

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

December 7, 2023 - 6:00 PM
CITY HALL

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN'S COMMUNICATIONS

This is a time set aside on the agenda for citizens and visitors to address the Mayor and Board on any topic that is not a public hearing. For those here in person, speakers will be restricted to three minutes unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

Visitors attending via online will be in listen only mode. Any questions or comments for the Mayor and Board may 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 November 16, 2023
- ▶ Bills List - December 7, 2023

UNFINISHED BUSINESS

- A. Bill 23-83 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Don Schnieders Excavating for the Bluff Drive Shoulder Improvement Project for an amount not to exceed \$146,585.00. *Second Reading*
- B. Bill 23-84 - An ordinance of the City of Osage Beach, Missouri, amending section 110.110 providing for the Regular Board of Aldermen Meetings to begin at the hour of 5:30 pm on the first and third Thursday of each month. *Second Reading*

NEW BUSINESS

- A. Public Hearing - City of Osage Beach FY2024 Operating Budget; total proposed budget expenditures for FY2024 are \$47,732,018.
- B. Bill 23-90 - An ordinance of the City of Osage Beach, Missouri, adopting an annual budget for the fiscal year beginning January 1, 2024 and ending December 31, 2024, and appropriating funds pursuant to thereto. *First Reading*
- C. Bill 23-85 - An ordinance of the City of Osage Beach, Missouri, approving an extension of time to acquire certain property under the Redevelopment Agreement between the City of Osage Beach, Missouri and Lakeport Village, LLC. *First Reading*
- D. Bill 23-86 - 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 Lee C. Fine Airport Layout Plan Update Project. *First Reading*
- E. Bill 23-87 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Crawford, Murhpy, and Tilly for consulting services at the Lee C Fine Airport for Airport Layout Plan Update Project for an amount not to exceed \$481,000. *First Reading*
- F. Bill 23-88 - 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 Grand Glaize Airport Layout Plan Update Project. *First Reading*
- G. Bill 23-89 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Crawford, Murhpy, and Tilly for consulting services at the Grand Glaize Airport for the Airport Layout Plan Update Project for an amount not to exceed \$481,000. *First Reading*
- H. Motion to approve the purchase of 8 new networking expansion modules and necessary hardware

from Forward Slash Technologies for an amount not to exceed \$31,919.44

- I. Motion to approve the purchase of multiple sewer pumps from Municipal Equipment for a not to exceed amount of \$249,036.00, plus shipping costs.

STAFF COMMUNICATIONS

- A. Department Update List - December 7, 2023

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

ADJOURN

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

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

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

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

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
November 16, 2023**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, November 16, 2023, at 6:00 PM. The following were present in person: Mayor Michael Harmison, Alderman Phyllis Marose, Alderman Bob O'Steen, Alderman Justin Hoffman, Alderman Kellie Schuman, and Alderman Kevin Rucker. Via Zoom Alderman Richard Ross and 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 Chief Todd Davis, Building Official Ron White, Building Official Ron White, Human Resource Generalist Michael Raye, Airport Manager Ty Dinsdale and City Planner Cary Patterson.

PROCLAMATIONS

Proclamation authorizing the Mayor proclaim the month of November as National American Heritage Month

CITIZEN'S COMMUNICATIONS

Sharri Gaddy Thanked the City for reading the Proclamation.

APPROVAL OF CONSENT AGENDA

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

UNFINISHED BUSINESS

Bill 23-79 - An ordinance of the City of Osage Beach, Missouri, authorizing a change to the not to exceed amount, changing it from \$600,000 to \$775,000 for FY2023 under the existing contract with LOR Engineering, LLC dba Cochran Engineering, Professional Service Agreement. *Second Reading*

Alderman Marose made a motion to approve the second reading of Bill 23-79. This motion was seconded by Alderman Schuman. A roll call was taken to approve the second and final reading of Bill 23-79 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman O'Steen and Alderman Schuman, Alderman Hoffman, Alderman Rucker. Bill 23-79 was passed and approved as Ordinance 23.79. Via Zoom Alderman Ross

Bill 23-80 - An ordinance of the City of Osage Beach, Missouri, amending City Code Sections 110.290 Mayor and Board of Aldermen-Benefits, Section 125.030.A.2. General Provisions: Non-Covered Parties, Section 125.030.K.6 General Provisions: Nepotism, Section 125.120.B. Attendance and Leaves: Annual Vacation Leave, Section 125.120.E.9. Attendance and Leaves: Occupational Leaves: Holidays, Section 125.240.A. Other Employee Benefits: Insurance, and Section 125.240.C. Retirement Plans. *Second Reading*

Alderman Ross made a motion to amend the amount per meeting for the Mayor from \$100 to \$200, and the Aldermen per meeting amount from \$75 to \$150. This motion was seconded by Alderman Hoffman. Motion passes with voice vote. Via Zoom Alderman Ross.

Alderman Marose made a motion to approve the second reading with the amendment of Bill 23-80. This motion was seconded by Alderman Hoffman. A roll call was taken to approve the second and final reading of Bill 23-80 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman O'Steen and Alderman Schuman, Alderman Hoffman, Alderman Rucker. Bill 23-80 was passed and approved as Ordinance 23.80. Via Zoom Alderman Ross

NEW BUSINESS

Resolution 2023-04 - A resolution of the City of Osage Beach, Missouri, authorizing disposal of records according to the Missouri Records Retention Schedule

Alderman Rucker made a motion to authorize Resolution 2023-04. This motion was seconded by Alderman Hoffman. Motion passes with voice vote. Via Zoom Alderman Ross

Bill 23-81 - An ordinance of the City of Osage Beach, Missouri, authorizing, establishing, and providing for the election procedure to be followed for the General Municipal Election to be held on April 2, 2024, in the City of Osage Beach, Missouri. *First Reading and Second Reading*

Alderman Marose made a motion to approve the first reading of Bill 23-81. This motion was seconded by Alderman Schuman. Motion passes with voice vote. Via Zoom Alderman Ross.

Alderman Rucker made a motion to approve the second reading of Bill 23-81. This motion was seconded by Alderman O'Steen. A roll call was taken to approve the second and final reading of Bill 23-81 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman O'Steen and Alderman Schuman, Alderman Hoffman, Alderman Rucker. Bill 23-81 was passed and approved as Ordinance 23.81. Via Zoom Alderman Ross

Bill 23-82 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Raftelis Consultants INC, (DBA Raftelis) for a Public Works Operational Review and Assessment Project for an amount not to exceed \$55,000. *First and Second Reading*

Alderman Rucker made a motion to approve the first reading of Bill 23-82. This motion was seconded by Alderman O'Steen. Motion passes with voice vote. Via Zoom Alderman Ross. Roll call vote "Ayes" Alderman Rucker, Alderman Schuman, Alderman O'Steen. "Nays" Alderman Ross, Alderman Marose, Alderman Hoffman. Mayor Harmison broke ties with the Aye vote. Motion passes.

Alderman Schuman made a motion to approve the second reading of Bill 23-82. This motion was seconded by Alderman O'Steen. A roll call was taken to approve the second and final reading of Bill 23-82 and to pass same into ordinance: "Ayes" Alderman O'Steen, Alderman, Schuman, and Alderman Rucker. "Nays" Via Zoom Alderman Ross, Alderman Marose, Alderman and Alderman Hoffman. Bill 23-82 was passed and approved as Ordinance 23.82 with a breaking tie vote of Aye from Mayor Harmison.

Bill 23-83 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Don Schnieders Excavating for the Bluff Drive Shoulder Improvement Project for an amount not to exceed \$146,585.00. *First Reading*

Alderman Marose made a motion to approve the first reading of Bill 23-83. This motion was seconded by Alderman Rucker. Motion passes with voice vote. Via Zoom Alderman Ross.

Bill 23-84 - An ordinance of the City of Osage Beach, Missouri, amending section 110.110 providing for the Regular Board of Aldermen Meetings to begin at the hour of 5:30 pm on the first and third Tuesdays of each month. *First Reading*

Alderman Hoffman made a motion to amend the meeting time on the first and third Thursday from 6:00 pm to 5:30pm This motion was seconded by Alderman Marose. Motion passes with voice vote. Via Zoom Alderman Ross.

Alderman Rucker made a motion to approve the first reading of Bill 23-84 with the amendment and removing Tuesday and keeping the Board Meeting day of Thursday. This motion was seconded by Alderman Marose. Motion passes with voice vote. Via Zoom Alderman Ross.

STAFF COMMUNICATIONS

A. Department Update List - November 16, 2023

- Camden County Road Property Tax Questions (*City Treasurer, K Bell/City Attorney, Cole Bradbury*)
 - Pending county audit report update.

Capital Replacement Plan – LO/OB Joint Sewer Plant (*City Administrator, J Woods*)

- Pending inventory reconciliation; in process, completion November.

- Guideline Evaluation
 - o Design Guideline Revisions - Street Lights (*Asst. City Administrator, M Welty*)
 - Mayor/Board discussion/draft review December.
 - o Incentive Guideline Revisions (*City Administrator, J Woods*)
 - Draft completion estimated December/January.
- Personnel (*HR Generalist, M Raye*)
 - o Employee Benefits – re: LAGERS
 - Workshop schedule for January 11, 2023, 6 PM.
 - o Employee Survey Results
 - Estimated completion November.
 - o Employee 360 Feedback Process
 - To be included in the Employee Eval process 1st Quarter annually.
- Project Updates / Related Budgeted Items Update
 - o Park Master Plan (*Parks & Recreation Mgr, E Gregory*)
 - FY2024 Budget partial inclusion; Project and cost estimate list to be completed in November.
 - o Sidewalk Master Plan (*Asst. City Administrator, M Welty*)
 - Updated plan for Mayor/Board discussion December.
 - o Swiss Village Treatment Plan (*Public Works Department*)
 - Evaluation study to be completed soon; update on conclusions in December.
 - o Tan Tar A Master Plan re: Infrastructure (*Asst. City Administrator, M Welty*)
 - FY2024 Budget partial inclusion as required by other factors; Project list to be discussed during budget workshops in October/pending contract details reconciliation.
 - o Tan Tar A Estates Utilities Current Contract Explanation / Rate / Funding Review (*City Attorney, C Bradbury / City Administrator, J Woods*)
 - Remains in process/reconciling contract details; completion TBD.

City Staff contact noted in parenthesis.

- Notes estimated delivery/status.

City Administrator Woods – Attended GFOA Conference very informative.

City Attorney Bradbury – Very busy with compliance court issues. Working on Tan Tar A Estates issues. Will be getting back with more updates offline in the future.

City Clerk Berreth – Working Contractor Licenses.

City Police Chief Davis – 2 Dispatcher are completed their training and have begun training and interviewing 2 more applicants. Now there are 7 dispatchers.

Building Official White - The City has a great working relationship with all departments.

Human Resources Generalist Raye – 8 Positions open. Lagers workshop January 11th. Get all questions to Michael Raye or Jeana Woods.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman Rucker – Happy Thanksgiving – Concerns about the Tower - Did we send enough information to Mr. Loran and his son? Mayor Harmison will reach out Mr. Loran.

Alderman Hoffman – Questioned about sewer. And about job posting

Alderman O'Steen – Thank you for recognizing Indian Heritage. Lake Area Chamber of Commerce have a guide that honor Veterans to utilize discounts all year around at various locations.

Alderman Marose – Obtain a burn permit if you are going to burn leaves. Holiday lights at City Park. Crash Responders Week.

Alderman Ross - Gateway Trees at Wobbly Boots.

Mayor Harmison – Looking for volunteers to people to fill 3 Planning Commission members and Board of Adjustments.

Alderman Hoffman made a motion to adjourn at 7:20pm. This motion was seconded by Alderman Marose

ADJOURN

The meeting adjourned at 7:20 pm. 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 November 16, 2023, and approved December 7, 2023.

Tara Berreth, City Clerk

Michael Harmison, Mayor

** All meetings may be viewed on Facebook and YouTube for further details and clarification.

**CITY OF OSAGE BEACH
BILLS LIST
December 7, 2023**

Bills Paid Prior to Board Meeting	\$	229,456.46
Payroll Paid Prior to Board Meeting	\$	150,199.15
SRF Transfer Prior to Board Meeting	\$	112,771.48
TIF Transfers	\$	121,227.44
Bills Pending Board Approval	\$	330,992.64
Total Expenses	\$	944,647.17

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	BOOKS, MISC SALES TAX	0.76
			State Withholding	4,348.00
		INTERNAL REVENUE SERVICE	Fed WH	11,708.42
			FICA	8,481.28
			Medicare	1,983.57
			Loan Repayment	77.62
		MISSIONSQUARE RETIREMENT	Loan Repayment	111.88
			Loan Repayment	182.34
			Loan Repayment	139.12
			Loan Repayment	98.17
			Loan Repayment	153.05
			Loan Repayment	112.29
			Retirement 457 &	3,129.28
			Retirement 457	1,305.00
			Loan Repayments	166.79
			Loan Repayments	134.84
			Loan Repayments	182.82
			Loan Repayments	137.31
			Loan Repayments	538.06
			Loan Repayments	285.30
			Loan Repayments	113.03
			Loan Repayments	127.21
			Retirement Roth IRA %	224.53
			Retirement Roth IRA	377.00
		OPTUM BANK INC	HSA Contribution	388.33
			HSA Family/Dep. Contributi	<u>1,807.24</u>
			TOTAL:	36,313.24
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	247.48
			Medicare	57.89
		MISSIONSQUARE RETIREMENT	Retirement 401%	11.50
			Retirement 401	103.50
		AT&T MOBILITY-CELLS	MAYOR CELL PHONE	47.61
		O'KEEFE, GLORIA	CITIZENS ADVISORY MEETING	25.00
		THE PITNEY BOWES BANK INC	MAYOR/BOARD POSTAGE	5.00
		BOOTH, CORY	CITIZENS ADVISORY MEETING	25.00
		HAGEDORN, LUKE	CITIZENS ADVISORY MEETING	25.00
		SCHMITT, DARLINE	CITIZENS ADVISORY MEETING	25.00
		TYLER, GENIECE	CITIZENS ADVISORY MEETING	25.00
		KAUTZ, CHAD	CITIZENS ADVISORY MEETING	25.00
		VANHOOK, BOB	CITIZENS ADVISORY MEETING	<u>25.00</u>
			TOTAL:	647.98
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	674.63
			Medicare	157.78
		MISSIONSQUARE RETIREMENT	Retirement 401%	111.82
			Retirement 401	670.94
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	95.22
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	1,897.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	194.04
			Medicare	45.38
		MISSIONSQUARE RETIREMENT	Retirement 401%	32.54
			Retirement 401	195.26
		THE PITNEY BOWES BANK INC	CITY CLERK POSTAGE	500.00
		OPTUM BANK INC	HSA Contribution	18.75
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,060.97
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	615.47
			Medicare	143.94
		MISSIONSQUARE RETIREMENT	Retirement 401%	101.61
			Retirement 401	609.70
		WHITE, APRIL	MILEAGE FALL GFOA CONF-A W	101.53
		POWERS, KEGAN	REIMB PRKG MPR CONF- POWER	45.00
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	1,804.75
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	100.73
			Medicare	23.56
		MISSIONSQUARE RETIREMENT	Retirement 401%	16.88
			Retirement 401	101.29
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	317.46
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	365.38
			Medicare	85.45
		MISSIONSQUARE RETIREMENT	Retirement 401%	58.93
			Retirement 401	<u>353.59</u>
			TOTAL:	863.35
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	477.82
			Medicare	111.75
		MISSIONSQUARE RETIREMENT	Retirement 401%	80.50
			Retirement 401	483.02
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	231.31
		WEX INC	BLDG DEPT FUEL	287.04
		THE PITNEY BOWES BANK INC	BUILDING POSTAGE	275.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	2,171.44
Building Maintenance	General Fund	AMEREN MISSOURI	CITY HALL SVC 10/11-11/12/	3,175.32
		INTERNAL REVENUE SERVICE	FICA	59.48
			Medicare	13.91
		WOODLEY BUILDING MAINTENANCE	CITY HALL JANITORIAL SERVI	<u>3,360.85</u>
			TOTAL:	6,609.56
Parks	General Fund	INTERNAL REVENUE SERVICE	FICA	459.08
			Medicare	107.37
		MISSIONSQUARE RETIREMENT	Retirement 401%	25.00
			Retirement 401	353.44
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	104.28
		WEX INC	PARK DEPT FUEL	349.87
		AMEREN MISSOURI	LWR DIAMOND LTS 10/4-11/2/	111.61
			HWY 42 BLLPRK LTS 10/4-11/	38.92

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		THE PITNEY BOWES BANK INC	PARK POSTAGE	10.00
		OPTUM BANK INC	HSA Contribution	<u>112.50</u>
			TOTAL:	1,672.07
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	193.36
			Medicare	45.23
		MISSIONSQUARE RETIREMENT	Retirement 401%	32.19
			Retirement 401	193.13
		THE PITNEY BOWES BANK INC	HUMAN RESOURCES POSTAGE	10.00
		OPTUM BANK INC	HSA Contribution	18.75
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	567.66
Overhead	General Fund	CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL CABLE	65.47
		THE PITNEY BOWES BANK INC	OVERHEAD POSTAGE	10.00
		MARCO TECHNOLOGIES LLC	CH COPIER LEASE 9/26-10/25	364.38
		AIRESPRING INC	PHONE CONNECTION 11/2023	<u>300.00</u>
			TOTAL:	739.85
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	3,633.81
			Medicare	849.85
		MISSIONSQUARE RETIREMENT	Retirement 401%	544.36
			Retirement 401	3,395.79
		AT&T MOBILITY-CELLS	POLICE FN AIR CARDS	1,278.44
			POLICE DEPT CELL PHONES	425.12
		WEX INC	POLICE DEPT FUEL	5,958.52
			POLICE DEPT CAR WASHES	101.00
		THE PITNEY BOWES BANK INC	POLICE POSTAGE	80.00
		MARCO TECHNOLOGIES LLC	PD COPIER LEASE 9/26-10/25	182.13
		OPTUM BANK INC	HSA Contribution	187.50
			HSA Family/Dep. Contributi	<u>1,050.00</u>
			TOTAL:	17,686.52
911 Center	General Fund	AT & T/CITY HALL	911 PHONE SVC 10/23/2023	993.59
		INTERNAL REVENUE SERVICE	FICA	1,056.12
			Medicare	247.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	81.08
			Retirement 401	635.26
		CHARTER COMMUNICATIONS HOLDING CO LLC	COMM INTERNET	129.02
			COMM CABLE	36.64
		AT&T MOBILITY-CELLS	911 CENTER CELL PHONES	47.61
		THE PITNEY BOWES BANK INC	911 CENTER POSTAGE	5.00
		OPTUM BANK INC	HSA Contribution	75.00
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	3,456.32
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	201.26
			Medicare	47.07
		MISSIONSQUARE RETIREMENT	Retirement 401%	33.63
			Retirement 401	201.77
		THE PITNEY BOWES BANK INC	PLANNING POSTAGE	80.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	638.73
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	196.37
			Medicare	45.93

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MISSIONSQUARE RETIREMENT	Retirement 401%	32.77
			Retirement 401	196.59
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL INTERNET	297.71
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	91.85
		THE PITNEY BOWES BANK INC	IT POSTAGE	5.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
		AIRESPRING INC	INTERNET CONNECTIONS 11/20	<u>4,358.28</u>
			TOTAL:	5,299.50
Economic Development	General Fund	REPUBLIC SERVICES #435	SPECIAL EVENT TRASH SERVIC	250.00
		AT&T MOBILITY-CELLS	ECON DEV CELL PHONE	<u>12.43</u>
			TOTAL:	262.43
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	350.79
		INTERNAL REVENUE SERVICE	Fed WH	764.54
			FICA	645.85
			Medicare	151.04
		MISSIONSQUARE RETIREMENT	Retirment 457 &	148.89
			Retirement 457	188.00
		OPTUM BANK INC	HSA Contribution	40.00
			HSA Family/Dep. Contributi	<u>116.40</u>
			TOTAL:	2,405.51
Transportation	Transportation	INTERNAL REVENUE SERVICE	FICA	645.85
			Medicare	151.05
		MISSIONSQUARE RETIREMENT	Retirement 401%	90.05
			Retirement 401	629.81
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	559.80
		WEX INC	TRANS DEPT FUEL	2,947.20
		AMEREN MISSOURI	KK PALISADES LTG 9/29-10/3	97.77
			MAINT SALT BLDG 10/5-11/5/	12.16
			ST LTG SVC 10/1-11/1/23	4,137.61
			CUST OWNED LTG 10/1-11/1/2	336.24
			NICHOLS VIEW LTG 10/1-11/1	155.23
		LONG IV, ROBERT W	MEAL REIMB 2023 APWA CONF-	100.00
		MARCO TECHNOLOGIES LLC	PW COPIER LEASE 9/26-10/25	60.71
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	275.25
		WOODLEY BUILDING MAINTENANCE	PW- TRANS JANITORIAL SERVI	<u>596.07</u>
			TOTAL:	10,832.30
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	WATER SALES TAX	4,480.28
			State Withholding	411.71
		INTERNAL REVENUE SERVICE	Fed WH	1,032.90
			FICA	726.57
			Medicare	169.92
		MISSIONSQUARE RETIREMENT	Retirment 457 &	276.51
			Retirement 457	101.00
		OPTUM BANK INC	HSA Contribution	72.50
			HSA Family/Dep. Contributi	137.80
			01-7610-04	31.56
		ONE TIME VENDOR	05-1520-02	<u>11.70</u>
			TOTAL:	7,452.45
Water	Water Fund	GOEHRI, GEORGE	NOV INSURANCE PREMIUM	63.70
		INTERNAL REVENUE SERVICE	FICA	726.57

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	169.92
		MISSIONSQUARE RETIREMENT	Retirement 401%	101.17
			Retirement 401	606.99
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	376.04
		WEX INC	WATER DEPT FUEL	972.15
		AMEREN MISSOURI	6186 FIRE ST WELL 9/27-10/	3,121.40
			BLUFF RD TOWER 10/5-11/5/2	2,556.17
			COLLEGE WELL 10/04-11/02/2	967.28
			LK RD 54-59 WELL 9/26-10/2	422.23
			SWISS VLG WELL 9/27-10/26/	2,517.32
		DEVORE, CALEB	MILEAGE REIMB 10/28-11/03/	57.64
		THE PITNEY BOWES BANK INC	WATER POSTAGE	175.00
		MARCO TECHNOLOGIES LLC	PW COPIER LEASE 9/26-10/25	60.71
		OPTUM BANK INC	HSA Contribution	112.50
			HSA Family/Dep. Contributi	200.26
		WOODLEY BUILDING MAINTENANCE	PW- WATER JANITORIAL SERVI	<u>596.07</u>
			TOTAL:	13,803.12
NON-DEPARTMENTAL	Sewer Fund	FAMILY SUPPORT PAYMENT CENTER	Case #21281919	300.00
		MO DEPT OF REVENUE	State Withholding	660.50
		INTERNAL REVENUE SERVICE	Fed WH	1,351.76
			FICA	1,294.67
			Medicare	302.79
		MISSIONSQUARE RETIREMENT	Retirment 457 &	298.69
			Retirement 457	199.00
		OPTUM BANK INC	HSA Contribution	25.00
			HSA Family/Dep. Contributi	<u>343.30</u>
			TOTAL:	4,775.71
Sewer	Sewer Fund	INTERNAL REVENUE SERVICE	FICA	1,294.67
			Medicare	302.78
		JOE MACHENS FORD	2023 FORD F150 SEWER TRUCK	38,249.00
			2023 FORD F150 SEWER TRUCK	38,249.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	155.36
			Retirement 401	1,078.67
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	837.40
		WEX INC	SEWER DEPT FUEL	4,266.96
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	5,139.27
		THE PITNEY BOWES BANK INC	SEWER POSTAGE	125.00
		MARCO TECHNOLOGIES LLC	PW COPIER LEASE 9/26-10/25	60.72
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	424.49
		WOODLEY BUILDING MAINTENANCE	PW- SEWER JANITORIAL SERVI	<u>596.08</u>
			TOTAL:	90,816.90
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	325.00
		INTERNAL REVENUE SERVICE	Fed WH	862.26
			FICA	879.61
			Medicare	205.70
		MISSIONSQUARE RETIREMENT	Loan Repayment	156.06
			Loan Repayment	60.66
			Loan Repayment	43.54
			Retirment 457 &	134.27
			Loan Repayments	188.62
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>100.00</u>
			TOTAL:	2,955.72

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	879.61
			Medicare	205.70
		MISSIONSQUARE RETIREMENT	Retirement 401%	88.01
			Retirement 401	647.93
		CHARTER COMMUNICATIONS HOLDING CO LLC	AMB CABLE	36.64
		AT&T MOBILITY-CELLS	AMB FN AIR CARDS	88.48
			AMB DEPT CELL PHONES	47.61
		AMBULANCE REIMBURSEMENT SYSTEMS INC	OCT AMBULANCE REIMBURSEMEN	2,670.78
		WEX INC	AMB FUEL	625.08
		THE PITNEY BOWES BANK INC	AMBULANCE POSTAGE	10.00
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	5,562.34
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	LCF SALES TAX	2,095.12
			State Withholding	213.40
		INTERNAL REVENUE SERVICE	Fed WH	384.58
			FICA	375.40
			Medicare	87.79
		MISSIONSQUARE RETIREMENT	Retirment 457 &	27.27
			Retirement 457	45.00
			Loan Repayments	30.39
			Loan Repayments	37.15
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>55.00</u>
			TOTAL:	3,351.10
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	LCF RD WELL 10/5-11/6/23	12.16
			LCF RUNWAY LTS 9/27-10/26/	21.34
			AP FIREHOUSE 9/27-10/26/23	33.56
			KAISER TRMNL BLDG 10/5-11/	253.37
			LCF HANGAR 2 10/5-11/6/202	24.87
			LCF NEW AP HANGAR 10/5-11/	58.86
		INTERNAL REVENUE SERVICE	FICA	375.40
			Medicare	87.79
		MISSIONSQUARE RETIREMENT	Retirement 401%	45.17
			Retirement 401	353.86
		AT&T MOBILITY-CELLS	LCF AP CELL PHONES	23.80
		WEX INC	LCF FUEL	56.95
		THE PITNEY BOWES BANK INC	LCF POSTAGE	20.00
		OPTUM BANK INC	HSA Contribution	37.50
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	HSA Family/Dep. Contributi	195.00
			LCF JANITORIAL SERVICES	<u>851.93</u>
			TOTAL:	2,451.56
		GG SALES TAX	GG SALES TAX	55.69
			State Withholding	64.60
		INTERNAL REVENUE SERVICE	Fed WH	288.70
			FICA	243.47
			Medicare	56.95
		MISSIONSQUARE RETIREMENT	Retirment 457 &	13.44
			Retirement 457	30.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>55.00</u>
			TOTAL:	807.85
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	957 AIRPORT RD 9/22-10/25/	41.66
		INTERNAL REVENUE SERVICE	FICA	243.47

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	56.95
		MISSIONSQUARE RETIREMENT	Retirement 401%	25.38
			Retirement 401	246.27
		AT&T MOBILITY-CELLS	GG AP CELL PHONES	23.80
		WEX INC	GG FUEL	89.20
		THE PITNEY BOWES BANK INC	GG POSTAGE	10.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	105.00
		WOODLEY BUILDING MAINTENANCE	GG JANITORIAL SERVICES	<u>434.00</u>
			TOTAL:	1,275.73
TIF - Arrowhead	TIF - Arrowhead	ARROWHEAD DEVELOPMENT GROUP LLC	DVLPR REIMB CID 9/16-10/15	<u>948.74</u>
			TOTAL:	948.74

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

10	General Fund	82,017.43
20	Transportation	13,237.81
30	Water Fund	21,255.57
35	Sewer Fund	95,592.61
40	Ambulance Fund	8,518.06
45	Lee C. Fine Airport Fund	5,802.66
47	Grand Glaize Airport Fund	2,083.58
62	TIF - Arrowhead	948.74

GRAND TOTAL: 229,456.46

TOTAL PAGES: 7

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	LAKE AREA CHAMBER OF COMMERCE	DEC EGGS & ISSUES- M. HARM	<u>15.00</u>
			TOTAL:	15.00
City Administrator	General Fund	LAKE AREA CHAMBER OF COMMERCE	DEC EGGS & ISSUES- M. WELT	<u>15.00</u>
			TOTAL:	15.00
City Clerk	General Fund	LAKE SUN LEADER 81525 & 1586450	NOTICE OF FILING-ELECTN NO	<u>68.25</u>
			TOTAL:	68.25
City Attorney	General Fund	LAKE AREA CHAMBER OF COMMERCE	DEC EGGS & ISSUES-C. BRADB	<u>15.00</u>
			TOTAL:	15.00
Building Inspection	General Fund	PRECISION AUTO & TIRE SERVICE LLC	OIL CHANGE- BD2	66.95
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	4.46
			BLDG DEPT UNIFORM RENTAL	<u>4.46</u>
			TOTAL:	75.87
Building Maintenance	General Fund	SURECUT LAWN CARE LLC	OCT GROUNDS MAINTENANCE	2,589.29
			OCT GROUNDS LABOR	292.50
			SCOPE OF WORK-PRKNG LOT PR	7,747.03
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	1.36
			CH FLOOR MATS	92.50
			BLDG DEPT UNIFORM RENTAL	1.36
		STAPLES BUSINESS ADVANTAGE	PAPER TOWELS & HAND SOAP	75.32
			BATHROOM TOWELS	130.16
			TOILET PAPER & FORKS	121.83
		AMAZON CAPITAL SERVICES INC	AMERICAN FLAG	65.98
		COCHRAN ENGINEERING	BUILDING IMPROV ENG 10/202	4,112.50
		GEO SERVICES LLC	HVAC MAINTENANCE	6,400.00
		LINDYSPRING LAKE OF THE OZARKS	5-GAL BOTTLED WATER	7.95
			5-GAL BOTTLED WATER	7.95
			5-GAL BOTTLED WATER	7.95
			5-GAL BOTTLED WATER	15.90
		SHERLOCK HOME INSPECTIONS LLC	CH PEST CONTROL	<u>105.00</u>
			TOTAL:	21,774.58
Parks	General Fund	MOTOR HUT INC	FUEL CAP & OIL- CHAINSAW	51.50
		LAKE AREA CHAMBER OF COMMERCE	DEC EGGS & ISSUES- E. GREG	15.00
		O'REILLY AUTOMOTIVE STORES INC	THREADLOCKER	8.99
			FUEL STABILIZER	14.99
		CULLIGAN LAKE OF THE OZARKS	SOLAR SALT	14.50
			WATER SOFTENER 11/1-11/30/	106.50
		CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL	7.80
			PARKS DEPT UNIFORM RENTAL	7.80
		PARKWAY PLAZA TIRE	TIRE REPAIR- P2	25.00
		THE BUILDERS' ASSOCIATION	EXCAVATION TRAINING- PW	<u>225.00</u>
			TOTAL:	477.08
Human Resources	General Fund	LAKE REGIONAL OCCUPATIONAL MEDICINE	POST ACCIDENT TESTING	<u>45.00</u>
			TOTAL:	45.00
Police	General Fund	LEON UNIFORM CO INC	UNIFORM SHIRT- H. VERNON	77.99
			UNIFORM SHIRTS- J. SHELTON	117.98
			ID PANEL- J. CHAPMAN	32.00
		PSE INSTALLATION	REPAIR REAR LIGHTS- PD 21	75.00
		HEDRICK MOTIV WERKS LLC	MISSFIRE REPAIR- PD 15	85.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ALPHAGRAPHS OF OSAGE BEACH	BUSINESS CARDS- S. PHILLIP	44.50
		STAPLES BUSINESS ADVANTAGE	ADDRESS PAPER LABELS	13.78
		LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETAT	83.88
		AMAZON CAPITAL SERVICES INC	GLOBALSAT GNSS RECEIVERS	134.97
		MODERN MARKETING	CAUTION TAPE	<u>187.70</u>
			TOTAL:	852.80
Planning	General Fund	LAKE SUN LEADER 81525 & 1586450	NPH- BOARD OF ADJ CASE #35	<u>36.75</u>
			TOTAL:	36.75
Engineering	General Fund	BARTLETT & WEST INC	LAKEPORT PLAN 9/30-10/27/2	4,842.58
		COCHRAN ENGINEERING	GENERAL ENG 10/2023	<u>37,375.00</u>
			TOTAL:	42,217.58
Information Technology	General Fund	FORWARD SLASH TECHNOLOGY LLC	PHONE UPGRADE	<u>14,820.00</u>
			TOTAL:	14,820.00
Economic Development	General Fund	O'REILLY AUTOMOTIVE STORES INC	PLIERS & ZIPTIES-HOLIDAY L	<u>33.47</u>
			TOTAL:	33.47
Transportation	Transportation	RP LUMBER INC	CONCRETE- DUDE RANCH RD	251.58
			CONCRETE	251.58
			CONCRETE	251.58
		ECONO SIGNS & BARRICADE LLC	DARK GREEN FILM- MAKING SI	595.65
		O'REILLY AUTOMOTIVE STORES INC	COPPER TUBING KIT- LEAF VA	16.99
			SOCKET	6.99
			FUEL FILTERS- TRK 63	41.60
			FUEL PUMP, HOSE, CLAMPS-TR	71.48
			PRESSURE GAUGE & PANEL-TRK	17.98
		CORE & MAIN LP	PARTS- SHOP DRAINAGE	2,388.00
		SOUTHWEST STONE SUPPLY INC	2" CREEK ROCK- LOCUST ST	61.86
		CINTAS CORPORATION	TRANSPO DEPT UNIFORM RENTA	3.33
			TRANS DEPT UNIFORMS	159.42
			TRANS DEPT FLOOR MATS	12.25
			TRANSPO DEPT UNIFORM RENTA	3.33
			TRANS DEPT UNIFORMS	159.42
			TRANS DEPT FLOOR MATS	12.25
		AMAZON CAPITAL SERVICES INC	TRANSFER TAPE FOR SIGNS	115.96
			IGNITION COIL SPARK TESTER	29.96
		COCHRAN ENGINEERING	STREETS MISC ENG 10/2023	4,350.00
			OB RD IMPROV SUP #8 SC23-1	36,827.10
		MO DEPARTMENT OF CORRECTIONS	WORK AGREEMENT 10/10-11/10	459.62
		LINDYSPRING LAKE OF THE OZARKS	PW NOV WATER COOLER RENTAL	10.00
		ANDERSON ENGINEERING INC	PARKWAY EXT ENGINEERING	3,562.04
		THE BUILDERS' ASSOCIATION	EXCAVATION TRAINING- PW	225.00
		NICK'S TRUE VALUE HARDWARE	PW BATHROOM LIGHT BULBS	5.33
			PRTS/MTRLS- TRK 63	3.19
			PARTS/MRTLS- TRK 63	12.70
		MARCO TECHNOLOGIES LLC	PW PLOTTER SPLYS 10/26-11/	32.67
		RUSH TRUCK CENTERS OF MISSOURI INC	CABLE AIR TANK- TRK 66	<u>146.20</u>
			TOTAL:	50,085.06
Water	Water Fund	USABUEBOOK	CHEMICAL PUMPS & TUBING	1,465.90
			SWISS CHLORINE PUMP	1,104.63
			TRUCK VISES	627.90
			SWISS FLUORIDE HEAD ASSEMB	268.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TRUCK VISE	313.95
		O'REILLY AUTOMOTIVE STORES INC	DIESEL EXHAUST FLUID-HYDRO	55.98
		CORE & MAIN LP	2" & 1.5" BRASS NIPPLES	160.86
			1.5" BRASS NIPPLES	412.06
			METER FLAT LIDS & FRAMES	2,871.62
			METER LIDS & RINGS	1,600.00
			REPAIR BANDS	6,323.16
			6 SAMPLING STATIONS & PUMP	8,046.00
			7 SAMPLING STATIONS	9,100.00
			6 2" PRV	4,614.36
			1.5" PRV	2,078.73
			3/4" & 1" PRV	4,344.60
			TANDEM RESETTER- DUDE RANC	419.52
		CINTAS CORPORATION	WATER DEPT UNIFORM RENTAL	3.48
			WATER DEPT UNIFORMS	152.52
			WATER DEPT FLOOR MATS	12.24
			WATER DEPT UNIFORM RENTAL	3.48
			WATER DEPT UNIFORMS	152.52
			WATER DEPT FLOOR MATS	12.24
		LO ENVIRONMENTAL LLC	WATER TREATMENT PILOT	180.00
		AMAZON CAPITAL SERVICES INC	WORK BOOTS- J. LUTTRELL	259.65
			SPOONS,CUPS,FORKS,CUP SLEE	33.42
			COPY PAPER	19.99
		COCHRAN ENGINEERING	UNSERVED AREAS ENG 10/2023	2,405.00
			TOWER & WELL IMPROV 10/202	65.00
		REEVES-WIEDEMAN COMPANY	SAW BLADES	879.76
		LINDYSPRING LAKE OF THE OZARKS	PW NOV WATER COOLER RENTAL	10.00
		THE BUILDERS' ASSOCIATION	EXCAVATION TRAINING- PW	225.00
		NICK'S TRUE VALUE HARDWARE	PW BATHROOM LIGHT BULBS	5.33
		MARCO TECHNOLOGIES LLC	PW PLOTTER SPLYS 10/26-11/	32.67
		SHORT ELLIOTT HENDRICKSON INC	WATER TRTMNT PILOT STUDY	14,096.88
			TOTAL:	62,356.45
Sewer	Sewer Fund	UNITED RENTALS (NORTH AMERICA) INC	SAW RENTAL- ROCKWAY REPAIR	182.08
		HORNER & SHIFRIN INC	OB TL03 IMPROV-MARGARITAVI	3,225.00
		MOTOR HUT INC	MOWER REPAIR	611.08
		MUNICIPAL EQUIPMENT CO	RELAYS	1,730.16
			LIFT STATION FLOAT CONTROL	12,650.00
		O'REILLY AUTOMOTIVE STORES INC	ANTI-SEIZE- PUMP IMPELLER	11.99
			FUSES	9.98
			DIESEL EXHAUST FLUID	15.99
			FUSES	4.99
			TOW STRAPS-LFTNG CHECK VAL	65.98
			2 STROKE GAS MIX	8.99
			2 STROKE GAS MIX	8.99
			GSKT MTRL-STN 54-1 CHECK V	16.70
		CONSOLIDATED ELECTRICAL DISTR, INC	MULTI-TAP CONNECTORS-ROCKW	147.12
			UNDERGRND SPLICE KIT-WINDY	54.00
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	OCT MONTHLY FLOWS	40,612.66
		BUTLER SUPPLY CO	SMALL HUB CLOSING PLATE	9.00
		CROWN POWER & EQUIPMENT	SKID STEER TRACKS	2,294.46
			SKID STEER TRACKS	2,869.10
		DAM STEEL SUPPLY	FLAT STOCK-IMPELLER PULLER	11.25
		CORE & MAIN LP	MARKING FLAGS & PAINT	170.16
			PRTS- PRESSURE GAUGE INSTA	633.01
			PRTS-PRESSURE GAUGE INSTAL	142.22

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PRECISION AUTO & TIRE SERVICE LLC	SPRK PLUGS & SHUTTER FIX-T	278.84
		JCI INDUSTRIES INC	PUMP REPAIR	250.00
			PUMP REPAIR	500.00
			PUMP REPAIR	500.00
			PUMP REPAIR	250.00
			PUMP REPAIR	500.00
			PUMP REPAIR	500.00
		CINTAS CORPORATION	SEWER DEPT UNIFORM RENTAL	1.23
			SEWER DEPT UNIFORMS	211.69
			SEWER DEPT FLOOR MATS	12.25
			SEWER DEPT UNIFORM RENTAL	1.23
			SEWER DEPT UNIFORMS	211.69
			SEWER DEPT FLOOR MATS	12.25
		AMAZON CAPITAL SERVICES INC	SPOONS,CUPS,FORKS,CUP SLEE	33.43
			HI VIS SAFETY BIB PANTS-DU	110.10
			COPY PAPER	20.00
		COCHRAN ENGINEERING	PROFESSIONAL SVCS ENG 10/2	915.00
			LIFT STN IMPROV ENG 10/202	8,118.75
			TTA ESTATES REHAB 10/2023	3,822.50
			UNSERVED AREAS ENG 10/2023	7,288.75
		REEVES-WIEDEMAN COMPANY	STAINLESS FITTINGS- STOCK	177.20
			STAINLESS STEEL PARTS- STO	3,415.00
			HEX BUSHING- ROCKWAY PRESS	16.78
			BRASS FITTINGS- STOCK	2,386.52
			PARTS- ELBOW CAY REPAIR	156.31
			PRESSURE GAUGE- STN 54-3	65.23
		1ST CHOICE SEPTIC PUMPING LLC	ELBOW CAY TANK INSTALL	4,760.00
		LINDYSPRING LAKE OF THE OZARKS	PW NOV WATER COOLER RENTAL	10.00
		THE BUILDERS' ASSOCIATION	EXCAVATION TRAINING- PARKS	225.00
		NICK'S TRUE VALUE HARDWARE	PW BATHROOM LIGHT BULBS	5.33
		MARCO TECHNOLOGIES LLC	PW PLOTTER SPLYS 10/26-11/	32.66
			TOTAL:	100,272.65
Ambulance	Ambulance Fund	HEDRICK MOTIV WERKS LLC	OIL CHANGE- M10	90.00
		MCKESSON MEDICAL SURGICAL MN SUPPLY IN	MEDICAL SUPPLIES	638.95
			TOTAL:	728.95
Lee C. Fine Airport	Lee C. Fine Airpor	GIER OIL CO INC	250 GAL LCF UNLEADED GAS	899.75
		NAEGLER OIL CO	7,001 GAL LCF JET FUEL	25,058.32
			LCF EQUIP & SATELLITE FEE	60.00
		CINTAS CORPORATION	LCF UNIFORM RENTAL	7.59
			LCF UNIFORM RENTAL	7.59
		O'REILLY AUTOMOTIVE STORES INC	MOTOR OIL- FUEL TRUCK	79.96
			OIL FILTER- FUEL TRUCK	19.90
			IGNITION COIL- JET TRK REP	21.00
		DBT TRANSPORTATION SERVICES LLC	NAVAID RPLCMNT ANTENNA @ L	6,600.00
			TOTAL:	32,754.11
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	1,200 GAL GG JET FUEL	4,295.10
			GG EQUIP CHRG & SATELLITE	46.00
		CINTAS CORPORATION	GG UNIFORM RENTAL	3.97
			GG UNIFORM RENTAL	3.97
			TOTAL:	4,349.04

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

10	General Fund	80,446.38
20	Transportation	50,085.06
30	Water Fund	62,356.45
35	Sewer Fund	100,272.65
40	Ambulance Fund	728.95
45	Lee C. Fine Airport Fund	32,754.11
47	Grand Glaize Airport Fund	4,349.04

GRAND TOTAL: 330,992.64

TOTAL PAGES: 5

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 7, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-83 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Don Schnieders Excavating for the Bluff Drive Shoulder Improvement Project for an amount not to exceed \$146,585.00. *Second Reading*

Requested Action:

Second Reading of Bill #23-83

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:

No - (Transportation Fund, pending FY2024 budget adoption)

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-773155 Misc Streets/Roads Proposed in the 2024 Budget

Department Comments and Recommendation:

This project was bid out in October and the bids were opened on November 2nd. The City received three bids and the low bid is from Don Schnieders Excavating for \$146,585.00. The City has worked with this contractor multiple times within the last year. Most recently on the Osage Beach City Hall Improvements project and we have a good working relationship with the contractor.

