

NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

1000 City Parkway
Osage Beach, MO 65065
573.302.2000
www.osagebeach.org

TENTATIVE AGENDA

REGULAR MEETING

March 21, 2024 - 5:30 PM
CITY HALL

**** Note:** All cell phones should be turned off or on a silent tone only. If you desire to address the Board, please sign the attendance sheet located at the podium. Agendas are available on the back table in the Council Chambers. Complete meeting packets are available on the City's website at www.osagebeach.org.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN'S 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. For those here in person, speakers will be restricted to three minutes unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

Any questions or comments for the Mayor and Board may also be sent to the City Clerk at tberreth@osagebeach.org no later than 10:00 AM on the Board's meeting day (the 1st and 3rd Thursday of each month). Submitted questions and comments may be read during the Citizen's Communications section of the agenda.

The Board of Aldermen will not take action on any item not listed on the agenda, nor will it respond to questions, although staff may be directed to respond at a later time. The Mayor and Board of Aldermen welcome and value input and feedback from the public.

Is there anyone here in person who would like to address the Board?

APPROVAL OF CONSENT AGENDA

If the Board desires, the consent agenda may be approved by a single motion.

Pg 5 ► Minutes of Board of Aldermen meeting March 7, 2024

Pg 11 ► Bills List - March 21, 2024

Pg 33 ► Liquor Licenses - Ballparks National LLC - 950 Hatchery Road

UNFINISHED BUSINESS

- Pg 35** A. Bill 24-09 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 610 Peddlers and Solicitors, Section 610.010 Definitions, Section 610.030 Identification Card Required for Peddlers and Solicitors-available for Canvassers, Section 610.040 Fees, Section 610.050 Application for Identification Card, Section 610.060 Contents of Application, Section 610.070 Issuance of Identification Card, Section 610.090 Denial-Administrative Revocation, Section 610.100 Hearing on Appeal, Section 610.130 Revocation of Card, Section 610.160 Violation to be prosecuted as trespass, adding Section 610.170 Additional Requirements for Mobile Food Establishments purposes of the City Code for various purposes as set forth. *Second Reading*
- Pg 51** B. Bill 24-14 - An ordinance of the City of Osage Beach, Missouri, Amending Ordinance No. 23.90 Adopting the 2024 Annual Operating Budget, Transfer of Funds for Recruitment Costs *Second Reading*

NEW BUSINESS

- Pg 53** A. Public Hearing - Proposed Water and Sewer User Rate Schedule Changes
- Pg 64** B. Bill 24-12 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 710 Sewers and Sewerage Systems, Article VII User Charge System, Section 710.470 Rate Schedule. *First Reading*
- Pg 85** C. Bill 24-13 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 705 Waterworks, Article IV, Section 705.300 Rates and Charges. *First Reading*
- Pg 105** D. Bill 24-15 - An ordinance of the City of Osage Beach, Missouri, authorizing a not to exceed amount of \$700,000 for FY2024 under the existing contract with LOR Engineering, LLC dba Cochran Engineering, Professional Service Agreement. *First and Second Reading*
- Pg 108** E. Bill 24-16 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign an agreement with the Elks Lodge #2517 for ongoing maintenance and assistance related to the proposed Veteran's Memorial Project. *First Reading*
- Pg 113** F. Bill 24-17 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 23-90 Adopting the 2024 Annual Operating Budget, transfer of funds for the Veterans Memorial Project *First Reading*

- Pg 115 G. Bill 24-18 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to approve a contract with Don Schnieders Excavating Company Inc. for the Veteran's Memorial Project for an amount not to exceed \$208,792.00. *First Reading*
- Pg 124 H. Bill 24-19 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute the Missouri Highway and Transportation Commission's State Block Grant agreement for the design work needed on the Lee C. Fine Airport Runway and Lighting Rehab Project. *First Reading*
- Pg 172 I. Bill 24-20 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Crawford, Murhpy, and Tilly for design services for the Lee C Fine Airport for LCF Runway and Lighting Project for an amount not to exceed \$321,000. *First Reading*
- Pg 237 J. Bill 24-21 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for promotional efforts to support the Lake of the Ozarks Bikefest 2024 event support request in an amount not to exceed \$3,000. *First Reading*
- Pg 245 K. Motion to approve the purchase of three control panels from Municipal Equipment for an amount not to exceed \$196,146.40 + shipping.
- Pg 272 L. Motion to approve the purchase of three vehicles for the Parks & Recreation Department, the Water Department, and the Sewer Department from Joe Machens Ford, from the State of Missouri cooperative bid contract #CC240138008, for an amount not to exceed \$170,913.
- Pg 280 M. Motion to approve the purchase of Neptune water meters from Shulte Supply for an amount not to exceed \$80,549.00.
- Pg 283 N. Motion to approve the purchase of 15 Sulzer sewer pumps from Municipal Equipment for an amount not to exceed \$122,577.75 + shipping.
- Pg 289 O. Motion to approve the selection of a TCLA Marketing Partnership option for the marketing partnership program July 1, 2024 - June 30, 2025.
- Pg 333 P. Discussion - Osage Beach Population Signs

STAFF COMMUNICATIONS

- Pg 335 A. Department Update List - March 21, 2024

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

ADJOURN

Remote viewing is available on Facebook at *City of Osage Beach, Missouri* and on YouTube at *City of Osage Beach*.

Representatives of the news media may obtain copies of this notice by contacting the following:

Tara Berreth, City Clerk
1000 City Parkway
Osage Beach, MO 65065
573.302.2000 x 1020

If any member of the public requires a specific accommodation as addressed by the Americans with Disabilities Act, please contact the City Clerk's Office forty-eight (48) hours in advance of the meeting at the above telephone number.

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

March 7, 2024

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, March 7, 2024, at 5:30 PM. The following were present in person: Mayor Michael Harmison, Alderman Phyllis Marose, Alderman Justin Hoffman, Alderman Richard Ross, Alderman Kellie Schuman, and Alderman Bob O'Steen. Via Zoom Alderman Kevin Rucker. City Clerk Tara Berreth was present and performed the duties for the City Clerk's office.

Appointed and Management staff present City Administrator Jeana Woods, Assistant City Administrator Mike Welty, Police Chief Todd Davis, City Planner Cary Patterson, Airport Manager Ty Dinsdale, Human Resources Generalist Michael Raye, Building Official Ron White, City Treasurer Karri Bell, Dave Vanleer Cochran.

CITIZEN'S COMMUNICATIONS

Blake Hodits – Presented the Board with a flyer about Beachlink regarding a safe, efficient, and innovative transportation solution for Osage Beach. (see attached handout)

APPROVAL OF CONSENT AGENDA

Alderman Ross made a motion to approve the Consent Agenda as presented. This motion was seconded by Alderman Marose. Motion passes with voice vote. Via Zoom Alderman Rucker.

UNFINISHED BUSINESS

Bill 24-08 - An ordinance of the City of Osage Beach, Missouri, authorize the mayor to execute an agreement with the Federal Aviation Administration (FAA) Sublease No. 697DCM-24-L-00008 at Lee C. Fine Memorial Airport, Kaiser, Missouri. *Second Reading*

Alderman Schuman made a motion to approve the second reading as amended to Bill 24-08. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 24-08 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Hoffman, Alderman O'Steen, Alderman Ross, and Alderman Schuman. Bill 24-08 was passed and approved as Ordinance 24-08. Via Zoom Alderman Rucker

Bill 24-10 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute supplemental agreement #9 to the professional service agreement with LOR Engineering, LLC dba Cochran Engineering for the design of phase one of the site improvements at Peanick Park for an amount not to exceed \$114,000. *Second Reading*

Alderman Hoffman made a motion to approve the second reading as amended to Bill 24-10. This motion was seconded by Alderman Rucker. A roll call was taken to approve the second and final reading of Bill 24-10 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Hoffman, Alderman O'Steen, Alderman Ross, and Alderman Schuman. Bill 24-10 was passed and approved as Ordinance 24-10. Via Zoom Alderman Rucker

Bill 24-11 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute supplemental agreement #10 with LOR Engineering dba Cochran Engineering to design the Rockaway Lift Station Emergency Storage for an amount not to exceed \$66,000. *Second Reading*

Alderman Marose made a motion to approve the second reading as amended to Bill 24-11. This motion was seconded by Alderman Hoffman. A roll call was taken to approve the second and final reading of Bill 24-11 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Hoffman, Alderman O'Steen, Alderman Ross, and Alderman Schuman. Bill 24-11 was passed and approved as Ordinance 24-11. Via Zoom Alderman Rucker

NEW BUSINESS

Bill 24-09 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 610 Peddlers and Solicitors, Section 610.010 Definitions, Section 610.030 Identification Card Required for Peddlers and Solicitors-available for Canvassers, Section 610.040 Fees, Section 610.050 Application for Identification Card, Section 610.060 Contents of Application, Section 610.070 Issuance of Identification Card, Section 610.090 Denial-Administrative Revocation, Section 610.100 Hearing on Appeal, Section 610.130 Revocation of Card, Section 610.160 Violation to be prosecuted as trespass, adding Section 610.170 Additional Requirements for Mobile Food Establishments purposes of the City Code for various purposes as set forth. *First Reading and Second Reading*

Alderman Ross made a motion to approve the first reading of Bill 24-09 with written amendment including distance. Alderman Ross then withdrew his motion. Via Zoom Alderman Rucker

Alderman Schuman made a motion to remove Section 610.170 A3 from Bill 24.09. This motion was seconded by Alderman O'Steen. A roll call vote was requested for this motion. "Ayes" Alderman Schuman, Alderman Rucker, Alderman Rucker, Alderman O'Steen. "Nays" Alderman Hoffman, Alderman Ross, Alderman Marose. Mayor Harmison exercised his duties under 110.020 and voted negatively to allow for Section 610.170 A3 to remain in Bill 24-09. Via Zoom Alderman Rucker

Alderman Ross made a motion to include the verbiage to Section 610.170 3A... *unless operating on the property of an existing Bar or Restaurant with the permission thereof.*. This motion was seconded by Alderman Hoffman. A roll call vote was requested. "Ayes" Alderman Hoffman, Alderman Ross, Alderman Marose, Alderman Schuman. "Nays" Alderman Rucker, Alderman O'Steen. Motion passes 4 ayes 2 nays. Via Zoom Alderman Rucker

Alderman Ross made a motion to table the second reading of Bill 24-09. This motion was seconded by Alderman O'Steen. This motion seconded by Alderman O'Steen. Via Zoom Alderman Rucker

Bill 24-14 - An ordinance of the City of Osage Beach, Missouri, Amending Ordinance No. 23.90 Adopting the 2024 Annual Operating Budget, Transfer of Funds for Recruitment Costs *First Reading*

Alderman Marose made a motion to approve the first reading of Bill 24-14. This motion was seconded by Alderman Ross. This motion seconded by Alderman O'Steen. Via Zoom Alderman Rucker

Motion to approve and submit the Board of Aldermen Authorization (City Council Authorization) Form to participate in the Missouri Department of Transportation Highway Safety Grant Program in FY2025.

Alderman Schuman made a motion to approve and submit the Board of Aldermen Authorization (City Council Authorization) Form to participate in the Missouri Department of Transportation Highway Safety Grant Program in FY2025. This motion was seconded by Alderman Hoffman. Motion passes with a voice vote. Via Zoom Alderman Rucker.

Motion to approve the purchase of a new RapidView potable Camera Inspection System from Armor Equipment for an amount not to exceed \$95,061.00 + shipping.

Alderman Ross made a motion to approve the purchase of a new RapidView potable Camera Inspection System from Armor Equipment for an amount not to exceed \$95,061.00 + shipping. This motion was seconded by Alderman Hoffman. Motion passes with a voice vote. Via Zoom Alderman Rucker.

Motion to approve the purchase of replacement cameras and additional security upgrades from Beisir Lock and Security for an amount not to exceed \$35,727.41.

Alderman Rucker made a motion to approve the purchase of replacement cameras and additional security upgrades from Beisir Lock and Security for an amount not to exceed \$35,727.41. This motion was seconded by Alderman Marose. Motion passes with a voice vote. Via Zoom Alderman Rucker.

STAFF COMMUNICATIONS

City Administrator Woods – March 21 Sewer & Water Rates Public Hearing and Rates will be on the next meeting.
Assistant City Administrator Welty – Veteran’s Memorial will be on the agenda.
City Clerk Berreth will be at the Clerks Institute next week.
Building Official White – Salina Franklin started in the Building Department last week.
HR Generalist Raye – Working on 360-degree feedback app. And getting Lager information put together for the Board.
A. Department Update List - March 7, 2024 – See Attached

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman Rucker – Addressed Mr. Martin email – overall concern if the boat is on land or water. Maybe some more research might have to be done.
Alderman Hoffman – maybe adding lights alerting drivers that there were pedestrians walking on the bridge.
Alderman O’Steen – Feels that Mr. Martins issues is an Ameren UE issue. Please add the Airport Hangers back to the Department Update List

Alderman Marose made a motion to adjourn at 7:25pm. This motion was seconded by Alderman Hoffman. Motion passes with a voice vote. Via Zoom Alderman Rucker.

ADJOURN

There being no further business to come before the Board, the meeting was adjourned at 7:25. I, Tara Berreth, 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, on March 7, 2024, and approved March 21, 2024.

Tara Berreth/City Clerk

Michael Harmison/Mayor



A Safe, Efficient, and Innovative Transportation Solution for Osage Beach

Date: March 7, 2023

The Challenge

The Grand Glaize Bridge, which connects the east and west sides of Osage Beach, poses significant safety risks for pedestrians and cyclists. The bridge serves as a single crossing point where two parallel roads, Highway 54 and Osage Beach Parkway, merge. The limited shoulder space, high-speed traffic, and lack of bike lanes or sidewalks make it dangerous for non-motorized traffic. The Missouri Department of Transportation (MODOT) has clearly stated that attaching a pedestrian crossway to the existing bridge is not feasible.

Explored Alternatives

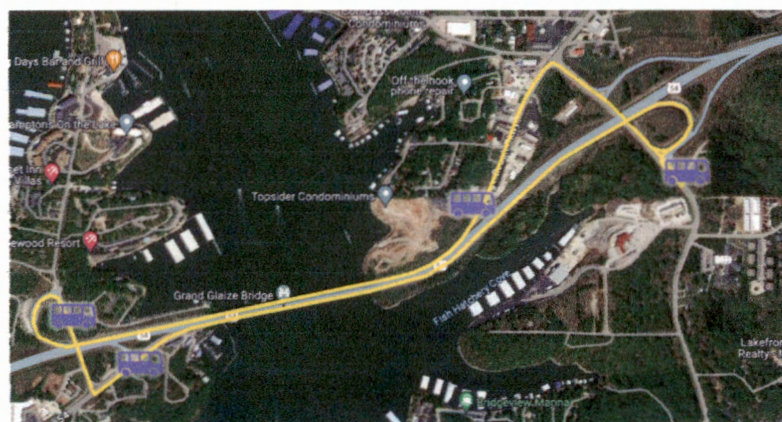
Several alternatives have been explored to address this challenge, including a separate pedestrian bridge, a gondola, a ferry, a cable-pulled boat, and a floating bridge. However, each of these options comes with its own set of challenges, such as high costs, lengthy implementation timelines, regulatory hurdles, and design complexities.

The BeachLink Solution

After evaluating the alternatives, Blake Hodits, a strategic planning consultant and lake native, has proposed BeachLink – an autonomous bus system that emerged as the most promising solution.

BeachLink offers several advantages:

- Quick implementation timeline compared to other alternatives
- Reasonable cost compared to other alternatives
- Faster travel times than walking or biking
- 24-hour service availability
- Low maintenance requirements
- Enhanced safety features



BeachLink represents an opportunity for Osage Beach to showcase its commitment to innovation, sustainability, and the well-being of its residents. By implementing this cutting-edge transportation solution, the city can demonstrate its leadership in addressing complex challenges and improving the quality of life for all.

The proposed BeachLink route consists of a 3.2-mile loop with 4 smart stops, offering 3-minute ride times, 1-minute average wait times, and a 160-person hourly capacity (80 per direction). The **estimated cost range for implementing BeachLink is between \$950,000 and \$2.6 million**, which covers bus acquisition, planning and design, route training, smart bus stops, regulatory compliance, and operational costs.

Funding Options

Potential funding sources for BeachLink include:

- Safer Roads and Streets for All (SS4A) grant
- RAISE Grant
- Capital Investment Grant (CIG)
- Innovative Coordinated Access and Mobility Grant (ICAM)
- Community Development Block Grant (CDBG)

Next Steps

To move the BeachLink project forward, the next step is to include the exploration study in the scope of the SS4A grant. This will allow for a thorough evaluation of the feasibility, benefits, and implementation plan for the autonomous bus system.

As the proposer of BeachLink, Blake Hodits is well-equipped to guide the implementation of this innovative solution. With his experience in leading large-scale projects and his deep understanding of the community's needs, he is committed to working with the city to enhance safety, connectivity, and quality of life for Osage Beach residents.

Disclaimer

While autonomous bus technology is rapidly advancing, it is important to note that the fastest autonomous buses currently operate at a maximum speed of 50 mph. The feasibility of the BeachLink proposal will be subject to the findings of the exploration study. However, it is believed that autonomous bus technology will be available sooner than the time required to build a traditional pedestrian bridge.

Blake Hodits

Strategic Planning Consultant
MO Lake Development
Blake@MOLakeDev.com
(573) 216-0008

- Camden County Road Property Tax Questions (*City Treasurer, K Bell/City Attorney, Cole Bradbury*)
 - Pending county audit report update.
- Guideline Evaluation
 - Design Guideline Revisions - Street Lights (*Asst. City Administrator, M Welty*)
 - Mayor/Board discussion/draft review December.
 - Incentive Guideline Revisions (*City Administrator, J Woods*)
 - Draft completion estimated TBD.
- Personnel (*HR Generalist, M Raye*)
 - Employee 360 Feedback Process
 - To be included in the Employee Eval process 1st Quarter annually.
- Project Updates / Related Budgeted Items Update
 - Sidewalk Master Plan (*Asst. City Administrator, M Welty*)
 - Updated plan for Mayor/Board discussion December.
 - Swiss Village Treatment Plan (*Public Works Department*)
 - Evaluation study to be completed soon; update on conclusions in December.
 - Tan Tar A Master Plan re: Infrastructure (*Asst. City Administrator, M Welty*)
 - FY2024 Budget partial inclusion as required by other factors; Project list to be discussed during budget workshops in October/pending contract details reconciliation.
 - Tan Tar A Estates Utilities Current Contract Explanation / Rate / Funding Review (*City Attorney, C Bradbury / City Administrator, J Woods*)
 - Remains in process/reconciling contract details; completion TBD.

City Staff contact noted in parenthesis.

- Notes estimated delivery/status.

**CITY OF OSAGE BEACH
BILLS LIST
March 21, 2024**

Bills Paid Prior to Board Meeting	\$	591,252.69
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Payroll Paid Prior to Board Meeting	\$	158,000.86
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SRF Transfer Prior to Board Meeting

TIF Transfers

Bills Pending Board Approval	\$	330,574.34
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Total Expenses	\$	1,079,827.89
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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PAYROLL DEDUCTIONS	861.00
			ADJUST PAYROLL DEDUCTIONS	54.00
			ADJUST PAYROLL DEDUCTIONS	12.00
			Dental Insurance Premiums	682.00
			Dental Insurance Premiums	682.00
			Dental Insurance Premium	117.00
			Dental Insurance Premium	126.00
			Health Insurance Contribut	1,240.80
			Health Insurance Contribut	1,240.80
			Health Insurance Contribut	772.20
			Health Insurance Contribut	772.20
			Vision Insurance Contribut	104.50
			Vision Insurance Contribut	104.50
			Vision Insurance Contribut	24.00
			Vision Insurance Contribut	26.00
			Vision Insurance Contribut	48.00
			Vision Insurance Contribut	48.00
		MO DEPT OF REVENUE INTERNAL REVENUE SERVICE	State Withholding	3,931.00
			Fed WH	10,426.42
			FICA	8,187.48
			Medicare	1,914.84
		LEGALSHIELD	ADJUST PAYROLL DEDUCTIONS	0.08-
			Pre-Paid Legal Premiums	106.66
			Pre-Paid Legal Premiums	106.66
		MISSIONSQUARE RETIREMENT	Loan Repayment	111.88
			Loan Repayment	353.97
			Loan Repayment	139.12
			Loan Repayment	98.17
			Loan Repayment	153.05
			Loan Repayment	112.29
			Loan Repayment	109.86
			Retirment 457 &	4,319.93
			Retirement 457	2,184.60
			Loan Repayments	166.79
			Loan Repayments	134.84
			Loan Repayments	85.61
			Loan Repayments	205.92
			Loan Repayments	584.27
			Loan Repayments	285.30
			Loan Repayments	113.03
			Loan Repayments	127.21
			Retirment Roth IRA %	224.53
			Retirement Roth IRA	402.00
		AMERICAN FIDELITY ASSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	76.09
			American Fidelity	1,293.03
			American Fidelity	1,293.03
			American Fidelity	793.47
			American Fidelity	793.47
		TEXAS LIFE INSURANCE CO	ADJUST PAYROLL DEDUCTIONS	0.07-
			Texas Life After Tax	116.88
			Texas Life After Tax	116.88
		PRINCIPAL LIFE INSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	32.24-
			ADJUST PAYROLL DEDUCTIONS	87.20-
			Group Life Ins and Buy Up	14.73
			Group Life Ins and Buy Up	14.73
		OPTUM BANK INC	HSA Contribution	488.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	<u>2,123.07</u>
			TOTAL:	48,504.55
Mayor & Board	General Fund	AT&T MOBILITY-CELLS	MAYOR CELL PHONE	47.63
		MAROSE, PHYLLIS	MILEAGE REIMB MML LEG-MARO	61.57
		HARMISON, MICHAEL	MILEAGE REIMB MML LEG-HARM	62.88
		HOFFMAN, JUSTIN	MILEAGE REIMB MML LEG-HOFF	64.19
		ONE TIME VENDOR SOUTHERN STONE COUNTY	MEMORIAL DONATN-WILDA SCHW	<u>75.00</u>
			TOTAL:	311.27
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
		INTERNAL REVENUE SERVICE	FICA	674.63
			Medicare	157.78
		MISSIONSQUARE RETIREMENT	Retirement 401%	258.18
			Retirement 401	670.94
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	95.26
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	37.87
			Group Life Ins and Buy Up	37.87
			Short Term Disability Ins	22.20
			Short Term Disability Ins	22.20
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	5,782.65
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Dental Insurance Premium	4.50
			Dental Insurance Premium	4.50
			Health Insurance Contribut	143.50
			Health Insurance Contribut	143.50
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	1.00
			Vision Insurance Contribut	1.00
		INTERNAL REVENUE SERVICE	FICA	181.19
			Medicare	42.38
		MISSIONSQUARE RETIREMENT	Retirement 401%	91.41
			Retirement 401	182.84
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	2.63

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	2.63
			Group Life Ins and Buy Up	8.81
			Group Life Ins and Buy Up	8.81
			Short Term Disability Ins	11.10
			Short Term Disability Ins	11.10
		BERRETH, TARA	MEALS/MLG MOCCFOA -T BERRE	156.47
		BERRETH, ABIGAIL	MEALS MOCCFOA CONF-A. BERR	60.00
		OPTUM BANK INC	HSA Contribution	18.75
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	2,661.16
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.01
			Health Insurance Contribut	287.01
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	601.41
			Medicare	140.65
		MISSIONSQUARE RETIREMENT	Retirement 401%	298.05
			Retirement 401	596.10
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	29.07
			Group Life Ins and Buy Up	29.07
			Short Term Disability Ins	29.60
			Short Term Disability Ins	29.60
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	5,361.11
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	97.86
			Medicare	22.89
		MISSIONSQUARE RETIREMENT	Retirement 401%	49.25
			Retirement 401	98.51
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	5.66
			Group Life Ins and Buy Up	5.66
			Short Term Disability Ins	7.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Short Term Disability Ins	7.40
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,626.97
City Attorney	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
		INTERNAL REVENUE SERVICE	FICA	362.51
			Medicare	84.78
		MISSIONSQUARE RETIREMENT	Retirement 401%	178.39
			Retirement 401	356.79
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	19.73
			Group Life Ins and Buy Up	19.73
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
		BRADBURY, COLE	MILEAGE REIMB MML LEG-BRAD	<u>66.81</u>
			TOTAL:	2,675.44
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	66.00
			Dental Insurance Premiums	66.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		WHITE, RON	MILEAGE 2024 MABCA SMNR-WH	60.30
		INTERNAL REVENUE SERVICE	FICA	571.89
			Medicare	133.75
		MISSIONSQUARE RETIREMENT	Retirement 401%	241.56
			Retirement 401	574.05
		MABCA	2024 MABCA MEMB- R. WHITE	25.00
			2024 MABCA CONF- R. WHITE	275.00
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	231.37
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	26.97
			Group Life Ins and Buy Up	26.97
			Short Term Disability Ins	22.20
			Short Term Disability Ins	22.20
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	6,757.68
Building Maintenance	General Fund	REPUBLIC SERVICES #435	CITY HALL TRASH SERVICE	383.76
		INTERNAL REVENUE SERVICE	FICA	72.20
			Medicare	16.89
		SUMMIT NATURAL GAS OF MISSOURI INC	SERVICE 1/16-2/15/24	<u>934.04</u>
			TOTAL:	1,406.89
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	861.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	861.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
		REPUBLIC SERVICES #435	PARK TRASH SERVICE	73.30
		INTERNAL REVENUE SERVICE	FICA	484.29
			Medicare	113.26
		LAKE AREA CHAMBER OF COMMERCE	FEB EGGS/ISSUES BRKFST-GRE	20.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	235.71
			Retirement 401	471.43
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	104.31
			PARK ELECTRIC SIGN 2/12/24	92.46
		AMEREN MISSOURI	HATCHERY RD SIGN 1/15-2/13	61.98
			CP MAINT BLDG 1/15-2/13/24	95.13
			CP #2 DISPLAY C 1/15-2/13/	12.16
			CP SOCCER FIELDS 1/18-2/14	23.07
			CP #2 DISPLAY D 1/16-2/13/	12.16
			CP BALL FIELDS 1/15-2/13/2	1,036.66
			CP #2 DISPLAY B 1/15-2/13/	12.16
			CP #2 DISPLAY A 1/16-2/13/	12.45
			CP #2 IRRIG PUMP 1/15-2/13	12.25
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.14
			Group Dependent Life Ins	2.14
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	15.00
			Group Life Ins and Buy Up	15.00
			Short Term Disability Ins	29.60
			Short Term Disability Ins	29.60
		OPTUM BANK INC	HSA Contribution	112.50
		J&D SPRAY FOAM INSULATION LLC	PARKS OPEN CELL INSULATION	5,500.00
			TOTAL:	10,387.80
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Dental Insurance Premium	4.50
			Dental Insurance Premium	4.50
			Health Insurance Contribut	143.49
			Health Insurance Contribut	143.49
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	1.00
			Vision Insurance Contribut	1.00
		INTERNAL REVENUE SERVICE	FICA	197.88
			Medicare	46.28
		POWERS ENTERTAINMENT GROUP LLC	ENTRTNMNT EMPLOYEE DINNER	850.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	98.75
			Retirement 401	197.50
		MARGARITAVILLE LAKE RESORT	EMPLOYEE APPRECIATION DINN	6,176.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	2.63
			Group Life Ins and Buy Up	2.63
			Group Life Ins and Buy Up	8.42
			Group Life Ins and Buy Up	8.42

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Short Term Disability Ins	11.10
			Short Term Disability Ins	11.10
		VIPER COMMUNICATIONS	JOB FAIR HOSTING & ADVERTI	600.00
		OPTUM BANK INC	HSA Contribution	18.75
			HSA Family/Dep. Contributi	75.00
		ANGELAS LAKE CATERING	ON DUTY EE'S EMPLOYEE DINN	<u>614.00</u>
			TOTAL:	10,520.78
Overhead	General Fund	CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL CABLE	151.20
		AIRESPRING INC	PHONE CONNECTION 2/2024	665.61
			PHONE CONNECTION 3/2024	<u>665.61</u>
			TOTAL:	1,482.42
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	352.00
			Dental Insurance Premiums	352.00
			Dental Insurance Premium	36.00
			Dental Insurance Premium	45.00
			Health Insurance Contribut	1,435.00
			Health Insurance Contribut	1,722.00
			Health Insurance Contribut	5,085.15
			Health Insurance Contribut	5,085.15
			Health Insurance Contribut	4,365.20
			Health Insurance Contribut	4,365.20
			Vision Insurance Contribut	49.50
			Vision Insurance Contribut	49.50
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	28.00
			Vision Insurance Contribut	28.00
		INTERNAL REVENUE SERVICE	FICA	3,543.84
			Medicare	828.80
		JOE MACHENS FORD	2024 FORD POLICE INTERCEPT	44,905.00
			2024 FORD POLICE INTERCEPT	44,905.00
			2024 FORD POLICE INTERCEPT	44,905.00
		MISSIONSQUARE RETIREMENT	Retirement 401k	1,523.97
			Retirement 401	3,464.79
		AT&T MOBILITY-CELLS	POLICE FN AIR CARDS	1,113.48
			POLICE DEPT CELL PHONES	765.62
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	18.19
			Group Dependent Life Ins	18.19
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	171.51
			Group Life Ins and Buy Up	171.51
			Short Term Disability Ins	177.60
			Short Term Disability Ins	177.60
		HENDRICKS, BLAIR	MEALS KIDS FRST CONF-HENDR	275.00
		OWENS, STEVEN	MEALS CSI CONF- S. OWENS	435.00
		OPTUM BANK INC	HSA Contribution	187.50
			HSA Family/Dep. Contributi	<u>1,050.00</u>
			TOTAL:	171,670.34
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	66.00
			Dental Insurance Premiums	66.00
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	861.00
			Health Insurance Contribut	861.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	1,002.15
			Medicare	234.38
		MISSIONSQUARE RETIREMENT	Retirement 401%	292.13
			Retirement 401	880.61
		CHARTER COMMUNICATIONS HOLDING CO LLC	COMM CABLE	75.59
			MOSWIN INTERNET 2/21-3/20/	134.98
		AT&T MOBILITY-CELLS	911 CENTER CELL PHONES	47.63
		MORLEY, DILILEXIE	MEALS GRIN TRNG- D. MORLEY	145.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.28
			Group Dependent Life Ins	4.28
			Group Life Ins and Buy Up	21.04
			Group Life Ins and Buy Up	21.04
			Group Life Ins and Buy Up	18.94
			Group Life Ins and Buy Up	18.94
			Short Term Disability Ins	51.80
			Short Term Disability Ins	51.80
		OPTUM BANK INC	HSA Contribution	75.00
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	8,085.39
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	201.26
			Medicare	47.07
		MISSIONSQUARE RETIREMENT	Retirement 401%	100.88
			Retirement 401	201.77
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	11.58
			Group Life Ins and Buy Up	11.58
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,965.28
Information Technology	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
		INTERNAL REVENUE SERVICE	FICA	196.37

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	45.93
		MISSIONSQUARE RETIREMENT	Retirement 401%	98.30
			Retirement 401	196.59
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	91.87
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	9.73
			Group Life Ins and Buy Up	9.73
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
		AIRESPRING INC	INTERNET CONNECTIONS 2/202	3,984.54
			INTERNET CONNECTIONS 3/202	<u>3,984.54</u>
			TOTAL:	10,011.74
Economic Development	General Fund	AT&T MOBILITY-CELLS	ECON DEV CELL PHONE	<u>12.44</u>
			TOTAL:	12.44
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	80.74
			Dental Insurance Premiums	80.74
			Dental Insurance Premium	2.92
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	99.21
			Health Insurance Contribut	99.20
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.65
			Vision Insurance Contribut	6.68
			Vision Insurance Contribut	6.68
		MO DEPT OF REVENUE	State Withholding	519.45
		INTERNAL REVENUE SERVICE	Fed WH	1,256.36
			FICA	1,015.58
			Medicare	237.50
		MISSIONSQUARE RETIREMENT	Retirment 457 &	446.66
			Retirement 457	188.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	60.48
			American Fidelity	64.85
			American Fidelity	11.10
			American Fidelity	11.10
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	25.12
			Texas Life After Tax	25.12
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	6.90
			Group Life Ins and Buy Up	6.90
		OPTUM BANK INC	HSA Contribution	52.28
			HSA Family/Dep. Contributi	<u>50.40</u>
			TOTAL:	4,690.82
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	80.74
			Dental Insurance Premiums	80.74
			Dental Insurance Premium	2.91
			Health Insurance Contribut	287.00
			Health Insurance Contribut	379.93
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	1,041.42
			Health Insurance Contribut	1,041.42
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.65
			Vision Insurance Contribut	6.67
			Vision Insurance Contribut	6.68
		REPUBLIC SERVICES #435	TRANS TRASH SERVICE	102.56
		INTERNAL REVENUE SERVICE	FICA	1,015.58
			Medicare	237.50
		MISSIONSQUARE RETIREMENT	Retirement 401%	349.85
			Retirement 401	877.18
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	555.69
		AMEREN MISSOURI	5757 CHAPEL SVC 1/16-2/14/	277.34
		AMEREN MISSOURI	792 PASSOVER LTS 1/15-2/13	17.93
			1095 MACE RD LTS 1/15-2/13	33.07
			1129 INDUSTRIAL DR 1/15-2/	32.18
			1075 NICHOLS LTS 1/16-2/14	42.61
			872 PASSOVER LTS 1/15-2/13	21.66
			MACE RD RNDABT 1/15-2/13/2	15.75
			680 PASSOVER LTS 1/15-2/13	18.22
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	5.00
			Group Dependent Life Ins	5.00
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	29.42
			Group Life Ins and Buy Up	31.97
			Short Term Disability Ins	41.95
			Short Term Disability Ins	44.36
		MARCO TECHNOLOGIES LLC	PW PLOTTER SUPPRT 2/26-3/2	32.66
		OPTUM BANK INC	HSA Contribution	49.78
			HSA Family/Dep. Contributi	275.25
		WALLIS, MATTHEW	REIMB WORK BOOTS- M. WALLI	199.95
			REIMB CDL PERMIT- M. WALLI	77.00
			TOTAL:	10,259.94
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	58.74
			Dental Insurance Premiums	58.74
			Dental Insurance Premium	27.00
			Dental Insurance Premium	21.17
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	39.79
			Health Insurance Contribut	39.80
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	4.70
			Vision Insurance Contribut	2.68
			Vision Insurance Contribut	2.68
		MO DEPT OF REVENUE	State Withholding	570.36
		INTERNAL REVENUE SERVICE	Fed WH	1,716.62
			FICA	952.40
			Medicare	222.74
		MISSIONSQUARE RETIREMENT	Retirment 457 &	760.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 457	101.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	119.64
			American Fidelity	110.90
			American Fidelity	10.78
			American Fidelity	10.78
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	50.36
			Texas Life After Tax	50.36
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	0.83
			Group Life Ins and Buy Up	0.83
		OPTUM BANK INC	HSA Contribution	47.94
			HSA Family/Dep. Contributi	<u>69.80</u>
			TOTAL:	5,389.73
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	58.74
			Dental Insurance Premiums	58.74
			Dental Insurance Premium	27.00
			Dental Insurance Premium	21.17
			Health Insurance Contribut	861.00
			Health Insurance Contribut	675.13
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	417.81
			Health Insurance Contribut	417.83
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	4.71
			Vision Insurance Contribut	2.68
			Vision Insurance Contribut	2.68
		REPUBLIC SERVICES #435	WATER TRASH SERVICE	102.56
		GOEHRI, GEORGE	MAR INSURANCE PREMIUM	63.70
		INTERNAL REVENUE SERVICE	FICA	952.40
			Medicare	222.75
		POSTMASTER	FEB UTILITY BILL POSTAGE	550.00
			MAR UTILITY BILL POSTAGE	550.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	469.95
			Retirement 401	939.92
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	376.15
		AMEREN MISSOURI	5757 CHAPEL SVC 1/16-2/14/	277.33
		AMEREN MISSOURI	6186 FIRE ST WELL 1/30-2/2	3,403.42
			LK RD 54-29 WELL 1/15-2/13	640.51
			LK RD 54-59 WELL 1/29-2/27	86.73
			SWISS VLG WELL 1/30-2/27/2	663.44
			COLUMBIA CLG WELL 1/15-2/1	2,032.39
			COLUMBIA TWR POLE 1/15-2/1	228.52
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.93
			Group Dependent Life Ins	3.93
			Group Life Ins and Buy Up	37.87
			Group Life Ins and Buy Up	32.75
			Short Term Disability Ins	41.96
			Short Term Disability Ins	37.17
		STOUFER, TOMMIE L	MILEAGE REIMB 02/11/24	16.08
		LUTTRELL, JOHN	MILEAGE REIMB 2/23/24	34.84
		MARCO TECHNOLOGIES LLC	PW PLOTTER SUPPRT 2/26-3/2	32.67
		OPTUM BANK INC	HSA Contribution	87.94
			HSA Family/Dep. Contributi	200.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		WRIGHT, COLTEN	MILEAGE REIMB 2/19-2/22/24	80.40
			TOTAL:	17,650.85
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	124.52
			Dental Insurance Premiums	124.52
			Dental Insurance Premium	9.00
			Dental Insurance Premium	11.91
			Health Insurance Contribut	232.65
			Health Insurance Contribut	232.65
			Health Insurance Contribut	158.00
			Health Insurance Contribut	158.00
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.65
			Vision Insurance Contribut	6.64
			Vision Insurance Contribut	6.64
		FAMILY SUPPORT PAYMENT CENTER	Case #21281919	300.00
		MO DEPT OF REVENUE	State Withholding	745.19
		INTERNAL REVENUE SERVICE	Fed WH	1,907.81
			FICA	1,380.37
			Medicare	322.82
		MISSIONSQUARE RETIREMENT	Retirment 457 &	704.21
			Retirement 457	99.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	18.80
			American Fidelity	23.17
			American Fidelity	10.78
			American Fidelity	10.78
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	16.73
			Texas Life After Tax	16.73
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	23.00
			Group Life Ins and Buy Up	23.00
		OPTUM BANK INC	HSA Contribution	37.28
			HSA Family/Dep. Contributi	277.30
			TOTAL:	7,019.15
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	124.52
			Dental Insurance Premiums	124.52
			Dental Insurance Premium	9.00
			Dental Insurance Premium	11.92
			Health Insurance Contribut	287.00
			Health Insurance Contribut	379.94
			Health Insurance Contribut	2,179.35
			Health Insurance Contribut	2,179.35
			Health Insurance Contribut	1,658.77
			Health Insurance Contribut	1,658.75
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.64
			Vision Insurance Contribut	6.65
			Vision Insurance Contribut	6.64
		REPUBLIC SERVICES #435	SEWER TRASH SERVICE	102.56
		INTERNAL REVENUE SERVICE	FICA	1,380.37
			Medicare	322.81
		POSTMASTER	FEB UTILITY BILL POSTAGE	550.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MAR UTILITY BILL POSTAGE	550.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	472.75
			Retirement 401	1,369.67
		STOCKMAN CONSTRUCTION CORP	SANDS GRAVITY SWR REPLACEM	122,697.25
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	837.63
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,611.17
			5757 CHAPEL SVC 1/16-2/14/	277.34
			GRINDER PUMPS & LIFT STATI	5,813.69
			GRINDER PUMPS & LIFT STATI	1,881.25
			GRINDER PUMPS & LIFT STATI	5,406.64
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	7.12
			Group Dependent Life Ins	7.12
			Group Life Ins and Buy Up	50.54
			Group Life Ins and Buy Up	53.11
			Short Term Disability Ins	56.69
			Short Term Disability Ins	59.07
		MCKINNEY, GREGORY	REIMB WORK BOOTS- MCKINNEY	139.99
		MENARDS COMMERCIAL	HEATER,PVC,POLE BREAKER	374.19
			HEX BOLTS- ROCKWAY	7.98
			HEX BOLTS- ROCKWAY	17.16
			RETURN HEX BOLTS- ROCKWAY	3.99-
			GARAGE HEATER	149.99
			RETURN HEATER	103.69-
		MARCO TECHNOLOGIES LLC	PW PLOTTER SUPPRT 2/26-3/2	32.67
		OPTUM BANK INC	HSA Contribution	49.78
			HSA Family/Dep. Contributi	424.50
		BRISON, TODD	MILEAGE REIMB 02/18/24	54.94
			TOTAL:	154,314.35
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	59.40
			Health Insurance Contribut	59.40
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00
		MO DEPT OF REVENUE	State Withholding	589.00
		INTERNAL REVENUE SERVICE	Fed WH	1,529.91
			FICA	1,365.45
			Medicare	319.34
		MISSIONSQUARE RETIREMENT	Loan Repayment	156.06
			Loan Repayment	60.66
			Loan Repayment	43.54
			Loan Repayment	88.93
			Retirment 457 &	227.13
			Loan Repayments	188.62
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	91.73
			American Fidelity	91.73
			American Fidelity	128.77

