

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 21, 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 December 7, 2023
- ▶ Bills List - December 21, 2023

UNFINISHED BUSINESS

- A. Public Hearing - City of Osage Beach FY2024 Operating Budget; total proposed draft v3 budget expenditures for FY2024 are \$45,472,158.
- 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. *Second 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. *Second 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. *Second Reading*
- E. Bill 23-87 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Crawford, Murphy, 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. *Second 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. *Second 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. *Second Reading.*

NEW BUSINESS

- A. Bill 23-91 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 22.94 Adopting the 2023 Annual Operating Budget, Transfer of Funds for Necessary Expenditures. *First and Second Reading*
- B. Bill 23-92 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Four Seasons Plumbing to complete the Lift Station Rehab 2023 project for an amount not to exceed \$224,080. *First Reading*
- C. Bill 23-93 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a

contract with Thomas Construction Company for the Parks Maintenance Building Restroom Addition for an amount not to exceed \$203,304.00 *First Reading*

- D. Bill 23-94 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Ballparks National to manage the hardball fields at the Osage Beach City Park and adjacent concession stand, the 'Ballfield Complex', for a term to commence February 1, 2024, and conclude October 31, 2024. *First and Second Reading*
- E. Resolution 2023-05 - A resolution of the City of Osage Beach, Missouri, re-appointment to the Board of Directors of the Osage Beach Commons Community Improvement District, Richard Ross, Alderman and Non-City Directors Cyrus Beckham and Tim Lowe.
- F. Motion to approve Citizens Appointments to the Board of Adjustments and Planning Commission
- G. Motion to change the date of the January 4, 2024, 5:30 PM, Board of Aldermen meeting to January 3, 2024, 5:30 PM.
- H. Motion to approve bad debt/write off for Lee C Fine and Grand Glaize Airport Funds in the amount of \$0, Water and Sewer Funds in the amount of \$2,505, and the Ambulance Fund in the amount of \$136,423.
- I. Motion to approve the purchase of a Tymco 435 Regenerative Air Sweeper through MODoT Contract #IFB60522CO02421 for an amount not to exceed \$149,452.00
- J. Motion to approve the installation of 2 Vapex Odor Control units from Vapex Environmental for a cost not to exceed \$267,000.

STAFF COMMUNICATIONS

- A. Department Update List - December 21, 2023

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

ADJOURN

EXECUTIVE SESSION

- A. Notice is given that the agenda includes a roll call vote to close the meeting as allowed by RSMo. Section 610.021 (1) Legal Actions, Causes of Action, or Litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

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
December 7, 2023**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, December 7, 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 Richard Ross, and Alderman Kellie Schuman. Absent Alderman Kellie Schuman and Alderman Kevin Rucker. City Clerk Tara Berreth was present and performed the duties for the City Clerk's office.

Appointed and Management staff present City Administrator Jeana Woods, Assistant City Administrator Mike Welty, Police Chief Todd Davis, Building Official Ron White, Building Official Ron White, Parks and Rec Manager Eric Gregory, Airport Manager Ty Dinsdale, City Treasurer Karri Bell, and City Planner Cary Patterson.

CITIZEN'S COMMUNICATIONS

No citizens comments.

APPROVAL OF CONSENT AGENDA

Alderman Marose made a motion to approve the Consent Agenda. This motion was seconded by Alderman Hoffman. Motion passes with voice vote. Absent Alderman Rucker and Alderman Schuman.

UNFINISHED BUSINESS

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*

Alderman Ross made a motion to approve the second reading of Bill 23-83. This motion was seconded by Alderman Hoffman. A roll call was taken to approve the second and final reading of Bill 23-83 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman Rucker Alderman O'Steen, Alderman Hoffman, Alderman Ross. Bill 23-83 was passed and approved as Ordinance 23.83. Absent Alderman Rucker and Alderman Schuman

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*

Alderman Marose made a motion to approve the second reading of Bill 23-84. This motion was seconded by Alderman Hoffman. A roll call was taken to approve the second and final reading of Bill 23-84 and to pass same into ordinance: "Ayes", Alderman Marose, Alderman O'Steen, Alderman Hoffman, Alderman Ross, and Alderman Rucker. Bill 23-84 was passed and approved as Ordinance 23.84. Absent Alderman Rucker and Alderman Schuman.

NEW BUSINESS

Mayor Harmison asked that Bill 23-85 be moved before the Public Hearing. There were no objections from the Board of Aldermen.

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*

Alderman Ross made a motion to approve the first reading of Bill 23-85. This motion was seconded by Alderman Hoffman. Motion passes with voice vote. Absent Alderman Rucker and Alderman Schuman.