This project will repair a failing shoulder along Bluff Drive between Ski Drive and Hammock Lane. \$120,000 is in the 2024 draft budget for this project, a carryover from FY2023 budget. The project is over budget and will work with the City Administrator to ensure that this updated amount is in draft 2 of the 2024 budget. The additional \$26,585.00 needed will have to come at the expense of another project. Likely, one of the drainage projects will be pushed to the following year. I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-83 is in correct form.

City Administrator Comments:

The first reading was read and approved on November 16, 2023.

This is a FY2023 carryover project included in the FY2024 Operating Budget v1. As stated above, FY2024 Operating Budget v2 will require modification to fund the carryover project upon contract award by the Board of Aldermen.

BILL NO. 23-83

ORDINANCE NO. 23.83

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH DON SCHNIEDER EXCAVATING FOR THE BLUFF DRIVE SHOULDER IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$146,585.00

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a Contract with Don Schnieder Excavating., 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 One Hundred Forty-Six Thousand Five Hundred Eighty-Five Dollars. (\$146,585.00)

Section 3. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME: November 16, 2023

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.83 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. 23.83.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

Bluff Drive Shoulder Improvements

BID FORM

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

Gentlemen:

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

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

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

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

No. NA Dated _____

No. _____ Dated _____

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

(See next page for itemized bid form)

Bluff Drive Shoulder Improvements

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1	\$16,000.00	\$16,000.00
2	Traffic Control	LS	1	\$22,970.00	\$22,970.00
3	Force Main Pot Hole & Locate	EA	4	\$490.00	\$1,960.00
4	Clearing and Grubbing	LS	1	\$3,120.00	\$3,120.00
5	Subgrade Excavation	CY	160	\$63.00	\$10,080.00
6	Removal of Guardrail	LS	1	\$3,000.00	\$3,000.00
7	Engineered Fill (12" minus)	CY	200	\$107.00	\$21,400.00
8	Aggregate Base - Type V	Ton	60	\$61.00	\$3,660.00
9	Asphalt Pavement - Bituminous Base	Ton	16	\$690.00	\$11,040.00
10	Asphalt Pavement - Type BP-1	Ton	16	\$690.00	\$11,040.00
11	Midwest Guardrail System	LF	420	\$42.00	\$17,640.00
12	Crashworthy End Terminal	EA	1	\$4,300.00	\$4,300.00
13	Sign Relocation	EA	1	\$1,000.00	\$1,000.00
14	Silt Fence	LF	355	\$5.00	\$1,775.00
15	Site Restoration & Clean Up	LS	1	\$5,600.00	\$5,600.00
16	Force Account	LS	1	\$5,000.00	\$5,000.00
Total Base Bid:					\$139,585.00

TOTAL BID IN WRITING: One Hundred Thirty-Nine Thousand, Five Hundred Eighty-Five Dollars

Alternate No. 1

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Temporary Traffic Signal & Control	LS	1	\$7,000.00	\$7,000.00

Bluff Drive Shoulder Improvements

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

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

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

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

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

Dated at Jefferson City, Missouri this 2nd day of November, 2023.

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

Signature and Title

Typed or Printed Name

Doing Business As

Name of Firm

Business Address of Bidder: _____

Telephone No. _____

Bluff Drive Shoulder Improvements

IF A PARTNERSHIP:

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder: _____

Telephone No. _____

IF A CORPORATION: Don Schnieders Excavating Company, Inc.

Name of Corporation

By Donald E. Rhea President

Signature & Title

Donald E. Rhea

Typed or Printed Name

ATTEST:

Bruce L. Bax
Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Bruce L. Bax

Typed or Printed Name

Business Address of Bidder: _____

1307 Fairgrounds Road

Jefferson City, MO 65109

Telephone No. (573)893-2251

If Bidder is a Corporation, supply the following information:

State in which Incorporated: Missouri

Name and Address of its: President Donald E. Rhea

1307 Fairgrounds Road, Jefferson City, MO 65109

Secretary Bruce L. Bax

1307 Fairgrounds Road, Jefferson City, MO 65109

**Bid Tabulation
Bluff Drive Shoulder Improvements
Osage Beach Project No.
November 2, 2023**



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

Item	Description	Unit	Quantity	Engineer's Estimate		Don Schnieders Excavating		Stockman Construction	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 16,000.00	\$ 16,000.00	\$ 30,300.00	\$ 30,300.00
2	Traffic Control	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 22,970.00	\$ 22,970.00	\$ 40,000.00	\$ 40,000.00
3	Force Main Pot Hole & Locate	EA	4	\$ 1,500.00	\$ 6,000.00	\$ 490.00	\$ 1,960.00	\$ 1,100.00	\$ 4,400.00
4	Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,120.00	\$ 3,120.00	\$ 20,000.00	\$ 20,000.00
5	Subgrade Excavation	CY	160	\$ 35.00	\$ 5,600.00	\$ 63.00	\$ 10,080.00	\$ 130.00	\$ 20,800.00
6	Removal of Guardrail	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 7,900.00	\$ 7,900.00
7	Engineered Fill (12" minus)	CY	200	\$ 50.00	\$ 10,000.00	\$ 107.00	\$ 21,400.00	\$ 190.00	\$ 38,000.00
8	Aggregate Base - Type V	Ton	60	\$ 40.00	\$ 2,400.00	\$ 61.00	\$ 3,660.00	\$ 55.00	\$ 3,300.00
9	Asphalt Pavement - Bituminous Base	Ton	16	\$ 225.00	\$ 3,600.00	\$ 690.00	\$ 11,040.00	\$ 550.00	\$ 8,800.00
10	Asphalt Pavement - Type BP-1	Ton	16	\$ 225.00	\$ 3,600.00	\$ 690.00	\$ 11,040.00	\$ 570.00	\$ 9,120.00
11	Midwest Guardrail System	LF	420	\$ 35.00	\$ 14,700.00	\$ 42.00	\$ 17,640.00	\$ 48.00	\$ 20,160.00
12	Crashworthy End Terminal	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 4,300.00	\$ 4,300.00	\$ 4,700.00	\$ 4,700.00
13	Sign Relocation	EA	1	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00
14	Silt Fence	LF	355	\$ 3.50	\$ 1,242.50	\$ 5.00	\$ 1,775.00	\$ 6.00	\$ 2,130.00
15	Site Restoration & Clean Up	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 5,600.00	\$ 5,600.00	\$ 3,000.00	\$ 3,000.00
16	Force Account	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL BASE BID					\$ 116,142.50		\$ 139,585.00		\$ 218,360.00

Item	Alternate No. 1	Unit	Quantity	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Temporary Traffic Signal & Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 8,650.00	\$ 8,650.00

Total Bid	\$	121,142.50	\$	146,585.00	\$	227,010.00
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Bluff Drive Shoulder Improvements

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 Don Schneiders Excavating Company, INC a corporation of the State of Missouri Party of the Second Part and hereinafter called the **Contractor**.

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:

Bluff Drive Shoulder Improvements

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 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.

Bluff Drive Shoulder Improvements

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 Michael Harmison/Mayor
Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

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

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 7, 2023
Originator: Tara Berreth, City Clerk
Presenter: Michael Harmison, Mayor

Agenda Item:

Bill 23-84 - An ordinance of the City of Osage Beach, Missouri, amending section 110.110 providing for the Regular Board of Aldermen Meetings to begin at the hour of 5:30 pm on the first and third Thursday of each month. *Second Reading*

Requested Action:

Second Reading of Bill #23-84

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 23-84 is in correct form.

City Administrator Comments:

The first reading was read and approved, with the modification to change the meeting time to 5:30 PM, leaving the meeting day to the first and third Thursday of each month.

As I provided for the discussion at the November 2, 2023 Board of Aldermen meeting on said topic, below are other regularly scheduled meetings of the City, or of others with representation by Mayor/Board/Staff, that may aid in the discussion and decision

making.

- Osage Beach Planning Commission - 2nd Tuesday Monthly, 6 PM
- Lake Ozark/Osage Beach Joint Sewer Board Meeting - 3rd Tuesday Monthly/Semi-Monthly, 4 PM (Held at Lake Ozark City Hall, Board and Staff Representation on Board)
- Osage Beach Board of Adjustment - 3rd Wednesday Monthly, 4 PM
- Osage Beach Special Road District Meeting - 3rd or 4th Wednesdays Monthly, 6 PM (Held at OB City Hall, City Staff participation on behalf of the City)
- Osage Beach Municipal Court - Currently 2nd and 4th Thursdays, 9 AM - 3 PM (Likely to change to a Monday schedule in 2024, decision pending)

If changes are made to the regularly scheduled Board meetings, modifications to the Board packet schedule will be made to accommodate any said changes.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 110.110 PROVIDING FOR THE REGULAR BOARD OF ALDERMEN MEETINGS TO BEGIN AT THE HOUR OF 5:30 P.M. ON THE FIRST AND THIRD THURSDAYS OF EACH MONTH.

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

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

Section 110.110 Regular Meetings

The Board of Aldermen shall meet in regular session in the council room of the City Hall at the hour of ~~6:00~~ **5:30** p.m. on the first (1st) and third (3rd) Thursdays of each month. When any such meeting day is a holiday, the regular meeting shall be held at such time as may be provided by the Board. The Board may, by motion, dispense with any regular meeting, but at least one (1) meeting, regular or special, must be held in each calendar month.

Section 2. Severability.

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

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

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

Section 4. That this Ordinance shall be in full force and effect shall be in full force and effect on January 1, 2024, and approval by the Mayor.

READ FIRST TIME: November 16, 2023

READ SECOND TIME

I hereby certify that Ordinance No.23.84 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. 23.84.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 7, 2023
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Public Hearing - City of Osage Beach FY2024 Operating Budget; total proposed budget expenditures for FY2024 are \$47,732,018.

Requested Action:

Public Hearing

Ordinance Referenced for Action:

In accordance with section 135.020.B.2. Budget and Financial Control, Adoption, the Mayor and Board of Aldermen shall adopt the annual budget prior to the first day of the fiscal year, January 1. A Public Hearing shall precede the adoption of the budget.

Deadline for Action:

Yes - An adopted budget is required prior to January 1, and a Public Hearing is needed prior to adoption.

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:

A public hearing is required per City Code prior to the adoption of the City's operating budget to give the public an opportunity to comment on the proposed budget. Budget details are enclosed with the proposed Bill 23.90 requesting budget adoption following the public hearing on this agenda.

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 7, 2023
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 23-90 - An ordinance of the City of Osage Beach, Missouri, adopting an annual budget for the fiscal year beginning January 1, 2024 and ending December 31, 2024, and appropriating funds pursuant to thereto. *First Reading*

Requested Action:

First Reading of Bill #23-90.

Ordinance Referenced for Action:

In accordance with section 135.020.B.2 Budget and Financial Control, Adoption, the Mayor and Board of Aldermen shall adopt the annual budget prior to the first day of the fiscal year, January 1.

Deadline for Action:

Yes - Budget adoption is required prior to January 1, 2024, the beginning of the new fiscal year.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

City Administrator Comments:

FY2024 Operating Budget Draft v2 is a result of the discussions and motions approved during the three budget workshops held in October with the Mayor, Board of Aldermen, and department staff, in addition to errors found and needed modifications to ensure each fund's budget was balanced.

FY2024 Operating Budget v2 represents the following spending plan by fund. First reading is requested, following the required public hearing. The second reading will follow at an upcoming meeting, presumably December 21, 2023.

GOVERNMENTAL FUNDS

General Fund	\$ 12,426,213
CIT Fund	\$ 4,328,072
Transportation Fund	\$ 8,325,139

ENTERPRISE FUNDS

Water Fund	\$ 3,844,837
Sewer Fund	\$ 9,101,492
Ambulance Fund	\$ 890,323
Lee C Fine Airport Fund	\$ 6,077,843
Grand Glaize Airport Fund	\$ 1,465,599

COMPONENT UNITS

Total Component Unit Expenditures	\$ 1,272,500
-----------------------------------	--------------

TOTAL FY2024 EXPENDITURES \$ 47,732,018

Changes in the General Fund netted the fund unbalanced nearly \$185,000; therefore, two of the four new positions requested were removed, requesting to be considered at a later date, and a slight modification to the fund's reserves was made in order to balance the fund. Changes in the Sewer Fund netted a decrease in Transfers From Other Funds needed for Capital Expenditures, having a positive cash affect in both the CIT Fund and the Water Fund. Changes in the Ambulance Fund netted a slight decrease in transfers needed from the General Fund, and changes in both airport funds netted a slight decrease in transfers needed from the Transportation Fund.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024, AND APPROPRIATING FUNDS PURSUANT THERETO

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

Section 1. That the budget for the City of Osage Beach, Missouri, for the fiscal year beginning January 1, 2024 and ending December 31, 2024, of which a budget summary is attached hereto as Exhibit A, is made a part hereof as if fully set forth herein is hereby adopted.

Section 2. That funds are hereby appropriated for expenditures set forth in said budget and approved as follows:

GOVERNMENTAL FUNDS	
General Fund	\$ 12,426,213
CIT Fund	\$ 4,328,072
Transportation Fund	\$ 8,325,139
ENTERPRISE FUNDS	
Water Fund	\$ 3,844,837
Sewer Fund	\$ 9,101,492
Ambulance Fund	\$ 890,323
Lee C Fine Airport Fund	\$ 6,077,843
Grand Glaize Airport Fund	\$ 1,465,599
COMPONENT UNITS	
Total Component Unit Expenditures	<u>\$ 1,272,500</u>
TOTAL FY2024 EXPENDITURES	<u>\$ 47,732,018</u>

Section 3. This Ordinance shall be in full force and effect January 1, 2024

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that Ordinance No. 23.90 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. 23.90.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk



City of Osage Beach FY2024 Operating Budget

**Draft v2
December 7, 2023**

City of Osage Beach
FY2024 Operating Budget Draft v2

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Component Units – Tax Incentive Special Districts**Combined Component Units Total**

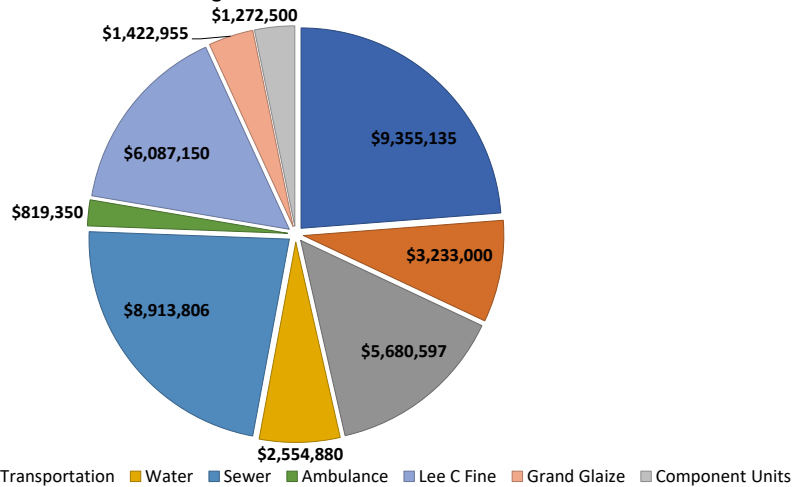
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**City of Osage Beach
FY2024 Operating Budget**

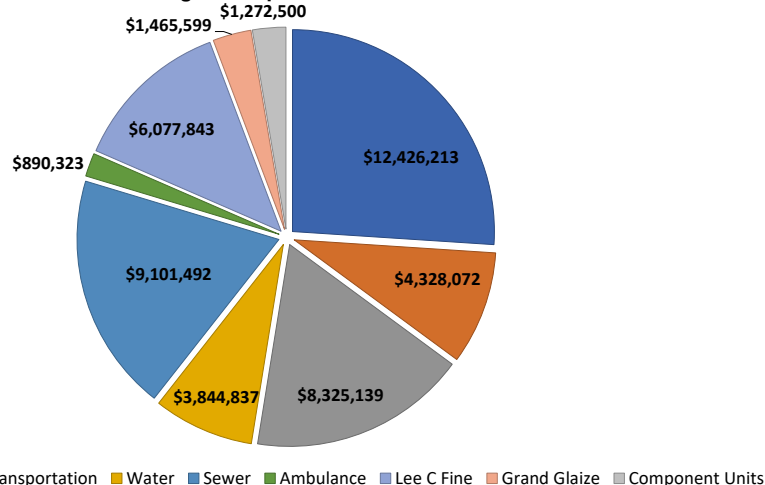
All Fund Summary

	Governmental Funds			Enterprise Funds					Component Units	TOTAL
	General	Capital Improvement Tax (CIT)	Transportation	Water	Sewer	Ambulance	Lee C Fine	Grand Glaize		
Cash & Equivalent Balance January 1, 2024	\$ 5,074,211	\$ 2,582,559	\$ 5,895,954	\$ 2,942,345	\$ 2,950,296	\$ 72,613	\$ 76,324	\$ 91,126	\$ -	\$ 19,685,428
Restricted - Fund Reserve	1,933,000	-	3,537,120	1,186,273	457,908	-	-	31,000	-	7,145,301
Restricted - Other	982,604	125,000	-	875,565	2,486,523	-	-	-	-	4,469,692
Unrestricted	2,158,607	2,457,559	2,358,834	880,507	5,865	72,613	76,324	60,126	-	8,070,435
Total Revenue	\$ 9,355,135	\$ 3,233,000	\$ 5,680,597	\$ 2,554,880	\$ 8,913,806	\$ 819,350	\$ 6,087,150	\$ 1,422,955	\$ 1,272,500	\$ 39,339,373
Expenditures										
Personnel Services	6,259,333	-	615,175	519,800	942,800	701,050	345,150	210,070	-	9,593,378
Operations & Maintenance	2,818,617	103,250	922,900	1,178,890	3,517,037	175,573	1,007,593	224,729	89,050	10,037,639
Capital Expenditures	1,989,659	-	5,836,064	1,322,847	4,321,960	13,700	4,725,100	1,030,800	-	19,240,130
Debt Service	-	-	-	173,300	319,695	-	-	-	1,183,450	1,676,445
Transfer to Other Funds	1,358,604	4,224,822	951,000	650,000	-	-	-	-	-	7,184,426
Total Expenditures	\$ 12,426,213	\$ 4,328,072	\$ 8,325,139	\$ 3,844,837	\$ 9,101,492	\$ 890,323	\$ 6,077,843	\$ 1,465,599	\$ 1,272,500	\$ 47,732,018
Cash & Equivalent Balance December 31, 2024	\$ 2,003,133	\$ 1,487,487	\$ 3,251,412	\$ 1,652,388	\$ 2,762,610	\$ 1,640	\$ 85,631	\$ 48,482	\$ -	\$ 11,292,783
Restricted - Fund Reserve	1,950,000	-	3,240,468	1,221,793	238,379	-	65,000	31,000	-	6,746,640
Restricted - Other	32,000	125,000	-	425,500	2,495,849	-	-	-	-	3,078,349
Unrestricted	21,133	1,362,487	10,944	5,095	28,382	1,640	20,631	17,482	-	1,467,794

FY2024 Budgeted Revenues - All Funds



FY2024 Budgeted Expenditures - All Funds



City of Osage Beach
FY2024 Operating Budget
Summary of Personnel Expenditures All Funds

	<i>FY2023 Budget</i>	<i>FY2023 Projected Year-End</i>	<i>FY2023 Budget vs. FY2023 Projected Year-End</i>	<i>FY2024 Budget</i>	<i>FY2023 Budget vs. FY2024 Budget</i>	<i>FY2023 Projected Year-End vs. FY2024 Budget</i>
Salaries	5,567,100	4,981,884	-10.5%	6,129,400	10.1%	23.0%
Per Meeting Expense	16,500	15,475	-6.2%	30,800	86.7%	99.0%
Overtime	257,000	454,268	76.8%	298,000	16.0%	-34.4%
Holiday Pay	102,720	90,345	-12.0%	172,850	68.3%	91.3%
Educational Incentive	41,250	40,855	-1.0%	42,750	3.6%	4.6%
Commissions	1,000	750	-25.0%	1,000	0.0%	33.3%
Health Insurance	1,520,819	1,077,469	-29.2%	1,502,300	-1.2%	39.4%
Dental Insurance	43,895	30,594	-30.3%	49,220	12.1%	60.9%
125 Medical Reimbursement	1,750	1,750	0.0%	1,750	0.0%	0.0%
Employee Life Insurance	12,639	14,834	17.4%	17,710	40.1%	19.4%
Short Term Disability	14,759	14,079	-4.6%	19,050	29.1%	35.3%
Vision Insurance	10,124	6,778	-33.1%	11,200	10.6%	65.3%
FICA/FMED	460,895	422,108	-8.4%	510,783	10.8%	21.0%
Retirement 401	408,128	358,084	-12.3%	595,165	45.8%	66.2%
Unemployment Compensation	-	724	n/a	-	n/a	n/a
Workers' Compensation	186,175	208,328	11.9%	211,400	13.5%	1.5%
TOTAL Personnel Expenditures	\$ 8,644,754	\$ 7,718,323	-10.7%	\$ 9,593,378	11.0%	24.3%

City of Osage Beach
FY2024 Operating Budget

Personnel Schedule Details FY2024

<u>Department</u>	<u>Full Time</u>	<u>Part-time/ Seasonal</u>	<u>Total</u>
City Administrator	3	0	3
City Clerk	1.5	0	1.5
City Treasurer	4	0	4
Municipal Court	1	0	1
City Attorney	1	0	1
Building Inspection	4	0	4
Building Maintenance	0	1	1
Parks & Recreation	5	4	9
Human Resources	2.5	0	2.5
Police	30	0	30
911 Center	11	1	12
Planning	1	0	1
City Engineer	2	0	2
Information Technology	2	0	2
Economic Development	0	0	0
Total General Fund	68	6	74
Public Works			
Transportation Fund	7.67	1	8.67
Water Fund	6.66	0	6.66
Sewer Fund	12.67	0	12.67
Total Public Works	27	1	28
Ambulance Fund	7	10	17
Lee C. Fine Airport Fund	4.6	1	5.6
Grand Glaize Airport Fund	2.4	1	3.4
Total Personnel Authorized	109	19	128

City of Osage Beach
FY2024 Operating Budget

Personnel Schedule FY2020 - FY2024

<u>Department</u>	<u>Full - Time Equivalents</u>				
	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
City Administrator	3	3	3	3	3
City Clerk	2	1.5	1.5	1.5	1.5
City Treasurer	5	4.5	4	4	4
Municipal Court	1	1	1	1	1
City Attorney	1	1	1	1	1
Building Inspection	3.5	2.5	3.5	3.5	4
Building Maintenance	0.73	0.73	0.73	0.73	0.73
Parks & Recreation	5.73	5.73	6	6	6
Human Resources	1	1	1.5	1.5	2.5
Police	29	28	28	30	30
911 Center	11	11	11	11	11.5
Planning	1.5	1.5	1.5	1.5	1
Engineering	6	3.25	1	1	2
Information Technology	1	1	1	1	2
Economic Development	0	0	1	1	0
Total General Fund	71.71	65.71	65.73	67.73	70.23
Public Works					
Transportation Fund	10.0	8.77	8.31	8.24	8.17
Water Fund	7.04	6.08	6.33	6.49	6.66
Sewer Fund	9.31	9.08	11.32	14.50	12.67
Total Public Works	26.39	23.93	25.96	29.23	27.50
Ambulance Fund	7.95	7.63	7.95	7.63	9
Lee C. Fine Airport Fund	4.33	4.33	4.67	4.33	5.33
Grand Glaize Airport Fund	3.13	3.13	3.46	3.13	3.13
Total Personnel Authorized	113.51	104.73	107.77	112.05	115.19

**City of Osage Beach
FY2024 Operating Budget**

Employee Pay Plan

<u>Level</u>	<u>Pay Range</u>	<u>Position</u>	<u>Level</u>	<u>Pay Range</u>	<u>Position</u>		
6	\$31,809 - \$46,123	Airport Technician	9	\$47,410 - \$71,115	Building Inspector		
		Evidence Custodian			Detective		
		Park Technician I			Dispatch Supervisor		
		Records Clerk			GIS Technician		
7	\$36,580 - \$53,041	Accounts Payable/Payroll Clerk	9		Police Analyst		
		Accounts Receivable Clerk			Police Corporal		
		Court Clerk			Public Works III - Sewer		
		Dispatcher			Public Works III - Trans		
		Department Secretary	Public Works III - Water	10	\$54,521 - \$81,781	Ambulance Supervisor	
		Emergency Medical Technician (EMT)	Police Sergeant - Detective				
		Human Resources Technician/Clerk	Police Sergeant - Patrol				
		Parks Technician II	Public Works Foreman - Sewer				
		Public Works I - Sewer	Public Works Foreman - Trans				
		Public Works I - Trans	Public Works Foreman - Water				
		Public Works I - Water	Staff Accountant				
		Public Works Technician/Locator	11			\$61,470 - \$95,279	City Clerk (Appointed Official)
		Recreation Specialist					City Planner (Appointed Official)
		Utility Billing Clerk					Human Resources Generalist
8	\$41,226 - \$61,839	Administrative Assistant		Parks and Recreation Manager			
		Lead Dispatcher	Sewer Superintendent				
		IT Support Specialist	12	\$70,691 - \$109,571	Airport Manager		
		Paramedic			Building Official (Appointed Official)		
		Parks Technician III			IT Manager		
		Police Officer			Police Lieutenant		
		Public Works II - Sewer	12		Public Works Operations Manager		
		Public Works II - Trans			13	\$81,294 - \$126,006	None
Public Works II - Water	14	\$91,691 - \$146,705					Assistant City Administrator
School Resource Officer							Police Chief (Appointed Official)
8			15	\$105,444 - \$168,710			City Engineer (Appointed Official)
					City Treasurer (Appointed Official)		
			16	\$121,261 - \$194,018	City Administrator (Appointed Official)		
					City Attorney (Appointed Official)		

Notes:

1) City Code Section 125.050 Pay and Compensation establishes the Classification and Compensation System. Review is annually, stating all positions are reviewed periodically. FY2024 Pay Plan effective January 1, 2024.

2) Pay Plan Levels begin at Level 6; no structure for Levels 1 - 5.

3) No positions are outlined for Levels 13.

4) Added Positions : Positions with +1 Level Movement

1) City Code Section 125.050 Pay and Compensation establishes the Classification and Compensation System. Review is annually, stating all positions are reviewed periodically. FY2024 Pay Plan effective January 1, 2024.

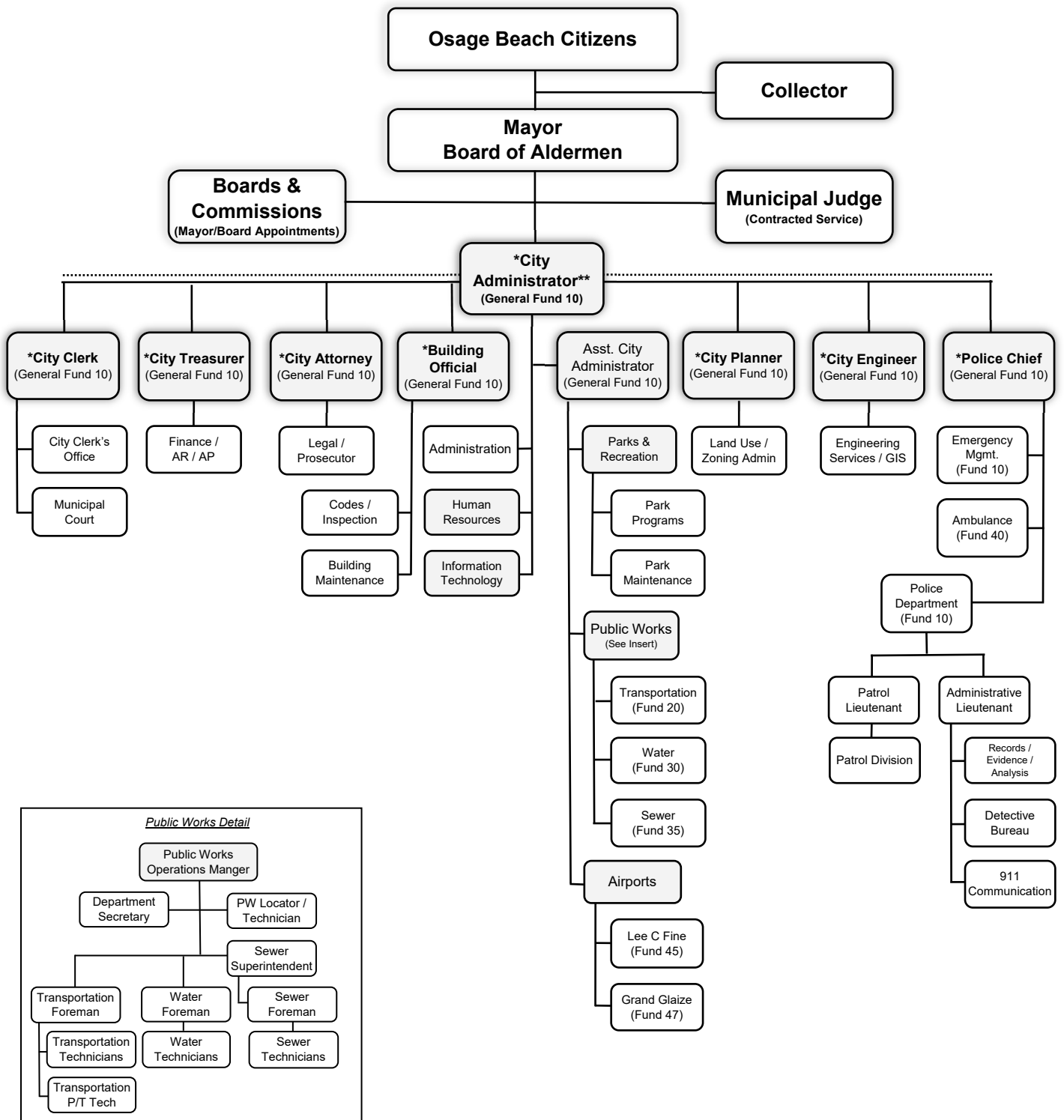
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3) No positions are outlined for Levels 13.

4) Added Positions; Positions with +1 Level Movement

City of Osage Beach
FY2024 Operating Budget

Organizational Chart



***Mayor/Board Appointed Officials of the City:** generally supervised by the City Administrator; per City code Chapter 115.

****The City Administrator** coordinates and supervises the operations of all departments; per City code 115.170
(The specific department's fund as outlined in the annually adopted budget is indicated in parenthesis.)

City of Osage Beach
FY2024 Operating Budget
Summary of Operations & Maintenance (O & M) Expenditures All Funds

	<i>FY2023 Budget</i>	<i>FY2023 Projected Year-End</i>	<i>FY2023 Budget vs. FY2023 Projected Year-End</i>	<i>FY2024 Budget</i>	<i>FY2023 Budget vs. FY2024 Budget</i>	<i>FY2023 Projected Year-End vs. FY2024 Budget</i>
Mayor & Board (01)	29,495	20,888	-29.2%	28,490	-3.4%	36.4%
Collector (02)	-	-	0.0%	-	0.0%	0.0%
City Administration (03)	13,430	11,340	-15.6%	16,950	26.2%	49.5%
City Clerk (04)	36,870	30,818	-16.4%	28,445	-22.9%	-7.7%
City Treasurer (05)	8,045	7,320	-9.0%	7,130	-11.4%	-2.6%
Municipal Court (06)	24,303	24,068	-1.0%	24,318	0.1%	1.0%
City Attorney (07)	11,400	25,192	121.0%	33,225	191.4%	31.9%
Building Inspection (08)	31,265	16,846	-46.1%	34,470	10.3%	104.6%
Building Maintenance (09)	176,409	172,501	-2.2%	204,067	15.7%	18.3%
Parks & Recreation (10)	201,980	138,765	-31.3%	190,754	-5.6%	37.5%
Human Resources (12)	77,650	69,201	-10.9%	81,025	4.3%	17.1%
Overhead (13)	288,020	277,180	-3.8%	284,245	-1.3%	2.5%
Police (14)	266,466	236,206	-11.4%	329,344	23.6%	39.4%
911 Center (15)	209,801	198,803	-5.2%	216,674	3.3%	9.0%
Planning (16)	3,450	2,610	-24.3%	2,750	-20.3%	5.4%
Engineering (18)	300,430	395,080	31.5%	346,200	15.2%	-12.4%
Information Technology (19)	441,869	441,634	-0.1%	548,330	24.1%	24.2%
Emergency Management (20)	8,400	7,895	-6.0%	8,400	0.0%	6.4%
Economic Development (21)	345,741	403,773	16.8%	433,800	25.5%	7.4%
General Fund O & M Total	\$ 2,475,024	\$ 2,480,120	0.2%	\$ 2,818,617	13.9%	13.6%
CIT Fund	90,900	101,000	11.1%	103,250	13.6%	2.2%
Transportation Fund	2,052,781	2,039,986	-0.6%	922,900	-55.0%	-54.8%
Water Fund	1,551,040	1,403,231	-9.5%	1,178,890	-24.0%	-16.0%
Sewer Fund	3,600,320	3,755,980	4.3%	3,517,037	-2.3%	-6.4%
Ambulance Fund	160,250	156,499	-2.3%	175,573	9.6%	12.2%
Lee C Fine Airport Fund	971,008	891,149	-8.2%	1,007,593	3.8%	13.1%
Grand Glaize Airport Fund	197,048	187,661	-4.8%	224,729	14.0%	19.8%
Prewitt's Point TIF Fund	-	-	n/a	-	n/a	n/a
Dierbergs TIF Fund	8,200	3,500	-57.3%	3,550	-56.7%	1.4%
Arrowhead TIF Fund	73,000	81,400	11.5%	85,500	17.1%	5.0%
TOTAL O & M Expenditures	\$ 11,179,571	\$ 11,100,526	-0.7%	\$ 10,037,639	-10.2%	-9.6%

City of Osage Beach
FY2024 Operating Budget
Summary of Capital Expenditures All Funds

	<i>FY2023 Budget</i>	<i>FY2023 Projected Year-End</i>	<i>FY2023 Budget vs. FY2023 Projected Year-End</i>	<i>FY2024 Budget</i>	<i>FY2023 Budget vs. FY2024 Budget</i>	<i>FY2023 Projected Year-End vs. FY2024 Budget</i>
Mayor & Board (01)	-	-	0.0%	-	0.0%	0.0%
Collector (02)	-	-	0.0%	-	0.0%	0.0%
City Administration (03)	200	190	-5.0%	-	-100.0%	-100.0%
City Clerk (04)	-	-	0.0%	-	0.0%	0.0%
City Treasurer (05)	300	-	-100.0%	300	0.0%	n/a
Municipal Court (06)	-	-	0.0%	-	0.0%	0.0%
City Attorney (07)	-	-	0.0%	-	0.0%	0.0%
Building Inspection (08)	40,042	40,056	0.0%	2,350	-94.1%	-94.1%
Building Maintenance (09)	617,629	479,972	-22.3%	214,000	-65.4%	-55.4%
Parks & Recreation (10)	1,379,091	372,550	-73.0%	1,338,112	-3.0%	259.2%
Human Resources (12)	-	-	0.0%	600	0.0%	n/a
Overhead (13)	28,001	28,001	0.0%	-	-100.0%	-100.0%
Police (14)	218,111	260,008	19.2%	209,950	-3.7%	-19.3%
911 Center (15)	99,708	14,707	-85.2%	92,247	-7.5%	527.2%
Planning (16)	-	-	0.0%	-	0.0%	0.0%
Engineering (18)	-	-	0.0%	-	0.0%	0.0%
Information Technology (19)	78,084	56,630	-27.5%	112,100	43.6%	98.0%
Emergency Management (20)	-	-	0.0%	20,000	0.0%	0.0%
Economic Development (21)	25,309	45,680	80.5%	-	-100.0%	-100.0%
General Fund O & M Total	\$ 2,486,475	\$ 1,297,794	-47.8%	\$ 1,989,659	-20.0%	53.3%
CIT Fund	-	-	0.0%	-	0.0%	0.0%
Transportation Fund	3,874,942	1,240,120	-68.0%	5,836,064	50.6%	370.6%
Water Fund	1,228,090	657,735	-46.4%	1,322,847	7.7%	101.1%
Sewer Fund	3,319,094	1,012,631	-69.5%	4,321,960	30.2%	326.8%
Ambulance Fund	357,781	348,130	-2.7%	13,700	-96.2%	-96.1%
Lee C Fine Airport Fund	658,269	879,769	33.6%	4,725,100	617.8%	437.1%
Grand Glaize Airport Fund	1,049,036	359,680	-65.7%	1,030,800	-1.7%	186.6%
Prewitt's Point TIF Fund	-	-	0.0%	-	0.0%	0.0%
Dierbergs TIF Fund	-	-	0.0%	-	0.0%	0.0%
Arrowhead TIF Fund	-	-	0.0%	-	0.0%	0.0%
TOTAL Capital Expenditures	\$ 12,973,687	\$ 5,795,859	-55.3%	\$ 19,240,130	48.3%	232.0%

City of Osage Beach
FY2024 Operating Budget
Details of Capital Expenditures All Funds

FY2024 Capital Investment

	EXPENDITURE	CORRESPONDING REVENUE	FY2023 Carryover \$
<u>CITY TREASURER 10-05</u>			
Office Chair (FY2023 Carryover)	300	-	300
Total City Treasurer	\$ 300	\$ -	\$ 300
<u>BUILDING INSPECTION 10-08</u>			
Blubeam Basics & PDF Expert	1,150	-	-
Smart Level	300	-	-
Truck Upgrades - Running Boards	900	-	-
Total Building Inspection	\$ 2,350	\$ -	\$ -
<u>BUILDING MAINTENANCE 10-09</u>			
Board Room Table Replacements (FY2023 Carryover)	2,500	-	2,500
Backflow Preventer Replacement	7,000	-	-
Alarm Panel Upgrade	7,500	-	-
Parking Lot Seal & Stripe	7,500	-	-
HVAC Ceiling - City Hall (FY2023 Carryover)	7,500	-	3,500
Flooring Replacement - Lower Level (FY2023 Carryover)	10,000	-	9,000
Retaining Wall Replacement & Landscaping (FY2023 Carryover)	20,000	-	20,000
Veterans Memorial (FY2023 Carryover)	152,000	-	142,548
Total Building Maintenance	\$ 214,000	\$ -	\$ 177,548
<u>PARKS 10-10</u>			
UTV Replacement	19,500	-	-
Service Truck Replacement (1)	49,212	5,000	-
Irrigation Pump Replacement - OB City Park (FY2023 Carryover)	195,500	-	81,500
Frisbee Golf Course	4,000	-	-
Watercraft Rental	17,600	-	-
Maintenance Building Improvements - OB City Park (FY2023 Carryover)	118,000	-	76,500
Playground Improvements - Peanick Park (Design/Engineering)	165,000	-	-
Pickleball Courts - OB City Park (FY2023 Carryover)	168,000	-	145,300
Parking Lot Reconstruction - OB City Park (FY2023 Carryover) (partial CIT)	601,300	305,000	518,000
Total Parks	\$ 1,338,112	\$ 310,000	\$ 821,300
<u>HUMAN RESOURCES 10-12</u>			
Office Chairs (2)	600	-	-
Total Human Resources	\$ 600	\$ -	\$ -
<u>POLICE 10-14</u>			
Mobile Ticket Printers (5 - Replacements)	4,950	200	-
Police Vehicles w/ Setup (3 - Replacements)	190,000	15,000	-
Search/Drug Canine	15,000	-	-
Total Police	209,950	15,200	-
<u>911 CENTER 10-15</u>			
AIS P25 Upgrade (Biennial Fee)	7,247	-	-
Dispatch Console - 3 Stations (FY2023 carryover)	85,000	500	85,000
Total 911 Center	92,247	500	85,000
<u>INFORMATION TECHNOLOGY 10-19</u>			
Docking Station (Replacements)	4,200	-	-
Imaging Cameras - City Hall (Replacements)	10,000	-	-
Desktop/Laptops/Workstations/Monitor (Replacements)	89,400	1,625	-
Printers (Replacements)	4,000	-	-
Office Furniture	4,500	-	-
Total Information Technology	\$ 112,100	\$ 1,625	\$ -
<u>EMERGENCY MANAGEMENT 10-20</u>			
Outdoor Warning Siren System Upgrade	20,000	-	-
Total Emergency Management	20,000	-	-
TOTAL GENERAL FUND	\$ 1,989,659	\$ 327,325	\$ 1,084,148

	EXPENDITURE	CORRESPONDING REVENUE	FY2023 Carryover \$\$
TRANSPORTATION 20-00			
<i>Operating Capital</i>			
Printer (Transportation/Water/Sewer)	667	100	-
Monitor, PC, Laptops (Replacements)	3,500	200	-
Cut Off Saw	3,500	-	-
Plasma Cutter	3,700	-	-
Mower Rear Discharge	12,684	-	-
Line Laser V200 (Replacement)	17,955	-	-
Mini Skidsteer w Attachments (Transportation/Water/Sewer)	28,500	-	-
Public Works Facility Improvements (Transportation/Water/Sewer)	3,000	-	-
Carport (2) (Transportation/Water/Sewer)	3,500	-	-
Camara & Access Upgrade (Transportation/Water/Sewer)	11,700	-	-
Streetsweeper (Replacement)	149,452	-	-
International Dump Truck (1) (FY2023 Carryover)	250,134	15,000	230,000
<i>Capital Expenditures</i>			
Columbia College Sidewalk (Engineering FY2023/Construction FY2024) (partial TAP Grant)	44,000	-	-
Summit Circle Drainage Improvement	52,509	-	-
Gerrard Stormwater Improvement	71,606	-	-
Lois Drainage Improvement	83,500	-	-
Bellwood Stormwater Improvement	87,000	-	-
Proctor Drainage Improvement (FY2023 Carryover)	90,965	-	80,570
Beach Drive Culvert Replacement (FY2023 Carryover)	97,000	-	84,554
Zebra Drainage Improvement	107,000	-	-
Bluff Drive Shoulder Repair (FY2023 Carryover)	154,500	-	21,100
Highway 42 Sidewalk (Engineering & Construction) (partial TAP Grant) (FY2023 Carryover)	1,180,347	441,488	636,626
Osage Beach Road (Engineering & Construction)	1,467,847	-	-
Goldie Pearl Sidewalk (Engineering & Construction) (partial OBSRD reimb)	151,498	127,018	-
Signal Upgrades - Outlet Mall (FY2023 Carryover) & KK/Parkway	70,000	-	18,000
Osage Beach Welcome Sign	75,000	-	-
OB Pkwy Executive Drive Extention (FY2023 Carryover) (MoDOT Costshare/OBSRD reimb)	615,000	580,091	246,000
Connecting Communities Project (Safer Streets & Roads Grant 80%/Other reimb \$50k) (FY2023 Carryover)	1,000,000	850,000	1,000,000
Total Transportation	5,836,064	2,013,897	2,316,850
WATER 30-00			
<i>Operating Capital</i>			
Printer (Transportation/Water/Sewer)	667	100	-
Monitor, PC, Laptops (Replacements)	3,500	200	-
Mag Locator	1,030	-	-
Mobile Work Lights	1,500	-	-
Jack Hammer	2,000	-	-
Concrete Saw/Cart/Wheels/Blades	3,500	-	-
Drone	6,000	-	-
Digital Water Leak Detector	6,980	-	-
Value Turner	9,620	-	-
Hydrant Meters/Values/Wrenches	12,500	-	-
Hydrant Saver/Hydraulic Generator	25,650	-	-
Mini Skidsteer w Attachments (Transportation/Water/Sewer)	28,500	-	-
Correlator & Hydrophone Sensor	29,000	-	-
Generator & Transer Switches (Water/Sewer)	100,000	-	-
Public Works Facility Improvements (Transportation/Water/Sewer)	3,000	-	-
Carport (2) (Transportation/Water/Sewer)	3,500	-	-
Camara & Access Upgrade (Transportation/Water/Sewer)	11,700	-	-
Service Trucks (2) (Replacements)	192,500	25,000	-
Analyzer/Flow Cells/Probes Upgrade	17,200	-	-
Shelving - Swiss Village Tower	19,500	-	-
Well House Roof & Door Improvements (FY2023 Carryover)	183,000	-	60,000
Tower Wash & Paint Project (Bluff, Passover, Swiss Village Towers)	232,000	-	-
<i>Capital Expenditures</i>			
Connecting Water - Water Loop Golfview Lane to Sea Breeze Drive (FY2023 Carryover)	280,000	-	227,800
Water Meters - New	20,000	-	-
Water Extension - Runabout	130,000	-	-
Total Water	1,322,847	25,300	287,800