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			American Fidelity	128.77
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	41.67
			Flexible Spending Accts -	41.67
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>100.00</u>
			TOTAL:	5,854.98
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00
		INTERNAL REVENUE SERVICE	FICA	1,365.45
			Medicare	319.34
		MISSIONSQUARE RETIREMENT	Retirement 401%	227.13
			Retirement 401	811.81
		CHARTER COMMUNICATIONS HOLDING CO LLC	AMB CABLE	75.60
		AT&T MOBILITY-CELLS	AMB FN AIR CARDS	88.48
			AMB DEPT CELL PHONES	47.63
		AMBULANCE REIMBURSEMENT SYSTEMS INC	FEB AMBULANCE REIMBURSEMEN	2,622.11
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.28
			Group Dependent Life Ins	4.28
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	12.63
			Group Life Ins and Buy Up	12.63
			Short Term Disability Ins	37.00
			Short Term Disability Ins	37.00
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	10,919.43
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.20
			Dental Insurance Premiums	57.20
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	124.08
			Health Insurance Contribut	124.08
			Health Insurance Contribut	59.40
			Health Insurance Contribut	59.40
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MO DEPT OF REVENUE	State Withholding	204.40
		INTERNAL REVENUE SERVICE	Fed WH	367.00
			FICA	375.56
			Medicare	87.83
		LEGALSHIELD	Pre-Paid Legal Premiums	9.27
			Pre-Paid Legal Premiums	9.27
		MISSIONSQUARE RETIREMENT	Retirement 457 &	27.34
			Retirement 457	45.00
			Loan Repayments	30.39
			Loan Repayments	37.15
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	32.20
			American Fidelity	32.20
			American Fidelity	26.44
			American Fidelity	26.44
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>55.00</u>
			TOTAL:	1,894.45
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.20
			Dental Insurance Premiums	57.20
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,162.32
			Health Insurance Contribut	1,162.32
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		REPUBLIC SERVICES #435	LCF TRASH SERVICE	99.48
		AMEREN MISSOURI	LCF RUNWAY LTS 1/31-2/27/2	34.15
			AP FIREHOUSE 1/29-2/27/24	205.40
		INTERNAL REVENUE SERVICE	FICA	375.56
			Medicare	87.83
		MISSIONSQUARE RETIREMENT	Retirement 401%	81.06
			Retirement 401	354.30
		DISH NETWORK	SERV 2/29-3/28/24	114.86
		AT&T MOBILITY-CELLS	LCF AP CELL PHONES	23.81
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.78
			Group Dependent Life Ins	2.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	6.16
			Group Life Ins and Buy Up	6.16
			Short Term Disability Ins	26.64
			Short Term Disability Ins	26.64
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	195.00
		PROFLO INDUSTRIES	1,000 GALLON AVGAS REFUELE	<u>71,621.25</u>
			TOTAL:	77,640.76
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	52.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premiums	52.80
			Health Insurance Contribut	108.57
			Health Insurance Contribut	108.57
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		MO DEPT OF REVENUE	State Withholding	57.60
		INTERNAL REVENUE SERVICE	Fed WH	273.96
			FICA	243.43
			Medicare	56.94
		LEGALSHIELD	Pre-Paid Legal Premiums	14.16
			Pre-Paid Legal Premiums	14.16
		MISSIONSQUARE RETIREMENT	Retirment 457 &	13.42
			Retirement 457	30.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	32.26
			American Fidelity	32.26
			American Fidelity	9.96
			American Fidelity	9.96
		OPTUM BANK INC	HSA Family/Dep. Contributi	55.00
			TOTAL:	1,178.25
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	957 AIRPORT RD 1/26-2/26/2	41.62
		MIDWEST PUBLIC RISK	Health Insurance Contribut	683.00
			Health Insurance Contribut	683.00
			Dental Insurance Premiums	52.80
			Dental Insurance Premiums	52.80
			Health Insurance Contribut	1,017.03
			Health Insurance Contribut	1,017.03
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		REPUBLIC SERVICES #435	GG TRASH SERVICE	99.49
		AMEREN MISSOURI	GG AP HANGAR 1/29-2/27/24	49.07
			GG TBLC EXT D 1/29-2/27/24	295.43
			GG AP SHOP 1/29-2/27/24	38.43
			957 AIRPORT RD 1/29-2/27/2	12.85
			GG AP TBLC EXT D 1/29-2/27	22.12
			GG AP HANGAR 1/29-2/27/24	15.38
			GG AP SLEEPY 1/29-2/27/24	151.28
		INTERNAL REVENUE SERVICE	FICA	243.43
			Medicare	56.94
		MISSIONSQUARE RETIREMENT	Retirement 401%	49.24
			Retirement 401	246.23
		CHARTER COMMUNICATIONS HOLDING CO LLC	GG CABLE SVC 2/16-3/15/24	129.26
		AT&T MOBILITY-CELLS	GG AP CELL PHONES	23.81
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.57
			Group Dependent Life Ins	2.57
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	9.49
			Group Life Ins and Buy Up	9.49
			Short Term Disability Ins	17.76
			Short Term Disability Ins	17.76
		CAPITAL ONE, N.A.	TRASH BAGS	13.96

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			COFFEE	28.34
			PB BLASTER	5.97
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>105.00</u>
			TOTAL:	5,216.07

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

10	General Fund	289,223.91
20	Transportation	14,950.76
30	Water Fund	23,040.58
35	Sewer Fund	161,333.50
40	Ambulance Fund	16,774.41
45	Lee C. Fine Airport Fund	79,535.21
47	Grand Glaize Airport Fund	6,394.32

	GRAND TOTAL:	591,252.69

TOTAL PAGES: 16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Administrator	General Fund	FORWARD SLASH TECHNOLOGY LLC	HEADSET SHIPPING- J. PHEGL	<u>19.03</u>
			TOTAL:	19.03
City Clerk	General Fund	STAPLES BUSINESS ADVANTAGE	TONER	<u>468.41</u>
			TOTAL:	468.41
Building Maintenance	General Fund	DULLE OVERHEAD DOORS INC	SVC CALL- AMBULANCE BAY DO	910.56
		STAPLES BUSINESS ADVANTAGE	TRASH BAGS	74.90
			PLATES	61.78
			TRASH BAGS	38.12
			FORKS & BATHROOM TOWELS	186.75
			COPY PAPER	87.51
		AMAZON CAPITAL SERVICES INC	LIGHT COVERS	47.98
			WORK JACKET- D. DAMRON	66.59
			WORK JACKET- D. DAMRON	68.78
			COFFEE	41.12
			BLUE LINE AMERICAN FLAGS	39.85
			RETURN WORK JACKET-D. DAMR	58.00-
		THE SIGN SOURCE LLC	DECALS ON CH DOORS	60.00
		LINDYSPRING LAKE OF THE OZARKS	5-GAL BOTTLED WATER	15.90
			5-GAL BOTTLED WATER	7.95
			5-GAL BOTTLED WATER	7.95
			MAR WATER COOLER RENTAL	38.00
			CH LATE CHARGES	2.00
			5-GAL BOTTLED WATER	<u>7.95</u>
			TOTAL:	1,705.69
Parks	General Fund	O'REILLY AUTOMOTIVE STORES INC	HYD FILTER AND TRANS FLD	88.04
			COUPLER & AIR PLUG	10.91
			OIL FILTER	7.93
		KWIK KAR WASH DETAIL LUBE	CERAMIC WASH- P2	25.00
			TIRE SHINE WASH- P4	20.00
		AMAZON CAPITAL SERVICES INC	PITCHERS RUBBER MOUNDS	<u>290.55</u>
			TOTAL:	442.43
Human Resources	General Fund	VALIDITY SCREENING SOLUTIONS	PRE EMPLOYMENT SCREENING	<u>201.00</u>
			TOTAL:	201.00
Police	General Fund	PURCELL TIRE & RUBBER CO	TIRES & MOUNT- PD 31	378.00
			SPARE TIRE REPAIR- PD 27	169.29
			TIRES & LOSE TIRE REPAIR-P	502.80
		MO POLICE CHIEFS ASSC	2024-2025 COMMAND COLLEGE	4,750.00
		LEON UNIFORM CO INC	UNIFORM & ACCESSORIES-KEAG	808.97
			UNIFORM ACCESSORIES-KEAGY	112.00
			UNDERVEST SHIRTS- WRIGHT	329.50
		PSE INSTALLATION	REPAIR LIGHTBAR- PD 29	67.00
		HEDRICK MOTIV WERKS LLC	OIL CHANGE- PD 32	90.00
			OIL CHANGE- PD 19	94.50
		STAPLES BUSINESS ADVANTAGE	PAPER	74.50
			TONER	60.00
		AMAZON CAPITAL SERVICES INC	USB CHARGER BLOCKS	26.95
			IPHONE CASES & SCREEN PRTC	257.10
		AXON ENTERPRISE INC	BODY CAMERA BUNDLE & HRDWR	594.76
		ANIXTER INC	COAXIAL CABLE	<u>2,095.44</u>
			TOTAL:	10,410.81

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Engineering	General Fund	BARTLETT & WEST INC	LAKEPORT PLAN 1/27-2/23/24	4,249.50
			TOTAL:	4,249.50
Information Technology	General Fund	FORWARD SLASH TECHNOLOGY LLC	MAR MANAGED SERVICES	6,154.57
			MAR EMAIL PHISHING SEC TRN	375.00
			MAR VULNERABILITY SCAN	499.00
			MAR BARRACUDA EMAIL SEC	1,476.00
			TOTAL:	8,504.57
Emergency Management	General Fund	SHERLOCK HOME INSPECTIONS LLC	PEST CONTROL STORM SIRENS	200.00
			TOTAL:	200.00
Economic Development	General Fund	GILMORE & BELL PC	SVCS- OB COMMONS REDVLMPMN	532.50
			TOTAL:	532.50
Transportation	Transportation	CAPITAL MATERIALS LLC	6" CLEAN- PHEASANT RD	393.12
		FASTENCO INC	PARTS FOR SKIDSTEER #95	18.73
		RP LUMBER INC	MTRLS- DUDE RANCH RD CURB	38.98
		O'REILLY AUTOMOTIVE STORES INC	HEADLIGHT- TRK 59	6.67
		LAKE SUN LEADER 81525 & 1586450	INV TO BID- BEACH DR IMPRV	110.60
		SASCO PAVEMENT COATINGS INC	PAVEMENT SEALER-INDIAN TRA	810.00
			PAVEMENT SEALER- LAZY DAYS	810.00
			PAVEMENT SEALER- CASE RD	810.00
			PAVEMENT SEALER- HAWTHORN	810.00
			PAVEMENT SEALER- CHEROKEE	810.00
		CROWN POWER & EQUIPMENT	PINS & SAFETY CHAPS	112.00
			SAFETY CHAPS	117.60
			PIN- KUBOATA EXCAVATOR	146.02
			PINS- KUBOAT EXCAVATOR	24.85
		DAM STEEL SUPPLY	TUBES- SALT SPREADER #62	139.50
			18" CULVERT BAND	68.00
		DULLE OVERHEAD DOORS INC	SVC CALL - PUBLIC WORKS	83.33
			SVC CALL - PW BACK DOOR	45.00
		CORE & MAIN LP	DRAIN PIPE- PARKWAY	949.80
		PRECISION AUTO & TIRE SERVICE LLC	BATTERY - TRK 54	166.79
		COMFORT CARE	SVC- MAINT BLDG LIMIT SWIT	71.70
			PW UPSTAIRS OFFICES	59.25
		KEY EQUIPMENT & SUPPLY CO	PARTS FOR STREET SWEEPER	5,661.82
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	209.95
			TRANS DEPT FLOOR MATS	12.25
			TRANS DEPT UNIFORMS	209.95
			TRANS DEPT FLOOR MATS	12.25
			TRANS DEPT UNIFORMS	219.33
			TRANS DEPT FLOOR MATS	12.25
		PARKWAY PLAZA TIRE	TIRES - BIG LEAF VAC	1,060.14
		J & A TRAFFIC PRODUCTS LLC	SURFACE MOUNT BRK ASSEMBLY	380.00
			WORK ZONE SIGNS	741.00
		DELTA GASES INC	CONTACT TIP- WELDER	16.25
		AMAZON CAPITAL SERVICES INC	DISK READER	8.99
			IGNITION KEYS-KUBOATA EQUI	21.23
			OFFICE SUPPLIES	58.71
			PHONE HOLSTERS	9.62
			HOODIES	320.58
			FILE SORTER, WAILL FILES, TR	83.97
		WALLIS LUBRICANT LLC	DIESEL EXHAUST FLUID-ALL E	197.37
		LINDYSPRING LAKE OF THE OZARKS	PW MAR WATER COOLER RENTAL	10.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		NICK'S TRUE VALUE HARDWARE	PARTS FOR SHOP CULVERT LOT	46.80
			STREET CLEANER	3.50
			CRACK SEAL MACHINE SUPPLIE	37.47
			CRACK SEAL	3.00
		CUSTOM PRODUCTS CORPORATION	BLANK ALUMINUM SIGNS	438.80
		GWORKS	PUBWORKS FEE 4/2024-9/2024	1,020.33
		LEGACY BUILDINGS	CAR PORTS- PUBLIC WORKS	2,444.72
		ENGINEERING SURVEYS & SERVICES LLC	HWY 42 SDWLK ENG-PRJCT GL1	2,802.63
		AB HEDGES PARTS EXPEDITER LLC	BOLT FLANGES-SLT SPRDR 54	1,172.00
		FLATLINE COMMUNICATIONS LLC	FIBER REPAIRS	803.83
		RAFTELIS	PW ASSESSMENT 2/1-2/29/24	666.67
		ROOF LUX	PW ROOF REPAIRS	375.00
		SERVPRO	INSULATION REMOVAL	2,873.56
		TOTAL TOOL	CUT OFF SAW CART	<u>1,126.90</u>
			TOTAL:	29,662.81
Water	Water Fund	DULLE OVERHEAD DOORS INC	SVC CALL - PUBLIC WORKS	83.33
			SVC CALL - PW BACK DOOR	45.00
		CORE & MAIN LP	16" CUTOFF BLADES	1,504.57
		SUBSURFACE SOLUTIONS	RD8200 PIPE LOCATOR	14,572.74
		COMFORT CARE	SVC- MAINT BLDG LIMIT SWIT	71.71
			PW UPSTAIRS OFFICES	59.25
		CINTAS CORPORATION	WATER DEPT UNIFORMS	152.52
			WATER DEPT FLOOR MATS	12.24
			WATER DEPT UNIFORMS	152.52
			WATER DEPT FLOOR MATS	12.24
			WATER DEPT UNIFORMS	152.52
			WATER DEPT FLOOR MATS	12.24
		AMAZON CAPITAL SERVICES INC	DISK READER	8.99
			OFFICE SUPPLIES	58.71
			PHONE HOLSTERS	9.62
			FILE SORTER,WAILL FILES,TR	83.98
		LINDYSPRING LAKE OF THE OZARKS	PW MAR WATER COOLER RENTAL	10.00
		GWORKS	PUBWORKS FEE 4/2024-9/2024	1,020.33
		LEGACY BUILDINGS	CAR PORTS- PUBLIC WORKS	2,444.71
		EDEN BROTHERS	AC200 CORRELATOR	21,132.97
		FLATLINE COMMUNICATIONS LLC	FIBER REPAIRS	803.83
		RAFTELIS	PW ASSESSMENT 2/1-2/29/24	666.67
		ROOF LUX	PW ROOF REPAIRS	375.00
		SERVPRO	INSULATION REMOVAL	<u>2,873.57</u>
			TOTAL:	46,319.26
Sewer	Sewer Fund	AMOS SEPTIC SERVICE INC	PUMPOUTS @ VARIOUS LOCATIO	3,881.50
		MUNICIPAL EQUIPMENT CO	REPLACEMENT PUMPS	172,920.93
			2" GUIDE RAIL ASSEMBLY	1,590.70
		KNAPHEIDE TRUCK INC	SERVICE BED HANDLE- TRK 65	245.00
		O'REILLY AUTOMOTIVE STORES INC	CABLE PULLER- STN 54-7 REP	64.99
		BUTLER SUPPLY CO	ELECTRICAL LUBE	152.40
			WIRE- STOCK	91.52
		DULLE OVERHEAD DOORS INC	SVC CALL - PUBLIC WORKS	83.34
			SVC CALL - PW BACK DOOR	45.00
		CORE & MAIN LP	SEWER PRTS- OSAGE VILLAGE	522.22
			SEWER PART- NICHOLS RD RPL	1,013.88
			GASKETS- ROCKWAY REPAIRS	24.00
		COMFORT CARE	SVC- MAINT BLDG LIMIT SWIT	71.71
			PW UPSTAIRS OFFICES	59.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	165.20
			SEWER DEPT FLOOR MATS	12.25
			SEWER DEPT UNIFORMS	165.20
			SEWER DEPT FLOOR MATS	12.25
			SEWER DEPT UNIFORMS	165.20
			SEWER DEPT FLOOR MATS	12.25
		AMAZON CAPITAL SERVICES INC	DISK READER	9.00
			BOLT CUTTERS	213.69
			OFFICE SUPPLIES	58.71
			PHONE HOLSTERS	9.63
			DEEP WELL SOCKETS	375.98
			FILE SORTER,WAILL FILES,TR	83.98
		REEVES-WIEDEMAN COMPANY	SWING CHECK VALVES- STOCK	963.40
			STAINLESS STEEL FITTINGS	149.75
			STOCK SS PIPE	2,814.00
			STAINLESS STEEL PARTS- STO	1,893.50
		1ST CHOICE SEPTIC PUMPING LLC	PUMPOUT - OUTLET MALL	321.05
		LINDYSPRING LAKE OF THE OZARKS	PW MAR WATER COOLER RENTAL	10.00
		GWORKS	PUBWORKS FEE 4/2024-9/2024	1,020.34
		ARMOR EQUIPMENT	NOZZLE FOR JETTER TRUCK	373.00
			O'RINGS & SHIPPING	57.99
		LEGACY BUILDINGS	CAR PORTS- PUBLIC WORKS	2,444.71
		HIGH TIDE TECHNOLOGIES	ANNUAL COMM CALLS-LIFT STN	420.00
		FLATLINE COMMUNICATIONS LLC	FIBER REPAIRS	803.84
		RAFTELIS	PW ASSESSMENT 2/1-2/29/24	666.66
		ROOF LUX	PW ROOF REPAIRS	375.00
		STATE FAIR COMMUNITY COLLEGE	CONTROL PANEL TRAINING	2,097.00
		SERVPRO	INSULATION REMOVAL	2,873.57
		TOTAL TOOL	3/8 IMPACT WRENCHES	<u>1,075.00</u>
			TOTAL:	200,408.59
Ambulance	Ambulance Fund	STAPLES BUSINESS ADVANTAGE	TONER	80.61
		MCKESSON MEDICAL SURGICAL MN SUPPLY IN	MEDICAL SUPPLIES	<u>183.96</u>
			TOTAL:	264.57
Lee C. Fine Airport	Lee C. Fine Airpor	HI-TECH AUTO BODY INC	TOW FEE- AP FORD EXPLORER	85.40
		NAEGLER OIL CO	7,537 GAL LCF JET FUEL	27,025.04
		O'REILLY AUTOMOTIVE STORES INC	OIL FOR JOHN DEERE	<u>35.95</u>
			TOTAL:	27,146.39
Grand Glaize Airport	Grand Glaize Airpo	O'REILLY AUTOMOTIVE STORES INC	FUEL FILTER- GG JET TRK	18.79
		O'REILLY AUTOMOTIVE STORES INC	ANTIFREEZE	<u>19.99</u>
			TOTAL:	38.78

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====

10	General Fund	26,733.94
20	Transportation	29,662.81
30	Water Fund	46,319.26
35	Sewer Fund	200,408.59
40	Ambulance Fund	264.57
45	Lee C. Fine Airport Fund	27,146.39
47	Grand Glaize Airport Fund	38.78

GRAND TOTAL:		330,574.34
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TOTAL PAGES: 5



Osage Beach Police Department
1000 City Parkway • Osage Beach, MO 65065
Phone [573] 302-2010 • Fax [573] 348-3277 • www.OsageBeach.org

March 15, 2024

Mayor and Members of the Board,

Regarding the Liquor License application for Ballparks National. The requested liquor license is a full license that would allow liquor, wine and beer to be sold at the City Park.

When the City held the Liquor License we were only licensed for wine and beer, as is the case with most city parks that sell alcohol.

My professional opinion and experience have been that adding the hard liquor leads to intoxication quicker with less quantity of beverages. When individuals become intoxicated, they also tend to change their behavior which cannot always be favorable, especially when sports are involved. I know we want the visitors to our city park to have a great experience when visiting.

I reached out to the other Liquor Control Board members and the consensus was that it should be limited to Wine and Beer only. I, Alderman Hoffman, and Collector Brad Smith felt that wine and beer were sufficient. Member Susan Ebling was in favor of the full license.

Ultimately this is a board decision.

Respectfully,

Todd Davis
Police Chief

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-2039 Fax
www.osagebeach-mo.gov



Planning Dept: OK
Sewer Dept: OK
License #: 269302
187.50

LIQUOR LICENSE APPLICATION

Date of Application: 1/08/2024

Date Application Received: _____

Name of Establishment: Ballparks National LLC

Physical Address: 950 Hatchery Road, Osage Beach MO 65065

Mailing Address: 480 Kissick Way, Macks Creek MO 65786

Applicant Name: Jeff Verneti

(As it is to appear on license. If corporation, name of corporation and managing officer)

☒ Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri Highway Patrol along with the application.

☐ Renewal Applications: Submit completed application **and background check per Ordinance 15.81** (voter registration not required for renewals.) **Completed applications must be received by May 1st.** Applications received after May 1 are subject to the following late fees: May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

Item	Fee	License Description	City Code
a. ____	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
b. ____	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
c. ____	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
d. ____	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
e. ____	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
f. ____	75.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
g. ____	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
h. <u>X</u>	<u>750.00</u>	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.)	LDRK2
i. ____	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
j. ____	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
k. ____	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
l. ____	375.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.)	BWDRK2
m. <u>X</u>	300.00	Sunday Liquor Sales	LSUN
n. ____	15.00	*Caterer per day.	CTLQDY
o. ____	10.00	*Picnic per day.	PCLQDY
p. ____	N/C	Change of managing officer.	MGO
q. ____	N/C	Wine tasting.	WTG

*If applying for a Caterer or Picnic License describe the event in detail, including the event name, location and time.

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City of Osage Beach
Agenda Item Summary

Date of Meeting: March 21, 2024
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 24-09 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 610 Peddlers and Solicitors, Section 610.010 Definitions, Section 610.030 Identification Card Required for Peddlers and Solicitors-available for Canvassers, Section 610.040 Fees, Section 610.050 Application for Identification Card, Section 610.060 Contents of Application, Section 610.070 Issuance of Identification Card, Section 610.090 Denial-Administrative Revocation, Section 610.100 Hearing on Appeal, Section 610.130 Revocation of Card, Section 610.160 Violation to be prosecuted as trespass, adding Section 610.170 Additional Requirements for Mobile Food Establishments purposes of the City Code for various purposes as set forth. *Second Reading*

Requested Action:

Second Reading of Bill #24-09

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

The Citizens Advisory Committee was asked by the Mayor to review the Peddler and Solicitors Chapter. Specifically, the portion that might pertain to food trucks.

City Attorney Comments:

Per City Code 110.230, Bill 24-09 is in correct form.

City Administrator Comments:

In 2023, Bill 23-77, First Reading, was presented to the Board of Aldermen on October 19, 2023, outlining modifications to City Code Chapter 610 Peddlers and Solicitors regarding Mobile Food Establishments (Food Trucks). The Second Reading of Bill 23-77, read November 2, 2023, was tabled by the Board of Aldermen for more information.

First Reading of Bill 24-09 was read and approved, 4 YES / 2 NO, with a second modification on March 7, 2024.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 610 PEDDLERS AND SOLICITORS, SECTION 610.010 DEFINITIONS, SECTION 610.030 IDENTIFICATION CARD REQUIRED FOR PEDDLERS AND SOLICITORS – AVAILABLE FOR CANVASSERS, SECTION 610.040 FEES, SECTION 610.050 APPLICATION FOR IDENTIFICATION CARD, SECTION 610.060 CONTENTS OF APPLICATION, SECTION 610.070 ISSUANCE OF IDENTIFICATION CARD, SECTION 610.090 DENIAL-ADMINISTRATIVE REVOCATION, SECTION 610.100 HEARING ON APPEAL, SECTION 610.130 REVOCATION OF CARD, SECTION 610.160 VIOLATION TO BE PROSECUTED AS TRESPASS, ADDING SECTION 610.170 ADDITIONAL REQUIREMENTS FOR MOBILE FOOD ESTABLISHMENTS PURPOSES OF THE CITY CODE FOR VARIOUS PURPOSES AS SET FORTH.

WHEREAS, the City on October 19, 2023, the Board of Aldermen held a first reading of Bill No. 23.77 was unanimously approved: and

WHEREAS, the Board of Aldermen along with the Citizen's Advisory Committee wanted to add additional language to Chapter 610 so no further action on Bill No. 23-77: and

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

Section 1. Within the City Code there are hereby enacted new Sections with material repealed and replacing set forth below with new material set out in **RED** and deleted material struck as follows:

Section 610.010 Definitions.

As used in this Chapter, the following words have the meaning indicated:

CANVASSER

A person who attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident for the primary purpose of:

1. Attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue or candidate, even if incidental to such purpose the canvasser accepts the donation of money for or against such cause, or
2. Distributing a handbill or flyer advertising a non-commercial event or service.

FOOD TRUCK

An operation that stores, prepares, packages, serves or otherwise provides food for human consumption, and that operates from a movable vehicle, portable structure, or pushcart.

PEDDLER

One who either:

1. For profit to himself/herself or his/her principal, locates temporarily at one (1) place or goes from place to place to sell any good or service or seeks donations for any cause of a profit-making or commercial character, or
2. Attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident for the primary purpose of attempting to sell a good or service.
3. A "peddler" does not include a person who distributes handbills or flyers ~~for a commercial purpose~~, advertising an event, activity, good or service that is offered to the resident for purchase at a location away from the residence or at a time different from the time of visit. Such a person is a "solicitor".
4. A "peddler" does not include a Food Truck.

SOLICITOR

One who ~~either~~:

1. ~~Solicits at any location within the City for a charitable, political or religious purpose, even if incidental for such purpose there is the sale of some good or service; or~~
2. A **Makes or** attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident **for a commercial purpose**. ~~for the primary purpose of:~~
 - a. ~~Attempting to obtain a donation to a particular patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, charitable, political or religious purpose, even if incidental to such purpose there is the sale of some good or service; or~~
 - b. ~~Distributing a handbill or flyer advertising a commercial event or service.~~

Section 610.030 Identification Card Required For Peddlers and Solicitors — Available For

Canvassers; Permit Required for Food Trucks.

No person shall act as a peddler or as a solicitor within the City without first obtaining an identification card in accordance with this Chapter. A canvasser is not required to have an identification card but any canvasser wanting an identification card for the purpose of reassuring City residents of the canvasser's good faith shall be issued one upon request.

A Food Truck shall be required to obtain a Food Truck Permit as provided in this Chapter.

Section 610.040 Fee.

A. The fee for the issuance of each identification card shall be as follows:

1. For a peddler acting on behalf of a merchant otherwise licensed to do business within the City, no fee as long as the peddler is operating on the merchant's licensed premises.
2. For a peddler acting on behalf of a merchant not **listed in subsection 1 above** otherwise licensed to do business within the City, a five-hundred-dollar (\$500.00) fee for six (6) months plus thirty-five dollars (\$35.00) per card issued.
3. The applicant shall deposit with the City Clerk a bond in the amount of one hundred dollars (\$100.00) (cash or surety) per card to secure collection and payment to the Missouri Department of Revenue all sales tax due and payable by reason of sales made within this City. Said bond shall be forfeited to the City if the applicant does not, within ninety (90) days of the expiration or surrender of the peddler's card, demonstrate by affidavit or otherwise that sales tax has been paid.
4. For a solicitor ~~(including a commercial solicitor) advertising an event, activity, good or service for purchase at a location away from the solicitor's premises~~ — no fee.
- ~~5. For a charitable organization recognized by the Internal Revenue Service (IRS) as a 501(c)(3) exempt organization — no fee.~~
- ~~6~~5. For a canvasser requesting an identification card — no fee.

B. The fee for a Food Truck Permit shall be five hundred dollars (\$500.00) for one year.

Section 610.050 Application For Identification Card or Food Truck Permit.

Any person or organization may apply for one (1) or more identification cards **or a Food Truck Permit** by completing an application form at the office of the City Clerk during regular office hours.

Section 610.060 Contents of Application.

A. The applicant shall provide the following information:

1. Name of applicant. **If the applicant is a company, LLC, corporation, partnership, or other entity, said entity shall provide the name(s) of all responsible owners, members, officers, and/or employees of said entity and provide the following information for each.**
2. Number of identification cards **or permits.**
3. The name, physical description and photograph of each **applicant** ~~person for which a card is requested~~. In lieu of this information, a driver's license, State identification card, passport or other government-issued identification (issued by

a government within the United States) containing this information may be provided and a photocopy taken. If a photograph is not supplied, the City will take an instant photograph of each person for which a card is requested at the application site. The actual cost of the instant photograph will be paid by the applicant.

4. The permanent and (if any) local address of the applicant.
5. The permanent and (if any) local address of each **applicant**~~person for whom a card is requested~~.
6. A brief description of the proposed activity related to this ~~identification card~~**application**. (Copies of the literature to be distributed may be substituted for this description at the option of the applicant.)
7. ~~Date and place of birth for each applicant person for whom a card is requested and the Social Security number of such person.~~
8. A list of all ~~infraction, offense,~~ misdemeanor and felony convictions of each **applicant** ~~person for whom a card is requested~~ for the seven (7) years immediately prior to the application.
9. The motor vehicle make, model, year, color and State license plate number of any vehicle that will be used by each **applicant**~~person for whom a card is requested~~.
10. If a card is requested for a peddler, the following additional requirements shall be met:
 - a. The name and permanent address of the business offering the event, activity, good or service (i.e., the peddler's principal).
 - b. A copy of the principal's sales tax license as issued by the State of Missouri showing Osage Beach as their place of business, provided that no copy of a license shall be required of any business which appears on the City's annual report of sales tax payees as provided by the Missouri Department of Revenue.
 - c. The location where books and records are kept of sales which occur within the City and which are available for City inspection to determine that all City sales taxes have been paid.
 - d. Written permission from the property owner where the proposed activity is to take place.
 - e. Peddlers are specifically prohibited from setting up in a fixed location unless all requirements of the Osage Beach Zoning Code have been met.

11. If a Food Truck Permit is requested:

- a. A copy of the applicant's current health inspection showing that the applicant meets all current health requirements.
- b. A copy of all approvals required by the county(ies) in which the applicant intends to operate.
- c. The address of the applicant's commissary location.
- d. Written permission from the owner or other person in rightful control of the property (such as a lessee) where the establishment intends to operate. If additional locations are added after issuance of the identification card, such written permissions must be provided to the City Clerk before the Food Truck may operate there.

~~If a card is requested for a solicitor, the following additional requirements shall be met:~~

- ~~a. The name and permanent address of the organization, person or group for whom donations (or proceeds) are accepted.~~
- ~~b. The web addresses for this organization, person or group (or other address) where residents having subsequent questions can go for more information.~~

Section 610.070 Issuance of Identification Card ~~or Food Truck Permit.~~

- A. ~~The identification card(s) and Food Truck Permits~~ shall be issued promptly after application but in all cases within sixteen (16) business hours of completion of an application, unless it is determined within that time that:
1. The applicant has been convicted of a felony or a misdemeanor involving moral turpitude within the past seven (7) years;
 2. With respect to a particular ~~application card~~, the ~~applicant individual for whom a card is requested~~ has been convicted of any felony or a misdemeanor involving moral turpitude within the past seven (7) years; ~~or~~
 3. Any statement upon the application is false, unless the applicant can demonstrate that the falsehood was the result of excusable neglect.

Section 610.080 Investigation.

~~During the period of time following the application for one (1) or more identification cards and its issuance, the City shall investigate as to the truth and accuracy of the information contained in the application. If the City has not completed this investigation within the sixteen (16) business hours provided in Section 610.070, the identification card will nonetheless be issued, subject, however to administrative revocation upon completion of the investigation.~~

Section 610.090 Denial — Administrative Revocation.

If the issuing officer denies (or upon completion of an investigation revokes) ~~an~~ the identification card **or Food Truck Permit** to one (1) or more persons, he/she shall immediately convey the decision to the applicant orally and shall within sixteen (16) working hours after the denial prepare a written report of the reason for the denial which shall be immediately made available to the applicant. Upon receipt of the oral notification, and even before the preparation of the written report, the applicant shall have at his/her option an appeal of the denial of his/her application before the **Board of Aldermen** ~~Municipal Court of the City~~, provided that such a hearing will be scheduled within **twenty (20)** ~~ten (10)~~ days of the request, due notice of which is to be given to the public and the applicant.

Section 610.100 Hearing On Appeal.

If the applicant requests a hearing under Section **610.090**, the hearing shall be held in accordance with the Administrative Procedure Act of the State of Missouri and review from the decision (on the record of the hearing) shall be had to the Circuit Court of Camden County. The hearing shall also be subject to the Missouri **Sunshine** ~~Open Meetings and Records~~ law.

Section 610.130 Revocation of Card **or Food Truck Permit.**

- A. In addition to the administrative revocation of an identification card, a card may be revoked for any of the following reasons:
1. Any violation of this Chapter by the applicant or by the person for whom the particular card was issued.
 2. Fraud, misrepresentation or incorrect statement made in the course of carrying on the activity.
 3. Conviction of any felony or a misdemeanor involving moral turpitude within the last seven (7) years.
 4. Conducting the activity in such a manner as to constitute a breach of the peace or a menace to the health, safety or general welfare of the public.

Section 610.170 Additional Requirements for Food Trucks.

A. Any person operating a Food Truck:

1. Shall not operate within City limits without a merchant's license as required by Section **605.020** of this Code.
2. Shall not set up and remain in a fixed location unless all requirements of the Zoning Code of the City have been met.
3. Shall not operate within 200 feet of any Bar, Restaurant, or Outdoor Dining Area as those terms are defined in Section **405.020** of this Code without the written consent of such Bar, Restaurant, or Outdoor Dining Area, unless operating on the property of an existing Bar or Restaurant with the permission of

the owner or other person in rightful control of the property (such as a lessee). Such distance shall be measured between the Food Truck and the nearest edge of the other structure (including walls, awnings, patios, decks, stairs, or any like improvements).

4. Shall not stand, walk or loiter on the roadway or in any other manner stall, delay or obstruct the normal flow of traffic.
 5. Shall not operate in such a manner as to cause grease or other waste to flow into private or public sewers, or otherwise violate the requirements of Section **710.280** of this Code regarding prohibited discharges.
 6. Shall not fail to provide means for the Food Truck and its customers to dispose of trash and other solid waste in a sanitary and safe manner, or to fail to collect and dispose of solid waste attributable to the Food Truck, or to otherwise violate Section **215.060** of this Code.
 7. Shall comply with all applicable federal, state, and local laws regarding food service and food safety, including but not limited to the Missouri Food Code as stated in 19 C.S.R. § 20-1.025 Sanitation of Food Establishments.
 8. Shall comply with all requirements and instructions of the Health Departments of Camden and/or Miller Counties (as appropriate).
- B. Upon the violation of any of the terms of this Article, any Food Truck Permit may be temporarily suspended by the City Clerk, or revoked after an opportunity for a hearing by the City Administrator upon serious or repeated violations. The City Clerk shall have the specific authority to suspend the permit of any Food Truck when such shall constitute a public health hazard or jeopardizes public health by reason of food that is unsafe for human consumption. Any Food Truck may at any time make an application for the reinstatement of its permit. Within five business days after the receipt of a satisfactory application, accompanied by a statement signed by the applicant to the effect that the violated provision has been conformed with, the City Clerk shall determine whether the violation has been corrected and so inform the applicant. Once the City Clerk determines the violation has been resolved, the Food Truck Permit shall be reissued unless it has been revoked under this section.

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: March 7, 2024

READ SECOND TIME:

I hereby certify that Ordinance No.24.09 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 his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No.24.09.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 610 PEDDLERS AND SOLICITORS, SECTION 610.010 DEFINITIONS, SECTION 610.030 IDENTIFICATION CARD REQUIRED FOR PEDDLERS AND SOLICITORS – AVAILABLE FOR CANVASSERS, SECTION 610.040 FEES, SECTION 610.060 CONTENTS OF APPLICATION, SECTION 610.160 VIOLATION TO BE PROSECUTED AS TRESPASS, ADDING SECTION 610.170 ADDITIONAL REQUIREMENTS FOR MOBILE FOOD ESTABLISHMENTS PURPOSES OF THE CITY CODE FOR VARIOUS PURPOSES AS SET FORTH.

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

Section 1. Within the City Code there are hereby enacted new Sections with material repealed and replacing set forth below with new material set out in **RED** and deleted material struck as follows:

Section 610.010 Definitions.

As used in this Chapter, the following words have the meaning indicated:

CANVASSER

A person who attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident for the primary purpose of:

1. Attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue or candidate, even if incidental to such purpose the canvasser accepts the donation of money for or against such cause, or
2. Distributing a handbill or flyer advertising a non-commercial event or service.

MOBILE FOOD ESTABLISHMENT

A an operation that stores, prepares, packages, serves or otherwise provides food for human consumption, and that operates from a movable vehicle, portable structure, or pushcart.

PEDDLER

One who either:

1. For profit to himself/herself or his/her principal, locates temporarily at one (1) place or goes from place to place to sell any good or service or seeks donations for any cause of a profit-making or commercial character, or

2. Attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident for the primary purpose of attempting to sell a good or service.

3. A "peddler" does not include a person who distributes handbills or flyers ~~for a commercial purpose,~~ advertising an event, activity, good or service that is offered to the resident for purchase at a location away from the residence or at a time different from the time of visit. Such a person is a "solicitor".

4. A "peddler" does not include a Mobile Food Establishment.

SOLICITOR

One who either:

- ~~1. Solicits at any location within the City for a charitable, political or religious purpose, even if incidental for such purpose there is the sale of some good or service; or~~
- ~~2. A **makes or** attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident **for a commercial purpose.** for the primary purpose of:~~
 - ~~a. Attempting to obtain a donation to a particular patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, charitable, political or religious purpose, even if incidental to such purpose there is the sale of some good or service, or~~
 - ~~b. Distributing a handbill or flyer advertising a commercial event or service.~~

Section 610.030 Identification Card Required For Peddlers and Solicitors — Available For Canvassers.

No person shall act as a peddler, ~~or as a solicitor,~~ **or mobile food establishment** within the City without first obtaining an identification card in accordance with this Chapter. A canvasser is not required to have an identification card but any canvasser wanting an identification card for the purpose of reassuring City residents of the canvasser's good faith shall be issued one upon request.

Section 610.040 Fee.

- A. The fee for the issuance of each identification card shall be as follows:
 1. For a peddler acting on behalf of a merchant otherwise licensed to do business within the City, no fee as long as the peddler is operating on the merchant's licensed premises.
 2. For a peddler acting on behalf of a merchant not **listed in subsection 1 above** ~~otherwise licensed to do business within the City,~~ a five hundred dollar (\$500.00) fee for six (6) months plus thirty-five dollars (\$35.00) per card issued.
 3. The applicant shall deposit with the City Clerk a bond in the amount of one hundred dollars (\$100.00) (cash or surety) per card to secure collection and payment to the Missouri Department of Revenue all sales tax due and payable by reason of sales made within this City. Said bond shall be forfeited to the City if the applicant does not, within ninety (90) days of the expiration or surrender of the peddler's card, demonstrate by affidavit or otherwise that sales tax has been paid.
 4. For a solicitor ~~(including a commercial solicitor) advertising an event, activity, good or service for purchase at a location away from the solicitor's premises —~~ no fee.
 5. **For a mobile food establishment:** ~~For a charitable organization recognized by the Internal Revenue Service (IRS) as a 501(c)(3) exempt organization —~~ no fee.
 - a. Ten dollars (\$10.00) for a single-day event;**
 - b. Twenty dollars (\$20.00) for five consecutive days or less;**
 - c. One hundred dollars (\$100.00) for six calendar months or less.**

6. For a canvasser requesting an identification card — no fee.

Section 610.060 Contents of Application.

A. The applicant shall provide the following information:

1. Name of applicant. **If the applicant is a company, LLC, corporation, partnership, or other entity, said entity shall provide the name(s) of all responsible owners, members, officers, and/or employees of said entity and provide the following information for each.**
2. Number of identification cards.
3. The name, physical description and photograph of each person for which a card is requested. In lieu of this information, a driver's license, State identification card, passport or other government-issued identification (issued by a government within the United States) containing this information may be provided and a photocopy taken. If a photograph is not supplied, the City will take an instant photograph of each person for which a card is requested at the application site. The actual cost of the instant photograph will be paid by the applicant.
4. The permanent and (if any) local address of the applicant.
5. The permanent and (if any) local address of each person for whom a card is requested.
6. A brief description of the proposed activity related to this identification card. (Copies of the literature to be distributed may be substituted for this description at the option of the applicant.)
7. ~~Date and place of birth for each person for whom a card is requested and the Social Security number of such person.~~
8. A list of all ~~infraction, offense,~~ misdemeanor and felony convictions of each person for whom a card is requested for the seven (7) years immediately prior to the application.
9. The motor vehicle make, model, year, color and State license plate number of any vehicle that will be used by each person for whom a card is requested.
10. If a card is requested for a peddler, the following additional requirements shall be met:
 - a. The name and permanent address of the business offering the event, activity, good or service (i.e., the peddler's principal).
 - b. A copy of the principal's sales tax license as issued by the State of Missouri showing Osage Beach as their place of business, provided that no copy of a license shall be required of any business which appears on the City's annual report of sales tax payees as provided by the Missouri Department of Revenue.

- c. The location where books and records are kept of sales which occur within the City and which are available for City inspection to determine that all City sales taxes have been paid.
- d. Written permission from the property owner where the proposed activity is to take place.
- e. Peddlers are specifically prohibited from setting up in a fixed location unless all requirements of the Osage Beach Zoning Code have been met.

11. **If a card is requested for a mobile food establishment:**

- a. A copy of the applicant's current health inspection showing that the applicant meets all current health requirements.
- b. A copy of all approvals required by the county(ies) in which the applicant intends to operate.
- c. The address of the applicant's commissary location.
- d. Written permission from the property owner(s) where the establishment intends to operate. If additional locations are added after issuance of the identification card, such written permissions must be provided to the City Clerk before the mobile food establishment may operate there.

~~If a card is requested for a solicitor, the following additional requirements shall be met:~~

- ~~a. The name and permanent address of the organization, person or group for whom donations (or proceeds) are accepted.~~
- ~~b. The web addresses for this organization, person or group (or other address) where residents having subsequent questions can go for more information.~~

Section 610.070 Issuance of Identification Card.

- A. The identification card(s) shall be issued promptly after application but in all cases within sixteen (16) business hours of completion of an application, unless it is determined within that time that:
 - 1. The applicant has been convicted of a felony or a misdemeanor involving moral turpitude within the past seven (7) years;
 - 2. With respect to a particular card, the individual for whom a card is requested has been convicted of any felony or a misdemeanor involving moral turpitude within the past seven (7) years; ~~or~~
 - 3. Any statement upon the application is false, unless the applicant can demonstrate that the falsehood was the result of excusable neglect; **or**
 - 4. Additional time is required to verify or otherwise inspect the application.

Section 610.170 Additional Requirements for Mobile Food Establishments.

Any person operating a mobile food establishment:

1. Shall not operate within City limits without a merchant's license as required by Section **605.020** of this Code.
2. Shall not set up and remain in a fixed location unless all requirements of the Zoning Code of the City have been met.
3. Shall not stand, walk or loiter on the roadway or in any other manner stall, delay or obstruct the normal flow of traffic.
4. Shall not operate in such a manner as to cause grease or other waste to flow into private or public sewers, or otherwise violate the requirements of Section **710.280** of this Code regarding prohibited discharges.
5. Shall not fail to provide means for the mobile food establishment and its customers to dispose of trash and other solid waste in a sanitary and safe manner, or to fail to collect and dispose of solid waste attributable to the mobile food establishment, or to otherwise violate Section **215.060** of this Code.
6. Shall comply with all applicable federal, state, and local laws regarding food service and food safety, including but not limited to the Missouri Food Code as stated in 19 C.S.R. § 20-1.025 Sanitation of Food Establishments.
7. Shall comply with all requirements and instructions of the Health Departments of Camden and/or Miller Counties (as appropriate).

