

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

April 4, 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

PROCLAMATIONS

- A. Proclamation authorizing the Mayor to proclaim:
 - A. National Public Safety Telecommunications Week April 14-20, 2024
 - B. Child Abuse Prevention Month

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.

- ▶ Minutes of Board of Aldermen meeting March 21, 2024
- ▶ Bills List - April 4, 2024

UNFINISHED BUSINESS

- A. 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. *Second Reading*
- B. 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 *Second Reading*
- C. 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. *Second Reading*
- D. 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. *Second Reading*
- E. 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. *Second Reading*

NEW BUSINESS

- A. Public Hearing -- Rezoning Case 423 by WFO Watersports, LLC.
- B. Bill 24-23 - An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case no. 423. *First Reading*
- C. Bill 24-22 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 23.90 Adopting the 2024 Annual Budget, Transfer of Funds for Necessary Expenditures, for necessary equipment in the Transportation Department. *First Reading*

- D. Bill 24-24 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute an amendment to the Missouri Highway and Transportation Commission's State Block Grant agreement for the construction phase of the Lee C. Fine Airport Apron Reconstruction Project. *First and Second Reading*
- E. Bill 24-25 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign task order #2 with Horner and Shifrin Inc for the design, bidding, and construction phase services for the Margaritaville Sewer Line Relocation Project for an amount not to exceed \$46,800. *First Reading*
- F. Bill 24-26 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Prime Rinse for the 2024 Exterior Water Tower Cleaning Project for a not to exceed amount of \$26,500. *First Reading*
- G. Bill 24-27 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute contract modification #1 for Project Number 23-009 with Stockman Construction for the Sands Gravity Main and Manhole Replacement Project for an amount not to exceed \$96,343 *First and Second Reading*
- H. Motion to approve the purchase of 14 sewer control panels from Municipal Equipment Company for an amount not to exceed \$421,718.40 + shipping.
- I. Discussion - Consensus from the Mayor and Board of Aldermen as to the timing of a future Special Board of Aldermen Meeting for the purpose of a workshop to further discuss Water & Sewer User Charges, and to outline the objectives of said workshop to determine whether any additional data and information may be needed by staff.

STAFF COMMUNICATIONS

- A. Department Update List - April 4, 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.



PROCLAMATION

National Public Safety Telecommunications Week

April 14-20, 2024

Whereas, emergencies can occur at anytime that require police, fire or emergency medical services; and

Whereas, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

Whereas, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Osage Beach 911 communications center; and

Whereas, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

Whereas, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and

Whereas, Public Safety Telecommunicators of the Osage Beach Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

Whereas, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

NOW, THEREFORE, I, Michael Harmison, Mayor of the City of Osage Beach, Missouri, do hereby proclaim the week of April 14 through April 20, 2024 as

National Public Safety Telecommunications Week

in Osage Beach, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the official seal of the City of Osage Beach, Missouri, to be affixed this 4th day of April 2024.

Michael Harmison, Mayor

Attest:

Tara Berreth, City Clerk



Child Abuse Prevention Month 2024 Proclamation

WHEREAS; All children deserve to grow up in a safe and nurturing environment, and child well-being is a shared responsibility; and

WHEREAS; child abuse respects no racial, religious, class or geographic boundaries and is a serious and growing problem for thousands of children in Missouri annually; and

WHEREAS; children are the foundation for a prosperous and innovative society, and the foundation for a child's growth and development is established when every community takes responsibility for creating healthy environments where our children can thrive; and

WHEREAS, a child's early experience of being nurtured and developing a bond with a consistent, caring adult affects all aspects of behavior and development and is associated later in life with better academic grades, healthier choices, better health, positive peer interactions, and an increased ability to cope with stress; and

WHEREAS, it is important for all citizens to become more aware of child abuse and the critical need for prevention, and Missouri recognizes the responsibility of every adult to protect children from all forms of child abuse, including child sexual abuse, and recognizes the importance for all adults, youth-serving organizations, schools and communities to form protective barriers around children; and

WHEREAS, effective child abuse prevention programs are essential and succeed because of community partnerships created among citizens, social service agencies, schools, businesses, health facilities, law enforcement agencies, faith-based organizations, civic organizations and other child serving agencies; and

THEREFORE; we, the City of Osage Beach, do hereby proclaim April 2024 as Child Abuse Prevention Month. We support child abuse prevention efforts and education and encourage all citizens to wear blue to build awareness about the importance of prevention of child abuse and neglect; inspire change by focusing on community activities and public policies that prioritize prevention; and promote the social, emotional, and developmental well-being of children and families in safe, stable, nurturing environments.

Now, therefore, I, Michael Harmison, Mayor of the City of Osage Beach, do hereby proclaim the month of April 2024:

CHILD ABUSE PREVENTION MONTH

in the City of Osage Beach.

Mayor

Attest:

City Clerk

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
March 21, 2024**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, March 21, 2024, at 5:30 PM. The following were present in person: Mayor Michael Harmison, Alderman Phyllis Marose, Alderman Justin Hoffman, Alderman Richard Ross, Alderman Kevin Rucker, Alderman Bob O'Steen. Absent Alderman Kellie Schuman. 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 Lieutenant Mike O'Day, City Planner Cary Patterson, Airport Manager Ty Dinsdale, Human Resources Generalist Michael Raye, Building Official Ron White, City Treasurer Karri Bell, Public Works Operations Manager Zak Wilbur, Parks and Rec Manager Eric Gregory and Dave Vanleer Cochran Engineering.

CITIZEN'S COMMUNICATIONS

Fred Catcott - Representing the Veterans Memorial Committee. The City of Osage Beach is the only city that does not have a memorial supporting the Veterans. Would really like to see the boards support on this project.

APPROVAL OF CONSENT AGENDA

Alderman Rucker made a motion to approve the minutes with amended agenda with. This motion was seconded by Alderman Marose. Motion passes with a voice vote. Absent Alderman Schuman

Alderman Ross made a motion to approve the bills list. This motion was seconded by Alderman Marose. Motion passes with a voice vote. Absent Alderman Schuman

Alderman Hoffman made a motion to approve the liquor license for Ballparks National. This motion was seconded by Alderman O'Steen. Mayor called for a roll call vote. "Ayes" Alderman O'Steen, Alderman Ross, Alderman Hoffman. "Nays" Alderman Rucker and Alderman Marose. Motion passes with 3 Ayes 2 nays. Absent Alderman Schuman

UNFINISHED 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. *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 24-09. This motion was seconded by Alderman Hoffman. A roll call was taken to approve the second and final reading of Bill 24-09 and to pass same into ordinance: "Ayes" Alderman Hoffman, Alderman Ross, Alderman O'Steen. "Nays" Alderman Rucker, Alderman Marose. Bill 24-09 fails Absent Alderman Schuman.

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*

Alderman Rucker made a motion to approve the second reading of Bill 24-14. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 24-14 and to pass same into ordinance: “Ayes”, Alderman Marose, Alderman Hoffman, Alderman Ross, Alderman O’Steen, Alderman Rucker. Bill 24-14 was passed and approved as Ordinance 24-14. Absent Alderman Schuman

NEW BUSINESS

Public Hearing - Proposed Water and Sewer User Rate Schedule Changes

City Administrator Jeana Woods explained the water and sewer user rate schedule changes.

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.

See Attached Public Sign in Sheet

Public Comments:

- ✓ Large increase water to much of an increase
- ✓ Social Security does not cover the increase.
- ✓ Ask to spread out over 5 years.
- ✓ Making it too difficult to pay bills and no one can live here.
- ✓ Not planning and setting aside money instead of playing catch up.
- ✓ Vote on a new bond issue
- ✓ Outside of city limits are paying too high as is and not getting represented.
- ✓ Where is the extra money going to be used?

Alderman Rucker made a motion to close the Public Hearing. This motion was seconded by Aldermen Marose. Motion passes with voice vote. Absent Alderman Schuman.

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*

Alderman Rucker made a motion to table Bill 24-12 and Bill 24-13 for a future workshop. This motion was seconded by Aldermen Ross. Motion passes with voice vote. Absent Alderman Schuman.

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*

Tabled in Bill 24-12.

Mayor asked for a 5-minute recess at 6:55pm

Mayor called meeting to order at 7:00 pm

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*

Alderman Rucker made a motion to approve the first reading of Bill 24-15. This motion was seconded by Aldermen Hoffman. Motion passes with voice vote. Absent Alderman Schuman.

Alderman Ross made a motion to approve the second reading of Bill 24-15. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 24-15 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Hoffman, Alderman Ross, Alderman O'Steen, Alderman Rucker. Bill 24-15 was passed and approved as Ordinance 24-15. Absent Alderman Schuman

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*

Alderman Rucker made a motion to approve the first reading of Bill 24-16. This motion was seconded by Aldermen Hoffman. Motion passes with voice vote. Absent Alderman Schuman.

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*

Alderman Rucker made a motion to approve the first reading of Bill 24-17. This motion was seconded by Aldermen Marose. Mayor Harmison asked to have a roll call vote. "Ayes" Alderman Marose, Alderman Hoffman, Alderman Ross, Alderman O'Steen, Alderman Rucker. Absent Alderman Schuman.

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*

Alderman Hoffman made a motion to table Bill 24-18. This motion was seconded by Aldermen Ross. Ayes" Alderman Marose, Alderman Hoffman, Alderman Ross, Alderman O'Steen. "Nays" Alderman Rucker. Bill 24-18 is tabled. Absent Alderman Schuman.

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*

Alderman Hoffman made a motion to approve the first reading of Bill 24-19. This motion was seconded by Aldermen Marose. Motion passes with voice vote. Absent Alderman Schuman.

Bill 24-20 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Crawford, Murphy, 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*

Alderman Rucker made a motion to approve the first reading of Bill 24-20. This motion was seconded by Aldermen Hoffman. Motion passes with voice vote. Absent Alderman Schuman.

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*

Alderman Marose made a motion to approve the first reading of Bill 24-21. This motion was seconded by Aldermen Hoffman. Motion passes with voice vote. Absent Alderman Schuman.

Motion to approve the purchase of three control panels from Municipal Equipment for an amount not to exceed \$196,146.40 + shipping.

Alderman Ross made a motion to approve the purchase of three control panels from Municipal Equipment for an amount not to exceed \$196,146.40 + shipping. This motion was seconded by Alderman Rucker. Motion passes with voice vote. Absent Alderman Schuman.

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.

Alderman Rucker made a 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. This motion was seconded by Alderman Hoffman. Motion passes with voice vote. Absent Alderman Schuman.

Motion to approve the purchase of Neptune water meters from Shulte Supply for an amount not to exceed \$80,549.00.

Alderman Ross made a motion to approve the purchase of Neptune water meters from Shulte Supply for an amount not to exceed \$80,549.00. This motion was seconded by Alderman O'Steen. Motion passes with voice vote. Absent Alderman Schuman.

Motion to approve the purchase of 15 Sulzer sewer pumps from Municipal Equipment for an amount not to exceed \$122,577.75 + shipping.

Alderman Rucker made a motion to approve the purchase of 15 Sulzer sewer pumps from Municipal Equipment for an amount not to exceed \$122,577.75 + shipping. This motion was seconded by Alderman Hoffman. Motion passes with voice vote. Absent Alderman Schuman.

Motion to approve the selection of a TCLA Marketing Partnership option for the marketing partnership program July 1, 2024 - June 30, 2025.

Alderman Ross made a motion to approve the selection of a TCLA Marketing Partnership option #2 for the marketing partnership program July 1, 2024 - June 30, 2025. This motion was seconded by Alderman Marose. Motion passes with voice vote. Absent Alderman Schuman.

Discussion - Osage Beach Population Signs
Alderman Rucker would like to have an official denial from MoDOT regarding population signs. Staff has been instructed to do further research into this topic for a future meeting.

STAFF COMMUNICATIONS

CA Woods – Strategic Planning Meeting and Workshop dates will be forthcoming. MML Elected Officials Training in June. Be on the lookout for emails regarding upcoming events.
ACA Welty – OB Parkway Extension is out for bid.
Parks & Rec Manager Gregory – Disc Golf is underway. Easter Egg hunt is at City Park March 30th.
City Treasurer Bell – Got our first check from the County on the Dierbergs PILOT payment.

Department Update List - March 21, 2024 – see attached.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman Rucker -Financial Webinars at 1pm from MPR are broadcast and are very educational. April 2, Election Day. User Tax and Collector Question. Please get out and vote.

Alderman Hoffman made a motion to adjourn at 8:30pm. This motion was seconded by Alderman Rucker. Motion passes with voice vote. Absent Alderman Schuman.

ADJOURN

There being no further business to come before the Board, the meeting was adjourned at 8:30pm. 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 21, 2024, and approved April 4, 2024.

Tara Berreth/City Clerk

Michael Harmison/Mayor

CITY OF OSAGE BEACH
BOARD OF ALDERMEN

(PLEASE PRINT)

Citizens Communications Sign Up Sheet

This is a set aside on the agenda for citizens and visitors to address the Mayor and the Board on any topics that is not a public hearing. The Board will not act on any item not listed on the agenda, but Mayor and Board welcome and value input and feedback from the public. **Speakers will be restricted to three (3) minutes** unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

NAME

ADDRESS

EMAIL ADDRESS/
PHONE NUMBER

✓ Angelike McDonald 1457 Dogwood 760-660-8355

✓ Bruce Karpen 29 Evening Bay bbkarpen@hotmail.com

✓ VIN SCHNEIDER 5316 GARBLE

✓ Mike Burbank 3730 Osage Beach Pkwy - Kwik Kar

✓ Rick Buttram 1475 SUMMER CT 573-490-1880

✓ Matthew Mayes 826 College Ave 636-697-4443

✓ Fred Catcat 573-552-2901

~~Eric Maltby~~

Maggie Schaffer

Nathan Springfield

Brad Smith

Eric Maltby

Amber Barbazco

Don Smith

Doug Conway

Arlo Black 4504 Sunset Dr.