	EXPENDITURE	CORRESPONDING REVENUE	FY2023 Carryover \$\$
<u>SEWER 35-00</u>			
<i>Operating Capital</i>			
Printer (Transportation/Water/Sewer)	667	100	-
Monitor, PC, Laptops (Replacements)	3,500	200	-
Pipe Threader (3)	8,000	-	-
Mini Skidsteer w Attachments (Transportation/Water/Sewer)	28,500	-	-
Trailer Pumps (1)	75,000	-	-
Sewer Camera (1)	95,000	4,000	-
Generator & Transer Switches (Water/Sewer)	100,000	-	-
Public Works Facility Improvements (Transportation/Water/Sewer) (FY2023 Carryover)	3,000	-	-
Carport (2) (Transportation/Water/Sewer)	3,500	-	-
Camara & Access Upgrade (Transportation/Water/Sewer)	11,700	-	-
Truck Replacements (3 - Pump Truck, Service Truck, Bed Replacement)	482,633	49,000	-
<i>Capital Expenditures</i>			
Rockway Lift Station Storage Reconstruction (Engineering FY2024/Construction FY2025)	70,000	-	-
Lift Station 62-3 Improvements (FY2023 Carryover)	94,410	-	76,600
Lift Station Improvements: 30-5 (Eng/Design FY2024)	25,000	-	-
Lift Station 24-1 Improvements (FY2023 Carryover)	180,210	-	169,100
Lift Station Control Panel Replacement - Rockway	278,500	193,104	-
Lift Station Control Panel Replacement - Sands	362,500	362,500	-
Odor Control Improvements: 29-1; 53-1	257,000	-	-
3-Phase Panel Improvements (10)	450,000	-	-
Gravity System Main Improvements - Sands (FY2023 Carryover)	395,000	395,000	206,862
Lift Station TL-005 Improvements	175,000	-	-
Sewer System Reconstruction - Elbow Cay	1,222,840	-	-
Total Sewer	4,321,960	1,003,904	452,562
<u>AMBULANCE 40-00</u>			
Desktop PC (2) / Printers (1) (Replacements)	3,100	200	-
CF33 Tablets w/Setup (Upgrade/Replacements)	10,600	100	-
Total Ambulance	\$ 13,700	\$ 300	\$ -
<u>LEE C FINE AIRPORT 45-00</u>			
Master Plan (90/10 Grant) (FY2023 Carryover)	242,500	218,250	57,500
Monitor, PC, Laptops (Replacements)	2,600	200	-
Fuel Truck	115,000	20,000	-
Runway Overlay (90/10 Grant) (FY2023 Carryover)	4,365,000	3,928,500	96,000
Total Lee C Fine Airport	\$ 4,725,100	\$ 4,166,950	\$ 153,500
<u>GRAND GLAIZE AIRPORT 47-00</u>			
Hanger Roof Replacement	45,000	-	-
Master Plan (90/10 Grant) (FY2023 Carryover)	242,500	218,250	57,500
Cable Burial Project (FY2023 Carryover)	627,000	564,300	623,796
Monitor, PC, Laptops (Replacements)	1,300	100	-
Fuel Truck	115,000	8,000	-
Total Grand Glaize Airport	\$ 1,030,800	\$ 790,650	\$ 681,296
<u>TOTAL ALL CAPITAL</u>	\$ 19,240,130	\$ 8,328,326	\$ 4,976,156
FY2024 Corresponding Revenue Allocations			
Total Grant Subsidy (includes OBSRD Funding)	36.0%	\$ 6,927,897	
Total CIT Funded	1.6%	\$ 305,000	
Total Sale of Equipment	0.8%	\$ 144,825	
Total ARPA Funded	4.9%	\$ 950,604	

**City of Osage Beach
FY2024 Operating Budget**

Summary of Outstanding Debt as of FYE December 31, 2023

<u>Current Bond Issues</u>	<u>Original Principal</u>	<u>Interest Rates</u>	<u>Scheduled Maturity Date</u>	<u>Outstanding Principal</u>
2003 SRF Water Revenue Bonds	6,075,000	4.5% - 5.125%	1/1/2024	890,000
2007 SRF Water Revenue Bonds	2,550,000	4.125% - 4.75%	1/1/2027	595,000
Total SRF Water Revenue Bonds	\$8,625,000			\$1,485,000
2005 SRF Sewer Revenue Bonds	4,950,000	4.75% - 5.25%	7/1/2025	600,000
Total SRF Sewer Revenue Bonds	\$4,950,000			\$600,000
Total Bonded Debt	\$13,575,000			\$2,085,000

**City of Osage Beach
FY2024 Operating Budget**

General Fund Summary

Cash & Equivalent Balance January 1, 2024- Estimated	
Restricted - Fund Reserves	1,933,000
Restricted - Other	982,604
Unrestricted	2,158,607
TOTAL Cash & Equivalent Balance January 1, 2024	\$ 5,074,211
Revenue	
Taxes	6,250,000
Franchise Fees	1,087,000
Licenses & Permits	207,551
Grants & Reimbursements	20,000
Fees	310,240
Other Income	1,175,344
Transfer From Other Funds	305,000
TOTAL Revenues	\$ 9,355,135
Expenditures	
Personnel Services	6,259,333
Operations & Maintenance	2,818,617
Operating Capital	720,259
Capital Expenditures	1,269,400
Debt Service	-
Transfer to Other Funds	1,358,604
TOTAL Expenditures	\$ 12,426,213
Cash & Equivalent Balance December 31, 2024 - Estimated	
Restricted - Fund Reserves	1,950,000
Restricted - Other	32,000
Unrestricted	21,133
TOTAL Cash & Equivalent Balance December 31, 2024	\$ 2,003,133

**City of Osage Beach
FY2024 Operating Budget**

		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
General Fund Revenues (Fund 10)							
<u>Taxes</u>							
10 00-400000	Tax -- Sales - Osage Beach	4,968,360	5,891,646	6,095,621	6,300,000	6,000,000	6,250,000
	Total Taxes	\$ 4,968,360	\$ 5,891,646	\$ 6,095,621	\$ 6,300,000	\$ 6,000,000	\$ 6,250,000
<u>Franchise Fees</u>							
10 00-410000	Franchise -- Electric	735,920	781,704	819,189	875,000	890,000	925,000
10 00-410100	Franchise -- Telephone	60,350	51,923	46,883	50,000	75,000	65,000
10 00-410200	Franchise -- Cable	56,810	56,259	57,383	56,500	58,000	58,000
10 00-410300	Franchise -- Natural Gas	21,599	22,361	30,788	35,000	43,000	39,000
	Total Franchise Fees	\$ 874,679	\$ 912,247	\$ 954,241	\$ 1,016,500	\$ 1,066,000	\$ 1,087,000
<u>Licenses and Permits</u>							
10 00-420000	Licenses -- Liquor	35,640	40,315	39,155	41,000	40,500	40,500
10 00-420100	Licenses -- Contractor	21,420	25,113	25,315	30,000	26,000	26,000
10 00-420200	Licenses -- Business	19,813	26,202	30,802	32,000	31,000	31,000
10 00-420300	Licenses -- Dog	27	21	60	20	51	51
10 00-430100	Permits -- Bldg/Inspections	60,803	181,657	97,128	145,000	320,000	110,000
	Total Licenses and Permits	\$ 137,703	\$ 273,307	\$ 192,459	\$ 248,020	\$ 417,551	\$ 207,551
<u>Grants and Reimbursements</u>							
10 00-440000	Grants -- Crime Prevention	10,345	10,394	11,327	17,950	19,900	15,000
10 00-440150	Grants -- Park	57,296	17,000	5,500	-	-	-
10 00-440155	Community & Park Donations	2,980	6,859	3,570	6,000	7,100	5,000
10 00-440160	Grants -- Emergency Management	98,800	-	38,192	-	-	-
10 00-440175	Grants -- Solid Waste	200	-	-	-	-	-
10 00-440185	ARPA Funds	-	470,766	479,838	127,704	187,901	-
	Total Grants and Reimbursements	\$ 169,621	\$ 505,018	\$ 538,428	\$ 151,654	\$ 214,901	\$ 20,000
<u>Fees</u>							
10 00-450100	Fees -- Municipal Court Fines	115,746	94,512	77,939	75,000	85,000	85,000
10 00-450200	Fees -- CVC Collections	315	268	36	100	6	10
10 00-450250	DWI PD Reimbursement	2,999	2,223	1,611	2,000	1,000	1,000
10 00-450300	Fees -- Rezoning/Tower Imp.	2,780	1,035	1,000	1,000	400	400
10 00-450400	Fees -- Copies, Maps, & Misc.	6,495	25,495	13,102	12,000	15,000	7,500
10 00-450450	Fees -- Park	31,771	36,248	48,354	45,000	28,000	40,000
10 00-450451	Fees -- Park Concessions	48,749	59,568	38,676	60,000	20,000	20,000
10 00-450500	Fees -- Board of Adjustment	3,475	1,650	330	500	1,354	330
10 00-450600	Fees -- Police Reports	1,688	1,810	2,443	2,000	1,500	1,500
10 00-450700	Fees -- PD Training	1,704	1,448	1,314	1,100	1,100	1,000
10 00-450800	Police Department Services	71,674	73,856	38,600	142,000	141,000	145,000
10 00-460060	Admin Fee Component Units	34,633	19,143	8,381	11,200	7,500	8,500
	Total Fees	\$ 322,029	\$ 317,254	\$ 231,785	\$ 351,900	\$ 301,860	\$ 310,240

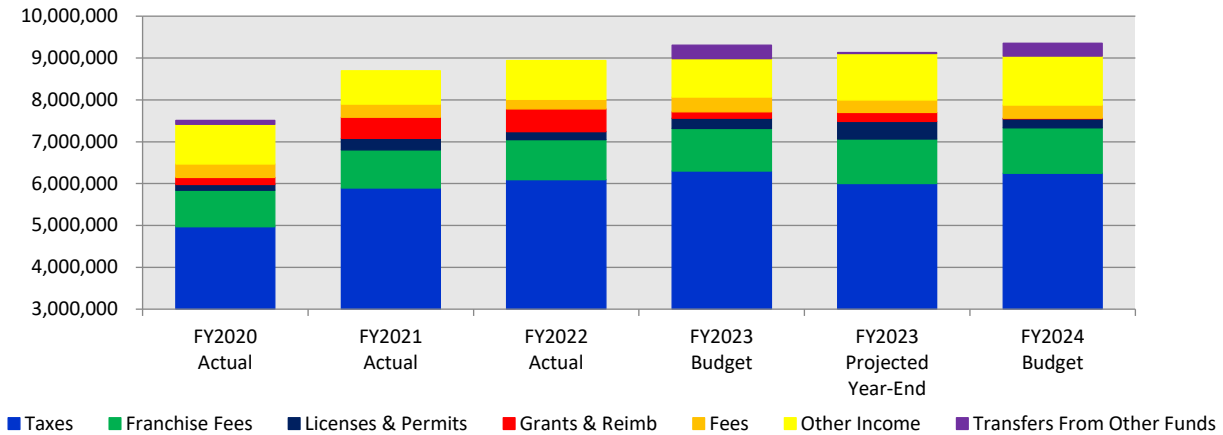
City of Osage Beach
FY2024 Operating Budget

General Fund Revenues (Fund 10)		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
<u>Other Income</u>							
10 00-490000	Interest Earned	58,470	19,143	63,811	60,000	204,000	205,000
10 00-490160	Revenue Share Credit	982	49	-	-	-	-
10 00-490200	Retirement Earnings	24,196	1,690	-	-	-	-
10 00-490900	Easy Pay Transfer	100	100	175	-	-	-
10 00-600000	Sale of Used Equipment	9,163	10,113	7,151	28,200	51,170	22,325
10 00-600002	Administrative Reimbursement	768,000	672,000	720,500	679,000	630,000	799,000
10 00-600003	Credit Card Fees	2,557	-	-	-	750	1,000
10 00-600004	TIF - Developer	1,950	1,625	36,598	70,000	100,846	70,000
10 00-600005	Insurance -- Settlement	4,530	13,599	18,956	-	40,000	-
10 00-600006	Rental of Public Property	71,197	77,658	80,580	79,000	80,023	78,000
10 00-600100	Sale of History Books	214	223	47	50	19	19
	Total Other Income	\$ 941,359	\$ 796,201	\$ 927,818	\$ 916,250	\$ 1,106,808	\$ 1,175,344
<u>Transfers From Other Funds</u>				-		-	-
10 00-620019	Transfer from CIT Fund	95,566	-	-	326,000	21,000	305,000
	Total Transfers From Other Funds	\$ 95,566	\$ -	\$ -	\$ 326,000	\$ 21,000	\$ 305,000
	Total General Fund Revenues	<u>\$ 7,509,317</u>	<u>\$ 8,695,674</u>	<u>\$ 8,940,352</u>	<u>\$ 9,310,324</u>	<u>\$ 9,128,120</u>	<u>\$ 9,355,135</u>

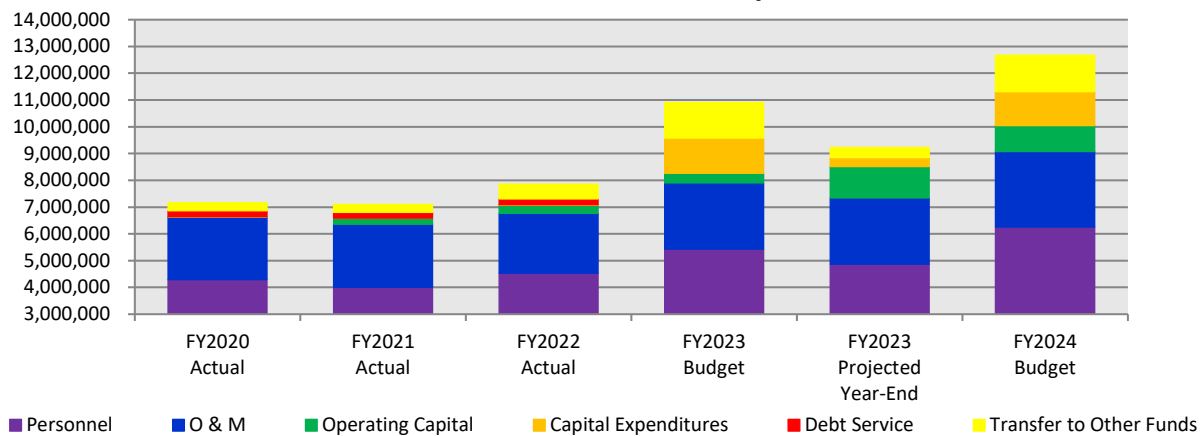
**City of Osage Beach
FY2024 Operating Budget**

General Fund Summary

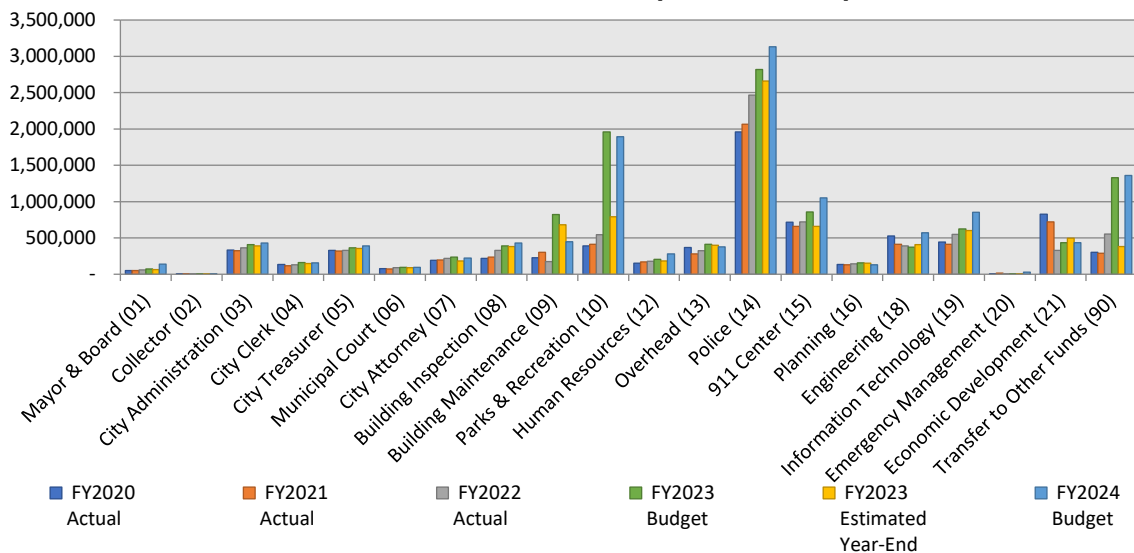
FY2020 - FY2024 General Fund Revenues



FY2020 - FY2024 General Fund Expenditures



FY2020 - FY2024 General Fund Departmental Expenditures



City of Osage Beach
FY2024 Operating Budget
General Fund Summary of Expenditures by Category

	Personnel Services	Operations & Maintenance	Capital Expenditures	Debt Service	FY2024 TOTAL
Mayor & Board (01)	110,475	28,490	-	-	138,965
Collector (02)	2,368	-	-	-	2,368
City Administration (03)	414,715	16,950	-	-	431,665
City Clerk (04)	128,535	28,445	-	-	156,980
City Treasurer (05)	381,000	7,130	300	-	388,430
Municipal Court (06)	71,005	24,318	-	-	95,323
City Attorney (07)	190,860	33,225	-	-	224,085
Building Inspection (08)	391,350	34,470	2,350	-	428,170
Building Maintenance (09)	30,250	204,067	214,000	-	448,317
Parks & Recreation (10)	364,700	190,754	1,338,112	-	1,893,566
Human Resources (12)	197,360	81,025	600	-	278,985
Overhead (13)	93,000	284,245	-	-	377,245
Police (14)	2,594,500	329,344	209,950	-	3,133,794
911 Center (15)	741,725	216,674	92,247	-	1,050,646
Planning (16)	127,230	2,750	-	-	129,980
Engineering (18)	226,680	346,200	-	-	572,880
Information Technology (19)	193,580	548,330	112,100	-	854,010
Emergency Management (20)	-	8,400	20,000	-	28,400
Economic Development (21)	-	433,800	-	-	433,800
Subtotal	\$ 6,259,333	\$ 2,818,617	\$ 1,989,659	\$ -	\$ 11,067,609
Transfer to Other Funds (90)	-	-	-	-	1,358,604
TOTAL	\$ 6,259,333	\$ 2,818,617	\$ 1,989,659	\$ -	\$ 12,426,213

City of Osage Beach
FY2024 Operating Budget
General Fund Summary of Expenditures FY2020 - FY2024

	FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Estimated Year-End	FY2024 Budget
Mayor & Board (01)	50,259	49,609	60,690	72,500	62,479	138,965
Collector (02)	2,141	2,461	2,130	2,368	2,100	2,368
City Administration (03)	333,516	324,574	362,307	406,329	390,564	431,665
City Clerk (04)	135,835	114,853	131,536	160,690	148,236	156,980
City Treasurer (05)	326,688	319,300	330,043	363,410	354,583	388,430
Municipal Court (06)	76,123	71,398	91,375	92,627	90,281	95,323
City Attorney (07)	192,650	196,366	218,597	234,490	183,923	224,085
Building Inspection (08)	216,378	237,382	329,681	391,935	380,056	428,170
Building Maintenance (09)	228,728	303,236	174,125	822,788	679,519	448,317
Parks & Recreation (10)	390,780	411,770	545,573	1,958,792	790,557	1,893,566
Human Resources (12)	152,868	168,104	178,936	203,955	183,415	278,985
Overhead (13)	369,199	279,333	323,789	412,021	397,024	377,245
Police (14)	1,958,065	2,063,443	2,466,623	2,819,345	2,660,582	3,133,794
911 Center (15)	717,557	657,774	721,944	856,883	661,163	1,050,646
Planning (16)	134,898	132,049	141,870	154,946	150,914	129,980
Engineering (18)	527,646	413,330	388,982	370,965	407,323	572,880
Information Technology (19)	443,979	412,493	547,849	622,944	599,567	854,010
Emergency Management (20)	4,748	15,865	5,665	8,400	7,895	28,400
Economic Development (21)	824,743	721,476	329,389	434,628	494,383	433,800
Subtotal	7,086,801	6,894,816	7,351,107	10,390,016	8,644,563	11,067,609
Transfer to Other Funds (90)	300,000	290,000	555,000	1,330,904	380,000	1,358,604
TOTAL	\$ 7,386,801	\$ 7,184,816	\$ 7,906,107	\$ 11,720,920	\$ 9,024,563	\$ 12,426,213

City of Osage Beach
FY2024 Operating Budget

General Fund Expenditures Mayor and Board of Aldermen (10-01)		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
<u>Personnel</u>							
10 01-711000	Salaries	19,725	20,550	26,167	19,800	19,275	28,500
10 01-717000	Per Meeting Expenses	15,075	12,050	10,650	16,500	15,475	30,800
10 01-721001	Health Insurance	-	-	-	-	-	38,000
10 01-721002	Dental Insurance	-	-	-	-	-	1,200
10 01-721003	125 Medical Reimb.	1,000	250	750	1,750	1,750	1,750
10 01-721006	Vision Insurance	-	-	-	-	-	275
10 01-722000	FICA/FMED - 7.65%	2,685	2,494	2,839	2,777	2,658	4,550
10 01-723000	Retirement 401	2,004	1,700	1,348	2,178	2,433	5,400
	Total Personnel	\$ 40,489	\$ 37,043	\$ 41,754	\$ 43,005	\$ 41,591	\$ 110,475
<u>Operations and Maintenance</u>							
10 01-729200	Training & Conferences	1,596	4,718	5,226	14,000	9,000	14,000
10 01-744700	Mobile Devices & Service	-	-	372	540	510	540
10 01-754100	Public Relations	2,051	1,900	5,827	6,000	6,000	6,000
10 01-754105	Per Meeting Expenses -- Committees	3,225	2,675	1,650	5,000	3,500	4,000
10 01-761000	Supplies -- Office	256	748	868	800	800	800
10 01-761100	Postage	71	3	50	55	50	50
10 01-764200	Memberships	2,571	2,521	4,944	3,100	1,028	3,100
	Total Operations and Maintenance	\$ 9,770	\$ 12,566	\$ 18,936	\$ 29,495	\$ 20,888	\$ 28,490
	Total Mayor and Board of Aldermen	\$ 50,259	\$ 49,609	\$ 60,690	\$ 72,500	\$ 62,479	\$ 138,965

City of Osage Beach
FY2024 Operating Budget

General Fund Expenditures Collector (10-02)		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
<u>Personnel</u>							
10 02-711000	Salaries	1,300	1,200	1,200	1,200	1,200	1,200
10 02-717100	Commissions .75 per License	632	1,086	779	1,000	750	1,000
10 02-722000	FICA/FMED - 7.65%	148	175	151	168	150	168
	Total Personnel	\$ 2,080	\$ 2,461	\$ 2,130	\$ 2,368	\$ 2,100	\$ 2,368
<u>Operations and Maintenance</u>							
10 02-761000	Supplies -- Office	61	-	-	-	-	-
	Total Operations and Maintenance	\$ 61	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Collector	\$ 2,141	\$ 2,461	\$ 2,130	\$ 2,368	\$ 2,100	\$ 2,368

City of Osage Beach
FY2024 Operating Budget

General Fund Expenditures City Administrator (10-03)		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
<u>Personnel</u>							
10 03-711000	Salaries	232,561	228,153	260,315	286,300	284,884	310,000
10 03-713000	Overtime	44	-	22	-	50	-
10 03-716000	Education Incentive	1,500	1,500	2,360	3,000	2,990	3,000
10 03-721001	Health Insurance	54,563	46,996	45,264	57,998	46,261	46,300
10 03-721002	Dental Insurance	1,960	1,364	1,056	1,663	1,128	1,300
10 03-721004	Employee Life Insurance	567	229	754	528	904	1,000
10 03-721005	Short Term Disability	432	409	484	432	516	540
10 03-721006	Vision Insurance	385	320	264	378	292	375
10 03-722000	FICA/FMED - 7.65%	17,384	17,077	19,769	22,100	21,744	24,000
10 03-723000	Retirement 401	16,521	15,837	18,571	20,300	20,265	28,200
	Total Personnel	\$ 325,917	\$ 311,885	\$ 348,859	\$ 392,699	\$ 379,034	\$ 414,715
<u>Operations and Maintenance</u>							
10 03-729200	Training & Conferences	1,983	6,100	4,953	6,000	4,000	9,000
10 03-743180	Vehicle Allowance	1,500	1,500	1,500	1,500	1,500	1,500
10 03-744700	Mobile Devices & Service	1,153	1,069	906	1,080	1,010	1,150
10 03-761000	Supplies -- Office	821	1,489	2,059	1,000	1,800	2,000
10 03-761100	Postage	62	10	815	575	230	300
10 03-764200	Memberships	2,080	2,521	3,216	3,275	2,800	3,000
	Total Operations and Maintenance	\$ 7,599	\$ 12,689	\$ 13,448	\$ 13,430	\$ 11,340	\$ 16,950
<u>Operating Capital</u>							
10 03-774260	Office Furniture	-	-	-	200	190	-
	Total Operating Capital	\$ -	\$ -	\$ -	\$ 200	\$ 190	\$ -
	Total City Administrator	\$ 333,516	\$ 324,574	\$ 362,307	\$ 406,329	\$ 390,564	\$ 431,665

City of Osage Beach
FY2024 Operating Budget

City Administrator's Office

Jeana L Woods, CPA, ICMA-CM
City Administrator

Personnel Schedule

<u>Classification</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>Total Full-Time Equivalents</u>
City Administrator	1	0	1
Assistant City Administrator	1	0	1
Administrative Assistant	1	0	1
Total Number Authorized	3	0	3

City of Osage Beach
FY2024 Operating Budget

General Fund Expenditures City Clerk (10-04)		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
<u>Personnel</u>							
10 04-711000	Salaries	82,979	71,125	79,897	87,000	82,852	90,000
10 04-716000	Education Incentive	385	-	837	500	697	750
10 04-721001	Health Insurance	20,359	19,657	20,346	21,832	20,556	21,100
10 04-721002	Dental Insurance	1,087	528	528	832	564	660
10 04-721003	125 Medical Reimb.	156	-	-	-	-	-
10 04-721004	Employee Life Insurance	193	237	253	360	288	375
10 04-721005	Short Term Disability	228	256	242	288	241	300
10 04-721006	Vision Insurance	188	132	132	208	140	200
10 04-722000	FICA/FMED - 7.65%	6,322	5,317	6,102	6,700	6,303	6,950
10 04-723000	Retirement 401	8,406	4,988	5,781	6,100	5,777	8,200
	Total Personnel	\$ 120,303	\$ 102,240	\$ 114,116	\$ 123,820	\$ 117,418	\$ 128,535
<u>Operations and Maintenance</u>							
10 04-729200	Training & Conferences	1,939	2,459	5,098	6,625	4,600	6,650
10 04-733610	Maintenance/Support Services	540	540	540	540	540	540
10 04-733840	Records Management	917	383	88	1,200	628	5,900
10 04-734200	Code Codification	3,523	3,325	3,916	19,500	18,960	6,500
10 04-754000	Advertising	2,061	1,194	994	1,400	1,400	1,425
10 04-756000	Elections	2,801	3,367	2,959	3,620	1,440	3,620
10 04-761000	Supplies -- Office	1,599	977	1,060	1,300	1,300	1,400
10 04-761100	Postage	1,737	139	1,700	2,000	1,450	1,900
10 04-764000	Books & Subscriptions	190	30	60	100	100	100
10 04-764200	Memberships	225	200	215	585	400	410
	Total Operations and Maintenance	\$ 15,532	\$ 12,614	\$ 16,630	\$ 36,870	\$ 30,818	\$ 28,445
<u>Operating Capital</u>							
10 04-774260	Office Furniture	-	-	790	-	-	-
	Total Operating Capital	\$ -	\$ -	\$ 790	\$ -	\$ -	\$ -
	Total City Clerk	\$ 135,835	\$ 114,853	\$ 131,536	\$ 160,690	\$ 148,236	\$ 156,980

City of Osage Beach
FY2024 Operating Budget

City Clerk's Office

Tara Berreth
City Clerk

Personnel Schedule

<u>Classification</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>Total</u>
			<u>Full-Time</u> <u>Equivalents</u>
City Clerk	1	0	1
Accounts Receivable Clerk (Share w/ City Treasurer)	0.5	0	0.5
Total Number Authorized	1.5	0	1.5

City of Osage Beach
FY2024 Operating Budget

General Fund Expenditures City Treasurer (10-05)		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
<u>Personnel</u>							
10 05-711000	Salaries	230,058	229,777	240,491	259,200	256,198	275,500
10 05-713000	Overtime	-	-	100	-	116	-
10 05-716000	Education Incentive	2,029	2,000	3,433	4,000	3,808	4,000
10 05-721001	Health Insurance	54,455	47,184	44,050	49,388	45,927	51,500
10 05-721002	Dental Insurance	2,061	1,272	1,178	2,055	1,227	1,400
10 05-721003	125 Medical Reimb.	63	-	-	-	-	-
10 05-721004	Employee Life Insurance	565	614	743	725	834	900
10 05-721005	Short Term Disability	497	573	655	700	692	800
10 05-721006	Vision Insurance	317	276	255	397	266	300
10 05-722000	FICA/FMED - 7.65%	17,657	17,855	18,710	20,200	19,856	21,400
10 05-723000	Retirement 401	16,149	16,482	17,501	18,400	18,339	25,200
	Total Personnel	\$ 323,851	\$ 316,034	\$ 327,116	\$ 355,065	\$ 347,263	\$ 381,000
<u>Operations and Maintenance</u>							
10 05-729200	Training & Conferences	1,322	2,011	1,366	6,535	5,725	5,390
10 05-733800	Professional Services	460	460	460	460	460	460
10 05-761000	Supplies -- Office	631	401	651	600	600	610
10 05-761100	Postage	114	34	90	50	125	100
10 05-764200	Memberships	310	360	360	400	410	570
	Total Operations and Maintenance	\$ 2,837	\$ 3,266	\$ 2,927	\$ 8,045	\$ 7,320	\$ 7,130
<u>Operating Capital</u>							
10 05-774260	Office Furniture	-	-	-	300	-	300
	Total Operating Capital	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 300
	Total City Treasurer	\$ 326,688	\$ 319,300	\$ 330,043	\$ 363,410	\$ 354,583	\$ 388,430

City of Osage Beach
FY2024 Operating Budget

City Treasurer's Office

Karri Bell
City Treasurer

Personnel Schedule

<u>Classification</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>Total Full-Time Equivalents</u>
City Treasurer	1	0	1
Staff Accountant	1	0	1
Accounts Payable/Payroll Clerk (Share w/ HR)	0.5	0	0.5
Accounts Receivable Clerk (Share w/ City Clerk)	0.5	0	0.5
Utility Billing Clerk	1	0	1
Total Number Authorized	4	0	4

Capital Outlay

Operating Capital

Office Chair (FY2023 Carryover)	300
Total Office Furniture	\$ 300
Total Operating Capital	\$ 300

**City of Osage Beach
FY2024 Operating Budget**

General Fund Expenditures Municipal Court (10-06)		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
<u>Personnel</u>							
10 06-711000	Salaries	35,952	34,059	40,324	43,400	42,847	45,900
10 06-713000	Overtime	14	169	-	-	-	-
10 06-716000	Education Incentive	500	58	-	-	-	-
10 06-721001	Health Insurance	15,668	13,387	16,405	17,605	16,769	17,000
10 06-721002	Dental Insurance	559	79	-	554	-	-
10 06-721004	Employee Life Insurance	102	102	134	120	151	170
10 06-721005	Short Term Disability	122	123	161	144	172	180
10 06-721006	Vision Insurance	113	84	96	101	84	90
10 06-722000	FICA/FMED - 7.65%	2,596	2,637	2,988	3,350	3,191	3,515
10 06-723000	Retirement 401	2,561	2,202	2,838	3,050	3,000	4,150
	Total Personnel	\$ 58,187	\$ 52,899	\$ 62,947	\$ 68,324	\$ 66,213	\$ 71,005
<u>Operations and Maintenance</u>							
10 06-729200	Training & Conferences	65	200	200	200	200	200
10 06-733230	Municipal Judge	16,750	14,987	25,566	21,158	21,158	21,158
10 06-733610	Maintenance/Support Services	-	2,050	1,980	2,100	2,100	2,100
10 06-733800	Professional Services	-	-	-	150	150	150
10 06-761000	Supplies -- Office	64	1,142	333	450	275	500
10 06-761100	Postage	937	60	290	150	125	150
10 06-764200	Memberships	120	60	60	95	60	60
	Total Operations and Maintenance	\$ 17,936	\$ 18,499	\$ 28,429	\$ 24,303	\$ 24,068	\$ 24,318
	Total Municipal Court	\$ 76,123	\$ 71,398	\$ 91,375	\$ 92,627	\$ 90,281	\$ 95,323

City of Osage Beach
FY2024 Operating Budget

Municipal Court

Personnel Schedule

<u>Classification</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>Total Full-Time Equivalents</u>
Court Clerk	1	0	1
Total Number Authorized	1	0	1

City of Osage Beach
FY2024 Operating Budget

General Fund Expenditures City Attorney (10-07)		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
<u>Personnel</u>							
10 07-711000	Salaries	146,381	150,307	165,610	176,700	133,401	160,500
10 07-716000	Education Incentive	750	750	1,183	1,500	231	-
10 07-721001	Health Insurance	17,536	15,934	16,405	17,605	5,840	2,900
10 07-721002	Dental Insurance	653	528	528	554	132	-
10 07-721004	Employee Life Insurance	343	365	434	336	312	480
10 07-721005	Short Term Disability	144	149	161	144	116	180
10 07-721006	Vision Insurance	118	96	96	101	24	-
10 07-722000	FICA/FMED - 7.65%	10,647	11,038	11,529	13,650	10,307	12,300
10 07-723000	Retirement 401	10,308	10,681	11,802	12,500	8,369	14,500
Total Personnel		\$ 186,880	\$ 189,847	\$ 207,748	\$ 223,090	\$ 158,731	\$ 190,860
<u>Operations and Maintenance</u>							
10 07-729200	Training & Conferences	463	1,239	5,234	5,000	2,600	6,000
10 07-733800	Professional Services	-	-	-	-	20,222	24,000
10 07-761000	Supplies -- Office	142	62	111	200	200	200
10 07-761100	Postage	23	4	50	50	70	75
10 07-764000	Books & Subscriptions	4,302	4,349	4,613	5,200	1,500	1,700
10 07-764200	Memberships	840	865	840	950	600	1,250
Total Operations and Maintenance		\$ 5,770	\$ 6,519	\$ 10,849	\$ 11,400	\$ 25,192	\$ 33,225
Total City Attorney		\$ 192,650	\$ 196,366	\$ 218,597	\$ 234,490	\$ 183,923	\$ 224,085

City of Osage Beach
FY2024 Operating Budget

City Attorney

Cole Bradbury
City Attorney

Personnel Schedule

<u>Classification</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>Total</u>
			<u>Full-Time</u> <u>Equivalents</u>
City Attorney	1	0	1
Total Number Authorized	1	0	1

City of Osage Beach
FY2024 Operating Budget

General Fund Expenditures		FY2020	FY2021	FY2022	FY2023	FY2023	FY2024
Building Inspection (10-08)		Actual	Actual	Actual	Budget	Projected Year-End	Budget
<u>Personnel</u>							
10 08-711000	Salaries	142,128	133,905	201,044	224,400	223,129	262,000
10 08-713000	Overtime	14	175	162	-	30	-
10 08-716000	Education Incentive	2,876	2,825	4,491	5,000	5,500	5,500
10 08-721001	Health Insurance	43,004	33,616	47,856	54,781	57,811	75,000
10 08-721002	Dental Insurance	1,751	1,007	1,426	1,615	1,798	2,200
10 08-721004	Employee Life Insurance	425	376	592	288	762	900
10 08-721005	Short Term Disability	426	372	531	504	647	750
10 08-721006	Vision Insurance	281	228	304	340	383	500
10 08-722000	FICA/FMED - 7.65%	10,815	10,195	15,274	17,600	17,074	20,500
10 08-723000	Retirement 401	9,805	9,430	14,327	16,100	16,020	24,000
	Total Personnel	\$ 211,525	\$ 192,129	\$ 286,007	\$ 320,628	\$ 323,154	\$ 391,350
<u>Operations and Maintenance</u>							
10 08-729200	Training & Conferences	440	1,866	3,974	6,775	5,276	3,500
10 08-729400	Uniform Rental/Purchases	211	306	445	580	580	1,320
10 08-734000	Code Enforcement/Abatement	-	10,104	-	15,000	536	15,000
10 08-743200	Vehicle Maintenance	497	1,458	670	1,000	1,000	1,000
10 08-744700	Mobile Devices & Service	1,752	1,883	2,500	2,800	2,613	6,500
10 08-761000	Supplies -- Office	427	965	1,383	1,500	1,376	1,500
10 08-761005	Supplies	-	69	101	200	200	200
10 08-761100	Postage	645	75	615	300	655	650
10 08-762600	Gasoline/Fuel	580	1,579	1,558	1,900	3,900	3,900
10 08-764000	Books & Subscriptions	-	286	841	900	400	500
10 08-764200	Memberships	135	170	220	310	310	400
	Total Operations and Maintenance	\$ 4,687	\$ 18,763	\$ 12,308	\$ 31,265	\$ 16,846	\$ 34,470
<u>Operating Capital</u>							
10 08-774251	Computer Software	-	-	-	500	480	1,150
10 08-774255	Machinery & Equipment	-	-	3,175	-	-	300
10 08-774260	Office Furniture	166	-	484	275	309	-
10 08-774265	Vehicle(s)	-	26,490	27,707	39,267	39,267	900
	Total Operating Capital	\$ 166	\$ 26,490	\$ 31,366	\$ 40,042	\$ 40,056	\$ 2,350
	Total Building Inspection	\$ 216,378	\$ 237,382	\$ 329,681	\$ 391,935	\$ 380,056	\$ 428,170

City of Osage Beach
FY2024 Operating Budget

Building Inspection

Ron White
Building Official

Personnel Schedule

<u>Classification</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>Total Full-Time Equivalents</u>
Building Official	1	0	1
Building Inspector	2	0	2
Department Secretary	1	0	1
Total Number Authorized	4	0	4

Capital Outlay

Operating Capital

Blubeam Basics & PDF Expert	1,150
Total Computer Software	\$ 1,150
Smart Level	300
Total Machinery & Equipment	\$ 300
Truck Upgrades - Running Boards	900
Total Vehicle(s)	\$ 900
Total Operating Capital	\$ 2,350

City of Osage Beach
FY2024 Operating Budget

General Fund Expenditures Building Maintenance (10-09)		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
<u>Personnel</u>							
10 09-711000	Salaries	17,656	13,808	24,581	26,700	25,121	28,100
10 09-722000	FICA/FMED - 7.65%	1,351	1,554	1,904	2,050	1,925	2,150
	Total Personnel	\$ 19,007	\$ 15,362	\$ 26,485	\$ 28,750	\$ 27,046	\$ 30,250
<u>Operations and Maintenance</u>							
10 09-729200	Training & Conferences	-	-	-	250	-	-
10 09-729400	Uniform Rental/Purchases	-	13	110	245	245	350
10 09-733800	Professional Service	-	-	-	-	-	10,800
10 09-742000	Janitorial Service	17,665	17,640	22,974	25,664	26,337	40,332
10 09-742100	Trash Service	1,887	2,277	2,676	3,100	4,500	4,500
10 09-742200	Grounds Maintenance Service	14,895	16,025	16,575	20,000	19,379	20,000
10 09-742203	HVAC System Maintenance	5,830	25,806	10,462	25,000	20,000	25,000
10 09-743100	Maintenance & Repair	23,541	27,816	25,913	35,000	33,882	35,000
10 09-743102	Telephone Service	-	1,006	-	-	-	-
10 09-743103	Supplies -- Bldg/Janitorial	6,003	6,495	9,323	8,000	9,500	9,500
10 09-743104	Electric Svc -- Bldg/Facility	49,037	50,622	49,625	55,000	55,000	55,000
10 09-743110	Natural Gas Service	1,185	2,107	2,461	3,500	3,570	3,500
10 09-744700	Mobile Devices & Service	-	-	-	565	3	-
10 09-761005	Supplies	-	8	-	85	85	85
	Total Operations and Maintenance	\$ 120,043	\$ 149,815	\$ 140,119	\$ 176,409	\$ 172,501	\$ 204,067
<u>Operating Capital</u>							
10 09-774255	Machinery & Equipment	-	27,169	-	5,250	4,972	-
10 09-774256	Building Improvements	89,678	96,626	7,520	612,379	475,000	214,000
10 09-774260	Office Furniture		14,264		-	-	-
	Total Operating Capital	\$ 89,678	\$ 138,059	\$ 7,520	\$ 617,629	\$ 479,972	\$ 214,000
	Total Building Maintenance	\$ 228,728	\$ 303,236	\$ 174,125	\$ 822,788	\$ 679,519	\$ 448,317

City of Osage Beach
FY2023 Operating Budget

Building Maintenance

Ron White
Building Official

Personnel Schedule

<u>Classification</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>Total Full-Time Equivalents</u>
Part-time Building Maintenance (FTE - .73)	0	1	0.73
Total Number Authorized	0	1	0.73

Capital Outlay

Operating Capital

Board Room Table Replacements (FY2023 Carryover)	2,500
Backflow Preventer Replacement	7,000
Alarm Panel Upgrade	7,500
Parking Lot Seal & Stripe	7,500
HVAC Ceiling - City Hall (FY2023 Carryover)	7,500
Flooring Replacement - Lower Level (FY2023 Carryover)	10,000
Retaining Wall Replacement & Landscaping (FY2023 Carryover)	20,000
Veterans Memorial (FY2023 Carryover)	152,000
Total Building Improvements	\$ 214,000
Total Operating Capital	\$ 214,000