Upon the violation of any of the terms of this Article, any identification card may be temporarily suspended by the City Clerk, or revoked after an opportunity for a hearing by the City Administrator upon serious or repeated violations. The City Clerk shall have the specific authority to suspend the identification card of any mobile food establishment when such shall constitute a public health hazard or jeopardizes public health by reason of food that is unsafe for human consumption. Any mobile food establishment may at any time make application for the reinstatement of the identification card. Within five business days after the receipt of a satisfactory application, accompanied by a statement signed by the applicant to the effect that the violated provision has been conformed with, the City Clerk shall determine whether the violation has been corrected and so inform the applicant. Once the City Clerk determines the violation has been resolved, the identification card shall be reissued unless it has been revoked under this section.

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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: October 19, 2023

READ SECOND TIME:

I hereby certify that Ordinance No.23.77 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 his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No.23.77.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: March 21, 2024
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 24-14 - An ordinance of the City of Osage Beach, Missouri, Amending Ordinance No. 23.90 Adopting the 2024 Annual Operating Budget, Transfer of Funds for Recruitment Costs *Second Reading*

Requested Action:

Second Reading of Bill #24.14

Ordinance Referenced for Action:

Board of Aldermen approval required for certain budget amendments per Municipal Code Chapter 135; Section 135.020 Budget and Financial Control.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 24-14 is in correct form.

City Administrator Comments:

The first reading was read and approved March 7, 2024.

This request is to amend the budget to allocate funds with the intent of contracting with a firm for executive recruitment services, specifically for the City Engineer position.

Exact cost will be known upon receipt of proposals for firm selection. Unrestricted funds are available to support this amendment request.

BILL NO. 24-14

ORDINANCE NO. 24.14

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 23.90 ADOPTING THE 2024 ANNUAL OPERATING BUDGET, TRANSFER OF FUNDS FOR RECRUITMENT COSTS

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

Section 1. That the 2024 Annual Operating Budget adopted as Ordinance No. 23.90 is hereby amended by appropriating additional funds or reducing appropriations as follows:

	Original Item	Amended Item
10-12-733429 Recruitment Costs	\$0	\$30,000

Section 2. In all other respects the 2024 Annual Operating Budget adopted in Ordinance No. 23.90 remains in full force and effect.

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

READ FIRST TIME: March 7, 2024

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.14 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.14.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: March 21, 2024
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:
Public Hearing - Proposed Water and Sewer User Rate Schedule Changes

Requested Action:

Ordinance Referenced for Action:
Public Hearing required per State Statutes

Deadline for Action:
Not Applicable

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
Not Applicable

City Attorney Comments:
Not Applicable

City Administrator Comments:
Discussion with the Board of Aldermen regarding proposed water and sewer rate schedule changes occurred at the January 18, 2024 Board of Aldermen meeting. The stated rate adjustments will adequately fund our water and wastewater (sewer) systems. This is a required Public Hearing for such changes to our user charges per State Statutes, and said notice required a 30-day notice. The Public Hearing notice was published on February 13, 2024, enclosed. The first readings for user rate changes follow the Public Hearing, for the Board's consideration.



NEWS RELEASE

For Release: Immediate Release
Tuesday, February 13, 2024

Contact: Jeana Woods
City Administrator
City of Osage Beach
573.302.2000 x1010
jwoods@osagebeach.org

-City of Osage Beach-

Osage Beach Water and Sewer User Rate Schedule Changes

Osage Beach, MO – The City is committed to operating its water and sewer systems in a safe, lawful, and financially sound manner, and providing excellent water and sewer utility services. To achieve this goal, it has become necessary to increase user fee rates.

Economic factors, including inflation and supply-chain issues which has greatly increased the costs of equipment, materials and labor, coupled with an increase in needed system repairs and improvements over the past 24 months has contributed to an unprecedented increase in system expenditures and use of financial reserves. Increases are needed for the purpose of operating, maintaining, and improving the water and sewer systems, and to replenish adequate reserves and ensure revenues for overall operation and maintenance of the system are generated.

A Public Hearing will be held on March 21, 2024, at the 5:30 PM Board of Aldermen meeting at City Hall. Proposed rate schedule changes were presented to the Board of Aldermen last month and are enclosed. Rate schedule changes are anticipated to be effective July 1, 2024, upon Board of Aldermen approval. The Board of Aldermen will consider the First Readings of the applicable bills following the scheduled public hearing.

The City's water system was built in the early 2000s and currently serves nearly 6,100 users. The City's 8 wells with 4 water towers produced nearly 380 million gallons of water for our system's users. The City's sewer system was built in the 1980s and currently serves nearly 7,100 users. The system includes over 1,200 grinder pump stations and 59 sewer lift stations. Sewer flows from our system's users equated to over 352 million gallons in 2023.

Over the past four years, the number of utility users has grown 6% in both the water and sewer systems.

###

Never miss any information from the City of Osage Beach; sign up for all City alerts at www.osagebeach.org. Click on the "Notify Me Sign Up" and follow the easy steps.

Review Analysis

■ Proposed Water Rates

	Current		July 1, 2024	
	In-City	Out-of-City	In-City	Out-of-City
5/8"	\$22.73	\$98.00	\$32.54	\$141.50
1"	\$31.35	\$136.67	\$44.85	\$197.57
1 1/2"	\$39.94	\$175.35	\$57.31	\$253.65
2"	\$63.60	\$281.67	\$91.62	\$407.82
3"	\$237.96	\$1,064.68	\$344.44	\$1,543.18
4"	\$302.36	\$1,354.68	\$437.82	\$1,963.68
6"	\$366.90	\$1,644.68	\$531.40	\$2,384.18
Volumetric (1,000 gal)	\$1.34		\$1.34	
Aggregate % Increase			34%	

Review Analysis

■ Proposed Sewer Rates - METERED

	Current		July 1, 2024	
	In-City	Out-of-City	In-City	Out-of-City
5/8"	\$18.20	\$39.58	\$35.14	\$81.61
1"	\$24.45	\$54.41	\$47.64	\$112.75
1 1/2"	\$30.74	\$69.25	\$60.22	\$143.91
2"	\$47.98	\$110.02	\$94.70	\$229.53
3"	\$174.98	\$410.28	\$348.70	\$860.08
4"	\$222.02	\$521.48	\$442.78	\$1,093.60
6"	\$269.06	\$632.71	\$536.86	\$1,327.18
Volumetric (1,000 gal)	\$2.52		\$3.78	
Aggregate % Increase			85%	

Review Analysis

■ Proposed Sewer Rates – NON-METERED (Flat Rate)

	Current		July 1, 2024	
	In-City	Out-of-City	In-City	Out-of-City
A	\$33.34	\$52.58	\$66.68	\$110.42
B	\$211.05	\$332.85	\$422.10	\$698.99
C	\$343.40	\$541.53	\$686.80	\$1,137.21
D	\$738.84	\$1,165.14	\$1,477.68	\$2,446.79
E	\$1,433.15	\$2,260.09	\$2,866.30	\$4,746.19
F	\$4,001.51	\$6,310.47	\$8,003.02	\$13,251.99
G	\$5,939.55	\$9,366.76	\$11,879.10	\$19,670.20
Aggregate % Increase			85%	

Sample Billing

■ Residential, In-City – 5/8” Metered Water & Sewer

	<i>Current</i>	<i>Proposed</i>		<i>Monthly Increase</i>	<i>Annual Increase</i>
Gallons	5,000				
Water	\$28.09	\$37.90	35%	\$9.81	\$117.72
Sewer	\$28.28	\$50.26	78%	\$21.98	\$263.76
TOTAL	\$56.37	\$88.16	56%	\$31.79	\$381.48

Sample Billing

- M/F – 16 unit, In-City – Metered Water & Sewer

	<i>Current</i>	<i>Proposed</i>		<i>Monthly Increase</i>	<i>Annual Increase</i>
Units	16				
Gallons	60,000				
Water	\$422.64	\$579.60	37%	\$156.96	\$1,883.52
Sewer	\$402.08	\$728.56	81%	\$326.48	\$3,917.76
TOTAL	\$824.72	\$1,308.16	59%	\$483.44	\$5,801.28
Per Unit	\$51.55	\$81.76		\$30.21	\$362.58

Sample Billing

- Commercial, In-City – 1” Metered Water & Sewer

	<i>Current</i>	<i>Proposed</i>		<i>Monthly Increase</i>	<i>Annual Increase</i>
Gallons	18,000				
Water	\$54.13	\$67.63	25%	\$13.50	\$162.00
Sewer	\$67.29	\$111.90	66%	\$44.61	\$535.32
TOTAL	\$121.42	\$179.53	48%	\$58.11	\$697.32

Sample Billing

- Commercial, In-City – 2” Metered Water & Sewer

	<i>Current</i>	<i>Proposed</i>		<i>Monthly Increase</i>	<i>Annual Increase</i>
Gallons	110,000				
Water	\$209.66	\$237.68	13%	\$28.02	\$336.24
Sewer	\$322.66	\$506.78	57%	\$184.12	\$2,209.44
TOTAL	\$532.32	\$744.46	40%	\$212.14	\$2,545.68

Comparisons

- Residential - In-City, 5,000 gallons

	Camdenton	Eldon	Lake Ozark	Osage Beach	Sunrise Beach	Laurie
Water	\$22.75	\$27.14	\$43.52	\$37.90	\$57.39	\$55.59
Sewer	\$22.50	\$38.52	\$34.27	\$50.26	\$55.00	\$90.60
Total	\$45.25	\$65.66	\$77.79	\$88.16	\$112.39	\$146.19

Comparisons

- Commercial - In-City, 2" Metered, 110,000 gallons

	Sunrise Beach	Eldon	Camdenton	Osage Beach	Lake Ozark	Laurie
Water	\$109.89	\$342.64	\$405.00	\$237.68	\$814.84	\$722.34
Sewer	\$110.00	\$286.51	\$306.00	\$506.78	\$512.01	\$996.60
Total	\$219.89	\$629.15	\$711.00	\$744.46	\$1,326.85	\$1,718.94

City of Osage Beach
Agenda Item Summary

Date of Meeting: March 21, 2024
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 24-12 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 710 Sewers and Sewerage Systems, Article VII User Charge System, Section 710.470 Rate Schedule. *First Reading*

Requested Action:

First Reading of Bill #24-12

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 24-12 is in correct form.

City Administrator Comments:

The proposed rates are based on the presented data and discussion from the January 18, 2024 meeting. Financial activity in the Sewer Fund realized since the previous rate increase has outpaced historical expenditure trends and forecast activity, and the use of reserves and other unrestricted monies has been needed to fill financial gaps in the Sewer Fund. Economic factors, such as inflation and supply-chain issues, as well as unexpected system breakages/failures have contributed to the unprecedented increase

in expenditure trends since mid-late 2022 and throughout 2023.

Sewer rate increases are needed to ensure adequate revenues for overall operation and maintenance of the system are generated, including replenishing reserves and continuing a more aggressive approach to system repair and improvements to meet increased demands and maintenance requirements of our system.

The enclosed presentation outlines details for the Water and Sewer Systems, including billing estimates and area rate comparisons.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 710 SEWERS AND SEWERAGE SYSTEMS, ARTICLE VII USER CHARGE SYSTEM, SECTION 710.470 RATE SCHEDULE.

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

Section 1. That the Code of Ordinances of the City of Osage Beach, in Chapter 710, specifically Section 710.470 Rate Schedule are hereby enacted with amendments as set forth below with new material set out in **RED** and deleted material struck as follows:

Section 710.470 Rate Schedule:

- A. It is determined to be necessary and conducive of the public health, safety, welfare and convenience of the City to collect charges from all customers who use the public sewer system. The proceeds of such charges so derived will be used for the purpose of operating, maintaining, retiring the debt, improvements and extensions for such public sewer system.

For metered customers, the sewer user charge shall be the monthly minimum sewer rate defined in Subsection (1) below plus the volumetric sewer rate defined in Subsection (2) below.

For non-metered customers, the monthly sewer user charge shall be the flat rate charge defined in Subsection (3) below.

1. *Monthly minimum rate.* The sewer monthly minimum rates for both in-City and out-of-City customers are scheduled as follows:

	Effective May 1, 2023	
Meter Size	In-City	Out-Of-City
5/8 inch	\$18.20	\$39.58
1 inch	\$24.45	\$54.41
1 1/2 inch	\$30.74	\$69.25
2 inch	\$47.98	\$110.02
3 inch	\$174.98	\$410.28
4 inch	\$222.02	\$521.48
6 inch	\$269.06	\$632.71

Effective July 1, 2024

Meter Size	In-City	Out-Of-City
5/8 inch	\$35.14	\$81.61
1 inch	\$47.64	\$112.75
1 1/2 inch	\$60.22	\$143.91
2 inch	\$94.70	\$229.53
3 inch	\$348.70	\$860.08
4 inch	\$442.78	\$1,093.60
6 inch	\$536.86	\$1,327.18

2. *Volumetric rate.* For sewer customers on metered water service, the sewer volumetric rate is charged per one thousand (1,000) gallons of metered water consumption in excess of the first one thousand (1,000) gallons included in the monthly minimum rate. The volumetric rates are scheduled as follows:

Effective ~~May 1, 2023~~ July 1, 2024

Per 1,000 gallons	\$2.52 \$3.78
-------------------	---------------------------------

3. *Flat rate.* For sewer customers without metered City water service, the monthly sewer charge shall be a flat rate charge based on the user's defined class(es).
- b. *Flat rate charges.* The monthly flat rate charges for both in-City and out-of-City customers are scheduled as follows:

~~Effective May 1, 2023~~

Class	In-City	Out-Of-City
A	\$33.34	\$52.58
B	\$211.05	\$332.85
C	\$343.40	\$541.53
D	\$738.84	\$1,165.14
E	\$1,433.15	\$2,260.09
F	\$4,001.51	\$6,310.47
G	\$5,939.55	\$9,366.76

Effective July 1, 2024

Class	In-City	Out-Of-City
A	\$66.68	\$110.42
B	\$422.10	\$698.99
C	\$686.80	\$1,137.21
D	\$1,477.68	\$2,446.79
E	\$2,866.30	\$4,746.19
F	\$8,003.02	\$13,251.99
G	\$11,879.10	\$19,670.20

Section 2. After passage and approval by the Mayor this Ordinance shall be in full force and effective July 1, 2024.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.12 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.12

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



City of Osage Beach Water and Sewer User Charges

Jeana Woods

City Administrator

February 15, 2024

Water & Sewer User Charge Systems

- Provide clean, safe, and affordable water to our community
- Operate our water and sewer systems in a safe, lawful, and financially sound manner
- Requirements
 - Fair and Equitable Rate for all users (*SRF, DNR*)
 - Combined Water & Sewer - < 4.5% of MHI requirements apply per EPA
 - Collect adequate revenues *annually* for O&M, Retiring Debt, Depreciation and Replacement Reserve, Improvements and Extensions (*SRF, DNR*)
 - Ensure system generates adequate revenues for operation and maintenance

Current Position

■ Water

- ❑ Majority of system was built in early 2000s
- ❑ Nearly 250 miles of water line, 8 wells, 4 towers, and 999 fire hydrants to maintain
- ❑ Nearly 6,100 users - *6% increase since 2019*
 - *Residential users = 87% - 6% increase since 2019*
 - ❑ *3% non-metered users*
 - *Commercial users = 13% - 5% increase since 2019*
 - ❑ *4% are non-metered users*
- ❑ Since 2019 – Slight decrease in non-metered customers; slight increase in Out-of-City customers (Current - In-City=99%; Out-of-City=1%)
- ❑ Billed Consumption – FY2023 = 379 million gallons, approx. 9% increase from FY2022
- ❑ In-City build-out nearly 100% (less than 25 users unserved)

Current Position

■ Sewer

- ❑ Majority of the system was built in the mid-1980s
- ❑ Approximately 153 miles of sewer line, over 1,200 grinder stations, and 59 lift stations to maintain
- ❑ Nearly 7,100 users – *5% growth since 2019*
 - *Residential users = 86% - 6% increase since 2019*
 - ❑ *17% non-metered users*
 - *Commercial users = 14% - 4% increase since 2019*
 - ❑ *27% non-metered users*
- ❑ Since 2019 – Slight decrease in non-metered customers; slight increase in Out-of-City customers (Current - In-City=91%; Out-of-City=8%)
- ❑ WWTP Flows – FY2023 = 352 million gallons; approx. 9% decrease from FY2022
- ❑ In-City build-out nearly at 100% (less than 50 users unserved)

Review Analysis

■ Water

□ Rate Increase History

- FY2007 – Revamped entire user charge system methodology (DNR Approved)
- FY2010 (12.9%); FY2012 (3.5%); FY2014 (4.0%); FY2016 (15.0%); FY2018 (5.0%); FY2023 (11.0%).
- **Rate Increase recommended – replenish reserves; increase in consumption of users; accommodate further capital investment to aging system.**

■ Depreciation and Replacement (D & R) Account

- MoDNR require adequate reserves for asset management & replacement – Adjustments to funding needed
- 20-year schedule updated - Includes Repair of System; Tower, Tank, & Well Improvements; Capital Improvements; Other Operating Capital Schedules (i.e. equipment, truck replacements, etc.) – Excludes Infrastructure Capacity Expansion
- Current balance \$1.2 million; Balance to maintain = \$1.8 – \$2.0 million.

Review Analysis

■ Sewer

□ Rate Increase History

- FY2007 – Revamped entire user charge system methodology (DNR Approved)
- FY2010 (15.7%); FY2012 (4.6%); FY2014 (2.8%); FY2016 (4.0%); FY2018 (3.0%); FY2023 (13.0%).
- **Rate Increase recommended – replenish reserves; accommodate capital investment to aging system; nearly \$3 million unexpected expenditures since FY2022.**

■ Depreciation and Replacement (D & R) Account

- MoDNR require adequate reserves for asset management & replacement – Adjustments to funding needed
- 20-year schedule adjusted for inflation and interest (future value calculation) - Includes Repair of System; Pumps & Panels; Capital Improvements; Operating Capital or Improvement Schedules (i.e. other system improvements, equipment, truck replacements, etc.) – Excludes Infrastructure Expansion
- Current balance \$1.1 million; Balance to maintain = \$2.0 – \$2.8 million.

Review Analysis

■ Proposed Water Rates

	Current		July 1, 2024	
	In-City	Out-of-City	In-City	Out-of-City
5/8"	\$22.73	\$98.00	\$32.54	\$141.50
1"	\$31.35	\$136.67	\$44.85	\$197.57
1 ½"	\$39.94	\$175.35	\$57.31	\$253.65
2"	\$63.60	\$281.67	\$91.62	\$407.82
3"	\$237.96	\$1,064.68	\$344.44	\$1,543.18
4"	\$302.36	\$1,354.68	\$437.82	\$1,963.68
6"	\$366.90	\$1,644.68	\$531.40	\$2,384.18
Volumetric (1,000 gal)	\$1.34		\$1.34	
Aggregate % Increase			34%	

Review Analysis

■ Proposed Sewer Rates - METERED

	Current		July 1, 2024	
	In-City	Out-of-City	In-City	Out-of-City
5/8"	\$18.20	\$39.58	\$35.14	\$81.61
1"	\$24.45	\$54.41	\$47.64	\$112.75
1 ½"	\$30.74	\$69.25	\$60.22	\$143.91
2"	\$47.98	\$110.02	\$94.70	\$229.53
3"	\$174.98	\$410.28	\$348.70	\$860.08
4"	\$222.02	\$521.48	\$442.78	\$1,093.60
6"	\$269.06	\$632.71	\$536.86	\$1,327.18
Volumetric (1,000 gal)	\$2.52		\$3.78	
Aggregate % Increase			85%	

Review Analysis

■ Proposed Sewer Rates – NON-METERED (Flat Rate)

	Current		July 1, 2024	
	In-City	Out-of-City	In-City	Out-of-City
A	\$33.34	\$52.58	\$66.68	\$110.42
B	\$211.05	\$332.85	\$422.10	\$698.99
C	\$343.40	\$541.53	\$686.80	\$1,137.21
D	\$738.84	\$1,165.14	\$1,477.68	\$2,446.79
E	\$1,433.15	\$2,260.09	\$2,866.30	\$4,746.19
F	\$4,001.51	\$6,310.47	\$8,003.02	\$13,251.99
G	\$5,939.55	\$9,366.76	\$11,879.10	\$19,670.20
Aggregate % Increase			85%	

Review Analysis

■ Sewer Classes (Flat Rate)

	Description	Equiv Meter	Equiv Demand
A	Single Family < 2.5 baths, Small Commercial offices/retail, MF/MU – per unit basis, Max continuous demand < 10 gpm, No laundries or laundromats. No restaurants.	5/8"	1 to 20 gpm
B	Large residences, swimming pools, lawn irrigation w/ lawns < 6,000 sq.ft., Hotel/Motel < 15 rooms, Small restaurants < 75 seats, FF w/ drive-thru, Other Small – Medium Commercial, Max continuous demand < 25 gpm	1"	3 to 50 gpm
C	Hotel/Motel < 35 units, Medium restaurants > 75 seats, no outdoor seating, Other Medium Commercial, Max continuous demand < 50 gpm	1 ½"	5 to 100 gpm
D	Hotel/Motel < 70 units, Large restaurants > 175 seats, outdoor seating, Other Medium – Large Commercial, Max continuous demand < 80 gpm	2"	8 to 160 gpm
E	Hotel/Motel < 150 units, Other Large Commercial, Max continuous demand < 160 gpm	3"	4 to 320 gpm
F	Hotel/Motel < 300 units, Commercial/Domestic uses w/continuous demand < 250 gpm	4"	6 to 500 gpm (10 to 1,200 gpm turbine)
G	Hotel/Motel > 301 units, Commercial/Domestic uses w/continuous demand > 1000 gpm	6"	6 to 500 gpm (10 to 1,200 gpm turbine)

Sample Billing

■ Residential, In-City – 5/8” Metered Water & Sewer

	<i>Current</i>	<i>Proposed</i>		<i>Monthly Increase</i>	<i>Annual Increase</i>
Gallons	5,000				
Water	\$28.09	\$37.90	35%	\$9.81	\$117.72
Sewer	\$28.28	\$50.26	78%	\$21.98	\$263.76
TOTAL	\$56.37	\$88.16	56%	\$31.79	\$381.48

Sample Billing

- M/F – 16 unit, In-City – Metered Water & Sewer

	<i>Current</i>	<i>Proposed</i>		<i>Monthly Increase</i>	<i>Annual Increase</i>
Units	16				
Gallons	60,000				
Water	\$422.64	\$579.60	37%	\$156.96	\$1,883.52
Sewer	\$402.08	\$728.56	81%	\$326.48	\$3,917.76
TOTAL	\$824.72	\$1,308.16	59%	\$483.44	\$5,801.28
Per Unit	\$51.55	\$81.76		\$30.21	\$362.58

Sample Billing

- Commercial, In-City – 1” Metered Water & Sewer

	<i>Current</i>	<i>Proposed</i>		<i>Monthly Increase</i>	<i>Annual Increase</i>
Gallons	18,000				
Water	\$54.13	\$67.63	25%	\$13.50	\$162.00
Sewer	\$67.29	\$111.90	66%	\$44.61	\$535.32
TOTAL	\$121.42	\$179.53	48%	\$58.11	\$697.32

Sample Billing

- Commercial, In-City – 2” Metered Water & Sewer

	<i>Current</i>	<i>Proposed</i>		<i>Monthly Increase</i>	<i>Annual Increase</i>
Gallons	110,000				
Water	\$209.66	\$237.68	13%	\$28.02	\$336.24
Sewer	\$322.66	\$506.78	57%	\$184.12	\$2,209.44
TOTAL	\$532.32	\$744.46	40%	\$212.14	\$2,545.68

Comparisons

- Residential - In-City, 5,000 gallons

	Camdenton	Eldon	Lake Ozark	Osage Beach	Sunrise Beach	Laurie
Water	\$22.75	\$27.14	\$43.52	\$37.90	\$57.39	\$55.59
Sewer	\$22.50	\$38.52	\$34.27	\$50.26	\$55.00	\$90.60
Total	\$45.25	\$65.66	\$77.79	\$88.16	\$112.39	\$146.19

Comparisons

- Commercial - In-City, 2" Metered, 110,000 gallons

	Sunrise Beach	Eldon	Camdenton	Osage Beach	Lake Ozark	Laurie
Water	\$109.89	\$342.64	\$405.00	\$237.68	\$814.84	\$722.34
Sewer	\$110.00	\$286.51	\$306.00	\$506.78	\$512.01	\$996.60
Total	\$219.89	\$629.15	\$711.00	\$744.46	\$1,326.85	\$1,718.94

City of Osage Beach

Agenda Item Summary

Date of Meeting: March 21, 2024
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 24-13 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 705 Waterworks, Article IV, Section 705.300 Rates and Charges. *First Reading*

Requested Action:

First Reading of Bill #24-13

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 24-13 is in correct form.

City Administrator Comments:

The proposed rates are based on the presented data and discussion from the January 18, 2024 meeting. Financial activity in the Water Fund realized since the previous rate increase has outpaced historical expenditure trends and forecast activity, and the use of reserves and other unrestricted monies has been needed to fill financial gaps in the Water Fund. Economic factors, such as inflation and supply-chain issues, as well as unexpected system breakages/failures have contributed to the unprecedented increase in expenditure trends since mid-late 2022 and throughout 2023.

Water rate increases are needed to ensure adequate revenues for overall operation and maintenance of the system are generated, including replenishing reserves and continuing a more aggressive approach to system repair and improvements to meet increased usage demands and maintenance requirements of our system.

The enclosed presentation outlines details for the Water and Sewer Systems, including billing estimates and area rate comparisons.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 705 WATERWORKS; ARTICLE IV RATES AND CHARGES, SECTION 705.300 RATES AND CHARGES.

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

Section 1. That the Code of Ordinances of the City of Osage Beach, in Chapter 705, specifically Section 705.300 Rates and Charges are hereby enacted with amendments as set forth below with new material set out in **RED** and deleted material struck as follows:

Section 710.470 Rate Schedule:

- A. It is determined to be necessary and conducive of the public health, safety, welfare and convenience of the City to collect charges from all customers who use and/or are connected to the public water system. The proceeds of such charges so derived will be used for the purpose of operating, maintaining, retiring the debt, improvements, and extensions for such water system. The water user charge shall be the monthly minimum rate defined in Subsection (1) below plus the volumetric rate defined in Subsection (2) below.
1. *Monthly minimum rate.* The monthly minimum rate includes 0-1,000 gallons of water consumption and is applicable to all residential, commercial, or industrial users of the City's water system. The monthly minimum rates are scheduled as follows:

~~Effective May 1, 2023~~

Meter Size	In-City	Out-Of-City
5/8 inch	\$22.73	\$98.00
1 inch	\$31.35	\$136.67
1 1/2 inch	\$39.94	\$175.35
2 inch	\$63.60	\$281.67
3 inch	\$237.96	\$1,064.68
4 inch	\$302.36	\$1,354.68
6 inch	\$366.90	\$1,644.68

Effective July 1, 2024

Meter Size	In-City	Out-Of-City
5/8 inch	\$32.54	\$141.50
1 inch	\$44.85	\$197.57
1 1/2 inch	\$57.31	\$253.65
2 inch	\$91.62	\$407.82

~~Effective May 1, 2023~~

Meter Size	In-City	Out-Of-City
3 inch	\$344.44	\$1,543.18
4 inch	\$437.82	\$1,963.68
6 inch	\$531.40	\$2,384.18

2. *Volumetric rate.* The volumetric rate is charged per one thousand (1,000) gallons of water consumption in excess of the first one thousand (1,000) gallons included in the monthly minimum rate. The volumetric rates are scheduled as follows:

~~Effective May 1, 2023~~ July 1, 2024

Per 1,000 gallons	\$1.34
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Section 2. After passage and approval by the Mayor this Ordinance shall be in full force and effective July 1, 2024.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.13 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.13.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



City of Osage Beach Water and Sewer User Charges

Jeana Woods

City Administrator

February 15, 2024

Water & Sewer User Charge Systems

- Provide clean, safe, and affordable water to our community
- Operate our water and sewer systems in a safe, lawful, and financially sound manner
- Requirements
 - Fair and Equitable Rate for all users (*SRF, DNR*)
 - Combined Water & Sewer - < 4.5% of MHI requirements apply per EPA
 - Collect adequate revenues *annually* for O&M, Retiring Debt, Depreciation and Replacement Reserve, Improvements and Extensions (*SRF, DNR*)
 - Ensure system generates adequate revenues for operation and maintenance

Current Position

■ Water

- ❑ Majority of system was built in early 2000s
- ❑ Nearly 250 miles of water line, 8 wells, 4 towers, and 999 fire hydrants to maintain
- ❑ Nearly 6,100 users - *6% increase since 2019*
 - *Residential users = 87% - 6% increase since 2019*
 - ❑ *3% non-metered users*
 - *Commercial users = 13% - 5% increase since 2019*
 - ❑ *4% are non-metered users*
- ❑ Since 2019 – Slight decrease in non-metered customers; slight increase in Out-of-City customers (Current - In-City=99%; Out-of-City=1%)
- ❑ Billed Consumption – FY2023 = 379 million gallons, approx. 9% increase from FY2022
- ❑ In-City build-out nearly 100% (less than 25 users unserved)

Current Position

■ Sewer

- ❑ Majority of the system was built in the mid-1980s
- ❑ Approximately 153 miles of sewer line, over 1,200 grinder stations, and 59 lift stations to maintain
- ❑ Nearly 7,100 users – *5% growth since 2019*
 - *Residential users = 86% - 6% increase since 2019*
 - ❑ *17% non-metered users*
 - *Commercial users = 14% - 4% increase since 2019*
 - ❑ *27% non-metered users*
- ❑ Since 2019 – Slight decrease in non-metered customers; slight increase in Out-of-City customers (Current - In-City=91%; Out-of-City=8%)
- ❑ WWTP Flows – FY2023 = 352 million gallons; approx. 9% decrease from FY2022
- ❑ In-City build-out nearly at 100% (less than 50 users unserved)

Review Analysis

■ Water

□ Rate Increase History

- FY2007 – Revamped entire user charge system methodology (DNR Approved)
- FY2010 (12.9%); FY2012 (3.5%); FY2014 (4.0%); FY2016 (15.0%); FY2018 (5.0%); FY2023 (11.0%).
- **Rate Increase recommended – replenish reserves; increase in consumption of users; accommodate further capital investment to aging system.**

■ Depreciation and Replacement (D & R) Account

- MoDNR require adequate reserves for asset management & replacement – Adjustments to funding needed
- 20-year schedule updated - Includes Repair of System; Tower, Tank, & Well Improvements; Capital Improvements; Other Operating Capital Schedules (i.e. equipment, truck replacements, etc.) – Excludes Infrastructure Capacity Expansion
- Current balance \$1.2 million; Balance to maintain = \$1.8 – \$2.0 million.

Review Analysis

■ Sewer

□ Rate Increase History

- FY2007 – Revamped entire user charge system methodology (DNR Approved)
- FY2010 (15.7%); FY2012 (4.6%); FY2014 (2.8%); FY2016 (4.0%); FY2018 (3.0%); FY2023 (13.0%).
- **Rate Increase recommended – replenish reserves; accommodate capital investment to aging system; nearly \$3 million unexpected expenditures since FY2022.**

■ Depreciation and Replacement (D & R) Account

- MoDNR require adequate reserves for asset management & replacement – Adjustments to funding needed
- 20-year schedule adjusted for inflation and interest (future value calculation) - Includes Repair of System; Pumps & Panels; Capital Improvements; Operating Capital or Improvement Schedules (i.e. other system improvements, equipment, truck replacements, etc.) – Excludes Infrastructure Expansion
- Current balance \$1.1 million; Balance to maintain = \$2.0 – \$2.8 million.

Review Analysis

■ Proposed Water Rates

	Current		July 1, 2024	
	In-City	Out-of-City	In-City	Out-of-City
5/8"	\$22.73	\$98.00	\$32.54	\$141.50
1"	\$31.35	\$136.67	\$44.85	\$197.57
1 ½"	\$39.94	\$175.35	\$57.31	\$253.65
2"	\$63.60	\$281.67	\$91.62	\$407.82
3"	\$237.96	\$1,064.68	\$344.44	\$1,543.18
4"	\$302.36	\$1,354.68	\$437.82	\$1,963.68
6"	\$366.90	\$1,644.68	\$531.40	\$2,384.18
Volumetric (1,000 gal)	\$1.34		\$1.34	
Aggregate % Increase			34%	

Review Analysis

■ Proposed Sewer Rates - METERED

	Current		July 1, 2024	
	In-City	Out-of-City	In-City	Out-of-City
5/8"	\$18.20	\$39.58	\$35.14	\$81.61
1"	\$24.45	\$54.41	\$47.64	\$112.75
1 ½"	\$30.74	\$69.25	\$60.22	\$143.91
2"	\$47.98	\$110.02	\$94.70	\$229.53
3"	\$174.98	\$410.28	\$348.70	\$860.08
4"	\$222.02	\$521.48	\$442.78	\$1,093.60
6"	\$269.06	\$632.71	\$536.86	\$1,327.18
Volumetric (1,000 gal)	\$2.52		\$3.78	
Aggregate % Increase			85%	

Review Analysis

■ Proposed Sewer Rates – NON-METERED (Flat Rate)

	Current		July 1, 2024	
	In-City	Out-of-City	In-City	Out-of-City
A	\$33.34	\$52.58	\$66.68	\$110.42
B	\$211.05	\$332.85	\$422.10	\$698.99
C	\$343.40	\$541.53	\$686.80	\$1,137.21
D	\$738.84	\$1,165.14	\$1,477.68	\$2,446.79
E	\$1,433.15	\$2,260.09	\$2,866.30	\$4,746.19
F	\$4,001.51	\$6,310.47	\$8,003.02	\$13,251.99
G	\$5,939.55	\$9,366.76	\$11,879.10	\$19,670.20
Aggregate % Increase			85%	

Review Analysis

■ Sewer Classes (Flat Rate)

	Description	Equiv Meter	Equiv Demand
A	Single Family < 2.5 baths, Small Commercial offices/retail, MF/MU – per unit basis, Max continuous demand < 10 gpm, No laundries or laundromats. No restaurants.	5/8"	1 to 20 gpm
B	Large residences, swimming pools, lawn irrigation w/ lawns < 6,000 sq.ft., Hotel/Motel < 15 rooms, Small restaurants < 75 seats, FF w/ drive-thru, Other Small – Medium Commercial, Max continuous demand < 25 gpm	1"	3 to 50 gpm
C	Hotel/Motel < 35 units, Medium restaurants > 75 seats, no outdoor seating, Other Medium Commercial, Max continuous demand < 50 gpm	1 ½"	5 to 100 gpm
D	Hotel/Motel < 70 units, Large restaurants > 175 seats, outdoor seating, Other Medium – Large Commercial, Max continuous demand < 80 gpm	2"	8 to 160 gpm
E	Hotel/Motel < 150 units, Other Large Commercial, Max continuous demand < 160 gpm	3"	4 to 320 gpm
F	Hotel/Motel < 300 units, Commercial/Domestic uses w/continuous demand < 250 gpm	4"	6 to 500 gpm (10 to 1,200 gpm turbine)
G	Hotel/Motel > 301 units, Commercial/Domestic uses w/continuous demand > 1000 gpm	6"	6 to 500 gpm (10 to 1,200 gpm turbine)

Sample Billing

- Residential, In-City – 5/8” Metered Water & Sewer

	<i>Current</i>	<i>Proposed</i>		<i>Monthly Increase</i>	<i>Annual Increase</i>
Gallons	5,000				
Water	\$28.09	\$37.90	35%	\$9.81	\$117.72
Sewer	\$28.28	\$50.26	78%	\$21.98	\$263.76
TOTAL	\$56.37	\$88.16	56%	\$31.79	\$381.48

Sample Billing

- M/F – 16 unit, In-City – Metered Water & Sewer

	<i>Current</i>	<i>Proposed</i>		<i>Monthly Increase</i>	<i>Annual Increase</i>
Units	16				
Gallons	60,000				
Water	\$422.64	\$579.60	37%	\$156.96	\$1,883.52
Sewer	\$402.08	\$728.56	81%	\$326.48	\$3,917.76
TOTAL	\$824.72	\$1,308.16	59%	\$483.44	\$5,801.28
Per Unit	\$51.55	\$81.76		\$30.21	\$362.58

Sample Billing

- Commercial, In-City – 1” Metered Water & Sewer

	<i>Current</i>	<i>Proposed</i>		<i>Monthly Increase</i>	<i>Annual Increase</i>
Gallons	18,000				
Water	\$54.13	\$67.63	25%	\$13.50	\$162.00
Sewer	\$67.29	\$111.90	66%	\$44.61	\$535.32
TOTAL	\$121.42	\$179.53	48%	\$58.11	\$697.32

Sample Billing

- Commercial, In-City – 2” Metered Water & Sewer

	<i>Current</i>	<i>Proposed</i>		<i>Monthly Increase</i>	<i>Annual Increase</i>
Gallons	110,000				
Water	\$209.66	\$237.68	13%	\$28.02	\$336.24
Sewer	\$322.66	\$506.78	57%	\$184.12	\$2,209.44
TOTAL	\$532.32	\$744.46	40%	\$212.14	\$2,545.68

Comparisons

- Residential - In-City, 5,000 gallons

	Camdenton	Eldon	Lake Ozark	Osage Beach	Sunrise Beach	Laurie
Water	\$22.75	\$27.14	\$43.52	\$37.90	\$57.39	\$55.59
Sewer	\$22.50	\$38.52	\$34.27	\$50.26	\$55.00	\$90.60
Total	\$45.25	\$65.66	\$77.79	\$88.16	\$112.39	\$146.19

Comparisons

- Commercial - In-City, 2" Metered, 110,000 gallons

	Sunrise Beach	Eldon	Camdenton	Osage Beach	Lake Ozark	Laurie
Water	\$109.89	\$342.64	\$405.00	\$237.68	\$814.84	\$722.34
Sewer	\$110.00	\$286.51	\$306.00	\$506.78	\$512.01	\$996.60
Total	\$219.89	\$629.15	\$711.00	\$744.46	\$1,326.85	\$1,718.94

City of Osage Beach

Agenda Item Summary

Date of Meeting: March 21, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 24-15 - An ordinance of the City of Osage Beach, Missouri, authorizing a not to exceed amount of \$700,000 for FY2024 under the existing contract with LOR Engineering, LLC dba Cochran Engineering, Professional Service Agreement. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #24-15

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$25,001 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Yes - We would like to get this in place soon as we are bringing it forward for approval, a little later than we have in the past.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This request is for a not to exceed amount for FY2024 in the amount of \$700,000 for services provided under the current master contract with LOR Engineering, LLC (Cochran Engineering). These services are billed to the applicable fund's expenditure line items as budgeted based on the services rendered. Expenditures approved through other supplemental contracts with Cochran for specific projects are not included in this amount as they are approved within said supplemental contracts as approved and budgeted by the Board of Aldermen. Cochran is currently handling all private commercial property utility review and inspection for the City, in addition to the engineering and inspection on all, but a few budgeted, City construction projects.

City Attorney Comments:

Per City Code 110.230, Bill 24-15 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING A CHANGE TO THE NOT TO EXCEED AMOUNT OF \$700,000 FOR FY2024 UNDER THE EXISTING CONTRACT WITH LOR ENGINEERING, LLC dba COCHRAN ENGINEERING, PROFESSIONAL SERVICE AGREEMENT

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

Section 1. The Board of Aldermen authorizes a new not to exceed amount of Seven Hundred Thousand Dollars (\$700,000.00) for FY2024 under the existing contract with LOR Engineering, LLC dba Cochran Engineering to provide professional services, under substantially the same or similar terms and conditions as set forth in the contract previously approved in Ordinance 23.90.

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.24.15 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 his signature.

Date Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.15.

Date Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: March 21, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 24-16 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign an agreement with the Elks Lodge #2517 for ongoing maintenance and assistance related to the proposed Veteran's Memorial Project. *First Reading*

Requested Action:

First Reading of Bill #24-16

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

Yes, this agreement needs to be in place before we move forward with construction of the Memorial.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This is the agreement that we would like to put in place that will govern the responsibilities of both the City and the Elk's Lodge after the Memorial is constructed. Cole has spent a lot of time reviewing and modifying this agreement and I think we have finally resolved all the issues related to the ongoing maintenance and support needed for this to be a successful partnership in support of the proposed Veterans Memorial Project.

Both parties' obligations are listed in the attached agreement, which I will review with the board at the meeting.

I recommend approval

City Attorney Comments:

Per City Code 110.230, Bill 24-16 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH ELKS LODGE #2517 FOR ONGOING MAINTENANCE AND ASSISTANCE RELATED TO THE PROPOSED VETERAN’S MEMORIAL PROJECT.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to sign an agreement with Elks Lodge #2517 under substantially the same or similar terms and conditions as set forth in “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. 24.16 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstain: Absent:

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

Date Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.16.

Date Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

Lake of the Ozarks Elks Lodge #2517 Veterans Memorial

BUY A BRICK PROGRAM

We are raising money to help pay for the Osage Beach Veterans Memorial. The bricks will be placed around the statues at the Memorial. The Memorial will be located in the Front Circle at the Osage Beach City Hall. The theme of the Memorial is "HONOUR ALL THAT HAVE SERVED". The cost of each brick is \$100 and the money raised will be used to offset the cost of the Memorial. Each brick will be 4"x 8". A Service Logo may also be added on each Brick. **All engraving will be capital letters.**

Yes, we'd like to reserve a permanent brick. Please engrave our brick as follows:

Any Symbol Is Considered One Space (Period, Comma, Dash)
All Text Is Centered Unless Otherwise Noted

4x8 Brick

If you would like a Service Logo Circle the one desired.