Heather Brown Bickel

**CITY OF OSAGE BEACH
BILLS LIST
April 4, 2024**

Bills Paid Prior to Board Meeting	\$	376,856.06
Payroll Paid Prior to Board Meeting	\$	193,782.88
SRF Transfer Prior to Board Meeting	\$	37,362.56
TIF Transfers	\$	148,506.37
Bills Pending Board Approval	\$	475,478.77
Total Expenses	\$	<u>1,231,986.64</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	State Withholding	5,673.00
			Fed WH	15,925.44
		INTERNAL REVENUE SERVICE	FICA	10,573.10
			Medicare	2,472.77
		MISSIONSQUARE RETIREMENT	Loan Repayment	111.88
			Loan Repayment	353.97
			Loan Repayment	69.40
			Loan Repayment	139.12
			Loan Repayment	98.17
			Loan Repayment	153.05
			Loan Repayment	112.29
			Loan Repayment	109.86
			Retirement 457 &	5,577.05
			Retirement 457	2,184.60
			Loan Repayments	166.79
			Loan Repayments	102.82
			Loan Repayments	85.61
			Loan Repayments	205.92
			Loan Repayments	584.27
			Loan Repayments	275.61
			Loan Repayments	127.21
			Retirement Roth IRA	402.00
		LAKE OZARK MUNICIPAL COURT	OTHER AGENCY CASH BOND	50.00
		OPTUM BANK INC	HSA Contribution	488.33
			HSA Family/Dep. Contributi	2,123.07
		ONE TIME VENDOR O'FALLON MUNICIPAL COU	OTHER AGENCY CASH BOND	<u>100.00</u>
			TOTAL:	48,265.33
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	163.78
			Medicare	38.33
		MISSIONSQUARE RETIREMENT	Retirement 401%	71.00
			Retirement 401	142.00
		EBLING, SUSAN	PLANNING COMMISSION MEETIN	25.00
			PLANNING COMMISSION MEETIN	25.00
		BLAIR, ALAN	PLANNING COMMISSION MEETIN	25.00
			PLANNING COMMISSION MEETIN	25.00
		MORGAN, BILL	PLANNING COMMISSION MEETIN	25.00
			PLANNING COMMISSION MEETIN	25.00
		SCHUSTER, ANGIE	PLANNING COMMISSION MEETIN	25.00
		MACKAY, BILL	PLANNING COMMISSION MEETIN	25.00
		KAUTZ, CHAD	PLANNING COMMISSION MEETIN	<u>25.00</u>
			TOTAL:	640.11
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.25
			Medicare	<u>1.46</u>
			TOTAL:	7.71
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	840.43
			Medicare	196.55
		MISSIONSQUARE RETIREMENT	Retirement 401%	301.34
			Retirement 401	831.39
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	2,357.21
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	153.83

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	35.98
		ROWLAND A TODD, CAMDEN COUNTY CLERK	APRIL 2024 ELECTION COSTS	2,304.74
		MISSIONSQUARE RETIREMENT	Retirement 401%	78.01
			Retirement 401	156.03
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	2,803.59
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	722.79
			Medicare	169.04
		MISSIONSQUARE RETIREMENT	Retirement 401%	356.62
			Retirement 401	713.24
		OPTUM BANK INC	HSA Contribution	18.75
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	2,130.44
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	142.91
			Medicare	33.42
		MISSIONSQUARE RETIREMENT	Retirement 401%	71.05
			Retirement 401	142.10
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	464.48
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	362.51
			Medicare	84.78
		MISSIONSQUARE RETIREMENT	Retirement 401%	178.39
			Retirement 401	356.79
		INTERNATIONAL MUNICIPAL LAWYERS ASOC	2024 IMLA MEMBRSHIP-BRADBUR	393.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,450.47
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	706.79
			Medicare	165.30
		MISSIONSQUARE RETIREMENT	Retirement 401%	306.84
			Retirement 401	704.60
		MABCA	2024 MABCA CONF- J. JOHNS	175.00
		WEX INC	BLDG DEPT FUEL	145.30
		PRINCIPAL LIFE INSURANCE COMPANY	NOV 2023 STD FICA	30.60
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	2,459.43
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 2/13-3/13/24	39.24
			CITY HALL SVC 2/13-3/13/24	3,169.52
		INTERNAL REVENUE SERVICE	FICA	67.65
			Medicare	15.82
		LOWE'S	MATERIALS- DOG KENNEL REPA	23.94
		COCHRAN ENGINEERING	BUILDING IMPROV ENG 01/202	2,535.00
		WOODLEY BUILDING MAINTENANCE	CITY HALL JANITORIAL SERVI	<u>3,360.85</u>
			TOTAL:	9,212.02
Parks	General Fund	INTERNAL REVENUE SERVICE	FICA	693.27
			Medicare	162.14
		MISSIONSQUARE RETIREMENT	Retirement 401%	336.83
			Retirement 401	673.66
		LOWE'S	SPRAY PAINT,CLNR,TP,MOTH B	92.67
			LOCKS- SOCCER FIELD LIGHTS	44.82
			BATTERIES	12.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FIBERGLASS SQUEEGEE	66.46
			BOARD INSULATION	18.58
			DUCT TAPE	19.89
			WOOD PELLETS	62.60
			AIR COMPRESSOR HOSE	66.48
			PRESSURE WSHR, TRSH BAGS, CL	308.29
			SAW BLADES	46.51
			HEX BOLTS	9.29
		WEX INC	PARK DEPT FUEL	456.94
		AMEREN MISSOURI	LWR DIAMOND LTS 2/6-3/6/24	16.36
			HATCHERY RD SIGN 2/13-3/13	62.00
			CP MAINT BLDG 2/13-3/13/24	66.88
			CP #2 DISPLAY C 2/13-3/13/	12.16
			CP SOCCER FIELDS 2/14-3/13	23.07
			CP #2 DISPLAY D 2/13-3/13/	12.16
			CP BALL FIELDS 2/13-3/13/2	860.82
			CP #2 DISPLAY B 2/13-3/13/	12.16
			CP #2 DISPLAY A 2/13-3/13/	13.32
			HWY 42 BALLPARK LTS 2/6-3/	37.08
			CP #2 IRRIG PUMP 2/13-3/13	12.16
		COCHRAN ENGINEERING	IRRIGATION ENG 01/2024	1,320.00
			PARK IMPROV ENG 01/2024	11,295.00
			PARK IMPROV ENG 02/2024	4,837.50
		OPTUM BANK INC	HSA Contribution	112.50
			TOTAL:	21,763.93
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	220.79
			Medicare	51.63
		MISSIONSQUARE RETIREMENT	Retirement 401%	109.84
			Retirement 401	219.68
		OPTUM BANK INC	HSA Contribution	18.75
			HSA Family/Dep. Contributi	75.00
			TOTAL:	695.69
Overhead	General Fund	CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL CABLE	72.99
		MO DEPT OF LABOR & IND RELATIONS	2023 3RD QTR UNEMPLOYMENT	1,067.24
			2023 4TH QTR UNEMPLOYMENT	3,001.44
		MARCO	CH COPIER LEASE 1/26-2/25/	356.28
			TOTAL:	4,497.95
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	4,743.50
			Medicare	1,109.37
		MISSIONSQUARE RETIREMENT	Retirement 401%	2,032.22
			Retirement 401	4,669.75
		MORLEY, TRAVIS	MEALS GRIN TRNG- T. MORLEY	145.00
		WEX INC	POLICE DEPT FUEL	4,042.94
			POLICE DEPT CAR WASHES	61.00
		PRINCIPAL LIFE INSURANCE COMPANY	FEB 2024 STD FICA	218.57
		OPTUM BANK INC	HSA Contribution	187.50
			HSA Family/Dep. Contributi	1,050.00
		MARCO	PD COPIER LEASE 1/26-2/25/	182.13
			TOTAL:	18,441.98
911 Center	General Fund	AT & T/CITY HALL	911 PHONE SVC 2/23/24	1,005.53
		INTERNAL REVENUE SERVICE	FICA	1,334.72
			Medicare	312.15

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MISSIONSQUARE RETIREMENT	Retirement 401%	380.48
			Retirement 401	1,170.90
		CHARTER COMMUNICATIONS HOLDING CO LLC	COMM CABLE	40.65
		PRINCIPAL LIFE INSURANCE COMPANY	NOV 2023 STD FICA	284.15
		OPTUM BANK INC	HSA Contribution	75.00
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	4,753.58
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	201.26
			Medicare	47.07
		MISSIONSQUARE RETIREMENT	Retirement 401%	100.88
			Retirement 401	201.77
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	625.98
Engineering	General Fund	COCHRAN ENGINEERING	GENERAL ENG 01/2024	37,107.50
			GENERAL ENG 02/2024	<u>51,211.59</u>
			TOTAL:	88,319.09
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	212.62
			Medicare	49.73
		MISSIONSQUARE RETIREMENT	Retirement 401%	106.16
			Retirement 401	212.31
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	655.82
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	588.85
		INTERNAL REVENUE SERVICE	Fed WH	1,290.14
			FICA	1,103.96
			Medicare	258.18
		MISSIONSQUARE RETIREMENT	Retirement 457 &	366.97
			Retirement 457	188.00
		OPTUM BANK INC	HSA Contribution	52.15
			HSA Family/Dep. Contributi	<u>50.40</u>
			TOTAL:	3,898.65
Transportation	Transportation	INTERNAL REVENUE SERVICE	FICA	1,103.97
			Medicare	258.18
		MISSIONSQUARE RETIREMENT	Retirement 401%	370.10
			Retirement 401	920.50
		WEX INC	TRANS DEPT FUEL	2,609.52
		AMEREN MISSOURI	5757 CHAPEL SVC 2/14-3/14/	280.00
		AMEREN MISSOURI	792 PASSOVER LTS 2/13-3/13	17.03
			1095 MACE RD LTS 2/13-3/13	31.56
			1075 NICHOLS LTS 2/14-3/14	43.33
			872 PASSOVER LTS 2/13-3/13	20.52
			KK DR PALISADES LTG 2/1-3/	97.88
			MACE RD RNDABT 2/13-3/13/2	15.47
			680 PASSOVER LTS 2/13-3/13	17.32
			MAIN SALT BLDG 2/7-3/7/24	12.16
			ST LTG SVC 2/1-3/1/24	4,153.01
			CUST OWNED LTG 2/1-3/1/24	342.30
			NICHOLS VIEW LTG 2/1-3/1/2	153.24
		COCHRAN ENGINEERING	STREETS MISC ENG 01/2024	8,690.00
			SPECIAL RD DISCTRICK 01/20	37.50
		OPTUM BANK INC	HSA Contribution	49.64

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	275.25
		WOODLEY BUILDING MAINTENANCE	PW- TRANS JANITORIAL SERVI	596.07
		MARCO	PW COPIER LEASE 1/26-2/25/	<u>60.71</u>
			TOTAL:	20,155.26
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	WATER SALES TAX	3,847.76
			State Withholding	611.96
		INTERNAL REVENUE SERVICE	Fed WH	1,843.64
			FICA	1,001.78
			Medicare	234.30
		MISSIONSQUARE RETIREMENT	Retirment 457 &	692.95
			Retirement 457	101.00
		OPTUM BANK INC	HSA Contribution	48.21
			HSA Family/Dep. Contributi	<u>69.80</u>
			TOTAL:	8,451.40
Water	Water Fund	INTERNAL REVENUE SERVICE	FICA	1,001.79
			Medicare	234.31
		MISSIONSQUARE RETIREMENT	Retirement 401%	493.85
			Retirement 401	987.71
		LOWE'S	STRETCH WRAP & BOARDS	186.97
		WEX INC	WATER DEPT FUEL	577.59
		AMEREN MISSOURI	5757 CHAPEL SVC 2/14-3/14/	280.00
		AMEREN MISSOURI	LK RD 54-29 WELL 2/13-3/13	503.91
			BLUFF RD TOWER 2/7-3/7/24	2,338.18
			COLLEGE WELL 02/06-03/06/2	749.54
			COLUMBIA CLG WELL 2/13-3/1	2,053.21
			COLUMBIA TWR POLE 2/13-3/1	194.63
		DEVORE, CALEB	MILEAGE REIMB 3/2-3/8/24	58.96
		COCHRAN ENGINEERING	CONNECTING WTR ENG 01/2024	112.50
			TOWER & WELL IMPROV 01/202	37.50
			CONNECTING WTR ENG 02/2024	120.00
			TWR & WELL IMPROV ENG 02/2	1,782.50
		OPTUM BANK INC	HSA Contribution	88.21
			HSA Family/Dep. Contributi	200.25
		WOODLEY BUILDING MAINTENANCE	PW- WATER JANITORIAL SERVI	596.07
		MARCO	PW COPIER LEASE 1/26-2/25/	<u>60.71</u>
			TOTAL:	12,658.39
NON-DEPARTMENTAL	Sewer Fund	FAMILY SUPPORT PAYMENT CENTER	Case #21281919	300.00
		MO DEPT OF REVENUE	State Withholding	841.19
		INTERNAL REVENUE SERVICE	Fed WH	1,905.11
			FICA	1,499.49
			Medicare	350.69
		MISSIONSQUARE RETIREMENT	Retirment 457 &	613.69
			Retirement 457	99.00
		OPTUM BANK INC	HSA Contribution	37.14
			HSA Family/Dep. Contributi	<u>277.30</u>
			TOTAL:	5,923.61
Sewer	Sewer Fund	INTERNAL REVENUE SERVICE	FICA	1,499.47
			Medicare	350.68
		MISSIONSQUARE RETIREMENT	Retirement 401%	477.32
			Retirement 401	1,484.94
		LOWE'S	DUCT TAPE- LIFT STN REPAIR	15.18
			PVC PARTS- VAPEX	8.01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SEED BLANKET,GRASS SEED,ST	433.99
			CONDUIT FITTINGS- VAPEX	2.83
			SWIVEL HASPS- PANELS	9.01
			SHOVELS, RAKE, QUIKRETE	559.47
			BUCKETS-TTA MANHOLE REPAIR	94.60
			CONDUIT FITTINGS- VAPEX	9.58
		STOCKMAN CONSTRUCTION CORP	SANDS GRAVITY SWR REPLACEM	74,366.00
		WEX INC	SEWER DEPT FUEL	1,885.22
		AMEREN MISSOURI	5757 CHAPEL SVC 2/14-3/14/	280.01
			GRINDER PUMPS & LIFT STATI	4,322.38
		COCHRAN ENGINEERING	LIFT STN IMPROV ENG 01/202	865.00
			PROFESSIONAL SVC ENG 02/20	2,497.50
			LIFT STN IMPROV ENG 02/202	5,250.00
			TTA ESTATES REHAB 02/2024	3,032.50
		CAMPBELL, FRANK	MILEAGE REIMB 3/8-3/15/24	98.49
		OPTUM BANK INC	HSA Contribution	49.65
			HSA Family/Dep. Contributi	424.50
		WOODLEY BUILDING MAINTENANCE	PW- SEWER JANITORIAL SERVI	596.08
		MARCO	PW COPIER LEASE 1/26-2/25/	60.72
		BRISON, TODD	MILEAGE REIMB 3/1-3/8/24	109.88
			TOTAL:	98,783.01
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	624.00
		INTERNAL REVENUE SERVICE	Fed WH	1,554.98
			FICA	1,405.49
			Medicare	328.70
		MISSIONSQUARE RETIREMENT	Loan Repayment	156.06
			Loan Repayment	60.66
			Loan Repayment	43.54
			Loan Repayment	88.93
			Retirment 457 &	284.71
			Loan Repayments	188.62
		OPTUM BANK INC	HSA Family/Dep. Contributi	100.00
			TOTAL:	4,835.69
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	1,405.49
			Medicare	328.70
		MISSIONSQUARE RETIREMENT	Retirement 401%	284.71
			Retirement 401	783.85
		CHARTER COMMUNICATIONS HOLDING CO LLC	AMB CABLE	40.58
		WEX INC	AMB FUEL	421.44
		OPTUM BANK INC	HSA Family/Dep. Contributi	225.00
			TOTAL:	3,489.77
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	LCF SALES TAX	1,102.55
			State Withholding	365.04
		INTERNAL REVENUE SERVICE	Fed WH	762.54
			FICA	628.09
			Medicare	146.89
		MISSIONSQUARE RETIREMENT	Retirment 457 &	39.72
			Retirement 457	53.11
			Loan Repayments	30.39
			Loan Repayments	37.15
		OPTUM BANK INC	HSA Family/Dep. Contributi	63.11
			TOTAL:	3,228.59