**City of Osage Beach
FY2024 Operating Budget**

General Fund Expenditures Parks and Recreation (10-10)		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
<u>Personnel</u>							
10 10-711000	Salaries	148,258	168,899	230,163	261,000	213,972	268,000
10 10-713000	Overtime	12	1,259	1,611	1,000	1,600	1,000
10 10-714000	Holiday Pay	-	-	231	-	-	-
10 10-716000	Education Incentive	250	67	1,442	1,500	1,096	1,500
10 10-721001	Health Insurance	47,520	30,173	33,762	74,353	30,744	46,500
10 10-721002	Dental Insurance	1,735	828	740	2,121	648	1,100
10 10-721004	Employee Life Insurance	398	357	540	336	664	700
10 10-721005	Short Term Disability	492	450	633	432	718	900
10 10-721006	Vision Insurance	334	219	240	479	172	300
10 10-722000	FICA/FMED - 7.65%	11,999	13,749	18,251	20,200	16,686	20,700
10 10-723000	Retirement 401	9,010	8,285	12,710	16,300	12,942	24,000
Total Personnel		\$ 220,008	\$ 224,286	\$ 300,324	\$ 377,721	\$ 279,242	\$ 364,700
<u>Operations and Maintenance</u>							
10 10-729200	Training & Conferences	1,790	455	1,296	1,575	1,200	1,500
10 10-729400	Uniform Rental/Purchases	475	256	408	950	950	1,700
10 10-733500	Credit Card Fees	659	1,594	1,435	2,500	1,000	1,000
10 10-733610	Maintenance/Support Services	3,200	3,539	36,563	6,300	6,300	17,100
10 10-733800	Professional Services	-	-	24,250	-	2,425	-
10 10-742100	Trash Service	1,720	1,640	2,508	3,000	3,000	6,000
10 10-743100	Maintenance & Repair	49,168	52,427	55,036	63,000	45,000	65,000
10 10-743103	Supplies -- Bldg/Janitorial	1,885	1,658	2,415	2,500	2,500	3,500
10 10-743108	Supplies -- Concession	24,407	31,315	25,103	41,100	12,900	13,500
10 10-743200	Vehicle Maintenance	4,723	4,954	3,660	6,000	6,500	3,500
10 10-743400	Equipment Repair	7,090	6,973	1,997	8,000	8,000	8,000
10 10-743415	Safety Equipment	215	-	-	-	-	-
10 10-744200	Rental/Lease -- Equipment	2,541	600	446	3,500	3,100	3,500
10 10-744700	Mobile Devices & Service	1,132	1,089	2,247	2,200	2,200	3,844
10 10-754000	Advertising	131	184	364	500	500	500
10 10-754248	League/Activities	21,287	22,033	17,172	24,000	10,000	10,000
10 10-761000	Supplies -- Office	4,089	1,108	925	1,200	1,000	1,200
10 10-761005	Supplies	-	5,202	5,971	6,500	6,500	11,900
10 10-761100	Postage	138	16	125	100	110	150
10 10-762200	Electric Service	16,200	15,594	17,001	20,500	18,000	30,000
10 10-762600	Gasoline/Fuel	4,169	5,486	6,949	7,000	7,000	7,300
10 10-764131	Small Tools	645	1,082	445	1,000	200	1,000
10 10-764200	Memberships	110	485	380	555	380	560
Total Operations and Maintenance		\$ 145,774	\$ 157,688	\$ 206,696	\$ 201,980	\$ 138,765	\$ 190,754
<u>Operating Capital</u>							
10 10-774202	Recreation Equipment	-	17,383	5,684	3,900	3,950	-
10 10-774203	Concession Equipment	-	640	-	-	-	-
10 10-774255	Machinery & Equipment	18,832	10,824	26,428	-	-	19,500
10 10-774256	Building Improvements	-	-	6,442	-	-	-
10 10-774265	Vehicle(s)	-	-	-	84,863	83,100	49,212
Total Operating Capital		\$ 18,832	\$ 28,847	\$ 38,553	\$ 88,763	\$ 87,050	\$ 68,712
<u>Capital Expenditures</u>							
10 10-773271	Irrigation System	-	949	-	100,000	18,500	195,500
10 10-773278	Park Improvements	6,166	-	-	1,185,328	265,000	1,073,900
10 10-773281	Park Landscaping	-	-	-	5,000	2,000	-
Total Capital Expenditures		\$ 6,166	\$ 949	\$ -	\$ 1,290,328	\$ 285,500	\$ 1,269,400
Total Parks and Recreation		\$ 390,780	\$ 411,770	\$ 545,573	\$ 1,958,792	\$ 790,557	\$ 1,893,566

City of Osage Beach
FY2024 Operating Budget

Parks & Recreation

Eric Gregory
Parks & Recreation Manager

Personnel Schedule

<u>Classification</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>Total Full-Time Equivalents</u>
Parks and Recreation Manager	1	0	1
Parks Technician I, II, III	3	0	3
Recreation Specialist	1	0	1
Seasonals (FTE - 0.25 ea.)	0	4	1
Total Number Authorized	5	4	6

Capital Outlay

Operating Capital

UTV Replacement	19,500
<i>Total Machinery & Equipment</i>	\$ 19,500
Service Truck Replacement (1)	49,212
<i>Total Vehicles</i>	\$ 49,212
Total Operating Capital	\$ 68,712

Capital Expansion

Irrigation Pump Replacement - OB City Park (FY2023 Carryover)	195,500
<i>Total Irrigation System</i>	\$ 195,500
Frisbee Golf Course	4,000
Watercraft Rental	17,600
Maintenance Building Improvements - OB City Park (FY2023 Carryover)	118,000
Playground Improvements - Peanick Park (Design/Engineering)	165,000
Pickleball Courts - OB City Park (FY2023 Carryover)	168,000
Parking Lot Reconstruction - OB City Park (FY2023 Carryover) (partial CIT)	601,300
<i>Total Park Improvements</i>	\$ 1,073,900
Total Capital Expansion	\$ 1,269,400

City of Osage Beach
FY2024 Operating Budget

General Fund Expenditures		FY2020	FY2021	FY2022	FY2023	FY2023	FY2024
Human Resources (10-12)		Actual	Actual	Actual	Budget	Projected Year-End	Budget
<u>Personnel</u>							
10 12-711000	Salaries	64,572	66,562	89,006	86,400	82,250	130,000
10 12-716000	Education Incentive	750	750	1,280	1,500	500	1,500
10 12-721001	Health Insurance	17,693	15,934	10,906	24,285	18,718	40,000
10 12-721002	Dental Insurance	705	528	318	669	570	2,600
10 12-721004	Employee Life Insurance	176	169	241	200	237	400
10 12-721005	Short Term Disability	158	149	218	200	216	400
10 12-721006	Vision Insurance	103	96	69	126	140	660
10 12-722000	FICA/FMED - 7.65%	5,065	4,917	6,959	6,725	6,199	10,000
10 12-723000	Retirement 401	4,986	4,726	5,647	6,200	5,384	11,800
	Total Personnel	\$ 94,208	\$ 93,832	\$ 114,644	\$ 126,305	\$ 114,214	\$ 197,360
<u>Operations and Maintenance</u>							
10 12-729200	Training & Conferences	1,222	1,280	3,333	4,000	1,210	5,000
10 12-733415	Job Class/Compensation Plan	3,600	12,600	-	5,000	17,800	5,000
10 12-733422	Medical -- Vaccinations	980	1,270	-	500	1,250	1,500
10 12-733425	Safety & Wellness Programs	5,399	12,057	18,737	25,000	18,372	25,000
10 12-733427	Drug Testing/Physicals	4,103	2,579	1,651	3,000	2,616	3,000
10 12-733429	Recruitment Costs	182	7,184	70	-	-	-
10 12-733430	Pre-employment Testing	2,409	5,513	5,019	4,000	1,100	4,000
10 12-733432	Educational Reimbursement	5,685	20,053	5,692	6,000	200	6,000
10 12-733800	Professional Services	16,760	3,310	2,055	2,250	1,675	2,500
10 12-754000	Advertising	1,885	1,243	1,411	2,000	656	3,000
10 12-754110	Employee Programs & Development	15,391	6,816	25,865	25,000	23,941	25,000
10 12-761000	Supplies -- Office	374	115	16	400	221	400
10 12-761100	Postage	123	33	100	100	85	125
10 12-764200	Memberships	547	219	343	400	75	500
	Total Operations and Maintenance	\$ 58,660	\$ 74,273	\$ 64,292	\$ 77,650	\$ 69,201	\$ 81,025
<u>Operating Capital</u>							
10 12-774260	Office Furniture	-	-	-	-	-	600
	Total Operating Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600
	Total Human Resources	\$ 152,868	\$ 168,104	\$ 178,936	\$ 203,955	\$ 183,415	\$ 278,985

City of Osage Beach
FY2024 Operating Budget

Human Resources

Michael Raye
Human Resources (HR) Generalist

Personnel Schedule

<u>Classification</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>Total</u>
			<u>Full-Time</u> <u>Equivalents</u>
Human Resources Generalist	1	0	1
Human Resources Technician/Specialist	1	0	1
Accounts Payable/Payroll Clerk (Share w/ City Treasurer)	0.5	0	0.5
Total Number Authorized	2.5	0	2.5

Capital Outlay

Operating Capital

Office Chairs (2)	600
<i>Total Office Furniture</i>	\$ 600
Total Operating Capital	\$ 600

City of Osage Beach
FY2024 Operating Budget

General Fund Expenditures Overhead (10-13)		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
<u>Personnel</u>							
10 13-725000	Unemployment Compensation	16,641	3,200	-	-	-	-
10 13-726000	Workers' Compensation	70,400	56,667	89,669	96,000	91,843	93,000
	Total Personnel	\$ 87,041	\$ 59,867	\$ 89,669	\$ 96,000	\$ 91,843	\$ 93,000
<u>Operations and Maintenance</u>							
10 13-729100	Notary/Blanket Bonds	540	370	330	400	400	400
10 13-733000	Contractual	717	724	769	770	770	770
10 13-733440	Financial Services	30,180	32,098	33,560	40,000	37,500	40,000
10 13-733500	Credit Card Fees	17,432	8,820	5,139	8,000	7,000	8,000
10 13-733610	Maintenance/Support Services	3,676	2,976	3,230	5,100	5,700	5,700
10 13-733800	Professional Services	3,145	-	-	-	-	40,000
10 13-743102	Telephone Service	40,315	35,783	39,709	64,000	68,000	20,000
10 13-743300	Repair of System -- Telephone	1,212	262	12	1,000	1,000	1,000
10 13-743400	Equipment Repair	-	-	255	-	-	-
10 13-744500	Rental/Lease -- Postage Equip	1,671	1,671	1,671	1,700	1,700	1,700
10 13-752000	Insurance -- Property & Liability	133,310	132,939	143,835	152,900	149,000	152,000
10 13-752100	Self-Insurance Claim	-	351	1,345	-	1,500	-
10 13-761000	Supplies -- Office	3,492	3,337	4,084	4,000	4,500	4,500
10 13-761100	Postage	301	60	132	150	110	175
10 13-761150	Contingency	46,138	-	-	10,000	-	10,000
10 13-762600	Gasoline/Fuel	29	76	50	-	-	-
	Total Operations and Maintenance	\$ 282,158	\$ 219,466	\$ 234,121	\$ 288,020	\$ 277,180	\$ 284,245
<u>Operating Capital</u>							
10 13-774261	Office Equip & Machinery	-	-	-	28,001	28,001	-
	Total Operating Capital	\$ -	\$ -	\$ -	\$ 28,001	\$ 28,001	\$ -
	Total Overhead	\$ 369,199	\$ 279,333	\$ 323,789	\$ 412,021	\$ 397,024	\$ 377,245

City of Osage Beach
FY2024 Operating Budget

General Fund Expenditures Police (10-14)		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
<u>Personnel</u>							
10 14-711000	Salaries	1,072,707	1,091,897	1,305,469	1,530,000	1,421,596	1,675,000
10 14-713000	Overtime	44,190	51,475	87,229	60,000	110,210	62,000
10 14-714000	Holiday Pay	39,877	50,087	42,812	55,720	53,155	95,000
10 14-716000	Education Incentive	8,904	8,303	9,111	9,500	11,808	12,000
10 14-721001	Health Insurance	311,174	301,325	293,079	410,856	319,576	417,000
10 14-721002	Dental Insurance	12,502	9,274	8,405	12,318	9,528	14,200
10 14-721004	Employee Life Insurance	2,857	2,890	3,530	3,058	4,326	4,900
10 14-721005	Short Term Disability	3,722	3,124	3,597	3,884	4,025	5,300
10 14-721006	Vision Insurance	1,943	1,986	1,891	2,532	2,064	3,000
10 14-722000	FICA/FMED - 7.65%	87,062	89,283	109,004	129,000	120,174	141,100
10 14-723000	Retirement 401	78,143	80,927	95,660	117,900	107,906	165,000
Total Personnel		\$ 1,663,081	\$ 1,690,570	\$ 1,959,786	\$ 2,334,768	\$ 2,164,368	\$ 2,594,500
<u>Operations and Maintenance</u>							
10 14-729200	Training & Conferences	6,491	23,696	27,150	30,000	12,000	30,000
10 14-729400	Uniform Rental/Purchases	11,686	12,228	23,225	20,000	20,000	30,000
10 14-733000	Contractual	4,984	3,888	8,430	-	1,160	2,000
10 14-733610	Maintenance/Support Services	10,516	12,508	33,794	36,000	34,000	66,654
10 14-733800	Professional Services		65	16	500	100	500
10 14-734000	Animal Control	162	82	148	1,000	100	1,000
10 14-743100	Maintenance & Repair	4,736	4,701	5,322	7,500	7,500	7,500
10 14-743107	Maintenance & Repair -- Radio			2,132	8,716	8,716	2,625
10 14-743200	Vehicle Maintenance	27,598	40,376	31,724	35,000	35,000	36,750
10 14-744700	Mobile Devices & Service	14,261	13,225	12,892	20,900	18,000	23,220
10 14-754000	Advertising	46	19	-	300	-	300
10 14-754202	Search/Drug Canine	-	-	-	-	-	6,150
10 14-754250	Community Promotions & Events	-	781	876	4,000	1,500	4,000
10 14-761000	Supplies -- Office	3,436	3,208	3,341	4,000	4,000	4,200
10 14-761001	Supplies -- Evidence	1,009	799	587	1,500	1,500	1,575
10 14-761100	Postage	542	112	497	400	430	500
10 14-762600	Gasoline/Fuel	36,154	53,990	72,411	76,500	65,000	76,500
10 14-763000	Boarding Prisoners	125	-	-	500	100	500
10 14-764200	Memberships	2,135	1,990	5,095	5,650	5,650	6,270
10 14-765100	Firearms & Range Expense	8,109	5,345	5,551	12,000	19,450	27,000
10 14-765200	Investigation Fund	553	580	900	2,000	2,000	2,100
Total Operations and Maintenance		\$ 132,543	\$ 177,593	\$ 234,093	\$ 266,466	\$ 236,206	\$ 329,344
<u>Operating Capital</u>							
10 14-774250	Computer Equipment	8,487	-	48,939	62,969	56,508	4,950
10 14-774251	Computer Software	-	-	-	20,500	20,500	-
10 14-774265	Vehicle(s)	-	86,455	88,220	134,642	183,000	190,000
10 14-774266	Police Equipment	52,800	7,671	34,431	-	-	15,000
Total Operating Capital		\$ 61,287	\$ 94,126	\$ 171,590	\$ 218,111	\$ 260,008	\$ 209,950
<u>Debt Service</u>							
10 14-780000	Principal	101,019	99,133	100,139	-	-	-
10 14-782000	Interest	135	2,021	1,016	-	-	-
Total Debt Service		\$ 101,154	\$ 101,155	\$ 101,155	\$ -	\$ -	\$ -
Total Police		\$ 1,958,065	\$ 2,063,443	\$ 2,466,623	\$ 2,819,345	\$ 2,660,582	\$ 3,133,794

City of Osage Beach
FY2024 Operating Budget

Police

Todd Davis
Police Chief

Personnel Schedule

<u>Classification</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>Total Full-Time Equivalents</u>
Police Chief	1	0	1
Police Lieutenant	2	0	2
Detective Sergeant	1	0	1
Police Sergeant	4	0	4
Police Corporal	4	0	4
Detective	2	0	2
Police Analyst	1	0	1
Police Officer	10	0	10
School Resource Officer (SRO)	2	0	2
Department Secretary	1	0	1
Evidence Custodian	1	0	1
Records Clerk	1	0	1
Total Number Authorized	30	0	30

Capital Outlay

Operating Capital

Mobile Ticket Printers (5 - Replacements)	4,950
<i>Total Computer Equipment</i>	\$ 4,950
Police Vehicles w/ Setup (3 - Replacements)	190,000
<i>Total Vehicles</i>	\$ 190,000
Search/Drug Canine	15,000
<i>Total Police Equipment</i>	\$ 15,000
Total Operating Capital	209,950

**City of Osage Beach
FY2024 Operating Budget**

General Fund Expenditures 911 Center (10-15)		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
<u>Personnel</u>							
10 15-711000	Salaries	273,435	232,129	218,876	282,000	262,931	450,000
10 15-713000	Overtime	55,429	71,010	64,998	50,000	73,547	55,000
10 15-714000	Holiday Pay	10,478	8,897	10,953	23,600	15,345	37,000
10 15-716000	Education Incentive	1,625	1,827	2,865	3,500	3,500	3,500
10 15-721001	Health Insurance	78,367	51,883	36,207	129,281	40,600	98,000
10 15-721002	Dental Insurance	3,733	1,947	1,380	3,563	1,488	3,800
10 15-721003	125 Medical Reimb.	333	-	-	-	-	-
10 15-721004	Employee Life Insurance	736	781	592	726	739	900
10 15-721005	Short Term Disability	912	964	728	1,331	904	1,800
10 15-721006	Vision Insurance	526	343	300	773	324	825
10 15-722000	FICA/FMED - 7.65%	25,985	24,433	22,798	27,500	27,156	41,800
10 15-723000	Retirement 401	22,574	19,554	18,381	25,100	21,118	49,100
Total Personnel		\$ 474,133	\$ 413,769	\$ 378,077	\$ 547,374	\$ 447,653	\$ 741,725
<u>Operations and Maintenance</u>							
10 15-729200	Training & Conferences	3,269	5,709	3,709	16,710	5,836	15,445
10 15-733000	Contractual	450	418	430	500	500	500
10 15-733610	Maintenance/Support Services	97,423	93,003	186,168	166,937	169,595	174,079
10 15-743100	Maintenance & Repair	469	879	29	750	750	788
10 15-743107	Maintenance & Repair -- Radio	1,331	908	1,348	2,000	1,000	2,000
10 15-744400	Rental/Lease -- Terminal	900	960	930	1,000	840	1,000
10 15-744700	Mobile Devices & Service	577	534	453	562	540	562
10 15-753010	Internet Connections	1,280	2,168	2,844	3,000	3,190	3,500
10 15-753200	911 Expense	15,377	16,053	16,050	16,800	15,000	16,800
10 15-761000	Supplies -- Office	512	663	502	550	550	580
10 15-761100	Postage	12	-	25	30	40	50
10 15-762600	Gasoline/Fuel	-	-	-	150	150	150
10 15-764200	Memberships	684	-	1,145	812	812	1,220
Total Operations and Maintenance		\$ 122,284	\$ 121,296	\$ 213,633	\$ 209,801	\$ 198,803	\$ 216,674
<u>Operating Capital</u>							
10 15-774250	Computer Equipment	3,040	6,967	14,493	7,247	7,246	7,247
10 15-774260	Office Furniture	2,358	-	-	85,000	-	85,000
10 15-774262	Communication Equipment	-	-	-	7,461	7,461	-
Total Operating Capital		\$ 5,398	\$ 6,967	\$ 14,493	\$ 99,708	\$ 14,707	\$ 92,247
<u>Debt Service</u>							
10 15-780000	Principal	115,587	113,429	114,580	-	-	-
10 15-782000	Interest	155	2,313	1,162	-	-	-
Total Debt Service		\$ 115,742	\$ 115,742	\$ 115,742	\$ -	\$ -	\$ -
Total 911 Center		\$ 717,557	\$ 657,774	\$ 721,944	\$ 856,883	\$ 661,163	\$ 1,050,646

City of Osage Beach
FY2024 Operating Budget

911 Center

Todd Davis
Police Chief

Personnel Schedule

<u>Classification</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>Total Full-Time Equivalents</u>
Dispatch Supervisor	1	0	1
Lead Dispatcher	2	0	2
Dispatcher	8	1	8.5
Total Number Authorized	11	1	11.5

Capital Outlay

Operating Capital

AIS P25 Upgrade (Biennial Fee)	7,247
Total Computer Equipment	\$ 7,247
Dispatch Console - 3 Stations (FY2023 carryover)	85,000
Total Office Furniture	\$ 85,000
Total Operating Capital	92,247

City of Osage Beach
FY2024 Operating Budget

General Fund Expenditures Planning (10-16)		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
<u>Personnel</u>							
10 16-711000	Salaries	89,574	91,080	100,275	107,800	107,278	93,500
10 16-721001	Health Insurance	24,134	23,900	24,607	26,407	23,994	17,000
10 16-721002	Dental Insurance	980	792	792	832	792	540
10 16-721004	Employee Life Insurance	245	257	306	240	336	275
10 16-721005	Short Term Disability	216	224	242	216	258	200
10 16-721006	Vision Insurance	142	144	144	151	138	100
10 16-722000	FICA/FMED - 7.65%	6,675	6,713	7,391	8,300	7,996	7,200
10 16-723000	Retirement 401	6,279	6,376	7,030	7,550	7,512	8,415
Total Personnel		\$ 128,245	\$ 129,487	\$ 140,787	\$ 151,496	\$ 148,304	\$ 127,230
<u>Operations and Maintenance</u>							
10 16-729200	Training & Conferences	440	-	-	-	-	-
10 16-733800	Professional Services	1,760	1,264	300	1,500	1,250	1,500
10 16-733820	Recording Fees	-	-	62	-	35	-
10 16-755000	Print and Publish	1,429	686	308	1,000	500	100
10 16-761000	Supplies -- Office	201	298	178	300	300	300
10 16-761100	Postage	2,511	78	-	350	225	550
10 16-764200	Memberships	312	236	236	300	300	300
Total Operations and Maintenance		\$ 6,653	\$ 2,562	\$ 1,083	\$ 3,450	\$ 2,610	\$ 2,750
Total Planning		\$ 134,898	\$ 132,049	\$ 141,870	\$ 154,946	\$ 150,914	\$ 129,980

City of Osage Beach
FY2024 Operating Budget

Planning

Cary Patterson
City Planner

Personnel Schedule

<u>Classification</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>Total</u>
			<u>Full-Time</u> <u>Equivalents</u>
City Planner	1	0	1
Total Number Authorized	1	0	1

City of Osage Beach
FY2024 Operating Budget

General Fund Expenditures Engineering (10-18)		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
<u>Personnel</u>							
10 18-711000	Salaries	180,149	53,464	5,966	50,000	9,200	159,000
10 18-713000	Overtime	1,028	382	47	-	-	-
10 18-716000	Education Incentive	1,610	1,725	199	-	-	-
10 18-721001	Health Insurance	42,360	19,101	3,242	12,500	1,600	39,000
10 18-721002	Dental Insurance	1,627	624	111	350	44	1,000
10 18-721003	125 Medical Reimb.	125	-	-	-	-	-
10 18-721004	Employee Life Insurance	511	166	34	110	25	530
10 18-721005	Short Term Disability	535	174	33	100	15	375
10 18-721006	Vision Insurance	377	120	20	75	11	275
10 18-722000	FICA/FMED - 7.65%	13,816	4,249	500	3,900	704	12,200
10 18-723000	Retirement 401	15,508	3,564	379	3,500	644	14,300
	Total Personnel	\$ 257,646	\$ 83,568	\$ 10,532	\$ 70,535	\$ 12,243	\$ 226,680
<u>Operations and Maintenance</u>							
10 18-729200	Training & Conferences		-	-	-	-	10,000
10 18-729400	Uniform Rental & Purchases	59	220	16	-	-	800
10 18-733610	Maintenance/Support Services	16,688	16,688	-	-	-	25,000
10 18-733800	Professional Services	245,455	308,763	374,773	300,000	395,000	300,000
10 18-743200	Vehicle Maintenance	430	206	1,519	-	-	5,000
10 18-743400	Equipment Repair	-	-	-	-	-	1,000
10 18-744700	Mobile Devices & Service	2,232	1,019	353	-	-	2,100
10 18-761000	Supplies -- Office	1,984	90	40	200	-	200
10 18-761005	Supplies	-	346	-	200	-	500
10 18-761100	Postage	302	1	25	30	80	100
10 18-762600	Gasoline/Fuel	2,815	2,428	1,725	-	-	1,000
10 18-764200	Memberships	35	-	-	-	-	500
	Total Operations and Maintenance	\$ 270,000	\$ 329,762	\$ 378,450	\$ 300,430	\$ 395,080	\$ 346,200
	Total Engineering	\$ 527,646	\$ 413,330	\$ 388,982	\$ 370,965	\$ 407,323	\$ 572,880

City of Osage Beach
FY2024 Operating Budget

Engineering

-- Vacant --
City Engineer

Personnel Schedule

<u>Classification</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>Total</u>
			<u>Full-Time</u> <u>Equivalents</u>
City Engineer	1	0	1
GIS Technician	1	0	1
Total Number Authorized	2	0	2

City of Osage Beach
FY2024 Operating Budget

General Fund Expenditures Information Technology (10-19)		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
<u>Personnel</u>							
10 19-711000	Salaries	55,048	61,528	67,280	73,500	72,918	132,700
10 19-713000	Overtime	2,668	244	-	-	-	-
10 19-721001	Health Insurance	16,089	15,934	16,405	17,605	16,769	36,500
10 19-721002	Dental Insurance	653	528	528	-	528	1,000
10 19-721004	Employee Life Insurance	206	189	200	554	238	530
10 19-721005	Short Term Disability	144	149	161	456	172	375
10 19-721006	Vision Insurance	95	111	132	101	143	275
10 19-722000	FICA/FMED - 7.65%	4,294	4,554	4,965	5,625	5,429	10,200
10 19-723000	Retirement 401	4,044	4,325	4,725	5,150	5,106	12,000
	Total Personnel	\$ 83,241	\$ 87,562	\$ 94,396	\$ 102,991	\$ 101,303	\$ 193,580
<u>Operations and Maintenance</u>							
10 19-729200	Training & Conferences	-	-	3,445	5,200	3,000	8,200
10 19-729400	Uniform Rental/Purchase	-	-	-	150	150	400
10 19-733610	Maintenance/Support Services	178,751	172,978	208,791	272,000	272,000	382,500
10 19-733800	Professional Services	64,002	69,691	84,811	95,000	95,000	100,000
10 19-743400	Equipment Repair	4,955	-	1,360	5,000	-	5,000
10 19-744700	Mobile Devices & Service	1,747	1,433	959	1,040	945	1,700
10 19-753010	Internet Connections	61,081	62,644	57,322	63,249	70,249	50,000
10 19-761000	Supplies -- Office	109	216	199	200	200	500
10 19-761100	Postage	31	1	25	30	90	30
10 19-762600	Gasoline/Fuel	13	-	-	-	-	-
	Total Operations and Maintenance	\$ 310,689	\$ 306,962	\$ 356,912	\$ 441,869	\$ 441,634	\$ 548,330
<u>Operating Capital</u>							
10 19-774131	Tools	-	-	-	-	-	-
10 19-774250	Computer Equipment	41,082	11,485	59,610	44,128	22,674	103,600
10 19-774253	Printers	-	-	3,753	-	-	4,000
10 19-774255	Machinery & Equipment	-	-	3,984	-	-	-
10 19-774260	Office Furniture	-	-	300	-	-	4,500
10 19-774267	Communication Equipment	8,967	6,483	28,894	33,956	33,956	-
	Total Operating Capital	\$ 50,049	\$ 17,968	\$ 96,541	\$ 78,084	\$ 56,630	\$ 112,100
	Total Information Technology	\$ 443,979	\$ 412,493	\$ 547,849	\$ 622,944	\$ 599,567	\$ 854,010

City of Osage Beach
FY2024 Operating Budget

Information Technology (IT)

Personnel Schedule

<u>Classification</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>Total Full-Time Equivalents</u>
IT Manager	1	0	1
IT Support Specialist	1	0	1
Total Number Authorized	2	0	2

Capital Outlay

Operating Capital

Docking Station (Replacements)	4,200
Imaging Cameras - City Hall (Replacements)	10,000
Desktop/Laptops/Workstations/Monitor (Replacements)	89,400
Total Computer Equipment	\$ 103,600
Printers (Replacements)	4,000
Total Printers	\$ 4,000
Office Furniture	4,500
Total Office Furniture	\$ 4,500
Total Operating Capital	\$ 112,100

City of Osage Beach
FY2024 Operating Budget

General Fund Expenditures		FY2020	FY2021	FY2022	FY2023	FY2023	FY2024
Emergency Management (10-20)		Actual	Actual	Actual	Budget	Projected Year-End	Budget
<u>Operations and Maintenance</u>							
10 20-729200	Training & Conferences	-	-	-	700	-	700
10 20-733610	Maintenance/Support Services	80	-	270	-	-	-
10 20-743101	Siren Maintenance	4,668	15,865	5,395	7,500	7,695	7,500
10 20-754250	Community Promotions & Events	-	-	-	200	200	200
	Total Operations and Maintenance	\$ 4,748	\$ 15,865	\$ 5,665	\$ 8,400	\$ 7,895	\$ 8,400
<u>Operating Capital</u>							
10 20-774120	Emergency Mgmt Capital	-	-	-	-	-	20,000
	Total Operating Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000
	Total Emergency Management	\$ 4,748	\$ 15,865	\$ 5,665	\$ 8,400	\$ 7,895	\$ 28,400

City of Osage Beach
FY2024 Operating Budget

Emergency Management

Todd Davis, Police Chief
Serves as Emergency Manager

Capital Outlay

Operating Capital

Outdoor Warning Siren System Upgrade	20,000
<i>Total Emergency Mgmt Capital</i>	\$ 20,000
Total Operating Capital	\$ 20,000

City of Osage Beach
FY2024 Operating Budget

General Fund Expenditures Economic Development (10-21)		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
<u>Personnel</u>							
10 21-711000	Salaries	-	-	23,741	52,300	36,705	-
10 21-721001	Health Insurance	-	-	1,198	3,271	2,277	-
10 21-721002	Dental Insurance	-	-	-	-	-	-
10 21-721004	Employee Life Insurance	-	-	44	139	109	-
10 21-721005	Short Term Disability	-	-	49	168	128	-
10 21-721006	Vision Insurance	-	-	-	-	-	-
10 21-722000	FICA/FMED - 7.65%	-	-	1,908	4,000	2,983	-
10 21-723000	Retirement 401	-	-	1,357	3,700	2,729	-
	Total Personnel	\$ -	\$ -	\$ 28,298	\$ 63,578	\$ 44,930	\$ -
<u>Operations and Maintenance</u>							
10 21-729200	Training & Conferences	250	2,355	3,963	6,000	2,423	4,700
10 21-731100	TIF Proposal Exp.	2,356	1,219	56,598	70,000	101,700	70,000
10 21-733800	Professional Services	10,250	2,850	2,850	2,850	2,850	62,000
10 21-744700	Mobile Devices & Service	-	-	267	400	500	500
10 21-754000	Advertising	26,200	26,100	28,425	27,000	27,000	27,000
10 21-754220	Maint & Repair Lights/Banners	3,757	4,496	1,351	5,000	5,000	5,000
10 21-754250	Community Promotions & Events	2,497	16,405	25,274	35,000	50,000	40,000
10 21-754255	Community Event Support	4,000	10,000	9,000	13,000	8,000	13,000
10 21-761000	Supplies -- Office	-	-	87	491	-	500
10 21-764200	Memberships	3,320	3,394	3,395	4,200	4,300	4,600
10 21-764210	Trans TIF Prewitt's Pt.	618,958	481,354	-	-	-	-
10 21-764211	Component Unit Transfers	153,155	173,303	163,786	181,800	202,000	206,500
	Total Operations and Maintenance	\$ 824,743	\$ 721,476	\$ 294,997	\$ 345,741	\$ 403,773	\$ 433,800
<u>Operating Capital</u>							
10 21-774260	Office Furniture	-	-	-	309	309	-
	Total Operating Capital	\$ -	\$ -	\$ -	\$ 309	\$ 309	\$ -
<u>Capital Expansion</u>							
10 21-773020	Holiday Lights/Banners	-	-	6,095	25,000	45,371	-
	Total Capital Expansion	\$ -	\$ -	\$ 6,095	\$ 25,000	\$ 45,371	\$ -
	Total Economic Development	\$ 824,743	\$ 721,476	\$ 329,389	\$ 434,628	\$ 494,383	\$ 433,800

City of Osage Beach
FY2024 Operating Budget

General Fund Expenditures		FY2020	FY2021	FY2022	FY2023	FY2023	FY2024
Transfer to Other Funds (10-90)		Actual	Actual	Actual	Budget	Projected Year-End	Budget
<u>Transfer to Other Funds</u>							
10 90-799935	Transfer to Sewer Fund	-	-	-	950,904	-	950,604
10 90-799940	Transfer to Ambulance Fund	300,000	290,000	555,000	380,000	380,000	408,000
	Total Transfer to Other Funds	<u>\$ 300,000</u>	<u>\$ 290,000</u>	<u>\$ 555,000</u>	<u>\$ 1,330,904</u>	<u>\$ 380,000</u>	<u>\$ 1,358,604</u>
	Total General Fund Expenditures	<u><u>\$ 7,386,801</u></u>	<u><u>\$ 7,184,816</u></u>	<u><u>\$ 7,906,107</u></u>	<u><u>\$ 11,720,920</u></u>	<u><u>\$ 9,024,563</u></u>	<u><u>\$ 12,426,213</u></u>

**City of Osage Beach
FY2024 Operating Budget**

Capital Improvement Tax Fund Summary

Cash & Equivalent Balance January 1, 2024 - Estimated

Restricted - Other	125,000
Unrestricted	2,457,559

TOTAL Cash & Equivalent Balance January 1, 2024	\$ 2,582,559
--	---------------------

Revenue

Taxes	3,125,000
Other Income	108,000

TOTAL Revenues	\$ 3,233,000
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Expenditures

Operations & Maintenance	103,250
Transfer to Other Funds	4,224,822

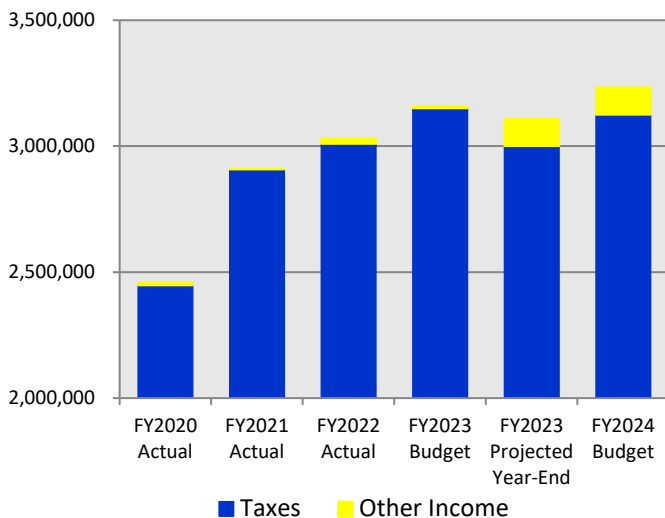
TOTAL Expenditures	\$ 4,328,072
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Cash & Equivalent Balance December 31, 2024 - Estimated

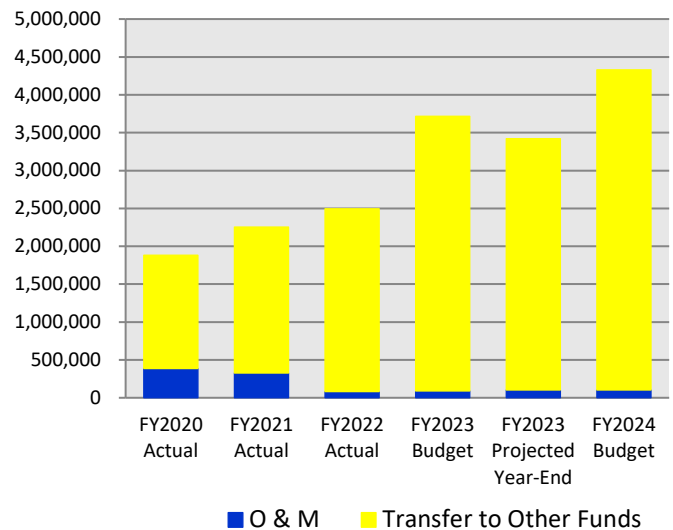
Restricted - Other	125,000
Unrestricted	1,362,487

TOTAL Cash & Equivalent Balance December 31, 2024	\$ 1,487,487
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FY2020 - FY2024 CIT Fund Revenues



FY2020 - FY2024 CIT Fund Expenditures



**City of Osage Beach
FY2024 Operating Budget**

Capital Improvement Fund Revenues (Fund 19)		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
<u>Taxes</u>							
19 00-400000	Tax -- Sales - Osage Beach	2,447,877	2,907,654	3,009,060	3,150,000	3,000,000	3,125,000
	Total Taxes	\$ 2,447,877	\$ 2,907,654	\$ 3,009,060	\$ 3,150,000	\$ 3,000,000	\$ 3,125,000
<u>Other Income</u>							
19 00-490000	Interest Earned	11,360	2,115	22,281	7,000	107,500	108,000
	Total Other Income	\$ 11,360	\$ 2,115	\$ 22,281	\$ 7,000	\$ 107,500	\$ 108,000
	Total Capital Improvement Fund Revenues	\$ 2,459,237	\$ 2,909,769	\$ 3,031,341	\$ 3,157,000	\$ 3,107,500	\$ 3,233,000

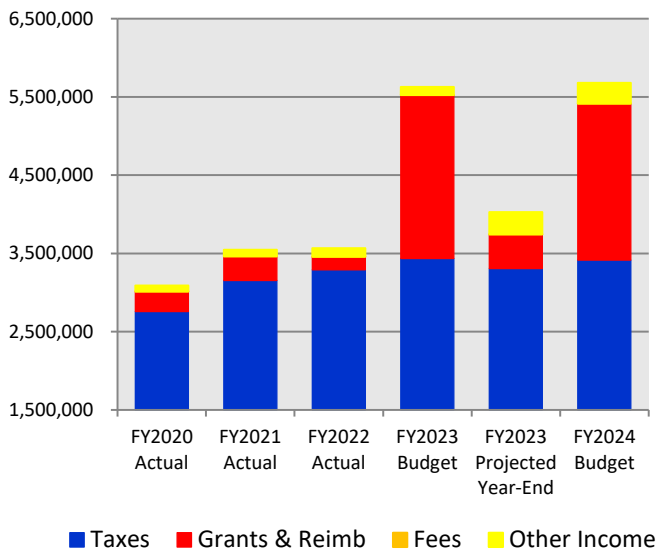
Capital Improvement Fund Expenditures (Fund 19)		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
<u>Operations and Maintenance</u>							
19 00-764210	Trans TIF Prewitt's Pt	309,479	240,704	-	-	-	-
19 00-764211	Component Unit Transfers	76,578	86,652	81,893	90,900	101,000	103,250
	Total Operations and Maintenance	\$ 386,057	\$ 327,355	\$ 81,893	\$ 90,900	\$ 101,000	\$ 103,250
<u>Transfer to Other Funds</u>							
19 00-799910	Transfer to General Fund	95,566	-	-	326,000	21,000	305,000
19 00-799930	Transfer to Water and/or Sewer Fund	1,400,000	1,925,000	2,415,000	3,300,000	3,300,000	3,919,822
	Total Transfer to Other	\$ 1,495,566	\$ 1,925,000	\$ 2,415,000	\$ 3,626,000	\$ 3,321,000	\$ 4,224,822
	Total Capital Improvement Fund Expenditures	\$ 1,881,623	\$ 2,252,355	\$ 2,496,893	\$ 3,716,900	\$ 3,422,000	\$ 4,328,072

**City of Osage Beach
FY2024 Operating Budget**

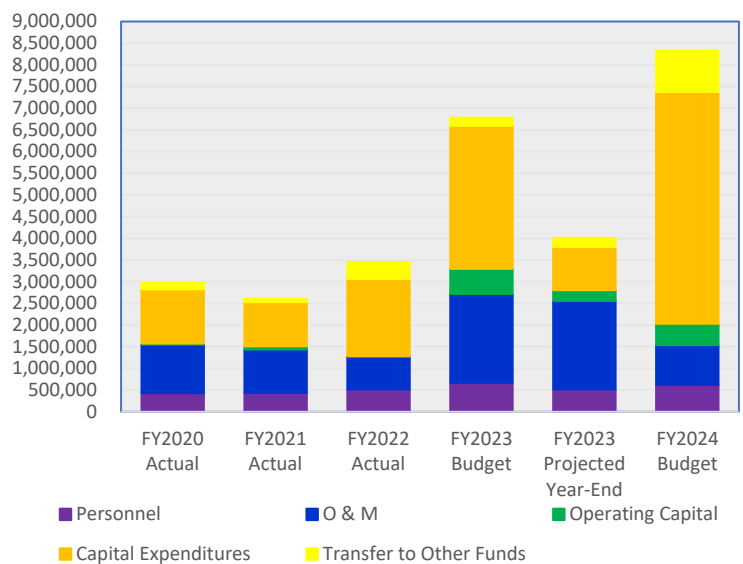
Transportation Fund Summary

Cash & Equivalent Balance January 1, 2024 - Estimated	
Restricted - Fund Reserve	3,537,120
Restricted - Other	-
Unrestricted	2,358,834
TOTAL Cash & Equivalent Balance January 1, 2024	\$ 5,895,954
Revenue	
Taxes	3,415,000
Grants & Reimbursements	1,998,597
Fees	1,200
Other Income	265,800
TOTAL Revenues	\$ 5,680,597
Expenditures	
Personnel Services	615,175
Operations & Maintenance	922,900
Operating Capital	488,292
Capital Expenditures	5,347,772
Transfer to Other Funds	951,000
TOTAL Expenditures	\$ 8,325,139
Cash & Equivalent Balance December 31, 2024 - Estimated	
Restricted - Fund Reserve	3,240,468
Restricted - Other	-
Unrestricted	10,944
TOTAL Cash & Equivalent Balance December 31, 2024	\$ 3,251,412

FY2020 - FY2024 Transportation Fund Revenues



FY2020 - FY2024 Transportation Fund Expenditures



City of Osage Beach
FY2024 Operating Budget

Transportation Fund Revenues (Fund 20)		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
<u>Taxes</u>							
20 00-400000	Tax -- Sales - Osage Beach	2,448,013	2,907,870	3,009,258	3,150,000	3,000,000	3,125,000
20 00-400100	Tax -- MO Fuel Share	110,429	117,701	140,340	139,000	160,000	150,000
20 00-400200	Tax -- MO Vehicle License	60,359	68,870	65,308	70,000	71,000	65,000
20 00-400300	County Road Property Tax	139,967	59,833	74,015	74,000	75,958	75,000
	Total Taxes	\$ 2,758,768	\$ 3,154,273	\$ 3,288,921	\$ 3,433,000	\$ 3,306,958	\$ 3,415,000
<u>Grants and Reimbursements</u>							
20 00-440115	Special Road District Contributions	254,373	307,465	154,393	551,861	418,022	227,018
20 00-440180	Grants -- Transportation	-	-	14,655	1,539,898	17,615	1,771,579
	Total Grants and Reimbursements	\$ 254,373	\$ 307,465	\$ 169,048	\$ 2,091,759	\$ 435,637	\$ 1,998,597
<u>Fees</u>							
20 00-450400	Fees -- Copies, Maps, & Misc.	452	588	2,850	1,000	1,200	1,200
	Total Fees	\$ 452	\$ 588	\$ 2,850	\$ 1,000	\$ 1,200	\$ 1,200
<u>Other Income</u>							
20 00-490000	Interest Earned	39,733	30,670	91,519	50,000	249,000	250,000
20 00-490160	Revenue Share Credit	506	8	-	-	-	-
20 00-490200	Retirement Earnings	1,651	118	-	-	-	-
20 00-600000	Sale of Used Equipment	10,553	48,480	151	35,900	19,800	15,300
20 00-600005	Insurance -- Settlement	24,461	4,165	13,913	15,000	16,000	-
20 00-600009	Scrap Metal Recycle	7	963	1,171	500	1,600	500
	Total Other Income	\$ 76,911	\$ 84,403	\$ 106,754	\$ 101,400	\$ 286,400	\$ 265,800
	Total Transportation Fund Revenues	<u>\$ 3,090,504</u>	<u>\$ 3,546,729</u>	<u>\$ 3,567,573</u>	<u>\$ 5,627,659</u>	<u>\$ 4,030,195</u>	<u>\$ 5,680,597</u>