			U	S	A	F				U	S	C	G						
U	S	N						U	S	A						U	S	M	C

Example

					F	R	E	D		C	A	T	C	O	T	T			
							U	S		N	A	V	Y						
					1	9	7	1	-	2	0	0	0						

Please return this form and your check payable to:

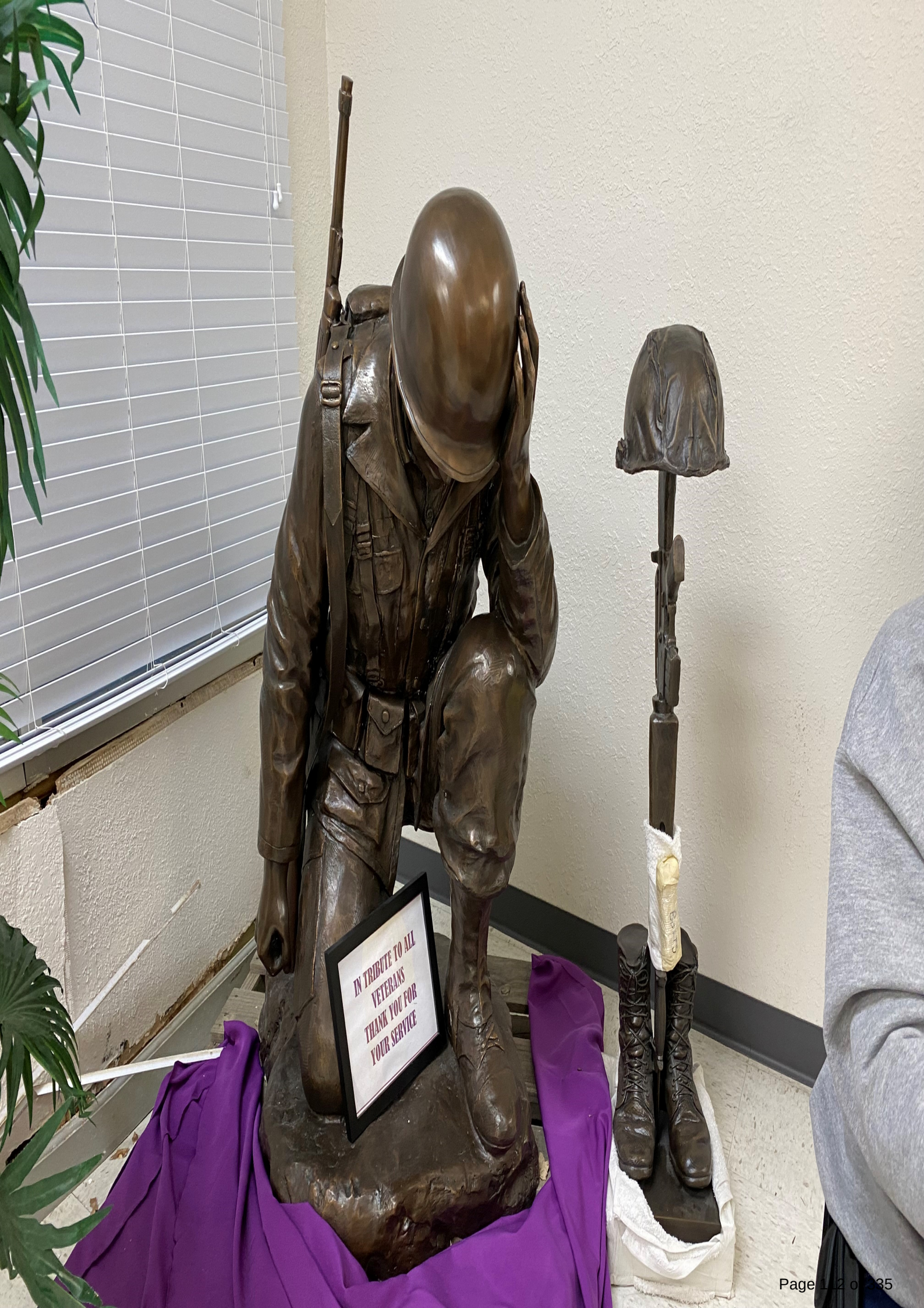
Elks Lodge #2517 Veterans Committee
5161 Osage Beach Parkway
Osage Beach MO 65065

Name:		Phone:	
Address:			
City:		State:	
Email Address:		Amount Paid:	

FORMS MUST BE RECEIVED WITH FULL PAYMENT FOR EACH BRICK

If you have any questions, please call Bill Morris 573-317-6808 or Fred Catcott 573-552-2901

You Can Also Order On Our On-Line Ordering Website: www.bricksrus.com/donorsite/nameoforganization



IN TRIBUTE TO ALL
VETERANS
THANK YOU FOR
YOUR SERVICE

City of Osage Beach
Agenda Item Summary

Date of Meeting: March 21, 2024
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 24-17 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 23-90 Adopting the 2024 Annual Operating Budget, transfer of funds for the Veterans Memorial Project *First Reading*

Requested Action:

First Reading of Bill #24-17

Ordinance Referenced for Action:

Board of Aldermen approval required for certain budget amendments per Municipal Code Chapter 135; Section 135.020 Budget and Financial Control.

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 24-17 is in correct form.

City Administrator Comments:

This budget amendment supports Bill 24-18, requesting a contract award for the Veterans Memorial Project.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 23.90 ADOPTING THE 2024 ANNUAL OPERATING BUDGET, TRANSFER OF FUNDS FOR THE VETERANS MEMORIAL PROJECT

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

Section 1. That the 2024 Annual Operating Budget adopted as Ordinance No. 23.90 is hereby amended by appropriating additional funds or reducing appropriations as follows:

	Original Item	Amended Item
10-09-774256 Building Improvements	\$214,000	\$270,792
10-10-773278 Park Improvements	\$472,600	\$421,600

Section 2. In all other respects the 2024 Annual Operating Budget adopted in Ordinance No. 23.90 remains in full force and effect.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.17 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.17.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: March 21, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 24-18 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to approve a contract with Don Schnieders Excavating Company Inc. for the Veteran's Memorial Project for an amount not to exceed \$208,792.00. *First Reading*

Requested Action:

First Reading of Bill #24-18

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$25,001 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10-09-774256 Building Improvements

FY2024 Budgeted Amount: \$214,000

FY2024 Expenditures to Date (03/11/24): (\$0.00)

FY2024 Available: \$214,000

FY2024 Requested Amount: \$208,792

Department Comments and Recommendation:

This project is a carry over from 2023, and it has went through several modifications. It was previously bid out in 2023, but was rejected due to budgetary constraints.

It was bid out again in December 2023 with the hope that the project could be constructed in the spring and summer of 2024. The bids were opened on 01/19/2024. The City received two bids and the low bidder was Don Scchnieder's Excavating. The City has worked with this contractor multiple times with good results. Most recently they were awarded the Bluff Drive Shoulder Repair Project.

The budget for this project is \$152,000, so this project is over budget. We are asking to use savings (\$51,000) recently realized on the Peanick Park Playground engineering project to offset most of the overage here. That would leave \$5,792.00 still needed which will have to come out of general fund if this project is approved.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-18 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH DON SCHNIEDER EXCAVATING CO, INC FOR THE VETERAN'S MEMORIAL PROJECT IN AN AMOUNT NOT EXCEED \$208,792.00.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a Construction Contract with Don Schnieder Excavating Co, Inc., under substantially the same or similar terms and conditions as set forth in "Exhibit A".

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Two Hundred Eighty Thousand Seven Hundred Ninety-Two Dollars. (\$208,792.00)

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

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.18.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

**Bid Tabulation
Veterans Memorial
Osage Beach Project No. OB23-024
January 19, 2024**



City of Osage Beach
1000 City Parkway • Osage Beach, MO 65065
Phone [573] 302-2000 • Fax [573] 302-0528 • www.OsageBeach.org

Item	Description	Unit	Quantity	Engineer's Estimate		Don Schnieders Excavating		Stockman Construction	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1	\$ 36,308.00	\$ 36,308.00	\$ 11,000.00	\$ 11,000.00	\$ 30,000.00	\$ 30,000.00
2	Monument Construction	LS	1	\$ 113,477.80	\$ 113,477.80	\$ 192,792.00	\$ 192,792.00	\$ 213,000.00	\$ 213,000.00
3	Force Account	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL BASE BID					\$ 154,785.80		\$ 208,792.00		\$ 248,000.00

Veterans Memorial

BID FORM

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

Gentlemen:

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

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

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

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

No. NA Dated _____
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.

BASE BID: Construction fully completed in 120 calendar days.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	General Conditions/Mobilization	LS	1	\$11,000.00	\$11,000.00
2	Monument Construction	LS	1	\$192,792.00	\$192,792.00
5	Force Account	LS	1	\$5,000.00	\$5,000.00
Total Base Bid					\$208,792.00

TOTAL BID IN WRITING: Two Hundred-Eight Thousand, Seven Hundred and Ninety-Two Dollars & Zero Cents

****DEDUCT**** - (\$8,200.00) IF VISTA OUTDOOR LIGHT ASSEMBLY IS APPROVED AS EQUAL FOR ELECTRIC

Veterans Memorial

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 Jefferson City, MO this 19th day of January, 20 24.

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. _____

Veterans Memorial

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: Don Schnieders Excavating Company, Inc.

Name of Corporation

By Donald E. Rhea President

Signature & Title

Donald E. Rhea

Typed or Printed Name

ATTEST:

Bruce L. Bax
Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Bruce L. Bax

Typed or Printed Name

Business Address of Bidder: _____

1307 Fairgrounds Road

Jefferson City, MO 65109

Telephone No. (573)893-2251

If Bidder is a Corporation, supply the following information:

State in which Incorporated: Missouri

Name and Address of its: President Donald E. Rhea

1307 Fairgrounds Road, Jefferson City, MO 65109

Secretary Bruce L. Bax

1307 Fairgrounds Road, Jefferson City, MO 65109

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and _____

WITNESSETH:

THAT WHEREAS, the City of Osage Beach has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents, and has caused to be published, in the manner and for the time required by law, an advertisement for and in connection with the construction of the improvements, complete, in accordance with the contract documents and the said plans and specifications; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed bid in accordance with the terms of said advertisement;

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the bids submitted in response to the published advertisement therefor, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest responsive and responsible Bidder for the said work and has duly awarded to the said Contractor a contract therefor, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor; and (d) in a good, substantial, and workmanlike manner and in accordance with the provisions of the General Conditions and Supplementary Conditions of this contract which are attached hereto and make a part hereof, and in conformance with the contract plans and specifications designated and identified therein, execute, construct, and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's bid for the construction of the improvements.

ARTICLE II. That the Contractor shall construct, complete as designated and described in the foregoing Bid Form and attached specifications and in accordance with the Advertisement for Bids, Instructions to Bidders, Bid Form, Bonds, General Conditions, Supplementary Conditions, detailed specifications, plans, addenda, and other component parts of the contract documents hereto attached, all of which documents form the contract and are fully a part hereto as if repeated verbatim here.

ARTICLE III. That the Owner shall pay to the Contractor for the performance of the work described as follows:

Veterans Memorial

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of _____ for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within **(90)** 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.

Veterans Memorial

Owner and Contractor recognize time is of the essence of this agreement and that Owner will suffer financial loss if the work is not completed within the time specified above, plus any extensions thereof allowed in allowance with Article 11 of the General Conditions. Owner and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Owner Five Hundred dollars (\$ 500.00) for each and every calendar day of each section that expires following the time specified above for completion of the work.

ARTICLE V. This Agreement will not be binding and effective until signed by the Owner.

IN WITNESS WHEREOF, the Parties hereto have executed this contract as of the day and year first above written.

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

On This _____ day of _____, 20____, before me appeared _____
to me personally known who, being by me duly sworn, did say that he is the _____ of _____

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

City of Osage Beach

Agenda Item Summary

Date of Meeting: March 21, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 24-19 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute the Missouri Highway and Transportation Commission's State Block Grant agreement for the design work needed on the Lee C. Fine Airport Runway and Lighting Rehab Project. *First Reading*

Requested Action:

First Reading of Bill #24-19

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

Yes - We would like to get this project started as soon as possible.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This grant agreement provides the City reimbursement for the design services for the Lee C. Fine Airport Runway and Lighting Rehab Project. This grant agreement is for \$243,185.00, which is not enough to cover the engineering cost. The engineering cost is actually \$321,000 and 90% of that would be \$288,900.00. The reason for the short fall is related to the City not receiving our 2024 financial allotment from the FFA yet. We normally receive approval to use each year's funds in June or July.

The \$45,715.00 short fall will be amended into the agreement later this year when the funds become available to the City. So, I will be back before you later this year seeking approval for this amendment. In the meantime, we need to get CMT working on the project. If we were to reach the total amount approved in this grant agreement prior to receiving the additional funds needed, the project would be put on hold until the funds

are allocated.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-19 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STATE BLOCK GRANT AGREEMENT, FOR THE DESIGN WORK NEEDED ON THE LEE C. FINE AIRPORT RUNWAY AND LIGHTING REHAB PROJECT.

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

Section 1. That the Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City the agreement with the Missouri Highways and Transportation Commission State Block Grant Agreement for Lee C. Fine Airport design work needed on the runway and lighting project as indicated in the attached agreement under the same or substantially similar terms and conditions ("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. That this Ordinance shall be in full force and effect from and after the date of passage.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.19 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date _____

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.19.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth City Clerk

CCO FORM: MO04

Approved: 03/91 (KR)

Revised: 08/23 (MWH)

Modified:

Sponsor: City of Osage Beach

Project No.: 24-046B-1

Airport Name: Lee C. Fine Memorial

CFDA Number: CFDA #20.106

CFDA Title: Airport Improvement Program

Federal Agency: Federal Aviation Administration, Department of Transportation

STATE BLOCK GRANT AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

--State Block Grant Agreement

--Federal Authorization - Airport and Airway Improvement
Act of 1982 (as amended)

--Project Description - Planning, Land/Easement Appraisals
and Acquisitions, Surveying, Engineering Design, Construction

SECTION II - STANDARD AGREEMENT ITEMS

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. AMOUNT OF MATCHING FUNDS
6. ALLOWABLE COSTS
7. WITHDRAWAL OF GRANT OFFER
8. EXPIRATION OF GRANT OFFER
9. FEDERAL SHARE OF COSTS
10. COMPLETING THE PROJECT WITHOUT DELAY AND IN CONFORMANCE
WITH REQUIREMENTS
11. RECOVERY OF FEDERAL FUNDS
12. UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY
13. PAYMENT
14. ADMINISTRATIVE/AUDIT REQUIREMENTS
15. ASSURANCES/COMPLIANCE
16. LEASES/AGREEMENTS
17. NONDISCRIMINATION ASSURANCE
18. CANCELLATION
19. VENUE
20. LAW OF MISSOURI TO GOVERN
21. WORK PRODUCT
22. CONFIDENTIALITY
23. NONSOLICITATION
24. DISPUTES
25. INDEMNIFICATION
26. HOLD HARMLESS
27. NOTIFICATION OF CHANGE
28. DURATION OF GRANT OBLIGATIONS
29. AMENDMENTS

- 30. PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS
- 31. ASSIGNMENT
- 32. BANKRUPTCY
- 33. COMMISSION REPRESENTATIVE
- 34. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006
- 35. BAN ON TEXTING WHILE DRIVING
- 36. TRAFFICKING IN PERSONS
- 37. SUSPENSION OR DEBARMENT
- 38. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIQUE ENTITY IDENTIFIER
- 39. FINANCIAL REPORTING AND PAYMENT REQUIREMENTS
- 40. EMPLOYEE PROTECTION FROM REPRISALS

SECTION III – PLANNING

- 41. AIRPORT LAYOUT PLAN
- 42. AIRPORT PROPERTY MAP
- 43. ENVIRONMENTAL IMPACT EVALUATION
- 44. EXHIBIT "A" PROPERTY MAP
- 45. SOLID WASTE RECYCLING PLAN

SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

- 46. RUNWAY PROTECTION ZONE

SECTION V - DESIGN

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

SECTION VII – SPECIAL CONDITIONS

- 50. SPECIAL CONDITIONS

SECTION VIII – GRANT ACCEPTANCE

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

--Certificate of sponsor's attorney

Sponsor: City of Osage Beach
Project No.: 24-046B-1
Airport Name: Lee C. Fine Memorial

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

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

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

WITNESSETH:

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

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

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

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

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

Rehabilitate Runway 4/22 and Lighting;

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

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

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to September 30, 2025. The Commission's assistant chief engineer may, for good cause as shown by the Sponsor in writing, extend the project time period.

(3) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: The Sponsor shall provide satisfactory evidence of title to all existing airport property and avigation easements and address any and all encumbrances. Satisfactory evidence will consist of the Sponsor's execution of a Certificate of Title form provided by the Commission.

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed Two Hundred Forty-Three Thousand One Hundred Eighty-Five Dollars (\$243,185) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

(A) The amount of this grant stated above represents ninety percent (90%) of eligible project costs.

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

(5) AMOUNT OF MATCHING FUNDS: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed Twenty Seven Thousand Twenty Dollars (\$27,020).

(A) The amount of matching funds stated above represents ten percent (10%) of eligible project costs.

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

(6) ALLOWABLE COSTS: Block grant funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable in accordance with 49 USC Chapters 471 and 475.

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

(8) EXPIRATION OF GRANT OFFER: This grant offer shall expire, and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before May 1, 2024, or such subsequent date as may be prescribed in writing by the Commission.

(9) FEDERAL SHARE OF COSTS: The United States' share of the allowable project costs will be made in accordance with 49 USC §47109 and the provisions of such

regulations, policies and procedures as the Secretary of the United States Department of Transportation (USDOT) shall practice. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

(10) COMPLETING THE PROJECT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS: The Sponsor must assure that the project is carried out and completed without undue delays and in accordance with this Agreement, applicable laws, statutes, regulations, and policies and procedures of the USDOT Secretary. Per 2 Code of Federal Regulations (CFR) §200.308, the Sponsor agrees to report to the Commission any disengagement from funding eligible expenses under the Agreement and any subgrants thereto that exceed three months and request prior approval from the Commission. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this Agreement. These assurances, conditions, and any addendums apply to any subgrants issued under this Agreement.

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

(12) UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY: The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or subgrants issued under this Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Agreement.

(13) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by subparagraph (13)(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be

supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

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

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

(D) When force account or donations are used, the costs for land, engineering, administration, in-kind labor, equipment and materials, etc., may be submitted in letter form with a breakdown of the number of hours and the hourly charges for labor and equipment. Quantities of materials used and unit costs must also be included. All force account activity, donations, etc., must be pre-approved by the Commission to ensure eligibility for funding.

(14) ADMINISTRATIVE/AUDIT REQUIREMENTS: This grant shall be governed by the administrative and audit requirements as prescribed in 2 CFR Part 200.

(A) If the Sponsor expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to the Missouri Department of Transportation (hereinafter, "MoDOT") within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the Sponsor expends less than Seven Hundred Fifty Thousand Dollars (\$750,000) in a year, the Sponsor may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities.

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

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

identified during the final audit.

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

(15) ASSURANCES/COMPLIANCE: The Sponsor shall adhere to the FAA standard airport Sponsor assurances as outlined in attached Exhibit 1, current FAA Advisory Circulars (ACs) for AIP projects and/or the Commission's specifications. These assurances, ACs and the Commission's specifications are hereby incorporated into and made part of this Agreement. The Sponsor shall review the assurances, ACs, Commission's specifications and current FAA Order 5190.6 entitled "FAA Airport Compliance Manual", and notify the Commission of any areas of non-compliance within its existing facility and/or operations. All non-compliance situations must be addressed and a plan to remedy areas of non-compliance must be established before final acceptance of this project and before final payment is made to the Sponsor.

(16) LEASES/AGREEMENTS: The Sponsor shall ensure that its lease agreements provide for fair market value income and prohibit exclusive rights.

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

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

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

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

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

(C) Nondiscrimination: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors, including procurement of

materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

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

(E) Information and Reports: The Sponsor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

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

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

(G) Incorporation of Provisions: The Sponsor shall include the provisions of paragraph (17) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

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

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

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

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

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

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

(25) INDEMNIFICATION:

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

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

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

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

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

(26) HOLD HARMLESS: The Sponsor shall hold the Commission harmless from

any and all claims for liens of labor, services or materials furnished to the Sponsor in connection with the performance of its obligations under this Agreement. Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc., have been paid.

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

Commission: Kyle LePage
Administrator of Aviation
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102
(573) 526-5571
(573) 526-4709 FAX
email: kyle.lepage@modot.mo.gov

Sponsor: Jeana Woods
City Administrator
1000 City Parkway
Osage Beach, MO 65065
(573) 302-2000 ext. 1010
email: jwoods@osagebeach.org

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

(28) DURATION OF GRANT OBLIGATIONS: Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds, but in any event not to exceed twenty (20) years. There shall be no limit on the duration of the assurance against exclusive rights or terms, conditions and assurances with respect to real property acquired with federal funds. Paragraph (28) equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

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

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

(C) In this Section, the term "any sale or disposition of the airport" shall mean any sale or disposition of the airport: 1. for a use inconsistent with the purpose for which the Commission's share was originally granted pursuant to this Agreement; or 2. for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption Agreement with the Sponsor with respect to the Sponsor's obligation under the instrument so that the transferee becomes obligated thereunder as if the transferee had been the original owner thereof.

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

(30) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for professional services are to be procured by competitive proposals per federal procurement requirements (49 CFR §18.36). Requests for proposals/qualifications are to be publicly announced for services expected to cost more than One Hundred Thousand dollars (\$100,000) in the aggregate. Small purchase procedures (telephone solicitations or direct mail) may be used for services costing One Hundred Thousand Dollars (\$100,000) or less. All professional services contracts are subject to review and acceptance by the Commission prior to execution by the Sponsor to ensure funding eligibility.

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

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

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

Commission in furtherance of the performance of this Agreement.

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

(35) BAN ON TEXTING WHILE DRIVING: In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

(A) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

(B) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(36) TRAFFICKING IN PERSONS:

(A) The Commission may unilaterally terminate this Agreement, without penalty, if the Sponsor or a subcontractor that is a private entity:

1. Is determined to have:

A. Engaged in severe forms of trafficking in persons during the period of time that this Agreement and any subgrants entered into pursuant to this Agreement are in effect;

B. Procured a commercial sex act during the period of time that this Agreement, including any subgrants entered into pursuant to this Agreement, are in effect; or

C. Used forced labor in the performance of this Agreement, including any subgrants entered into pursuant to this Agreement; or

2. Has an employee who is determined by the Commission official authorized to terminate the Agreement to have violated a prohibition in

subparagraph (36)(A)1.A. above through conduct that is either associated with performance under this Agreement or imputed to the Sponsor or subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

(B) The Sponsor must notify the Commission immediately of any information the Sponsor receives from any source alleging a violation of a prohibition in subparagraph (36)(A)1. of this Agreement, including subgrants entered into pursuant to this Agreement.

(C) The Commission's right to terminate unilaterally that is described in subparagraph (36)(A)1. of this Agreement:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)); and

2. Is in addition to all other remedies for noncompliance that are available to the Commission under this Agreement.

(D) The Sponsor shall include the requirements of subparagraph (36)(A)1. of this Agreement in any subgrant entered into pursuant to this Agreement.

(37) SUSPENSION OR DEBARMENT: Sponsors entering into "covered transactions", as defined by 2 CFR §180.200, must:

(A) Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating; and

(B) Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g., subcontracts).

(38) SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIQUE ENTITY IDENTIFIER:

(A) Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Commission review and update, and will require the Sponsor to review and update, the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

(B) Unique Entity Identifier (UEI) means a twelve (12) character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

(39) FINANCIAL REPORTING AND PAYMENT REQUIREMENTS: The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

(40) EMPLOYEE PROTECTION FROM REPRISALS:

(A) Prohibition of Reprisals: In accordance with 41 USC §4712, an employee of the Sponsor, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (40)(B) information that the employee reasonably believes is evidence of:

1. Gross mismanagement of a federal grant;
2. Gross waste of federal funds;
3. An abuse of authority relating to implementation or use of federal funds;
4. A substantial and specific danger to public health or safety; or
5. A violation of law, rule, or regulation related to a federal grant.

(B) Persons and Bodies Covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;

4. A federal office or employee responsible for oversight of a grant program;
5. A court or grand jury;
6. A management office of the grantee or subgrantee; or
7. A federal or state regulatory enforcement agency.

(C) Submission of Complaint: A person who believes that they have been subjected to a reprisal prohibited by subparagraph (40)(A) of this Agreement may submit a complaint regarding the reprisal to the Office of Inspector General for the USDOT.

(D) Time Limitation for Submittal of a Complaint: A complaint may not be brought under this subsection more than three (3) years after the date on which the alleged reprisal took place.

(E) Required Actions of the Inspector General: Actions, limitations, and exceptions of the Inspector General's office are established under 41 USC §4712(b).

(F) Assumption of Rights to Civil Remedy: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 USC §4712(c).

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

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

(B) If ALP updates are required as a result of this project, the Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. Airport Sponsor Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an ALP in accordance with 49 USC §47107(a)(16).

(C) The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the Airport is located, a copy of the proposed ALP or ALP

amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.

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

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

(44) EXHIBIT "A" PROPERTY MAP: The Exhibit "A" Property Map accepted by the Commission on April 18, 2018, is incorporated herein by reference.

(45) SOLID WASTE RECYCLING PLAN: The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 USC §47106(a)(6).

(46) RUNWAY PROTECTION ZONE: The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the Commission and the FAA, in the Runway Protection Zones:

(A) Existing Fee Title Interest in the Runway Protection Zone: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly or other use in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(B) Existing Easement Interest in the Runway Protection Zone: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

(C) Future Interest in the Runway Protection Zone: The Sponsor agrees that it will make every effort to acquire fee title or easement in the Runway Protection Zones for runways that presently are not under its control within five (5) years of this grant agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

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

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

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

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

(B) The Sponsor shall submit all plans, specifications and estimates to the Commission for review and acceptance prior to advertising for bids for construction. The Commission and the Sponsor agree that the Commission approval of the Sponsor's Plans and Specifications is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

1. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior Commission and FAA approval for modifications to any AIP or supplemental appropriation standards or to notify the Commission of any limitations to competition within the project;

2. The Commission's acceptance of a Sponsor's certification does not limit the Commission from reviewing appropriate project documentation for the purpose of validating the certification statements; and

3. If the Commission determines that the Sponsor has not complied with its certification statements, the Commission will review the associated project costs to determine whether such costs are allowable under AIP or supplemental appropriation.

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

(A) Lobbying and Influencing Federal Employees: All contracts awarded by the Sponsor shall include the Certification Regarding Lobbying required by the FAA. This requirement affects grants or portions of a grant exceeding one hundred thousand dollars (\$100,000).

(B) Buy American Requirements: Unless otherwise approved in advance by the Commission and the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Agreement. The Sponsor will include a provision implementing Buy American in every subgrant funded by this Agreement. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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

(D) Navigational Aids: Except for instrument landing systems acquired with the AIP (block grant) funds and later donated to and accepted by the FAA, the Sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP (block grant) program during the useful life of the equipment unless the equipment is transferred by agreement to the FAA in accordance with 49 USC §44502(E). The Sponsor must check the facility, including instrument landing systems, prior to commissioning to ensure it meets the FAA's standards. The Sponsor must also remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

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

(F) Grant Made on Preliminary Plans and Specifications and/or Estimates: The Sponsor understands and agrees that this grant is made and accepted upon the basis of preliminary plans, specifications and/or estimates. The parties agree that within 120 calendar days from the date of acceptance of this grant, the Sponsor shall furnish final plans and specifications to the Commission. Construction work shall not commence, and a contract shall not be awarded for the accomplishment of such work, until the final plans and specifications have been accepted by the Commission. Any reference made in this grant to plans and specifications shall be considered a reference to the final plans and specifications as accepted.

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

(G) Sponsor's Disadvantaged Business Enterprise Program: When the grant amount exceeds Two Hundred Fifty Thousand Dollars (\$250,000), the Sponsor hereby adopts the Commission's DBE program that is incorporated into this grant agreement by reference. Only DBE firms certified by the Commission will qualify when considering DBE goal accomplishments.

(H) Disadvantaged Business Enterprise Required Statements:

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

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

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

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

3. Federal Financial Assistance Agreement Assurance: The Commission and the Sponsor agree to and incorporate the following assurance into their

day-to-day operations and into the administration of all USDOT-assisted contracts; where “recipient” means MoDOT and/or any MoDOT grantee receiving USDOT assistance:

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

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

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

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

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

5. MoDOT DBE Program Regulations: The Sponsor, contractor

and each subcontractor are bound by MoDOT's DBE Program regulations, located at Title 7 Code of State Regulations, Division 10, Chapter 8.

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

(J) Consultant Contract and Cost Analysis: The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Agreement until the Commission has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

(K) Design Grant: This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two years after design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan, a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the Commission has provided federal funding to complete design for the project, and the Sponsor has not completed the design within four years from the execution of this grant agreement, the Commission may suspend or terminate grants related to the design.

(L) Pavement Maintenance Management Program: The Sponsor agrees to implement an effective airport pavement maintenance management program as required by Grant Assurance 11, Pavement Preventive Management, which is codified at 49 USC §47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:

1. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements", for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

2. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

3. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

A. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

- (i) Location of all runways, taxiways, and aprons;
- (ii) Dimensions;
- (iii) Types of pavement; and
- (iv) Year of construction or most recent major rehabilitation.

B. Inspection Schedule.

(i) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of the inspections may be extended to three (3) years.

(ii) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five (5) years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

- A. Inspection date;
- B. Location;
- C. Distress types; and
- D. Maintenance scheduled or performed.

5. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the Commission as may be required.

(M) Maintenance Project Life: The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP or supplemental

appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a five (5) year period following the completion of this project unless the Commission and the FAA determine that the rehabilitation or reconstruction is required for safety reasons.

(N) Projects Which Contain Paving Work in Excess of \$500,000: The Sponsor agrees to:

1. Furnish a construction management program to the Commission prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

A. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

B. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

C. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials Standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);

D. Qualifications of engineering supervision and construction inspection personnel;

E. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

F. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

2. Submit at completion of the project, a final test and quality control report documenting the summary results of all tests performed, highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the Commission.

3. Failure to provide a complete report as described in subparagraph 1.(B) above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the Commission and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

4. The Commission, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

(O) Lighting: The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable Commission and FAA standards.

(P) Utility Relocation in Project: The Sponsor understands and agrees that:

1. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the Commission that the Sponsor is legally responsible for payment of such costs;

2. Federal participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

3. The Utilities exclusively serve the Airport on which the project supports.

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

Executed by Sponsor on _____(date).

Executed by Commission on _____(date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF OSAGE BEACH

By _____

By _____

Title _____

Title _____

Attest:

Attest:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Commission Counsel

Ordinance No. _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

SPONSOR: CITY OF OSAGE BEACH

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

EXHIBIT 1
ASSURANCES
AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

- a. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

- b. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

- c. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act — 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹

- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures
- e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport noise compatibility planning.
- g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- n. 49 CFR Part 20 – New restrictions on lobbying.
- o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}

- r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

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

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

- a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of

the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

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

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and

assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the

communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40

U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from

the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

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

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government

aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

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

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the

Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

- b. Applicability

- 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Name of Sponsor**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged

business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for

noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of [Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 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 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide

service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

City of Osage Beach
Agenda Item Summary

Date of Meeting: March 21, 2024
Originator: Ty Dinsdale, Airport Manager
Presenter: Ty Dinsdale, Airport Manager

Agenda Item:

Bill 24-20 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Crawford, Murhpy, and Tilly for design services for the Lee C Fine Airport for LCF Runway and Lighting Project for an amount not to exceed \$321,000. *First Reading*

Requested Action:

First Reading of Bill #24.20

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$25,001 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Yes - We would like to get this started as soon as possible.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 45-00-773158 Runway Project
FY2024 Budgeted Amount: \$4,365,000
FY2024 Expenditures to Date (03/11/24): (\$ 0.00)
FY2024 Available: \$4,365,000

FY2024 Requested Amount: \$321,000

Department Comments and Recommendation:

Crawfords, Murphy, and Tilly or CMT is the City's Airport Engineering firm, and they handle all engineering and consulting for the city pertaining to construction at both airports. All work for this project will be done in 2024.

This project covers the design of the rehab needed to the LCF Runway and the replacement of the lighting attached to the runway.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-20 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR PROFESSIONAL SERVICES AT THE LEE C. FINE AIRPORT IN THE AMOUNT OF \$321,000.

WHEREAS, the City of Osage Beach seeks to engage a company to perform professional services for a runway and lighting plan at Lee C. Fine Airport; and

WHEREAS, the City has determined Crawford, Murphy & Tilly, Inc. is able to provide such services as described in Exhibit A of this agreement.

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

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

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Three Hundred Twenty-One Thousand Dollars. (\$321,000.00)

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

Ayes:

Nays:

Abstain

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.20.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, Clerk

Airport Name: Lee C. Fine Memorial Airport
Project No.: 24-046B-1
County: Miller

AVIATION PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 04/11/2018)

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

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Lee C. Fine Memorial Airport; and

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

WHEREAS, the Sponsor intends to accomplish a project at the Lee C. Fine Memorial Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

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

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

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

(B) "SPONSOR'S REPRESENTATIVE" means the person or persons designated in Section (23)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

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

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

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in Section (23)(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

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

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

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

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

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

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

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

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

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

(2) SCOPE OF SERVICES:

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

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

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

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

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

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

The Consultant shall not be liable for any errors, omissions, or deficiencies resulting from inaccurate or inadequate information furnished by the Sponsor which inaccuracies or inadequacies are not detected by the Consultant, unless the errors should have been detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor; and if none are expressly established in this Agreement, published manuals and policies of MoDOT and FAA which shall be furnished by the Sponsor upon request; and, absent the foregoing, manuals and policies of the FAA, as published and in effect on the date of this Agreement.

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

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

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

phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

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

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

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

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 4% of the total Agreement dollar value.

(B) Eligibility of DBE's: Only those firms currently certified as DBE's by MoDOT, City of St. Louis/Lambert Airport Authority, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of External Civil Rights webpage at the following address under the MRCC DBE Directory:

http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm

(C) Consultant's Certification Regarding DBE Participation: The Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. 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 Agreement, which may result in the termination of this Agreement or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Consultant from future bidding as non-responsible.

1. Policy: It is the policy of the USDOT and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 apply to this Agreement.

2. Obligation of the Consultant to DBEs: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted agreements and contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

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

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

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

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

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

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

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

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

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

7. Documentation of Good Faith Efforts to Meet the DBE Goal:

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

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

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

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

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

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

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

G. Negotiated in good faith with interested DBEs, and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

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

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

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least 13% of the total services to be performed under this Agreement, by dollar value. All DBE

firms which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:

(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB- CONTRACT	(D) PERCENT APPLICABLE TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)
TSi Geotechnical, Inc. 1340 N. Price Road St. Louis, MO 63132	Geotechnical Investigation	\$43,277.00	100%	\$43,277.00	13%
TOTAL DBE PARTICIPATION				\$43,277.00	13%

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Subsection (7)(C)(8) is less than the Sponsor's DBE goal given in Subsection (7)(A), then the Consultant certifies good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in Subsection (7)(A). Documentation of the Consultant's good faith efforts is to be submitted with this Agreement to the Sponsor and a copy submitted to MoDOT.

(8) SUBCONSULTANTS:

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

EXCEPTIONS (Subconsultant information):

List all Subconsultant(s) to be used for any piece of work outlined in this agreement, excluding DBE Firms listed in the DBE Participation Subsection (7)(C)(8), DBE Participation Obtained by Consultant, in this agreement. If none, write "N/A" in the first row of the first column.

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
TSi Geotechnical, Inc.	1340 N. Price Road St. Louis, MO 63132	Geotechnical Investigation	\$43,277.00

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

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those Subconsultants shall maintain commercial general liability, automobile liability, professional liability and worker's compensation and employer's liability insurance, or alternatively, a comparable umbrella insurance policy submitted to and approved by MoDOT, for not less than the period of services under such subconsultant agreements, and in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the minimum coverage shall not be less than the following amounts:

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

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

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such

services, as set forth in Section (9), entitled "Fees and Payments".

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

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

(9) FEES AND PAYMENTS:

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

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of **\$321,000.00**, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

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

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

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

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

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

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

6. The Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, when requested by the Sponsor and/or MoDOT. Once the cumulative amount to be paid to a Subconsultant by the Consultant, as full remuneration for the performance of services, as called for in this Agreement and any supplemental agreements hereafter, equals or exceeds Twenty-Five Thousand Dollars (\$25,000), submittal of a separate Exhibit IV, "Derivation of Consultant Project Costs" and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown", prepared to solely reflect the Subconsultant's fees shall be attached hereto and made a part of this Agreement, subject to the process described in Section (3) of this Agreement. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit IV-A and Exhibit V-A, respectively.

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

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

9. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the Consultant's receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further to return retainage payments to each Subconsultant within 15 days after the Subconsultant'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 Subconsultants.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 30 days after the Sponsor's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

(E) The Sponsor may hold a percentage of the amount earned by the Consultant, not to exceed two percent (2%), until 100% of services as required by Section (2), "Scope of Services," of this Agreement are completed and have been received and approved by the Sponsor and MoDOT. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of all services required by Section (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. As an alternative to withholding two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account in the amount of said retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the percent retainage will control.

(10) PERIOD OF SERVICE:

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

(B) The Consultant and Sponsor will be required to meet the schedules in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant and no claim for damage shall be made by either party. Requests for extensions of time shall be made in writing by the Consultant before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise

provided in Section (3) for additional/changed work and differing/unforeseen conditions. Any extensions or additional costs shall be subject to MoDOT approval.

(C) As used in this provision, the term "delays due to unforeseeable causes" include but are not limited to the following:

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

(11) TERMINATION OF AGREEMENT – 2 CFR § 200 Appendix II(B):

(A) Termination for Convenience:

1. The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Consultant must immediately discontinue all services affected.
2. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.
3. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.
4. The Sponsor further agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(B) Termination for Default:

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by the Sponsor:

a. The Sponsor may terminate this Agreement, in whole or in part, for the failure of the Consultant to:

i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performance of the Project; or

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

b. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

c. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

d. The Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

e. If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for

the convenience of the Sponsor.

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

iii. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

b. Upon receipt of a notice of termination from the Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of terminating the Agreement or a portion thereof, by mutual consent. If the Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the Agreement.

c. In the event of termination due to Sponsor breach, the Consultant is entitled to invoice the Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Sponsor agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

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

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

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

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

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

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

II. Any rights of copyright to which Sponsor, its Consultant or Subconsultant purchases ownership with payments provided by this Agreement.

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

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

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

III. Subsection (I) of the clause, entitled "communication" shall read as follows: "(I) Communication. All notifications required by this clause shall be submitted to the Sponsor".

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

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

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

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor, MoDOT, and/or FAA in data files compatible with AutoCAD Civil 3D (specify CADD version) and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 calendar days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

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

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

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

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

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

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

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

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

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

(F) Notwithstanding Subsections (13)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

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

(15) INDEMNIFICATION RESPONSIBILITY:

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

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

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

(16) INSURANCE:

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

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

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

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

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

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

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

(D) In lieu of the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above, the Consultant may obtain insurance at all times in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above.

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

(F) Any insurance policy required as specified in Section (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

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

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

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

(18) NONDISCRIMINATION ASSURANCE: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(A) Compliance With Regulations: The Consultant will comply with the "Title VI List of Pertinent Nondiscrimination Acts and Authorities", as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement. In addition, the Consultant shall comply with all state statutes related to nondiscrimination.

(B) Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(C) 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 Subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(D) Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor, MoDOT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor, MoDOT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as it, MoDOT, or the FAA may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or
2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

(F) Incorporation of Provisions: The Consultant will include these nondiscrimination provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor, MoDOT or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant or supplier because of such direction, the Consultant may request the Sponsor or the United States to enter into such litigation to protect the interests of the Sponsor or United States.

(H) Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR Part 21 (Non-Discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The FAA's nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq.*).

(19) APPROVAL: This Agreement is made and entered into subject to the approval of MoDOT.

(20) AVIATION FEDERAL AND STATE CLAUSES:

(A) Civil Rights – 49 USC § 47123: The Consultant agrees to 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 disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and any subconsultants from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(B) Trade Restriction Certification – 49 U.S.C. § 50104, 49 CFR Part 30:

1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:

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 as 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 included on the list of countries that discriminate against U.S. firms as published by the USTR; and

C. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

2. 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.

3. The Consultant must provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

4. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant:

A. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

B. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

C. who incorporates in the public works project any product of a foreign country on such USTR list.

5. 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.

6. The Consultant agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may

rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.

7. This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, MoDOT or the FAA may direct through the Sponsor cancellation of the Agreement for default at no cost to the Sponsor, MoDOT or the FAA.

(C) Eligible Employees - Executive Order 07-13:

1. The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Sponsor has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Sponsor reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

2. The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Sponsor may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:

1. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

2. In support of this initiative, the Sponsor encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding Three Thousand Five Hundred Dollars (\$3,500) and involve driving

a motor vehicle in performance of work activities associated with the project.

(E) Veteran's Preference – 49 USC § 47112(c): In the employment of labor (except in executive, administrative, and supervisory positions), the Consultant and all subconsultants must give preference to covered veterans as defined within Title 49 U.S.C. § 47112. Covered veterans include Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

(F) Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the above-referenced statute and regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(G) Occupational Safety and Health Act of 1970 – 20 CFR Part 1910: All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and its subconsultants' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

(H) Energy Conservation Requirements – 2 CFR § 200, Appendix II(H): The Consultant and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

(I) Debarment and Suspension (Non-Procurement) – 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility:

1. By executing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this Agreement.

2. The Consultant, by administering each lower tier subconsultant agreement that exceeds \$25,000 as a "covered transaction", must verify

each lower tier Subconsultant participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

A. Checking the System for Award Management at website: <https://www.sam.gov>.

B. Collecting a certification statement similar to the statement in Subsection (20)(I)1.

C. Inserting a clause or condition in the covered transaction with the lower tier Subcontractor.

3. If the Sponsor, MoDOT or the FAA later determines that a lower tier participant failed to disclose to a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the Sponsor, MoDOT or the FAA may pursue any available remedy, including suspension or debarment of the non-compliant participant.

(J) Lobbying and Influencing Federal Employees – 31 U.S.C. § 1352, 2 CFR § 200, Appendix II(J), 49 CFR Part 20, Appendix A:

1. The Consultant certifies by execution of this Agreement, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. 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 this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Consultant shall require that the language of this Subsection (20)(F) be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each such failure.

(K) Contract Workhours and Safety Standards Act Requirements – 2 CFR § 200 Appendix II (E):

1. Overtime Requirements: No contractor or subcontractor contracting for any part of the Agreement 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 Subsection (20)(K)1. above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the Sponsor and/or the United States 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 Subsection (20)(K)1. above, in the sum of Ten Dollars (\$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 Subsection (20)(K)1. above.

3. Withholding for Unpaid Wages and Liquidated Damages: The FAA, MoDOT 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 Subsection (20)(K)2. above.

4. Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Subsection (20) 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 this Subsection (20).

(L) Breach of Contract Terms Sanctions - 2 CFR §200 Appendix II(A): Any violation or breach of the terms of this Agreement on the part of the Consultant or any Subconsultant may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The Sponsor will provide the Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of this Agreement. The Sponsor reserves the right to withhold payments to the Consultant until such time the Consultant corrects the breach or the Sponsor elects to terminate this Agreement. The Sponsor's notice will identify a specific date by which the Consultant must correct the breach. The Sponsor may proceed with termination of this Agreement if the Consultant fails to correct the breach by deadline indicated in the Sponsor's notice. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

(M) Clean Air and Water Pollution Control – 2 CFR 200 § 200, Appendix II(G): The Consultant agrees:

1. To comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387); and
2. To report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency and the FAA.