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT				
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	LCF RD WELL 2/7-3/7/24	12.16				
			KAISER TRMNL BLDG 2/7-3/7/	227.03				
			LCF HANGAR 2 2/7-3/7/24	22.53				
			LCF NEW AP HANGAR 2/7-3/7/	42.54				
			INTERNAL REVENUE SERVICE	FICA	628.09			
				Medicare	146.89			
			MISSIONSQUARE RETIREMENT	Retirement 401%	133.48			
				Retirement 401	544.63			
			LOWE'S	MOTION SENSOR LIGHTS	26.56			
			WEX INC	LCF FUEL	80.08			
			OPTUM BANK INC	HSA Contribution	37.50			
				HSA Family/Dep. Contributi	203.11			
			WOODLEY BUILDING MAINTENANCE	LCF JANITORIAL SERVICES	<u>851.93</u>			
				TOTAL:	2,956.53			
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	GG SALES TAX	25.72				
			State Withholding	120.96				
			INTERNAL REVENUE SERVICE	Fed WH	419.29			
				FICA	326.43			
				Medicare	76.34			
			MISSIONSQUARE RETIREMENT	Retirment 457 &	19.86			
				Retirement 457	21.89			
			OPTUM BANK INC	HSA Family/Dep. Contributi	<u>46.89</u>			
				TOTAL:	1,057.38			
			Grand Glaize Airport	Grand Glaize Airpo	INTERNAL REVENUE SERVICE	FICA	326.43	
						Medicare	76.34	
						MISSIONSQUARE RETIREMENT	Retirement 401%	58.51
							Retirement 401	325.71
						OPTUM BANK INC	HSA Family/Dep. Contributi	96.89
WOODLEY BUILDING MAINTENANCE	GG JANITORIAL SERVICES	<u>434.00</u>						
	TOTAL:	1,317.88						
TIF - Arrowhead	TIF - Arrowhead	ARROWHEAD DEVELOPMENT GROUP LLC	DVLPR REIMB CID 1/17-3/14/	<u>555.09</u>				
			TOTAL:	555.09				

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
------------	------	-------------	-------------	--------

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

10	General Fund	209,544.81
20	Transportation	24,053.91
30	Water Fund	21,109.79
35	Sewer Fund	104,706.62
40	Ambulance Fund	8,325.46
45	Lee C. Fine Airport Fund	6,185.12
47	Grand Glaize Airport Fund	2,375.26
62	TIF - Arrowhead	555.09

GRAND TOTAL: 376,856.06

TOTAL PAGES: 8

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Administrator	General Fund	AMAZON CAPITAL SERVICES INC	BUSINESS CARD HOLDER	14.98
			DRY ERASE BOARD CLEANING S	<u>14.47</u>
			TOTAL:	29.45
City Clerk	General Fund	MILLER CO CLERK LAKE SUN LEADER 81525 & 1586450 ALPHAGRAPHS OF OSAGE BEACH J.P COOKE CO	2024 MUNICIPAL ELECTION CO	195.35
			2023 TIF ANNUAL STATEMENTS	325.50
			BUSINESS CARDS- T. BERRETH	44.50
			DOG TAGS	<u>88.65</u>
			TOTAL:	654.00
City Treasurer	General Fund	STAPLES BUSINESS ADVANTAGE	TONER	<u>176.92</u>
			TOTAL:	176.92
Municipal Court	General Fund	AMAZON CAPITAL SERVICES INC	SELF-INKING STAMP	<u>13.98</u>
			TOTAL:	13.98
Building Maintenance	General Fund	AMERICAN STAMP & MARKING PRODUCTS INC	NAMEPLATE- J. WINCHESTER	36.60
			NAMEPLATE- S. FRANKLIN	22.70
			NAMEPLATES -KAUTZ, STUART	68.10
		ATR LIGHTING ENTERPRISES INC	LIGHT BULBS	93.80
			CH FLOOR MATS	143.75
			CH FLOOR MATS	143.75
		CINTAS CORPORATION	CUPS	85.82
			SWEET N LOW SWEETENER	7.98
			RPLCMNT TABLE- PD RESTROOM	165.97
		AMAZON CAPITAL SERVICES INC	PAPER TOWELS	81.10
			2ND QTR 2024 ELEVATOR SVC	543.99
			5-GAL BOTTLED WATER	7.95
		LINDYSPRING LAKE OF THE OZARKS	5-GAL BOTTLED WATER	7.95
			NICK'S TRUE VALUE HARDWARE	4.29
			RETURN 2" BINDER RING	4.29-
		SHERLOCK HOME INSPECTIONS LLC	CH PEST CONTROL	<u>105.00</u>
			TOTAL:	1,514.46
Parks	General Fund	LAKE RECHARGE & FIRE EQUIPMENT LLC	FIRE EXT INSPCTN & RECHRG-	162.75
			PARTS TO REPAIR PARK BENCH	22.00
		DAM STEEL SUPPLY	WATER FILTERS	264.00
			BREAKER BOX LOCKS	<u>31.96</u>
			TOTAL:	480.71
Human Resources	General Fund	LAKE REGIONAL OCCUPATIONAL MEDICINE	PRE EMPLOYMENT SCREENING	180.00
			TABLE COVERS FOR JOB FAIRS	321.20
		ALPHAGRAPHS OF OSAGE BEACH	PSYCHOLOGICAL EVALUATIONS	<u>300.00</u>
			TOTAL:	801.20
Police	General Fund	PURCELL TIRE & RUBBER CO	4 TIRES, MOUNT & BALANCE-P	677.16
			PD VEHICLE LETTERING/GRAPH	1,770.00
			UNIFORM ACCESSORIES-T. MOR	443.00
		THE FINISHING TOUCH COMPANY	UNIFORM- K. SHELTON	637.49
			UNIFORM- K. SHELTON	469.50
			UNIFORM PANTS & SHIRT- LEY	85.50
		LEON UNIFORM CO INC	UNIFORM- E. ROEDIGER	915.50
			INTAKE VALVE REPAIRS-PD 17	3,509.83
			OIL CHNG & BRKE SYSTM REP-	272.18
		HEDRICK MOTIV WERKS LLC	OIL CHANGE- PD 27	90.00
			ID BADGES	391.49
		BEISHIR LOCK & SECURITY		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMAZON CAPITAL SERVICES INC	LABEL PRINTER	256.98
		DESERT SNOW	CRMNL INTERDICTN WKSHP-WRI	<u>699.00</u>
			TOTAL:	10,217.63
911 Center	General Fund	INTRADO LIFE & SAFETY SOLUTIONS CORPOR	V-VAAS MTHLY FEE 3/1-3/31/	<u>4,065.00</u>
			TOTAL:	4,065.00
Information Technology	General Fund	TYLER TECHNOLOGIES INC	EXECUTIME MAINT 5/2024-4/2	10,480.11
		AMAZON CAPITAL SERVICES INC	10 DELL MONITORS	<u>1,864.90</u>
			TOTAL:	12,345.01
Emergency Management	General Fund	AB PEST CONTROL INC	PEST CONTROL- STORM SIRENS	272.00
			PEST CONTROL- STORM SIRENS	<u>270.00</u>
			TOTAL:	542.00
Transportation	Transportation	RP LUMBER INC	CONCRETE-SHOP PRKNG LOT	35.94
			LUMBER & LEVEL	41.94
		ECONO SIGNS & BARRICADE LLC	STOP SIGNS	600.91
			BLANK ALUMINUM SIGNS	758.20
		O'REILLY AUTOMOTIVE STORES INC	GAS CAN & AIR PLUG- WEEDEA	31.36
		LAKE SUN LEADER 81525 & 1586450	INV TO BID- OB ROAD IMPROV	135.80
		CONSOLIDATED ELECTRICAL DISTR, INC	FIBER BOX FOR SHOP	950.00
		CROWN POWER & EQUIPMENT	METAL FORK TAG FOR FORKLIF	250.00
		CWD SUPPLY	BROOM,ADAPTER,SCREED,PLACE	560.25
		DAM STEEL SUPPLY	CULVERT BAND- PW CULVERT	272.00
		COMFORT CARE	PW AC/HEAT REPAIR	193.93
		MAGRUDER LIMESTONE CO INC	1" MINUS- ALL CITY STREETS	442.55
			1" MINUS & 4-6" CLEAN-STRE	456.73
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	219.33
			TRANS DEPT FLOOR MATS	12.25
		WILLARD ASPHALT PAVING INC	COLD MIX- POT HOLE REPAIRS	404.80
		DELTA GASES INC	ACETYLENE FOR WELDER	66.50
		AMAZON CAPITAL SERVICES INC	WIDE LOAD TRAFFIC SIGNS	35.12
			AIR GUN- CASE BACKHOE	38.07
			LOCATOR PAINT	89.94
		COCHRAN ENGINEERING	OB RD IMPROV SUP #8 SC23-1	12,275.70
		MO DEPARTMENT OF CORRECTIONS	WORK AGREEMENT 2/10-3/10/2	469.00
		RADARSIGN LLC	CONCRETE FORM KIT	185.00
		THE BUILDERS' ASSOCIATION	PW SAFETY TRAINING	<u>300.00</u>
			TOTAL:	18,825.32
Water	Water Fund	CORE & MAIN LP	SERVICE CHARGE	113.23
			ALPHA COUPLERS	7,548.72
			PRTS- OZARK READY MIX METE	368.83
			1.5 X 6 BANDS	170.02
			ADAPTERS, NIPPLES, DIP	1,480.11
			PARTS- COBBLESTONE MAIN RE	230.00
		ULINE	SHELVING	3,017.27
		COMFORT CARE	PW AC/HEAT REPAIR	193.93
		MO DEPT OF NATURAL RESOURCES	DS-II CERT- J. LUTTRELL	60.00
		ALPHAGRAPHS OF OSAGE BEACH	BUSINESS CARDS- C. DEVORE	44.50
		CINTAS CORPORATION	WATER DEPT UNIFORMS	177.55
			WATER DEPT FLOOR MATS	12.24
		AMAZON CAPITAL SERVICES INC	DOCUMENT SCANNER	234.00
			WORK LIGHTS	1,101.39
			LOCATOR PAINT	89.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		THE BUILDERS' ASSOCIATION	PW SAFETY TRAINING	300.00
			TOTAL:	15,141.73
Sewer	Sewer Fund	UNITED RENTALS (NORTH AMERICA) INC	MINI EXCAVATR & TRLR-ELBOW	1,520.08
		MUNICIPAL EQUIPMENT CO	SULZER PUMPS- STOCK	260,225.00
			STOCK ELECTRICAL PARTS	75,452.90
		KNAPHEIDE TRUCK INC	DOOR HANDLE- TRK 65	245.00
			CREDIT FOR ROTARY LATCH	245.00
			ROTARY LATCH- TRK 65	245.00
			REPAIR RECEIVERS- TRK 71	1,978.61
			REPAIR CRANE- TRK 67	706.57
		O'REILLY AUTOMOTIVE STORES INC	HYDRAULIC OIL- SMALL PUMP	71.88
			HYDRAULIC OIL- PUMP TRUCK	23.96
			HITCH PIN- TRK 74	14.99
		LAKE SUN LEADER 81525 & 1586450	RFP- TRAILER PUMP PURCHASE	78.40
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	FEB MONTHLY FLOWS	43,304.97
		CORE & MAIN LP	PVC PARTS-491 ELBOW CAY RE	476.32
			HAND WIPES	19.67
			HYDRO PLUG	56.16
			PVC CAPS-491 & 443 ELBOW C	15.37
		COMFORT CARE	PW AC/HEAT REPAIR	193.94
		MAGRUDER LIMESTONE CO INC	1" CLEAN- ELBOW CAY	43.93
		SOUTHWEST STONE SUPPLY INC	2" CREEK RCK-443/491 ELBOW	494.88
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	165.20
			SEWER DEPT FLOOR MATS	12.25
		LO ENVIRONMENTAL LLC	WW SAMPLE- 812 MALIBU	30.00
		AMAZON CAPITAL SERVICES INC	DOCUMENT SCANNER	234.00
			LOCATOR PAINT	89.94
		THE BUILDERS' ASSOCIATION	PW SAFETY TRAINING	300.00
		RADWELL INTERNATIONAL LLC	SOFT START REPLACEMENT	6,026.88
		SERVPRO	SWR LEAK MITIGATION-812 MA	3,822.47
		TOTAL TOOL SUPPLY INC	PIPE THREADER	6,999.99
			TOTAL:	402,603.36
Ambulance	Ambulance Fund	AIRGAS INC	OXYGEN	375.96
		MO AMBULANCE ASSOC	2024 MO AMB MEMBERSHIP DUE	500.00
		LEON UNIFORM CO INC	EMS PANTS- JOHNSON & WEAVE	264.50
		DOUGLAS G WILSON DO PC	FEB MEDICAL DIRECTOR SVC	1,000.00
		MCKESSON MEDICAL SURGICAL MN SUPPLY IN	MEDICAL SUPPLIES	290.36
			TOTAL:	2,430.82
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	LCF EQUIP CHRGR & SATELLITE	60.00
		HEDRICK MOTIV WERKS LLC	WTR PUMP & COOLANT REP-A1	1,281.76
		AMAZON CAPITAL SERVICES INC	SPRAY CLEANER	37.00
		MESSICK FARM EQUIPMENT INC	TRACTOR DRAW BAR	216.21
		SMITH PAPER & JANITOR SUPPLY CO INC	PAPER TOWELS & TOILET PAPE	47.39
		HERITAGE PETROLEUM LLC	FINANCE CHARGE	3.06
			FINANCE CHARGE	2.86
			ENGINE OIL FOR RESALE	110.57
			ENGINE OIL FOR RESALE	89.70
		WSP USA INC	2024 LCF AIRPORT IFE	3,000.00
			TOTAL:	4,848.55
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	GG EQUIP CHRGR & SATELLITE	60.00
		HEDRICK MOTIV WERKS LLC	WTR PUMP & COOLANT REP-A1	427.26
		AMAZON CAPITAL SERVICES INC	SPRAY CLEANER	37.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SMITH PAPER & JANITOR SUPPLY CO INC	PAPER TOWELS & TOILET PAPE	47.38
		HERITAGE PETROLEUM LLC	FINANCE CHARGE	3.06
			FINANCE CHARGE	2.87
			ENGINE OIL FOR RESALE	110.57
			ENGINE OIL FOR RESALE	89.71
		NICK'S TRUE VALUE HARDWARE	BATTERIES & SPARK LIGHTER	10.78
			TOTAL:	788.63

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

10	General Fund	30,840.36
20	Transportation	18,825.32
30	Water Fund	15,141.73
35	Sewer Fund	402,603.36
40	Ambulance Fund	2,430.82
45	Lee C. Fine Airport Fund	4,848.55
47	Grand Glaize Airport Fund	788.63

 GRAND TOTAL: 475,478.77

TOTAL PAGES: 4

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 4, 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. *Second Reading*

Requested Action:

Second 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:

The first reading was read and approved on March 21, 2024. 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: March 21, 2024 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



CITY OF OSAGE BEACH VETERANS MEMORIAL AGREEMENT

THIS VETERANS MEMORIAL AGREEMENT (the “Agreement”) states the terms and conditions that govern the contractual relationship between the City of Osage Beach, Missouri (“**City**”) and Elks Lodge #2517 (“**Lodge**”), on the following terms.