**City of Osage Beach
FY2024 Operating Budget**

		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
Transportation Fund Expenditures (Fund 20)							
<u>Personnel</u>							
20 00-711000	Salaries	264,019	284,921	335,321	432,300	346,215	380,000
20 00-713000	Overtime	2,207	3,585	12,063	10,000	8,761	10,000
20 00-716000	Education Incentive	1,487	1,558	3,062	3,000	3,346	3,000
20 00-721001	Health Insurance	100,938	88,811	95,226	126,578	81,865	122,000
20 00-721002	Dental Insurance	4,025	2,757	2,702	3,952	2,027	4,100
20 00-721003	125 Medical Reimb.	153	-	-	-	-	-
20 00-721004	Employee Life Insurance	847	777	844	1,391	1,169	1,400
20 00-721005	Short Term Disability	977	893	918	1,200	1,011	1,400
20 00-721006	Vision Insurance	612	518	540	916	478	775
20 00-722000	FICA/FMED - 7.65%	19,866	20,541	25,841	34,100	27,105	30,100
20 00-723000	Retirement 401	17,007	17,325	18,245	28,800	20,137	35,400
20 00-725000	Unemployment Compensation	459	-	-	-	-	-
20 00-726000	Workers' Compensation	17,221	16,770	23,658	25,350	26,805	27,000
Total Personnel		\$ 429,818	\$ 438,456	\$ 518,420	\$ 667,587	\$ 518,919	\$ 615,175
<u>Operations and Maintenance</u>							
20 00-729200	Training & Conferences	2,408	2,823	5,577	8,914	7,000	12,000
20 00-729400	Uniform Rental/Purchases	4,346	8,399	12,248	15,000	11,500	13,500
20 00-733240	Contracted Labor	1,116	1,904	5,028	8,000	5,200	7,000
20 00-733610	Maintenance/Support Services	3,005	2,389	5,566	13,700	15,400	1,000
20 00-733750	Administrative Reimb.	289,000	284,000	270,000	253,000	137,000	268,000
20 00-733800	Professional Services	2,599	-	5,574	26,000	39,170	76,000
20 00-742000	Janitorial Service	3,463	3,453	4,120	4,200	4,600	7,200
20 00-742100	Trash Service	705	642	775	1,040	1,040	1,700
20 00-743100	Maintenance & Repair	4,469	4,061	5,734	5,700	9,700	6,400
20 00-743103	Supplies -- Bldg/Janitorial	1,957	2,449	2,484	2,300	3,000	3,000
20 00-743104	Electric Svc -- Bldg/Facility	2,550	2,809	3,215	4,600	3,500	4,000
20 00-743106	Streetlight Repair	37,891	18,615	17,142	26,000	26,000	27,000
20 00-743107	Signal Repair	1,513	31,087	23,215	22,000	36,350	25,000
20 00-743200	Vehicle Maintenance	27,020	26,786	37,512	36,750	25,000	25,000
20 00-743400	Equipment Repair	16,156	29,250	26,266	26,250	35,000	26,250
20 00-743410	Small Equip/Tool Repairs	1,072	1,422	2,584	2,800	2,800	2,800
20 00-744200	Rental/Lease -- Equipment	23	-	1,500	1,800	1,800	1,800
20 00-744700	Mobile Devices & Service	2,774	4,287	6,265	6,000	6,700	6,000
20 00-752000	Insurance -- Property & Liability	18,442	18,196	21,632	22,100	25,000	24,000
20 00-752100	Self-Insurance Claim	318	241	-	500	-	500
20 00-754000	Advertising	365	84	109	300	500	500
20 00-761000	Supplies -- Office	325	295	702	2,400	2,000	2,000
20 00-761005	Supplies	-	546	3,686	2,000	2,000	2,000
20 00-761100	Postage	141	21	202	175	300	300
20 00-761300	Road Repair & Maintenance	13,840	49,741	36,679	62,400	85,000	80,000
20 00-761400	Sign Parts & Maintenance	18,067	15,499	15,446	43,450	43,450	12,000
20 00-761500	Paint	2,678	8,146	15,086	15,000	15,700	17,000
20 00-761520	Sand and Gravel	2,447	1,734	1,622	2,000	2,000	2,000
20 00-761600	Chemicals	35,783	39,860	17,558	42,000	18,100	42,000
20 00-762210	Electric Svc -- Streetlights	68,985	69,785	62,928	52,000	61,000	65,000

City of Osage Beach
FY2024 Operating Budget

		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
Transportation Fund Expenditures (Fund 20)							
20 00-762600	Gasoline/Fuel	21,050	34,551	52,382	50,000	46,000	50,000
20 00-764131	Small Tools	861	4,036	3,973	7,400	7,400	8,200
20 00-764200	Memberships	117	120	199	400	400	500
20 00-764206	Seal	153,887	-	-	285,767	349,441	-
20 00-764207	Asphalt Overlay	-	-	109	909,935	909,935	-
20 00-764210	Trans TIF Prewitt's Pt	309,479	240,704	-	-	-	-
20 00-764211	Component Unit Transfers	76,578	86,652	81,893	90,900	101,000	103,250
Total Operations and Maintenance		\$ 1,125,430	\$ 994,588	\$ 749,010	\$ 2,052,781	\$ 2,039,986	\$ 922,900
<u>Operating Capital</u>							
20 00-774250	Computer Equipment	2,377	-	1,336	13,817	7,965	4,167
20 00-774255	Machinery & Equipment	17,370	40,826	13,810	23,414	15,000	66,339
20 00-774256	Building Improvements	61	21,444		106,500	22,000	18,200
20 00-774260	Office Furniture	-	-		2,800	-	-
20 00-774265	Vehicle(s)	-	13,500	-	430,366	197,923	399,586
Total Operating Capital		\$ 19,808	\$ 75,770	\$ 15,146	\$ 576,897	\$ 242,888	\$ 488,292
<u>Capital Expenditures</u>							
20 00-773100	Engineering	83,381	-	-	-	-	-
20 00-773105	Land Purchase	5,821	-	-	40,000	-	-
20 00-773110	Streetlights	-	-	-	5,000	-	-
20 00-773155	Misc. Streets/Roads	-	77,110	1,056,101	1,362,745	710,000	3,436,274
20 00-773209	Dude Ranch Sidewalk/Trail	80,977	-	-	-	-	-
20 00-773210	Special Road District Projects	8,005	107,860	193,686	477,300	153,000	151,498
20 00-773211	Sidewalk Improvements -- OB Pkwy	19,785	15,129	426,177	-	19,232	-
20 00-773216	Osage Beach Parkway	-	9,307	23,886	1,413,000	115,000	1,760,000
20 00-773223	Mace Road	1,048,863	736,395	81,850	-	-	-
20 00-773225	Beach Drive	-	72,473	-	-	-	-
Total Capital Expenditures		\$ 1,246,832	\$ 1,018,274	\$ 1,781,701	\$ 3,298,045	\$ 997,232	\$ 5,347,772
<u>Transfer to Other Funds</u>							
20 00-799945	Transfer to Lee C. Fine Fund	52,000	-	200,000	-	25,000	565,000
20 00-799947	Transfer to Grand Glaize Fund	107,000	82,000	190,000	190,000	190,000	386,000
Total Transfer to Other Funds		\$ 159,000	\$ 82,000	\$ 390,000	\$ 190,000	\$ 215,000	\$ 951,000
Total Transportation Fund Expenditures		\$ 2,980,888	\$ 2,609,087	\$ 3,454,277	\$ 6,785,310	\$ 4,014,025	\$ 8,325,139

City of Osage Beach
FY2024 Operating Budget
Transportation
Personnel Schedule

<u>Classification</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>Total Full-Time Equivalents</u>
Public Works Operations Manager (Transportation/Water/Sewer)	0.34	0	0.34
Public Works Foreman - Transportation	1	0	1
Public Works I, II, III	6	0	6
Department Secretary (Transportation/Water/Sewer)	0.33	0	0.33
Part-time Technician (FTE - .5)	0	1	0.5
Total Number Authorized	7.67	1	8.17

Capital Outlay

Operating Capital

Printer (Transportation/Water/Sewer)	667
Monitor, PC, Laptops (Replacements)	3,500
Total Computer Equipment	\$ 4,167
Cut Off Saw	3,500
Plasma Cutter	3,700
Mower Rear Discharge	12,684
Line Laser V200 (Replacement)	17,955
Mini Skidsteer w Attachments (Transportation/Water/Sewer)	28,500
Total Machinery and Equipment	\$ 66,339
Public Works Facility Improvements (Transportation/Water/Sewer)	3,000
Carport (2) (Transportation/Water/Sewer)	3,500
Camara & Access Upgrade (Transportation/Water/Sewer)	11,700
Total Building Improvements	\$ 18,200
Streetsweeper (Replacement)	149,452
International Dump Truck (1) (FY2023 Carryover)	250,134
Total Vehicles	\$ 399,586
Total Operating Capital	\$ 488,292

City of Osage Beach
FY2024 Operating Budget
Transportation

Capital Outlay Continued

Capital Expenditures

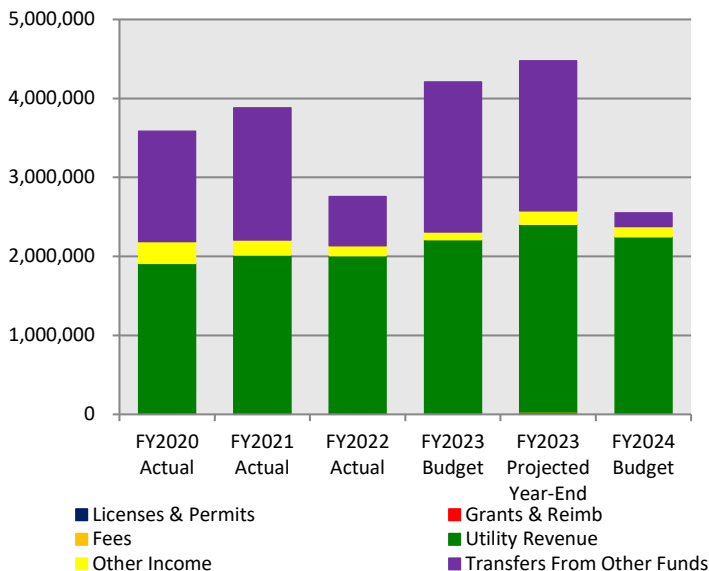
Columbia College Sidewalk (Engineering FY2023/Construction FY2024) (partial TAP Grant)	44,000
Summit Circle Drainage Improvement	52,509
Gerrard Stormwater Improvement	71,606
Lois Drainage Improvement	83,500
Bellwood Stormwater Improvement	87,000
Proctor Drainage Improvement (FY2023 Carryover)	90,965
Beach Drive Culvert Replacement (FY2023 Carryover)	97,000
Zebra Drainage Improvement	107,000
Bluff Drive Shoulder Repair (FY2023 Carryover)	154,500
Highway 42 Sidewalk (Engineering & Construction) (partial TAP Grant) (FY2023 Carryover)	1,180,347
Osage Beach Road (Engineering & Construction)	1,467,847
Total Misc. Streets/Roads	\$ 3,436,274
Goldie Pearl Sidewalk (Engineering & Construction) (partial OBSRD reimb)	151,498
Total Special Road District Projects	\$ 151,498
Signal Upgrades - Outlet Mall (FY2023 Carryover) & KK/Parkway	70,000
Welcome Sign (Location TBD)	75,000
OB Pkwy Executive Drive Extension (OBSRD partial reimb/MoDOT CostShare) (FY2022 partial carryover)	615,000
Reconnecting Communities Sidewalk/Trail Project (Grant/Reimb 80%+\$50k other)	1,000,000
Total Osage Beach Parkway	\$ 1,760,000
Total Capital Expenditures	\$ 5,347,772

**City of Osage Beach
FY2024 Operating Budget**

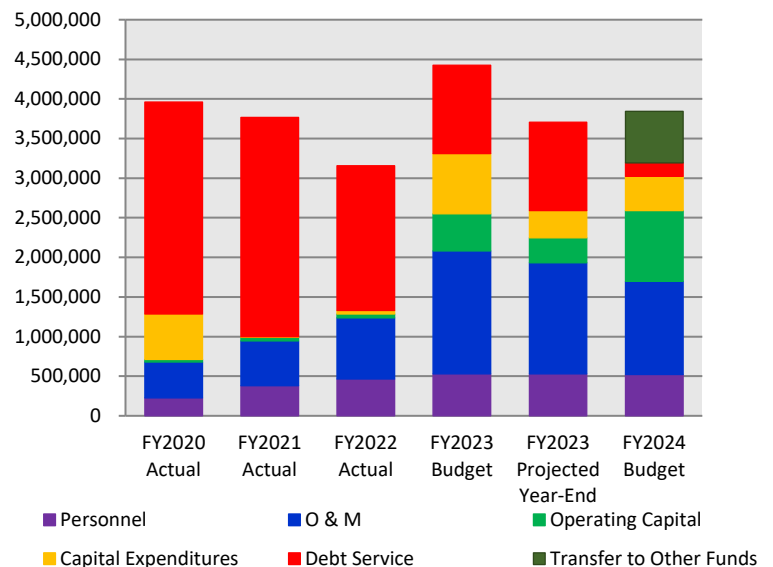
Water Fund Summary

Cash & Equivalent Balance January 1, 2024 - Estimated	
Restricted - Fund Reserve	1,186,273
Restricted - Other	875,565
Unrestricted	880,507
TOTAL Cash & Equivalent Balance January 1, 2024	\$ 2,942,345
Revenue	
Licenses & Permits	3,000
Grants & Reimbursements	-
Fees	800
Utility Revenue	2,246,400
Other Income	131,380
Transfer From Other Funds	173,300
TOTAL Revenues	\$ 2,554,880
Expenditures	
Personnel Services	519,800
Operations & Maintenance	1,178,890
Operating Capital	892,847
Capital Expenditures	430,000
Transfer to Other Funds	650,000
Debt Service	173,300
TOTAL Expenditures	\$ 3,844,837
Cash & Equivalent Balance December 31, 2024 - Estimated	
Restricted - Fund Reserve	1,221,793
Restricted - Other	425,500
Unrestricted	5,095
TOTAL Cash & Equivalent Balance December 31, 2024	\$ 1,652,388

FY2020 - FY2024 Water Fund Revenues



FY2020 - FY2024 Water Fund Expenditures



City of Osage Beach
FY2024 Operating Budget

		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
Water Fund Revenues (Fund 30)							
<u>Licenses and Permits</u>							
30 00-430101	Site Development	1,892	6,034	2,046	3,000	8,225	3,000
	Total Licenses and Permits	\$ 1,892	\$ 6,034	\$ 2,046	\$ 3,000	\$ 8,225	\$ 3,000
<u>Grants and Reimbursements</u>							
30 00-440200	Grant Revenue	3,600	21,061	5,138	20,976	30,615	-
	Total Grants and Reimbursements	\$ 3,600	\$ 21,061	\$ 5,138	\$ 20,976	\$ 30,615	\$ -
<u>Fees</u>							
30 00-450400	Fees -- Copies, Maps, & Misc.	837	688	2,744	500	1,000	800
	Total Fees	\$ 837	\$ 688	\$ 2,744	\$ 500	\$ 1,000	\$ 800
<u>Utility Revenue</u>							
30 00-470001	Water Collection	1,836,295	1,878,861	1,910,500	2,100,000	2,100,000	2,153,000
30 00-470010	Water Tap Fee	5,522	7,703	9,919	8,000	20,000	10,000
30 00-470100	Late Penalty	4,953	3,614	4,412	4,500	4,400	4,400
30 00-470200	Reconnection Fees	2,967	4,911	5,830	4,000	8,000	4,000
30 00-470500	Water Impact Fees	55,515	93,787	71,809	75,000	240,000	75,000
	Total Utility Revenue	\$ 1,905,252	\$ 1,988,876	\$ 2,002,470	\$ 2,191,500	\$ 2,372,400	\$ 2,246,400
<u>Other Income</u>							
30 00-490000	Interest Earned	33,177	9,441	17,712	24,000	82,000	79,500
30 00-490150	Interest Subsidy DNR	222,564	174,901	102,206	60,000	48,238	25,000
30 00-490160	Revenue Share Credit	686	33	-	-	-	-
30 00-490200	Retirement Earnings	1,372	136	-	-	-	-
30 00-600000	Sale of Used Equipment	14,553	-	167	10,000	13,900	25,300
30 00-600003	Credit Card Fees	-	-	-	-	350	700
30 00-600005	Insurance -- Settlement	-	110	-	-	23,075	-
30 00-600008	Royalties -- Service Line	554	451	367	400	380	380
30 00-600009	Scrap Metal Recycle	826	3,699	2,358	1,000	3,500	500
	Total Other Income	\$ 273,732	\$ 188,771	\$ 122,810	\$ 95,400	\$ 171,443	\$ 131,380
<u>Transfers From Other Funds</u>						3	
30 00-620019	Transfer from CIT Fund	1,400,000	1,675,000	625,000	1,900,000	1,900,000	173,300
	Total Transfers From Other Funds	\$ 1,400,000	\$ 1,675,000	\$ 625,000	\$ 1,900,000	\$ 1,900,000	\$ 173,300
	Total Water Fund Revenues	\$ 3,585,313	\$ 3,880,431	\$ 2,760,207	\$ 4,211,376	\$ 4,483,683	\$ 2,554,880

**City of Osage Beach
FY2024 Operating Budget**

		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
Water Fund Expenditures (Fund 30)							
<u>Personnel</u>							
30 00-711000	Salaries	148,351	259,322	292,363	341,300	336,607	310,000
30 00-713000	Overtime	5,682	12,106	45,469	20,000	40,754	25,000
30 00-714000	Holiday Pay	-	-	244	-	-	-
30 00-716000	Education Incentive	-	-	1,731	4,500	4,480	4,500
30 00-721001	Health Insurance	38,817	59,626	63,188	96,745	62,938	91,000
30 00-721002	Dental Insurance	2,066	2,479	1,750	2,751	1,758	2,900
30 00-721003	125 Medical Reimb.	153	-	-	-	-	-
30 00-721004	Employee Life Insurance	454	783	795	912	945	1,100
30 00-721005	Short Term Disability	506	908	873	912	984	1,200
30 00-721006	Vision Insurance	244	424	518	1,063	486	800
30 00-722000	FICA/FMED - 7.65%	11,662	20,519	25,851	28,000	29,079	25,700
30 00-723000	Retirement 401	10,435	18,611	23,328	25,600	25,762	30,600
30 00-726000	Workers' Compensation	7,444	5,534	8,329	8,925	26,805	27,000
Total Personnel		\$ 225,814	\$ 380,312	\$ 464,438	\$ 530,708	\$ 530,597	\$ 519,800
<u>Operations and Maintenance</u>							
30 00-729200	Training & Conferences	826	2,047	5,732	6,900	5,500	7,250
30 00-729400	Uniform Rental/Purchases	3,578	6,418	7,661	9,500	9,500	11,500
30 00-733200	Legal Services	187	158	104	100	100	100
30 00-733500	Credit Card Fees	-	11,260	17,229	15,000	18,500	18,500
30 00-733610	Maintenance/Support Services	2,330	2,389	6,982	15,800	15,800	20,000
30 00-733750	Administrative Reimb.	168,000	93,000	127,500	100,000	119,000	123,000
30 00-733800	Professional Services	1,303	1,257	728	96,000	125,000	120,000
30 00-742000	Janitorial Service	3,453	3,453	4,120	4,200	4,600	7,200
30 00-742100	Trash Service	508	642	775	1,040	1,020	1,700
30 00-743100	Maintenance & Repair	1,092	3,291	5,888	5,700	9,700	6,400
30 00-743103	Supplies -- Bldg/Janitorial	1,415	1,783	2,476	2,300	3,000	3,000
30 00-743104	Electric Svc -- Bldg/Facility	2,413	2,676	3,125	4,600	3,500	4,000
30 00-743200	Vehicle Maintenance	1,354	5,074	10,245	10,710	10,710	11,240
30 00-743300	Repair of System	75,162	199,478	300,132	990,000	765,000	534,000
30 00-743400	Equipment Repair	1,631	1,721	7,982	8,000	8,000	8,400
30 00-744200	Rental/Lease -- Equipment	2,038	-	9,611	11,000	10,000	1,000
30 00-744700	Mobile Devices & Service	2,605	3,600	5,390	4,740	4,400	4,800
30 00-752000	Insurance -- Property & Liability	24,979	29,777	31,821	34,100	39,541	40,000
30 00-752100	Self-Insurance Claim	1,780	-	526	-	-	400
30 00-754000	Advertising	1,163	-	120	400	400	400
30 00-761000	Supplies -- Office	260	485	742	2,400	2,000	2,000
30 00-761002	Supplies -- Billing	878	941	1,073	1,000	1,000	1,000
30 00-761005	Supplies	-	1,435	4,822	4,000	4,000	4,000
30 00-761100	Postage	1,022	319	757	450	810	800
30 00-761101	Postage -- Utility	4,800	4,996	6,110	6,400	6,400	6,400
30 00-761600	Chemicals	14,251	17,288	37,653	30,000	30,000	35,000
30 00-762200	Electric Service	126,919	155,104	147,895	160,000	180,000	180,000
30 00-762600	Gasoline/Fuel	8,541	14,864	20,336	18,500	17,000	18,000
30 00-764131	Small Tools	1,717	2,588	3,736	7,050	7,050	7,400
30 00-764200	Memberships	852	1,071	1,409	1,150	1,700	1,400
Total Operations and Maintenance		\$ 455,057	\$ 567,117	\$ 772,678	\$ 1,551,040	\$ 1,403,231	\$ 1,178,890

City of Osage Beach
FY2024 Operating Budget

		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
Water Fund Expenditures (Fund 30)							
<u>Operating Capital</u>							
30 00-774250	Computer Equipment	1,535	-	-	8,579	3,535	4,167
30 00-774251	Computer Software	-	-	2,595	-	-	-
30 00-774255	Machinery & Equipment	5,450	9,014	12,174	34,361	34,750	226,280
30 00-774256	Building Improvements	61	21,543	-	106,500	22,000	18,200
30 00-774260	Office Furniture	-	-	-	2,800	-	-
30 00-774265	Vehicle(s)	-	-	-	227,000	225,000	192,500
30 00-774269	Tower & Well Improvements	23,600	10,450	33,200	89,000	27,000	451,700
	Total Operating Capital	\$ 30,646	\$ 41,007	\$ 47,969	\$ 468,240	\$ 312,285	\$ 892,847
<u>Capital Expenditures</u>							
30 00-773100	Engineering	28,215	964	-	-	-	-
30 00-773105	Land Purchase	4	-	-	-	-	-
30 00-773141	Other Water Connection	-	-	-	255,750	255,750	-
30 00-773170	New Wells	538,045	-	-	-	-	-
30 00-773177	Connecting Water	-	-	-	235,000	7,200	280,000
30 00-773221	New Water Connections	6,118	7,703	9,919	8,000	27,500	20,000
30 00-773222	SCADA Improvements	-	-	33,111	-	-	-
30 00-773300	Unserved Area Infrastructure	-	-	-	261,100	55,000	130,000
	Total Capital Expenditures	\$ 572,382	\$ 8,667	\$ 43,030	\$ 759,850	\$ 345,450	\$ 430,000
<u>Transfer to Other Funds</u>							
30 00-799930	Transfer to Sewer Fund	-	-	-	-	-	650,000
	Total Transfer to Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 650,000
<u>Debt Service</u>							
30 00-776000	DNR Admin Fee	43,845	32,720	20,013	11,000	11,000	7,500
30 00-777000	Financial Services	2,504	1,194	-	800	-	-
30 00-780000	Principal	2,250,000	2,465,000	1,652,500	1,035,000	1,035,000	145,000
30 00-782000	Interest	381,400	269,144	155,985	70,000	70,185	20,800
	Total Debt Service	\$ 2,677,749	\$ 2,768,058	\$ 1,828,498	\$ 1,116,800	\$ 1,116,185	\$ 173,300
	Total Water Fund Expenditures	\$ 3,961,648	\$ 3,765,161	\$ 3,156,613	\$ 4,426,638	\$ 3,707,748	\$ 3,844,837

City of Osage Beach
FY2024 Operating Budget
Water

Personnel Schedule

<u>Classification</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>Total Full-Time Equivalents</u>
Public Works Operations Manager (Transportation/Water/Sewer)	0.33	0	0.33
Public Works Foreman - Water	1	0	1
Public Works I, II, III	5	0	5
Department Secretary (Transportation/Water/Sewer)	0.33	0	0.33
Total Number Authorized	6.66	0	6.66

Capital Outlay

Operating Capital

Printer (Transportation/Water/Sewer)	667
Monitor, PC, Laptops (Replacements)	3,500
Total Computer Equipment	\$ 4,167
Mag Locator	1,030
Mobile Work Lights	1,500
Jack Hammer	2,000
Concrete Saw/Cart/Wheels/Blades	3,500
Drone	6,000
Digital Water Leak Detector	6,980
Value Turner	9,620
Hydrant Meters/Values/Wrenches	12,500
Hydrant Saver/Hydraulic Generator	25,650
Mini Skidsteer w Attachments (Transportation/Water/Sewer)	28,500
Correlator & Hydrophone Sensor	29,000
Generator & Transer Switches (Water/Sewer)	100,000
Total Machinery & Equipment	\$ 226,280
Public Works Facility Improvements (Transportation/Water/Sewer)	3,000
Carport (2) (Transportation/Water/Sewer)	3,500
Camara & Access Upgrade (Transportation/Water/Sewer)	11,700
Total Building Improvements	\$ 18,200
Service Trucks (2) (Replacements)	192,500
Total Vehicles	\$ 192,500
Analyzer/Flow Cells/Probes Upgrade	17,200
Shelving - Swiss Village Tower	19,500
Well House Roof & Door Improvements (FY2023 Carryover)	183,000
Tower Wash & Paint Project (Bluff, Passover, Swiss Village Towers)	232,000
Total Tower & Well Improvements	\$ 451,700
Total Operating Capital	\$ 892,847

City of Osage Beach
FY2024 Operating Budget
Water

Capital Outlay Continued

Capital Expenditures

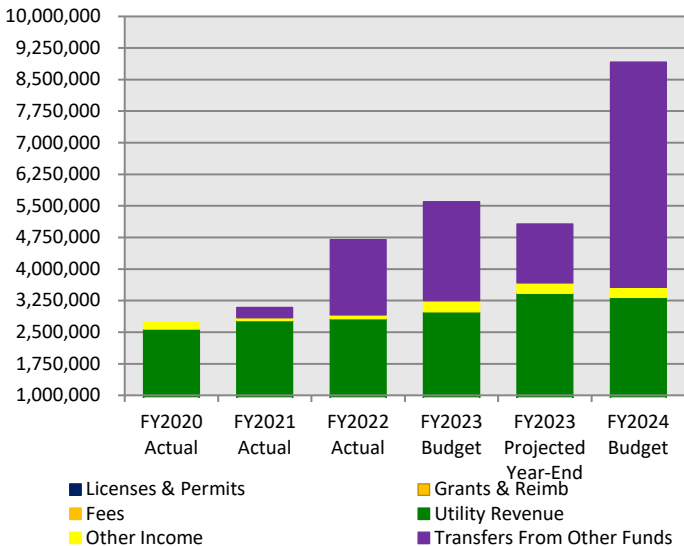
Connecting Water - Water Loop Golfview Lane to Sea Breeze Drive (FY2023 Carryover)	280,000
Total Connecting Water	\$ 280,000
Water Meters - New	20,000
Total New Water Connections	\$ 20,000
Water Extension - Runabout	130,000
Total Unserved Area Infrastructure	\$ 130,000
Total Capital Expenditures	\$ 430,000

**City of Osage Beach
FY2024 Operating Budget**

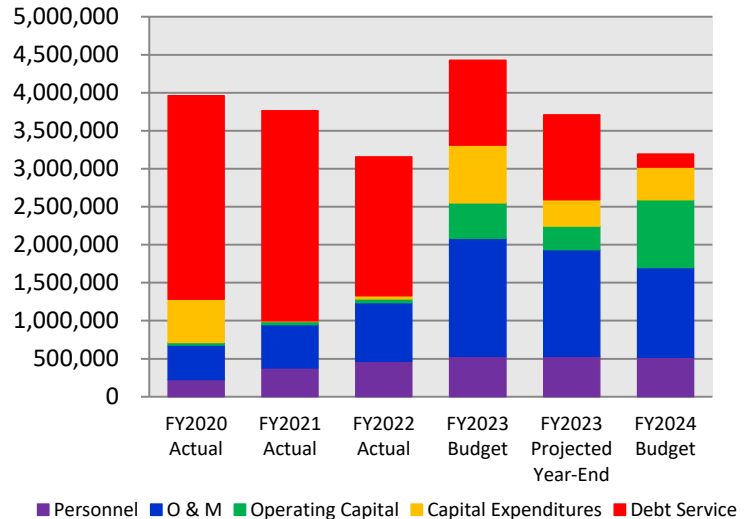
Sewer Fund Summary

Cash & Equivalent Balance January 1, 2024 - Estimated	
Restricted - Fund Reserve	457,908
Restricted - Other	2,486,523
Unrestricted	5,865
TOTAL Cash & Equivalent Balance January 1, 2024	\$ 2,950,296
Revenue	
Licenses & Permits	10,000
Grants & Reimbursements	-
Fees	1,500
Utility Revenue	3,312,500
Other Income	242,680
Transfer From Other Funds	5,347,126
TOTAL Revenues	\$ 8,913,806
Expenditures	
Personnel Services	942,800
Operations & Maintenance	3,517,037
Operating Capital	811,500
Capital Expenditures	3,510,460
Debt Service	319,695
TOTAL Expenditures	\$ 9,101,492
Cash & Equivalent Balance December 31, 2024 - Estimated	
Restricted - Fund Reserve	238,379
Restricted - Other	2,495,849
Unrestricted	28,382
TOTAL Cash & Equivalent Balance December 31, 2024	\$ 2,762,610

FY2020 - FY2023 Sewer Fund Revenues



FY2020 - FY2023 Sewer Fund Expenditures



**City of Osage Beach
FY2024 Operating Budget**

		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
Sewer Fund Revenues (Fund 35)							
<u>Licenses and Permits</u>							
35 00-430101	Site Development	3,917	9,950	10,342	11,000	25,000	10,000
	Total Licenses and Permits	\$ 3,917	\$ 9,950	\$ 10,342	\$ 11,000	\$ 25,000	\$ 10,000
<u>Grants and Reimbursements</u>							
35 00-440200	Grant Revenue		15,395	34,594	14,000	17,615	
	Total Grants and Reimbursements	\$ -	\$ 15,395	\$ 34,594	\$ 14,000	\$ 17,615	\$ -
<u>Fees</u>							
35 00-450400	Fees -- Copies, Maps, & Misc.	231	3,929	1,353	800	4,000	1,500
	Total Fees	\$ 231	\$ 3,929	\$ 1,353	\$ 800	\$ 4,000	\$ 1,500
<u>Utility Revenue</u>							
35 00-470000	Sewage Collection	2,455,562	2,530,774	2,564,296	2,700,000	2,850,000	3,130,000
35 00-470100	Late Penalty	10,376	7,362	7,196	6,500	7,200	6,500
35 00-470200	Reconnection Fees	2,764	6,338	516	1,000	1,600	1,000
35 00-470300	Plant Capacity Fee	25,800	56,330	52,460	50,000	236,000	75,000
35 00-470350	Sewer Development Charge	74,093	143,498	145,596	200,000	285,000	100,000
	Total Utility Revenue	\$ 2,568,595	\$ 2,744,302	\$ 2,770,064	\$ 2,957,500	\$ 3,379,800	\$ 3,312,500
<u>Other Income</u>							
35 00-490000	Interest Earned	27,889	4,251	20,679	18,000	68,280	68,300
35 00-490005	Interest Treatment Plant	27,339	12,674	33,473	32,000	100,800	101,000
35 00-490150	Interest Subsidy DNR	76,265	40,681	31,935	29,000	27,600	18,500
35 00-490160	Revenue Share Credit	1,883	136	-	-	-	-
35 00-490200	Retirement Earnings	1,891	159	-	-	-	-
35 00-600000	Sale of Used Equipment	18,553	-	167	185,000	39,200	53,300
35 00-600003	Credit Card Fees	-	-	-	-	350	700
35 00-600005	Insurance -- Settlement	-	2,716	-	-	-	-
35 00-600008	Royalties -- Service Line	554	451	367	400	380	380
35 00-600009	Scrap Metal Recycle	113	5,808	2,866	500	5,800	500
	Total Other Income	\$ 154,487	\$ 66,876	\$ 89,486	\$ 264,900	\$ 242,410	\$ 242,680
<u>Transfers From Other Funds</u>							
35 00-620010	Transfer from General Fund	-	-	1,790,000	950,604	-	950,604
35 00-620019	Transfer from CIT Fund	-	250,000	-	1,400,000	1,400,000	3,746,522
35 00-6200xx	Transfer from Water Fund	-	-	-	-	-	650,000
	Total Transfers From Other Funds	\$ -	\$ 250,000	\$ 1,790,000	\$ 2,350,604	\$ 1,400,000	\$ 5,347,126
	Total Sewer Fund Revenues	\$ 2,727,230	\$ 3,090,453	\$ 4,695,839	\$ 5,598,804	\$ 5,068,825	\$ 8,913,806

**City of Osage Beach
FY2024 Operating Budget**

		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
Sewer Fund Expenditures (Fund 35)							
<u>Personnel</u>							
35 00-711000	Salaries	224,728	269,072	433,940	604,000	450,279	625,000
35 00-713000	Overtime	16,349	22,914	56,120	20,000	95,746	30,000
35 00-714000	Holiday Pay	-	-	476	-	-	-
35 00-716000	Education Incentive	179	-	192	2,000	1,400	2,000
35 00-721001	Health Insurance	87,687	81,530	116,269	184,147	113,245	145,000
35 00-721002	Dental Insurance	3,720	2,532	3,541	4,389	3,203	5,000
35 00-721003	125 Medical Reimb.	7	-	-	-	-	-
35 00-721004	Employee Life Insurance	691	794	908	1,152	1,129	1,300
35 00-721005	Short Term Disability	778	946	1,076	1,920	1,286	2,100
35 00-721006	Vision Insurance	503	426	662	946	563	1,100
35 00-722000	FICA/FMED - 7.65%	17,927	21,523	36,718	48,000	41,311	50,300
35 00-723000	Retirement 401	15,757	18,277	29,351	44,000	30,482	59,000
35 00-725000	Unemployment Compensation	2,880	786	-	-	-	-
35 00-726000	Workers' Compensation	8,815	8,724	12,084	13,000	21,451	22,000
Total Personnel		\$ 380,021	\$ 427,524	\$ 691,337	\$ 923,554	\$ 760,097	\$ 942,800
<u>Operations and Maintenance</u>							
35 00-729200	Training & Conferences	1,536	4,222	12,710	21,100	15,000	23,000
35 00-729400	Uniform Rental/Purchases	3,543	10,969	13,531	23,100	17,000	20,000
35 00-733200	Legal Services	237	169	385	150	100	100
35 00-733500	Credit Card Fees	-	11,260	17,230	16,000	19,000	19,000
35 00-733610	Maintenance/Support Services	10,648	13,128	12,672	40,200	40,200	22,584
35 00-733700	Pumpout/Grease Maintenance	9,100	5,896	4,115	-	-	-
35 00-733750	Administrative Reimb.	207,000	205,000	210,000	230,000	269,000	274,000
35 00-733800	Professional Services	37,405	14,989	6,525	190,000	190,000	200,000
35 00-741110	Treatment Plant Operation	473,325	463,477	464,991	482,000	482,000	500,000
35 00-742000	Janitorial Service	3,453	3,453	4,230	4,200	4,600	7,153
35 00-742100	Trash Service	508	642	775	1,040	1,040	1,700
35 00-743100	Maintenance & Repair	1,304	2,519	5,107	5,700	17,000	6,400
35 00-743103	Supplies -- Bldg/Janitorial	4,534	1,686	2,621	2,300	3,000	3,000
35 00-743104	Electric Svc -- Bldg/Facility	2,413	2,676	3,638	4,600	3,500	3,500
35 00-743200	Vehicle Maintenance	19,235	6,950	39,961	20,000	30,600	15,000
35 00-743300	Repair of System	464,833	577,117	1,453,559	2,000,000	2,000,000	1,600,000
35 00-743400	Equipment Repair	7,138	4,605	13,282	22,700	22,700	5,000
35 00-743500	Pump Repairs	80,971	93,846	41,344	75,000	75,000	150,000
35 00-744200	Rental/Lease -- Equipment	3,442	100	11,985	4,000	14,000	4,000
35 00-744700	Mobile Devices & Service	3,504	5,196	10,935	11,360	12,100	18,000
35 00-752000	Insurance -- Property & Liability	74,478	72,167	67,205	70,300	132,715	78,000
35 00-752100	Self-Insurance Claim	-	-	1,266	-	2,360	100,000
35 00-761000	Supplies -- Office	253	678	787	2,400	2,000	200
35 00-761002	Supplies -- Billing	880	941	1,073	1,000	1,000	1,000
35 00-761005	Supplies	-	2,423	5,460	4,000	4,000	4,000
35 00-761100	Postage	1,046	358	1,072	675	785	900
35 00-761101	Postage -- Utility	4,800	5,723	6,110	6,700	6,700	6,700
35 00-762200	Electric Service	276,942	287,654	306,119	292,000	320,000	336,000
35 00-762600	Gasoline/Fuel	17,180	26,339	33,251	36,000	32,000	32,000
35 00-762700	Odor Control	86,328	153,971	17,778	20,000	20,000	60,000
35 00-764131	Small Tools	3,849	3,391	6,158	12,850	18,500	25,000
35 00-764200	Memberships	852	820	1,199	945	80	800
Total Operations and Maintenance		\$ 1,800,737	\$ 1,982,366	\$ 2,777,071	\$ 3,600,320	\$ 3,755,980	\$ 3,517,037

City of Osage Beach
FY2024 Operating Budget

		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
Sewer Fund Expenditures (Fund 35)							
<u>Operating Capital</u>							
35 00-774250	Computer Equipment	1,535	-	-	8,579	3,536	4,167
35 00-774251	Computer Software	-	-	9,376	-	-	-
35 00-774255	Machinery & Equipment	69,924	17,293	-	43,395	43,395	306,500
35 00-774256	Building Improvements	61	21,444	-	106,500	22,000	18,200
35 00-774260	Office Furniture	-	-	-	2,800	-	-
35 00-774265	Vehicle(s)	144,098	-	-	403,328	416,000	482,633
	Total Operating Capital	\$ 215,618	\$ 38,737	\$ 9,376	\$ 564,602	\$ 484,931	\$ 811,500
<u>Capital Expenditures</u>							
35 00-773100	Engineering	741	46,419	16,067	-	-	-
35 00-773105	Land Purchase	106	-	-	-	-	-
35 00-773114	Lift Station Improvements	131,058	220,817	415,911	1,847,062	292,500	2,112,620
35 00-773115	LS Prewitt Pt (SDC)	-	-	112	-	-	-
35 00-773168	Tan Tar A Estates Rehab	-	-	-	521,800	176,200	1,397,840
35 00-773206	Rockwood Court Sewer Ext	13,080	-	-	-	-	-
35 00-773222	Scada Improvements	-	-	108,750	-	-	-
35 00-773300	Unserved Area Infrastructure	-	-	-	385,630	59,000	-
	Total Capital Expenditures	\$ 144,985	\$ 267,236	\$ 540,839	\$ 2,754,492	\$ 527,700	\$ 3,510,460
<u>Debt Service</u>							
35 00-776000	DNR Admin Fee	11,835	7,521	5,963	4,000	4,509	3,200
35 00-777000	Financial Services	1,148	2,589	-	300	-	-
35 00-780000	Principal	565,000	582,500	287,500	290,000	290,000	295,000
35 00-782000	Interest	105,700	57,256	52,893	36,000	35,388	21,495
	Total Debt Service	\$ 683,683	\$ 649,866	\$ 346,357	\$ 330,300	\$ 329,897	\$ 319,695
	Total Sewer Fund Expenditures	\$ 3,225,044	\$ 3,365,729	\$ 4,364,981	\$ 8,173,268	\$ 5,858,605	\$ 9,101,492

**City of Osage Beach
FY2024 Operating Budget**

Sewer

Personnel Schedule

<u>Classification</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>Total Full-Time Equivalents</u>
Public Works Operations Manager (Transportation/Water/Sewer)	0.33	0	0.33
Sewer Superintendent	1	0	1
Public Works Foreman - Sewer	1	0	1
Public Works I, II, III	9	0	9
Public Works Technician/Locator	1	0	1
Department Secretary (Transportation/Water/Sewer)	0.34	0	0.34
Total Number Authorized	12.67	0	12.67

Capital Outlay

Operating Capital

Printer (Transportation/Water/Sewer)	667
Monitor, PC, Laptops (Replacements)	3,500
Total Computer Equipment	\$ 4,167
Pipe Threader (3)	8,000
Mini Skidsteer w Attachments (Transportation/Water/Sewer)	28,500
Trailer Pumps (1)	75,000
Sewer Camera (1)	95,000
Generator & Transer Switches (Water/Sewer)	100,000
Total Machinery & Equipment	\$ 306,500
Public Works Facility Improvements (Transportation/Water/Sewer) (FY2023 Carryover)	3,000
Carport (2) (Transportation/Water/Sewer)	3,500
Camara & Access Upgrade (Transportation/Water/Sewer)	11,700
Total Building Improvements	\$ 18,200
Truck Replacements (3 - Pump Truck, Service Truck, Bed Replacement)	482,633
Total Vehicles	\$ 482,633
Total Operating Capital	\$ 811,500

**City of Osage Beach
FY2024 Operating Budget
Sewer**

Capital Outlay Continued

Capital Expenditures

Rockway Lift Station Storage Reconstruction (Engineering FY2024/Construction FY2025)	70,000
Lift Station 62-3 Improvements (FY2023 Carryover)	94,410
Lift Station Improvements: 30-5 (Eng/Design FY2024)	25,000
Lift Station 24-1 Improvements (FY2023 Carryover)	180,210
Lift Station Control Panel Replacement - Rockway	278,500
Lift Station Control Panel Replacement - Sands	362,500
Odor Control Improvements: 29-1; 53-1	257,000
3-Phase Panel Improvements (10)	450,000
Gravity System Main Improvements - Sands (FY2023 Carryover)	395,000

<i>Total Lift Station Improvements</i>	\$ 2,112,620
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Lift Station TL-005 Improvements	175,000
Sewer System Reconstruction - Elbow Cay	1,222,840

<i>Total Tan Tar A Estates Rehab</i>	\$ 1,397,840
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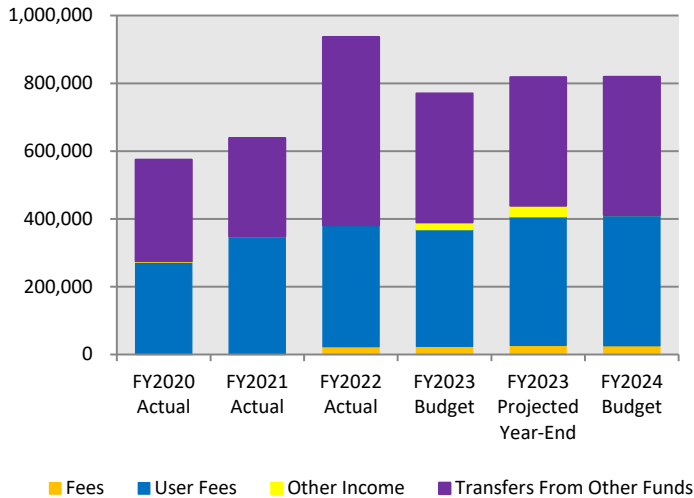
Total Capital Expenditures	\$ 3,510,460
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**City of Osage Beach
FY2024 Operating Budget**