(N) Certification of Consultant Regarding Tax Delinquency and Felony Convictions: The Consultant certifies that it is not a corporation that:

1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or
2. Was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

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

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

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

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

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Mike Welty, Assistant City Administrator		
SPONSOR'S NAME	City of Osage Beach, Missouri		
SPONSOR'S ADDRESS	1000 City Parkway Osage Beach, MO 65065		
PHONE	573-302-2000 ext. 1011	FAX	573-302-2039
E-MAIL ADDRESS	mwelty@osagebeach.org		

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

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

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Brian Hutsell, P.E.		
CONSULTANT'S NAME	Crawford, Murphy & Tilly, Inc.		
CONSULTANT'S ADDRESS	One Memorial Drive, Suite 500 St. Louis, MO 63102		
PHONE	314-436-5500	FAX	314-436-0723
E-MAIL ADDRESS	bhutsell@cmtengr.com		

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

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

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

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

(27) SEVERABILITY AND SURVIVAL:

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

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

(28) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars (\$50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Sponsor to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Sponsor prior to the performance of such subconsultant services under this Agreement.

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

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

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

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the **Consultant** the _____ day of _____, 20____.

Executed by the **Sponsor** the _____ day of _____, 20____.

CONSULTANT

Crawford, Murphy & Tilly, Inc.

SPONSOR

City of Osage Beach, Missouri

By: _____

By: _____

By: Ty Sander, P.E.

By: Michael Harmison

Title: Senior Vice President

Title: Mayor

ATTEST:

ATTEST:

By: _____

By: _____

By: Brian Hutsell, P.E.

By: Tara Berreth

Title: Associate

Title: City Clerk

EXHIBIT I

PROJECT DESCRIPTION

1. Perform topographical design survey.
2. Perform geotechnical investigation.
3. Mill existing Runway 4-22 bituminous surface and construct bituminous overlay.
4. Remark Runway 4-22.
5. Replace Runway 4-22 edge lighting.
6. Construct new electrical vault building meeting the requirements of NEC Article 110.31.
7. Replace L-807 Wind Cone.
8. Install Secondary Wind Cone at each runway end.
9. Overlay hangar access road from the gate location to the hangar pavement.
10. Overlay existing bituminous T-hangar taxilanes.



Exhibit I -2

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

This Scope of Services will produce a set of construction documents necessary to complete the project. The Consultant will perform a topographical survey and geotechnical investigation required for project design and produce engineer's design report, construction plans, construction documents/technical specifications, tabulation of construction quantities and engineer's opinion of probable construction costs. The Consultant will assist the Sponsor with the preparation of any addenda during the bidding process and will conduct the prebid meeting. All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders and MoDOT requirements and changes/revisions current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA. The improvements that are being designed on the project shall be consistent with a current and approved Airport Layout Plan.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

BASIC SERVICES

1. Preliminary

- a. Travel to site/City to perform site inspections and attend scoping meeting with Sponsor.
- b. Formulate project scope of work.
- c. Develop preliminary engineer's opinion of probable construction cost and project budget

2. Design Phase

- a. Field Survey-Design Survey
 - 1) Perform site visit for survey crew to meet with engineer to go over survey control and the scope of work.

- 2) Perform all survey work using previously established survey control points.
 - 3) Survey all features encountered in the field within the project limits including but not limited to the following:
 - a) Edge, centerline and halfway between edge and centerline of taxiway pavements/access roads and edge, centerline, and at least two points between edge and centerline for runway/t-hangar taxilane pavements.
 - b) Ground shots on hard surfaces using a total station.
 - c) Ground shots in turf using a total station or GPS.
 - d) Manholes and inlets including type of manhole (storm, sanitary, electrical, etc.)
 - e) Flow line elevations for each pipe going in or out of a manhole or inlet
 - f) All marked utility locations that will be marked for the pavement coring
 - g) Locations of pavement corings after completion of the coring work
 - 4) Create an electronic 3D drawing of the survey. The drawing should include the following:
 - a) All topographical features that were surveyed including storm sewer pipe locations and associated linework
 - b) Contour lines at 1-foot intervals with elevations assigned to the lines
 - c) Triangles of the surface model used to create the contour lines with elevations assigned to each triangle corner
- b. Geotechnical Investigation
- 1) Existing runway pavement is believed to consist of an asphalt surface over the original concrete pavement. At the approximate locations shown in Attachment 1, cut twenty (20) pavement cores of which ten (10) are to be of just the asphalt and ten (10) are to include the asphalt, underlying concrete, and determination of the aggregate base thickness. The surveyor will survey the coordinates and elevations of each location and provide ground elevations upon completion of the coring.
 - 2) Conduct five (5) pavement cores through the hangar access road pavement and determine the asphalt and aggregate base thickness.
 - (3) Conduct four (4) pavement cores through the T-hangar taxilane

- pavement and determine the asphalt and aggregate base thickness.
- 4) For the runway pavement, conduct five (5) soil borings through full depth core openings at the approximate locations shown in Attachment 1 to a depth of 10 feet or until auger refusal, whichever is shallower and perform sub-surface exploration to determine the top of rock and water table elevation.
 - 5) For the hangar access road pavement, conduct two (2) soil borings through the full depth core openings at the approximate locations shown in Attachment 1 to a depth of 10 feet or until auger refusal, whichever is shallower and perform sub-surface exploration to determine the top of rock and water table elevation.
 - 6) For the T-hangar taxiway pavement, conduct two (2) soil borings through the full depth core openings at the approximate locations shown in Attachment 1 to a depth of 10 feet or until auger refusal, whichever is shallower and perform sub-surface exploration to determine the top of rock and water table elevation.
 - 7) Perform a soil classification for all boring locations (ASTM D 2487).
 - 8) Create a boring log for all boring locations. The boring log should include the following:
 - a) Location
 - b) Date performed
 - c) Type of exploration
 - d) Surface elevation
 - e) Depth of materials
 - f) Sample identification numbers
 - g) Classification
 - h) Water table
 - i) Standard penetration test (SPT)
 - 9) Collect bulk samples from two (2) shallow test pits located next to the runway pavement and one (1) shallow test pit located next to the T-hangar taxiway pavement to be used for laboratory testing including determination of the test pit locations based on the soil types encountered at the boring locations.
 - 10) For each test pit perform the following soil tests:
 - a) Particle-Size Analysis using ASTM D 421 or ASTM D 422 as appropriate.
 - b) Standard Test Methods for Liquid Limit, Plastic Limit, and

- Plasticity Index of Soils (ASTM D 4318)
 - c) Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (ASTM D 698)
 - d) Standard Test Method for CBR (California Bearing Ratio of Laboratory-Compacted Soils) (ASTM D 1883)
- 11) Backfill boring holes and test pits with soil to match the existing grade.
- 12) Provide a written report describing the soils encountered within the project limits and the applicable test results necessary for the design of the project.
- 13) The report shall include (as a minimum):
 - a) Location diagram of coring/boring locations.
 - b) Summary of pavement cores.
 - c) Summary of soil borings.
 - d) A table summarizing the test results.
 - e) Sealed by a professional engineer.
- c. Complete a Runway Safety Area (RSA) Inventory for Non-Certificated Airports and complete an RSA Determination Form. The RSA inventory will include a site visit.
- d. Prepare preliminary design report. As a minimum, the design report will include:
 - Description of work including Discretionary/NPE funding participation limits and BIL funding participation limits.
 - Listing of applicable design standards and Advisory Standards.
 - Design Considerations for airport Operational Safety.
 - Summary of the design computations.
 - Justification for selection of design materials.
 - Identification of modifications to FAA standards along with the reason(s) and justifications for the modifications.
 - Summary of preliminary project budget including an engineer's opinion of probable construction cost.
 - Site Conditions including photographs.
 - Pavement design calculations and proposed typical sections.
 - Geotechnical investigation and laboratory test results.
 - Pavement marking analysis.
 - Airfield lighting analysis including description of improvements to the electrical vault.
 - Summary of recommendations.

- e. Prepare an environmental clearance letter for the Sponsor to sign and submit to satisfy the requirements of NEPA. This will include an FAA review and revisions to the letter as required by FAA.
- f. Submit FAA Form 7460-1 through the FAA OE/AAA website for the electrical vault building, beacon and wind cone, including preparation of required exhibits/sketches. Also submit for any stockpiles and each phasing work area and haul routes as part of the CSPP submittal.
- g. Prepare construction plans in accordance with current MoDOT and FAA standards, and other criteria. The construction plans will generally include the following:
 - 1) Title sheet with project name/description, location map, index of sheets and runway data table.
 - 2) General notes and summary of quantities.
 - 3) General airport layout plan with Construction Safety Phasing Plan.
 - 4) Demolition sheets showing areas to be milled.
 - 5) Typical pavement sections.
 - 6) Runway pavement staking plans to show existing grades, mill to grades, and pave to grades. Engineer will calculate slopes between each mill to and pave to grades to verify runway smoothness requirements and runway slope requirements are being met.
 - 7) Hangar access road staking plans to show existing and proposed grades.
 - 8) T-hangar taxilane staking plans to show existing grades, mill to grades, and pave to grades.
 - 9) Runway and taxiway marking plans and details.
 - 10) T-hangar taxilane marking plans and details.
 - 11) Hangar access road vehicle gate detector loop adjustment details for work associated with pavement overlay.
 - 12) Electrical vault building plans and details.
 - 13) Runway edge lighting plan and details.
 - 14) Wind cone and beacon plan and details.
 - 15) Miscellaneous ancillary details.
- h. Prepare Contract Documents/Technical Specifications in accordance with current MoDOT and FAA standards, and other criteria.
- i. Revise plan quantities and preliminary engineers' opinion of probable construction cost and project budget. Quantities for each work area are to be calculated separately along with costs for each funding type.
- j. Plot to PDF and submit Construction Plans, Contract Documents/Technical Specifications, engineer's opinion of probable construction costs and project budget to the Sponsor and MoDOT for

review and comments. The Sponsor and MoDOT will each be provided with a PDF copy and, if requested, one (1) printed copy of each document.

- k. Perform field review of plans to verify existing conditions.
- l. Complete internal QA/QC review of Construction Plans and Contract Documents/Technical Specifications.
- m. Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary review comments from the Sponsor, MoDOT and internal reviews.
- n. Submit a final, sealed/signed copy, to the Sponsor, MoDOT and the FAA (one copy each) of the following documents:
 - 1) Final Design Report
 - 2) Construction Plans
 - 3) Contract Documents/Technical Specifications
 - 4) Engineer's Opinion of Probable Construction Cost and Project Budget
- o. Project Management
 - 1) Coordination of project team member assignments and internal design meetings
 - 2) Schedule and budget monitoring
 - 3) Review of invoices and preparation of monthly status reports
 - 4) General project coordination with MoDOT and Sponsor
 - 5) Preparation of final DBE payments for use in annual reporting

3. Bidding Phase

- a. Assist the Sponsor with advertisement for bids and send "Notice to Bidders" to prospective contractors. (Sponsor shall place advertisements in appropriate media.)
- b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
- c. Attend and conduct the pre-bid meeting and record minutes.
- d. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the bidding phase.
- e. Assist with the bid opening (Do not attend).

- f. Tabulate and analyze bid results, review contractor's qualifications, and make recommendation of contract award to Sponsor.

CONSTRUCTION SERVICES

These services can be added by Supplemental Agreement per Section (17) of this Agreement.

**EXHIBIT IIA
CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED
PROJECTS**

Updated April 18, 2019

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

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5100-17, Changes 1-7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)

150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
105/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN

150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program

150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports by Individuals with Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150-5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
MoDOT	MoDOT DBE Program- http://www.modot.org/ecr/index.htm

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

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

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.
2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.
4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.
5. Pay all publishing costs for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.
6. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.
7. Disadvantaged business enterprise (DBE) goals for the project based upon proposed bid items, quantities and opinions of construction costs.
8. Guidance for assembling bid package to meet Sponsor's bid letting requirements.
9. Designate contact person (see Section (23)(A)).

EXHIBIT IV
DERIVATION OF CONSULTANT PROJECT COSTS
LEE C. FINE MEMORIAL AIRPORT
OSAGE BEACH, MISSOURI
MILL AND OVERLAY RUNWAY 4-22; REPLACE RUNWAY 4-22 EDGE LIGHTING
SUMMARY OF COSTS
January 18, 2024

Basic Services	Fee	Hours
Preliminary Phase	\$13,975.80	84
Design Phase	\$294,386.44	1,533
Bidding Phase	\$12,516.57	68
Construction Phase*	\$0.00	0
Special Services		
N/A	\$0.00	0
FCCM (Exhibit IV - 2b)	\$121.19	--
Total	\$321,000.00	1,685

*To be added later by Supplemental Agreement

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

LEE C. FINE MEMORIAL AIRPORT
OSAGE BEACH, MISSOURI

BASIC SERVICES - PRELIMINARY, DESIGN & BIDDING PHASE SERVICES

January 18, 2024

1 **DIRECT SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
		(2024 rates)	
Principal	0	102.31	\$0.00
Project Engineer II	52	83.72	\$4,353.44
Project Engineer I	383	65.99	\$25,274.17
Senior Engineer I	562	48.05	\$27,004.10
Engineer I	328	36.75	\$12,054.00
Senior Architect II	0	58.08	\$0.00
Senior Planner I	0	47.60	\$0.00
Planner I	0	36.97	\$0.00
Land Surveyor	164	53.60	\$8,790.40
Senior Technician I	190	46.88	\$8,907.20
Technician II	0	38.23	\$0.00
Project Administrative Assistant	6	30.24	\$181.44

1,685

Total Direct Salary Costs = \$86,564.75

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

2a Percentage of Direct Salary Costs @ 172.12 % = \$148,995.25
2b FCCM Rate (Optional) @ 0.14 % = \$121.19

3 **SUBTOTAL:**

Items 1 and 2a = \$235,560.00

4 **PROFIT:**

15 % of Item 3 Subtotal* = \$35,334.00

*Note: 0-15% Typical

Subtotal \$271,015.19

5 **OUT-OF-POCKET EXPENSES:**

a. Mileage 2,456 Miles @ \$0.670 / Mile = \$1,645.52
b. Meals 40 Days @ \$45.00 / Day = \$1,800.00
c. Motel 32 Nights @ \$98.00 / Night = \$3,136.00
d. Printing and Shipping (design report, plans/specs) = \$126.29

Total Out-of-Pocket Expenses = \$6,707.81

6 **SUBCONTRACT COSTS:**

a. Geotechnical Investigation: TSi Geotechnical (DBE) = \$43,277.00
b. = \$0.00
c. = \$0.00
d. = \$0.00
= \$43,277.00

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$321,000.00 Lump Sum

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

LEE C. FINE MEMORIAL AIRPORT OSAGE BEACH, MISSOURI

PRELIMINARY, DESIGN & BIDDING PHASE SERVICES

January 18, 2024

Out-of-Pocket Expenses

Item	Max No. of People	Meals	Motel	Miles
Initial site inspection & scoping meeting	3	0	0	328
Geotechnical Investigation - Location Layout	1	0	0	328
Topographical Survey - Engineer	1	0	0	328
Topographical Survey - Crew	2	40	32	816
Field review of plans	3	0	0	328
Pre-bid meeting	2	0	0	328
TOTAL =		40	32	2,456

LEE C. FINE MEMORIAL AIRPORT
OSAGE BEACH, MISSOURI

BASIC AND SPECIAL SERVICES
MILL AND OVERLAY RUNWAY 4-22; REPLACE RUNWAY 4-22 EDGE LIGHTING
January 18, 2024

	Principal \$320.17	Project Engineer II \$261.99	Project Engineer I \$206.51	Senior Engineer I \$150.37	Engineer I \$115.00	Senior Architect I \$181.75	Senior Planner I \$148.96	Planner I \$115.69	Land Surveyor \$167.73	Senior Technician I \$146.71	Technician II \$119.64	Project Administrative Assistant \$94.63	Other Costs
Classification:													
Gross Hourly Rate:													
A. BASIC SERVICES													
1. Preliminary Phase:													
a. Site visit to survey pavement distresses and attend scoping meeting	42		14	14	14								
b. Formulate project scope of work with proposed improvements exhibits	32		12	20									
c. Develop preliminary engineer's opinion of probable cost	10		2	8									
Total hours =	84	0	0	28	42	14	0	0	0	0	0	0	(1,2,5)
Total =	\$13,975.80	\$0.00	\$0.00	\$5,782.22	\$6,315.40	\$1,610.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$268.11
2. Design Phase:													
a. Topographical field survey	368		2	12					164	190			
b. Geotechnical Investigation	26		8	18									
c. Complete RSA Inventory and RSA Determination Form	20		4	16									
d. Prepare preliminary design report	96		24	48	24								
e. Prepare an environmental clearance letter for the Sponsor to sign	6		2		4								
f. Submit FAA Form 7460-1	31		1	6	24								
g. Prepare construction plans													
1) Title sheet	5		1	2	2								
2) General notes and summary of quantities	34		2	16	16								
3) General airport layout plan with CSPP	88		16	40	32								
4) Demolition sheets showing areas to be milled	18		2	12	4								
5) Typical pavement sections	13		1	8	4								
6) Runway pavement staking plans	152	8	40	80	24								
7) Hangar access road staking plans	29	1	4	16	8								
8) T-hangar taxilane staking plans	29	1	4	16	8								
9) Runway and taxiway marking plans and details	34		2	8	24								
10) T-hangar taxilane marking plans and details	5		1	4									
11) Hangar access road vehicle gate detector loop adjustment details	7		1	6									
12) Electrical vault building plans and details	120		24	80	16								
13) Runway edge lighting plans and details	72		4	20	48								
14) Wind cone plan and details	22		2	12	8								
15) Miscellaneous ancillary details	28		4	8	16								
h. Prepare contract documents/technical specifications	66	2	40	24									
i. Revise plan quantities and preliminary engineer's OPC	26		2	8	16								
j. Submit construction plans, specifications, OPC for review	12		4		8								
k. Perform field review of plans to verify existing conditions	36		12	12	12								
l. Complete internal QA/QC revieve of plans and specifications	48	32	16										
m. Finalize plans and specifications based on review comments	38		6	16	16								
n. Submit final sealed documents	8		4	4									
o. Project Management	96	8	80	8									
Total hours =	1,533	0	52	313	500	314	0	0	0	164	190	0	(1,2,3,4,5)
Total =	\$294,386.44	\$0.00	\$13,623.57	\$64,636.94	\$75,183.35	\$36,111.48	\$0.00	\$0.00	\$0.00	\$27,508.50	\$27,874.01	\$0.00	\$49,448.58
3. Bidding Phase:													
a. Issue Notice to Bidders	4		2									2	
b. Distribute documents to plan rooms and prospective bidders	6		2									4	
c. Attend and conduct pre-bid meeting and record minutes	26		12	14									
d. Answer questions and issue addenda	10		6	4									
e. Assist with the bid opening	12		12										
e. Review bids and prepare recommendation of award	10		8	2									
Total hours =	68	0	0	42	20	0	0	0	0	0	0	6	(1,2,3,5)
Total =	\$12,516.57	\$0.00	\$0.00	\$8,673.33	\$3,007.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$567.79	\$268.11
4. Construction Phase:													
Total hours =	0	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	\$0.00
PART A SUBTOTAL =	\$320,878.81												
B. SPECIAL SERVICES													
1. N/A													
Total hours =	0	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	\$0.00
PART B SUBTOTAL =	\$0.00												
FCCM =	\$121.19												
GRAND TOTAL =	\$321,000.00												

- (1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies

- (3) Vendor Services
(4) Permit Fees

- (5) Printing and Shipping

EXHIBIT VI

PERFORMANCE SCHEDULE

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

BASIC SERVICES

- | | | |
|----|---|---|
| A. | Preliminary Phase | As Required |
| B. | Design Phase | |
| 1. | Field Survey – Design Survey | <u>30</u> calendar days
after receipt of NTP |
| 2. | Geotechnical Investigation | <u>30</u> calendar days
after receipt of NTP |
| 3. | Submittal of Preliminary Design Report | <u>60</u> calendar days
after receipt of NTP |
| 4. | Plans & Specifications | |
| a. | Submittal of 100% Plans and Contract Documents/Specifications for review (allow 45 days for MoDOT review) | <u>120</u> calendar days
after receipt of NTP |
| b. | Submittal of Final Design Report and Plans and Contract Documents/Specifications for bidding | <u>14</u> calendar days
after receipt of
review comments
(MoDOT, FAA & Sponsor) |
| C. | Bidding Phase | As Required |



January 8, 2024

Mr. Brian Garkie
Crawford, Murphy & Tilly
One Memorial Drive
St. Louis, Missouri 63102

**Re: Proposal for Subsurface Exploration and
Geotechnical Engineering Evaluation
Lee C. Fine Memorial Airport – Overlay Projects
Brumley, Missouri
TSi Proposal No: SLM24001.00**

Dear Mr. Garkie:

TSi Geotechnical, Inc. (TSi), an **M/W/DBE** firm, is pleased to submit this proposal to Crawford, Murphy, & Tilly (CMT) to perform a subsurface exploration and geotechnical data report and engineering evaluation for use in the Lee C. Fine Memorial Airport – Overlay Projects located in Cape Girardeau, MO.

1.0 PROJECT UNDERSTANDING

We understand the proposed project consists of the evaluation of the existing subgrade and pavement sections to determine design for the mill and overlays of Runway 4-22, overlay of hanger access road, overlay of T-hanger taxilanes, and the replacement of runway 4-22 edge lighting. It is assumed that this project will follow geotechnical guidelines in FAA's 150/5320-6F Chapter 2 for aircrafts weighing less than 60,000 pounds.

2.0 SCOPE OF SERVICES

Based on the proposed project, the geotechnical scope of services for this investigation will include drilling a total of Eight (8) borings w/pavement cores. The borings will be taken down to 10-feet or auger refusal. Ten (10) standalone full depth pavement cores and ten (10) standalone asphalt overlay pavement cores. And three (3) companion borings, to obtain samples for Proctors/CBR's.

The Standard Penetration Tests (SPTs) or Shelby Tube samples will be obtained at 2.5-foot intervals for the upper 10-feet. Where possible, delayed water level readings will be taken in the borings prior to backfilling the hole.

The field explorations will be conducted under the continuous field supervision of one of TSi's geotechnical specialist. It is preferable that the boring locations be located in the field by the project surveyor, prior to the mobilization of the drill rig. If a boring must be offset due to a utility conflict or issues of access, TSi will note the offset distance and approximate elevation change on the boring logs. If TSi locates the borings, a labeled stake and/or paint marking will be left at each boring location for the project surveyor to locate and determine ground surface elevations after drilling is completed.

LABORATORY TESTING

A laboratory test program will be performed on samples recovered from the borings to estimate pertinent engineering properties of the soil overburden and soil properties for design. Laboratory tests may include the following:

- Visual descriptions by color and texture of each sample;
- Natural moisture content of soil samples;
- Atterberg limits on selected cohesive samples;
- Modified Proctor Tests;
- California Bearing Ratio (BR's);
- Hydrometers;
- Pavement core photos; and
- Unconfined Compressive Strength tests on selected cohesive samples.

3.0 GEOTECHNICAL REPORT

TSi will prepare a geotechnical study report that will contain the Logs of Boring and laboratory test results for the project, a description of the field exploration and laboratory test procedures, and a discussion of the site geology and the subsurface conditions encountered.

Based on our understanding of the project and the scope of services proposed, the geotechnical study report will address the following considerations:

- Subsurface conditions at the boring locations;
- Laboratory test results;
- Influence of groundwater on the project;
- Soil strength parameters;
- Soil remediation recommendations;
- Locations and descriptions of any existing fill or potentially deleterious materials encountered at the site that may interfere with construction progress or structure performance;
- Pavement Design considerations;
- Construction considerations; and
- Recommendations for fill and backfill materials, placement, and compaction.

4.0 ASSUMPTIONS/CLARIFICATIONS

In preparing this proposal, TSi has made the following assumptions:

1. TSi assumes that the CLIENT will have permission to access sites.
2. TSi assumes that the client will handle all coordination with the Airport (including any runway/taxiway closures, and barricade needs).
3. TSi assumes that the CLIENT will provide escort for all TSi activities onsite (if required).
4. TSi assumes that the client will mark borings in the field, or will be alongside TSi while marking borings.
5. TSi understands that the work will be performed during normal daylight working hours. If the work does require night drilling, schedules may be delayed and fees will increase.
6. TSi will contact One-Call locating services regarding member utilities. A 72-hour time period is required by One-Call to clear utilities. We must be informed of the location of any private underground utility lines (such as irrigation or exterior lighting) at the site by the owner prior to starting our field work.
7. The borings will be backfilled with auger cuttings and pavements patched in kind. TSi is not responsible for settlement of soil cuttings over time in the borings.
8. Estimate was built using the assumption that the existing pavement is between 10-12" (concrete) and up to 4" (asphalt).
9. TSi's drill crews are not union-affiliated, and the cost for a union operator and laborer are not included in this proposal fee.
10. TSi has assumed that the site is free of environmental concerns. If suspect odors or other evidence of contamination or hazardous materials are encountered, then drilling will be terminated per OSHA regulations, and suspended until appropriate health and safety protocol are developed by a qualified environmental specialist retained by CLIENT. The costs for any delays, for environmental consultation, or for implementation of the consultant's recommendations are not within the proposed scope or fees.
11. Unless requested in writing by the CLIENT, the soil and rock samples obtained during the subject geotechnical exploration will be disposed of by our laboratory approximately ninety (90) days after the issuance of the Geotechnical Report. Additional fees will apply if we are requested to store the samples beyond the ninety (90) day period.

5.0 ESTIMATED COST

TSi's services for the project will be provided on a Lump Sum basis. Based on the scope of services provided above and assuming no unanticipated subsurface conditions are encountered, the fee per site will be: \$43,277.00.

If site conditions are encountered during the explorations that warrant additional work, we will notify you and discuss the necessary scope modification. However, the fees will not be exceeded without your authorization.

6.0 SCHEDULE OF WORK PERFORMANCE

Field is tentatively scheduled to be performed by the 2nd week of February pending written notice to proceed, weather permitting. The field exploration will take approximately 3-4 business days to complete. In summary, our report should be complete no later than mid-march 2024. Design information can be provided upon request prior to the completion of the report, if this schedule is not acceptable.

7.0 PROJECT LIMITATIONS

TSi will perform only those services outlined in this proposal. CMT and TSi may subsequently agree in writing to provide additional services under this agreement for additional compensation. Services provided by TSi will be consistent with the engineering standards prevailing at the time and in the area that the work is performed. No other warranty, expressed or implied, is intended.

This fee estimate has been prepared using TSi's standard fee schedule and the information provided by the Client. TSi reserves the right to revise this proposal and fee estimate, at any time, if any flow down and/or contract provisions are required by Client or Owner to conform with any local, state or federal wage act requirements, including but not limited to the Davis-Bacon Act, as Amended, the McNamara-O'Hara Service Contract Act, or others, the required use of union labor, or for any required quality control and quality assurance plans, safety, security, vehicle, drug and alcohol testing, or any third party payment fees, or other requirements not specified in the Client's request for proposal or not defined in TSi's scope of services.

If this proposal is acceptable to you, please issue us a subcontract to us for the work, in accordance with the scope and fee presented in this proposal. We appreciate the opportunity to present this proposal to you for your consideration. Please feel free to call us if you have any questions or if you wish to discuss it in greater detail.

Sincerely,
TSI GEOTECHNICAL, INC.



Andrew DeClue, P.E.
Director of Operations



Denise B. Hervey, P.E.
Principal

Lee C. Fine Memorial Airport - Mill & Overlay projects
Brumley, Missouri
Geotechnical Study Cost Estimate
Unit Fee Schedule

Valid for work completed prior to December 31, 2023



	Unit Cost		Qty	Estimated Amount
<u>Personnel</u>				
Principle	\$ 68.00	hour	2	\$ 136.00
Group Manager	\$ 67.00	hour	6	\$ 402.00
Sr. Engineer	\$ 62.00	hour	12	\$ 744.00
Engineer II	\$ 45.00	hour	25	\$ 1,125.00
Engineer I	\$ 35.00	hour	60	\$ 2,100.00
Admin	\$ 25.00	hour	4	\$ 100.00
Driller	\$ 42.00	hour	30	\$ 1,260.00
Drill Helper	\$ 30.00	day	30	\$ 900.00
			subtotal	\$ 6,767.00
Overhead	1.9354			\$ 13,096.85
Fixed Fee	14%			\$ 2,780.94
			subtotal	\$ 22,644.00
<u>Drilling & Misc. Expense</u>				
Mob/Demob beyond 60 miles of TSi office	\$ 9.75	mile	360	\$ 3,510.00
Rig Usage	\$ 650.00	day	3	\$ 1,950.00
Support Truck Usage	\$ 100.00	day	3	\$ 300.00
Daily truck usage (Logger)	\$ 0.75	mile	800	\$ 600.00
Set-up to core	\$ 150.00	each	18	\$ 2,700.00
Pavement Repair/Remove cuttings	\$ 75.00	each	28	\$ 2,100.00
Bentonite Chips	\$ 25.00	bag	10	\$ 250.00
Sand	\$ 10.00	bag	8	\$ 80.00
Stemming Plugs	\$ 15.00	each	11	\$ 165.00
Per Diem	\$ 175.00	day	13	\$ 2,275.00
			subtotal	\$ 13,930.00
<u>Laboratory Testing</u>				
Classification	\$ 10.00	each	22	\$ 220.00
Moisture Content	\$ 8.00	day	22	\$ 176.00
Penetrometer	\$ 6.00	day	22	\$ 132.00
Extrusion	\$ 25.00	day	4	\$ 100.00
Unit Weight	\$ 35.00	bag	4	\$ 140.00
Unconfined Compression Test (soil)	\$ 100.00	each	4	\$ 400.00
Atterberg Limits	\$ 85.00	each	11	\$ 935.00
Standard Proctors	\$ 235.00	each	3	\$ 705.00
CBR's	\$ 625.00	each	3	\$ 1,875.00
Hydrometers	\$ 135.00	each	3	\$ 405.00
Core Photos	\$ 65.00	each	28	\$ 1,820.00
			subtotal	\$ 6,908.00
Total Fee Estimate				\$ 43,277.00

Lee C. Fine Memorial Airport - Mill & Overlay projects
Brumley, Missouri
Geotechnical Study Cost Estimate
Unit Fee Schedule

Valid for work completed prior to December 31, 2023



Unit Cost	Qty	Estimated Amount
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General Notes

- 1.Eight (8) borings with Pavement Cores, Ten (10) full depth pavement cores, Ten (10) pavement cores of asphalt overlay, Three (3) companion borings for proctor/cbr samples.
- 2. Estimate built assuming that pavement thickness will be between 12-14" concrete overlayed by up to 4" of asphalt.

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

LEE C. FINE MEMORIAL AIRPORT OSAGE BEACH, MISSOURI

GEOTECHNICAL SERVICES January 8, 2024

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST (\$)
Principal	2	\$68.00	\$136.00
Group Manager	6	67.00	402.00
Sr. Engineer	12	62.00	744.00
Engineer II	25	45.00	1,125.00
Engineer I	60	35.00	2,100.00
Admin	4	25.00	100.00
Driller	30	42.00	1,260.00
Drill Helper	30	30.00	900.00
Total Direct Salary Costs			= \$6,767.00

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

2a Percentage of Direct Salary Costs @	<u>193.54</u> %	=	\$13,096.85
2b FCCM Rate (Optional) @	<u>0.00</u> %	=	\$0.00

3 SUBTOTAL:

Items 1 and 2a	=	\$19,863.85
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4 PROFIT:

14% of Item 3 Subtotal*	=	\$2,780.94
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*Note: 0-15% Typical

Subtotal \$22,644.00

5 OUT-OF-POCKET EXPENSES:

a. Mobilization	360 Miles @	\$9.75 / Mile =	\$3,510.00
b. Truck Usage	800 Miles @	\$0.75 / Mile =	\$600.00
c. Meals	13 Days @	\$59.00 / Day =	\$767.00
d. Motel	13 Nights @	\$116.00 / Night=	\$1,508.00
e. Rig Usage	3 Days @	\$650.00 / Day =	\$1,950.00
f. Materials and Supplies		=	\$5,595.00
g. Laboratory Testing		=	\$6,908.00
Total Out-of-Pocket Expenses		=	\$20,838.00

6 SUBCONTRACT COSTS:

a. Name of firm: type of work	=	\$0.00
b. Name of firm: type of work	=	\$0.00
c. Name of firm: type of work	=	\$0.00
	=	\$0.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6	=	\$43,277.00 Lump Sum Fee
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City of Osage Beach
Agenda Item Summary

Date of Meeting: March 21, 2024
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 24-21 - An ordinance of the City of Osage Beach, Missouri, authorizing the expenditure of funds for promotional efforts to support the Lake of the Ozarks Bikefest 2024 event support request in an amount not to exceed \$3,000. *First Reading*

Requested Action:

First Reading of Bill #24-21

Ordinance Referenced for Action:

Board of Aldermen approval is required for distribution of funds for Community Promotions - Community Event Support per City Code Section 110.300.

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10-21-754255 Community Event Support

FY2024 Budgeted Amount: \$ 13,000

FY2024 Expenditures to Date (03/12/2024): (\$ 0)

FY2024 Available: \$ 13,000

FY2024 Requested Amount: \$ 3,000

Department Comments and Recommendation:

City Attorney Comments:

Per City Code 110.230, Bill 24-21 is in correct form.

City Administrator Comments:

Community Event Support 10-21-754255 has a FY2024 budget of \$13,000. Per City Code 110.300, the community event support funds shall be spent for the purpose of

supporting event activities that bring visitors, trade, and business into the City. Applications are submitted to the City Administrator and shall be approved by the Board of Aldermen based on the applicant's needs.

Enclosed is the *Lake of the Ozarks Bikefest Event Support Application* with supplemental information submitted by the applicant, the Lake of the Ozarks Convention & Visitor Bureau. The request is for \$3,000. The event is scheduled to be held on September 11 - 15, 2024.

The application is presented for Board's consideration. This is the first and only application received to date for FY2024. This event has been supported with the City's event support funding for seven years, making this the eighth application request.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE EXPENDITURE OF FUNDS FOR PROMOTIONAL EFFORTS TO SUPPORT THE LAKE OF THE OZARKS BIKEFEST 2024 EVENT SUPPORT REQUEST IN AN AMOUNT NOT TO EXCEED \$3,000.00

WHEREAS, the Board of Aldermen find that the Lake of the Ozarks Bikefest is a yearly promotion of the Lake area and the event creates clear and direct benefits to the businesses and citizens of Osage Beach in terms on increased tourism, sales and publicity for the City and the Lake area and the board wishes to support this public event which promotes out community:

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

Section 1. That the expenditure of funds for advertising in the amount of Three Thousand dollars (\$3,000.00) is hereby authorized to be paid to the Lake of the Ozarks Bikefest to be held September 11-15, 2024.

Section 2. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.21 was duly passed , 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 his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.21.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



City of Osage Beach
REQUEST FOR EVENT SUPPORT
Exhibit A to City Code Section 110.300

Requested Amount: 3,000 Date of Request: 2/29/24

Organization Information:

Organization Name: Lake of the Ozarks Convention & Visitor Bureau

Address: PO Box 1498, Osage Beach, MO 65065

Phone # 573-348-1599 Fax # _____

Contact Name: Heather Brown

Phone # (cell) 573-280-9349 (Other) _____

Is the organization a not-for-profit? ☐ YES ☒ NO

If yes, is it a registered 501(c)3 or other designation? ☐ YES ☐ NO (If yes, attach IRS classification)

If yes, is the organization a local not-for-profit or national not-for-profit organization? _____

Your organization's activities focus on: (check all that apply)

- ☐ Families and Youth
- ☐ Health & Human Services
- ☐ Education, Job Development, Housing or other similar community focus
- ☒ Tourism
- ☐ Arts & Cultural Activities
- ☐ Environmental & Preservation
- ☐ Other: _____

Event Information:

Event Name: Lake of the Ozarks Bikefest

Event Dates: September 11-15, 2024

Event Location: Lake-wide

Description of event: See attached

How will the proceeds of this event be used? marketing & promotion

How will the City be recognized through this event? See attached

Is the event open to the public? ☒ YES ☐ NO If no, explain: _____

Is there an entry fee or requirement to purchase a ticket, etc.? ☐ YES ☒ NO

If yes, explain: _____

Total budget for the event: See attached

(Attach details of your budget-include all sources of funding and expenses.)

In the case of a budget shortfall, how will the loss be covered? We will only spend the amt raised

How many years has this event been held? 18 years

Estimated attendance this year? 100,000 Last year's attendance, if applicable? these are estimates

Applicant:

Application Completed By: Heather Brown

Contact Phone/Cell: 573-348-1599

Heather Brown Heather Brown 2/29/24
Signature Print Name Title Date
CVB Exec Director

Send Completed Application and Attachments To:

Email: jwoods@osagebeach.org

Mail: City of Osage Beach

Jeana Woods, City Administrator

1000 City Parkway

Osage Beach, MO 65065

Internal Use

Date Application Received: 2/29/2024 By: Jeana Woods

Date Board Approved/Declined: _____ Amount Approved: _____

Other Information: _____

Thursday, February 29, 2024



The Lake of the Ozarks Bikefest committee would like to thank the City of Osage Beach for the \$3,000 sponsorship for the 2023 Lake of the Ozarks Bikefest and the committee would like to ask the City of Osage Beach to consider a funding request in the amount of \$3,000 for the 2024 Lake of the Ozarks Bikefest. The 2023 event was a large success.

The 2024 Lake of the Ozarks Bikefest Sponsorship would include.

- 1) **950 pixels X 950 pixels www.LakeBikeFest.com Banner Ad**
- 2) **Listing on Sponsor Page on www.LakeBikeFest.com with link to your website**
- 3) **Logo in Bikefest Section of the *Official Bikefest Program Guides***
- 4) **Logo on 1,500 Official Bikefest Passports**
- 5) **Logo on 1,500 Official Bikefest Passport Maps**
- 6) **Logo on Official Bikefest Video**
- 7) **One post on the Bikefest Facebook page and other social media**

The City of Osage Beach is very instrumental in our efforts and the Lake of the Ozarks Bikefest committee is committed to assist in growing economic growth in the three counties at Lake of the Ozarks. There are also numerous lodging facilities that benefit greatly from the Lake of the Ozarks Bikefest in Osage Beach.

The Lake of the Ozarks Bikefest committee is very thankful for what the City of Osage Beach has done to assist in growing the Lake of the Ozarks Bikefest and we look forward to a continued relationship.

Here are a few advertisements we are running in 2024:

Second Home Living
Lake of the Ozarks Restaurant Guide
Lake of the Ozarks Vacation & Services Guide
Lake of the Ozarks Get Down Guide
Funlake.com Banner Ad
MSW Interactive Designs Social Media Campaign
LO Profile Magazine
CycleFish.com Banner Ad
Mid Am Freedom Rally Guide
Bikefest 2'x3' Event Banner
Bikefest E-Mail Marketing
Bikefest TXT Messaging
Bikefest Geofencing – (12 Major Biker Events throughout the Midwest)
Bikefest Geotargeting - (Harley-Davidson Shops throughout the Midwest)

Our goal is to grow our budget so we can grow our advertising even more outside of Missouri. The above print advertisements are Regional, and our Digital Campaigns are outside of Missouri. Our goal is to create a larger budget to expand our marketing efforts digitally on a National Level.

Thank you again for your support and please feel free to reach out to me if you have any questions.

Respectfully,

Heather Brown
Bikefest Committee Chair
P.O. Box 1498
Osage Beach, MO 65065
573-348 - 1599 - office
Heather@funlake.com

2024 BIKE FEST		
		BUDGET
Beginning Balance		\$ 33,897.38
Income		
Sponsor - Lodging Business Districts		\$ 10,000.00
Co-Title Sponsor - Aaron Saches		\$ 10,000.00
Co-Title Sponsor - Leatherman		\$ 2,000.00
Co-Title Sponsor - Osage Beach		\$ 3,000.00
Co Title Sponsor-Jack Daniels		\$ 5,000.00
Co Title Sponsor-Budweiser		\$ 5,000.00
Vendor Villages		\$ 2,000.00
Major Sponsor \$500 X 7		\$ 3,500.00
Passport Stop Part \$700 X20		\$ 14,000.00
Featured Lodging		\$ 2,900.00
Passport Sales		\$ 25,765.00
Lodging Listings		\$ 400.00
T-Shirt Sales (Vendor Donation)		\$ -
Website Sales-Papa Chubby's		\$ 600.00
Patch Sales		\$ 1,630.00
Co-Title Sponsor - Surdyke		\$ 10,000.00
		\$ 129,692.38
Expenses		
Secretary of State-Annual Fees		\$ 25.00
Board Insurance		\$ 744.00
CycleFish.com Banner-2 months		\$ 1,425.00
Hot Summer Nights - F/P Ad		\$ 425.00
Evers & Co-Taxes		\$ 1,000.00
Mid Am Freedom Rally- 1 pg. Ad		\$ 360.00
McDaniels-Geo Marketing		\$ 13,000.00
MSW-Social Media/Retargeting		\$ 11,200.00
Event Photos		\$ 150.00
(20) Passport Signs 18" x 24"		\$ 470.00
Bryan Cave-Non Profit App		\$ 3,200.00
Get Down Guide - Full Page Ad		\$ 500.00
CMA Commisson		\$ 4,000.00
Schmidt & Associates Sponsor Commis		\$ 15,000.00
2022 Vacation Guide-LOCVB		COMP
LOCVB-Misc		\$ 20.00
Advertising Commission-S&A		\$ 4,800.00
Event Banners-Welcome Bikers		\$ 350.00
1,500 Passports & 1,800 Maps		\$ 1,800.00
Passport 2' x 3' Banners		\$ 1,500.00
Event Postcards		\$ 300.00
AlphaGraphics-Thank Yous		\$ 200.00
Event Support		\$ 10,000.00
CMA \$5 x 705 + \$1 x1111 =		\$ 4,636.00
Surdyke Bike		\$ 10,000.00
HD Motorcycle		\$ 15,000.00
Total		\$ 100,105.00
Balance		\$ 29,587.38

City of Osage Beach

Agenda Item Summary

Date of Meeting: March 21, 2024
Originator: Zak Wilber, Public Works Operations Manager
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:

Motion to approve the purchase of three control panels from Municipal Equipment for an amount not to exceed \$196,146.40 + shipping.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$25,001 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 35-00-773114 Lift Station Improvements

FY2024 Budgeted Amount: \$2,112,620

FY2024 Expenditures to Date (03/11/24): (\$ 122,697)

FY2024 Available: \$1,989,923

FY2024 Requested Amount: \$196,146.40 +
Shipping

Department Comments and Recommendation:

The City is purchasing these three panels from a sole source distributor. We purchase the vast majority of our panels from Municipal Equipment and feel comfortable with this vendor. The three panels are part of the rehab process for lift station 24-1, 62-3, and Rockway. Stations 24-1 and 62-3 panels are budgeted under 3-Phase Panel Improvements (10) within Lift Station Improvements. The Rockway panel is budgeted under Lift Station Control Panel Replacement - Rockway within Lift Station Improvements. The three panels will cost the City 196,146.40 + shipping. I recommend approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

QUOTE

Mr. Nathan Earp
City of Osage Beach, MO

August 1, 2023

RE: 62-3 Lazy Daze Control Panel Replacement

Dear Nathan

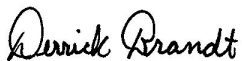
Following are prices for the requested equipment for the referenced project:

One (1) Duplex 25 horsepower, 460 volt 3 phase control panel with solid state motor starters with bypass contactors, transducer control with back up float system, Shark unit power monitor and in stainless steel enclosure PER THE ATTACHED ECC SCOPE

PRICE.....\$49,626.60

I look forward to hearing from you. Please let me know if there are any questions or comments concerning this item.