I. TERMS

1. **Purpose.** City and Lodge are entering into this agreement to construct a veterans memorial. This agreement shall assign the responsibilities therefor.

- a. **“Memorial”** shall mean a veteran’s memorial to be constructed in the roundabout in front of City Hall located at 1000 City Parkway, Osage Beach, Mo. Said memorial will consist of 6 flags representing the 6 branches of the military, 2 statues depicting and/or representing the military and a headstone that will commemorate the memorial. There will be approximately 2000 individual bricks engraved with the name and military branch honoring those who served. Room for expansion will be provided if needed and necessary. It will also include two benches for seated viewing and the memorial will be ADA accessible.

2. **Lodge’s Obligations.**

- a. *Donations.* Lodge hereby agrees to donate the following components of the Memorial to the City:
 - i. Two statues depicting and/or representing the military through multiple decades (estimated value: \$20,000);
 - ii. A headstone that will commemorate the Memorial (estimated value: \$1,500);
 - iii. Six flag poles and six flags representing the six branches of the military (estimated value: \$5,200);
 - iv. Replacement flags on an as-needed basis in perpetuity;
 - v. One thousand blank pavers for the project (estimated value: \$1,400);
- b. *Brick Program.* Lodge will make a brick engraving program available to any member of the military no matter their affiliation with the Lodge. Lodge will donate all such bricks to the City to be installed in the Memorial.

- i. The program details have been made available to the City and any changes thereto shall be first approved by the City. The brick engraving program will allow the Elks Lodge to offset their cost for the bricks that will be donated to the City and offset the cost of replacement flags provided to the city on an as needed basis.
 - ii. The parties agree that the brick program is for the sole purpose of honoring veterans. Because the bricks will constitute government speech, *see Pleasant Grove City v. Summum*, 555 U.S. 460 (2009), the City shall have the authority to reject any bricks inconsistent with the parties' stated purpose of honoring veterans.
- c. *Professionalism.* Lodge will exercise the care and skill ordinarily used by members of the subject profession practicing under similar circumstances (as defined by the appropriate licensing authority, professional standards, and/or relevant industry practices). Lodge understands that it may be perceived as a partner of the City and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing its obligations under this Agreement and while on-site. Lodge shall ensure its personnel and any subcontractors comply with all City policies while on-site. Lodge and its personnel and any subcontractors will comply with all reasonable instructions and requests by the City. City property and resources are to be used only in ways that are consistent with their lawful intended purpose.
- d. *Time.* If a specific time of performance of any obligation is provided, that time shall control. If a specific time of performance is not provided, Lodge's obligation to perform such obligation will be for a period which may reasonably be required for the completion thereof. If City has requested changes in the scope or character of the obligation and a specific time was not included in such changes, the time for performance shall be adjusted equitably.
- e. *Licenses, Permits, Taxes.* Lodge must have or obtain a City merchant's license. Lodge shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for itself, including but not limited to the subject matter of this Agreement. Lodge shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.
- f. *Communication.* Lodge will provide timely replies to City's inquiries and requests for information. Lodge's point of contact for this Agreement is: _____
_____.

3. City's Obligations.

- a. *Construction.* City shall be responsible for the following aspects of the Memorial:
 - i. Engineering and construction not otherwise provided by the Lodge;
 - ii. Demolition, grading, and site preparation;
 - iii. General maintenance of the Memorial;
 - iv. All utility costs associated with the Memorial;
 - v. General security of the Memorial.
- b. *Criteria and Direction.* City will provide Lodge with all criteria and full information as to City's requirements under this Agreement, including objectives, design, capacity, performance, and budgetary requirements and limitations.
- c. *Cooperation.* City will examine alternative solutions, reports, drawings, specifications, and other documents presented by Lodge and render timely decisions pertaining to the documents. City will participate in conferences, meetings, bid openings, and other similar actions in furtherance of this Agreement as requested by Lodge.
- d. *Permitting and Approvals.* City will provide timely reviews, approvals, licenses, and permits from where it has jurisdiction over components or phases of the work performed under this Agreement. Such approvals are contingent upon Lodge meeting the requirements therefor.
- e. City will provide timely replies to Lodge's inquiries and requests for information. City's point of contact for this Agreement is: Mike Welty, Assistant City Administrator.

II. STANDARD CONDITIONS

The following conditions are standard in all City of Osage Beach contracts and are only to be modified with substantial justification, and then only as much as necessary to accommodate such justification.

- 4. **Appropriations.** The continuation of this Agreement is contingent upon annual appropriation of funds by the Osage Beach Board of Aldermen. In the event the Board of Aldermen shall not budget and appropriate, specifically with respect to this Agreement, on or before January 1, subsequent years of the contract moneys sufficient to make all payments under this Agreement, the City shall not be obligated to make those payments.

5. **Pre-Contract Expense.** The City shall not be obligated to pay or liable for any cost incurred by Lodge prior to execution of this Agreement. All costs to prepare and submit a response to this and any other RFQ, RFP, or IFB shall be borne by the proposer.
6. **Assignment or Transfer.** Neither this Agreement, nor any portion thereof, shall be transferred or assigned without formal written approval by the City.
7. **Discrimination Policy.** The City of Osage Beach advises the public that it does not discriminate on the basis of disability, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Lodge shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.
8. **Laws, Ordinances, and Regulations.** Lodge shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Lodge, the City, or the subject matter of this Agreement. The City shall not be responsible for any fees, charges, money, or other obligations due as result of from any service provided under this Agreement. Lodge shall conform to all changes made to this Agreement as a result of any ordinance, law and/or directive issued by the Federal, State, or local authority having jurisdiction over this Agreement, Lodge, or the City.
9. **Certifications Regarding Debarment.** Lodge certifies that, except as noted below, it and any other person associated therewith in the capacity of owner, partner, director, officer, or manager (collectively "Principals"), are not presently nor have ever been under suspension, debarment, voluntary exclusion, or determination of ineligibility by any governmental unit or agency (whether federal, state, tribal, local, or other), nor is any such action pending. Lodge further certifies that it and its Principals have not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct, nor has Lodge or any Principal been party to any public transaction (whether federal, state, tribal, local, or other) terminated for cause or default. Lodge further certifies that any and all exceptions to these representations were disclosed with its bid, and City relied on these certifications as a material inducement into entering this Agreement. Lodge must notify City within thirty days of being debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the operation of this Agreement.
10. **Grants.** In the event the work provided for herein is being funded, in whole or in part, by a federal, state, local, or private grant, City's obligations herein shall be contingent upon such grant being available for the term of this Agreement. City shall not be obligated to make pay any monies funded by grant funds until such funds are received by and available to the City Treasurer. Except as otherwise provided by this Contract, if this Contract is not funded, then both parties are relieved of all of their obligations under this Contract.

11. **E-Verify.** If this Agreement is for an aggregate value in excess of \$5,000.00, Lodge shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Lodge shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the Work. See R.S.Mo. § 285.530.
12. **Anti-Israel Discrimination.** Lodge certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. See R.S.Mo. § 34.600.
13. **Indemnification by Lodge.** Lodge shall indemnify, save, and hold harmless the City, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Lodge or its employees, agents, subcontractors, or assignees arising out of this Agreement.
14. **No Indemnification by City.** Nothing in this Agreement shall be construed to require the City to indemnify Lodge. Such indemnification is illegal under Missouri law. See Mo. A.G. Opinion 138-87 (1987).
15. **Sunshine Law.** All material submitted to the City will likely become public record and will be subject to the Missouri Sunshine Law, R.S.Mo. Chapter 610. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from other materials. Lodge must include justification for the request. The City's obligation to comply with the Sunshine Law supersedes any request by Lodge that material be treated as proprietary or confidential.
16. **Ownership of Work Product.** All documents and other work product created by Lodge under this Agreement shall become the property of City once the invoice for the preparation of such document or work product has been paid.
17. **Termination.** The City reserves the right to terminate this Agreement without cause by giving 30 days' written notice to Lodge. City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City may immediately terminate this Agreement for any material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.

18. **Notices.** All formal notices or other documents required by this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at:

For City:

City Clerk
1000 City Parkway
Osage Beach, MO 65065

For Lodge:

Secretary
5161 Osage Beach Parkway
Osage Beach, MO 65065

City may also serve written notice to Lodge by personal delivery to any of its officers, or employees.

19. **Necessary Documents.** The parties agree to execute and deliver without additional consideration such instruments and documents and to take such further actions as they may reasonably request in order to fulfill the intent of and give effect to this Agreement and the transactions contemplated thereby.
20. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them. Without limiting the foregoing, this Agreement expressly supersedes any click-through, browse-wrap, or any other terms related to the subject matter of this Agreement on any website or that otherwise may be presented to or required to be accepted by the City or its employees and contractors while exercising rights under this Agreement.
21. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.
22. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
23. **Governing Law; Venue for Disputes.** This Agreement was made in the State of Missouri and shall be interpreted under and governed by the laws of the State of Missouri. Any action arising out of this Agreement or its subject matter, including both state and federal causes of action, shall be filed in the Circuit Court for Camden County, Missouri or the Associate Division thereof and the parties hereby consent and agree to the exclusive personal and subject-matter jurisdiction of that Court.
24. **WAIVER OF RIGHT TO JURY TRIAL.** THE PARTIES HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR

TRANSACTION CONTEMPLATED HEREBY OR THEREBY, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.

25. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.
26. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.
27. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or electronic (such as .PDF) copy of this Agreement or a signature thereto shall have the same force and effect as an original.
28. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.

III. ACCEPTANCE

THIS AGREEMENT CONTAINS A WAIVER OF THE PARTIES' RIGHTS TO TRIAL BY JURY. THE UNDERSIGNED HEREBY MUTUALLY RELINQUISH AND WAIVE THEIR RIGHT TO TRIAL BY JURY.

CITY:
CITY OF OSAGE BEACH, MISSOURI

LODGE:
ELKS LODGE #2517

BY: Michael Harmison
ITS: Mayor

Date

BY:
ITS:

Date

Attest:

BY: Tara Berreth
ITS: City Clerk

Date

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:

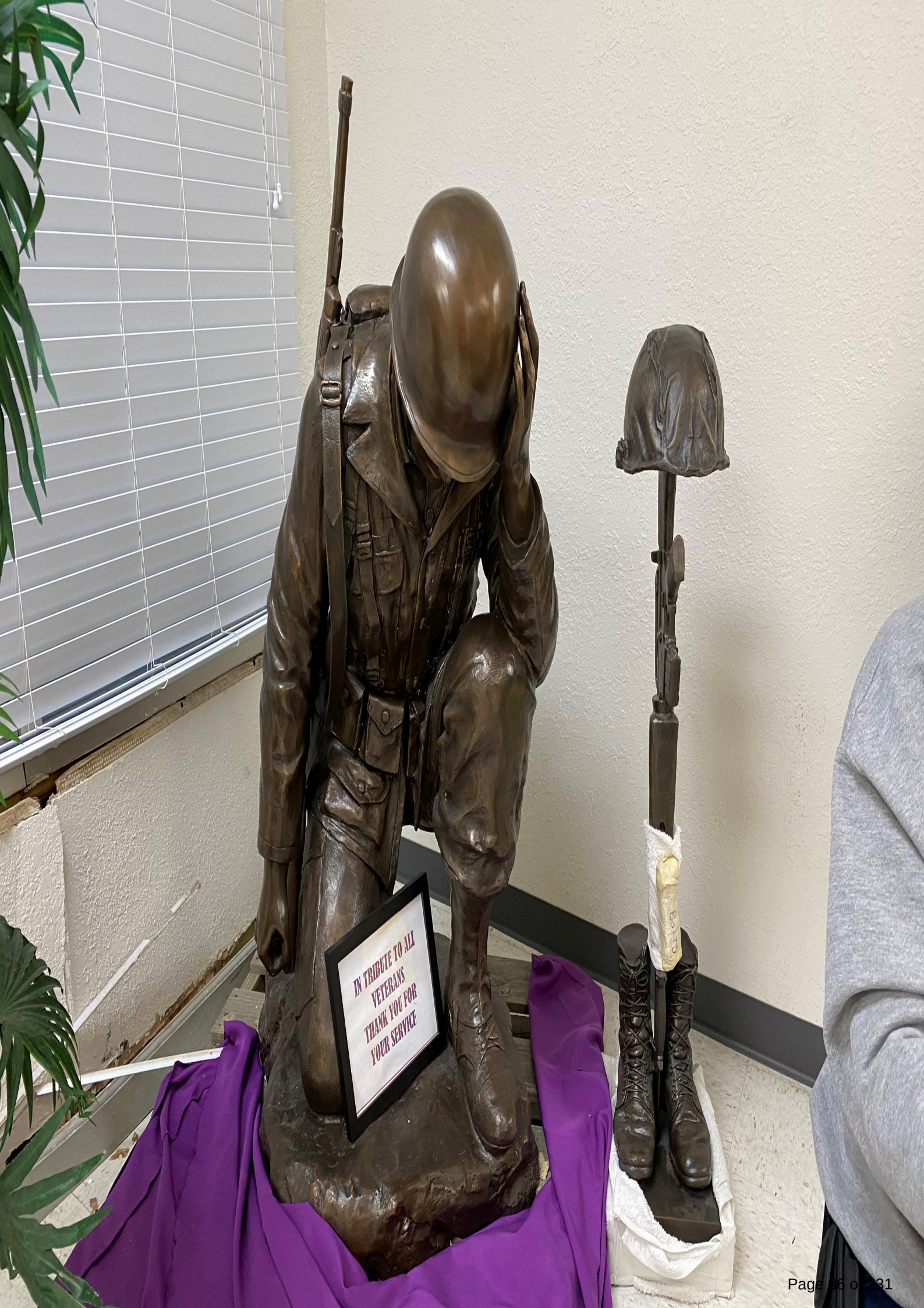
Elks Lodge #2517 Veterans Committee
5161 Osage Beach Parkway
Osage Beach MO 65065

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: April 4, 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 *Second Reading*

Requested Action:

Second 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:

The first reading was read and approved on March 21, 2024. This budget amendment supports Bill 24-18, requesting a contract award for the Veterans Memorial Project. First Reading of Bill 24-18 was TABLED by the Board of Aldermen on March 21, 2024, to be addressed at a later date.