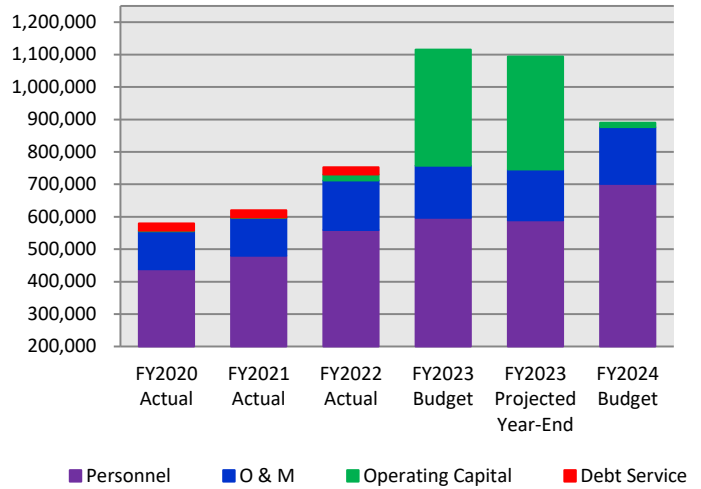
Ambulance Fund Summary

Cash & Equivalent Balance January 1, 2024 - Estimated	
Restricted - Other	-
Unrestricted	72,613
TOTAL Cash & Equivalent Balance January 1, 2024	\$ 72,613
Revenue	
Fees	26,050
User Fees	385,000
Other Income	300
Transfer From Other Funds	408,000
TOTAL Revenues	\$ 819,350
Expenditures	
Personnel Services	701,050
Operations & Maintenance	175,573
Operating Capital	13,700
Debt Service	-
TOTAL Expenditures	\$ 890,323
Cash & Equivalent Balance December 31, 2024 - Estimated	
Restricted - Other	-
Unrestricted	1,640
TOTAL Cash & Equivalent Balance December 31, 2024	\$ 1,640

FY2020 - FY2024 Ambulance Fund Revenues



FY2020 - FY2024 Ambulance Fund Expenditures



City of Osage Beach
FY2024 Operating Budget

		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
Ambulance Fund Revenues (Fund 40)							
<u>Grants and Reimbursements</u>							
40 00-440160	Emergency Mgmt Grant	83,858	83,858	-	-	-	-
	Total Fees	\$ 83,858	\$ 83,858	\$ -	\$ -	\$ -	\$ -
<u>Fees</u>							
40 00-450400	Fees -- Copies, Maps, & Misc.	68	56	32	50	1,080	50
40 00-480001	GEMT Reimbursement	-	-	23,322	24,300	25,848	26,000
	Total Fees	\$ 68	\$ 56	\$ 23,354	\$ 24,350	\$ 26,928	\$ 26,050
<u>User Fees</u>							
40 00-480000	Ambulance Fees	272,724	348,834	358,218	345,000	380,000	385,000
	Total User Fees	\$ 272,724	\$ 348,834	\$ 358,218	\$ 345,000	\$ 380,000	\$ 385,000
<u>Other Income</u>							
40 00-490160	Revenue Share Credit	12	2	-	-	-	-
40 00-490200	Retirement Earnings	2,100	192	-	-	-	-
40 00-600000	Sale of Used Equipment	-	-	-	20,500	31,610	300
	Total Other Income	\$ 2,112	\$ 194	\$ -	\$ 20,500	\$ 31,610	\$ 300
<u>Transfers From Other Funds</u>							
40 00-620010	Transfer from General Fund	300,000	290,000	555,000	380,000	380,000	408,000
	Total Transfers From Other Funds	\$ 300,000	\$ 290,000	\$ 555,000	\$ 380,000	\$ 380,000	\$ 408,000
	Total Ambulance Fund Revenues	\$ 658,762	\$ 722,941	\$ 936,572	\$ 769,850	\$ 818,538	\$ 819,350

**City of Osage Beach
FY2024 Operating Budget**

		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
Ambulance Fund Expenditures (Fund 40)							
<u>Personnel</u>							
40 00-711000	Salaries	217,264	224,183	276,501	316,500	290,177	364,500
40 00-713000	Overtime	103,853	117,880	113,788	90,000	121,421	110,000
40 00-714000	Holiday Pay	6,863	8,104	12,287	14,400	14,404	25,000
40 00-716000	Education Incentive	269	289	1,183	1,500	1,500	1,500
40 00-721001	Health Insurance	45,974	59,740	76,638	87,051	75,145	87,500
40 00-721002	Dental Insurance	2,178	2,102	2,328	2,676	2,302	2,900
40 00-721003	125 Medical Reimb.	375	-	-	-	-	-
40 00-721004	Employee Life Insurance	509	710	655	720	754	800
40 00-721005	Short Term Disability	608	812	793	864	990	1,000
40 00-721006	Vision Insurance	367	464	560	630	565	600
40 00-722000	FICA/FMED - 7.65%	24,837	26,191	30,212	32,400	32,331	38,250
40 00-723000	Retirement 401	16,923	19,033	19,248	24,800	25,071	44,000
40 00-725000	Unemployment Compensation	-	2,355	724	-	-	-
40 00-726000	Workers' Compensation	18,127	17,834	23,807	25,500	24,358	25,000
	Total Personnel	\$ 438,147	\$ 479,695	\$ 558,724	\$ 597,041	\$ 589,018	\$ 701,050
<u>Operations and Maintenance</u>							
40 00-729200	Training & Conferences	1,099	2,791	3,690	8,000	7,000	5,375
40 00-729400	Uniform Rental/Purchases	739	773	3,035	3,000	2,800	2,346
40 00-733000	Contractual	450	419	430	500	440	500
40 00-733450	GEMT IGT Share	-	-	8,152	8,500	8,769	8,500
40 00-733455	MOEMSAC Fee	-	-	1,298	-	1,300	1,400
40 00-733610	Maintenance/Support Services	756	2,042	6,516	6,275	6,275	9,000
40 00-733750	Administrative Reimb.	45,000	37,000	49,000	44,000	47,000	56,000
40 00-733800	Professional Services	17,708	22,262	23,364	21,000	24,000	24,500
40 00-734010	Medical -- Director	12,000	12,000	11,000	12,000	12,000	12,000
40 00-743200	Vehicle Maintenance	6,068	4,389	4,573	5,000	3,500	5,000
40 00-743400	Equipment Repair	3,501	1,321	684	3,000	1,500	3,000
40 00-744700	Mobile Devices & Service	1,585	1,543	1,838	2,525	1,746	2,500
40 00-752000	Insurance -- Property & Liability	11,210	11,706	15,035	16,100	13,809	14,000
40 00-754000	Advertising	-	74	-	250	-	250
40 00-754250	Community Promotions & Events	-	45	502	500	500	500
40 00-761000	Supplies -- Office	376	349	436	550	550	577
40 00-761100	Postage	40	1	59	50	110	75
40 00-761200	Supplies -- Medical	12,369	13,783	14,285	17,000	17,000	17,850
40 00-762600	Gasoline/Fuel	3,643	5,927	8,243	10,800	7,000	10,800
40 00-764200	Memberships	980	700	980	1,200	1,200	1,400
	Total Operations and Maintenance	\$ 117,524	\$ 117,124	\$ 153,119	\$ 160,250	\$ 156,499	\$ 175,573
<u>Operating Capital</u>							
40 00-774250	Computer Equipment	1,315	-	46	1,730	1,619	13,700
40 00-774254	Ambulance Equipment	-	-	16,250	112,120	102,580	-
40 00-774260	Office Furniture	-	1,400	1,941	-	-	-
40 00-774265	Vehicle(s)	-	-	-	243,931	243,931	-
	Total Operating Capital	\$ 1,315	\$ 1,400	\$ 18,237	\$ 357,781	\$ 348,130	\$ 13,700
<u>Debt Service</u>							
40 00-780000	Principal	22,210	21,795	22,016	-	-	-
40 00-782000	Interest	30	444	223	-	-	-
	Total Debt Service	\$ 22,240	\$ 22,240	\$ 22,239	\$ -	\$ -	\$ -
	Total Ambulance Fund Expenditures	\$ 579,226	\$ 620,460	\$ 752,319	\$ 1,115,072	\$ 1,093,647	\$ 890,323

City of Osage Beach
FY2024 Operating Budget
Ambulance

Personnel Schedule

<u>Classification</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>Total Full-Time Equivalents</u>
Ambulance Supervisor	1	0	1
Paramedic	4	0	4
EMT	2	0	2
Part-time EMT & Paramedic (FTE - 2.0)	0	10	2
Total Number Authorized	7	10	9

Capital Outlay

Operating Capital

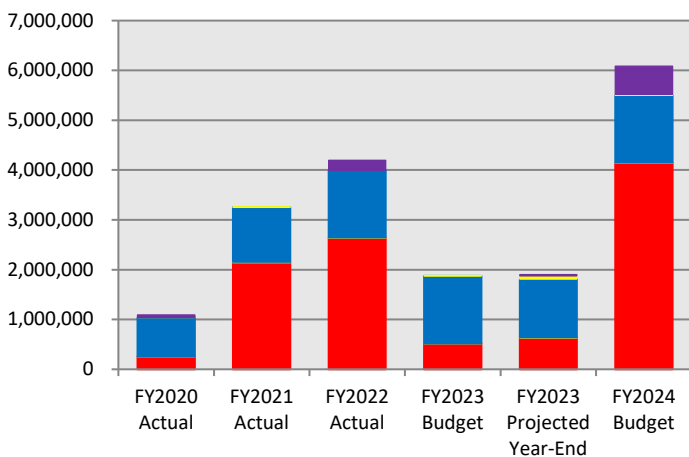
Desktop PC (2) / Printers (1) (Replacements)	3,100
CF33 Tablets w/Setup (Upgrade/Replacements)	10,600
<i>Total Computer Equipment</i>	\$ 13,700
Total Operating Capital	\$ 13,700

**City of Osage Beach
FY2024 Operating Budget**

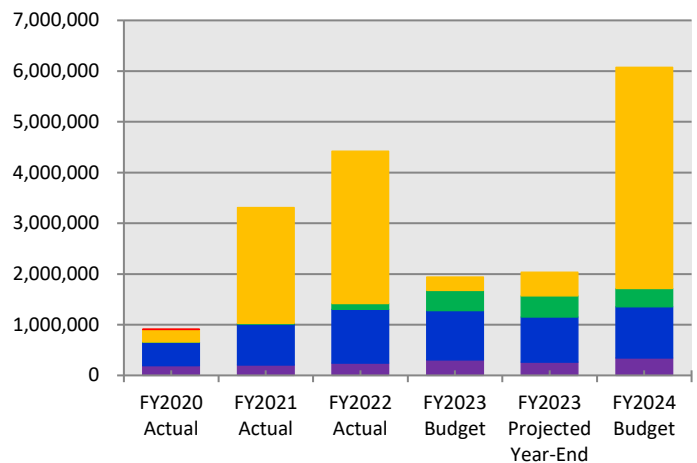
Lee C Fine Airport Fund Summary

Cash & Equivalent Balance January 1, 2024 - Estimated	
Restricted - Fund Reserve	-
Restricted - Other	-
Unrestricted	76,324
TOTAL Cash & Equivalent Balance January 1, 2024	\$ 76,324
Revenue	
Grants & Reimbursements	4,146,750
Fees	2,550
User Fees	1,352,650
Other Income	20,200
Transfer From Other Funds	565,000
TOTAL Revenues	\$ 6,087,150
Expenditures	
Personnel Services	345,150
Operations & Maintenance	1,007,593
Operating Capital	360,100
Capital Expenditures	4,365,000
TOTAL Expenditures	\$ 6,077,843
Cash & Equivalent Balance December 31, 2024 - Estimated	
Restricted - Fund Reserve	65,000
Restricted - Other	-
Unrestricted	20,631
TOTAL Cash & Equivalent Balance December 31, 2024	\$ 85,631

FY2020 - FY2024 Lee C Fine Airport Fund Revenues



FY2020 - FY2024 Lee C Fine Airport Fund Expenditures



■ Grants & Reimb
 ■ Fees
 ■ User Fees
 ■ Other Income
 ■ Transfers From Other Funds
 ■ Personnel
 ■ O & M
 ■ Operating Capital
 ■ Capital Expenditures
 ■ Debt Service

City of Osage Beach
FY2024 Operating Budget

		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
Lee C Fine Fund Revenues (Fund 45)							
<u>Grants and Reimbursements</u>							
45 00-440200	Grant Revenue	253,317	2,148,041	2,642,910	517,950	636,750	4,146,750
	Total Grants and Reimbursements	\$ 253,317	\$ 2,148,041	\$ 2,642,910	\$ 517,950	\$ 636,750	\$ 4,146,750
<u>Fees</u>							
45 00-450400	Fees -- Copies, Maps, & Misc.	3,896	7,512	2,550	4,000	1,740	2,550
	Total Fees	\$ 3,896	\$ 7,512	\$ 2,550	\$ 4,000	\$ 1,740	\$ 2,550
<u>User Fees</u>							
45 00-480700	Aviation Fuel	84,134	128,436	132,352	140,000	130,000	140,000
45 00-480800	Jet-A Fuel -- Propane	515,846	774,070	1,025,098	1,000,000	840,000	1,000,000
45 00-480801	Tax -- Jet Fuel	38,824	51,577	48,123	67,000	57,000	67,000
45 00-480810	Hangar Rental	115,899	115,581	115,884	115,600	115,900	115,900
45 00-480830	Parking Leases	13,850	17,350	17,200	15,000	16,500	16,500
45 00-480840	Tie Down Fees	12,000	10,309	13,580	13,000	12,000	13,000
45 00-480850	Misc. Merchandise	412	573	463	800	250	250
	Total User Fees	\$ 780,965	\$ 1,097,895	\$ 1,352,701	\$ 1,351,400	\$ 1,171,650	\$ 1,352,650
<u>Other Income</u>							
45 00-490160	Revenue Share Credit	74	20	-	-	-	-
45 00-490200	Retirement Earnings	944	69	-	-	-	-
45 00-600000	Sale of Used Equipment	-	-	-	3,000	15,300	20,200
45 00-600005	Insurance -- Settlement	-	-	-	-	50,104	-
	Total Other Income	\$ 1,018	\$ 90	\$ -	\$ 3,000	\$ 65,404	\$ 20,200
<u>Transfers From Other Funds</u>							
45 00-620020	Transfer from Transportation Fund	52,000	-	200,000	-	25,000	565,000
	Total Transfers From Other Funds	\$ 52,000	\$ -	\$ 200,000	\$ -	\$ 25,000	\$ 565,000
	Total Lee C Fine Airport Fund Revenues	\$ 1,091,196	\$ 3,253,538	\$ 4,198,161	\$ 1,876,350	\$ 1,900,544	\$ 6,087,150

**City of Osage Beach
FY2024 Operating Budget**

		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
Lee C Fine Airport Fund Expenditures (Fund 45)							
<u>Personnel</u>							
45 00-711000	Salaries	117,555	131,530	153,046	194,000	165,882	213,000
45 00-713000	Overtime	2,881	5,233	2,366	5,000	1,557	4,000
45 00-714000	Holiday Pay	3,268	4,528	3,808	5,900	4,247	10,000
45 00-721001	Health Insurance	37,548	36,964	53,136	62,651	54,150	68,000
45 00-721002	Dental Insurance	1,386	1,062	1,547	1,670	1,584	2,000
45 00-721003	125 Medical Reimb.	250	-	-	-	-	-
45 00-721004	Employee Life Insurance	430	436	488	456	594	700
45 00-721005	Short Term Disability	437	449	518	432	617	800
45 00-721006	Vision Insurance	356	347	345	512	354	550
45 00-722000	FICA/FMED - 7.65%	9,462	10,748	11,725	15,700	12,748	17,400
45 00-723000	Retirement 401	8,037	8,681	10,016	13,300	11,288	20,000
45 00-725000	Unemployment Compensation	1,497	-	-	-	-	-
45 00-726000	Workers' Compensation	5,678	6,566	8,099	8,700	8,533	8,700
Total Personnel		\$ 188,785	\$ 206,545	\$ 245,093	\$ 308,321	\$ 261,553	\$ 345,150
<u>Operations and Maintenance</u>							
45 00-729200	Training & Conferences	220	38	398	1,460	1,460	1,460
45 00-729400	Uniform Rental/Purchases	-	203	958	1,200	1,200	1,200
45 00-733000	Contractual	14,310	13,139	14,374	15,500	15,500	15,500
45 00-733500	Credit Card Fees	16,927	25,699	33,009	26,000	26,000	30,000
45 00-733750	Administrative Reimb.	46,000	38,000	46,000	43,000	42,000	51,000
45 00-733800	Professional Services	400	-	-	-	-	5,200
45 00-742000	Janitorial Service	-	4,534	2,844	6,500	6,500	10,500
45 00-742100	Trash Service	474	595	728	760	950	1,000
45 00-743100	Maintenance & Repair	31,957	8,005	16,802	20,200	30,586	28,000
45 00-743103	Supplies -- Bldg/Janitorial	-	745	562	500	500	500
45 00-743104	Electric Svc -- Bldg/Facility	6,925	6,208	6,098	7,700	7,700	7,700
45 00-743200	Vehicle Maintenance	596	1,759	2,682	6,000	6,000	6,000
45 00-743400	Equipment Repair	1,557	2,480	752	4,000	4,000	4,000
45 00-743415	Safety Equipment	247	-	-	-	-	-
45 00-744700	Mobile Devices & Service	288	267	227	300	300	1,308
45 00-752000	Insurance -- Property & Liability	13,801	19,103	18,101	15,800	16,640	17,000
45 00-754000	Advertising	795	598	1,031	1,200	1,200	1,200
45 00-754100	Public Relations	-	-	-	300	-	300
45 00-761000	Supplies -- Office	1,032	24	519	400	400	400
45 00-761005	Supplies	-	184	112	200	200	300
45 00-761100	Postage	213	22	108	100	125	125
45 00-762500	Aviation Fuel -- Resell	57,147	110,872	105,772	110,000	110,000	115,000
45 00-762550	Jet-A Fuel -- Resell	268,785	568,096	796,363	700,000	610,000	700,000
45 00-762560	Miscellaneous to Resell	427	565	828	700	700	700
45 00-762600	Gasoline/Fuel	2,583	4,895	5,442	6,000	6,000	6,000
45 00-762610	Propane	1,628	2,540	1,954	2,000	2,000	2,000
45 00-764131	Small Tools	378	110	987	1,150	1,150	1,150
45 00-764200	Memberships	35	35	38	38	38	50
Total Operations and Maintenance		\$ 466,725	\$ 808,716	\$ 1,056,688	\$ 971,008	\$ 891,149	\$ 1,007,593

City of Osage Beach
FY2024 Operating Budget

Lee C Fine Airport Fund Expenditures (Fund 45)		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
<u>Operating Capital</u>							
45 00-774128	Airport Capital	-	-	-	300,000	317,500	242,500
45 00-774141	Bldg Maintenance Capital	1,282	-	-	-	-	-
45 00-774250	Computer Equipment	-	-	-	41,248	41,248	2,600
45 00-774255	Machinery & Equipment		10,640	11,400	-	-	-
45 00-774265	Vehicle(s)	-	-	103,550	56,021	56,021	115,000
	Total Operating Capital	\$ 1,282	\$ 10,640	\$ 114,950	\$ 397,269	\$ 414,769	\$ 360,100
<u>Capital Expenditures</u>							
45 00-773158	Runway Project	-	-	-	261,000	165,000	4,365,000
45 00-773216	Taxiway Project	57,114	-	-	-	-	-
45 00-773225	Apron Project	193,442	2,287,056	3,005,425	-	300,000	-
	Total Capital Expenditures	\$ 250,556	\$ 2,287,056	\$ 3,005,425	\$ 261,000	\$ 465,000	\$ 4,365,000
	Total Lee C Fine Airport Fund Expenditures	\$ 907,348	\$ 3,312,957	\$ 4,422,156	\$ 1,937,598	\$ 2,032,471	\$ 6,077,843

City of Osage Beach
FY2024 Operating Budget
Lee C Fine Airport
Personnel Schedule

<u>Classification</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>Total Full-Time Equivalents</u>
Airport Manager (Share w/ Grand Glaize)	0.6	0	0.6
Airport Technician	4	0	4
Seasonal (FTE - .73)	0	1	0.73
Total Number Authorized	4.6	1	5.33

Capital Outlay

Operating Capital

Master Plan (90/10 Grant) (FY2023 Carryover)	242,500
<i>Total Airport Capital</i>	\$ 242,500
Monitor, PC, Laptops (Replacements)	2,600
<i>Total Computer Equipment</i>	\$ 2,600
Fuel Truck	115,000
<i>Total Vehicles</i>	\$ 115,000
Total Operating Capital	\$ 360,100

Capital Expenditures

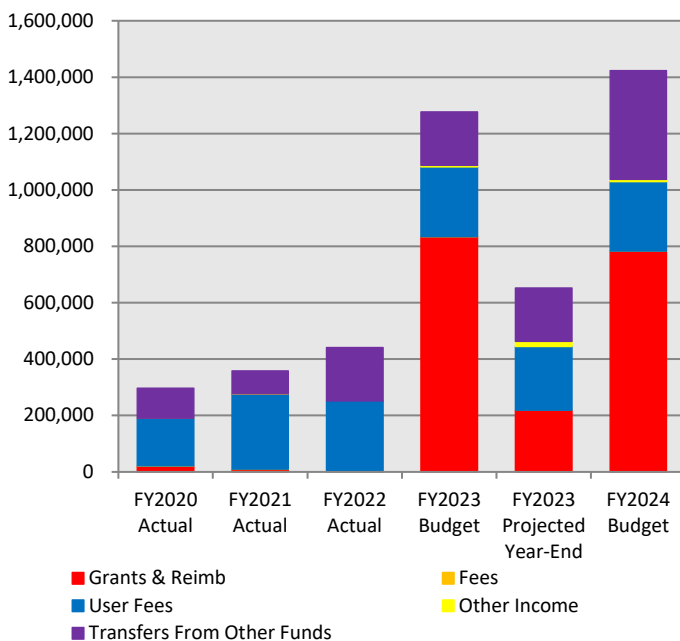
Runway Overlay (90/10 Grant) (FY2023 Carryover)	4,365,000
<i>Total Runway Project</i>	\$ 4,365,000
Total Capital Expenditures	\$ 4,365,000

**City of Osage Beach
FY2024 Operating Budget**

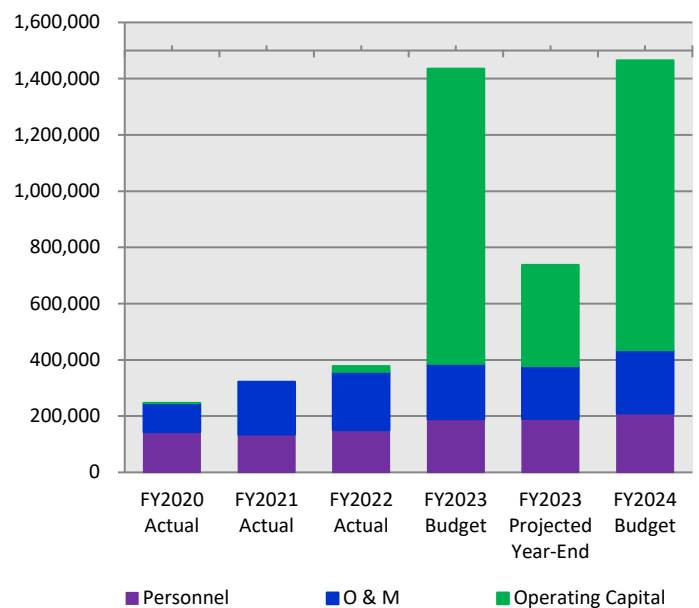
Grand Glaize Airport Fund Summary

Cash & Equivalent Balance January 1, 2024 - Estimated	
Restricted - Fund Reserve	31,000
Restricted - Other	-
Unrestricted	60,126
TOTAL Cash & Equivalent Balance January 1, 2024	\$ 91,126
Revenue	
Grants & Reimbursements	782,550
Fees	255
User Fees	246,050
Other Income	8,100
Transfer From Other Funds	386,000
TOTAL Revenues	\$ 1,422,955
Expenditures	
Personnel Services	210,070
Operations & Maintenance	224,729
Operating Capital	1,030,800
TOTAL Expenditures	\$ 1,465,599
Cash & Equivalent Balance December 31, 2024 - Estimated	
Restricted - Fund Reserve	31,000
Restricted - Other	-
Unrestricted	17,482
TOTAL Cash & Equivalent Balance December 31, 2024	\$ 48,482

FY2020 - FY2024 Grand Glaize Airport Fund Revenues



FY2020 - FY2024 Grand Glaize Airport Fund Expenditures



**City of Osage Beach
FY2024 Operating Budget**

		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
Grand Glaize Airport Fund Revenues (Fund 47)							
<u>Grants and Reimbursements</u>							
47 00-440200	Grant Revenue	20,000	9,000	-	833,666	218,250	782,550
	Total Grants and Reimbursements	\$ 20,000	\$ 9,000	\$ -	\$ 833,666	\$ 218,250	\$ 782,550
<u>Fees</u>							
47 00-450400	Fees -- Copies, Maps, & Misc.	1,185	255	170	170	340	255
	Total Fees	\$ 1,185	\$ 255	\$ 170	\$ 170	\$ 340	\$ 255
<u>User Fees</u>							
47 00-480700	Aviation Fuel	71,091	143,482	127,322	130,000	115,000	130,000
47 00-480800	Jet-A Fuel -- Propane	20,788	46,234	48,535	40,000	36,000	40,000
47 00-480801	Tax -- Jet Fuel	1,642	3,310	2,259	2,600	2,000	2,600
47 00-480810	Hangar Rental	68,377	67,827	66,323	68,000	67,000	67,000
47 00-480830	Parking Leases	4,195	4,310	4,025	4,800	4,200	4,200
47 00-480840	Tie Down Fees	2,480	1,972	2,187	2,100	1,500	1,800
47 00-480850	Misc. Merchandise	129	377	333	450	450	450
	Total User Fees	\$ 168,702	\$ 267,512	\$ 250,984	\$ 247,950	\$ 226,150	\$ 246,050
<u>Other Income</u>							
47 00-490160	Revenue Share Credit	7	1	-	-	-	-
47 00-490200	Retirement Earnings	505	39	-	-	-	-
47 00-600000	Sale of Used Equipment	-	-	-	5,000	17,600	8,100
	Total Other Income	\$ 512	\$ 39	\$ -	\$ 5,000	\$ 17,600	\$ 8,100
<u>Transfers From Other Funds</u>							
47 00-620020	Transfer from Transportation Fund	107,000	82,000	190,000	190,000	190,000	386,000
	Total Transfers From Other Funds	\$ 107,000	\$ 82,000	\$ 190,000	\$ 190,000	\$ 190,000	\$ 386,000
	Total Grand Glaize Airport Fund Revenues	<u>\$ 297,399</u>	<u>\$ 358,806</u>	<u>\$ 441,154</u>	<u>\$ 1,276,786</u>	<u>\$ 652,340</u>	<u>\$ 1,422,955</u>

**City of Osage Beach
FY2024 Operating Budget**

		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
Grand Glaize Airport Fund Expenditures (Fund 47)							
<u>Personnel</u>							
47 00-711000	Salaries	77,795	76,000	91,555	111,300	116,968	127,000
47 00-713000	Overtime	130	1,105	698	1,000	476	1,000
47 00-714000	Holiday Pay	2,379	1,751	2,371	3,100	3,194	5,850
47 00-716000	Education Incentive	250	144	-	250	-	-
47 00-721001	Health Insurance	41,951	35,218	33,239	45,880	42,683	43,000
47 00-721002	Dental Insurance	1,566	1,090	1,001	1,331	1,272	1,320
47 00-721004	Employee Life Insurance	303	270	215	288	317	350
47 00-721005	Short Term Disability	304	278	225	432	373	450
47 00-721006	Vision Insurance	281	237	148	295	151	200
47 00-722000	FICA/FMED - 7.65%	5,828	5,731	6,987	8,850	9,001	10,300
47 00-723000	Retirement 401	5,319	4,940	5,693	7,600	7,800	11,900
47 00-725000	Unemployment Compensation	1,242	-	-	-	-	-
47 00-726000	Workers' Compensation	5,678	7,485	8,099	8,700	8,533	8,700
Total Personnel		\$ 143,026	\$ 134,249	\$ 150,231	\$ 189,026	\$ 190,767	\$ 210,070
<u>Operations and Maintenance</u>							
47 00-729200	Training & Conferences	220	38	398	1,460	1,460	1,460
47 00-729400	Uniform Rental/Purchases	48	99	416	800	800	800
47 00-733000	Contractual	1,911	1,928	2,033	2,500	2,500	2,500
47 00-733500	Credit Card Fees	3,709	5,826	6,612	4,000	5,500	7,000
47 00-733750	Administrative Reimb.	13,000	15,000	18,000	18,000	16,000	27,000
47 00-733800	Professional Services	200	-	-	-	-	5,200
47 00-741100	Utilities -- City	1,269	1,325	753	1,000	550	600
47 00-742000	Janitorial Service	-	3,266	4,956	3,500	3,500	5,300
47 00-742100	Trash Service	474	595	728	760	950	1,000
47 00-743100	Maintenance & Repair	2,599	2,269	2,582	8,000	8,000	8,000
47 00-743103	Supplies -- Bldg/Janitorial	-	465	372	500	500	500
47 00-743104	Electric Svc -- Bldg/Facility	5,028	5,560	6,448	5,700	7,600	7,600
47 00-743200	Vehicle Maintenance	775	1,007	927	1,000	1,000	5,000
47 00-743400	Equipment Repair	1,093	415	710	2,500	2,500	2,500
47 00-743415	Safety Equipment	61	-	-	-	-	-
47 00-744700	Mobile Devices & Service	288	267	227	300	300	804
47 00-752000	Insurance -- Property & Liability	10,267	11,248	12,724	10,050	10,048	10,500
47 00-754000	Advertising	795	598	648	1,200	1,200	1,200
47 00-754100	Public Relations	-	-	-	500	-	500
47 00-761000	Supplies -- Office	425	1	206	400	400	400
47 00-761005	Supplies	-	127	169	600	600	600
47 00-761100	Postage	69	9	60	50	125	125
47 00-762500	Aviation Fuel -- Resell	48,187	105,802	106,043	100,000	90,000	100,000
47 00-762550	Jet-A Fuel -- Resell	12,502	31,170	38,393	30,000	30,000	32,000
47 00-762560	Miscellaneous to Resell	245	255	356	400	400	400
47 00-762600	Gasoline/Fuel	290	554	2,792	2,540	2,540	2,540
47 00-764131	Small Tools	-	107	896	1,250	1,150	1,150
47 00-764200	Memberships	35	35	38	38	38	50
Total Operations and Maintenance		\$ 103,490	\$ 187,965	\$ 207,487	\$ 197,048	\$ 187,661	\$ 224,729

City of Osage Beach
FY2024 Operating Budget

		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
Grand Glaize Airport Fund Expenditures (Fund 47)							
<u>Operating Capital</u>							
47 00-774128	Airport Capital	-	-	20,000	946,296	265,300	914,500
47 00-774250	Computer Equipment	1,163	-	-	37,144	37,144	1,300
47 00-774255	Machinery & Equipment	-	-	-	20,000	12,950	-
47 00-7742655	Vehicle(s)	-	-	-	45,596	44,286	115,000
Total Operating Capital		\$ 1,163	\$ -	\$ 20,000	\$ 1,049,036	\$ 359,680	\$ 1,030,800
Total Grand Glaize Airport Fund Expenditures		\$ 247,679	\$ 322,213	\$ 377,718	\$ 1,435,110	\$ 738,108	\$ 1,465,599

City of Osage Beach
FY2024 Operating Budget
Grand Glaize Airport
Personnel Schedule

<u>Classification</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>Total Full-Time Equivalents</u>
Airport Manager (Share w/ Lee C Fine)	0.4	0	0.4
Airport Technician	2	0	2
Seasonal (FTE - .73)	0	1	0.73
Total Number Authorized	2.4	1	3.13

Capital Outlay

Operating Capital

Hanger Roof Replacement	45,000
Master Plan (90/10 Grant) (FY2023 Carryover)	242,500
Cable Burial Project (FY2023 Carryover)	627,000
<i>Total Airport Capital</i>	\$ 914,500
Monitor, PC, Laptops (Replacements)	1,300
<i>Total Computer Equipment</i>	\$ 1,300
Fuel Truck	115,000
<i>Total Vehicles</i>	\$ 115,000
Total Operating Capital	\$ 1,030,800

**City of Osage Beach
FY2024 Operating Budget**

Component Units Fund Summary

Cash & Equivalent Balance January 1, 2024 - Estimated

Restricted - Other	-
Unrestricted	-

TOTAL Cash & Equivalent Balance January 1, 2024	\$ -
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Revenue

Taxes	1,272,500
Other Income	-

TOTAL Revenues	\$ 1,272,500
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Expenditures

Operations & Maintenance	89,050
Debt Service	1,183,450

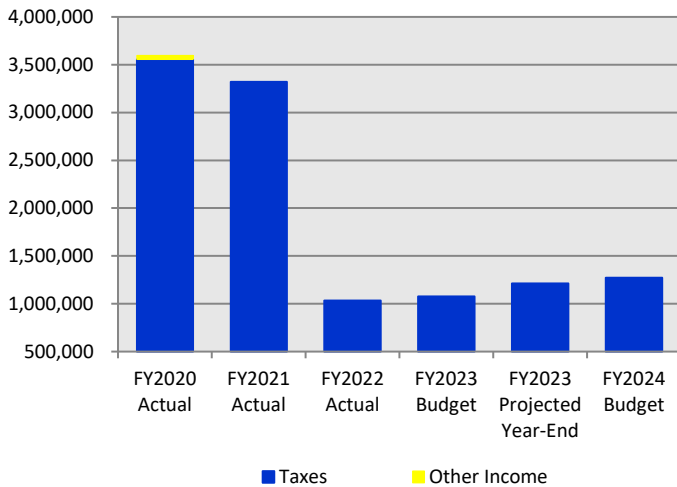
TOTAL Expenditures	\$ 1,272,500
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Cash & Equivalent Balance December 31, 2024 - Estimated

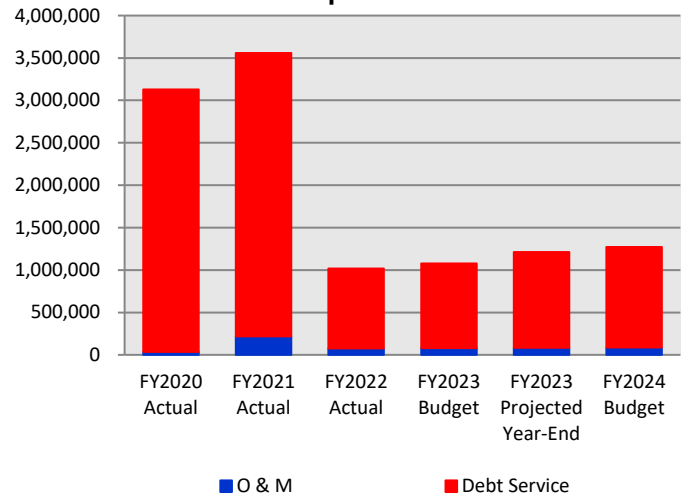
Restricted - Other	-
Unrestricted	-

TOTAL Cash & Equivalent Balance December 31, 2024	\$ -
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FY2020 - FY2024 Component Units Revenues



FY2020 - FY2024 Component Units Expenditures



City of Osage Beach
FY2024 Operating Budget

		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
Total Component Units Revenues							
<u>Taxes</u>							
XX 00-400000	Tax -- Sales - Osage Beach	1,544,226	1,309,420	327,584	350,000	404,000	413,000
XX 00-400003	Tax -- Sales - County	811,060	697,500	238,456	240,000	280,000	286,000
XX 00-400004	Tax -- PILOTS	571,785	740,768	164,659	168,000	165,611	166,000
XX 00-400006	Tax -- CID	315,173	331,440	301,805	320,000	363,400	407,500
XX 00-400007	Tax -- Miller Co. Ambulance	312,409	241,230	-	-	-	-
	Total Taxes	\$ 3,554,653	\$ 3,320,358	\$ 1,032,503	\$ 1,078,000	\$ 1,213,011	\$ 1,272,500
<u>Other Income</u>							
XX 00-490000	Interest Earned	40,719	-	-	-	-	-
	Total Other Income	\$ 40,719	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Component Unit Fund Revenues	\$ 3,595,372	\$ 3,320,358	\$ 1,032,503	\$ 1,078,000	\$ 1,213,011	\$ 1,272,500

		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 Budget	FY2023 Projected Year-End	FY2024 Budget
Total Component Units Expenditures							
<u>Operations and Maintenance</u>							
XX 00-733440	Financial Services	6,885	3,500	-	-	-	-
XX 00-733750	City Admin Reimb.	29,505	24,887	3,018	9,200	3,500	3,550
XX 00-733751	Developer Reimbursement	-	188,559	72,053	72,000	81,400	85,500
	Total Operations and Maintenance	\$ 36,390	\$ 216,945	\$ 75,071	\$ 81,200	\$ 84,900	\$ 89,050
<u>Debt Service</u>							
XX 00-780000	Principal	1,880,000	2,330,000	-	-	-	-
XX 00-782000	Interest	309,193	27,098	-	-	-	-
XX 00-799961	Transfer to UMB/TIF Notes	746,230	819,815	791,685	838,800	965,611	1,015,950
XX 00-799962	Trans to First Bank/1/2 TDD	156,118	164,213	149,399	158,000	162,500	167,500
	Total Debt Service	\$ 3,091,541	\$ 3,341,126	\$ 941,085	\$ 996,800	\$ 1,128,111	\$ 1,183,450
	Total Component Unit Fund Expenditures	\$ 3,127,931	\$ 3,558,072	\$ 1,016,156	\$ 1,078,000	\$ 1,213,011	\$ 1,272,500

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 7, 2023
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 23-85 - An ordinance of the City of Osage Beach, Missouri, approving an extension of time to acquire certain property under the Redevelopment Agreement between the City of Osage Beach, Missouri and Lakeport Village, LLC. *First Reading*

Requested Action:

First Reading of Bill #23-85

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 - The current Redevelopment Agreement has a deadline date of December 31, 2023.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

See attached letter from Husch Blackwell, LLP regarding Lakeport Village, LLC's request to extend the acquisition deadline stated in the redevelopment agreement for the Lakewood Timeshares to June 30, 2024.

City Attorney Comments:

Per City Code 110.230, Bill 23-85 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE APPROVING AN EXTENSION OF TIME TO ACQUIRE CERTAIN PROPERTY UNDER THE REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF OSAGE BEACH, MISSOURI AND LAKEPORT VILLAGE LLC.

WHEREAS, pursuant to Ordinance No. 23.47, the City of Osage Beach, Missouri (the “City”) and Lakeport Village LLC (the “Developer”) entered into a Redevelopment Agreement dated as of August 31, 2023 (the “Redevelopment Agreement”) in furtherance of the Lakeport Village Tax Increment Financing Redevelopment Plan; and

WHEREAS, Section 3.1(b) of the Redevelopment Agreement requires the Developer to use commercially reasonable efforts to obtain fee title to certain property (referred to in the Redevelopment Agreement as the “Timeshare Property”) by December 31, 2023 or such later date as may be approved by the City’s Board of Aldermen; and

WHEREAS, the Developer has provided the City with a memorandum dated November 22, 2023 detailing its past and current efforts to acquire the Timeshare Property and requesting an extension until June 30, 2024 to complete the acquisition of the Timeshare Property; and

WHEREAS, the City believes the Developer has made commercially reasonable efforts to acquire the Timeshare Property and is amenable to the Developer’s request for an extension of the deadline to acquire the Timeshare Property;

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

Section 1. Extension of Deadline. The Board of Aldermen hereby extends the date to complete acquisition of fee title to the Timeshare Property under Section 3.1(b) of the Redevelopment Agreement until June 30, 2024. Except with respect to the foregoing extension, the City expressly does not waive, modify, or rescind any provision of the Redevelopment Agreement and the Redevelopment Agreement shall remain in full force and effect.

Section 2. Further Authority. The officers of the City are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions to the documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No. 23.85 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 approved Ordinance No. 23.85.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

MEMORANDUM

Date: November 22, 2023

To: Cole Bradbury, Michael Harmison

From: Husch Blackwell, LLP

cc: Jeffrey Tegethoff, David Richardson, Mark Spykerman

Re: Lakeport Village LLC's Request to Extend the Timeshare Property Acquisition Deadline from December 31, 2023 to June 30, 2023

I. INTRODUCTION

On August 31, 2023, Lakeport Village LLC (collectively with its related affiliates, the “**Developer**”) and the City of Osage Beach, Missouri (the “**City**”) entered into a redevelopment agreement (the “**Redevelopment Agreement**”) for redevelopment of approximately 24 acres of property generally located at the northeast corner of Jeffries Road and U.S. Route 54 (“**Redevelopment Area**”) into a family friendly resort and entertainment district (the “**Redevelopment Project**”).

The Redevelopment Area includes Lakewood Resort, a timeshare condominium resort consisting of approximately 2,000 timeshare weeks (the “**Lakewood Timeshares**”). The Lakewood Timeshares are either individually owned (the “**Lakewood Owners**”) or held by the Lakewood Condominium Master Association, Inc. (the “**Association**”). The Association is incorporated as a Missouri nonprofit and is governed by a Board of Directors (the “**Board**”). The Board consists of five (5) directors and include Bill Prichard (“**President**”), Ken Kwantes (“**Vice President**”), Doug Cotton, Florin Nemes, and Daniel Crawford. The Association has acquired many of the Lakewood Timeshares over the years, which it offers for rental on its website. The Association currently owns approximately 950 of the Lakewood Timeshares.

Pursuant to Section 3.1 of the Redevelopment Agreement, the Developer is working diligently to acquire title to the Lakewood Timeshares. While the Developer has made significant progress, its efforts have been hampered by logistical difficulties associated with identifying and contacting the numerous Lakewood Owners as well as unanticipated push-back from the Association. This Memorandum provides a summary of the Developer's acquisition efforts since November 2022, and the Developer's request to amend Section 3.1(b) of the Redevelopment Agreement by extending the timeshare property acquisition deadline from December 31, 2023 to June 30, 2024.

II. INITIAL NEGOTIATIONS WITH THE BOARD

In early November of 2022, the Developer contacted the Board requesting the Association's governing documents. In early January of 2023, Developer had an initial conversation with the Board President, and in early March of 2023, Developer had a virtual teleconference with the Board's President, Vice President, and the then acting attorney for the Association's attorney, Jon Browning. In that call, the Developer relayed its intentions to purchase the Lakewood Timeshares, to cooperate with the closing of the transaction, and to attend the Association's annual meeting to speak directly with the Lakewood Owners.

Following that teleconference, the Developer sent its first offer of \$4,500,000 with a \$100,000 cost allowance to cover closing costs and any fees the Association would incur to notify the Lakewood Owners and hire an attorney to facilitate the transaction (the "**Initial Offer**"). The Board responded with a counteroffer of \$8,000,000 with a \$2,000,000 cost allowance (the "**Board's Counteroffer**").

On March 30, 2023, the Board held the Association's annual meeting and stated there were no offers to purchase Lakewood Resort, despite the Initial Offer and Counteroffer referenced above. The Board further misrepresented that the Board was only aware of the information available in the news and it did not invite the Developer to the Association's annual meeting, despite the Developer's willingness to attend.