Sincerely,



Derrick Brandt

General Notes and Comments:

- The prices shown above include associated freight costs
- The prices are firm for 60 days from the date of the proposal
- Delivery is 10-12 weeks from submittal approval and notice to proceed
- Submittals will be provided 4-6 weeks after receipt of order
- Payment terms for this order would be: **NET 30 Days**
- Visa and MasterCard are accepted with a 4.5% processing fee
- The prices shown above DO NOT include installation
- The prices shown above include start up service
- The prices shown above do not include applicable taxes.
- Municipal Equipment Company **shall not, in any event, be liable** for indirect, special, consequential, or liquidated damages or penalties of any kind for any reason.
- Note that the pricing validity is for 30 days. Freight costs, material costs, and **delivery time frames are extremely volatile** at this time.

-The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. As with previous legislation, we are awaiting any additional guidance for the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. We cannot make any guarantee that this scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted should not be construed as meeting such Buy America requirements - unless explicitly stated otherwise.

If you would like to place an order for this equipment, please sign below and return to our office.

Accepted by

Company

Date



13633 Lakefront Drive
Earth City, MO U.S.A. 63045

Tel: (314) 645-2300
Fax: (314) 645-5309

July 31, 2023

Municipal Equipment Company, Inc.
13625 Lakefront Drive
Earth City, MO 63045

Attn: Mr. Derrick Brandt

Project Name: Lazy Daze and Osage Road Lift Stations
Osage Beach, MO

Re: Pump Control Panels

ECC Quote #: 230731FVC01

Dear Mr. Brandt,

Per your request, Electric Controls Company, Inc. is pleased to provide the following scope of work for your consideration:

1 Equipment/Services Provided by Electric Controls Company

(3) Control Panel

Incoming Power: 480 VAC, 3-Phase, 3 wire, (Panel rated for max 5 KA SCCR)

Panel to Control:

- A) (2) Wastewater pumps, 480 VAC, 3-Phase motors via solid state starters/with backup FVNR across-the-line contactor
- B) (1) Mixer air pump/compressor, fractional HP, < 10 FLA, 120 VAC, 1-Phase motor, via FVNR across-the-line contactor

Enclosure: NEMA 4X wall-mount enclosure

- Constructed of 304 stainless steel (brushed #4 finish)
- With painted steel subpanel
- With painted steel inner door
- Approximate dimensions: 60" H x 36 W x 16" D

Includes:

- A) Control panel to be manufactured consistent with lift station CL-01, attached drawing ECC #400107
- B) Main incoming power distribution block
- C) SPD (Surge Protection Device)
- D) Phase monitor with primary 1 amp fuse protection
- E) Power monitor (Shark 50) with display mounted through inner door (Voltage display provided only. Current display can be added at additional cost).
- F) Circuit breaker short circuit protection for each pump
- G) 5 KVA transformer and 120 vac circuit breakers to accommodate control panel loads
- H) Interior service light, GFI duplex receptacle, and condensation heater

**Challenged to Excel
Recognized for Achievement**

- I) 120 vac power filter
- J) Process display/controller for wetwell level primary process control
- K) Intrinsically safe barrier(s) for level sensor connection (to accommodate 4 float connections and 1 submersible transmitter connections)
- L) Process Control Mode selector switch (Float/Process Controller/Reset) and pilot lights, with auto failover to float mode
- M) HOA switches, elapsed time meters, pump run/starter fault/seal fault/thermal fault/high level pilot lights mounted through inner door
- N) Control circuit for air power mixer consisting of 120 vac/15 amp circuit breaker, 24 hr. timeclock, contactor and external GFI receptacle with in-use cover.
- O) External alarm light
- P) Dry contacts provided (for remote monitoring by others): phase fault, SPD fault, high level (process controller), high level (float), pump run indication, starter fault/overload trip, thermal fault, seal fault
- Q) ECC installation of ABS/Sulzer pump protection unit/display (thermal/leakage/bearing/vibration) in panel (equipment provided by Municipal Equipment Company)
- R) ECC to provide and install battery bracket and provide installation of telemetry unit (High Tide) in control panel, wired to monitored monitored/status points (High Tide unit, battery, and power/communications peripherals provided by Municipal Equipment Company)
- S) Engineering Services: Panel design, functional testing at ECC

Designation:

- A) Lazy Daze Lift Station #62-2 (28 HP, 35 FLA/40.25 SFA @ 1.15 Service Factor)
- B) Lazy Daze Lift Station #62-3 (25 HP, 28 FLA/32.2 SFA @ 1.15 Service Factor)
- C) Osage Road Lift Station #24-1 (20 HP, 25 FLA (28.75 SFA @ 1.15 Service Factor)

Notes:

- A) Price does not include installation. Control panel section provided for installation/wiring on project site by others.
- B) Price does not include ABS/Sulzer specialized pump protection unit/display (thermal/leakage/bearing/vibration) or ancillary equipment (such as current/voltage sensors/CT's/PT's/communication cables, intrinsically safe barriers for seal/thermal/bearing sensors), or equipment configuration/programming/set-up/start-up. Pump protection units/equipment to be provided by Municipal Equipment for ECC to install in control panel. Other ancillary equipment described above to be provided by Municipal Equipment for others to install in or external to ECC control panel.
- C) Price does not include mix/flush equipment (valve, mixer, compressor, etc.). This equipment to be provided by others, and be located external to control panel.
- D) Price does not include High Tide telemetry unit or battery. All components and communications/power peripherals for this unit to be provided to ECC by Municipal Equipment Company for ECC installation in the control panel. All telemetry equipment configuration/programming/set-up/start-up to be provided by Municipal Equipment Company.

- (3) Submersible Level Transmitter
Manufacturer: Keller

Includes:

A) Transmitter w/ 60' cable

Designation:

A) Wetwell Level (1 per each station)

Notes:

- A) Price does not include equipment installation or conduit, wire, pipe tap, corp stop, process connection. All equipment is provided for installation by others, unless otherwise indicated in this section.
- B) Price does not include junction box, mounting strut, water tight cord connector(s), equipment to hang/secure transducer (such as ceramic/metal rod, stainless steel bracket/hook assembly, stainless steel cable/clamps/strain relief devices/mounting hardware), seal fittings, conduit, wire.
- C) Where required, additional cable on level transducer may be ordered at an additional charge of \$2.00 per foot. Transducer cable to be terminated at control panel or junction box.
- D) Price does not include additional twisted/shielded cable between junction box and control panel.
- E) Price does not include stilling well (~ 4" - 6" diameter PVC pipe w/ 1" holes drilled every 12", set ~6" off bottom of wetwell, if req'd).

2 Schedule:

- 1. Submittals could be provided within 4 - 6 weeks after receipt of purchase order by ECC.
- 2. Estimated equipment delivery 8 – 10 weeks after receipt of approved submittal by ECC. These terms subject to change based on market volatility and delivery of parts by ECC suppliers.
- 3. Please contact estimator BEFORE or AT TIME OF QUOTE if other arrangements are required.

3 Terms/Notes/Exclusions:

- 1. System Warranty
 - A. System warranty against defects in material and workmanship is the earlier of 18 months after the date of shipment or 1 year after the date of installation.
 - B. Warranty excludes surge/transient damage.
 - C. Warranty includes parts only for ECC-provided equipment included in this scope of work.
 - D. ECC is not liable for loss, damage, or expense directly or indirectly from the use of its products or services, or from any other cause.
- 2. Price does not include any applicable taxes or fees. Tax exempt certificate must accompany purchase order, or sales tax will be charged.
- 3. Price valid for 60 days.
- 4. Payment Terms
 - A. Net 30 days with 1 ½% per month add.
 - B. 100% of each invoice is due within 30 days of invoice date.
 - C. Retainage of any invoiced amount is unacceptable unless specifically agreed to in writing by ECC at the time of order, and shall in no case exceed a period of 90 days.
 - D. If payments are not timely received by ECC, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.
 - E. Payment as the project progresses is expected.
 - F. Back charges are not accepted by ECC unless prior written authorization is obtained from ECC.

5. Prices quoted are for ECC to be a supplier, not a subcontractor or general contractor. Additional fees may be charged if ECC is required to be a subcontractor or general contractor; or if ECC is required to provide insurance beyond ECC standard for this project.
6. Price does not include bonding.
7. Freight
 - A. **Price does not include freight.** If shipped by ECC, freight is FOB Factory, pre-paid and added to invoice. Equipment may also be picked up or shipped by customer.
 - B. Price does not include equipment unloading/setting/proper storage.
8. Price does not include specialized pump motor stator over temperature relay/seal leakage-monitoring device for protection of each submersible pump motor. If specialized relays/sensors are required by the pump manufacturer, the units shall be as specified and provided by the pump manufacturer, to assure that the pump and motor warranty is not compromised. Wiring diagrams for the units shall be provided by the pump supplier to the systems integrator (ECC) for submittal purposes. The units shall be provided by the contractor/pump supplier to the systems integrator prior to panel construction, who shall install the units in the control panel. The contractor/pump supplier shall provide start-up/documentation/training services as required for this equipment.
9. Price only includes items described in above scope of work. Items not specifically described in above scope, but which may be required, are assumed to be provided by others, and may result in additional cost to this contract if ECC is to provide. **Price does not include the following, unless specifically mentioned in the scope:**
 - A. Spare parts
 - B. Equipment/mounting brackets/hardware/services/installation.
 - C. Performance/Payment bond.
 - D. Process instrumentation (air, water, etc.) tubing, connections, or pipe taps external to control panel, heat tape or above-grade freeze protection.
 - E. Level/Pressure/Flow/Temperature/Chemical sensors/gauges/switches.
 - F. Cord connectors/support brackets/hooks/strain relief devices/mounting hardware, seal fittings for any equipment, not limited to pump cord/floats/level sensors.
 - G. Telephone line/internet service connection or coordination.
 - H. Any utility charges, inspection fees, or permits.
 - I. Conduit/wire runs.
 - J. Termination of wiring.
 - K. Incoming utility service transformer, electric service meter/disconnect/CT-PT cabinet/generator/transfer switch/junction boxes, and associated conduit/strut/wiring/installation, etc.
 - L. Pumps/motors/junction boxes/mechanical piping/valves/actuators/solenoids or installation thereof.
 - M. Hoisting for pumps/mechanical piping/equipment unloading/setting.
 - N. Demolition/removal of existing equipment.
 - O. Equipment racks or concrete pole bases.
 - P. Excavation/boring/trenching/backfill, asphalt/concrete/rebar/housekeeping pad work, core drilling/cutting/grouting/firestopping of holes in vaults/wetwells/concrete/masonry structures for conduit/piping or other equipment, welding.
 - Q. Electrical service/temporary electric service.
 - R. Locks of any type.
 - S. Back-up/bypass pumping/operation of station(s) (such as during installation/start-up).
 - T. Painting or coatings of any kind.
 - U. Chemicals of any type.
 - V. Drawings of any kind (conduit/wire layout, loop drawings, etc.), other than control panel drawings for equipment provided above.
 - W. Nameplates/labelling for equipment provided by others.
 - X. Studies/reports of any kind (coordination/short circuit/protection device/arc flash/harmonic analysis, other than those specifically detailed above.

- Y. Video documentation, testing, training, reports.
 Z. Any required anchorage/seismic design/calculations/structural engineer seal. (ECC will provide electrical gear manufacturer's standard anchoring/installation instructional data sheets.)
10. **Price does not include start-up/on-site services.** This service, if required, is at additional cost to the above scope of work per ECC's Service Contract schedule of prices – please contact ECC to discuss.
11. Cancellation of purchase order after submittals have been prepared will result in cancellation fee of 25% of order.

Sincerely

Franklin V. Chott
 Electric Controls Company, Inc.

4 **Pricing:**

Qty	Description	Price
1	Lazy Daze LS #62-3 Pump Control Panel and level transmitter	\$
1	Osage Road LS #24-1 Pump Control Panel and level transmitter	\$
		\$

Market Volatility Note: Due to the volatility of the commodities market, we reserve the right to adjust our pricing up or down and delivery times longer or shorter, based on the current market conditions that would affect this project, such as steel, conduit (PVC/steel/aluminum) and wire (copper/aluminum), as well as delivery times from our suppliers.

5 **Purchasing:**

To purchase the above scope of work:

1. Please enter information below OR send purchase order w/ same information, and return to ECC.
2. Include copy of State Tax Exempt certificate with returned documents.
3. **Submittal Documentation:** ECC will provide submittal documentation (control panel drawing and bill of materials) for customer approval prior to ordering equipment. Please indicate if catalog cut sheets are required as part of the submittal documentation. **If no selection is indicated, submittal documentation will not include catalog cut sheets.**
 - ☐ Yes: Catalog cut sheets for all items except control components are required as part of submittal documentation.
 - ☐ Yes: Catalog cut sheets for control components are required as part of submittal documentation.
 - ☐ No – catalog cut sheets are not required as part of submittal documentation.

Total Price Accepted If Different From Above
 (Indicate options above and total at right) \$**.00**

Accepted By: _____

Purchase Order #: _____

(Printed Name of Purchaser)

Signature: _____
(Signature of Purchaser)

Date: ____/____/____

Position: _____
(Position of Purchaser)

Entity: _____
(Company/Municipality/District)

Phone: (____) ____ - _____

E-mail: _____

Date of Month Payment Requests Need to be Turned in By: _____

Tax Exempt #: MO _____

Tentative Contract End Date: ____/____/____

QUOTE

Mr. Nathan Earp
City of Osage Beach, MO

August 1, 2023

RE: 24-1 Osage Road Control Panel Replacement

Dear Nathan

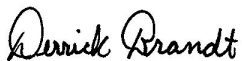
Following are prices for the requested equipment for the referenced project:

One (1) Duplex 20 horsepower, 460 volt 3 phase control panel with solid state motor starters with bypass contactors, transducer control with back up float system, Shark unit power monitor and in stainless steel enclosure PER THE ATTACHED ECC SCOPE

PRICE.....\$49,626.60

I look forward to hearing from you. Please let me know if there are any questions or comments concerning this item.

Sincerely,



Derrick Brandt

General Notes and Comments:

- The prices shown above include associated freight costs
- The prices are firm for 60 days from the date of the proposal
- Delivery is 10-12 weeks from submittal approval and notice to proceed
- Submittals will be provided 4-6 weeks after receipt of order
- Payment terms for this order would be: **NET 30 Days**
- Visa and MasterCard are accepted with a 4.5% processing fee
- The prices shown above DO NOT include installation
- The prices shown above include start up service
- The prices shown above do not include applicable taxes.
- Municipal Equipment Company **shall not, in any event, be liable** for indirect, special, consequential, or liquidated damages or penalties of any kind for any reason.
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-The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. As with previous legislation, we are awaiting any additional guidance for the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. We cannot make any guarantee that this scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted should not be construed as meeting such Buy America requirements - unless explicitly stated otherwise.

If you would like to place an order for this equipment, please sign below and return to our office.

Accepted by

Company

Date



13633 Lakefront Drive
Earth City, MO U.S.A. 63045

Tel: (314) 645-2300
Fax: (314) 645-5309

July 31, 2023

Municipal Equipment Company, Inc.
13625 Lakefront Drive
Earth City, MO 63045

Attn: Mr. Derrick Brandt

Project Name: Lazy Daze and Osage Road Lift Stations
Osage Beach, MO

Re: Pump Control Panels

ECC Quote #: 230731FVC01

Dear Mr. Brandt,

Per your request, Electric Controls Company, Inc. is pleased to provide the following scope of work for your consideration:

1 Equipment/Services Provided by Electric Controls Company

(3) Control Panel

Incoming Power: 480 VAC, 3-Phase, 3 wire, (Panel rated for max 5 KA SCCR)

Panel to Control:

- A) (2) Wastewater pumps, 480 VAC, 3-Phase motors via solid state starters/with backup FVNR across-the-line contactor
- B) (1) Mixer air pump/compressor, fractional HP, < 10 FLA, 120 VAC, 1-Phase motor, via FVNR across-the-line contactor

Enclosure: NEMA 4X wall-mount enclosure

- Constructed of 304 stainless steel (brushed #4 finish)
- With painted steel subpanel
- With painted steel inner door
- Approximate dimensions: 60" H x 36 W x 16" D

Includes:

- A) Control panel to be manufactured consistent with lift station CL-01, attached drawing ECC #400107
- B) Main incoming power distribution block
- C) SPD (Surge Protection Device)
- D) Phase monitor with primary 1 amp fuse protection
- E) Power monitor (Shark 50) with display mounted through inner door (Voltage display provided only. Current display can be added at additional cost).
- F) Circuit breaker short circuit protection for each pump
- G) 5 KVA transformer and 120 vac circuit breakers to accommodate control panel loads
- H) Interior service light, GFI duplex receptacle, and condensation heater

**Challenged to Excel
Recognized for Achievement**

- I) 120 vac power filter
- J) Process display/controller for wetwell level primary process control
- K) Intrinsically safe barrier(s) for level sensor connection (to accommodate 4 float connections and 1 submersible transmitter connections)
- L) Process Control Mode selector switch (Float/Process Controller/Reset) and pilot lights, with auto failover to float mode
- M) HOA switches, elapsed time meters, pump run/starter fault/seal fault/thermal fault/high level pilot lights mounted through inner door
- N) Control circuit for air power mixer consisting of 120 vac/15 amp circuit breaker, 24 hr. timeclock, contactor and external GFI receptacle with in-use cover.
- O) External alarm light
- P) Dry contacts provided (for remote monitoring by others): phase fault, SPD fault, high level (process controller), high level (float), pump run indication, starter fault/overload trip, thermal fault, seal fault
- Q) ECC installation of ABS/Sulzer pump protection unit/display (thermal/leakage/bearing/vibration) in panel (equipment provided by Municipal Equipment Company)
- R) ECC to provide and install battery bracket and provide installation of telemetry unit (High Tide) in control panel, wired to monitored monitored/status points (High Tide unit, battery, and power/communications peripherals provided by Municipal Equipment Company)
- S) Engineering Services: Panel design, functional testing at ECC

Designation:

- A) Lazy Daze Lift Station #62-2 (28 HP, 35 FLA/40.25 SFA @ 1.15 Service Factor)
- B) Lazy Daze Lift Station #62-3 (25 HP, 28 FLA/32.2 SFA @ 1.15 Service Factor)
- C) Osage Road Lift Station #24-1 (20 HP, 25 FLA (28.75 SFA @ 1.15 Service Factor)

Notes:

- A) Price does not include installation. Control panel section provided for installation/wiring on project site by others.
- B) Price does not include ABS/Sulzer specialized pump protection unit/display (thermal/leakage/bearing/vibration) or ancillary equipment (such as current/voltage sensors/CT's/PT's/communication cables, intrinsically safe barriers for seal/thermal/bearing sensors), or equipment configuration/programming/set-up/start-up. Pump protection units/equipment to be provided by Municipal Equipment for ECC to install in control panel. Other ancillary equipment described above to be provided by Municipal Equipment for others to install in or external to ECC control panel.
- C) Price does not include mix/flush equipment (valve, mixer, compressor, etc.). This equipment to be provided by others, and be located external to control panel.
- D) Price does not include High Tide telemetry unit or battery. All components and communications/power peripherals for this unit to be provided to ECC by Municipal Equipment Company for ECC installation in the control panel. All telemetry equipment configuration/programming/set-up/start-up to be provided by Municipal Equipment Company.

- (3) Submersible Level Transmitter
Manufacturer: Keller

Includes:

A) Transmitter w/ 60' cable

Designation:

A) Wetwell Level (1 per each station)

Notes:

- A) Price does not include equipment installation or conduit, wire, pipe tap, corp stop, process connection. All equipment is provided for installation by others, unless otherwise indicated in this section.
- B) Price does not include junction box, mounting strut, water tight cord connector(s), equipment to hang/secure transducer (such as ceramic/metal rod, stainless steel bracket/hook assembly, stainless steel cable/clamps/strain relief devices/mounting hardware), seal fittings, conduit, wire.
- C) Where required, additional cable on level transducer may be ordered at an additional charge of \$2.00 per foot. Transducer cable to be terminated at control panel or junction box.
- D) Price does not include additional twisted/shielded cable between junction box and control panel.
- E) Price does not include stilling well (~ 4" - 6" diameter PVC pipe w/ 1" holes drilled every 12", set ~6" off bottom of wetwell, if req'd).

2 Schedule:

- 1. Submittals could be provided within 4 - 6 weeks after receipt of purchase order by ECC.
- 2. Estimated equipment delivery 8 – 10 weeks after receipt of approved submittal by ECC. These terms subject to change based on market volatility and delivery of parts by ECC suppliers.
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3 Terms/Notes/Exclusions:

- 1. System Warranty
 - A. System warranty against defects in material and workmanship is the earlier of 18 months after the date of shipment or 1 year after the date of installation.
 - B. Warranty excludes surge/transient damage.
 - C. Warranty includes parts only for ECC-provided equipment included in this scope of work.
 - D. ECC is not liable for loss, damage, or expense directly or indirectly from the use of its products or services, or from any other cause.
- 2. Price does not include any applicable taxes or fees. Tax exempt certificate must accompany purchase order, or sales tax will be charged.
- 3. Price valid for 60 days.
- 4. Payment Terms
 - A. Net 30 days with 1 ½% per month add.
 - B. 100% of each invoice is due within 30 days of invoice date.
 - C. Retainage of any invoiced amount is unacceptable unless specifically agreed to in writing by ECC at the time of order, and shall in no case exceed a period of 90 days.
 - D. If payments are not timely received by ECC, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.
 - E. Payment as the project progresses is expected.
 - F. Back charges are not accepted by ECC unless prior written authorization is obtained from ECC.

5. Prices quoted are for ECC to be a supplier, not a subcontractor or general contractor. Additional fees may be charged if ECC is required to be a subcontractor or general contractor; or if ECC is required to provide insurance beyond ECC standard for this project.
6. Price does not include bonding.
7. Freight
 - A. **Price does not include freight.** If shipped by ECC, freight is FOB Factory, pre-paid and added to invoice. Equipment may also be picked up or shipped by customer.
 - B. Price does not include equipment unloading/setting/proper storage.
8. Price does not include specialized pump motor stator over temperature relay/seal leakage-monitoring device for protection of each submersible pump motor. If specialized relays/sensors are required by the pump manufacturer, the units shall be as specified and provided by the pump manufacturer, to assure that the pump and motor warranty is not compromised. Wiring diagrams for the units shall be provided by the pump supplier to the systems integrator (ECC) for submittal purposes. The units shall be provided by the contractor/pump supplier to the systems integrator prior to panel construction, who shall install the units in the control panel. The contractor/pump supplier shall provide start-up/documentation/training services as required for this equipment.
9. Price only includes items described in above scope of work. Items not specifically described in above scope, but which may be required, are assumed to be provided by others, and may result in additional cost to this contract if ECC is to provide. **Price does not include the following, unless specifically mentioned in the scope:**
 - A. Spare parts
 - B. Equipment/mounting brackets/hardware/services/installation.
 - C. Performance/Payment bond.
 - D. Process instrumentation (air, water, etc.) tubing, connections, or pipe taps external to control panel, heat tape or above-grade freeze protection.
 - E. Level/Pressure/Flow/Temperature/Chemical sensors/gauges/switches.
 - F. Cord connectors/support brackets/hooks/strain relief devices/mounting hardware, seal fittings for any equipment, not limited to pump cord/floats/level sensors.
 - G. Telephone line/internet service connection or coordination.
 - H. Any utility charges, inspection fees, or permits.
 - I. Conduit/wire runs.
 - J. Termination of wiring.
 - K. Incoming utility service transformer, electric service meter/disconnect/CT-PT cabinet/generator/transfer switch/junction boxes, and associated conduit/strut/wiring/installation, etc.
 - L. Pumps/motors/junction boxes/mechanical piping/valves/actuators/solenoids or installation thereof.
 - M. Hoisting for pumps/mechanical piping/equipment unloading/setting.
 - N. Demolition/removal of existing equipment.
 - O. Equipment racks or concrete pole bases.
 - P. Excavation/boring/trenching/backfill, asphalt/concrete/rebar/housekeeping pad work, core drilling/cutting/grouting/firestopping of holes in vaults/wetwells/concrete/masonry structures for conduit/piping or other equipment, welding.
 - Q. Electrical service/temporary electric service.
 - R. Locks of any type.
 - S. Back-up/bypass pumping/operation of station(s) (such as during installation/start-up).
 - T. Painting or coatings of any kind.
 - U. Chemicals of any type.
 - V. Drawings of any kind (conduit/wire layout, loop drawings, etc.), other than control panel drawings for equipment provided above.
 - W. Nameplates/labelling for equipment provided by others.
 - X. Studies/reports of any kind (coordination/short circuit/protection device/arc flash/harmonic analysis, other than those specifically detailed above).

- Y. Video documentation, testing, training, reports.
 Z. Any required anchorage/seismic design/calculations/structural engineer seal. (ECC will provide electrical gear manufacturer's standard anchoring/installation instructional data sheets.)
10. **Price does not include start-up/on-site services.** This service, if required, is at additional cost to the above scope of work per ECC's Service Contract schedule of prices – please contact ECC to discuss.
11. Cancellation of purchase order after submittals have been prepared will result in cancellation fee of 25% of order.

Sincerely

Franklin V. Chott
 Electric Controls Company, Inc.

4 **Pricing:**

Qty	Description	Price
1	Lazy Daze LS #62-3 Pump Control Panel and level transmitter	\$
1	Osage Road LS #24-1 Pump Control Panel and level transmitter	\$
		\$

Market Volatility Note: Due to the volatility of the commodities market, we reserve the right to adjust our pricing up or down and delivery times longer or shorter, based on the current market conditions that would affect this project, such as steel, conduit (PVC/steel/aluminum) and wire (copper/aluminum), as well as delivery times from our suppliers.

5 **Purchasing:**

To purchase the above scope of work:

1. Please enter information below OR send purchase order w/ same information, and return to ECC.
2. Include copy of State Tax Exempt certificate with returned documents.
3. **Submittal Documentation:** ECC will provide submittal documentation (control panel drawing and bill of materials) for customer approval prior to ordering equipment. Please indicate if catalog cut sheets are required as part of the submittal documentation. **If no selection is indicated, submittal documentation will not include catalog cut sheets.**
 - ☐ Yes: Catalog cut sheets for all items except control components are required as part of submittal documentation.
 - ☐ Yes: Catalog cut sheets for control components are required as part of submittal documentation.
 - ☐ No – catalog cut sheets are not required as part of submittal documentation.

Total Price Accepted If Different From Above
 (Indicate options above and total at right) \$**.00**

Accepted By: _____

Purchase Order #: _____

(Printed Name of Purchaser)

Signature: _____
(Signature of Purchaser)

Date: ____/____/____

Position: _____
(Position of Purchaser)

Entity: _____
(Company/Municipality/District)

Phone: (____) ____ - _____

E-mail: _____

Date of Month Payment Requests Need to be Turned in By: _____

Tax Exempt #: MO _____

Tentative Contract End Date: ____/____/____

QUOTE

Mr. Nathan Earp
City of Osage Beach, MO

DATE: January 17, 2024

RE: Rockway Control Panel

Dear Nathan,

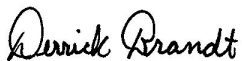
Following are prices for the requested equipment for the referenced project:

One (1) Triplex 70 horsepower, 460 volt 3 phase control panel with solid state motor starters with bypass contactors, transducer control with back up float system, Shark unit power monitor and in stainless steel enclosure PER THE ATTACHED ECC SCOPE

PRICE.....\$96,893.20

I look forward to hearing from you. Please let me know if there are any questions or comments concerning this item.

Sincerely,



Derrick Brandt

General Notes and Comments:

- The prices shown above include associated freight costs
- The prices are firm for 30 days from the date of the proposal
- Delivery is 8-10 weeks from submittal approval and notice to proceed
- Submittals will be provided 4-6 weeks after receipt of order
- Payment terms for this order would be: **NET 30 Days**
- Visa and MasterCard are accepted with a 4.5% processing fee
- The prices shown above DO NOT include installation
- The prices shown above include start up service
- The prices shown above do not include applicable taxes.
- Municipal Equipment Company **shall not, in any event, be liable** for indirect, special, consequential, or liquidated damages or penalties of any kind for any reason.
- Note that the pricing validity is for 30 days. Freight costs, material costs, and **delivery time frames are extremely volatile** at this time.

-The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. As with previous legislation, we are awaiting any additional guidance for the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. We cannot make any guarantee that this scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted should not be construed as meeting such Buy America requirements - unless explicitly stated otherwise.

If you would like to place an order for this equipment, please sign below and return to our office.

Accepted by

Company

Date



13633 Lakefront Drive
Earth City, MO U.S.A. 63045

Tel: (314) 645-2300
Fax: (314) 645-5309

September 27, 2023

Municipal Equipment Company, Inc.
13625 Lakefront Drive
Earth City, MO 63045

Attn: Mr. Derrick Brandt

Project Name: Rockway Lift Station
Osage Beach, MO

Re: MCC Replacement

ECC Quote #: 231027FVC01

Dear Mr. Brandt,

Per your request, Electric Controls Company, Inc. is pleased to provide the following scope of work for your consideration.

1 Current System

ECC provided the existing motor control center (MCC) and control system in 2001/2002. The current MCC consists of a main incoming power section with 400 amp automatic transfer switch (ATS). The MCC also includes a surge protection device (SPD), three (3) 105 amp-rated solid state motor starters powering the existing pumps, a 10 KVA transformer, 100 amp/18 ckt. loadcenter, and an integral pump control panel.

The existing telemetry unit is in a separate panel wired to the existing equipment. The existing telemetry equipment at this site communicates information (pump run indication) used at the Sands Lift Station.

2 Proposed System

The proposed system would consist of a new electrical rack with new utility disconnect(s), meterbase, and ATS (all to be provided and installed by others)

ECC would provide a new stainless steel pump control panel with motor starters and controls that would accommodate the same functionality as the existing controls, but would be of the same "flavor" as many recent pump control panels provided by ECC at other Osage Beach lift stations (similar to lift station CL-01).

The existing telemetry equipment at this site would remain in a separate enclosure, and would be reconnected to current inputs/outputs as it is currently. It is expected that this unit will not need to be reprogrammed.

3 Equipment/Services Provided by Electric Controls Company

**Challenged to Excel
Recognized for Achievement**

(1) Control Panel

Incoming Power: ~316 A, 480 VAC, 3-Phase, 3 wire, (Panel rated for max 5, KA SCCR)

Panel to Control:

- A) (3) Wastewater pumps 70 HP, 81 FLA (93 A @ 1.15 Service Factor), 480 VAC, 3-Phase motors via solid state starters, with separate FVNR across-the-line contactors

Enclosure:

- NEMA 3R/4X pad-mount (or on 12" legs)
- Constructed of 304 stainless steel (brushed #4 finish)
 - With painted steel subpanel(s)
 - With painted steel inner door (in control section only)
 - Approximate dimensions: 72" H x 72" W x 18" D

Includes:

- A) Control panel to be manufactured consistent with lift station CL-01, ECC drawing #400701
- B) Main incoming power distribution block
- C) SPD (Surge Protection Device)
- D) Phase monitor with primary 1 amp fuse protection
- E) Power monitor (Shark 50) with display mounted through inner door (Voltage display provided only. Current display can be added at additional cost).
- F) Circuit breaker short circuit protection for each pump
- G) Circuit breaker short circuit protection (30 amp 2-pole) for (1) odor control unit: ~5 HP, 30 FLA, 240 VAC, 1-Phase motor (no control by this panel)
- H) 120/240 vac circuit breakers to accommodate control panel loads, generator block heater/battery charger/site lighting circuits/various control panel interior loads (transformer is required for this – provided in separate section below provided loose for installation by others external to panel)
- I) Interior service light, GFI duplex receptacle, and condensation heater
- J) 120 vac power filter
- K) Process display/controller for wetwell level primary process control
- L) Intrinsically safe barrier(s) for level sensor connection (to accommodate 5 float connections and 1 submersible level transmitter connections)
- M) Process Control Mode selector switch (Float/Process Controller/Reset) and pilot lights, with auto failover to float mode
- N) HOA switches, elapsed time meters, pump run/starter fault/seal fault/thermal fault/high level pilot lights mounted through inner door
- O) External alarm light
- P) Dry contacts provided (for remote monitoring by others) wired to terminal blocks in panel: phase fault, SPD fault, high level (process controller), high level (float), pump run indication, starter fault/overload trip, thermal fault, seal fault
- Q) ECC installation of ABS/Sulzer pump protection unit/display (thermal/leakage/bearing/vibration) in panel (equipment provided by Municipal Equipment Company: (1) PC441 pump protection controller, (1) CA511 display, (3) CA441 seal monitor, (3) CA442 temperature monitor)
- R) ECC to provide and install battery bracket and provide installation of new telemetry unit (High Tide) in control panel, wired to monitored monitored/status points (High Tide unit, battery, and power/communications peripherals provided by Municipal Equipment Company)
- S) Engineering Services: Panel design, functional testing at ECC, startup, training, for equipment provided by ECC for this site

Designation:

- A) Rockway Pump Control Panel

Notes:

- A) Price does not include incoming cold sequence disconnect, utility meterbase, utility service disconnect, or automatic transfer switch.
- B) Price does not include installation. Control panel provided for installation/wiring on project site by others.
- C) Price does not include concrete housekeeping pad recommended for pad-mount enclosures. Existing pad is planned to be reused in place.
- D) Price does not include ABS/Sulzer specialized pump protection unit/display (thermal/leakage/bearing/vibration) or ancillary equipment (such as current/voltage sensors/CT's/PT's/communication cables, intrinsically safe barriers for seal/thermal/bearing sensors), or equipment configuration/programming/set-up/start-up. Pump protection units/equipment to be provided by Municipal Equipment for ECC to install in control panel. Other ancillary equipment described above to be provided by Municipal Equipment for others to install in OR external to ECC control panel.
- E) Price does not include High Tide telemetry unit or battery. All components and communications/power peripherals for this unit to be provided to ECC by Municipal Equipment Company for ECC installation in the control panel. All telemetry equipment configuration/programming/set-up/start-up to be provided by Municipal Equipment Company.

(1) Submersible Level Transmitter

Manufacturer: Keller

Includes:

- A) Transmitter w/ 60' cable

Designation:

- A) Wetwell Level

Notes:

- A) Price does not include equipment installation or conduit, wire, pipe tap, corp stop, process connection. All equipment is provided for installation by others, unless otherwise indicated in this section.
- B) Price does not include junction box, mounting strut, water tight cord connector(s), equipment to hang/secure transducer (such as ceramic/metal rod, stainless steel bracket/hook assembly, stainless steel cable/clamps/strain relief devices/mounting hardware), seal fittings, conduit, wire.
- C) Where required, additional cable on level transducer may be ordered at an additional charge of \$2.00 per foot. Transducer cable to be terminated at control panel or junction box.
- D) Price does not include additional twisted/shielded cable between junction box and control panel.
- E) Price does not include stilling well (~ 4" - 6" diameter PVC pipe w/ 1" holes drilled every 12", set ~6" off bottom of wetwell, if req'd).

(1) Transformer

Description: 15 - 25 KVA, 480:240/120 VAC, 1-Phase/3-Wire

Enclosure: NEMA 2 (Painted Steel), Floor-mount

Includes:

- A) Weather shield to provide NEMA 3R rating

Designation:

- A) Transformer

Notes:

- A) Does not include primary or secondary short circuit protection. This to be included by ECC in the pump control panel.

4 Equipment/Services Provided by Others

1. Review existing conduit holes in concrete pad under MCC, to confirm that new panel will fit in its place.
2. Remove existing electrical equipment (MCC/ATS/Control panel).
3. Provide bypass pumping during construction.
4. Provide and install incoming power equipment (utility disconnect(s), meterbase, automatic transfer switch) on new electrical rack, and associated conduit/wire between this equipment and pump control panel.
5. Install all equipment provided by ECC in this scope of work. Provide and install conduit/wire as required between pump control panel and all equipment (incoming power, pumps, instrumentation) connected to it.
6. Confirm operation of generator/ATS with pump control panel and pumps.
7. Provide/install conduit/wire between pump control panel and existing telemetry unit.

5 Schedule:

1. Submittals could be provided within 4 - 6 weeks after receipt of purchase order by ECC.
2. Estimated equipment delivery 8 – 10 weeks after receipt of approved submittal by ECC. These terms subject to change based on market volatility and delivery of parts by ECC suppliers.
3. Please contact estimator BEFORE or AT TIME OF QUOTE if other arrangements are required.

6 Terms/Notes/Exclusions:

1. System Warranty
 - A. System warranty against defects in material and workmanship is the earlier of 18 months after the date of shipment or 1 year after the date of installation.
 - B. Warranty excludes surge/transient damage.
 - C. Warranty includes parts only for ECC-provided equipment included in this scope of work, as all on-site work on this scope of work is to be performed on a Time & Material basis.
 - D. ECC is not liable for loss, damage, or expense directly or indirectly from the use of its products or services, or from any other cause.
2. Price does not include any applicable taxes or fees. Tax exempt certificate must accompany purchase order, or sales tax will be charged.
3. Price valid for 60 days.
4. Payment Terms
 - A. Net 30 days with 1 ½% per month add.
 - B. 100% of each invoice is due within 30 days of invoice date.
 - C. Retainage of any invoiced amount is unacceptable unless specifically agreed to in writing by ECC at the time of order, and shall in no case exceed a period of 90 days.
 - D. If payments are not timely received by ECC, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.
 - E. Payment as the project progresses is expected.
 - F. Back charges are not accepted by ECC unless prior written authorization is obtained from ECC.
5. Prices quoted are for ECC to be a supplier, not a subcontractor or general contractor. Additional fees may be charged if ECC is required to be a subcontractor or general contractor; or if ECC is required to provide insurance beyond ECC standard for this project.

6. Price does not include bonding.
7. Freight
 - A. Price includes standard freight to jobsite. Freight is pre-paid, FOB Factory.
 - B. If FOB First Destination is desired, include additional charge of 2% with purchase order to ECC.
 - C. Price does not include equipment unloading/setting/proper storage.
8. Price does not include specialized pump motor stator over temperature relay/seal leakage-monitoring device for protection of each submersible pump motor. If specialized relays/sensors are required by the pump manufacturer, the units shall be as specified and provided by the pump manufacturer, to assure that the pump and motor warranty is not compromised. Wiring diagrams for the units shall be provided by the pump supplier to the systems integrator (ECC) for submittal purposes. The units shall be provided by the contractor/pump supplier to the systems integrator prior to panel construction, who shall install the units in the control panel. The contractor/pump supplier shall provide start-up/documentation/training services as required for this equipment.
9. Price only includes items described in above scope of work. Items not specifically described in above scope, but which may be required, are assumed to be provided by others, and may result in additional cost to this contract if ECC is to provide. **Price does not include the following, unless specifically mentioned in the scope:**
 - A. Spare parts
 - B. Equipment/mounting brackets/hardware/services/installation.
 - C. Performance/Payment bond.
 - D. Process instrumentation (air, water, etc.) tubing, connections, or pipe taps external to control panel, heat tape or above-grade freeze protection.
 - E. Level/Pressure/Flow/Temperature/Chemical sensors/gauges/switches.
 - F. Cord connectors/support brackets/hooks/strain relief devices/mounting hardware, seal fittings for any equipment, not limited to pump cord/floats/level sensors.
 - G. Telephone line/internet service connection or coordination.
 - H. Any utility charges, inspection fees, or permits.
 - I. Conduit/wire runs.
 - J. Termination of wiring.
 - K. Incoming utility service transformer, electric service meter/disconnect/CT-PT cabinet/generator/transfer switch/junction boxes, and associated conduit/strut/wiring/installation, etc.
 - L. Pumps/motors/junction boxes/mechanical piping/valves/actuators/solenoids or installation thereof.
 - M. Hoisting for pumps/mechanical piping/equipment unloading/setting.
 - N. Demolition/removal of existing equipment.
 - O. Equipment racks or concrete pole bases.
 - P. Excavation/boring/trenching/backfill, asphalt/concrete/rebar/housekeeping pad work, core drilling/cutting/grouting/firestopping of holes in vaults/wetwells/concrete/masonry structures for conduit/piping or other equipment, welding.
 - Q. Electrical service/temporary electric service.
 - R. Locks of any type.
 - S. Back-up/bypass pumping/operation of station(s) (such as during installation/start-up).
 - T. Painting or coatings of any kind.
 - U. Chemicals of any type.
 - V. Drawings of any kind (conduit/wire layout, loop drawings, etc.), other than control panel drawings for equipment provided above.
 - W. Nameplates/labelling for equipment provided by others.
 - X. Studies/reports of any kind (coordination/short circuit/protection device/arc flash/harmonic analysis, other than those specifically detailed above.
 - Y. Video documentation, testing, training, reports.

- Z. Any required anchorage/seismic design/calculations/structural engineer seal. (ECC will provide electrical gear manufacturer's standard anchoring/installation instructional data sheets.)
10. Buy America
- A. The Infrastructure Investment and Jobs Act signed into law on November 15, 2021 includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. As with previous legislation, we are awaiting any additional guidance for the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements.
- B. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. We cannot make any guarantee that this scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted should not be construed as meeting such Buy America requirements unless explicitly stated otherwise.
11. The on-site portion of the scope of work would be provided on a time and material basis per ECC's standard Service Contract Schedule of Prices (which can be provided upon request). Only equipment/services rendered would be invoiced. No equipment/services beyond the agreed upon Not-To-Exceed amount listed would be provided without prior approval by the customer.
12. The above is estimated to take approximately 1 - 3 days.
13. Cancellation of purchase order after submittals have been prepared will result in cancellation fee of 25% of order.

Sincerely

Franklin V. Chott
Electric Controls Company, Inc.

7 **Pricing:**

Qty	Description	Price
1	ECC "In-House" Equipment/Engr. Services	\$
1	<u>Estimated</u> ECC "On-Site" Equipment/Engineering Services (Provided on T&M Basis)	\$
Total <u>Estimated</u> Not-To-Exceed Price:		\$

Market Volatility Note: Due to the volatility of the commodities market, we reserve the right to adjust our pricing up or down and delivery times longer or shorter, based on the current market conditions that would affect this project, such as steel, conduit (PVC/steel/aluminum) and wire (copper/aluminum), as well as delivery times from our suppliers.