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: March 21, 2024

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: April 4, 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. *Second Reading*

Requested Action:

Second 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:

The first reading was read and approved on March 21, 2024. 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: March 21, 2024

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.

[Remainder of Page Intentionally Left Blank]

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

Executed by 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: April 4, 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. *Second Reading*

Requested Action:

Second 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:

The first reading was read and approved on March 21, 2024. 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: March 21, 2024

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

Exhibit V-1

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

Classification: Gross Hourly Rate:	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
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 taxi lane staking plans	29	1	4	16	8								
9) Runway and taxiway marking plans and details	34		2	8	24								
10) T-hangar taxi lane 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 review 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												

Exhibit V

- (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
-----------	-----	---------------------

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
----------------	---	-------------

4 PROFIT:

14% of Item 3 Subtotal*	=	\$2,780.94
-------------------------	---	------------

*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
---------------------------	---	--------------------------

Exhibit IV - 1

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 4, 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. *Second Reading*

Requested Action:

Second 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:

Not Applicable

City Attorney Comments:

City Administrator Comments:

The first reading was read and approved on March 21, 2024.

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: March 21, 2024

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: April 4, 2024
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:
Public Hearing -- Rezoning Case 423 by WFO Watersports, LLC.

Requested Action:
Public Hearing

Ordinance Referenced for Action:
Board of Aldermen shall hold a public hearing on each application for an amendment to Zoning Map per Municipal Code Chapter 405 Zoning Regulations

Deadline for Action:
Yes - 90 Day Rule

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
See reports and materials in the Case 423 agenda item, Bill 24-23.

City Attorney Comments:
Not Applicable

City Administrator Comments:
Not Applicable

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 4, 2024
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:

Bill 24-23 - An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case no. 423. *First Reading*

Requested Action:

First Reading of Bill #24-23

Ordinance Referenced for Action:

Board of Aldermen approval is required for an amendment to the Zoning Map per Municipal Code Chapter 405 Zoning Regulations.

Deadline for Action:

Yes - 90 Day Rule

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

See enclosed information. The Planning Commission reviewed the request at their meeting on March 12, 2024 and have forwarded it to the Board with a unanimous recommendation for approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-23 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN AMENDMENT TO THE ZONING MAP OF THE CITY OF OSAGE BEACH, MISSOURI. BY REZONING A PARCEL OF LAND AS DESCRIBED IN REZONING CASE #423.

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

Section 1. That the real estate, generally described as Tract 1 WFO Subdivision, is under the terms and conditions contained in Exhibit A attached hereto in Rezoning Case No. 423.

See Exhibit A: Conditions

Section 2. That the development as described herein and referred to as Case 421 shall conform to the provisions for the approved zones as listed in the Osage Beach Code of Ordinances.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.23 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 24.23.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

“EXHIBIT A”

CONDITIONS

Permitted Uses: The ability to rent a maximum of six (6) personal watercraft from the subject property.

Parking: Any new parking facility required to accommodate the proposed use will need to be built in conformance with the City Code.

Signage: The applicant will be required to get a sign permit for any additional signage that will be needed.

Exterior Lighting: Any additional lighting proposed as part of this activity must be shielded to direct light inward and not increase light intensity within adjoining properties.

Landscaping: A minimum of 5 percent of the areas devoted to parking must be left in open lawn or landscaped areas.

Final Development Plan: The site plan submitted with the application is sufficient for the final development plan.

**PLANNING DEPARTMENT
REPORT TO THE
PLANNING COMMISSION**

Date:	March 12, 2024	Case Number:	423
--------------	----------------	---------------------	-----

Applicant: WFO Watersports, LLC.

Location: 4415 Sky Harbor Drive

Petition: Entertainment Overlay E-3 for the ability to rent personal watercraft on the property.

Existing Use: Vacant Commercial Property

Zoning: C-1

Tract Size: 1.09 acres

Surrounding Zoning:

Surrounding Land Use:

North: LU Lake Use

Lake of the Ozarks

South: R-1b Residential

Vacant Residential

East: C-1 Commercial

Vacant Commercial

West: C-1 Commercial Lake Use
R-1 Residential

Mixed Uses

The Osage Beach Comprehensive Plan

Designates this area as appropriate for: Heavy Traffic Commercial.

<u>Rezoning History</u>	<u>Case #</u>	<u>Date</u>
Citywide		May 1984

Utilities

<u>Water:</u>	City	<u>Gas:</u>	none
<u>Electricity:</u>	Ameren	<u>Sewer:</u>	City

Access: Property has access off Sky Harbor Drive.

Analysis:

1. The applicants are the owners of the 1.09-acre parcel in question. The request is to allow the rental of personal watercraft from a new dock structure that will be attached to the property once approved by Ameren UE.
2. Recognizing past incompatibility problems with similar uses and less intense uses, the City adopted Ordinance 96.21, which regulates all uses with outdoor entertainment overlay zoning requirements.
3. Currently, the applicants use the property for boat rentals, which, by ordinance, does not require an entertainment overlay. The requested addition of personal watercraft rentals does, however, require the addition of an E Overlay.

Department Comments:

The primary intent of E-zones is to regulate outdoor activities that could adversely affect adjacent properties, both commercial and residential. My understanding of the reason that the City chose to require an E Overlay, for PWC rental back in 1996, was that the patrons who rented the PWC were more likely to stay close to the location where the rental took place. The ideology was that, because of this fact, PWC rentals could have a more adverse effect on that specific cove and the properties that fronted the lake within that specific area. The difference that we see now, as compared to 1996, is that this cove, like many others, is now a “No Wake” cove. This, of course, requires all watercraft to proceed through the cove at idle speeds. The “No Wake” requirement completely changes the impact that a PWC can have on the surrounding properties. Customers renting from the subject location will now take the PWC out to the main channel to take advantage of their time.

With this property’s location in a cove that contains commercial uses and the properties current use as a watercraft rental facility, **staff would recommend that this request be approved subject to the following provisions and conditions:**

Permitted Uses: The ability to rent a maximum of six (6) personal watercraft from the subject property.

Parking: Any new parking facility required to accommodate the proposed use, will need to be built in conformance with City Code.

Signage: The applicant will be required to get a sign permit for any additional signage that will be needed.

Exterior Lighting: Any additional lighting proposed as part of this activity, must be shielded to direct light inward and not increase light intensity within adjoining properties.

Landscaping: A minimum of 5 percent of the areas devoted to parking must be left in open lawn or landscaped areas.

Final Development Plan: The site plan submitted with the application is sufficient for the final development plan.



**Rezoning Case
423 Location Map**

Date Received: 2.16.24Case #: 423

REZONING/SPECIAL USE PERMIT APPLICATION

1. Name of property owner: Dan Zimmerly Phone: 573 6938303Address: 4415 Sky Harbor Dr City: Osage Beach State: MO Zip: 65065

List all owners of the property. If corporation or partnership, list names, addresses and phone numbers of principal officers or partners:

WFO watersports LLCcaller DAN ZIMMERLY 5268 Wren Lane Osage Beach MO 65065 573 6938303

2. Name of landowner's representative, if different from above: Phone:

Address: City: State: Zip:

3. All correspondence relative to this application should be directed to whom?

Address: 5268 Wren Lane City: Osage Beach State: MO Zip: 65065

4. General location of property to be rezoned or for which special use permit is sought (include street numbers for existing structures):

Address: 4415 Sky Harbor Dr City: Osage Beach State: MO Zip: 650655. Do you have a specific use proposed for this property? ☒ Yes ☐ No

Explain all uses:

Currently using for boat rental, in line repair proposing to add pwc's6. Area of property in square feet or acres: 2 acres7. Current zoning classification: B8. Sources of utilities: Water: city Gas: PropaneSewer: city Electric: American9. Proposed zoning classification: Recreational PWC's10. How long have you owned this property? 3 years11. Current use of property (describe all improvements): Boat rental, 40x90 service shop12. Current use of all property adjacent to subject property: North: across cove residentialSouth: commercial East: commercial property West: residential

13. If zoning district or comparable use to that proposed adjoins or lies within the vicinity of subject property, please describe the use and its location: the Getaway, Boat and PWC rental

Quickly's Boat & Jet Ski Rental

14. Do you own property abutting or in the vicinity of the subject property? ☐ Yes ☒ No

If yes, where is the property located and why was it not included with this application?

15. Do any private covenants or restrictions encumber the subject property which could be in conflict with the proposed zoning classification? ☐ Yes ☒ No

If yes, please remit copy of restrictions with Recorder of Deeds Book and Page number.

16. To your knowledge, has any previous application for the reclassification of the subject property been submitted? ☐ Yes ☒ No

17. How, in your opinion, will the rezoning affect public facilities (sewer, water, schools, roads, etc.), and what mitigating measures are proposed to address these problems, if any? Please include a letter from or regarding, City Engineering Department reviews of proposed zoning. no adverse affects to adding more to fleet in fact, its an opportunity to enhance attractiveness for the city while ensuring responsible & sustainable operations

18. How, in your opinion, will rezoning affect adjacent properties and what mitigating measures are proposed to address these problems, if any? shouldn't be any issues, already rent Boats out of location for 3 years with no problems

19. List the reasons why, in your opinion, this application for rezoning/special use permit should be granted (may be left blank if adequately described in letter to Planning Commission): no competitors in core operating pwc's. offers fair competition benefiting customers & local economy, increased revenue = city sales tax enhanced customer service & economic boost to area - increasing visitor spending with other businesses.

Notary Information

State of Missouri }
County of Camden } ss

I, Dan Zimmerman, owner/applicant, having read the procedures and instructions, make application for a change in the zoning district boundary lines as shown on the zoning maps of the City of Osage Beach, Missouri and explained in this application.

Signature Owner/Applicant:

Date:

Subscribed and sworn to before me on this 13th day of February, 2024.

Notary Public:

My Commission Expires:

Person Accepting this Application:

BRITTANY CARNEAL
Notary Public, Notary Seal
State of Missouri
Camden County
Commission # 14025727
My Commission Expires 10-06-2026

****Applications not properly signed and notarized may be removed from the Agenda and returned to the applicant via regular mail ****

CITY OF OSAGE BEACH
PLANNING DEPARTMENT
1000 CITY PARKWAY
OSAGE BEACH, MO 65065
573-302-2000 Phone – 573-302-0528 FAX

I am requesting a zoning change
to rent PWC's at 4415 Sky Harbor
drive in Osage Beach "w/o water sports"
I have over 20 years experience in
PWC rental and have had no issues
in the past, I have plenty of Lake Front
to accommodate this extension of my
current Boat rental operation. IF approved
I plan on starting with 2 PWCs growing
to 6 PWCs in the future.

Don Zump

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 4, 2024
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 24-22 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 23.90 Adopting the 2024 Annual Budget, Transfer of Funds for Necessary Expenditures, for necessary equipment in the Transportation Department. *First Reading*

Requested Action:

First Reading of Bill #24-22

Ordinance Referenced for Action:

Board of Aldermen approval is 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 24-22 is in correct form.

City Administrator Comments:

The Transportation Department has requested to amend the FY2024 budget to fund additional costs related to the Line Laser V200 (striping machine) purchase, one of several items budgeted in Machinery & Equipment - 20-00-774255. This purchase was budgeted at \$17,955, but an additional \$7,015 is needed, for a total cost of \$24,970. The department states savings within the stated line item is expected.

BILL NO. 24-22

ORDINANCE NO. 24.22

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 23.90 ADOPTING THE 2024 ANNUAL OPERATING BUDGET, TRANSFER OF FUNDS FOR NECESSARY EQUIPMENT IN THE TRANSPORTATION DEPARTMENT

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
20-00-774255 Machinery & Equipment	\$66,339	\$73,354

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. 24.22 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. 24.22.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 4, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 24-24 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute an amendment to the Missouri Highway and Transportation Commission's State Block Grant agreement for the construction phase of the Lee C. Fine Airport Apron Reconstruction Project. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #24-24

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 - Yes the City is waiting on reimbursement for this work.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This is a time extension needed for the City to get reimbursed. The grant for the LCF Apron Project expired at the end of 2023. The contractor hired to do the project replaced the final taxiway signage and repaired some concrete around the corners of the apron in December 2023. This work had been delayed because the contractor was waiting for signage that was back ordered, but all work was completed and paid for in 2023. We received these final invoices right at the end of the year and turned them in to MODoT for reimbursement. The City is currently owed \$70,494.00 for our final reimbursement on this project. Unfortunately, MODoT was unable to process them before the grant expired, so a simple time extension is needed to complete the reimbursement. The project has both a state and federal grant. Both documents are attached.

City Attorney Comments:

Per City Code 110.230, Bill 24-24 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 AMENDMENT TO THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STATE BLOCK GRANT AGREEMENT FOR THE CONSTRUCTION PHASE OF THE LEE C. FINE AIRPORT APRON RECONSTRUCTION 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 amendment to the Missouri Highways and Transportation Commission State Block Grant Agreement for Lee C. Fine Airport for the construction phase of the apron reconstruction 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. 24.24 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. 24.24.

Michael Harmison, Mayor

Date _____

ATTEST:

Tara Berreth City Clerk

CCO Form: MO18

Approved: 05/94 (MLH)

Revised: 08/23 (MWH)

Modified:

Sponsor: City of Osage Beach

Project No. 20-046B-1

CFDA Number: CFDA #20.106

CFDA Title: Airport Improvement Program

Federal Agency: Federal Aviation Administration, Department of Transportation

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

AMENDMENT # 2

THIS AMENDMENT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Osage Beach (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the parties entered into an Agreement executed by the Sponsor on May 14, 2020, and executed by the Commission on May 20, 2020, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed One Hundred Eighty-Four Thousand Nine Hundred Seventy-Eight Dollars (\$184,978) to the Sponsor to assist with Design and Constuct Terminal Apron Reconstruction and Tealignment of Taxiway B; and

WHEREAS, the Commission previously approved funds for Design and Constuct Terminal Apron Reconstruction and Tealignment of Taxiway B; and

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with Design and Constuct Terminal Apron Reconstruction and Tealignment of Taxiway B.