On April 4, 2023, the Developer sent an increased counteroffer of \$6,250,000 with a \$200,000 cost allowance (the "**Second Offer**"). The Board rejected the Developer's Second Offer and on April 19, 2023, the Developer sent a third offer that matched the Board's Counteroffer of \$8,000,000 with a \$2,000,000 cost allowance (the "**Third Offer**").¹ On May 31, 2023, Mr. Browning informed the Developer that the Board had rejected the Third Offer and that it elected to terminate discussions with the Developer regarding any potential purchase of Lakewood Resort.

In summary, the timeline of the initial negotiations and correspondence between the Developer and the Board is as follows:

- November 15, 2022 – Board provided Association governing documents
- January 10, 2023 – Board President has initial conversation with the Developer's attorneys
- March 1, 2023 – Board President and Vice President meet with the Developer
- March 3, 2023 – The Developer sends to the Board the First Offer
- March 16, 2023 – The Board sends the Counteroffer
- March 30, 2023 – The Board holds Annual Meeting and incorrectly states there have been *no offers* to purchase
- April 4, 2023 – The Developer sends to the Board the Second Offer
- April 17, 2023 – The Second Offer is rejected
- April 19, 2023 – The Developer sends to the Board the Third Offer

¹ Note that these offers exceed the Developer's opinion of the fair market value of the Lakewood Resort, but were extended in an effort to expeditiously acquire the property without additional cost or potential litigation.

- May 31, 2023 – The Third Offer expires and the Board elected to terminate any discussions with the Developer for – months.

III. NEGOTIATIONS WITH LAKEWOOD OWNERS

Given the obstacles to Developer's efforts to acquire the Lakewood Resort as a whole, in late April the Developer began individual negotiations with Lakewood Owners. Approximately 1,110 of the Lakewood Timeshares are held in separate ownership. Therefore, identifying the owners, obtaining contact information, and negotiating purchases has required an extraordinary amount of time and resources, including extensive review of public records. Many of the record owners of the timeshare interests have passed away or transferred their interests, creating additional title issues and problems negotiating these purchases. The Developer has created a team of attorneys and other professionals dedicated to the acquisition efforts. When a deal is reached, the team oversees the entirety of the transaction, reviewing due diligence documents, preparing title searches, and coordinating with title companies for escrow services. The Developer also coordinates with owners to ensure they provide proper notification to the Board and follow the selling procedures outlined in the governing documents.

Since April, the Developer has contacted approximately 750 owners through various emails, phone calls, and mailed letters. As of the date of this memorandum, the Developer has closed on 123 weeks, 187 weeks in escrow, and 104 weeks pending a sales contract. The Developer holds the largest voting power in comparison to the other Lakewood Owners.

The Developer provides two different offers to acquire Lakewood Timeshares. Mindful of the fact that many Lakewood Owners hold deep traditions at the Lake of the Ozarks, the Developer partnered with another timeshare condominium to offer a deed exchange that allows Lakewood Owners to sell their Lakewood Timeshare for a comparable timeshare interest at Treetop Village. The Developer will pay the first three years of maintenance fees and after the first three years, Lakewood Owners can choose to relinquish their interest fee-free and avoid the typical hassle and expenses normally incurred when selling timeshare interests.

Alternatively, the Developer will purchase the Timeshare Interests for a fixed purchase amount of \$4,000.² The Developer will structure the purpose price to pay any maintenance fees in arrears directly to the Association so that the Lakewood Owner in good standing to close. For both offers, the Developer has agreed to cover closing costs for the Lakewood Owners and handle all the logistics of the deal from negotiation to close.

IV. CONFLICTS WITH THE BOARD

Since the Redevelopment Agreement was entered, the Board has erected various obstacles to Developer's attempts to purchase the timeshare interests. On the day of closing for one of the Developer's purchases, the Board contested the sale alleging that a limited liability company could not purchase the week. As a courtesy to the Board, the Developer assigned the sale to a related

² Again, this price exceed the Developer's opinion of the fair market value of the Timeshare Interests and reflects additional compensation to acquire these interests expeditiously without additional cost or potential litigation.

entity and on May 30, 2023, the Developer, through its Trust, purchased a Lakewood Timeshare interest, therefore becoming a member of the Association.

a. Records Dispute

On June 7, 2023, the Developer sent a copy of the recorded warranty deed and a letter to the Board requesting certain Association documents including the membership list, financial records, Board meeting minutes, Association meeting minutes, and other materials the Developer's Trust was entitled to as a member of the Association pursuant to Chapter 355 of the Missouri Revised Statutes (the "**Nonprofit Act**") and Association's governing documents. The Board consistently denied the Developer's right to the requested information. After the Developer provided further documentation, the Association provided some of the requested documents, but refused to produce the financial information or member lists. On June 29, the Association filed a lawsuit in Camden County against the Developer and the Developer's Trust asking the Court to determine the Association's right to refuse to produce certain requested records (the "**Records Lawsuit**"). The Developer filed counterclaims, asserting its statutory right to the requested documents.

Following a flurry of motions, the Court set a preliminary hearing for August 24, 2023. However, on August 23, 2023, Mr. Browning withdrew as counsel to the Association on the grounds of "professional considerations and an agreement with Lakewood." Based on this development, the Court granted a 30-day continuance to allow the Association to retain new counsel.

b. Challenge to the ROFR & Temporary Restraining Order

From late April to July 24, 2023, the Developer's Trust entered into sales contracts with Lakewood Owners to purchase their Lakewood Timeshares. The Association asserted that it held a Right of First Refusal with respect to any sale of a Lakewood Timeshare Interest (the "**Purported ROFR**") pursuant to the Declaration of Condominium Restrictions and By-Laws of Lakewood Condominium Master Association, Inc. dated March 4, 1980 (the "**Declaration**"). The Board exercised the Purported ROFR upon some of the sales under contract with the Developer's Trust, preventing the Developer's Trust from closing on those sales. Developer's Trust also put the Association on notice that it was not following the proper procedures to exercise the Purported ROFR and that it deemed the Purported ROFR invalid in any event. Because the Board refused to relinquish its rights under the Purported ROFR, the Developer's Trust was forced to file a lawsuit challenging the Board's exercise of the Purported ROFR in July of 2023.

On July 29, 2023, the Court granted the Parties' Consent Motion for Entry of a Corrected Stipulated Temporary Restraining Order (the "**TRO**"), which prevented the Association from closing on of the interests subject to its Purported ROFR. During the initial hearing on August 24, 2023, Mr. Browning withdrew as counsel for the Association, and the Court set the preliminary injunction hearing to October 6, 2023 to give the Association adequate time to obtain new counsel.

Beginning in early August, the Board began to exercise its Purported ROFR on *all* applicable sales contracts in which the Developer's Trust was named as the buyer. The Board's exercise involved sales for both fixed and floating weeks in any unit, and for weeks in both the peak and off-season months. Prior to the TRO, the Board provided notice of its exercise on 10 weeks for a total of \$53,339.48, however, by October 1, 2023, the Board had purported to exercise on 55 weeks for a total of \$229,943.84.

Many of the Lakewood Owners, were adversely affected by the Board's actions in that the Board tied up the properties, but the Owners were not able to close. And while the Lakewood Owners provided notice of their contracts with the Developer to the Board, many Lakewood Owners were unaware of the Board's Purported exercise of its Purported ROFR until the date of closing and were only notified by the title company or the Developer's counsel that their sales could not close. Furthermore, many Lakewood Owners expressed frustration due to the lack of communication from the Board regarding the selling of an owner's individual week, initial offers from the Developer, pending lawsuits involving the Association, and the Redevelopment Project.

Some Lakewood Owners directly questioned the Board; however, many questions either went unanswered or were answered with limited information. For example, one owner emailed the Board directly asking why there were no member meetings held to help decide the best interest of Lakewood. The Board replied that decisions involving contracts and other legal matters were held in executive sessions without members. Additionally, some Lakewood Owners expressed financial concerns relating to the Board's decisions citing that in previous years, the Lakewood Owners wanting to sell back to the Association were required to pay fees *to the Board*. Lakewood Owners now questioned that based on the Board's Purported ROFR decisions, the Association now had ability *to pay the Lakewood Owners*. The Board did not directly respond to such questions or concerns from the inquiring Lakewood Owner.

V. THE CURRENT STATUS OF THE DEVELOPER'S ACQUISITION EFFORTS

After Mr. Browning withdrew as Association's counsel, the Board hired Lowther Johnson as its new counsel and the ROFR Lawsuit and the Records Lawsuit were rescheduled to October 6, 2023.

a. Production of Records

On October 6, 2023, the Court entered an order that required the Association to produce a current Association member list by October 13, 2023 as well as financial records requested by the Developer. On October 13, almost four months since the initial request, the Board provided the membership list. The Board thus forced the Developer's Trust to go through a lengthy and expensive court process for records the Developer's Trust was entitled to under law.

b. Depositions and Settlement

In September 2023, Husch Blackwell, as counsel for the Developer's Trust, deposed each of the Board of directors in the ROFR lawsuit. Following the depositions, on October 11, 2023, the Developer's Trust and the Association signed a Settlement Agreement that essentially granted the relief requested in the Developer's lawsuit. As terms of the Settlement, the Board agreed to follow the procedures outlined in the Association's governing documents relating to the ROFR. Furthermore, as part of the Settlement, the Board agreed to waive on any weeks the Association alleged to exercise on during the pendency of the TRO and any pending sales the Association was notified of before October 5, 2023. This settlement and waiver allowed the Developer's Trust to close on more than 128 Lakewood Timeshare interests, many of which were long delayed by the Board's actions.

c. Developer's Latest Offer to the Board

On October 11, 2023, the Developer extended an offer to the Board to pay Four Thousand Dollars (\$4,000) for each week of the approximately 1,000 weeks owned by the Association, or approximately Four Million Dollars (\$4,000,000) and closing costs. The Developer has consistently offered to meet with the Board to discuss this offer and to work with the Association to find an amicable solution that benefits all parties. As of the date of this Memorandum, discussions between the Developer and Board are on-going. Now that the above-referenced litigation is resolved and the Association has retained new counsel, the Developer is hopeful that communications with the Board can be more productive.

d. Board's Survey to Lakewood Owners

In late August, the Board sent an internal poll to survey the Lakewood Owners. The results of that survey showed that 500 weeks participated in the survey and 66% of respondents intended to sell their timeshare weeks. This again reiterates the common theme that the majority of Lakewood Owners would like to sell.

VI. CONCLUSION

Since November of 2022, the Developer, has been diligently working towards the acquisition of the Lakewood Timeshares. Nonetheless, logistical complications and various lawsuits and disagreements between the Board and the Developer have impeded the Developer's progress. The Developer remains committed to its acquisition of the Lakewood Timeshares and will continue to work with the Association and Lakewood Owners to acquire the remaining interests.

Based on the above facts, the Developer requests the City to amend Section 3.1(b) Redevelopment Agreement and to extend the acquisition deadline for the Lakewood Timeshares to June 30, 2024. We are happy to answer any questions or provide additional information to support this request.

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 7, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-86 - 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 Lee C. Fine Airport Layout Plan Update Project. *First Reading*

Requested Action:

First Reading of Bill #23-86

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 all of the paper completed by the end of the year, so we kick this project off in January 2024.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This grant agreement provides the City reimbursement for the engineering services for the Lee C. Fine Airport Layout Plan Update. This grant is for 90% of the \$483,500 project cost. (\$435,150.00) The costs in this grant are made up of the City's engineering contract with CMT and the cost of an Independent Fee Study required for a project of this size. The budget for this project is \$485,000. I recommend approval

City Attorney Comments:

Per City Code 110.230, Bill 23-86 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STATE BLOCK GRANT AGREEMENT, FOR LEE C. FINE AIRPORT LAYOUT PLAN UPDATE 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 Layout Plan Update 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. 23.86 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. 23.86.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth City Clerk



APPLICATION FOR FEDERAL/STATE ASSISTANCE

Aviation Section

Airport Name:

Lee C. Fine Memorial Airport

1. TYPE OF SUBMISSION		2. DATE SUBMITTED	
Application	Funding Type Requested		
☐ Construction	☒ Federal (Block Grant – 90% Funds)	3. DATE RECEIVED BY STATE	
☒ Non-Construction	☐ State (Trust Fund – 90% Funds)		
	☐ Federal & State	ASM Input Date (Internal use only):	
4. APPLICANT INFORMATION			
Sponsor's Name:		Organizational Unit: City	
City of Osage Beach, Missouri		Department: Administration	
		Division:	
Address:		Name and telephone of person to be contacted on matters involving this application (give area code):	
Street: 1000 City Parkway		Prefix: Mr.	First Name: Mike
City: Osage Beach		Middle Name:	
County: Camden		Last Name: Welty	
State: MO	Zip Code: 65065	Suffix:	
Country: United States		Email: mwelty@osagebeach.org	
5. TYPE OF APPLICATION		Phone Number (give area code)	Fax Number (give area code)
☒ New ☐ Continuation ☐ Revision		(573) 302 - 2000	() -
If Revision, check appropriate type:		6. TYPE OF APPLICANT	
☐ Increase Award		☒ Municipal ☐ County	
☐ Decrease Award		Other (Specify)	
☐ Increase Duration			
☐ Decrease Duration			
7. DESCRIPTIVE TITLE OF SPONSOR'S PROJECT (brief description):			
Airport Master Plan, Airport Layout Plan Update, Exhibit A Update			
8. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):		9. MoDOT TRANSPORTATION DISTRICT:	
Kaiser/Brumley, Miller County, Missouri		Central	
10. NUMBER OF BASED AIRCRAFT: SE: 3 ME: 2 Jet: 5 Helicopter: 0 Glider: 0 Military: 0 Ultralight: 0			
11. NUMBER OF ANNUAL OPERATIONS (an operation is a takeoff or a landing): 4,704			
12. PROPOSED PROJECT TIMELINE		13. STATE & FEDERAL CONGRESSIONAL DISTRICTS OF	
Start Date:	Ending Date:	a. Sponsor	b. Project Location
1/1/2024	6/30/2025	State: H124; S6 Federal: MO3	State: H124; S6 Federal: MO3
14. ESTIMATED FUNDING:		15. ESTIMATED FUNDING:	
FEDERAL FUNDING (90%)		STATE FUNDING (90%)	
a. Federal	\$ 435,150. ⁰⁰	a. State	\$. ⁰⁰
b. Local	\$ 48,350. ⁰⁰	b. Local	\$. ⁰⁰
c. Other	\$. ⁰⁰	c. Other	\$. ⁰⁰
d. TOTAL	\$ 483,500. ⁰⁰	d. TOTAL	\$. ⁰⁰
e. TOTAL (combined funding)		\$ 483,500. ⁰⁰	
16. IS THE APPLICANT DELINQUENT ON ANY STATE/FEDERAL DEBT? ☐ Yes, If "Yes", attach an explanation ☒ No			
17. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. Authorized Representative			
Prefix Mr.	First Name: Michael	Middle Name:	
Last Name: Harmison		Suffix:	
b. Title: Mayor		c. Telephone: 573-302-2000	
d. Signature of Authorized Representative:		e. Date Signed:	

PART II**PROJECT APPROVAL INFORMATION**Item 1.

Does this assistance request require State, local, regional, or other priority rating?

☒ Yes ☐ No

Name of Governing Body: Federal Aviation Administration

Priority: National Priority Ranking

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

☐ Yes ☒ NoName of Agency or Board:
(Attach Documentation)Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

☒ Yes ☐ No

(Attach Comments)

Item 4.

Does this assistance request require State, local, regional or other planning approval?

☐ Yes ☒ No

Name of Approving Agency:

Date: / /

Item 5.

Is the proposal project covered by an approved comprehensive plan?

☒ Yes ☐ No

Check one:

☐ State ☒ Local ☐ Regional

Location of Plan: Airport Master Plan

Item 6.

Will the assistance requested serve a Federal installation?

☐ Yes ☒ No

Name of Federal Installation:

Federal Population benefiting from Project:

Item 7.

Will the assistance requested be on Federal land or installation?

☐ Yes ☒ No

Name of Federal Installation:

Location of Federal Land:

Percent of Project:

Item 8.

Will the assistance requested have an impact or effect on the environment?

☐ Yes ☒ No

(See instructions for additional information to be provided.)

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

☐ Yes ☒ No

Number of:

Individuals:

Families:

Businesses:

Farms:

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

☐ Yes ☒ No

(See instructions for additional information to be provided.)

PART II-A**The Sponsor hereby represents and certifies as follows:**

1. Compatible Land Use - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

N/A, Planning Project

2. Defaults - The Sponsor is not in default on any obligation to the State of Missouri, United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

3. Possible Disabilities - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

4. 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 of Missouri to plan for the development of the area surrounding the airport.

5. Consideration of Local Interest - It has given fair consideration to the interest of communities in or near where the project may be located.

6. 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 which project is proposed.

7. 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.

8. Air and Water Quality Standards – In federally-funded projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the State of Missouri to certify in writing to the Secretary of the United States Department of Transportation that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

PART II-A (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

10. Land. – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”:

N/A, Planning project

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”:

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”:

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

**PART III
SECTION A. GENERAL**

MISSOURI DEPARTMENT OF TRANSPORTATION – AVIATION SECTION

FUNDING APPLICATION Rev. 1-2016

MISSOURI DEPARTMENT OF TRANSPORTATION – AVIATION SECTION

FUNDING APPLICATION Rev. 1-2016

PART III - BUDGET INFORMATION – CONSTRUCTION OR NON-CONSTRUCTION				
SECTION A - CALCULATION OF FEDERAL BLOCK GRANT OR STATE TRUST FUND GRANT				
Cost Classification	Use only for revisions		Federal (90%)	State (90%)
	Latest Approved Amount	Adjustment + or (-)	Estimated Costs (100%)	Estimated Costs (100%)
1. Administration expense	\$.00	\$.00	\$.00	\$.00
2. Preliminary expense	.00	.00	.00	.00
3. Architectural/engineering design basic fees	.00	.00	.00	.00
4. Other Architectural engineering fees	.00	.00	2,500.00	.00
5. Project Construction costs	.00	.00	.00	.00
6. Project inspection fees	.00	.00	.00	.00
7. Land, structures, right-of-way acquisition	.00	.00	.00	.00
8. Relocation Expenses	.00	.00	.00	.00
9. Demolition and removal	.00	.00	.00	.00
10. Planning	.00	.00	481,000.00	.00
11. Environmental	.00	.00	.00	.00
12. Equipment	.00	.00	.00	.00
13. Miscellaneous	.00	.00	.00	.00
14. Total Estimated Costs (100%)(Lines 1 through 13)	\$.00	\$.00	\$483,500.00	\$.00
15. Federal Funding Amount (90%)	.00	.00	435,150.00	
16. Sponsor Share (10%)	.00	.00	48,350.00	
17. State Funding Amount (90%)	.00	.00		.00
18. Sponsor Share (10%)	.00	.00		.00

Part III, Page 5

SECTION B - EXCLUSIONS	
DESCRIPTION	Ineligible for Participation
a.	\$
b.	
c.	
d.	
e.	
f.	
g. TOTAL	\$
SECTION C - PROPOSED METHOD OF FINANCING NON-FEDERAL OR NON-STATE SHARE	
Grantee Share	
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	48,350
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	\$48,350
Other Shares	
a. Other Government Agency	
b. Other	
c. TOTAL - Other Shares	\$
TOTAL	\$48,350
SECTION D - REMARKS	

PART IV
PROGRAM NARRATIVE
(Suggested Format)

MISSOURI DEPARTMENT OF TRANSPORTATION – AVIATION SECTION

FUNDING APPLICATION Rev. 1-2016

PROJECT : Airport Master Plan, Airport Layout Plan Update, Exhibit A Update

AIRPORT : Lee C. Fine Memorial Airport

1. Objective:

The project will fund an Airport Master Plan and Airport Layout Plan/Exhibit A update to plan for the future of the Airport and the surrounding area.

2. Benefits Anticipated:

No current known Master Plan exists for the Lee C. Fine Memorial Airport. The Airport is currently owned and operated by the City of Osage Beach, but located on land lease from the Parks/DNR. This planning endeavour will layout the near and long term future of the Airport, and identify development opportunities, potential air service opportunities, etc.

3. Approach:

Collect existing data and inventory existing assets. A forecast of aeronautical activity will be prepared and facility requirements determined. Preferred alternatives will be selected and reflected in the updated ALP.

4. Geographic Location:

Lee C. Fine Memorial Airport, Kaiser/Brumley-Area, Miller County, Missouri

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: *(include address & telephone number)*

Mr. Mike Welty, Assistant City Administrator
1000 City Parkway
Osage Beach, MO 650650
573-302-2000 ext. 1011

INSTRUCTIONS

PART II PROJECT APPROVAL INFORMATION

Negative answers will not require an explanation unless MoDOT requests more information at a later date. Provide supplementary data for all "Yes" answers in the space provided in accordance with the following instructions.

- Item 1** - Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.
- Item 2** - Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval.
- Item 3** - Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a preapplication, do not submit them again, but any additional comments received from the clearinghouse should be submitted with this application.
- Item 4** - Furnish the name of the approving agency and the approval date.
- Item 5** - Show whether the approved comprehensive plan is State, local, or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.
- Item 6** - Show the Federal population residing or working on the federal installation who will benefit from this project.
- Item 7** - Show the percentage of the project work that will be conducted on federally-owned, State-owned, or leased land. Give the name of the Federal/State installation and its location.
- Item 8** - Briefly describe the possible beneficial and/or harmful impact on the environment because of the proposed project. If an adverse environment impact is anticipated, explain what action will be taken to minimize the impact. MoDOT will provide separate instructions if additional data is needed.
- Item 9** - State the number of individuals, families, businesses, or farms this project will displace. MoDOT will provide separate instructions if additional data is needed.
- Item 10** - Show the program name, the type of assistance, the status and amount of each project where there is related previous, pending, or anticipated assistance. Use additional sheets, if needed.

PART III BUDGET INFORMATION SECTION A - CALCULATION OF FEDERAL OR STATE GRANT

When applying for a new Federal or State grant, use the Estimated Costs column only. When requesting revisions of previously awarded amounts, use all columns.

- Line 1** - Enter amounts needed for administration expenses including such items as travel, legal fees, rental of vehicles and any other expense items expected to be incurred to administer the grant. Include the amount of interest expense when authorized by program legislation and also show this amount under Section D Remarks.
- Line 2** - Enter amounts pertaining to the work of locating and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction.
- Line 3** - Enter basic fees for architectural engineering/design services.
- Line 4** - Enter amounts for other architectural engineering services, such as surveys, tests, and borings.
- Line 5** - Enter amount for actual construction of/development.
- Line 6** - Enter fees for inspection and audit of construction and related programs such as Construction Observation Program.
- Line 7** - Enter amounts directly associated with the acquisition/easement of land, existing structures, and related right-of-way.
- Line 8** - Enter the dollar amounts needed to provide relocation advisory assistance, relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing, and the net amounts for replacement (last resort) housing.
- Line 9** - Enter the gross salaries and wages of employees of the grantee who will be directly engaged in performing demolition or removal of structures from developed land. This line should also show the cost of demolition or removal of improvements on developed land under a third party contract. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by MoDOT.
- Line 10** - Enter the costs to complete planning studies such as ALPs, Master Plans, capacity analysis, noise, etc.
- Line 11** - Enter the costs to complete CATEXs, EA, EISs or any other environmental coordination required for a project.
- Line 12** - Enter the costs associated with the acquisition of airfield or terminal equipment.

Line 13- Enter amounts for items not specifically mentioned above.

Line 14- Enter the sum of Lines 1-13.

Line 15- Show the Federal Funding Amount (90% of Line 14).

Line 16- Show the Sponsor's Share (10% of Line 14).

Line 17- Show the State Funding Amount (90% of Line 14).

Line 18- Show the Sponsor's Share (10% of Line 14).

SECTION B – EXCLUSIONS

Identify and list those costs that are part of the project cost but are not subject to Federal or State participation because of program legislation or Federal grantor agency instructions.

SECTION C – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE OR NON-STATE SHARE

Grantee Share - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section D Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Other Shares - Show the amount that will be contributed by any other government agency or contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section D Remarks.

Show the Total. This amount must be the same as the amount shown in Section A, Line 16 or 18, as applicable.

SECTION D – OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV PROGRAM NARRATIVE

Prepare the program narrative statement in accordance with the following instructions for all grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE.

Pinpoint any relevant physical, economic, social, financial, institutional, or other problems requiring a solution.

Demonstrate the need for assistance and state the principal and subordinate objectives of the project. Supporting documentation or other testimonies from concerned interests other than the applicant may be used. Any relevant data based on planning studies should be included or footnoted.

2. RESULTS OR BENEFITS EXPECTED.

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

a. Outline a plan of action pertaining to the scope and detail of how the proposed work will be accomplished for each grant program. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvements.

b. Provide each grant program monthly or quarterly quantitative projections of the accomplishments to be achieved, if possible. When accomplishments cannot be quantified, list the activities in chronological order to show the schedule of accomplishments and their target dates.

c. Identify the kinds of data to be collected and maintained, and discuss the criteria to be used to evaluate the results and success of the project. Explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified in Item 2 are being achieved.

d. List each organization, cooperator, consultant, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION.

Application Instructions

Give a precise location of the project and area to be served by the proposed project. Maps or other graphic aids may be attached.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

- a.** Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Item 10.
- b.** Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c.** Discuss accomplishments to date and list in chronological order a schedule of accomplishments, progress, or milestones anticipated with the new funding request. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope or objectives have changed or an extension of time is necessary, explain the circumstances and justify. If the total budget has been exceeded or if individual budget items have changed more than the prescribed limits contained in Attachment K, Office of Management and Budget Circular No. A-102, explain and justify the change and its effect on the project.

FEDERAL GRANT ASSURANCES

Airport Sponsors

A. General.

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

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the 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 the 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 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 state.252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12010 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 11988 – 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 Governmentwide Debarment and Suspension (Nonprocurement).
- 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 – Nonprocurement 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 – Governmentwide 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.1

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 the 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 these regulations 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-22, 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 the 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 the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of the 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 the 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 the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the 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 the 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 the 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 the grant, the total cost of the project in connection with which the 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 the 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 the 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 the 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 the 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 the grant agreement, and, upon approval of the Secretary, shall be incorporated into the grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the 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;
 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
 - i. furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - ii. 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 by 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 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 the 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:
 - i. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - ii. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

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

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

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

29. Airport Layout Plan.

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

except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

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

- 32. Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
- 33. Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 34. Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 35. Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
- 36. Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
- 37. Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract 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 DBE and 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 the grant 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 1986 (31 U.S.C. 3801).
- 38. Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.
- 39. Competitive Access.**
- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of Title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - i. Describes the requests;
 - ii. Provides an explanation as to why the requests could not be accommodated; and
 - iii. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

- c. 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

STATE GRANT ASSURANCES

1. **Title Evidence To Existing Airport Property.** Sponsor certifies that it holds satisfactory evidence of title to all existing airport property and avigation easements.
2. **Control of Airport.** The Sponsor agrees to continue to control the airport, either as owner or as lessee, for _____ years following receipt of the last payment from this grant. Applicable agreement periods are as follows:
 - a. Land interests - Fifty (50) years.
 - b. Improvements – Useful life, as determined by the Commission.
3. **Audit of Records.** The Sponsor must maintain all records including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of the grant agreement and any extension thereof, and for three (3) years from the date of final payment made under the grant agreement.
4. **Nondiscrimination Clause.** The Sponsor shall comply with all state and federal statutes applicable to the Sponsor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d and §2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*).
5. **Confidentiality.** The Sponsor shall not disclose to third parties confidential factual matters 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.
6. **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.
7. **Safety Inspection.** The Sponsor shall eliminate all deficiencies identified in its most recent safety inspection letter. If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies.
8. **Land Interests.** When grant funds are used to pay for land or aviation easements, the following requirements apply:
 - a. Acquisition of Land - Fee Simple Title: The Sponsor shall obtain a qualified attorney's title opinion to assure the Sponsor receives fee simple title, free and clear of any encumbrance that could adversely affect the operation, maintenance or development of the airport. The attorney's title opinion shall be furnished by the Sponsor to the Commission for review. The Sponsor shall acquire the property in fee simple absolute by general warranty deed from the grantors. A copy of the deed shall be furnished to the Commission for review. The Sponsor shall record the deed in the land records of the county recorder's office in the county where the airport is located.
 - b. Acquisition of Avigation Easements: The Sponsor shall obtain a qualified attorney's title opinion to assure that the Sponsor has obtained the required interest in and to the easements to be acquired, free and clear of any encumbrances that would be incompatible with or would interfere with the exercise and enjoyment by the Sponsor of the rights and interests conveyed, and that the grantors of easements constituted all of the owners of the land affected by the easements.
 - c. Land Cost Reimbursement by Federal Government Use as Local Share Only: Since it is the intent of the state of Missouri that funds provided under the Agreement be used only for aeronautical purposes, the Sponsor hereby covenants and agrees that it will not request reimbursement from the United States Government for the cost of land acquired with the funds granted under this Agreement; provided, however, that nothing in this

paragraph shall be construed to prevent the Sponsor from using all or any part of the acquisition cost of this land to make up its share of eligible project costs incurred under any airport development grant from the United States Government.

- d. Aeronautical Use: If land interests are not used for aeronautical purposes within five (5) years, the Sponsor shall at the request of the Commission return the full amount of those grant funds used to purchase the land interests. The Sponsor may request an extension of this time period in writing to the Commission.

9. Airport Use. The Sponsor agrees to operate the airport for the use and benefit of the public. The Sponsor further agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds and classes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Commission. Otherwise, at no time shall the airport be closed to accommodate a non-aeronautical event or activity.

10. Safe Operation of Airport. The Sponsor agrees to operate and maintain in a safe and serviceable condition the airport and all connected facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States. The Sponsor further agrees that it will not permit any activity on the airport's grounds that would interfere with its safe use for airport purposes. Nothing contained in this Agreement shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, ice, or other climatic conditions interfere with safe operations.

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: City of Osage Beach, Missouri

Airport: Lee C. Fine Memorial Airport

Project Number: 23-046B-1

Description of Work: Master Plan Update

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting “yes” represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting “No” represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If “No” is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)).

The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor’s and sub-recipient’s officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor’s or sub-recipient’s officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Osage Beach, Missouri

Name of Sponsor's Authorized Official: Mr. Mike Welty

Title of Sponsor's Authorized Official: Assistant City Administrator

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

**Drug-Free Workplace
Airport Improvement Program Sponsor Certification**

Sponsor: City of Osage Beach, Missouri

Airport: Lee C. Fine Memorial Airport

Project Number: 23-046B-1

Description of Work: Master Plan Update

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Lee C. Fine Memorial Airport

Address: 1111 Lee C. Fine Road, Brumley, MO 65017

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Osage Beach, Missouri

Name of Sponsor's Authorized Official: Mr. Mike Welty

Title of Sponsor's Authorized Official: Assistant City Administrator

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of Osage Beach, Missouri

Airport: Lee C. Fine Memorial Airport

Project Number: 23-046B-1

Description of Work: Master Plan Update

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
 - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- ☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
 - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- ☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes ☐ No ☐ N/A
13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
 - b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
 - c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).
- ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “no” response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Osage Beach, Missouri

Name of Sponsor's Authorized Official: Mr. Mike Welty

Title of Sponsor's Authorized Official: Assistant City Administrator

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 7, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Ty Dinsdale, Airport Manager

Agenda Item:

Bill 23-87 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Crawford, Murhpy, and Tilly for consulting services at the Lee C Fine Airport for Airport Layout Plan Update Project for an amount not to exceed \$481,000. *First Reading*

Requested Action:

First Reading of Bill #23-87

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 all of the paper completed by the end of the year, so we kick this project off in January 2024.

Budgeted Item:

Yes - partially budgeted in FY2023 and FY2024 currently.

Budget Line Information (if applicable):

45-00-774128 Airport Capital - FY2024 Operating Budget

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 and ALP plan updates at both airports. All work for this project will be done in 2024.

The last Airport Layout Plan that we did was back in the early 2000s and all work related to that plan has been completed. This new ALP plan will focus on the future of both airports, including future plans for hanger expansion, new or renovated terminals, future pavement maintenance, and much more.

Project costs will be \$481,000 (This project is 90% grant funded through the FAA)
Project Budget = \$485,000 (includes IFE completed in 2023)

This project was supposed to kick off at the end of summer 2023, so we had budgeted for half of this work to be done in 2023 and half in 2024. Unfortunately, we were not able to start as early as we wanted, so we will need to carry the funds budgeted for 2023 forward to 2024.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-87 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR PROFESSIONAL SERVICES AT THE LEE C. FINE AIRPORT IN THE AMOUNT OF \$481,000.

WHEREAS, the City of Osage Beach seeks to engage a company to perform professional services for a layout 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 Four Hundred Eighty-One Thousand Dollars. (\$481,000.00)

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.87 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. 23.87.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, Clerk

Airport Name: Lee C. Fine Memorial Airport
Project No.: 23-046B-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, (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 0% 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 0% 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 APPLICABL E TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)
Trekk 1411 E 104th Street, Kansas City, MO 64131	Surveying	\$41,394.23	100%	\$41,394.23	8.6%
TOTAL DBE PARTICIPATION				\$41,394.23	8.6%

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
Trekk	1411 E 104th Street, Kansas City, MO 64131	Field Surveys	\$41,394.23
NV5 Geospatial	45180 Business Court, Suite 800 Dulles, VA 20166	Aerial Survey & Mapping	\$68,128.00

(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 basis of a lump sum of **\$481,000.00**, 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 2022 (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.

(P) 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 Miller 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 Osage Beach, 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		
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	Mr. Ty Sander, PE - Vice President & Aviation Group Manager		
CONSULTANT'S NAME	Crawford, Murphy & Tilly, Inc.		
CONSULTANT'S ADDRESS	One Memorial Drive Suite 500 St. Louis, MO 63102		
PHONE	(314) 436 5500	FAX	N/A
E-MAIL ADDRESS	tsander@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

By: _____
Signature

By: _____
Signature

Title: Vice President & Aviation Group
Manager

Title: Assistant City Administrator

ATTEST:

ATTEST:

By: _____
Signature

By: _____
Signature

Title: _____

Title: _____

EXHIBIT I

PROJECT DESCRIPTION

1. Develop/update the airport layout plan (ALP) and Exhibit A for existing airport.
2. Develop a Master Plan for existing airport.

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:

All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, current Minimum Standards for Property Boundary Surveys as established by the Department of Natural Resources, Division of Geology and Land Survey of the State of Missouri, 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.

Notes:

For Final documents that are required to be sealed, signed, and dated, electronic submittal is acceptable to the MoDOT when the Consultant has electronic signature capabilities.

For documents not required to be sealed, signed, and dated, electronic submittal is acceptable to the MoDOT.

**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. All payments to landowners or tenants associated with the acquisition of the required property rights prior to or concurrent with closing.
6. All staff, procedures and activities related to acquiring the property , including but not limited to appraisals, reviews, negotiations, relocation assistance and eminent domain.
7. 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.
8. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.
9. Disadvantaged business enterprise (DBE) goals for the project based upon proposed bid items, quantities and opinions of construction costs.
10. Guidance for assembling bid package to meet Sponsor's bid letting requirements.
11. Designate contact person (see Section (23)(A)).
12. Pay costs for title searches.

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

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

E. Other Services

1. Master Plan Update
2. ALP Update
3. Exhibit A Update

(365) calendar days
after receipt of NTP

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

Lee C Fine Memorial Airport (AIZ)
Kaiser/Lake Ozark, Missouri
AIRPORT MASTER PLAN
BASIC SERVICES - PLANNING
 January 20, 2023

1 DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u> (2023 rates)	<u>COST (\$)</u>
Principal	0	98.40	\$0.00
Project Engineer II	0	79.33	\$0.00
Project Engineer I	264	63.00	\$16,632.00
Project Manager II	0	75.74	\$0.00
Project Manager I	146	60.91	\$8,892.86
Sr. Engineer I	16	46.69	\$747.04
Technical Manager II	0	53.60	\$0.00
Engineer I	0	35.40	\$0.00
Sr. Planner I	731	44.97	\$32,873.07
Planner I	892	35.45	\$31,621.40
Land Surveyor	20	47.34	\$946.80
Sr. Technician I	574	44.22	\$25,382.28
Technician II	0	36.46	\$0.00
Technician I	0	30.78	\$0.00
Project Administrative Assistant	0	28.99	\$0.00
	<u>2,643</u>		
Total Direct Salary Costs			= \$117,095.45

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

2a Percentage of Direct Salary Costs @ 172.12 % = \$201,544.69

3 SUBTOTAL:

Items 1 and 2a = \$318,640.14

4 PROFIT:

15 % of Item 3 Subtotal* = \$47,796.02

*Note: 0-15% Typical

Subtotal \$366,436.16

5 OUT-OF-POCKET EXPENSES:

a. Mileage	4280	Miles @	\$0.560 / Mile =	\$2,396.80
b. Meals	3	Days @	\$36.00 / Day =	\$108.00
c. Motel	3	Nights @	\$150.00 / Night =	\$450.00
e. Printing and Shipping			=	\$1,500.00

Total Out-of-Pocket Expenses = \$4,454.80

6 SUBCONTRACT COSTS:

a. Field Survey - Trekk Surveying	=	\$41,394.23	
b. Aerial Mapping & Imagery - Quantum Spatial	=	\$68,128.00	
	=		\$109,522.23

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 (ROUNDED) = \$481,000.00

Exhibit V-1

Exhibit V																
DERIVATION OF CONSULTANT PROJECT COSTS																
Lee C Fine Memorial Airport (AIZ)																
AIRPORT MASTER PLAN																
BASIC SERVICES - PRELIMINARY, DESIGN AND BIDDING																
Kaiser/Lake Ozark, Missouri																
January 20, 2023																
Classification:	Principal	Project	Project	Project	Project		Technical								Project	Other
Gross Hourly Rate:	\$307.93	Engineer II	Engineer I	Manager II	Manager I	Sr. Engineer I	Manager II	Engineer I	Sr. Planner I	Planner I	Land Surveyor	Sr. Technician	Technician II	Technician I	Administrative Assistant	Costs
		\$248.25	\$197.15	\$237.02	\$190.61	\$146.11	\$167.73	\$110.78	\$140.73	\$110.94	\$148.14	\$138.38	\$114.10	\$96.32	\$90.72	\$0.00
PLANNING SERVICES																
1. PROJECT FORMULATION																
1.1 Project Scope Preparation			16		8				10							
1.2 Quality Assurance Plan									6	6						
1.3 Kickoff Meeting			16		8				24							
1.4 Airport Objectives & Guiding Principles			8		4				16							
2. INVENTORY OF EXISTING CONDITIONS																
2.1 Airfield Inventory			4						8	16		2				\$ 341.64
2.2 General Aviation/Terminal Facilities Inventory			4						2	4		1				
2.3 Landside/Support Facilities Inventory									2	4		1				
2.4 Meteorological Conditions									2	2		1				
2.5 Utilities Inventory			4						6	8		3				
2.6 Regional Setting & Land Use Inventory									4	4		2				
2.7 Access and Circulation									1	2		4				
2.8 Environmental Inventory			4						4	8		2				
2.9 Inventory Working Paper			4		4				30	40						
3. DEMAND PROJECTIONS																
3.1 Business, Population, & Socioeconomic Data			2						6	8						
3.2 Historical Aeronautical Activity			2						6	8						
3.3 General Aviation (GA) Forecast - Operations & Based Aircraft					8				10	22						
3.4 Identify Existing/Future Critical Aircraft									8	8						
3.5 Forecast Working Paper			4		4				20	8						
3.6 Forecast Review and Approval					6				16	10						
4. FACILITY REQUIREMENTS																
4.1 Airfield Capacity Analysis									2	6						\$ 341.64
4.2 Airfield Requirements			4						8	20		8				
4.3 General Aviation Facilities			8						8	20		8				
4.4 Landside/Support Analysis			8						6	18		8				
4.5 Land Use Development Requirements									8	18		8				
4.6 Facility Requirements Working Paper			4		4				30	30						
5. ALTERNATIVES ANALYSIS																
5.1 Airfield Alternatives (Up to 3 concepts)			4						10	30		16				
5.2 General Aviation Facility Alternatives (Up to 3 concepts)			6						30	70		16				
5.3 Landside/Support Alternatives (Up to 2 concepts)			6						10	24		12				
5.4 Land Use Developments (Up to 2 concepts)			4						4	16		12				
5.5 Environmental & Sustainable Considerations			2						10	62		8				
5.6 Working Sessions/Meetings (Up to 3 sessions)			8						16	16						
5.7 Preferred Development Plan									10	20						
5.8 Alternatives Analysis Working Paper			4		4				20	30		6				
6. IMPLEMENTATION PLAN/CIP																
6.1 Implementation Plan & Capital Improvement Plan			16			8			10	22						
6.2 Financial Analysis and Funding Options			8			8			6	6						
6.3 Implementation Plan/CIP Working Paper			16		4				10	30						
7. STAKEHOLDER/PUBLIC ENGAGEMENT																
7.1 Webpage Coordination and Design									24							
7.2 General Tenant Information Meetings (up to 2 meetings)									30	12		8				\$ 1,135.76
7.3 City Leadership Presentations (up to 2 presentations)			8		16				30	12		8				\$ 1,135.76
8. MASTER PLAN REPORT																
8.1 Master Plan Report			4						20	40						
8.2 Executive Summary			4						12	20						
8.3 Summary of Documentation and Deliverables					2				12	12						
9. PRELIMINARY AGIS EFFORTS																
9.1 Project Creation and AGIS Website					2				2							
9.2 Project Statement of Work (SOW)					4											
9.3 Project Plans					4											
10. FIELD SURVEYS																
10.1 Survey Plan					8						4	4				\$ 41,394.23
10.2 Imagery Surveys					2											
10.3 Mapping Field Surveys					4				4		8	4				
11. AERIAL PHOTOGRAPHY & MAPPING																
11.1 Collection of Aerial Imagery									10	14		4				\$ 68,128.00
12. DEVELOPMENT OF GIS DATA																
12.1 New GIS Data Development (By Data Set)					8				6	10		80				
12.2 QA/QC Reviews					2				2			4				
12.3 Final Project Report and Data Submittal					24						8	8				
13. AIRPORT LAYOUT PLAN																
13.1 Coversheet									4	2		4				
13.2 Existing Airport Layout Drawing			4						8	16		32				
13.3 Future Airport Layout Drawing			4						4	12		24				
13.4 Airport Data Tables Sheet									2	8		12				
13.5 Terminal Area Plan Drawing (1 sheet)									4	12		32				
13.6 Airport Airspace Sheets (up to 3 sheets)									2	16		36				
13.7 Inner Portion of the Approach Surface Drawings (up to 4 sheets)									8	32		100				
13.8 Runway Departure Surface Drawing (up to 4 sheets)									4	8		32				
13.9 Vicinity Aerial/Land Use Drawing									1	4		12				
13.10 Property Map			4						1	12		24				
13.11 Airspace Determination and Coordination/Edits			6						4	12		4				
13.12 ALP Document/Deliverables					4				12	8		16				\$1,500.00
14. EXHIBIT A																
14.1 Data Gathering and Review of Documents			2		6				2	2						
14.2 Exhibit 'A' Property Line Map			1		6				2	2		4				
14.3 Documentation and Deliverables			1						2	2		4				
15. PROJECT MANAGEMENT																
15.1 Project Progress Reports			12						40	8						
15.2 Biweekly Status Coordination			24						50	10						
15.3 Project Administration/Coordination & General Planning			24						50	10						
15.4 FAA Deliverable Review Coordination																
Total hours =	2,643	0	0	264	0	146	16	0	0	731	892	20	574	0	0	(1,2,5)
Total =	\$480,413.19	\$0.00	\$0.00	\$52,047.85	\$0.00	\$27,829.14	\$2,337.77	\$0.00	\$0.00	\$102,872.33	\$98,955.38	\$2,962.90	\$79,430.80	\$0.00	\$0.00	\$113,977.03
SUBTOTAL =	\$480,413.19															
ROUNDED GRAND TOTAL =	\$481,000.00															

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies

(3) Vendor Services
(4) Permit Fees

(5) Printing and Shipping

Exhibit V

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 7, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-88 - 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 Grand Glaize Airport Layout Plan Update Project. *First Reading*

Requested Action:

First Reading of Bill #23-88

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 all of the paper completed by the end of the year, so we kick this project off in January 2024.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This grant agreement provides the City reimbursement for the engineering services for the Grand Glaize Airport Layout Plan Update. This grant is for 90% of the \$483,500 project cost. (\$435,150.00) The costs in this grant are made up of the City's engineering contract with CMT and the cost of an Independent Fee Study required for a project of this size. The budget for this project is \$485,000. I recommend approval

City Attorney Comments:

Per City Code 110.230, Bill 23-88 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STATE BLOCK GRANT AGREEMENT, FOR GRAND GLAIZE AIRPORT LAYOUT PLAN UPDAY 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 Grand Glaize Airport Layout Plan Update 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. 23.88 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. 23.88.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth City Clerk



APPLICATION FOR FEDERAL/STATE ASSISTANCE

Aviation Section

Airport Name:

Grand Glaize Airport

1. TYPE OF SUBMISSION		2. DATE SUBMITTED	
Application	Funding Type Requested		
☐ Construction	☒ Federal (Block Grant – 90% Funds)	3. DATE RECEIVED BY STATE	
☒ Non-Construction	☐ State (Trust Fund – 90% Funds)		
	☐ Federal & State	ASM Input Date (Internal use only):	
4. APPLICANT INFORMATION			
Sponsor's Name:		Organizational Unit: City	
City of Osage Beach, Missouri		Department: Administration	
		Division:	
Address:		Name and telephone of person to be contacted on matters involving this application (give area code):	
Street: 1000 City Parkway		Prefix: Mr.	First Name: Mike
City: Osage Beach		Middle Name:	
County: Camden		Last Name: Welty	
State: MO	Zip Code: 65065	Suffix:	
Country: United States		Email: mwelty@osagebeach.org	
5. TYPE OF APPLICATION		Phone Number (give area code)	
☒ New ☐ Continuation ☐ Revision		(573) 302 - 2000	
If Revision, check appropriate type:		Fax Number (give area code)	
☐ Increase Award		() -	
☐ Decrease Award		6. TYPE OF APPLICANT	
☐ Increase Duration		☒ Municipal ☐ County	
☐ Decrease Duration		Other (Specify)	
7. DESCRIPTIVE TITLE OF SPONSOR'S PROJECT (brief description):			
Airport Master Plan, Airport Layout Plan Update, Exhibit A Update			
8. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):		9. MoDOT TRANSPORTATION DISTRICT:	
Osage Beach, Camden County, Missouri		Central	
10. NUMBER OF BASED AIRCRAFT: SE: 7 ME: 2 Jet: 0 Helicopter: 2 Glider: 0 Military: 0 Ultralight: 0			
11. NUMBER OF ANNUAL OPERATIONS (an operation is a takeoff or a landing): 3,160			
12. PROPOSED PROJECT TIMELINE		13. STATE & FEDERAL CONGRESSIONAL DISTRICTS OF	
Start Date:	Ending Date:	a. Sponsor	b. Project Location
1/1/2024	6/30/2025	State: H124; S6 Federal: MO3	State: H124; S6 Federal: MO3
14. ESTIMATED FUNDING:		15. ESTIMATED FUNDING:	
FEDERAL FUNDING (90%)		STATE FUNDING (90%)	
a. Federal	\$ 432,000.00	a. State	\$.00
b. Local	\$ 48,000.00	b. Local	\$.00
c. Other	\$.00	c. Other	\$.00
d. TOTAL	\$ 480,000.00	d. TOTAL	\$.00
e. TOTAL (combined funding)		\$ 480,000.00	
16. IS THE APPLICANT DELINQUENT ON ANY STATE/FEDERAL DEBT? ☒ Yes, If "Yes", attach an explanation ☐ No			
17. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. Authorized Representative			
Prefix Mr.		First Name: Michael	
Last Name: Harmison		Middle Name:	
b. Title: Mayor		Suffix:	
d. Signature of Authorized Representative:		c. Telephone: 573-302-2000	
		e. Date Signed:	

PART II**PROJECT APPROVAL INFORMATION**Item 1.