8 **Purchasing:**

To purchase the above scope of work:

1. Please enter information below OR send purchase order w/ same information, and return to ECC.
2. Include copy of State Tax Exempt certificate with returned documents.
3. Submittal Documentation: ECC will provide submittal documentation (control panel drawing and bill of materials) for customer approval prior to ordering equipment. Please indicate if catalog cut sheets are required as part of the submittal documentation. **If no selection is indicated, submittal documentation will not include catalog cut sheets.**

- ☐ Yes: Catalog cut sheets for all items except control components are required as part of submittal documentation.
- ☐ Yes: Catalog cut sheets for control components are required as part of submittal documentation.
- ☐ No – catalog cut sheets are not required as part of submittal documentation.

Total Price Accepted If Different From Above
(Indicate options above and total at right).....\$.00

Accepted By: _____
(Printed Name of Purchaser)

Purchase Order #: _____

Signature: _____
(Signature of Purchaser)

Date: ____ / ____ / ____

Position: _____
(Position of Purchaser)

Entity: _____
(Company/Municipality/District)

Phone: (____) ____ - ____

E-mail: _____

Date of Month Payment Requests Need to be Turned in By: _____

Tax Exempt #: MO _____

Tentative Contract End Date: ____ / ____ / ____

City of Osage Beach

Agenda Item Summary

Date of Meeting: March 21, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Motion to approve the purchase of three vehicles for the Parks & Recreation Department, the Water Department, and the Sewer Department from Joe Machens Ford, from the State of Missouri cooperative bid contract #CC240138008, for an amount not to exceed \$170,913.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$25,001 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Yes - there is a 3 to 6 month lead time for delivery.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10-10-774265 Vehicles

FY2024 Budgeted Amount:	\$49,212
FY2024 Expenditures to Date (03/11/24):	(\$ 0.00)
FY2024 Available:	\$49,212
FY2024 Requested Amount:	\$48,649

Budget Line Item/Title: 30-00-774265 Vehicles

FY2024 Budgeted Amount:	\$110,800
FY2024 Expenditures to Date (03/11/24):	(\$ 0.00)
FY2024 Available:	\$110,800
FY2024 Requested Amount:	\$63,320

Budget Line Item/Title: 35-00-774265 Vehicles

FY2024 Budgeted Amount: \$482,633

FY2024 Expenditures to Date (03/11/24): (\$ 0.00)

FY2024 Available: \$482,633

FY2024 Requested Amount: \$58,944

Department Comments and Recommendation:

Below is a list of the vehicles that we would like to proceed with purchasing through Joe Machens. Everything listed is within budget and my notes below provide additional details. These vehicles were discussed in great detail during the budget process.

Parks - F-150 Crew Cab - \$48,649.00. Replacement for 2008 Park Explorer with 112,162 miles on it currently. This is an old hand-me-down patrol car from the police. Over 10,000 in maintenance has been spent on the truck since 2019.

Water - F-350 with aftermarket service bed - \$110,800 total budget. \$63,320, for the truck. Once we get the truck, we will come back to the board for approval of the aftermarket service bed. It replaces the existing 2015 F-350 service truck (80,623 miles) with a bent frame.

Sewer - F-350 with replacement service bed - \$110,800 total budget. \$58,944, for the truck. Once we get the truck, we will come back to the board for approval of the aftermarket service bed. It replaces the existing 2012 F-350 service truck (93,320 miles) with ongoing crane, electrical, and transmission issues.

I recommend approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

December 15, 2023

State Contract # CC240138008

Fleet Order

Subject: Joe Machens Proposal on a **2024 Ford F150, Crew Cab, 4x4 (large 4 door)**

To: Whom it May Concern;

As per the requested quote on a 2024 Ford F150, Joe Machens Ford proposes the following. The F150 includes both the factory and State Contract standard options. This proposed unit has other manufacturer options, as noted below.

Price – Dealer Code – Option, Included Equipment

\$42,654 – X1L – 2024 Ford F150 Super Cab 4x4 XL Trim (X1L) (100A)	
2.7L V6 EcoBoost engine (99P)	Grab Handles
145" Wheelbase (145)	Outside Temperature Display
Automatic Transmission	12V Power Point
Short Bed - 6'5" (145)	Tire Pressure Monitor
4-Wheel ABS, Brakes	Hill Start Assist & Roll Stability Control
Power Steering	Power Windows, Locks, Mirrors & Fobs
P265/70R17 A/T Tires + full spare	Class IV Tow Hitch
Mfr. Std. Heating and Air Conditioning	Cruise Control
Frontal and Side Impact Air Bags	Rear Camera
Painted Black Bumper	Bluetooth
AM/FM Radio	Tilt Wheel
Two (2) Sets of Keys	Vinyl Floor Covering
Mfr Std GVWR	Cloth 40/20/40 Bench Seat (CS)
Cupholder	Rear Bench Seat
Dome Light	

Optional equipment (Price – Dealer Code – Option) (Included in 'Total' below):

\$2,100 – W1L / 145 – Crew Cab w/ 5.5' Short Bed in lieu of Super Cab
\$2,445 – 998 / 53T – 3.5L V6 EcoBoost Engine (non-FFV) w/ Tow / Haul Pkg, to incl...
 • Integrated Trailer Brake Controller • Electronic-locking rear-axle • Upgraded Bumper
\$250 – 18B – Running Boards (Factory)
\$650 – LNX – Spray in Bedliner
\$350 – PTS – Extra Key w/ Fob
\$0 – YZ – Exterior Color: Oxford White
\$0 – CS – Interior: Cloth Front 40 / 20 / 40 Bench Seat, Cloth Rear bench
\$200 – DEL – Delivery / Fees per...or...\$0 – Customer pick up

Total

\$48,649 per (2024 Ford F150, Crew Cab, 4x4) (large 4 door) (Ordering is open!)

Other Options to consider (Add to Price above if desired):

\$1,370 – 995 – 5.0L V8 Engine (FFV) in lieu of std engine
\$570 – XL6 / XL3 – Limited Slip Axle (included in 53T Tow / Haul Pkg)
\$1,000 – 103A – High trim, to incl...17" silver aluminum wheels, Chrome Bumpers, Led Fog Lamps, Rear-Window Defroster, Rear Privacy Glass
\$100 – 924 – Privacy Glass on Rear 3 windows, incl. Rear Defroster
\$0 – AS – Interior: Vinyl Front 40 / 20 / 40 Bench Seat, Vinyl Rear in lieu of Cloth
\$390 – PTS – All Weather Floor Mats

...continued on following page...



JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

- \$275** – 67T – Trailer Brake Controller (req. 2.7L V6 EcoBoost, N/A w/ 3.5L or 5.0L)
- \$350** – 91P – Power Driver Seat (8-way)
- \$290** – T7C – LT Tires (LT265/70R17C BSW A/T) in lieu of (265/70R17 OWL A/T) tires
- \$440** – 157 – Long Bed (Crew Cab only) (N/A w/ std engine or Super Cab)
- \$690** – PTS – Remote Start
- \$2,715** – W2L / 201A – STX Series (avail w/ 2.7L or 5.0L) to incl...
 - 18" Black Aluminum Wheel, LT265/70/18 A/T BSW Tire, Dual Exhaust w/ Black Tips, 6" Black Running Boards, FX4 Box Decal, Electronic-locking rear-axle, Off-Road-Tuned Front Shock Absorbers, Monotube Rear Shocks, Skid Plates: fuel tank, transfer case, front differential, All Weather Floor Mats, Center Console, Carpet Flooring
- \$9,150** – 99D / 44H / W3L / 301A / 50M / US – 3.5L PowerBoost Hybrid V6 Engine (non-FFV) in lieu of std engine. (Reqs & Incls XLT Trim (301A), Mobile Office Pkg (50M), Console

Joe Machens Ford appreciates your business, and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells, Fleet Manager, Joe Machens Ford, 573-777-1089, ksells@machens.com



January 8, 2024

State Contract # CC240138008

Fleet Order

Subject: Joe Machens Proposal: **2024 Ford F350, Crew Cab & Chassis, 4x4**

To: Whom it May Concern;

As per the requested quote on a 2024 Ford F350, Joe Machens Ford proposes the following. This includes the factory standard options and others as noted below. This vehicle also has the standard options from the State Contract and other options as noted below.

Price – Dealer Code – Option, Included Equipment

\$64,275 – W3H – 2024 Ford F350 (W3H)

Crew Cab & Chassis

Dual Rear Wheels

4 Wheel Drive

~~6.7L Diesel Engine (99T)~~

60" cab to axle (179" wheelbase)

Automatic Transmission

Transmission PTO Provision

Standard Rear Axle

Standard GVWR

Standard Air Bags

4 wheels ABS brakes

AM/FM Radio

Air Conditioning & Heat

Dual Rear Wheels

Power Windows, Locks, Mirrors & Key Fobs

All Season Tires plus Spare (512)

Tire Jack (61J)

Cruise control and Tilt

Trailer Brake Controller

Daytime Running Lights

2 sets of keys

Bluetooth

Vinyl Flooring

~~Vinyl Seats 40/20/40 (AS)~~

Optional equipment (Price – Dealer Code – Option) (included in Total below):

\$2,575 – 643A – XLT Trim in lieu of XL Trim

(-\$7,000) – 99N – 7.3L V8 Gas Engine in lieu of 6.7L Diesel

\$115 – 67B – 410 Amp Alternator (req'd w/ 7.3L V8)

\$210 – 86M – Dual Batteries (req'd w/ 7.3L V8)

\$600 – 64J – 17" Forged Aluminum Wheels in lieu of Painted Steel

\$180 – TBM – LT245/75Rx17E BSW AT Tires in lieu of AS (N/A w/ STX Pkg)

\$360 – X4L – Limited Slip Rear Axle

\$280 – 54F – Power Scope / Power Fold Tow Mirrors

\$440 – 18B – Running Boards (Black. Chrome is N/A)

\$120 – PTS – Side window deflectors

\$175 – 76C – External Backup Alarm

(-\$50) – 166 – Carpet Delete (carpet std w/ XLT trim)

\$120 – PTS – All Weather Floor Mats

\$420 – 872 – Rear Backup Camera Prep Pkg. (\$ install by Upfitter)

\$0 – STD – Rear privacy glass (Std w/ XLT trim. N/A w/ Power Sliding Rear Window)

\$0 – 59H – Rear Center Mount High Stop Light

\$0 – 65Z – 40 gal after axle fuel tank (standard)

\$0 – 66S – Upfitter Switches (std on Chassis Cab)

\$0 – Z1 – Exterior Color: Oxford White

\$300 – 2J – Interior: Baja Cloth 40 / Center Console / 40, Rear Cloth Bench

\$200 – DEL – Delivery / Fees ...or...\$0 – Customer pick up

Total

\$63,320 (2024 Ford F350, Crew Cab & Chassis, 4x4, 60" cab to axle)

(Ordering is open!)

...continued on next page...



Other Options to be considered (Add to Total above if desired):

\$100 – 41H – Engine Block Heater

\$250 – 473 – Snow Plow Prep Pkg

\$350 – PTS – 3rd Set of Keys

\$100 – 592 – Roof Clearance Lights

\$450 – LNX – Undercoating

\$380 – 85G – Tailgate Step

\$610 – 4S – Interior: Grey Cloth Captains Charis (no center console / seat)

\$1,880 – 60X – Automated Emergency Braking (AEB) Removal

(removes Pre-Collision Assist with Automated Emergency Braking (AEB) and Forward Collision Warning, Auto High Beams, Post Impact Braking and Audible Lane Departure Warning)

\$220 – 96V – XL Chrome Pkg, to incl...(N/A w/ STX Appearance Pkg (17S))

•BoxLink (four (4) premium locking cleats) •Chrome hub covers (SRW Only)

•Chrome front and rear step bumper •Halogen Fog Lamps

\$350 – 169 – 84" cab to axle in lieu of 60" above

(-\$500) – F3F – Single Rear Wheels in lieu of Dual (N/A w/ 84" cab to axle)

Joe Machens Ford appreciates your business, and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells, Fleet Manager, Joe Machens Ford, 573-445-4411, ksells@machens.com



January 8, 2024

State Contract # CC240138008

Fleet Order

Subject: Joe Machens Proposal: **2024 Ford F350, Regular Cab & Chassis, 4x4**

To: Whom it May Concern;

As per the requested quote on a 2024 Ford F350, Joe Machens Ford proposes the following. This includes the factory standard options and others as noted below. This vehicle also has the standard options from the State Contract and other options as noted below.

Price – Dealer Code – Option, Included Equipment

\$61,199 – F3H – 2024 Ford F350 (F3H)

Regular Cab & Chassis

Dual Rear Wheels

4 Wheel Drive

~~6.7L Diesel Engine (99T)~~

60" cab to axle (145" wheelbase)

Automatic Transmission

Transmission PTO Provision

Standard Rear Axle

Standard GVWR

Standard Air Bags

4 wheels ABS brakes

AM/FM Radio

Air Conditioning & Heat

Power Windows, Locks, Mirrors & Fobs

All Season Tires plus Spare (512)

Tire Jack (61J)

Cruise control and Tilt

Trailer Brake Controller

Daytime Running Lights

2 sets of keys

Bluetooth

Vinyl Flooring

Vinyl Seats 40/20/40 (AS)

Optional equipment (Price – Dealer Code – Option) (included in Total below):

\$1,995 – 643A – XLT Trim in lieu of XL Trim

(-\$7,000) – 99N – 7.3L V8 Gas Engine in lieu of 6.7L Diesel

\$115 – 67B – 410 Amp Alternator (req'd w/ 7.3L V8)

\$210 – 86M – Dual Batteries (req'd w/ 7.3L V8)

\$600 – 64J – 17" Forged Aluminum Wheels in lieu of Painted Steel

\$180 – TBM – LT245/75Rx17E BSW AT Tires in lieu of AS (N/A w/ STX Pkg)

\$360 – X4L – Limited Slip Rear Axle

\$280 – 54F – Power Scope / Power Fold Tow Mirrors

\$440 – 18B – Running Boards (Black. Chrome is N/A)

\$120 – PTS – Side window deflectors

\$175 – 76C – External Backup Alarm

(-\$50) – 166 – Carpet Delete (carpet std w/ XLT trim)

\$120 – PTS – All Weather Floor Mats

\$0 – STD – Rear privacy glass (Std w/ XLT trim. N/A w/ Power Sliding Rear Window)

\$0 – 59H – Rear Center Mount High Stop Light

\$0 – 65Z – 40 gal after axle fuel tank (standard)

\$0 – 66S – Upfitter Switches (std on Chassis Cab)

\$0 – Z1 – Exterior Color: Oxford White

\$0 – AS – Interior: Vinyl Seats 40/20/40 Bench

\$200 – DEL – Delivery / Fees ...or...\$0 – Customer pick up

Total

\$58,944 (2024 Ford F350, Regular Cab & Chassis, 4x4, 60" cab to axle)

(Ordering is open!)

...continued on next pages...



Other Options to be considered (Add to Total above if desired):

\$420 – 872 – Rear Backup Camera Prep Pkg. (\$ install by Upfitter)

\$100 – 41H – Engine Block Heater

\$250 – 473 – Snow Plow Prep Pkg

\$350 – PTS – 3rd Set of Keys

\$100 – 592 – Roof Clearance Lights

\$450 – LNX – Undercoating

\$380 – 85G – Tailgate Step

\$610 – 4S – Interior: Grey Cloth Captains Charis (no center console / seat)

\$1,880 – 60X – Automated Emergency Braking (AEB) Removal

(removes Pre-Collision Assist with Automated Emergency Braking (AEB) and Forward Collision Warning, Auto High Beams, Post Impact Braking and Audible Lane Departure Warning)

\$220 – 96V – XL Chrome Pkg, to incl...(N/A w/ STX Appearance Pkg (17S))

●BoxLink (four (4) premium locking cleats) ●Chrome hub covers (SRW Only)

●Chrome front and rear step bumper ●Halogen Fog Lamps

\$350 – 169 – 84" cab to axle in lieu of 60" above

(-\$500) – F3F – Single Rear Wheels in lieu of Dual (N/A w/ 84" cab to axle)

Joe Machens Ford appreciates your business, and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells, Fleet Manager, Joe Machens Ford, 573-445-4411, ksells@machens.com



LINCOLN

City of Osage Beach
Agenda Item Summary

Date of Meeting: March 21, 2024
Originator: Zak Wilber, Public Works Operations Manager
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:

Motion to approve the purchase of Neptune water meters from Shulte Supply for an amount not to exceed \$80,549.00.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$25,001 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 30-00-743300 Repair of System

FY2024 Budgeted Amount: \$534,000

FY2024 Expenditures to Date (03/11/24): (\$28,184)

FY2024 Available: \$505,816

FY2024 Requested Amount: \$80,549.00

Department Comments and Recommendation:

The City is purchasing these meters using our sole source distributor. This is our annual bulk water meter purchase from Schulte Supply and we feel comfortable with this vendor. This purchase will replace all the meters in the system that are older than 10 years. The meters carry a full 10 year warranty and are prorated after 10 years. These meters will cost the city \$80,549.00. I recommend approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

Schulte Supply, Inc.
 5998 Redbud Lane
 PO Box 388
 Edwardsville IL 62025
 618-656-8383 Fax 618-656-8750

Quotation

QUOTE DATE	QUOTE NUMBER
02/19/24	S1211115
ORDER TO: Schulte Supply, Inc. 5998 Redbud Lane PO Box 388 Edwardsville IL 62025	PAGE NO. 1

QUOTE TO: 573-302-2020 Fax 573-302-2043
 City of Osage Beach, MO
 5757 Chapel Drive
 Osage Beach, MO 65065

SHIP TO:
 City of Osage Beach, MO
 5757 Chapel Drive
 Osage Beach, MO 65065

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON		
1731	METER QUOTE		Tom Brickey		
WRITER	SHIP VIA	TERMS	BID DATE	FREIGHT ALLOWED	
Jeff Kinkel	FREE DELIVERY	NET 30 DAYS	03/18/24	Yes	
ORDER QTY	PART NO	DESCRIPTION	Net Pric	Est Pric	
100ea	8869	*** CURRENTLY PRICING HAS NOT CHANGED, PRICING MAY CHANGE WITHOUT NOTICE IF NEPTUNE IMPLEMENTS A PRICE INCREASE *** ED2B31RWG1SG89 (ED2B31RWG3) 5/8" x 3/4" Neptune Trident 10 Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications Includes 6' Antenna	304.640	30464.00	
15ea	48924	EU2A2G1SG89 1 1/2" Flanged Neptune MACH 10 Ultrasonic Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications with 6' Antenna 13" Laying Length	993.000	14895.00	
30ea	48925	EU2E2G1SG89 2" Neptune MACH 10 Ultrasonic Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications with 6' Antenna 17" Laying Length *** MACH10 PRICING WILL VARY BY LENGTH OF METER *** TAXES NOT INCLUDED	1173.000	35190.00	
			Subtotal	80549.00	
			S&H CHGS	0.00	

This is a Quotation.

Prices are subject to change without notice.
 Applicable taxes extra.

Amount Due	80549.00
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City of Osage Beach
Agenda Item Summary

Date of Meeting: March 21, 2024
Originator: Zak Wilber, Public Works Operations Manager
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:

Motion to approve the purchase of 15 Sulzer sewer pumps from Municipal Equipment for an amount not to exceed \$122,577.75 + shipping.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$25,001 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 35-00-743300 Repair of Systems
FY2024 Budgeted Amount: \$1,600,000.00
FY2024 Expenditures to Date (03/11/24): (\$27,347.00)
FY2024 Available: \$1,572,653.00

FY2024 Requested Amount: \$122,577.75 +
Shipping

Department Comments and Recommendation:

The City is purchasing 15 Sulzer sewer pumps from our sole source distributor. We purchase the vast majority of our pumps through Municipal Equipment and feel comfortable with this vendor. We are purchasing 6 model XFP100E CB1.2, 6 model XFP100E CB1.3, and 3 model XFP150E CB1.6 pumps. Five of the pumps will be installed when they arrive, the remaining will be for stock. We currently do not have any of these pump models in stock and are in desperate need of them. These pumps will cost the City \$122,577.75 + shipping. I recommend approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

QUOTE

Mr. Nathan Earp
City of Osage Beach, MO

DATE: March 11, 2024

RE: Osage Beach, MO
Replacement Pump

Dear Nathan,

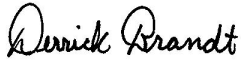
Following are prices for the requested replacement pumps:

One (1) Sulzer model XFP150E CB1.6 PE75/4 submersible pump with a 6" discharge connections and a 10 horsepower, 1780 RPM, 460 volt 3 phase motor and 49' of power/control cable

PRICE.....\$7,709.25 + freight

I look forward to hearing from you. Please let me know if there are any questions or comments concerning this item.

Sincerely,



Derrick Brandt

General Notes and Comments:

- The prices shown above DO NOT include associated freight costs
- The prices are firm for 30 days from the date of the proposal
- Lead time is as shown above in weeks after release
- Payment terms for this order would be: **NET 30 Days**
- Visa and MasterCard are accepted with a 4.5% processing fee
- The prices shown above DO NOT include installation or startup. If required please add \$1,500 per day.
- The prices shown above do not include applicable taxes.
- Municipal Equipment Company **shall not, in any event, be liable** for indirect, special, consequential, or liquidated damages or penalties of any kind for any reason.
- Note that the pricing validity is for 30 days. Freight costs, material costs, and **delivery time frames are extremely volatile** at this time.
- The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. As with previous legislation, we are awaiting any additional guidance for the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. We cannot make any guarantee that this scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted should not be construed as meeting such Buy America requirements - unless explicitly stated otherwise.

If you would like to place an order for this equipment, please sign below and return to our office.

Accepted by

Company

Date

QUOTE

Mr. Nathan Earp
City of Osage Beach, MO

DATE: March 11, 2024

RE: Osage Beach, MO
Replacement Pumps

Dear Nathan,

Following are prices for the requested replacement pumps:

One (1) Sulzer model XFP100E CB1.2 PE105/4 submersible pump with a 4" discharge connections and a 14 horsepower, 1780 RPM, 460 volt 3 phase motor and 49' of power/control cable

PRICE.....\$8,287.50 + freight

One (1) Sulzer model XFP100E CB1.3 PE105/4 submersible pump with a 4" discharge connections and a 14 horsepower, 1780 RPM, 460 volt 3 phase motor and 49' of power/control cable

PRICE.....\$8,287.50 + freight

I look forward to hearing from you. Please let me know if there are any questions or comments concerning this item.

Sincerely,



Derrick Brandt

General Notes and Comments:

- The prices shown above DO NOT include associated freight costs
- The prices are firm for 30 days from the date of the proposal
- Lead time is as shown above in weeks after release
- Payment terms for this order would be: **NET 30 Days**
- Visa and MasterCard are accepted with a 4.5% processing fee
- The prices shown above DO NOT include installation or startup. If required please add \$1,500 per day.
- The prices shown above do not include applicable taxes.
- Municipal Equipment Company **shall not, in any event, be liable** for indirect, special, consequential, or liquidated damages or penalties of any kind for any reason.
- Note that the pricing validity is for 30 days. Freight costs, material costs, and **delivery time frames are extremely volatile** at this time.
- The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. As with previous legislation, we are awaiting any additional guidance for the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. We cannot make any guarantee that this scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted should not be construed as meeting such Buy America requirements - unless explicitly stated otherwise.

If you would like to place an order for this equipment, please sign below and return to our office.

Accepted by

Company

Date

City of Osage Beach
Agenda Item Summary

Date of Meeting: March 21, 2024
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Motion to approve the selection of a TCLA Marketing Partnership option for the marketing partnership program July 1, 2024 - June 30, 2025.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Not Applicable

Deadline for Action:

Yes - Confirmation needed by TCLA

Budgeted Item:

Yes

Budget Line Information (if applicable):

The FY2024 budget included funding for the program; the Board of Aldermen action requested is to decide on a program option.

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Not Applicable

City Administrator Comments:

The FY2024 budget includes funds to continue the TCLA Marketing Partnership for TCLA's program FY2025 (July 2024 – June 2025). Program options #1 and #2 for the Board of Aldermen's consideration are enclosed.

The current marketing partnership consists of SEM, Retargeting Ads, Full Print Fall Issue in Outdoor Guide, and Two Billboard creatives on Three Billboards in KC and St. Louis. The current TCLA program FY2024 ends June 30, 2024.

Summary July 1, 2023 – December 31, 2023 (enclosed):

- SEM (Search Engine Marketing) Top Osage Beach keywords (page 4 & 5); top 4 = Things to do in Osage Beach, Osage Beach Events, Osage Beach, MO, Osage Beach Fall Festival,
- SEM Benchmark Click Through Rate (CTR) = Osage Beach average 9.72% / Benchmark = 4.5% (CTR = % of people who view ad and click on ad),
- Retargeting Ads ran February 2023-June 2023,
- Fall 2023 Outdoor Guide Ad (September – October) – 10,500 printed copies, 1,200 subscribers, newsstand pickup rate 95%-97%, 80 locations,
- Osage Beach Billboard creatives (digital boards) – August/September/October/November completed, FY24 YTD impressions = KC – 766,686, St. Louis - 549,669; March/April/May upcoming,
- Our Osage Beach Landing page had 48,162 views.



FY24 MARKETING PARTNERSHIP

Quarter 1 & Quarter 2 Update
July 1-December 31, 2023





Matching Marketing Grant- Missouri Division of Tourism

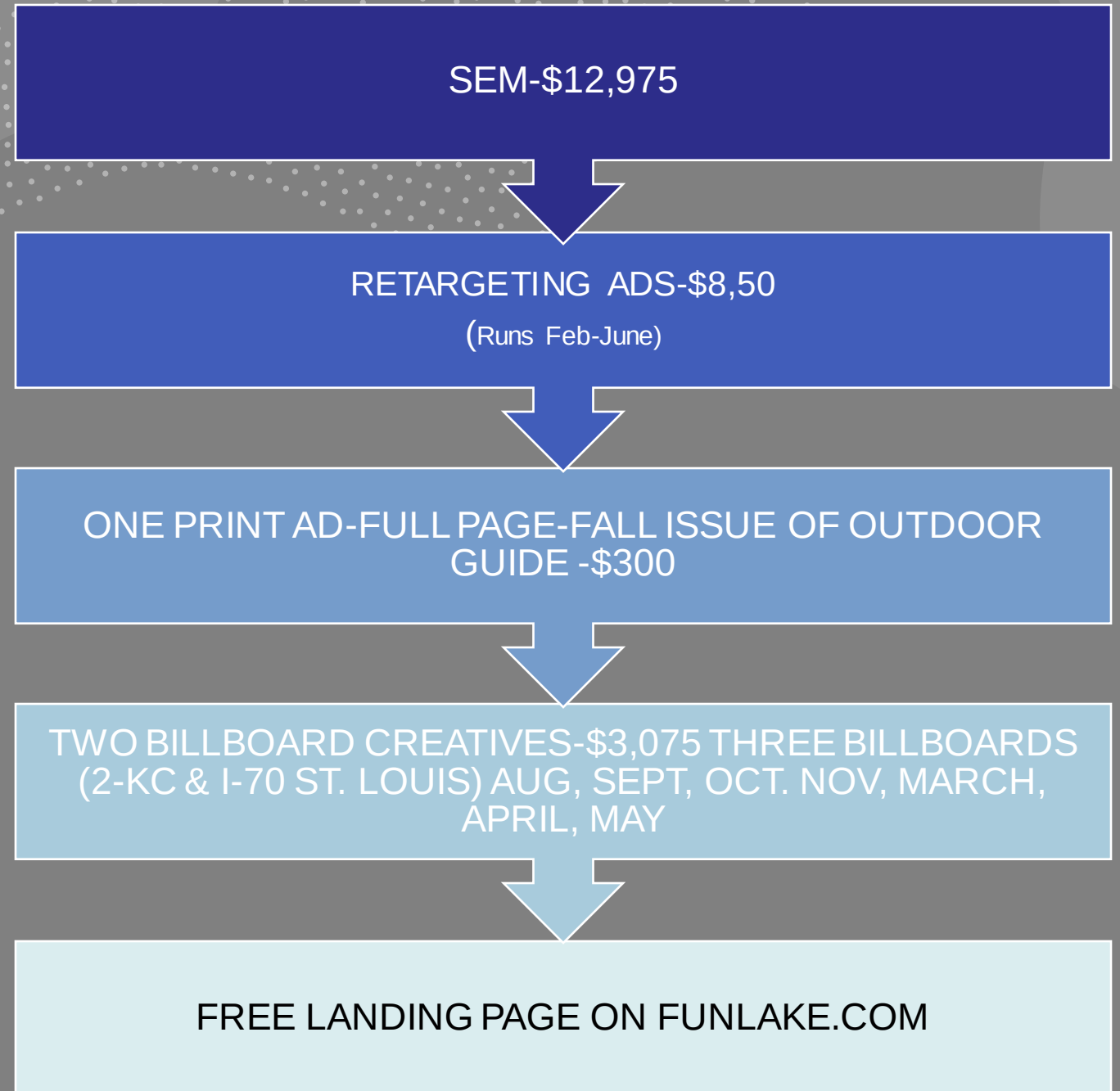
Fiscal Year 2024 The Lake of the Ozarks was approved for \$250,000- Missouri Division of Tourism Matching Marketing Grant for July 1, 2023-June 30, 2024.

Missouri Division of Tourism-50/50 match for FY24.

FY24-Lake of the Ozarks \$250,000 and Missouri Division of Tourism \$250,000 for \$500,000 in Coop Marketing Spend.

City of Osage Beach \$25,000 marketing partner.

MARKETING PARTNERSHIP





MARKETING PARTNERSHIP FY24 TO DATE

SEM (SEARCH ENGINE MARKETING)

Top Past Key Search Words To Date FY24

- Things To Do in Osage Beach
- Osage Beach Events
- Osage Beach MO
- Osage Beach Fall Festival
- Osage Beach
- Shopping in Osage Beach
- Osage Beach Shopping
- Osage Beach MO Restaurants
- Osage Beach State Park
- Osage Beach Attractions

Reporting-Total Clicks, Total # Impressions,
Average Click Thru Rate, Average Cost Per Click

osage beach mo

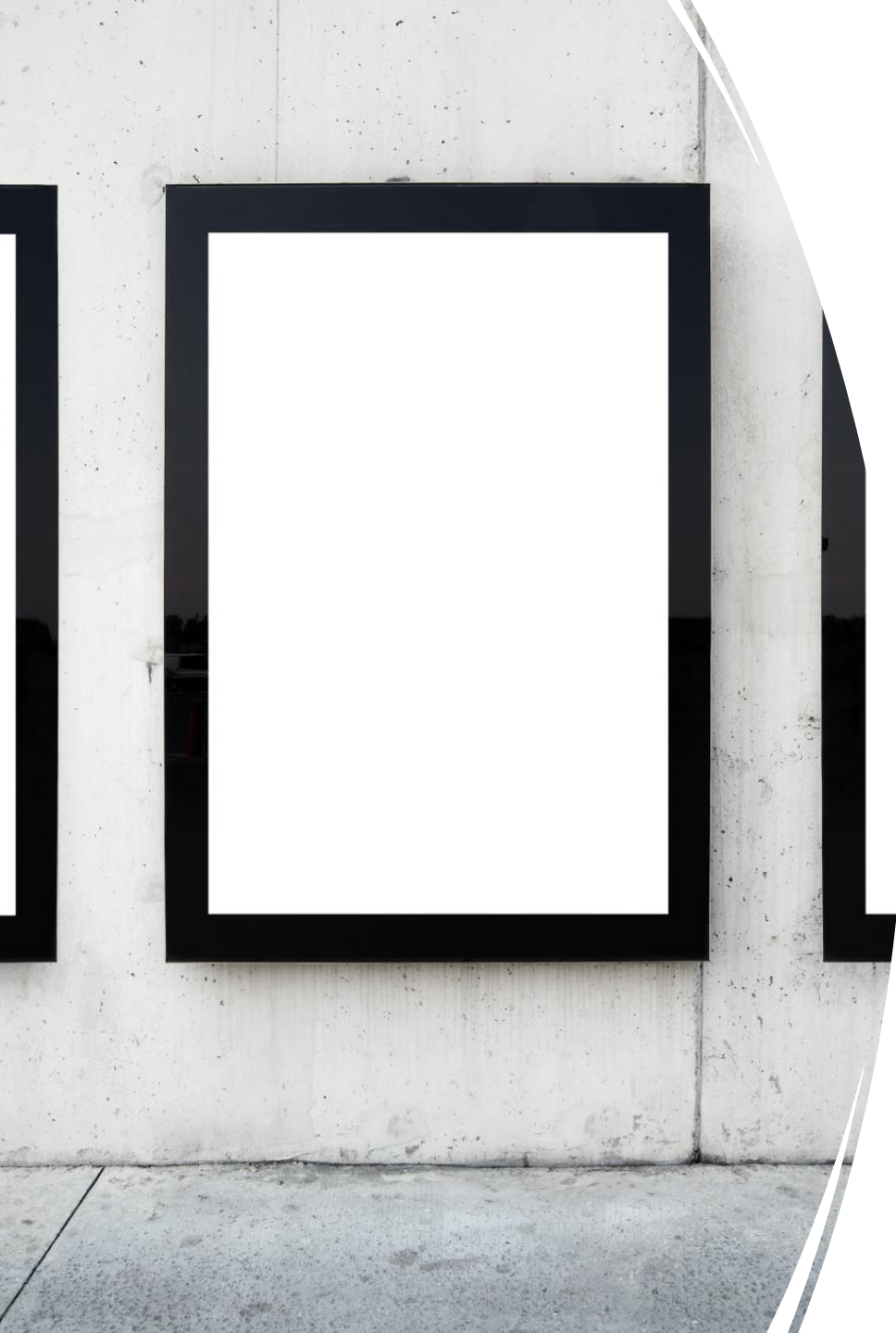
osage beach shopping osage beach osage beach attractions
osage beach in missouri
boat rental osage beach osage beach restaurants
outlet mall osage beach missouri osage beach outlet mall stores
outlet mall osage beach what to do in osage beach mo things to do in osage beach
osage beach missouri shopping in osage beach mo
outlet mall osage beach mo restaurants in osage beach mo
osage beach outlet osage beach lake of the ozarks osage beach mo restaurants
boat rentals osage beach mo
osage beach boat rentals
restaurants in osage beach mo
osage beach boat rental
osage beach state park
osage beach outlet mall osage beach missouri restaurants



SEM OSAGE BEACH FY24 TO DATE

- Total Clicks- 2,800
- Total Impression-28,803
- Average CTR-9.72%
(Benchmark CTR is 4.5%)

(CTR-Click through rate)



FY24 CITY OF OSAGE BEACH ADS

- Outdoor Guide
- Retargeting Ads-Runs February-June
- Billboard Creative



FY24 PRINT CREATIVE- Issue of the Outdoor Guide

Actual Print Size 11x12

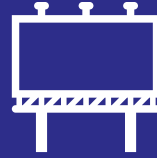
10,500 Copies Printed

1,200 of Printed Mailed to
Subscribers

Balance at Newsstands with a 95-
97% Pickup Rate

80 Locations That include Illinois, St.
Charles County, St. Louis County, St.
Louis, Leasburg, Bourbon and more.

MARKETING PARTNERSHIP



BILLBOARDS-Digital



St. Louis I-70 By Mid-Rivers Mall Area
St. Louis I-44 By Big-Bend Exit (St. Louis County,
Right hand read traveling west approaching the
1-270/1-44 Merge) –Non-Coop Billboard for FY23



Kansas City Bond Bridge 1 Mile North of KC on 35
Kansas City Mill Street 1-35 5 Miles South of KC

BILLBOARD CREATIVE

FY24 Impressions
To Date
Kansas City-
766,686

St. Louis-
549,669

(Osage Beach Partnership) FY2024 - Billboards: 720 pixels x 208 pixels



ADDITIONAL MARKETING PARTNERSHIP BENEFIT

City of Osage Beach
Landing Page on
Funlake.com

Visits to funlake.com FY23
1,271,218
Osage Beach Page
FY23 Page-views
48,162

Please send any updates or events you would like listed on the landing page.

LAKE OF THE OZARKS
Convention & Visitor Bureau

REQUEST A GUIDE/VIEW ONLINE
E-NEWSLETTER SIGN-UP
MAKE AN ITINERARY

LOGGING THINGS TO DO PLAN YOUR TRIP LOCAL SERVICES GROUPS/MEETINGS EVENTS SPECIALS GET TO KNOW US



The  of Lake of the Ozarks

Osage Beach, Missouri is in the heart of Lake of the Ozarks, one of several large man-made lakes in the United States with 92 miles of main channel. It is the Midwest's premier lake destination that boasts world-class boating, shopping, dining, fishing, State parks, and other must-not-miss recreation. Osage Beach is located in central Missouri on US Route 54 about 42 miles southwest of Jefferson City, Missouri, the State's capital. The community is part of a rapidly growing region with excellent schools, beautiful scenery, and endless opportunities that make Osage Beach a desirable place to be.

From mini-golf & go-karts to trampoline parks, Osage Beach is home to several attractions the whole family can enjoy. And some unique shops for the shopping enthusiast.

If you want to spend some time in the great outdoors, Osage Beach can provide you with some great hiking trails, city parks, baseball & softball fields, golf courses, and of course, some of the best boating in the Midwest.

Enjoy some of the finest cuisine both on and off the water at one of the many fine dining establishments located in Osage Beach.

Of course you are going to need some place to stay during your visit. We have you covered there as well with all inclusive resorts, family resorts, bed & breakfasts, hotels, vacation homes & condos, and camping.

For your next Lake vacation, we want to welcome you to the "Heart of Lake of the Ozarks". Osage Beach, Missouri.

Osage Beach Funlake.com Landing Page



ADDITIONAL TOURISM VISITATION DATA

In-Market Visitor Behavior

Avg LOS

2.4

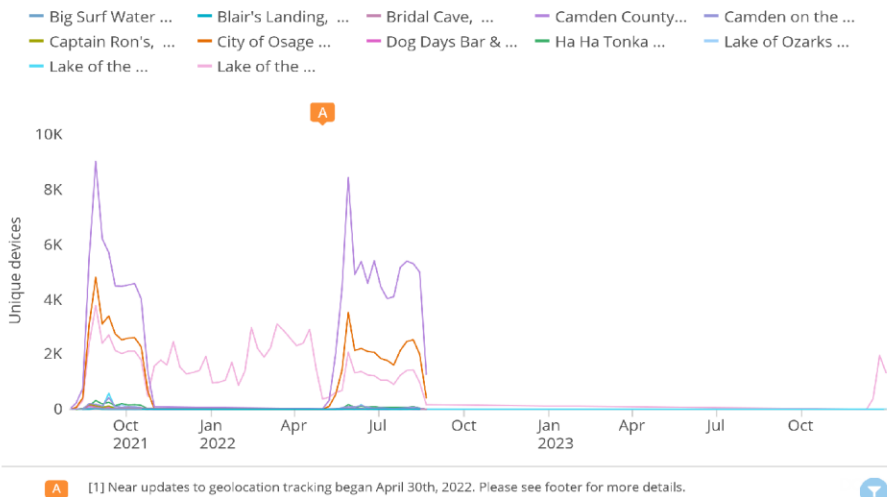
Avg # of Trips

4.4

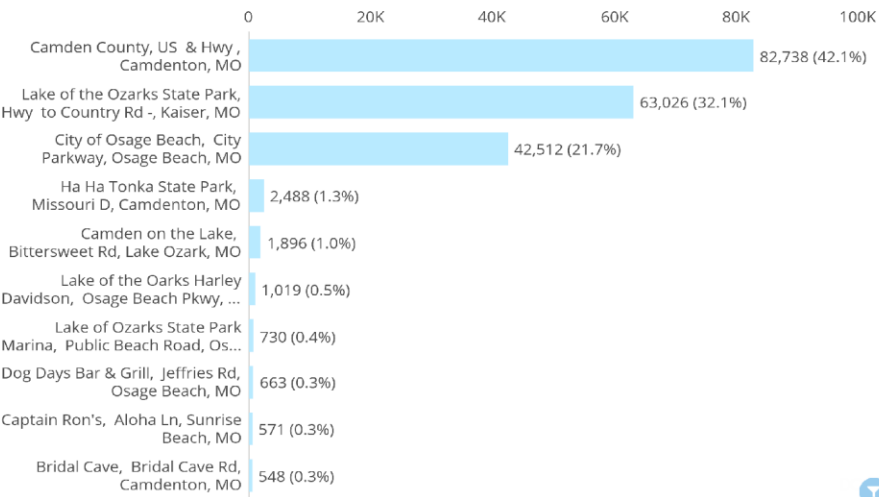
Unique Devices

114,965

Visitation by Week



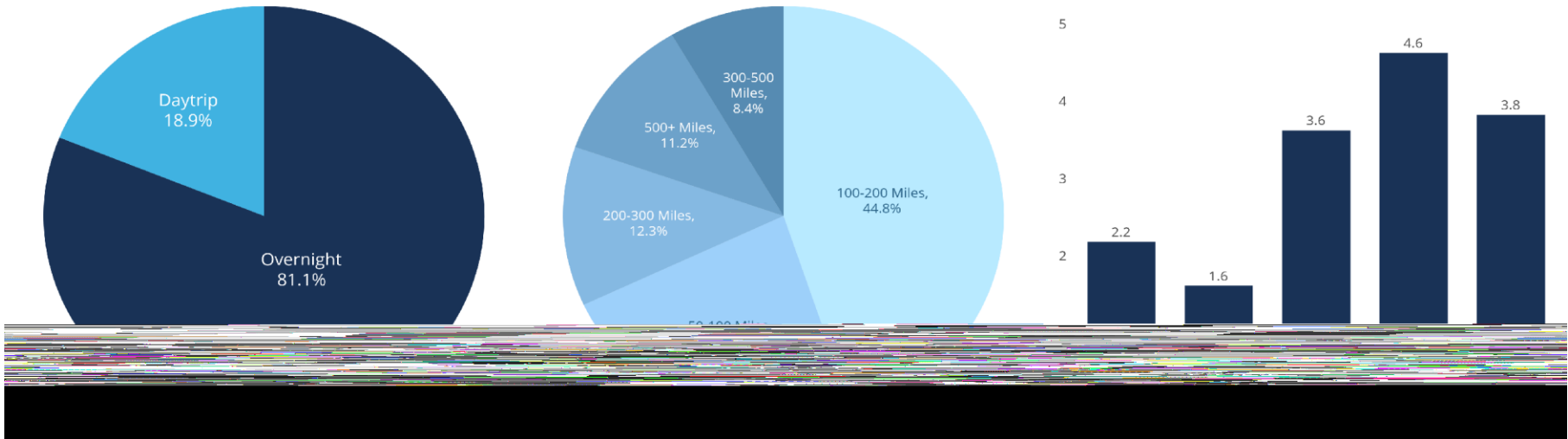
Unique Devices per POI



Daytrip vs Overnight

Device Visitation by Distance Traveled

Average Length of Stay by Distance Traveled



POI Visitation by Origin Market

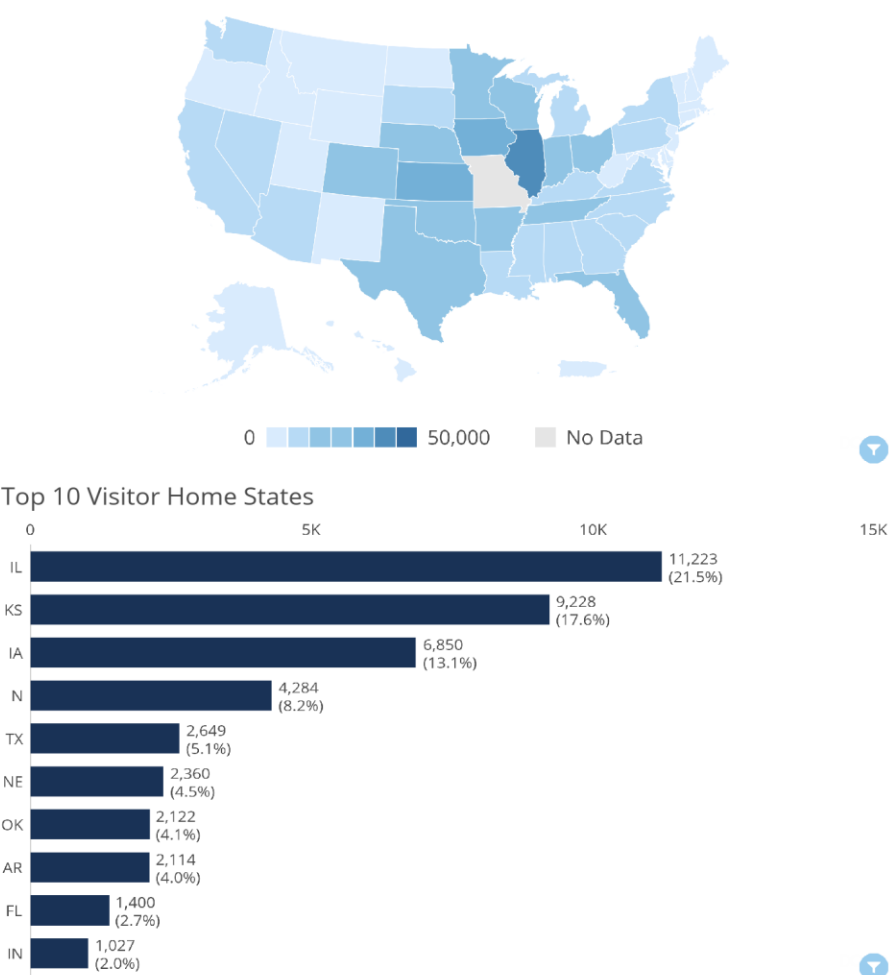
POI Visitation, by Top 20 Metros

Metro	Unique visitors	Avg LOS (Days)	# of trips
St. Louis, MO	25,168	2.25	3.68
Kansas City, MO	20,068	2.24	3.90
Springfield, MO	13,398	1.44	3.88
Columbia-Jefferson City, MO	9,314	1.58	4.43
N	4,284	5.84	1.08
Quincy, IL-Hannibal, MO-Keokuk, IA	2,882	1.95	2.75
Joplin, MO-Pittsburg, KS	2,725	1.47	2.79
Des Moines-Ames, IA	2,707	3.69	1.50
Chicago, IL	2,150	4.09	1.28
Omaha, NE	2,145	3.96	1.47
Cedar Rapids-Waterloo-Iowa City & Dubuque, IA	1,824	3.53	1.40
Davenport, IA-Rock Island-Moline, IL	1,792	3.65	1.36
Paducah, KY-Cape Girardeau, MO-Harrisburg, IL	1,481	2.28	2.38
Peoria-Bloomington, IL	1,362	3.87	1.48
Champaign & Springfield-Decatur, IL	1,308	3.38	1.82
Ottumwa, IA-Kirksville, MO	1,206	2.00	2.61
Dallas-Ft. Worth, TX	1,135	3.62	1.25
Tulsa, OK	1,108	2.53	1.65
Wichita-Hutchinson, KS Plus	1,072	3.58	1.30
St. Joseph, MO	1,006	2.35	3.31

Visitor Origin



Visitor Home Markets



CROSS-VISITATION

Please select a primary point of interest to generate your Cross-Visitation report below.