WHEREAS, the Commission has sufficient funds to increase the grant amount for Design and Constuct Terminal Apron Reconstruction and Tealignment of Taxiway B.

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

(1) PROJECT TIME PERIOD: Based up on the revised project schedule, the project time period of September 23, 2023, will be extended to August 1, 2024, to allow for completion of work. Paragraph (2) of the Original Agreement is hereby amended accordingly.

(B) The project will be carried out in accordance with the assurances (Exhibit 1) given by the Sponsor to the Commission as specified in the Original Agreement.

(C) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before May 30, 2024, or such subsequent date as may be prescribed in writing by the Commission.

(D) All other terms and conditions of the Original Agreement entered into between the parties shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last 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:

Approved as to Form:

Commission Counsel

By:_____

Title:_____

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 that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF OSAGE BEACH

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

CCO Form: MO03
Approved: 7/94 (MLH)
Revised: 08/23 (MWH)
Modified:

Project No. AIR 206-046B

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SECOND SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT**

THIS AGREEMENT AMENDMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Osage Beach (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the parties entered into an Airport Aid Agreement executed by Sponsor on May 14, 2020, and executed by the Commission on May 15, 2020 (hereinafter, "Original Agreement") under which the Commission granted the sum of Ten Thousand Two Hundred Seventy-Six Dollars (\$10,276) to the Sponsor to assist in specified Design and Construct Terminal Apron Reconstruction and Realignment of Taxiway B; and

WHEREAS, the parties entered into a Supplemental Airport Aid Agreement executed by Sponsor on August 19, 2021 and executed by the Commission on August 24, 2021 (hereafter Second Supplemental Agreement") under which the Commission granted the sum of Two Hundred Eighty-Seven Thousand Five Hundred Thirteen Dollars (\$287,513) for this project, which is equal to fifty percent (50%) of the additional match required for the Sponsor's State Block Grant for Project 20-046B-1.): and

WHEREAS, the Commission previously approved funds for this project; and

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

(1) PROJECT TIME PERIOD: Based upon the revised project schedule, the original project time period of January 31, 2023, will be extended to August 1, 2024, to allow for completion of the work. Paragraph (4) of the Original Agreement is hereby amended accordingly.

(3) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and the unaltered terms of the Original Agreement shall extend and apply to this Supplemental Agreement.

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_____

Title _____

Title_____

Attest:

Attest:

Secretary to the Commission

By_____

Title_____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No. _____
(if applicable)

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 4, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 24-25 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign task order #2 with Horner and Shifrin Inc for the design, bidding, and construction phase services for the Margaritaville Sewer Line Relocation Project for an amount not to exceed \$46,800. *First Reading*

Requested Action:

First Reading of Bill #2X-XX

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 need to have the engineers working on the design as soon as possible.

Budgeted Item:

No - This project will be funded by savings already realized in the 2024 Sewer Fund Budget.

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 (03/26/24):	(\$ 203,178)
FY2024 Available:	\$1,909,442

FY2024 Requested Amount:	\$46,800
--------------------------	----------

Department Comments and Recommendation:

In the second half of 2023, we asked Horner and Shifrin to look at the problems with the sewer station behind Margaritaville and help us come up with a permanent solution. This station has some gravity and mechanical issues that need to be resolved in a timely manner. Unfortunately, we did not have enough information previously to consider putting this in 2024, but with the information we have now, I believe that we should move forward with this task order.

The City signed a on-call engineering services contract with Horner and Shifrin in 2023. This is the engineer firm that did the Tan Tar A Estate Sewer Assessment for us a few years back, so they have a good working knowledge of the sewer issues with this station. Attached you will find a Task Order for the design, bidding, and construction phase services for the relocation of the sewer line that connects most of the Margaritaville complex to the sewer station located behind the parking garage.

This is an unbudgeted project. The cost for these services is \$46,800. This expense belongs in the Lift Station Improvements account in the sewer fund. The City has already realized savings of more than \$130,000 on the recent purchase of the new Rockaway sewer station panel within the Lift station Improvements account.

The estimated cost for construction is currently \$366,000. This project needs to move forward as soon as possible. Once the design is complete, we will assess whether the construction pieces fit into the 2024 or 2025 budget. I recommend approval.

City Attorney Comments:

Pending

City Administrator Comments:

If Bill 24-25 is approved, the project will be added to the FY2024 Operating Budget project list for the engineering portion. Assessment will be made as to needed monetary budget amendments as per our purchasing policy.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN TASK ORDER #2 WITH HORNER AND SHIFRIN, INC FOR THE DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES FOR THE MARGARITAVILLE SEWER LINE RELOCATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$46, 800.

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

Section 1. The Board of Aldermen of the City of Osage Beach hereby authorizes the Mayor to sign task order #2 with Horner and Shifrin, Inc in a form substantially similar in terms and content contained in the Agreement attached to this ordinance as Exhibit “A.”

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Forty-Six Thousand Eight Hundred Dollars. (\$46,800.00)

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 upon date of passage.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.25 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. 24.25.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

**CITY OF OSAGE BEACH, MISSOURI
ENGINEERING SERVICES
TASK ORDER**

TASK ORDER NUMBER: 2

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated March 31, 2023 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: January 30, 2024
- b. Owner: City of Osage Beach, Missouri
- c. Engineer: Horner & Shifrin, Inc.
- d. Specific Project (title): Margaritaville TL03 Influent Sewer Relocation
- e. Specific Project (description): Design, bidding, and construction phase services for the relocation of the Margaritaville influent sewer, including approximately 300 ft of 12-inch gravity sewer.

2. Services of Engineer

A. The specific services to be provided or furnished by Engineer under this Task Order are:

- 1. Conduct topographic survey of site.
- 2. Generate DRAFT design plans and technical specifications.
- 3. Coordinate design with Margaritaville Resort.
- 4. Coordination with Margaritaville Resort
- 5. Submit plans to DNR for review and permitting.
- 6. Attend review meeting with City staff.
- 7. Generate FINAL plans and specifications for bidding.
- 8. Attend bid opening.
- 9. Review bids and provide recommendation to City.
- 10. Review shop drawings and respond to RFIs.
- 11. Provide part-time construction inspection (to be provided by ALPHA Engineering & Surveying with oversight by H&S).
- 12. Generate record drawings.

The detailed scope of work and fee are attached.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order include design, bidding and construction services. No additional work will be completed without written authorization or amendment from the owner.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

5. Task Order Schedule

Consultant shall draft documents within 90 days of receiving Notice to Proceed.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order a lump sum amount of \$46,800.00.

7. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is January 30, 2024

OWNER:

By: _____

Print Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

ENGINEER:

By: _____

Print Name: James E. McCleish

Title: Senior Vice-President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Christina Willson

Title: Associate Vice-President

Address: 401 S. 18th Street, Suite 400

E-Mail Address: cfwillson@hornersshifrin.com

Phone: 618-726-0319

Osage Beach, Missouri
Margaritaville TL03 Pump Station
Influent Sewer Relocation

Prepared By: CFW

LABOR:					Labor Classification					
					McCleish, James	Willson, Christina	Mills, Michael	Schuknecht, Michael	Bowling, Rachel	Survey Crew
					WP01	WP02	WP10	GT01	GT03	GT07
Cost Center	Task No.	Task Description	Task M.H.	Task Cost						
SURVEY										
Water	1	Coordinate needed survey	1	\$242		1				
Survey			1	\$194				1		
Survey	2	Research	3	\$390					3	
Survey	3	Pre field calculations	1	\$130					1	
Survey	4	Field Survey	20	\$3,000						20
Survey	5	Calculate property lines	4	\$520					4	
Survey	6	Process field data and drafting	7	\$910					7	
Survey	7	Easement exhibit	3	\$390					3	
Survey	8	PLS QA/QC	3	\$582				3		
Subtotal			43	\$6,358	0	1	0	4	18	20
DESIGN DOCUMENTS										
Water	1	Confirm horizontal alignment	4	\$568			4			
Water	2	Coordinate alignment with Margaritaville	8	\$1,936		8				
Water	3	Generate cover sheet	4	\$568			4			
Water	4	Generate plan and profile sheet	16	\$2,272			16			
Water	5	Details sheet	8	\$1,136			8			
Water	6	Generate technical specifications	36	\$5,512		4	32			
Water	7	Submit plans to City for review	2	\$384		1	1			
Water	8	Review comments with City	8	\$1,936		8				
Water	9	Revise project documents per City comments	28	\$4,376		4	24			
Water	10	Submit final bid documents To City and MDNR	2	\$384		1	1			
Water	11	QA/QC and Project Management	10	\$2,796	4	6				
Subtotal			126	\$21,868	4	32	90	0	0	0
BIDDING AND CONSTRUCTION INSPECTION										
Water	1	Finalize Bid documents	18	\$2,756		2	16			
Water	2	Post bid documents electronically	1	\$142			1			
Water	3	Respond to contractor questions	4	\$968		4				
Water	4	Attend Bid Opening	8	\$1,936		8				
Water	5	Review bids and provide recommendation to City	2	\$284			2			
Water	6	Generate Notice of Award	2	\$284			2			
Water	7	Review shop drawings	4	\$568			4			
Water	8	Respond to RFIs	2	\$484		2				
Water	9	Prepare Change Order Requests, as appropriate	2	\$284			2			
Water	10	Review pay requests	6	\$1,452		6				
Water	11	Construction Inspection (project Closeout)	8	\$1,136			8			
Water	12	Prepare Record Drawings from Mark-ups maintained by Contractor during Construction	8	\$1,136			8			
Water	13	Administer & Manage Construction Phase Services	6	\$1,452		6				
Subtotal			71	\$12,882	0	28	43	0	0	0
TOTAL ESTIMATE MANHOURS			240		4	61	133	4	18	20
TOTAL ESTIMATED LABOR COSTS				\$41,108						

DESIGN EXPENSES:

Item	Unit	Total Cost
Mileage: (Include 5 trips; 1-Survey, 2 Design, 2 Bidding & Construction)	1,750 miles	\$1,173
Subconsultant: Construction Inspection - ALPHA	3750 SAY	\$3,750
Reproduction & Photocopy:	-- SAY	\$0
Field Equipment Rental Reimbursement:	-- SAY	\$0
Misc. Reimbursable Expenses:	-- SAY	\$0
ESTIMATED TOTAL REIMBURSIBLE EXPENSES:		\$4,923
MARK UP PERCENTAGE:		15%
ESTIMATED TOTAL EXPENSES:		\$5,661
TOTAL ESTIMATED NOT-TO EXCEED COST:		\$46,800

Notes:

- 1 - Deliverables include DRAFT plans and specs, FINAL bid documents, as-built drawings.
- 2 - Construction inspection will be completed by ALPA Engineering & Survey to reduce costs for travel and lodging of H&S Staff
- 3 - Construction inspection estimated at part time inspect for a 2-week period.
- 4 - Site visits include 1 for Survey, 2 for Design (Coordination with Margaritaville and Design Review), 2 for Bidding and Construction (Bidding and Project Closeout)

This quote is prepared with the following exclusions:

- | | |
|--------------------------------|---|
| 1. Roadway Design | 9. Land Survey |
| 2. Wastewater Design | 10. Easement Document Drafting |
| 3. Potable Water System Design | 11. Legal Descriptions |
| 4. Building Foundation Design | 12. Title Search |
| 5. Stormwater Design | 13. Materials Testing |
| 6. Retaining Wall Design | 14. Construction Estimates |
| 7. Structural Evaluation | 15. Construction Bidding Documents/Services |
| 8. Permit and Recording Fees | |

Professional will prepare daily inspection reports to be delivered to the Client. Professional will provide electronic files in pdf format. Additional copies will be at a cost of \$10 per page.

Professional expects to start its services immediately upon receiving this fully signed and completed agreement. Each task will require one (1) calendar day for completion with a maximum of 10 days onsite. Professional is not liable to Client for delays caused by weather, zoning issues, government communications, client revisions, and all other factors outside the Professional's control.

In addition, by executing this agreement you are stating you are the owner or owner's representative and all engineering and surveying debts by owner associated with this property have been paid.

Project will be invoiced on a monthly basis. Payment must be in the form of cash, check, or credit card. If a credit card is used to pay an invoice, a 3.5% processing charge will be added onto said invoice(s). The above financial agreement is based on prompt payment of our bills and the orderly and continuous progress of the Project. Unpaid outstanding balances will be charged interest of 1.5 percent per month after 30 days. Client agrees that Professional's liability for any defects, damages or other liabilities arising from services provided by Professional will be limited to the amount paid by Client to Professional for services rendered by Professional. In the event it becomes necessary to turn your account(s) over to a collection agency or an attorney, Client shall be responsible for all costs to collect, including reasonable attorney's fees and court costs. Jurisdiction and venue for any dispute under this contract shall be in Camden County, Missouri.

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination by Client, Professional shall be compensated for all services performed to termination notice date, together with reimbursable charges then due.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

In recognition of the relative risks and benefits of the project to both the Owner and the Engineer, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the engineer, engineer's officers, directors, partners, employees and agents and engineer's consultants from any and all claims, costs, losses and damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Engineer and his sub consultants to all those named shall not exceed the Engineer's total fees on the project.

We will also furnish any Additional Services as Client may request in writing and which are approved in writing by Professional. Professional's hourly service costs are provided in the attached Schedule A.

This Agreement and Schedule A represent the entire understanding between Client and Professional in respect to the Project and is binding upon both parties, their successor, and assigns. The Agreement may only be modified in writing signed by both parties. If it satisfactorily sets forth your understanding of our agreement, please sign the enclosed copy of this letter in the space provided below and return it to us. This proposal will be open for acceptance for a period of 6 months from the date of this proposal.

Sincerely,

Alpha Engineering & Surveying, LLC



By: _____
Ethan K. Shackelford, PE, authorized agent

Accepted on this _____ day of

_____, _____

by _____,
Signature

Print Name

SCHEDULE A
FURTHER DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS

This is an exhibit attached to and made a part of the attached Letter Agreement made to Client, between Client and Alpha Engineering & Surveying, LLC. (Professional) providing professional engineering and/or professional land surveying services.

Professional Services at the following rates:

Professional Land Surveyor	\$180.00/hr
Land Surveyor (LSIT)	\$105.00/hr
Principal Engineer	\$200.00/hr
Project Manager Engineer	\$110.00/hr
Senior Design Draftsman	\$80.00/hr
Construction Inspector	\$75.00/hr
Materials Testing Technician	\$75.00/hr
2-Person Survey Field Crew	\$200.00/hr
1-Person Survey Field Crew	\$185.00/hr
Administrative Assistant	\$40.00/hr
Survey Crew Minimum Charge	\$400.00
Engineering Inspection Minimum Charge	\$375.00
Expert Witness – Engineer	\$1200.00/day
Expert Witness – Surveyor	\$1,080/day

Work directed by Client not specified in the initial scopes of work will be invoiced at listed schedule of rates shown above for the duration of the project. Professional reserves the right to change these rates at any time. At the time rates are increased, Client will be notified of such. No work outside the above specified scopes of work will be performed without Client's written consent.