Does this assistance request require State, local, regional, or other priority rating?

☒ Yes ☐ No

Name of Governing Body: Federal Aviation Administration

Priority: National Priority Ranking

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

☐ Yes ☒ No

Name of Agency or Board:
(Attach Documentation)

Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

☒ Yes ☐ No

(Attach Comments)

Item 4.

Does this assistance request require State, local, regional or other planning approval?

☐ Yes ☒ No

Name of Approving Agency:

Date: / /

Item 5.

Is the proposal project covered by an approved comprehensive plan?

☒ Yes ☐ No

Check one:

☐ State ☒ Local ☐ Regional

Location of Plan: Airport Master Plan

Item 6.

Will the assistance requested serve a Federal installation?

☐ Yes ☒ No

Name of Federal Installation:

Federal Population benefiting from Project:

Item 7.

Will the assistance requested be on Federal land or installation?

☐ Yes ☒ No

Name of Federal Installation:

Location of Federal Land:

Percent of Project:

Item 8.

Will the assistance requested have an impact or effect on the environment?

☐ Yes ☒ No

(See instructions for additional information to be provided.)

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

☐ Yes ☒ No

Number of:

Individuals:

Families:

Businesses:

Farms:

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

☐ Yes ☒ No

(See instructions for additional information to be provided.)

PART II-A**The Sponsor hereby represents and certifies as follows:**

1. Compatible Land Use - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

N/A, Planning Project

2. Defaults - The Sponsor is not in default on any obligation to the State of Missouri, United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

3. Possible Disabilities - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

4. 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 of Missouri to plan for the development of the area surrounding the airport.

5. Consideration of Local Interest - It has given fair consideration to the interest of communities in or near where the project may be located.

6. 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 which project is proposed.

7. 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.

8. Air and Water Quality Standards – In federally-funded projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the State of Missouri to certify in writing to the Secretary of the United States Department of Transportation that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

PART II-A (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

10. Land. – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”:

N/A, Planning project

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”:

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”:

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

**PART III
SECTION A. GENERAL**

MISSOURI DEPARTMENT OF TRANSPORTATION – AVIATION SECTION

FUNDING APPLICATION Rev. 1-2016

MISSOURI DEPARTMENT OF TRANSPORTATION – AVIATION SECTION

FUNDING APPLICATION Rev. 1-2016

PART III - BUDGET INFORMATION – CONSTRUCTION OR NON-CONSTRUCTION				
SECTION A - CALCULATION OF FEDERAL BLOCK GRANT OR STATE TRUST FUND GRANT				
Cost Classification	Use only for revisions		Federal (90%)	State (90%)
	Latest Approved Amount	Adjustment + or (-)	Estimated Costs (100%)	Estimated Costs (100%)
1. Administration expense	\$.00	\$.00	\$.00	\$.00
2. Preliminary expense	.00	.00	.00	.00
3. Architectural/engineering design basic fees	.00	.00	.00	.00
4. Other Architectural engineering fees	.00	.00	2,500.00	.00
5. Project Construction costs	.00	.00	.00	.00
6. Project inspection fees	.00	.00	.00	.00
7. Land, structures, right-of-way acquisition	.00	.00	.00	.00
8. Relocation Expenses	.00	.00	.00	.00
9. Demolition and removal	.00	.00	.00	.00
10. Planning	.00	.00	480,000.00	.00
11. Environmental	.00	.00	.00	.00
12. Equipment	.00	.00	.00	.00
13. Miscellaneous	.00	.00	.00	.00
14. Total Estimated Costs (100%)(Lines 1 through 13)	\$.00	\$.00	\$482,500.00	\$.00
15. Federal Funding Amount (90%)	.00	.00	434,250.00	
16. Sponsor Share (10%)	.00	.00	48,250.00	
17. State Funding Amount (90%)	.00	.00		.00
18. Sponsor Share (10%)	.00	.00		.00

Part III, Page 5

SECTION B - EXCLUSIONS	
DESCRIPTION	Ineligible for Participation
a.	\$
b.	
c.	
d.	
e.	
f.	
g. TOTAL	\$
SECTION C - PROPOSED METHOD OF FINANCING NON-FEDERAL OR NON-STATE SHARE	
Grantee Share	
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	48,250
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	\$48,250
Other Shares	
a. Other Government Agency	
b. Other	
c. TOTAL - Other Shares	\$
TOTAL	\$48,250
SECTION D - REMARKS	

PART IV
PROGRAM NARRATIVE
(Suggested Format)

MISSOURI DEPARTMENT OF TRANSPORTATION – AVIATION SECTION

FUNDING APPLICATION Rev. 1-2016

PROJECT : Airport Master Plan, Airport Layout Plan Update; Exhibit A Update

AIRPORT : Grand Glaize Municipal Airport

1. Objective:

The project will fund an Airport Master Plan and Airport Layout Plan/Exhibit A update to plan for the future of the Airport and the surrounding area.

2. Benefits Anticipated:

No current known Master Plan exists for the Grand Glaize Airport. The Airport is landlocked, and limited in available developable area. This planning endeavour will layout the near and long term future of the Airport, and identify development opportunities.

3. Approach:

Collect existing data and inventory existing assets. A forecast of aeronautical activity will be prepared and facility requirements determined. Preferred alternatives will be selected and reflected in the updated ALP.

4. Geographic Location:

Grand Glaize Airport, Osage Beach, Camden County, Missouri

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: *(include address & telephone number)*

Mr. Mike Welty, Assistant City Administrator

1000 City Parkway

Osage Beach, MO 650650

573-302-2000 ext. 1011

INSTRUCTIONS

PART II PROJECT APPROVAL INFORMATION

Negative answers will not require an explanation unless MoDOT requests more information at a later date. Provide supplementary data for all "Yes" answers in the space provided in accordance with the following instructions.

- Item 1** - Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.
- Item 2** - Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval.
- Item 3** - Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a preapplication, do not submit them again, but any additional comments received from the clearinghouse should be submitted with this application.
- Item 4** - Furnish the name of the approving agency and the approval date.
- Item 5** - Show whether the approved comprehensive plan is State, local, or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.
- Item 6** - Show the Federal population residing or working on the federal installation who will benefit from this project.
- Item 7** - Show the percentage of the project work that will be conducted on federally-owned, State-owned, or leased land. Give the name of the Federal/State installation and its location.
- Item 8** - Briefly describe the possible beneficial and/or harmful impact on the environment because of the proposed project. If an adverse environment impact is anticipated, explain what action will be taken to minimize the impact. MoDOT will provide separate instructions if additional data is needed.
- Item 9** - State the number of individuals, families, businesses, or farms this project will displace. MoDOT will provide separate instructions if additional data is needed.
- Item 10** - Show the program name, the type of assistance, the status and amount of each project where there is related previous, pending, or anticipated assistance. Use additional sheets, if needed.

PART III BUDGET INFORMATION SECTION A - CALCULATION OF FEDERAL OR STATE GRANT

When applying for a new Federal or State grant, use the Estimated Costs column only. When requesting revisions of previously awarded amounts, use all columns.

- Line 1** - Enter amounts needed for administration expenses including such items as travel, legal fees, rental of vehicles and any other expense items expected to be incurred to administer the grant. Include the amount of interest expense when authorized by program legislation and also show this amount under Section D Remarks.
- Line 2** - Enter amounts pertaining to the work of locating and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction.
- Line 3** - Enter basic fees for architectural engineering/design services.
- Line 4** - Enter amounts for other architectural engineering services, such as surveys, tests, and borings.
- Line 5** - Enter amount for actual construction of/development.
- Line 6** - Enter fees for inspection and audit of construction and related programs such as Construction Observation Program.
- Line 7** - Enter amounts directly associated with the acquisition/easement of land, existing structures, and related right-of-way.
- Line 8** - Enter the dollar amounts needed to provide relocation advisory assistance, relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing, and the net amounts for replacement (last resort) housing.
- Line 9** - Enter the gross salaries and wages of employees of the grantee who will be directly engaged in performing demolition or removal of structures from developed land. This line should also show the cost of demolition or removal of improvements on developed land under a third party contract. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by MoDOT.
- Line 10** - Enter the costs to complete planning studies such as ALPs, Master Plans, capacity analysis, noise, etc.
- Line 11** - Enter the costs to complete CATEXs, EA, EISs or any other environmental coordination required for a project.
- Line 12** - Enter the costs associated with the acquisition of airfield or terminal equipment.

Line 13- Enter amounts for items not specifically mentioned above.

Line 14- Enter the sum of Lines 1-13.

Line 15- Show the Federal Funding Amount (90% of Line 14).

Line 16- Show the Sponsor's Share (10% of Line 14).

Line 17- Show the State Funding Amount (90% of Line 14).

Line 18- Show the Sponsor's Share (10% of Line 14).

SECTION B – EXCLUSIONS

Identify and list those costs that are part of the project cost but are not subject to Federal or State participation because of program legislation or Federal grantor agency instructions.

SECTION C – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE OR NON-STATE SHARE

Grantee Share - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section D Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Other Shares - Show the amount that will be contributed by any other government agency or contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section D Remarks.

Show the Total. This amount must be the same as the amount shown in Section A, Line 16 or 18, as applicable.

SECTION D – OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV PROGRAM NARRATIVE

Prepare the program narrative statement in accordance with the following instructions for all grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE.

Pinpoint any relevant physical, economic, social, financial, institutional, or other problems requiring a solution.

Demonstrate the need for assistance and state the principal and subordinate objectives of the project. Supporting documentation or other testimonies from concerned interests other than the applicant may be used. Any relevant data based on planning studies should be included or footnoted.

2. RESULTS OR BENEFITS EXPECTED.

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

a. Outline a plan of action pertaining to the scope and detail of how the proposed work will be accomplished for each grant program. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvements.

b. Provide each grant program monthly or quarterly quantitative projections of the accomplishments to be achieved, if possible. When accomplishments cannot be quantified, list the activities in chronological order to show the schedule of accomplishments and their target dates.

c. Identify the kinds of data to be collected and maintained, and discuss the criteria to be used to evaluate the results and success of the project. Explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified in Item 2 are being achieved.

d. List each organization, cooperator, consultant, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION.

Application Instructions

Give a precise location of the project and area to be served by the proposed project. Maps or other graphic aids may be attached.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

a. Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Item 10.

b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.

c. Discuss accomplishments to date and list in chronological order a schedule of accomplishments, progress, or milestones anticipated with the new funding request. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope or objectives have changed or an extension of time is necessary, explain the circumstances and justify. If the total budget has been exceeded or if individual budget items have changed more than the prescribed limits contained in Attachment K, Office of Management and Budget Circular No. A-102, explain and justify the change and its effect on the project.

FEDERAL GRANT ASSURANCES

Airport Sponsors

A. General.

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

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the 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 the 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 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 state.252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12010 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 11988 – 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 Governmentwide Debarment and Suspension (Nonprocurement).
- 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 – Nonprocurement 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 – Governmentwide 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.1

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 the 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 these regulations 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-22, 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 the 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 the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of the 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 the 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 the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the 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 the 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 the 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 the grant, the total cost of the project in connection with which the 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 the 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 the 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 the 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 the 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 the grant agreement, and, upon approval of the Secretary, shall be incorporated into the grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the 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;
 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
 - i. furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - ii. 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 by 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 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 the 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:
 - i. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - ii. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

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

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

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

29. Airport Layout Plan.

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

except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

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

- 32. Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
- 33. Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 34. Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 35. Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
- 36. Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
- 37. Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract 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 DBE and 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 the grant 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 1986 (31 U.S.C. 3801).
- 38. Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.
- 39. Competitive Access.**
- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of Title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - i. Describes the requests;
 - ii. Provides an explanation as to why the requests could not be accommodated; and
 - iii. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

- c. 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

STATE GRANT ASSURANCES

1. **Title Evidence To Existing Airport Property.** Sponsor certifies that it holds satisfactory evidence of title to all existing airport property and avigation easements.
2. **Control of Airport.** The Sponsor agrees to continue to control the airport, either as owner or as lessee, for _____ years following receipt of the last payment from this grant. Applicable agreement periods are as follows:
 - a. Land interests - Fifty (50) years.
 - b. Improvements – Useful life, as determined by the Commission.
3. **Audit of Records.** The Sponsor must maintain all records including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of the grant agreement and any extension thereof, and for three (3) years from the date of final payment made under the grant agreement.
4. **Nondiscrimination Clause.** The Sponsor shall comply with all state and federal statutes applicable to the Sponsor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d and §2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*).
5. **Confidentiality.** The Sponsor shall not disclose to third parties confidential factual matters 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.
6. **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.
7. **Safety Inspection.** The Sponsor shall eliminate all deficiencies identified in its most recent safety inspection letter. If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies.
8. **Land Interests.** When grant funds are used to pay for land or aviation easements, the following requirements apply:
 - a. Acquisition of Land - Fee Simple Title: The Sponsor shall obtain a qualified attorney's title opinion to assure the Sponsor receives fee simple title, free and clear of any encumbrance that could adversely affect the operation, maintenance or development of the airport. The attorney's title opinion shall be furnished by the Sponsor to the Commission for review. The Sponsor shall acquire the property in fee simple absolute by general warranty deed from the grantors. A copy of the deed shall be furnished to the Commission for review. The Sponsor shall record the deed in the land records of the county recorder's office in the county where the airport is located.
 - b. Acquisition of Avigation Easements: The Sponsor shall obtain a qualified attorney's title opinion to assure that the Sponsor has obtained the required interest in and to the easements to be acquired, free and clear of any encumbrances that would be incompatible with or would interfere with the exercise and enjoyment by the Sponsor of the rights and interests conveyed, and that the grantors of easements constituted all of the owners of the land affected by the easements.
 - c. Land Cost Reimbursement by Federal Government Use as Local Share Only: Since it is the intent of the state of Missouri that funds provided under the Agreement be used only for aeronautical purposes, the Sponsor hereby covenants and agrees that it will not request reimbursement from the United States Government for the cost of land acquired with the funds granted under this Agreement; provided, however, that nothing in this

paragraph shall be construed to prevent the Sponsor from using all or any part of the acquisition cost of this land to make up its share of eligible project costs incurred under any airport development grant from the United States Government.

- d. Aeronautical Use: If land interests are not used for aeronautical purposes within five (5) years, the Sponsor shall at the request of the Commission return the full amount of those grant funds used to purchase the land interests. The Sponsor may request an extension of this time period in writing to the Commission.

9. Airport Use. The Sponsor agrees to operate the airport for the use and benefit of the public. The Sponsor further agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds and classes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Commission. Otherwise, at no time shall the airport be closed to accommodate a non-aeronautical event or activity.

10. Safe Operation of Airport. The Sponsor agrees to operate and maintain in a safe and serviceable condition the airport and all connected facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States. The Sponsor further agrees that it will not permit any activity on the airport's grounds that would interfere with its safe use for airport purposes. Nothing contained in this Agreement shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, ice, or other climatic conditions interfere with safe operations.

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: City of Osage Beach, Missouri

Airport: Grand Glaize - Osage Beach Airport

Project Number: 23-045A-1

Description of Work: Master Plan Update

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting “yes” represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting “No” represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If “No” is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor’s and sub-recipient’s officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor’s or sub-recipient’s officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Osage Beach, Missouri

Name of Sponsor's Authorized Official: Mr. Mike Welty

Title of Sponsor's Authorized Official: Assistant City Administrator

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

**Drug-Free Workplace
Airport Improvement Program Sponsor Certification**

Sponsor: City of Osage Beach, Missouri

Airport: Grand Glaize - Osage Beach Airport

Project Number: 23-045A-1

Description of Work: Master Plan Update

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Grand Glaize - Osage Beach Airport

Address: 957 Airport Road, Osage Beach, MO 65065

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Osage Beach, Missouri

Name of Sponsor's Authorized Official: Mr. Mike Welty

Title of Sponsor's Authorized Official: Assistant City Administrator

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of Osage Beach, Missouri

Airport: Grand Glaize - Osage Beach Airport

Project Number: 23-045A-1

Description of Work: Master Plan Update

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
 - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- ☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
 - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- ☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes ☐ No ☐ N/A
13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
 - b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
 - c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).
- ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “no” response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Osage Beach, Missouri

Name of Sponsor's Authorized Official: Mr. Mike Welty

Title of Sponsor's Authorized Official: Assistant City Administrator

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 7, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Ty Dinsdale, Airport Manager

Agenda Item:

Bill 23-89 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Crawford, Murhpy, and Tilly for consulting services at the Grand Glaize Airport for the Airport Layout Plan Update Project for an amount not to exceed \$481,000. *First Reading*

Requested Action:

First Reading of Bill #23-89

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 all of the paper completed by the end of the year, so we kick this project off in January 2024.

Budgeted Item:

Yes - partially budgeted in FY2023 and FY2024 currently.

Budget Line Information (if applicable):

47-00-774128 Airport Capital - FY2024 Operating Budget

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 and ALP plan updates at both airports. All work for this project will be done in 2024.

The last Airport Layout Plan that we did was back in the early 2000s and all work related to that plan has been completed. This new ALP plan will focus on the future of both airports, including future plans for hanger expansion, new or renovated terminals, future pavement maintenance, and much more.

Project costs will be \$481,000 (This project is 90% grant funded through the FAA)
Project Budget = \$485,000 (includes IFE completed in 2023)

This project was supposed to kick off at the end of summer 2023, so we had budgeted for half of this work to be done in 2023 and half in 2024. Unfortunately, we were not able to start as early as we wanted, so we will need to carry the funds budgeted for 2023 forward to 2024.

I recommend approval

City Attorney Comments:

Per City Code 110.230, Bill 23-89 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR PROFESSIONAL SERVICES AT THE GRAND GLAIZE AIRPORT IN THE AMOUNT OF \$481,000.

WHEREAS, the City of Osage Beach seeks to engage a company to perform professional services for a layout plan at Grand Glaize 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 Four Hundred Eighty-One Thousand Dollars. (\$481,000.00)

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.89 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. 23.89.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, Clerk

Airport Name: Grand Glaize Airport
Project No.: 23-045A-1
County: Camden

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, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Grand Glaize 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 Grand Glaize 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 0% 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 0% 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 APPLICABL E TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)
Trekk 1411 E 104th Street, Kansas City, MO 64131	Surveying	\$40,559.23	100%	\$40,559.23	8.4%
TOTAL DBE PARTICIPATION				\$40,559.23	8.4%

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
Trekk	1411 E 104th Street, Kansas City, MO 64131	Field Surveys	\$40,559.23
NV5 Geospatial	45180 Business Court, Suite 800 Dulles, VA 20166	Aerial Survey & Mapping	\$64,565.00

(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 basis of a lump sum of **\$480,000.00**, 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 2022 (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.

(P) 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 Osage Beach, Missouri, by reason of which the Consultant consents to venue of any action against it in Camden 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		
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	Mr. Ty Sander, PE - Vice President & Aviation Group Manager		
CONSULTANT'S NAME	Crawford, Murphy & Tilly, Inc.		
CONSULTANT'S ADDRESS	One Memorial Drive Suite 500 St. Louis, MO 63102		
PHONE	(314) 436 5500	FAX	N/A
E-MAIL ADDRESS	tsander@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

By: _____
Signature

By: _____
Signature

Title: Vice President & Aviation Group
Manager

Title: Assistant City Administrator

ATTEST:

ATTEST:

By: _____
Signature

By: _____
Signature

Title: _____

Title: _____

EXHIBIT I

PROJECT DESCRIPTION

1. Develop/update the airport layout plan (ALP) and Exhibit A for existing airport.
2. Develop a Master Plan for existing airport.

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:

All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, current Minimum Standards for Property Boundary Surveys as established by the Department of Natural Resources, Division of Geology and Land Survey of the State of Missouri, 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.

Notes:

For Final documents that are required to be sealed, signed, and dated, electronic submittal is acceptable to the MoDOT when the Consultant has electronic signature capabilities.

For documents not required to be sealed, signed, and dated, electronic submittal is acceptable to the MoDOT.

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. All payments to landowners or tenants associated with the acquisition of the required property rights prior to or concurrent with closing.
6. All staff, procedures and activities related to acquiring the property , including but not limited to appraisals, reviews, negotiations, relocation assistance and eminent domain.
7. 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.
8. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.
9. Disadvantaged business enterprise (DBE) goals for the project based upon proposed bid items, quantities and opinions of construction costs.
10. Guidance for assembling bid package to meet Sponsor's bid letting requirements.
11. Designate contact person (see Section (23)(A)).
12. Pay costs for title searches.

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

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

E. Other Services

1. Master Plan Update
2. ALP Update
3. Exhibit A Update

(365) calendar days
after receipt of NTP

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

Grand Glaize-Osage Beach Airport (K15)
Kaiser/Lake Ozark, Missouri
AIRPORT MASTER PLAN
BASIC SERVICES - PLANNING
January 20, 2023

1 DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
		(2023 rates)	
Principal	0	98.40	\$0.00
Project Engineer II	0	79.33	\$0.00
Project Engineer I	270	63.00	\$17,010.00
Project Manager II	0	75.74	\$0.00
Project Manager I	174	60.91	\$10,598.34
Sr. Engineer I	16	46.69	\$747.04
Technical Manager II	0	53.60	\$0.00
Engineer I	0	35.40	\$0.00
Sr. Planner I	671	44.97	\$30,174.87
Planner I	952	35.45	\$33,748.40
Land Surveyor	20	47.34	\$946.80
Sr. Technician I	566	44.22	\$25,028.52
Technician II	0	36.46	\$0.00
Technician I	0	30.78	\$0.00
Project Administrative Assistant	0	28.99	\$0.00
	2,669		

Total Direct Salary Costs = \$118,253.97

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

2a Percentage of Direct Salary Costs @ 172.12 % = \$203,538.73

3 SUBTOTAL:

Items 1 and 2a = \$321,792.70

4 PROFIT:

15 % of Item 3 Subtotal* = \$48,268.91

*Note: 0-15% Typical

Subtotal = \$370,061.61

5 OUT-OF-POCKET EXPENSES:

a. Mileage	4280	Miles @	\$0.560 / Mile =	\$2,396.80
b. Meals	3	Days @	\$36.00 / Day =	\$108.00
c. Motel	3	Nights @	\$150.00 / Night =	\$450.00
e. Printing and Shipping			=	\$1,500.00

Total Out-of-Pocket Expenses = \$4,454.80

6 SUBCONTRACT COSTS:

a. Field Survey - Trekk Surveying = \$40,559.23
b. Aerial Mapping & Imagery - Quantum Spatial = \$64,565.00
= \$105,124.23

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 (ROUNDED) = \$480,000.00

Exhibit V																
DERIVATION OF CONSULTANT PROJECT COSTS																
Grand Glaize-Osage Beach Airport (K15)																
AIRPORT MASTER PLAN																
BASIC SERVICES - PRELIMINARY, DESIGN AND BIDDING																
Kaiser/Lake Ozark, Missouri																
January 20, 2023																
Classification:	Principal	Project	Project	Project	Project		Technical								Project	Other
Gross Hourly Rate:	\$307.93	Engineer II	Engineer I	Manager II	Manager I	Sr. Engineer I	Manager II	Engineer I	Sr. Planner I	Planner I	Land Surveyor	Sr. Technician	Technician II	Technician I	Administrative Assistant	Costs
		\$248.25	\$197.15	\$237.02	\$190.61	\$146.11	\$167.73	\$110.78	\$140.73	\$110.94	\$148.14	\$138.38	\$114.10	\$96.32	\$90.72	\$0.00
PLANNING SERVICES																
1. PROJECT FORMULATION																
1.1	Project Scope Preparation		16		8				10							
1.2	Quality Assurance Plan								6	6						
1.3	Kickoff Meeting		16		8				24							
1.4	Airport Objectives & Guiding Principles		8		4				16							
2. INVENTORY OF EXISTING CONDITIONS																
2.1	Airfield Inventory		4						8	16		2				\$ 341.64
2.2	General Aviation/Terminal Facilities Inventory		4						2	4		1				
2.3	Landside/Support Facilities Inventory								2	4		1				
2.4	Meteorological Conditions								2	2		1				
2.5	Utilities Inventory		4						6	8		3				
2.6	Regional Setting & Land Use Inventory								4	4		2				
2.7	Access and Circulation								1	2		4				
2.8	Environmental Inventory		4						4	8		2				
2.9	Inventory Working Paper		4		4				30	40						
3. DEMAND PROJECTIONS																
3.1	Business, Population, & Socioeconomic Data		2						6	8						
3.2	Historical Aeronautical Activity		2						6	8						
3.3	General Aviation (GA) Forecast - Operations & Based Aircraft				8				10	22						
3.4	Identify Existing/Future Critical Aircraft								8	8						
3.5	Forecast Working Paper		4		4				20	8						
3.6	Forecast Review and Approval				6				16	10						
4. FACILITY REQUIREMENTS																
4.1	Airfield Capacity Analysis								2	6						\$ 341.64
4.2	Airfield Requirements		4						8	20		8				
4.3	General Aviation Facilities		8						8	20		8				
4.4	Landside/Support Analysis		8						6	18		8				
4.5	Land Use Development Requirements								8	18		8				
4.6	Facility Requirements Working Paper		4		4				30	30						
5. ALTERNATIVES ANALYSIS																
5.1	Airfield Alternatives (Up to 3 concepts)		4						10	30		16				
5.2	General Aviation Facility Alternatives (Up to 3 concepts)		6						30	70		16				
5.3	Landside/Support Alternatives (Up to 2 concepts)		6						10	24		12				
5.4	Land Use Developments (Up to 2 concepts)		4						4	16		12				
5.5	Environmental & Sustainable Considerations		2						10	62		8				
5.6	Working Sessions/Meetings (Up to 3 sessions)		8						16	16						
5.7	Preferred Development Plan								10	20						
5.8	Alternatives Analysis Working Paper		4		4				20	30		6				
6. IMPLEMENTATION PLAN/CIP																
6.1	Implementation Plan & Capital Improvement Plan		16			8			10	22						
6.2	Financial Analysis and Funding Options		8			8			6	6						
6.3	Implementation Plan/CIP Working Paper		16		4				10	30						
7. STAKEHOLDER/PUBLIC ENGAGEMENT																
7.1	Webpage Coordination and Design									24						
7.2	General Tenant Information Meetings (up to 2 meetings)								12	30		8				\$ 1,135.76
7.3	City Leadership Presentations (up to 2 presentations)		8		16				12	30		8				\$ 1,135.76
8. MASTER PLAN REPORT																
8.1	Master Plan Report		4						20	40						
8.2	Executive Summary		4		2				12	20						
8.3	Summary of Documentation and Deliverables								12	12						
9. PRELIMINARY AGIS EFFORTS																
9.1	Project Creation and AGIS Website				2				2							
9.2	Project Statement of Work (SOW)				4											
9.3	Project Plans				4											
10. FIELD SURVEYS																
10.1	Survey Plan				8						4	4				\$ 40,559.23
10.2	Imagery Surveys				2											
10.3	Mapping Field Surveys				4				4		8	4				
11. AERIAL PHOTOGRAPHY & MAPPING																
11.1	Collection of Aerial Imagery								10	14		4				\$ 64,565.00
12. DEVELOPMENT OF GIS DATA																
12.1	New GIS Data Development (By Data Set)				8				6	10		80				
12.2	QA/QC Reviews				2				2			4				
12.3	Final Project Report and Data Submittal				24						8	8				
13. AIRPORT LAYOUT PLAN																
13.1	Coversheet								4	2		4				
13.2	Existing Airport Layout Drawing		4						8	16		32				
13.3	Future Airport Layout Drawing		4						4	12		24				
13.4	Airport Data Tables Sheet								2	8		12				
13.5	Terminal Area Plan Drawing (1 sheet)								4	12		32				
13.6	Airport Airspace Sheets (up to 3 sheets)								2	16		36				
13.7	Inner Portion of the Approach Surface Drawings (up to 4 sheets)								8	32		100				
13.8	Runway Departure Surface Drawing (up to 4 sheets)								4	8		32				
13.9	Vicinity Aerial/Land Use Drawing								1	4		12				
13.10	Property Map		4						1	12		24				
13.11	Airspace Determination and Coordination/Edits		6						4	12		4				
13.12	ALP Document/Deliverables				4				12	8		16				\$1,500.00
14. EXHIBIT A																
14.1	Data Gathering and Review of Documents		4		20				2	2						
14.2	Exhibit 'A' Property Line Map		4		20				2	2						
14.3	Documentation and Deliverables		2						2	2						
15. PROJECT MANAGEMENT																
15.1	Project Progress Reports		12						40	8						
15.2	Biweekly Status Coordination		24						50	10						
15.3	Project Administration/Coordination & General Planning		24						50	10						
15.4	FAA Deliverable Review Coordination															
Total hours =	2,669	0	0	270	0	174	16	0	0	671	952	20	566	0	0	(10, 11)
Total =	\$479,640.64	\$0.00	\$0.00	\$53,230.75	\$0.00	\$33,166.23	\$2,337.77	\$0.00	\$0.00	\$94,428.63	\$105,611.57	\$2,962.90	\$78,323.75	\$0.00	\$0.00	\$109,579.03
SUBTOTAL =																
ROUNDED GRAND TOTAL =																

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies

(3) Vendor Services
(4) Permit Fees

(5) Printing and Shipping

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 7, 2023
Originator: Mikeal Bean, IT Manager
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Motion to approve the purchase of 8 new networking expansion modules and necessary hardware from Forward Slash Technologies for an amount not to exceed \$31,919.44

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: 10-19-774267 Communication Equipment

FY2023 Budgeted Amount: \$33,956

FY2023 Expenditures to Date (11/20/23): (\$ 0.00)

FY2023 Available: \$33,956

FY2023 Requested Amount: \$31,919.44

Department Comments and Recommendation:

We budgeted for the replacement of multiple networking switches in 2023. These switches replace the last of the older model, Juniper switches that we are still using. These switches are out of warranty and more than 12 years old.

We are replacing these switches with expansion modules that plug directly into the recently replaced core switch, purchased, installed and configured in 2022 from Forward Slash Technologies. For this reason, we are purchasing these expansion modules from Forward Slash as well. By using the same vendor for this work, it will allow for a seamless installation and configuration. Their pricing comes from Microsoft's

government purchasing program and is the same pricing we would receive no matter the vendor. If approved, Forward Slash will be on site to install these devices in the January/February 2024 timeframe.

Section 135.070 B.1.b

Sole Source Procurement. A contract may be awarded without competition when it has been determined by the City Administrator that there is only one (1) feasible source.

1. Defined. A sole source is defined as follows:

a. Proprietary. When there is no substitute for items deemed necessary or a product is only available from one (1) manufacturer or single distributor; and/or

b. History. When the City purchases from the same vendor as it has in the past for the purpose of staying consistent.

I recommend approval

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's determination of the sole source purchase and recommendation to approve.



Quotation

Forward Slash Technology

12825 Flushing Meadows Drive
Suite 100
Saint Louis Missouri 63131
Phone:314-403-1230

Date	Expiry Date	Quotation #
10/30/2023	11/13/2023	Quot13016

Quotation To:
The City of Osage Beach 1000 City Parkway Osage Beach, MO 65065 UNITED STATES

Attention:
Mikeal Bean 573-302-2000 x1090 mbean@osagebeach.org

Name	Item Type	Description	Quantity	Unit Price	Total
HPE Expansion Module X24	Product Item	HPE Expansion module - Gigabit Ethernet (PoE+) x 24 - for HPE 5406R z12, 5406R-44G-PoE+/2SFP+ v2, 5406R-44G-PoE+/4SFP v2, 5406R-8XGT/8SFP+ v2	8.00	\$3,726.63	\$29,813.04
Rack - 2 post, 45U, 19"	Product Item	Tripp Lite SmartRack 45U Heavy-Duty 2-Post Open Frame Rack, 12-Inch Deep Rack open frame - 12" deep - 2-post - black - 45U - 19"	1.00	\$599.30	\$599.30
Rack - 24U, 19", 2-post	Product Item	StarTech.com 24U 19" Wall Mount Network Rack, Adjustable Depth 12-20" 2 Post Open Frame Server Room Rack for AV/Data/ IT Communication/Computer Equipment/Switch with Cage Nuts & Screws, black	1.00	\$409.50	\$409.50
Cable Management - Vertical	Product Item	Panduit NetRunner Vertical Cable Management - Rack cable management panel (vertical) - black - 22U	2.00	\$144.20	\$288.40
Cable Management - Vertical, 45U	Product Item	Panduit NetRunner - Rack cable management panel (vertical) - black - 45U	2.00	\$404.60	\$809.20

Total:	\$31,919.44
Tax Value:	\$0.00
Grand Total :	\$31,919.44

Summary:

Client will be billed Time & Materials for this project.

Terms And Conditions:

*** THIS IS NOT AN INVOICE ***

*** SHIPPING IS NOT INCLUDED IN THIS QUOTATION ***

*** Please be advised, due to global supply chain issues related to Covid 19 and the current lack of hardware availability, FST prices can only be guaranteed for 24 hours from the date of this quote. ***

Approval Signature _____ Date _____

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 7, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Motion to approve the purchase of multiple sewer pumps from Municipal Equipment for a not to exceed amount of \$249,036.00, plus shipping costs.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - Some of these pumps are badly needed and need to be ordered asap.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 35-00-743300 Repair to System

FY2023 Budgeted Amount:	\$2,000,000
FY2023 Expenditures to Date (11/27/23):	(\$ 1,421,640.92)
FY2023 Available:	\$578,359.08

FY2023 Requested Amount:	\$249,036.00
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Department Comments and Recommendation:

This is a purchase of 18 pumps for various stations from Municipal Equipment. This is our second order for pumps within the last month or so as we continue to replace some of these broken or missing pumps that we have been discussing. Some of these pumps may not arrive until 2024, so a partial carry over may be necessary. Pressure tests have been completed on the station that these pumps will be installed in to ensure that a properly sized pump is being installed.

I recommend approval

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

REVISED QUOTE

Mr. Nathan Earp
City of Osage Beach, MO

DATE: November 27, 2023

RE: Osage Beach, MO
Replacement Pumps

Dear Nathan,

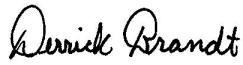
Following are prices for the requested replacement pumps:

- Two (2) Sulzer model PE125/2 submersible grinder pump with a 16.8 horsepower, 3450 RPM, 460 volt 3 phase motor and 32' or power/control cable
PRICE EACH.....\$11,079.00-25% = \$8,309.25 each
TOTAL PRICE...\$16,618.50 + freight
- Three (3) Sulzer model XFP100G CB1.4 PE210/4 submersible pump with a 4" discharge connection and a 28 horsepower, 1780 RPM, 460 volt, three phase motor and 49' of power/control cable, Non witnessed hydraulic and vibration test
PRICE EACH.....\$21,675.00 – 25% discount = \$16,256.25 each
TOTAL PRICE...\$48,768.75 + freight
- Two (2) Sulzer model XFP100E CB1.4 PE105/4 submersible pump with a 4" discharge connection and a 14 horsepower, 1780 RPM, 460 volt 3 phase motor and 49' of power/control cable.
PRICE EACH.....\$10,728.00 – 25% = \$8,046.00
TOTAL PRICE...\$16,092.00 + freight
- Four (4) Sulzer model XFP101G CB1.4 PE185/2 submersible pump with a 4" discharge connection and a 25 horsepower, 3450 RPM, 460 volt, three phase motor and 49' of power/control cable, Non witnessed hydraulic and vibration test
PRICE EACH.....\$18,428.00 – 25% discount = \$13,821.00 each
TOTAL PRICE...\$55,284.00 + freight
- Two (2) Sulzer model XFP100G CB1.5 PE210/4 submersible pump with a 4" discharge connection and a 28 horsepower, 1780 RPM, 460 volt, three phase motor and 49' of power/control cable, Non witnessed hydraulic and vibration test
PRICE EACH.....\$21,675.00 – 25% discount = \$16,256.25 each
TOTAL PRICE...\$32,512.50 + freight
- Two (2) Sulzer model XFP100G CB1.7 PE210/4 submersible pump with a 4" discharge connection and a 28 horsepower, 1780 RPM, 460 volt, three phase motor and 49' of power/control cable, Non witnessed hydraulic and vibration test
PRICE EACH.....\$21,675.00 – 25% discount = \$16,256.25 each
TOTAL PRICE...\$32,512.50 + freight

Three (3) Sulzer model XFP100G CB1.6 PE185/4 submersible pump with a 4” discharge connection and a 25 horsepower, 1780 RPM, 460 volt, three phase motor and 49’ of power/control cable, Non witnessed hydraulic and vibration test
PRICE EACH.....\$20,999.00 – 25% discount = \$15,749.25 each
TOTAL PRICE...\$47,247.75 + freight

I look forward to hearing from you. Please let me know if there are any questions or comments concerning this item.

Sincerely,



Derrick Brandt

General Notes and Comments:

- The prices shown above DO NOT include associated freight costs
- Payment terms for this order would be: **NET 30 Days**
- Visa and MasterCard are accepted with a 4.5% processing fee
- The prices shown above DO NOT include installation or startup. If required please add \$1,500 per day.
- The prices shown above do not include applicable taxes.
- Municipal Equipment Company **shall not, in any event, be liable** for indirect, special, consequential, or liquidated damages or penalties of any kind for any reason.
- Note that the pricing validity is for 30 days. Freight costs, material costs, and **delivery time frames are extremely volatile** at this time.
- The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. As with previous legislation, we are awaiting any additional guidance for the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. We cannot make any guarantee that this scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted should not be construed as meeting such Buy America requirements - unless explicitly stated otherwise.

If you would like to place an order for this equipment, please sign below and return to our office.

Accepted by

Company

Date

- Camden County Road Property Tax Questions (*City Treasurer, K Bell/City Attorney, Cole Bradbury*)
 - Pending county audit report update.
- Capital Replacement Plan – LO/OB Joint Sewer Plant (*City Administrator, J Woods*)
 - Pending inventory reconciliation; in process, completion November.
- Guideline Evaluation
 - Design Guideline Revisions - Street Lights (*Asst. City Administrator, M Welty*)
 - Mayor/Board discussion/draft review December.
 - Incentive Guideline Revisions (*City Administrator, J Woods*)
 - Draft completion estimated December/January.
- Personnel (*HR Generalist, M Raye*)
 - Employee Benefits – re: LAGERS
 - Workshop schedule for January 11, 2023, 6 PM.
 - Employee 360 Feedback Process
 - To be included in the Employee Eval process 1st Quarter annually.
- Project Updates / Related Budgeted Items Update
 - Park Master Plan (*Parks & Recreation Mgr, E Gregory*)
 - FY2024 Budget partial inclusion; Project and cost estimate list to be completed in November.
 - Sidewalk Master Plan (*Asst. City Administrator, M Welty*)
 - Updated plan for Mayor/Board discussion December.
 - Swiss Village Treatment Plan (*Public Works Department*)
 - Evaluation study to be completed soon; update on conclusions in December.
 - Tan Tar A Master Plan re: Infrastructure (*Asst. City Administrator, M Welty*)
 - FY2024 Budget partial inclusion as required by other factors; Project list to be discussed during budget workshops in October/pending contract details reconciliation.
 - Tan Tar A Estates Utilities Current Contract Explanation / Rate / Funding Review (*City Attorney, C Bradbury / City Administrator, J Woods*)
 - Remains in process/reconciling contract details; completion TBD.

City Staff contact noted in parenthesis.

- Notes estimated delivery/status.