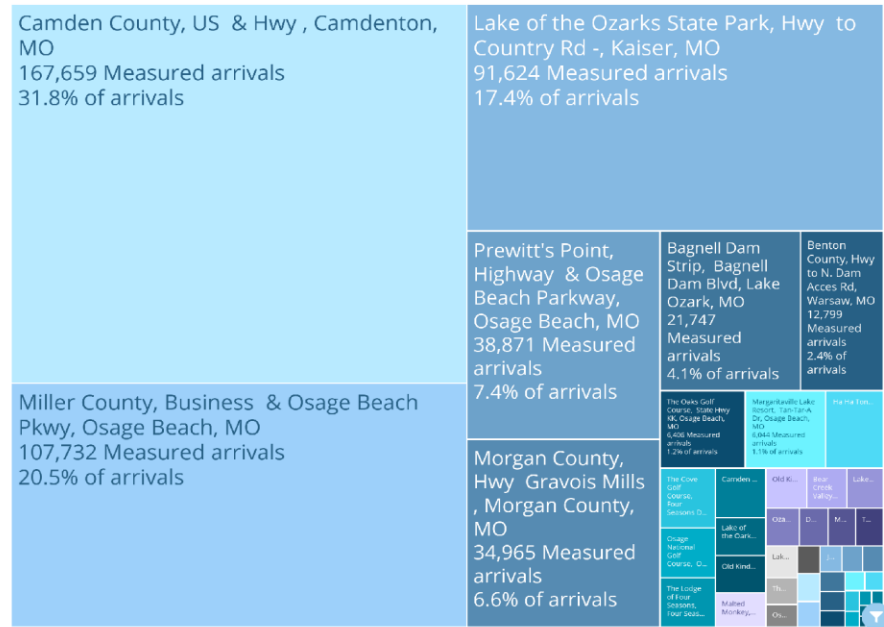
- Bagnell Dam Strip, Bagnell Dam Blvd, Lake Ozark, MO
- Ballparks National, Kissick Way, Macks Creek, MO
- Bear Creek Valley Golf Course, Highway , Osage Beach, MO
- Benton County, Hwy to N. Dam Acces Rd, Warsaw, MO
- Big Surf Water Park, State Rd Y, Linn Creek, MO
- Blair's Landing, Osage Beach Pkwy, Osage Beach, MO
- Bridal Cave, Bridal Cave Rd, Camdenton, MO
- Camden County, US & Hwy , Camdenton, MO
- Camden on the Lake, Bittersweet Rd, Lake Ozark, MO
- Captain Ron's, Aloha Ln, Sunrise Beach, MO
- City of Osage Beach, City Parkway, Osage Beach, MO
- Coconut's, Red Hollow Rd, Gravois Mills, MO
- Dog Days Bar & Grill, Jeffries Rd, Osage Beach, MO
- Ha Ha Tonka State Park, Missouri D, Camdenton, MO

- The Lodge at Port Arrowhead, Bagnell Dam Blvd, Lake Ozark, MO
- Main Street Music Hall, Main St, Osage Beach, MO
- Miner Mikes Indoor Family Fun Center, Osage Beach Pkwy, Osage Beach, MO
- Lake Ozark Speedway, Twiggy Lane, Eldon, MO
- Ozark Amphitheater, N State Hwy , Camdenton, MO
- Big Surf Water Park, State Rd Y, Linn Creek, MO
- Lake of Ozarks State Park Marina, Public Beach Road, Osage Beach , MO
- Bridal Cave, Bridal Cave Rd, Camdenton, MO
- Lake of the Oarks Harley Davidson, Osage Beach Pkwy, Osage Beach, MO
- The Lodge of Four Seasons, Four Seasons Dr, Lake Ozark, MO
- Coconut's, Red Hollow Rd, Gravois Mills, MO
- The Cove Golf Course, Four Seasons Dr, Lake Ozark, MO
- Margaritaville Lake Resort, Tan-Tar-A Dr, Osage Beach, MO
- Benton County, Hwy to N. Dam Acces Rd, Warsaw, MO
- Morgan County, Hwy Gravois Mills , Morgan County, MO
- Lake of the Ozarks State Park, Hwy to Country Rd -, Kaiser, MO
- Camden County, US & Hwy , Camdenton, MO
- Miller County, Business & Osage Beach Pkwy, Osage Beach, MO
- Prewitt's Point, Highway & Osage Beach Parkway, Osage Beach, MO
- Bagnell Dam Strip, Bagnell Dam Blvd, Lake Ozark, MO
- The Oaks Golf Course, State Hwy KK, Osage Beach, MO
- Ha Ha Tonka State Park, Missouri D, Camdenton, MO
- Osage National Golf Course, Osage Hills Rd, Lake Ozark, MO
- Camden on the Lake, Bittersweet Rd, Lake Ozark, MO
- Stark Caverns, Cave Dr, Eldon, MO
- Osage Beach City Park, Hatchery Rd, Osage Beach, MO
- Old Kinderhook, Eage Ridge Rd, Camdenton, MO
- Jolly Rogers, Polk Dr, Rocky Mount, MO , MO
- Malted Monkey, Bagnell Dam Blvd, Lake Ozark, MO
- Lake Breeze Resort, Breeze Dr, Camdenton, MO
- Old Kinderhook Golf Course, Old Kinderhook Dr, Camdenton, MO
- Bear Creek Valley Golf Course, Highway , Osage Beach, MO
- Ballparks National, Kissick Way, Macks Creek, MO
- Dog Days Bar & Grill, Jeffries Rd, Osage Beach, MO
- Sugar Creek Mini Golf, Bagnell Dam Blvd, Lake Ozark, MO
- Missouri Trapshooters Association, Trapshooters Rd, Linn Creek, MO
- Captain Ron's, Aloha Ln, Sunrise Beach, MO
- Lake Valley Golf Course, C.C. Blair Ave, Camdenton, MO
- The Regalia Hotel, Raquet Club Dr, Lake Ozark, MO

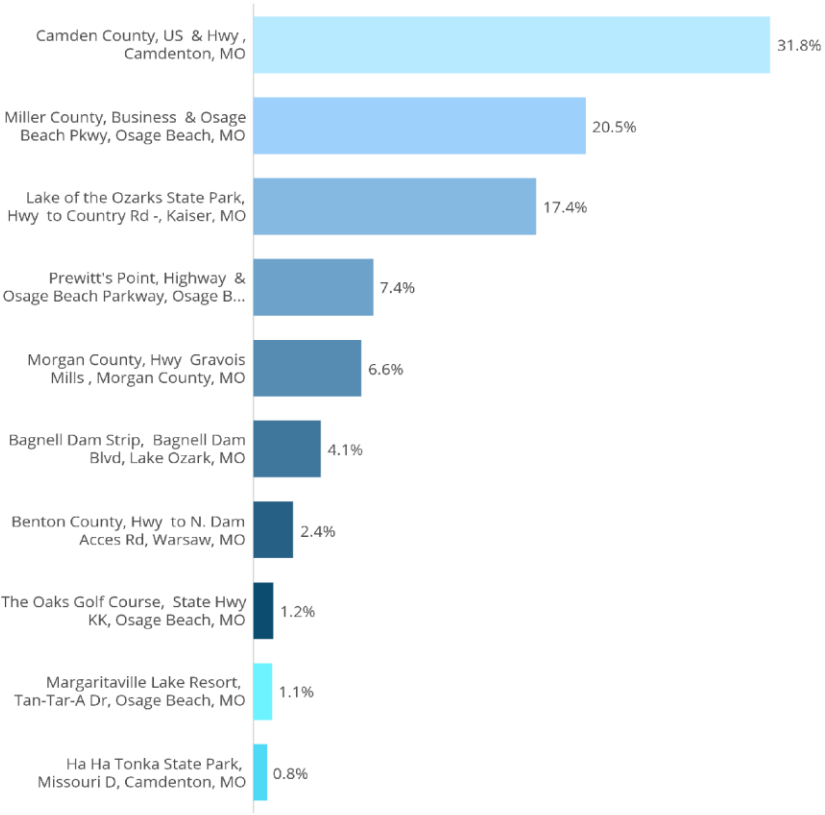
What proportion of measured arrivals who went to the POI selected above also visited one of your other POIs?

INTERPRETATION | Approximately 18% of measured arrivals that were seen on City of Osage Beach also visited Lake of the Ozarks State Park.

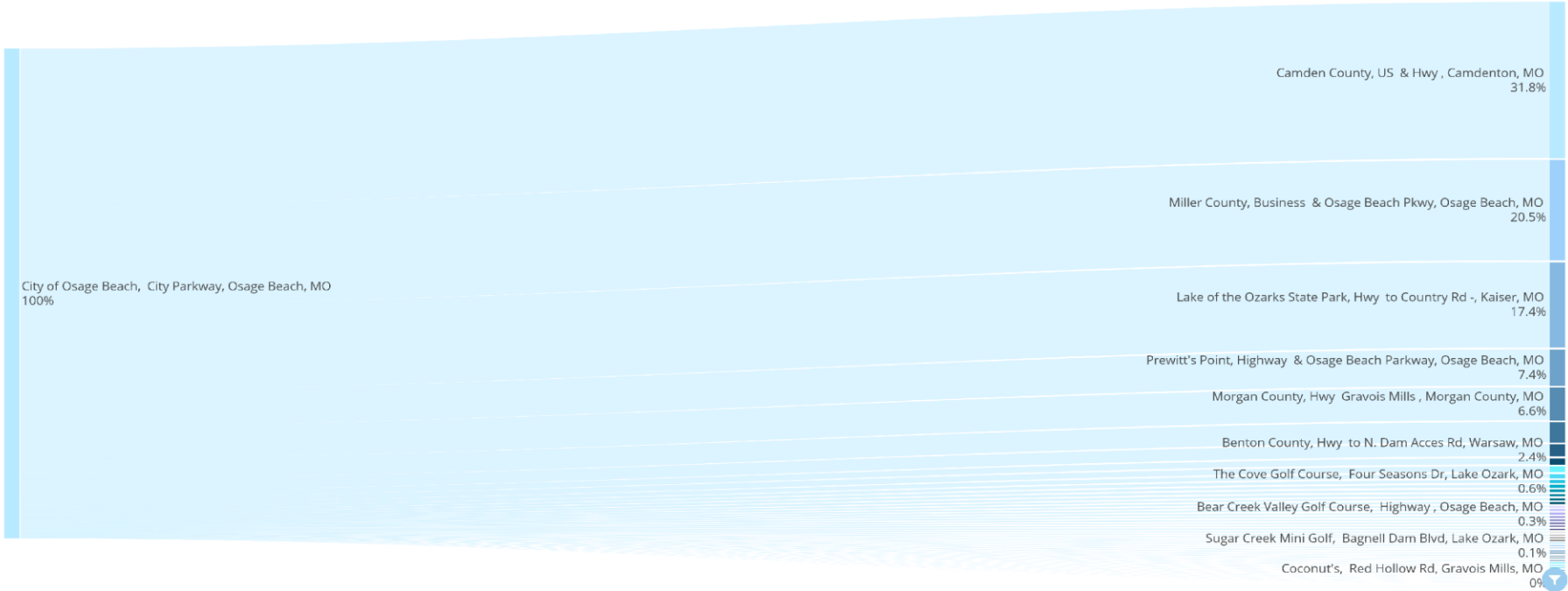
POI Cross Visitation



Top 10 Secondary Points of Interest



POI Cross Visitation by Secondary POI



Appendix:

- **Qualified Arrivals** are defined to be visitors to Lake of the Ozarks, MO that travelled > 50 miles, spent between 4 hours and 2 weeks in destination, and were within the 95th percentile of all repeat visitors to Lake of the Ozarks, MO.
- **Residents** in this context are 'visitors' that were seen to have a common evening location within 50 miles, had a length of stay greater than 2 weeks, and no restrictions on repeat visitation.

**THANK YOU FOR
YOUR PARTNERSHIP!**



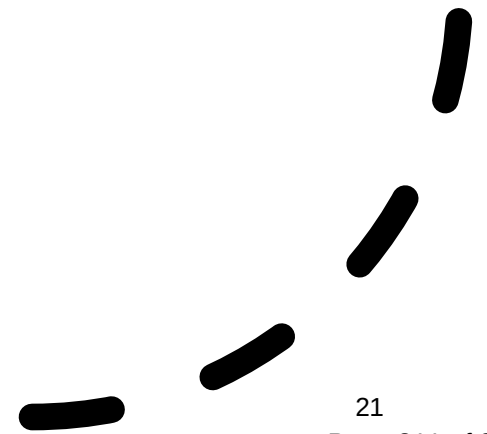


Thank you!!

LAGINA FITZPATRICK, CMP, CHSC
EXECUTIVE DIRECTOR-TCLA

LAGINA@FUNLAKE.COM

573-348-0111





FY25 MARKETING PARTNERSHIP

JULY 1, 2024-JUNE 30, 2025



Tri-County Lodging Association



Matching Marketing Grant- Missouri Division of Tourism

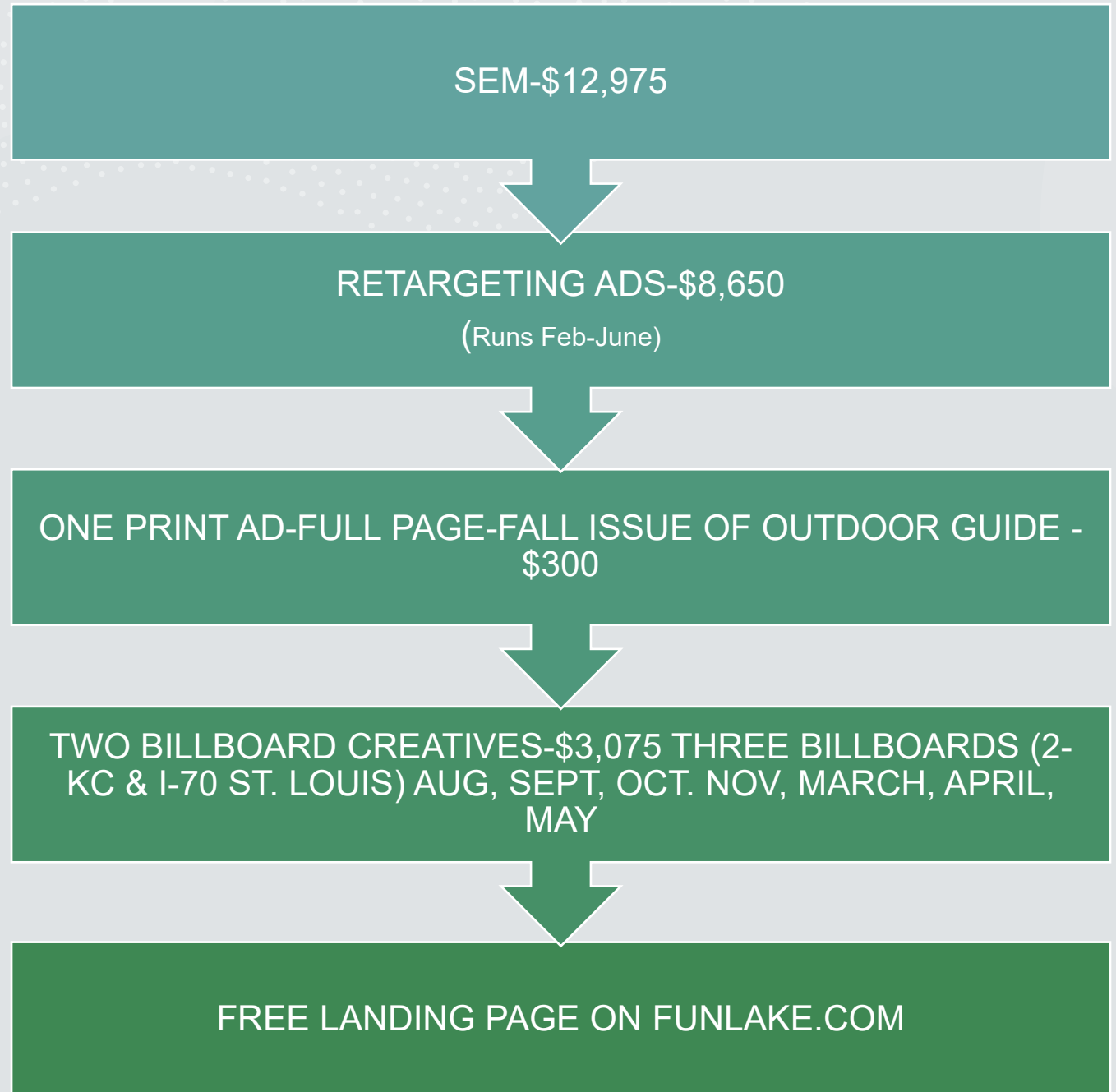
Fiscal Year 2025 The Lake of the Ozarks was approved for \$280,000- Missouri Division of Tourism Matching Marketing Grant for July 1, 2024-June 30, 2025.

Missouri Division of Tourism-50/50 match for FY25.

FY25-Lake of the Ozarks \$280,000 and Missouri Division of Tourism \$280,000 for \$560,000 in Coop Marketing Spend.

City of Osage Beach \$25,000 marketing partner.

FY 24 MARKETING PARTNERSHIP BREAKDOWN





MARKETING PARTNERSHIP FY24 TO DATE

SEM (SEARCH ENGINE MARKETING)

Top Past Key Search Words To Date FY24

- Things To Do in Osage Beach
- Osage Beach Events
- Osage Beach MO
- Osage Beach Fall Festival
- Osage Beach
- Shopping in Osage Beach
- Osage Beach Shopping
- Osage Beach MO Restaurants
- Osage Beach State Park
- Osage Beach Attractions

Reporting-Total Clicks, Total # Impressions, Average Click Thru Rate, Average Cost Per Click

osage beach mo

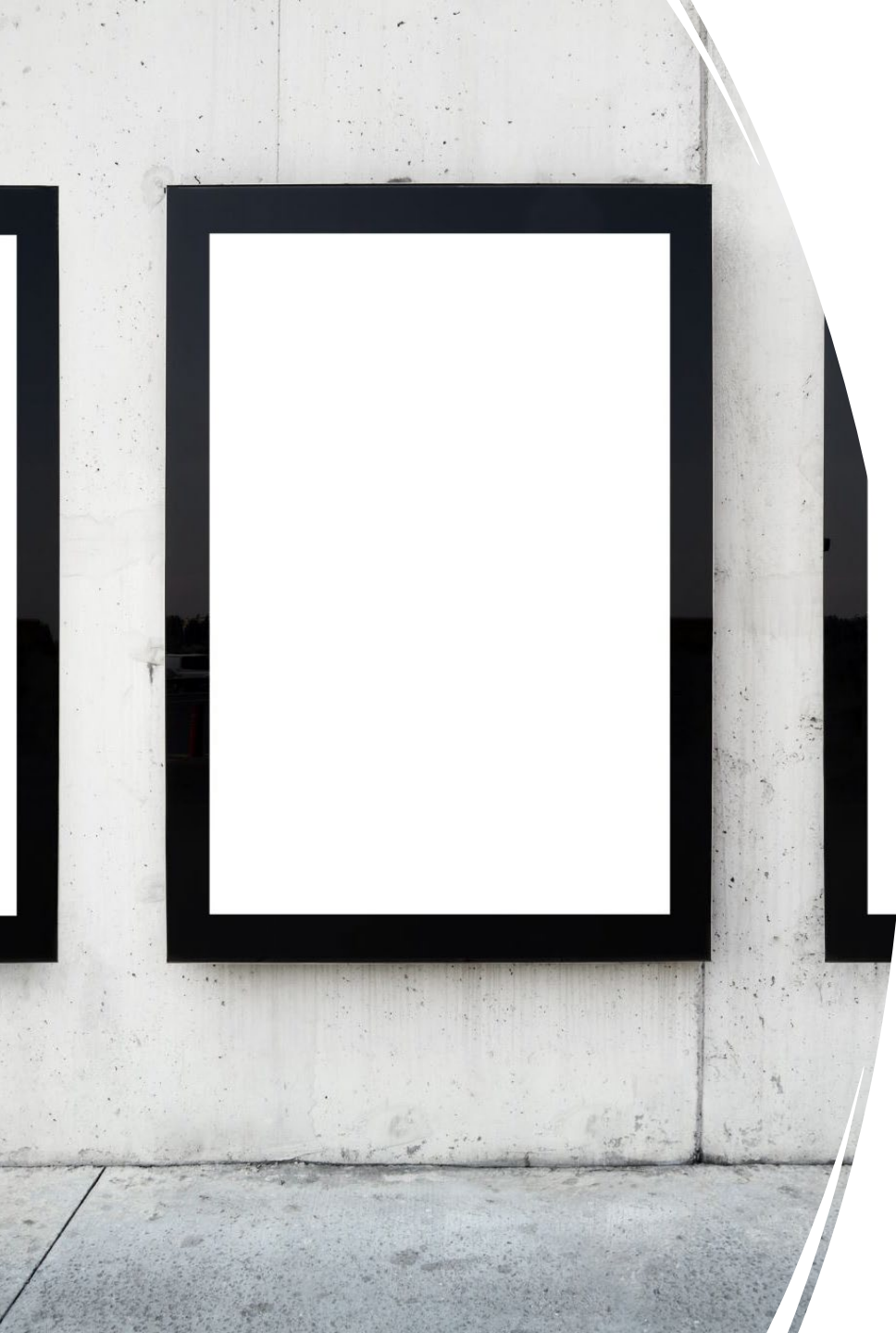
osage beach shopping osage beach osage beach attractions
osage beach in missouri osage beach restaurants
boat rental osage beach outlet mall osage beach missouri
outlet mall osage beach what to do in osage beach mo things to do in osage beach
osage beach outlet mall stores osage beach boat rentals
osage beach missouri shopping in osage beach mo restaurants in osage beach mo
outlet mall osage beach mo osage beach boat rental
osage beach outlet osage beach lake of the ozarks osage beach mo restaurants
osage beach outlet mall osage beach missouri restaurants



SEM OSAGE BEACH FY24 TO DATE

- Total Clicks- 2,800
- Total Impression-28,803
- Average CTR-9.72%
(Benchmark CTR is 4.5%)

(CTR-Click through rate)



FY24 CITY OF OSAGE BEACH ADS

- Outdoor Guide
- Retargeting Ads-Runs February-June
- Billboard Creative



FY24 PRINT CREATIVE- Issue of the Outdoor Guide

Actual Print Size 11x12

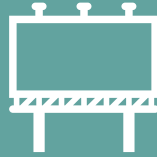
10,500 Copies Printed

1,200 of Printed Mailed to
Subscribers

Balance at Newsstands with a 95-
97% Pickup Rate

80 Locations That include Illinois, St.
Charles County, St. Louis County, St.
Louis, Leasburg, Bourbon and more.

MARKETING PARTNERSHIP



BILLBOARDS-Digital



St. Louis I-70 By Mid-Rivers Mall Area
St. Louis I-44 By Big-Bend Exit (St. Louis County,
Right hand read traveling west approaching the
1-270/1-44 Merge) –Non-Coop Billboard for FY24



Kansas City Bond Bridge 1 Mile North of KC on 35
Kansas City Mill Street 1-35 5 Miles South of KC

BILLBOARD CREATIVE

FY24 Impressions
To Date
Kansas City-
766,686

St. Louis-
549,669

(Osage Beach Partnership) FY2024 - Billboards: 720 pixels x 208 pixels



ADDITIONAL MARKETING PARTNERSHIP BENEFIT

City of Osage Beach
Landing Page on
Funlake.com

Visits to funlake.com FY23
1,271,218
Osage Beach Page
FY23 Page-views
48,162

Please send any updates or events you would like listed on the landing page.

LAKE OF THE OZARKS
Convention & Visitor Bureau

REQUEST A GUIDE/VIEW ONLINE
E-NEWSLETTER SIGN-UP
MAKE AN ITINERARY

LOGGING THINGS TO DO PLAN YOUR TRIP LOCAL SERVICES GROUPS/MEETINGS EVENTS SPECIALS GET TO KNOW US



The  of Lake of the Ozarks



CITY OF OSAGE BEACH

Osage Beach, Missouri is in the heart of Lake of the Ozarks, one of several large man-made lakes in the United States with 92 miles of main channel. It is the Midwest's premier lake destination that boasts world-class boating, shopping, dining, fishing, State parks, and other must-not-miss recreation. Osage Beach is located in central Missouri on US Route 54 about 42 miles southwest of Jefferson City, Missouri, the State's capital. The community is part of a rapidly growing region with excellent schools, beautiful scenery, and endless opportunities that make Osage Beach a desirable place to be.

From mini-golf & go-karts to trampoline parks, Osage Beach is home to several attractions the whole family can enjoy. And some unique shops for the shopping enthusiast.

If you want to spend some time in the great outdoors, Osage Beach can provide you with some great hiking trails, city parks, baseball & softball fields, golf courses, and of course, some of the best boating in the Midwest.

Enjoy some of the finest cuisine both on and off the water at one of the many fine dining establishments located in Osage Beach.

Of course you are going to need some place to stay during your visit. We have you covered there as well with all inclusive resorts, family resorts, bed & breakfasts, hotels, vacation homes & condos, and camping.

For your next Lake vacation, we want to welcome you to the "Heart of Lake of the Ozarks". Osage Beach, Missouri.

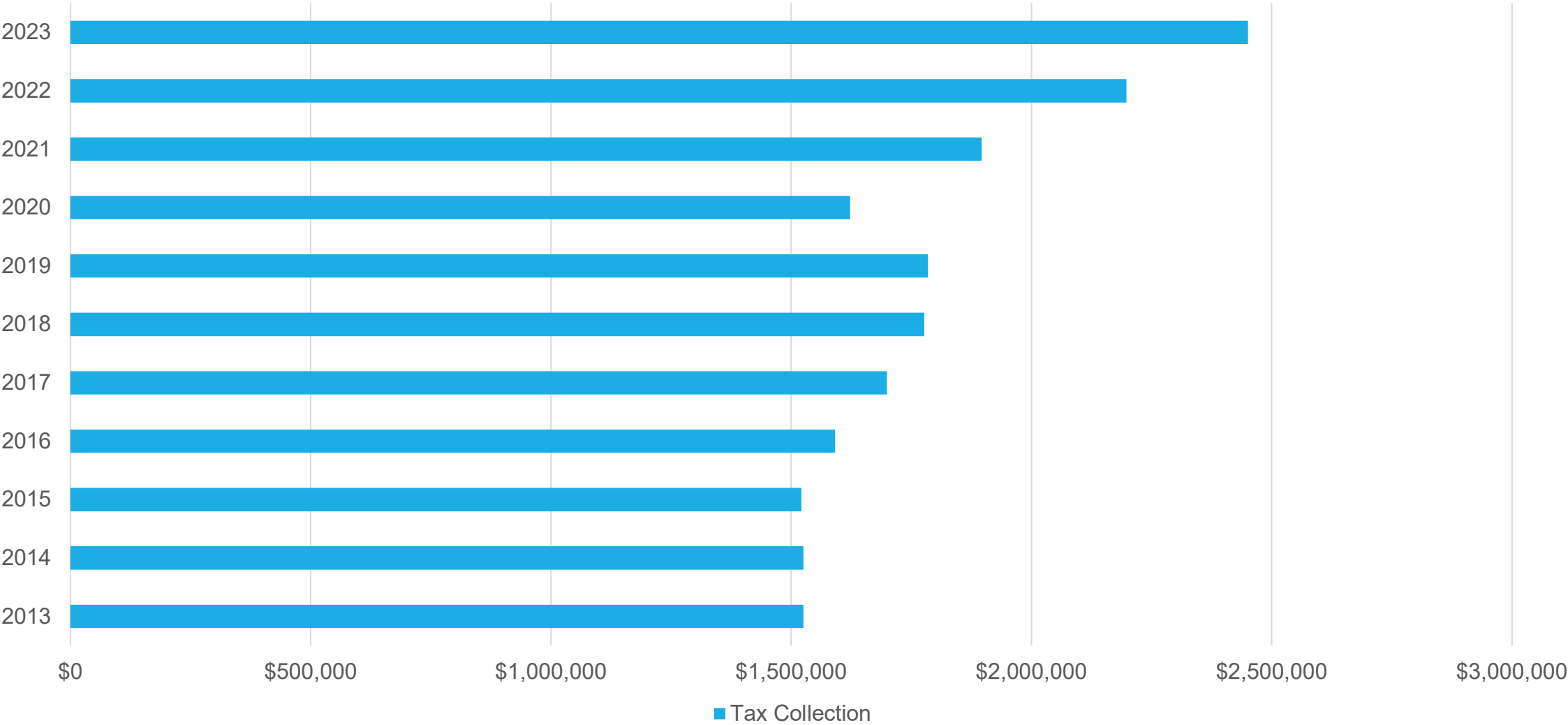
Osage Beach Funlake.com Landing Page

TCLA MARKETING



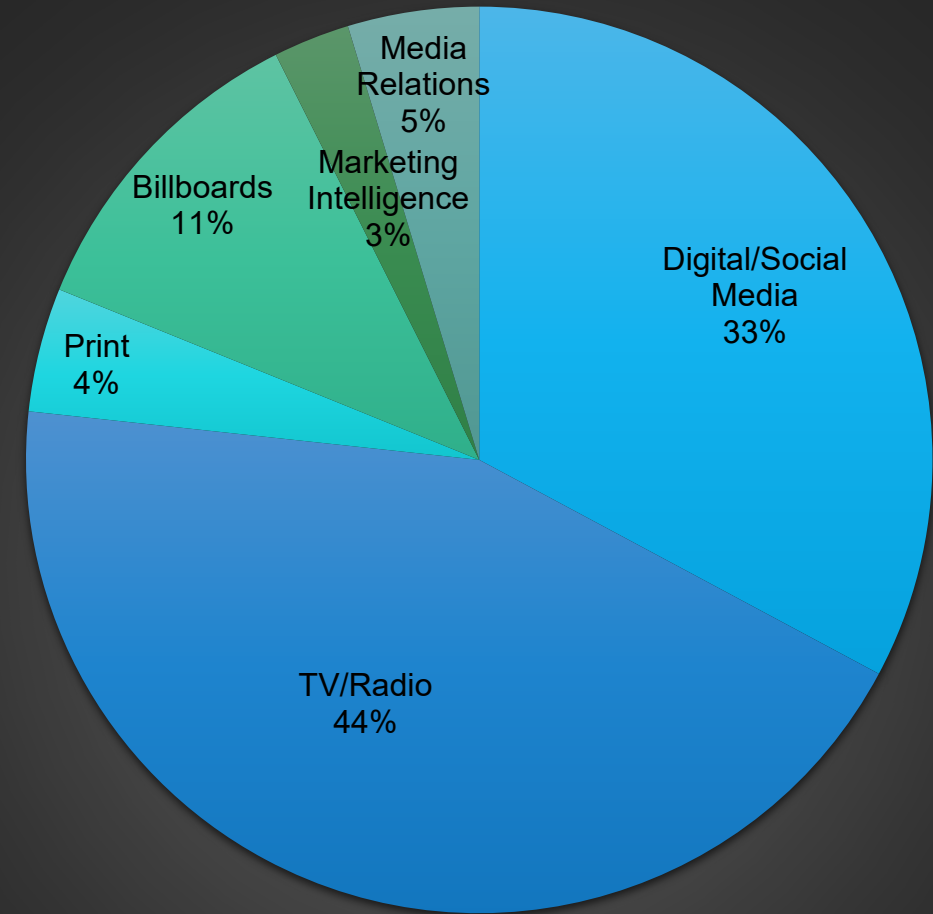
Tri-County Lodging Association

LODGING TAX COLLECTION HISTORY



Marketing Spend by Percentages

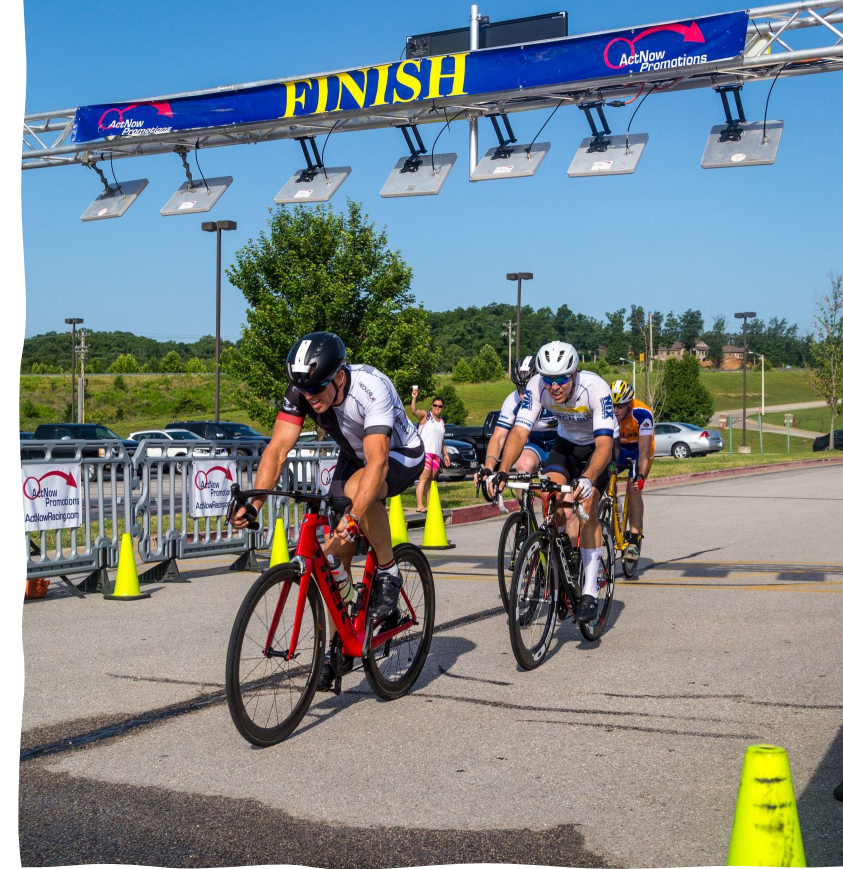
The graph is the expected distribution of the marketing mix by percentage for FY25 joint budget year based on projections and recommended marketing/media relations spend.



■ Digital/Social Media ■ TV/Radio
■ Print ■ Billboards
■ Marketing Intelligence ■ Media Relations

Market Focus

- 8-12 Hour Drive of the Lake of the Ozarks
- Leisure Travel/Outdoor Enthusiasts
- Social Market
- Destination Weddings
- Group/Convention Organizations
- Sports Tourism Market
- Event Attendees



FY25 MARKETING PARTNERSHP OPTIONS



Tri-County Lodging Association



FY25 MARKETING OPTION #1

SEM \$12,975

RETARGETING \$8,950
(FEBRUARY-MAY)

BILLBOARD CREATIVE
3,075

LANDING PAGE ON
FUNLAKE.COM

FY25 MARKETING OPTION #2

SEM \$12,000

GEOFENCING \$10,000
(3 MONTHS)

BILLBOARD CREATIVE
\$3,000

LANDING PAGE ON
FUNLAKE.COM

**THANK YOU FOR
YOUR PARTNERSHIP!**



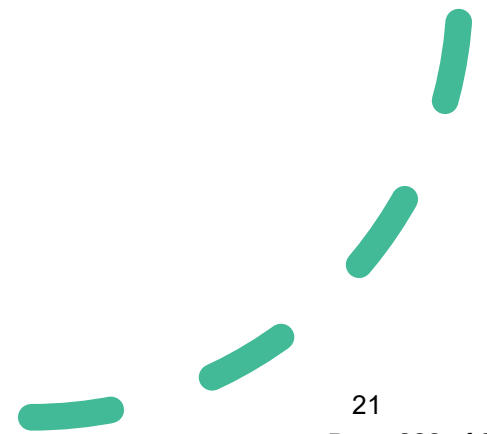


Thank you!!

LAGINA FITZPATRICK, CMP, CHSC
EXECUTIVE DIRECTOR-TCLA

LAGINA@FUNLAKE.COM

573-348-0111



City of Osage Beach
Agenda Item Summary

Date of Meeting: March 21, 2024
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:
Discussion - Osage Beach Population Signs

Requested Action:
Discussion

Ordinance Referenced for Action:
Not Applicable

Deadline for Action:
Not Applicable

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
Not Applicable

City Attorney Comments:
Not Applicable

City Administrator Comments:
Alderman Rucker has requested a discussion as to Population Signs for the City of Osage Beach.

Notes to consider:

- Due to changes to Engineering Policy Guides (EPG), MoDOT will not be installing/maintaining/updating current population signs; any current signs will be removed upon the end of life (TBD on current population sign end of life and subsequent removal),
- EPG state population signs cannot be installed on the same posts as City Limit

signs,

- If there is a desire to have population signs, options include 1) pursue MoDOT permission and a Roles & Responsibility contract with MoDOT for City owned and maintained signs on MoDOT ROW, or 2) find locations NOT within MoDOT ROW for City owned and maintained signs (City ROW or private ROW).
- I estimate Osage Beach has potentially 7 current signs (OB Pkwy -2, HWY 54 -2, HWY D, HWY 42, and HWY KK).

- Camden County Road Property Tax Questions (*City Treasurer, K Bell/City Attorney, Cole Bradbury*)
 - Pending county audit report update.
- Guideline Evaluation
 - Design Guideline Revisions - Street Lights (*Asst. City Administrator, M Welty*)
 - Mayor/Board discussion/draft review December.
 - Incentive Guideline Revisions (*City Administrator, J Woods*)
 - Draft completion estimated TBD.
- Personnel (*HR Generalist, M Raye*)
 - Employee 360 Feedback Process
 - To be included in the Employee Eval process 1st Quarter annually.
- Project Updates / Related Budgeted Items Update
 - Sidewalk Master Plan (*Asst. City Administrator, M Welty*)
 - Updated plan for Mayor/Board discussion December.
 - Swiss Village Treatment Plan (*Public Works Department*)
 - Evaluation study to be completed soon; update on conclusions in December.
 - Tan Tar A Master Plan re: Infrastructure (*Asst. City Administrator, M Welty*)
 - FY2024 Budget partial inclusion as required by other factors; Project list to be discussed during budget workshops in October/pending contract details reconciliation.
 - Tan Tar A Estates Utilities Current Contract Explanation / Rate / Funding Review (*City Attorney, C Bradbury / City Administrator, J Woods*)
 - Remains in process/reconciling contract details; completion TBD.

City Staff contact noted in parenthesis.

- Notes estimated delivery/status.