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 4, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 24-26 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Prime Rinse for the 2024 Exterior Water Tower Cleaning Project for a not to exceed amount of \$26,500. *First Reading*

Requested Action:

First Reading of Bill #24-26

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 are hoping to have these towers cleaned by the end of May.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 30-00-774269 Tower & Well Improvements

FY2024 Budgeted Amount: \$451,700

FY2024 Expenditures to Date (03/26/24): (\$ 18,006)

FY2024 Available: \$433,694

FY2024 Requested Amount: \$26,500

Department Comments and Recommendation:

Bids for this project were opened on 03/24. The City received 6 bids for this project. The low bid is Prime Rinse with a bid of \$19,000 + \$7,500 for the alternate (Swiss Village Tower). We have never worked with this company before, so I did check their references and I did some research on their methods and why their cost is so much lower than the competition. References came back with no problems. The company uses drone technology to do the tower cleaning and this is part of the reason why prices are so much lower.

The budget to clean the Passover and Bluff towers is \$40,000. Since Prime Rinse's bid to clean these two towers and the Swiss Tower is only \$26,500 I would like for them to go ahead and clean all three. I recommend approval.

City Attorney Comments:

Pending

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 PRIME RINSE LLC FOR THE 2024 EXTERIOR WATER TOWER CLEANING PROJECT IN AN AMOUNT NOT EXCEED \$26,500.

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 contract with Prime Rinse LLC., 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 Six Thousand Five Hundred Dollars. (\$26,500.00)

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. 24.26 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. 24.26.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, 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:

Exterior Water Tower Cleaning 2024

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 Thirty (30) 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.

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

Bid Tabulation
Exterior Water Tower Cleaning 2024
Osage Beach Project No. OB24-001
March 14, 2024



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

				Engineer's Estimate		Heartung Xoatings		Prime Rinse		Jetstar Group LLC		Viking Industrial Painting		Onyx Blasting & Coating		Central Tank Coating	
Item	Description	Unit	QTY	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Bluff Water Tower Exterior Cleaning	LS	1	\$ 22,500	\$ 22,500	\$ 16,000	\$ 16,000	\$ 7,500	\$ 7,500	\$ 18,000	\$ 18,000	\$ 16,250	\$ 16,250	\$18,000	\$ 18,000	\$ 26,700	\$ 26,700
2	Passover Water Tower Exterior Cleaning	LS	1	\$ 12,500	\$ 12,500	\$ 9,000	\$ 8,900	\$ 6,500	\$ 6,500	\$ 3,750	\$ 3,750	\$ 12,400	\$ 12,400	\$ 8,000	\$ 8,000	\$ 10,800	\$ 10,800
3	Force Account	LS	1	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
TOTAL BASE BID					\$ 40,000		\$ 29,900		\$ 14,000		\$ 26,750		\$ 33,650		\$ 31,000		\$ 42,500

ALTERNATE NO. 1

Item	Description	Unit	Quantity	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Swiss Village Water Tower Exterior Cleaning	LS	1	30,000	30,000	30,000	30,000	7,500	7,500	36,000	36,000	18,250	18,250	23,000	23,000	42,200	42,200

BASE BID + ALTERNATE NO. 1	70,000	59,900	21,500	62,750	51,900	54,000	84,700
----------------------------	--------	--------	--------	--------	--------	--------	--------

BID FORM

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

Prime Kinse

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. _____ Dated _____
No. _____ Dated _____

No Addenda listed Ac 3/11/24

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

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Bluff Water Storage Tank Cleaning	LS	1	<i>\$7500</i>	<i>\$7500</i>
2	Passover Water Storage Tank Cleaning	LS	1	<i>\$6500 Ac</i>	<i>\$6500</i>
3	Force Account	LS	1	\$ 5,000.00	
Total Base Bid:					<i>\$14,000</i>

*NO
FORCE
ACCT.*

TOTAL BID IN WRITING: *Fourteen thousand Dollars*

Alternate No. 1 – Swiss Village Water Storage Tank Cleaning

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Swiss Village Water Storage Tank Cleaning	LS	1	<i>7500</i>	<i>7500</i>
Total Alternate No. 1 Bid:					<i>7500</i>

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 Leitchfield, Kentucky this 11th day of March, 2024.

LICENSE or CERTIFICATE NUMBER, if applicable Not Applicable

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

James Winn - Owner, Prime Rinse
Signature and Title

James Winn
Typed or Printed Name

Doing Business As

Prime Rinse LLC
Name of Firm

Business Address of Bidder:

318 Horrell Ln, Leitchfield KY 42754

Telephone No.

855-947-5008

IF A PARTNERSHIP:

N/A

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder:

Telephone No.

IF A CORPORATION:

N/A

Name of Corporation

By

Signature & Title

Typed or Printed Name

ATTEST:

Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Typed or Printed Name

Business Address of Bidder:

Telephone No.

If Bidder is a Corporation, supply the following information:

State in which Incorporated:

Name and Address of its: President

Secretary

See some of our most recent commercial work at:

Cedar Rapids, Iowa - Water Tower Cleaning (drone and boom method):

<https://www.youtube.com/watch?v=HqWcBt15Roo>

Murray State - Football Stadium Cleaning:

<https://www.youtube.com/watch?v=Qz1dqtFemew&t=25s>

Ohio University - Student Housing Drone Cleaning:

https://www.youtube.com/watch?v=hT-qAtHLN_w&t=4s

Scotty's Construction: Walmart new construction

<https://www.youtube.com/watch?v=i0C6YFFpSKI>

Our Work:

Below is a list of recent large commercial work, with details about the project scope and the contract amount. Prime Rinse is proud to be focused on large, complicated high profile projects for commercial clients across the country.

Recent Work and References:

Name	Title	Email	Phone	Job Description	Job Amount
Jeremy Woosley	District Manager – Grayson County Water District	jwoosley@graysonwater.com	270-230-7038	Cleaned a series of standpipe towers in 2022. April of 2024 we are washing a 150ft tall 250k gallon elevated tank	\$12,000.00
Chris Owens	Director for Housing Capital and Facilities Planning: University of Ohio	owenschris@ohio.edu	(740) 593-4090	Cleaning of all East Green buildings on Ohio University campus, including concrete. Summer 2023	\$87,000.00
Steve Mathis	Director of Facilities Owensboro Health Twin Lakes Medical Center	Stephen.Mathis@owensborohealth.org	270-259-1663	Cleaned the new psych ward section of the Twin Lakes Regional Hospital fall of 2023	\$12,000
Ricard Grogan	Director of Facilities Murray University	rgrogan@murraystate.edu	270-809-3414	Cleaned the Roy Stewart Football Stadium and Racer Arena at Murray State University - Fall 2023	\$91,000.00
Christopher Smith	Site Manager	christophers@scottyscontracting.com	270-234-3436	Two large projects. Walmart Leitchfield new construction cleaning winter of 2022 and Walmart Radcliff winter 2023	2022: \$20,000 2023: \$12,000

BIDDER'S QUALIFICATIONS AND SUBCONTRACTING

To evaluate the bidders' qualifications for acceptance of this project, the Owner requests the following:

- a. Previous Experience (Projects of similar construction detail)

<u>Location</u>	<u>Year</u>	<u>Type & Size</u>	<u>Approximate Bid</u>
see attached	experience	document	

- b. List of equipment available for this job.

Agas T30 drone
AR45 softwash system
Honda GX690 pressure washer

- c. List of subcontractors to be used on this project

<u>(Name)</u>	<u>(Type of Work)</u>
No subcontractors	

This report is an integral part of the proposal.

Dated March 11th, 2024

By Tony Carroll-Breckshaw

Title Operations Manager

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding equal Opportunity is required of bidder or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontractors.

CERTIFICATION OF BIDDER

Bidder's Name Prime Ringe LLC

Address 318 Horrell Ln Leitchfield KY 40754

Internal Revenue Service Employer Identification Number 87-1803919

1. Participation in a previous contract or subcontract

- a. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause ☒ Yes ☐ No
- b. Compliance reports were required to be filed in connection with such contract or subcontract ☐ Yes ☒ No
- c. Bidder has filed all compliance reports due under applicable instructions, including SF-100. ☐ Yes ☒ No
- d. Have you ever been or are you being considered for sanction due to violation of executive order 11246 as amended. ☐ Yes ☒ No

2. Dollar amount of bid \$ 14,000 (plus passover additional \$7500)

3. Anticipated performance period 3 days.

4. Expected total number of employees who will perform the proposed construction 3.

5. Non segregated facilities

a. Notice to Prospective Federally Assisted Construction Contractors

(1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the recipient prior to the award of a federally-assisted construction contract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.

(2) Contractors receiving federally-assisted construction contract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause;

b. Notice to Prospective Subcontractors of Requirement for Certification of Non segregated Facilities

(1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439), May 10, 1967) on Elimination of Segregated Facilities, by the Secretary of

Labor, must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.

- (2) Contractors receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

c. Certification of Non segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide for his employee any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facility" means any waiting room, work areas, restrooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed, or national origin, because of habit, location custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontractors exceeding \$10,000.00 which are not exempt from the provision of the Equal Opportunity Clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

REMARKS:

CERTIFICATION - The information above is true and complete to the best of my knowledge and belief.

James Winn - Owner
(Name and Title of Signer - type written)
[Signature] 3-11-24
Signature (Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

City of Osage Beach

Agenda Item Summary

Date of Meeting: April 4, 2024
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 24-27 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute contract modification #1 for Project Number 23-009 with Stockman Construction for the Sands Gravity Main and Manhole Replacement Project for an amount not to exceed \$96,343 *First and Second Reading*

Requested Action:

First & Second Reading of Bill #24-27

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 - The additional parts needed, have a long lead time, so we need to get them order as soon as possible.

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 (03/26/24):	(\$203,178)
FY2024 Available:	\$1,909,442

FY2024 Requested Amount:	\$96,343
--------------------------	----------

Department Comments and Recommendation:

Last week, while attempting to connect the gravity main coming from the Grand Glaize bridge to the new manhole at the top of Basin Road, a second sewer force main was found that the engineers did not know was there previously. This additional pipe has to be accounted for and routed to the Sands station in order to ensure the proper flow and odor control. We have already realized almost \$200,000 in savings this year within this expense account.

I do recommend approval and Dave Van Leer will have an explanation on the details about the additional sewer line found and how we plan to resolve the issue.

City Attorney Comments:

Pending

City Administrator Comments:

If Bill 24-27 is approved, the modified budgeted project total will be noted. Assessment will be made as to monetary budget amendments, if needed.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN CONTRACT MODIFICATION#1 FOR PROJECT NUMBER 23-009 WITH STOCKMAN CONSTRUCTION FOR THE SAND GRAVITY MAIN AND MANHOLE REPLACEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$96,343.

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

Section 1. The Board of Aldermen of the City of Osage Beach hereby authorizes the Mayor to sign contract modification#1 with Stockman Construction, Inc in a form substantially similar in terms and content contained in the Agreement attached to this ordinance as Exhibit "A."

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Ninety-Six Thousand Three Hundred Forty-Three Dollars. (\$96,343.00)

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 upon date of passage.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.27 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. 24.27.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk



CHANGE ORDER NO.1

March 28, 2024

Stockman Construction Corp.
Attn: Luke Hake
2021 Idlewood Road
Jefferson City, MO 65109

Reference: Construction Contract OB23-009
Sands Gravity Sewer Main Replacement

Dear Mr. Hake:

In accordance with Article 10 of the General Conditions - Change of Contract Price, for your Construction Contract No. OB23-009 for the Sands Gravity Sewer Main Replacement. The contract has been revised by an increase of \$96,343.00. The revised concrete price is \$479,608.00 and a summary is included on the next page.

Your Contract Amount is hereby revised as indicated:

Original Contract Amount		\$383,265.00
Change Order No.1	INCREASE	\$ 96,343.00
Revised Contract Amount		\$479,608.00

Sincerely,

Jeana L. Woods, CPA, ICMA-CM
City Administrator

Stockman Construction Corp. hereby accepts the terms and conditions of Change Order No.1.

Stockman Construction Corp.

Date

Itemized Change Order #1 - Replace Manhole #4 w/ 60-inch I.D. Manhole

Line Item	<u>Unit Price Included in the Contract</u>	Unit	Unit Price	Addition / Deduction	Cost
10	16-inch dia. DR 25 C900 PVC Force Main	LF	\$ 190.00	-8	(\$1,520.00)
11	16-inch dia. 45-degree M.J. Bend	EA	\$ 2,200.00	1	\$2,200.00
12	16-inch dia. 11 1/4-degree M.J. Bend	EA	\$ 2,500.00	-1	(\$2,500.00)
13	16-inch dia. Repair Sleeve	EA	\$ 2,200.00	2	\$4,400.00
16	Compacted Granular Backfill	Ton	\$ 25.00	62	\$1,550.00
23	Concrete Curb & Gutter	LF	\$ 65.00	35	\$2,275.00
 <u>Negotiated Unit Price</u>					
26	16-inch dia. 22 1/2-degree M.J. Bend	EA	\$ 2,400.00	1	\$2,400.00
27	New 60-inch I.D. Manhole	EA	\$ 20,500.00	1	\$20,500.00
28	18-inch dia. C900 SDR 25 PVC Force Main	LF	\$ 356.00	53	\$18,868.00
29	18-inch dia. 11 1/4-degree M.J. Bend	EA	\$ 3,000.00	1	\$3,000.00
30	18-inch dia. M.J. Repair Sleeve	EA	\$ 2,670.00	1	\$2,670.00
 <u>Negotiated Lump Sum</u>					
31	Remove Manhole #4	LS	\$ 6,500.00	1	\$6,500.00
32	Site Restoration for Materials Lead Time	LS	\$ 14,500.00	1	\$14,500.00
33	Relocate Overland Pipe to Manhole #2	LS	\$ 7,650.00	1	\$7,650.00
34	CLOSE UP SITE AND REMOBILIZE	LS	\$ 13,850.00	1	\$13,850.00
TOTAL REQUEST					\$96,343.00

City of Osage Beach
Agenda Item Summary

Date of Meeting: April 4, 2024
Originator: Zak Wilber, Public Works Operations Manager
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:

Motion to approve the purchase of 14 sewer control panels from Municipal Equipment Company for an amount not to exceed \$421,718.40 + 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:	\$2,112,620.00
FY2024 Expenditures to Date (03/25/24):	(\$203,178.00)
FY2024 Available:	\$1,909,442.00

FY2024 Requested Amount:	\$421,718.40 + Shipping
--------------------------	----------------------------

Department Comments and Recommendation:

The City is purchasing these 14 sewer control panels from our sole source distributor, Municipal Equipment Company. We use MEC for the vast majority of our pump and panel purchases and feel very comfortable with this vendor. We are purchasing 10 duplex 10-20hp, 1 quadplex 201hp panel, and 3 phase perfect converters. Five of the 10-20hp are slotted for immediate replacement and the remainder will be for stock. The quadplex 201hp is the replacement panel for the Sands lift station. The 3 phase converters will eliminate the last of the add-a-phase locations in the system. The budgeted items fall under 3-Phase Panel Improvement / Lift Station Control Panel

Replacement - Sands within Lift Station Improvements. These panels will cost the city \$421,718.40 + shipping.

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 12, 2024

RE: 10-20 HP Control Panel Replacements

Dear Nathan,

Following are prices for the requested equipment for the referenced project:

One (1) Duplex 10-20 horsepower, 460 volt 3 phase control panel with ACL motor starters, float or Fogrod control (equipment by the city) in stainless steel enclosure PER THE ATTACHED SCOPE

PRICE.....\$17,473.13

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 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

Controls Quotation

Date: 3/12/2024**To: Derrick Brandt – Municipal Equip.****Ref: MUN24009-R1****Project: Osage Beach 3PH Panels****Scope: Duplex Lift Station****From: Jamie Kissinger****Email: jamiiek@nexgencontrols.com****Ph: 501-273-0990****Direct: 501-499-0811****Website: <https://nexgencontrols.com>**

NexGen Controls is pleased to offer the below quotation based on the received data. Prices are honored for 30 days from the date on this proposal.

Proposal: 10/20HP, 460VAC/60HZ/3PH/3W, 10.7/25.5FLA

1. NEMA 4X 304 SS Enclosure with 3Pt. Pad-Lockable Handle.
2. Inner Door.
3. Main Circuit Breaker, Inner Door Accessible.
4. Distribution Blocks or Lugs.
5. Transient Voltage Surge Arrestor.
6. Fused Phase Monitor.
7. Motor Circuit Breaker for Each Pump.
8. NEMA Rated Starters with Solid State Overloads (9-27A Adjustable)
9. Inner Door Mounted Overload Reset Pushbuttons.
10. Fused Disconnect for Transformer.
11. Dry Type 3KVA Transformer, Outer Enclosure Mounted.
12. Control and Auxiliary Circuit Breakers, Inner Door Accessible.
13. 15A GFCI, Inner Door Mounted.
14. LED Service Light, Motion Activated.
15. 100 Watt Heater with T'Stat.
16. 12VDC Power Supplies with Battery Backup for Hightide and Alarm Circuit.
17. Inner Door Space for FogRod LIT-100 Controller, Field Installed.
18. CA462 SF/HT Monitors Installed. **(Customer Supplied)**
19. Relays and Timers as Required.
20. Elapsed Time Meter Each Pump.
21. 22mm Switches and LED Pilot Lights, Inner Door Mounted.
 - a. Run Pilot Light Each Pump.
 - b. Hand-Off-Auto Switch Each Pump.
 - c. Seal Fail Pilot Light Each Pump.
 - d. High Temp Pilot Light Each Pump.
 - e. SF/HT Reset Pushbutton Each Pump.
 - f. Control Power Available Pilot Light.
22. Field Wiring Terminals for FogRod Probe.
23. Top Mounted Red Lexan LED Alarm Light with Buzzer and Silence.
24. Space for HighTide HTT-1100 RTU, Field Installed.
25. Field Terminals as Required.
26. UL698A Listed.

Notes:

- a) Time frames or delivery dates are estimates only during quote/submittal stages and are not guaranteed due to global part shortages.
- b) Installation and Start up are by others. All components and equipment required for installation and/or start up is by others.

NexGen Controls and Systems
 700 Exchange Ave. STE 150, Conway, AR, 72032
 501-273-0990

- c) Items Not Specifically Stated Above are Not Included.
- d) Purchase orders, soft or hard copy, are required for Submittal and/or Production Release.
- e) Submittal lead time is currently at 2-3 weeks from receipt of PO.
- f) Product delivery lead time is currently at 10-12 weeks from receipt of binding production release. Times may vary due to availability of required items. In such events, BECI will recommend viable replacements or options to minimize production delays.
- g) A cancellation fee of up to 25% of the value of this proposal may apply after production release is received.
- h) Terms: Net 30, with approved credit. F.O.B.: Shipping point, unless otherwise stated herein.
- i) All State and Federal taxes, taxes of any other jurisdiction, any tariffs, etc. and all such charges are the responsibility of others.
- j) Quote freight charges are estimates only and may change without notice.
- k) Any deviation from this proposal may result in a price change.
- l) Changes made after production release may result in a price change.



QUOTE

Mr. Nathan Earp
City of Osage Beach, MO

DATE: March 15, 2024

RE: Sands Control Panel

Dear Nathan,

Following are prices for the requested equipment for the referenced project:

One (1) Quadplex 201 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.....\$203,952.10

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

March 14, 2024

Municipal Equipment Company, Inc.
13625 Lakefront Drive
Earth City, MO 63045

Attn: Mr. Derrick Brandt

Project Name: Sands Lift Station
Osage Beach, MO

Re: MCC Replacement

ECC Quote #: 240314FVC01

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) with automatic transfer switch (ATS) and control system in 2001/2002. The current MCC consists of a main incoming power section with 1600 amp automatic transfer switch (ATS) on the utility side, and 1200 amp on the generator side of the ATS. The MCC also includes a surge protection device (SPD), three (4) 304 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 lift station pump control panel is an integral part of the existing MCC, and incorporates the use of a touchscreen and Motorola SCADA unit/PLC to provide primary operation of the lift station and the added "flush pump" variable frequency drive (in separate control panel near the door of the EQ basin). When the station was installed, the Sands and Rockway lift stations pumped into the same force main. Therefore there was communication between Sands and Rockway lift stations, such that the total quantity of pumps operating at a time did not get above a specified quantity.

Currently, if the generator is on line, only three pumps may operate. The fourth pump is prevented from operating.

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) from the Rockway Lift Station.

2 Proposed System

The proposed system would consist of replacing the existing 1800 amp rated MCC with a non-MCC 1200 amp solution. The replacement would require a new switchboard in place of the existing incoming switchboard/ATS, all to be provided and installed by others. The new switchboard would include a new utility CT/PT cabinet, ATS, and 480 vac power panel with surge protection device (SPD)

**Challenged to Excel
Recognized for Achievement**

and circuit breakers for the following: SPD, four existing pumps, transformer, and spare space for an additional pump circuit breaker)

As described above, currently if the generator is on line, only three pumps may operate simultaneously. The system should be able to run four lift station pumps when on utility power, but will not be able to run a fifth future pump. Additionally, the existing flush pump panel and odor control unit would need to be re-wired (by others) such that they are powered from another power source (i.e. the new equipment replacing the existing MCC would not power these units).

It is my understanding that these stations no longer affect each other hydraulically, as they pump to separate force mains. Therefore, the modifications to the Sands lift station will not include any interaction between Sands and Rockway stations as far as pumping goes. However, the existing Sands flush pump would still need communications with Rockway, such that if Rockway has a high level, the Sands flush pump would be inhibited from running in automatic mode.

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 for the four Sands lift station pumps, other than the differences described with respect to Sands/Rockway communications. The new control panel would also have a transformer and lighting panel equivalent to what is in the existing MCC.

ECC has been requested to make the new panel without the functionality of a touchscreen or the Motorola PLC/SCADA unit, and make the new controls to 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). I have included the operation manual for the existing Motorola PLC, which includes a section on Sands/Rockway, as well as a section on flushing pump. The City is encouraged to read the operation manual, and agree that this functionality is not required, thus allowing the removal of the PLC from the design, which makes this station similar to other stations, albeit a quadraplex station.

The existing PLC telemetry equipment at this site would be removed (by others). A new cellular-based unit (High-Tide) would be provided in the new control panel, and function to replace the existing telemetry unit – similar to other stations with a High-Tide unit. The new unit would monitor the lift station status and flushing pump status, similar to other Osage Beach lift station sites. The new unit would output an inhibit to the Sands flush pump if Rockway had a high level alarm.

3 Equipment/Services Provided by Electric Controls Company

(1) Control Panel

Incoming Power: ~1019 A, 480 VAC, 3-Phase, 3 wire, (Panel rated for max 5, KA SCCR)

Panel to Control:

- A) (4) Wastewater pumps 201 HP, 235 FLA (270 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 (on 12” legs), 4-door

- Constructed of 304 stainless steel (brushed #4 finish)
- With painted steel subpanel(s)
- With painted steel inner door (in control section only)
- Provided on 18” legs with removable vented skirt screwed to enclosure legs front and back
- Power section on right, control section on left
- Approximate dimensions: 90” H x 126” W x 24” D

Includes:

- A) Control panel to be manufactured consistent with lift station CL-01, ECC drawing #400701
- B) Phase monitor with primary 1 amp fuse protection
- C) Power monitor (Shark 50) with display mounted through inner door (Voltage display provided only. Current display can be added at additional cost).

- D) 10 KVA transformer 480:240/120 VAC, 1-Phase/3-Wire with secondary short circuit protection (primary short circuit protection is included in the panelboard – provided by others)
- E) 100 Amp/12 circuit lighting panel with main breaker and 120/240 vac circuit breakers to accommodate generator block heater/battery charger/site light/various control panel interior loads
- F) Interior service lights, GFI duplex receptacle, and condensation heater
- G) 120 vac power filter
- H) Process display/controller for wetwell level primary process control
- I) Intrinsically safe barrier(s) for level sensor connection (to accommodate 5 float connections and 1 submersible level transmitter connections)
- J) Process Control Mode selector switch (Float/Process Controller/Reset) and pilot lights, with auto failover to float mode
- K) HOA switches, elapsed time meters, pump run/starter fault/seal fault/thermal fault/high level pilot lights mounted through inner door
- L) External alarm light
- M) Dry contacts provided (for remote monitoring by others) wired to terminal blocks in panel: phase fault, SPD fault (from SPD), high level (process controller), high level (float), pump run indication, starter fault/overload trip, thermal fault, seal fault
- N) 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, (1) power supply, (4) CA441 seal monitor, (4) CA442 temperature monitor)
- O) 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/expansion unit, battery, and power/communications peripherals provided by Municipal Equipment Company)
- P) Engineering Services: Panel design, functional testing at ECC, startup, training, for equipment provided by ECC for this site

Designation:

A) Sands Pump Control Panel

Notes:

- A) Panel to have space for 5th lift station pump motor starters and controls (on subpanel as well as on inner door), but no equipment for the 5th pump.
- B) Price does not include incoming cold sequence disconnect, utility meterbase, utility service disconnect, or automatic transfer switch.
- C) Circuit breaker short circuit protection for each pump and transformer is located in 480 vac panelboard.
- D) Price does not include installation. Control panel provided for installation/wiring on project site by others.
- E) Price does not include concrete housekeeping pad recommended for pad-mount enclosures. Existing pad is planned to be reused in place.
- F) 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.

- G) 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).

4 Equipment/Services Provided by Others

City

1. Provide bypass pumping during construction.
2. Provide hoisting/crane capabilities for removing existing and setting new equipment.

City/Electrical Contractor

1. Review existing conduit holes in concrete pad under MCC, as well as overall dimensions of all equipment, to confirm that new panel and electrical equipment will fit in its place.
2. Remove existing electrical equipment (MCC/ATS/Control panel).
3. Provide and install incoming power equipment (utility disconnect(s), meterbase, automatic transfer switch) on new electrical rack or in free-standing switchboard, and associated conduit/wire between this equipment and pump control panel.
4. 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.
5. Confirm operation of generator/ATS with pump control panel and pumps.
6. Remove existing telemetry unit.
7. Re-route power wiring to different source for flush pump and odor control 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.



March 25, 2024

Mr. Nathan Earp
City of Osage Beach
5757 Chapel Drive
Osage Beach, MO 65065

RE: Phase Perfect Solid State Phase Converter – To be Used with PE125/2 – 16.8 HP Grinder Pumps

We are pleased to offer the following equipment and services for your consideration for use at the referenced location:

(1) Phase Perfect Solid State Phase Converter – Pricing for 1-2 Units

Total Price.....\$ 15,100.00 EACH + Freight

(3) Phase Perfect Solid State Phase Converter – Pricing for 3+ Units

Total Price.....\$ 14,345.00 EACH + Freight

Let us know if there are any questions or comments concerning this item.

Sincerely,

Pete Plesko

General Notes and Comments:

- The prices are firm for 30 after the quote date. Refer to individual proposal for validity.
 - Payment terms are net 30 days with 1 ½ percent per month added on to past due accounts unless the proposal states otherwise. If different payment terms are requested at a future date, there may be an increase in price.
 - Prices include equipment, materials, and services as specifically listed. **No other items should be assumed to be included nor were they intended to be provided.**
 - The price does include start up assistance as listed in the attached proposals. Any required additional trips and days will be charged at \$1,500.00 per day if performed by Municipal Equipment Company, Inc. If performed by the manufacturer, their rates would apply.
 - **The prices do not include any applicable taxes.**
 - The delivery of the equipment would 2-3 weeks
 - 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: April 4, 2024
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Discussion - Consensus from the Mayor and Board of Aldermen as to the timing of a future Special Board of Aldermen Meeting for the purpose of a workshop to further discuss Water & Sewer User Charges, and to outline the objectives of said workshop to determine whether any additional data and information may be needed by staff.

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:

Outlining the objectives of a workshop will aid staff in determining any additional information that may be needed for further discussion on the topic.

Suggestions on the timing of the workshop: TBD late- April -- mid-May.

- 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, Erosion Control, Water, and Sewer (*Asst. City Administrator, M Welty*)
 - Streetlights – Pending completion in coordination with the SS4A grant.
 - Erosion Control, Water, and Sewer – Pending completion, Possible Public Forum/Comment Period in the upcoming month.
 - Incentive Guideline Revisions (*City Administrator, J Woods*)
 - Draft completion estimated TBD.
- Personnel (*HR Generalist, M Raye*)
 - Employee 360 Feedback Process
 - Pending launch; upcoming.
- Project Updates / Related Budgeted Items Update
 - Sidewalk Master Plan (*Asst. City Administrator, M Welty*)
 - Pending completion in coordination with the SS4A grant.
 - Swiss Village Treatment Plan (*Public Works Department*)
 - Evaluation study complete; update to the Mayor and Board forthcoming.
 - Tan Tar A Master Plan re: Infrastructure (*Asst. City Administrator, M Welty*)
 - FY2024 Budget partial inclusion as required by other factors; Project planning dependent on final contract reconciliation, currently in progress.
 - 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.