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

Alderman Ross made a motion to close the public hearing. This motion was seconded by Alderman Marose. Motion passes with voice vote. Absent Alderman Rucker and Alderman Schuman

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*

Alderman Schuman joined the meeting at 6:17 pm

Alderman Hoffman made a motion to amend draft budget version 2 to remove the funding for the parking lot reconstruction from the Parks Budget. This motion was seconded by Alderman Marose. Motion passes with voice vote. Absent Alderman Rucker.

Alderman Hoffman made a motion to amend draft budget version 2 to add back in the funding for the 2 positions that were removed from version 1 back into the General Fund. This motion was seconded by Alderman O'Steen. Motion passes with voice vote. Absent Alderman Rucker.

Alderman Hoffman made a motion to amend draft budget version 2 to remove the funding from the Water Budget for the purchase of a water truck to replace the F250 2012. This motion was seconded by Alderman Ross. Motion passes with voice vote. Absent Alderman Rucker.

Alderman Ross made a motion to amend draft budget version 2 to remove the funding from the Transportation Department for the following drainage projects Summit Circle, Gerrard, Lois, Bellwood, Proctor, and Zebra. This motion was seconded by Alderman Hoffman. Motion passes with voice vote 4 ayes and 1 nay. Ayes Alderman Ross, Alderman Hoffman, Alderman Schuman, and Alderman Marose. Nay Alderman O'Steen. Absent Alderman Rucker.

Alderman Ross made a motion to amend draft budget version 2 to remove the funding from the Transportation Budget for the Street Sweeper. This motion was seconded by Alderman Marose. Motion fails with voice vote 2 ayes and 3 nays. Ayes Alderman Ross, Alderman Marose. Nays Alderman O'Steen, Alderman Hoffman, and Alderman Schuman. Absent Alderman Rucker.

Alderman Ross made a motion to amend draft budget version 2 to remove the funding from the Grand Glaize Airport Budget for the cable burial project. This motion was seconded by Alderman Hoffman. Motion passes with voice vote. Absent Alderman Rucker.

Alderman Ross made a motion to amend draft budget version 2 to remove the funding from the Grand Glaize Airport Budget for the fuel truck. This motion was seconded by Alderman Schuman. Motion passes with voice vote. Absent Alderman Rucker.

Alderman Ross made a motion to approve the first reading of Bill 23-90 with 6 (six) Budget amendments. This motion was seconded by Alderman Marose. Motion passes with voice vote. Absent Alderman Rucker.

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*

Alderman Marose made a motion to approve the first reading of Bill 23-86. This motion was seconded by Alderman O'Steen. Motion passes with voice vote. Absent Alderman Rucker.

Bill 23-87 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Crawford, Murphy, 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*

Alderman Hoffman made a motion to approve the first reading of Bill 23-87. This motion was seconded by Alderman Schuman. Motion passes with voice vote. Absent Alderman Rucker.

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*

Alderman Ross made a motion to approve the first reading of Bill 23-88. This motion was seconded by Alderman Marose. Motion passes with voice vote. Absent Alderman Rucker.

Bill 23-89 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Crawford, Murphy, 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*

Alderman Hoffman made a motion to approve the first reading of Bill 23-89. This motion was seconded by Alderman Marose. Motion passes with voice vote. Absent Alderman Rucker.

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.

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

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.

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

STAFF COMMUNICATIONS

City Administrator Woods – January 11, 2024, Lagers Workshop - Please give questions to Michael Raye. More information on the sewer rates changes is forth coming.

Asst. City Administrator Welty – A couple of offer letters for new sewer employees, interviews to fill some empty spots in transportation will be happening in the next week.

Police Chief Davis -Shop with a cop Tuesday December 11 at Walmart. Working hard a filling the empty positions.

Airport Manager Dinsdale – Storm damage repair from last year has started.

Parks and Rec Manager - Holiday lights event is going on every evening from 5pm – 9pm through December 31st.

City Planner Patterson - Planning Commission will be moving to 5:30pm

A. Department Update List - December 7, 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.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman Hoffman – Thank you for all the work on the budget. The Christmas tree looks amazing.

Alderman O'Steen – Recognize Tom Walker – Leaf Pickup update.

Welty just a little behind one of the leaf machines is broken but working hard to get caught up.

Alderman Marose – Recognize Tom Walker -

Alderman Ross – Great job to Doug Damron on decorating for Christmas. Nicks True Value still has candy land for kids that need Christmas presents.

Alderman Hoffman made a motion to adjourn at 8:00 pm. This motion was seconded by Alderman Schuman.

ADJOURN

The meeting adjourned at 8:00 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 December 7, 2023, and approved December 21, 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 21, 2023**

Bills Paid Prior to Board Meeting	\$	407,746.22
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Payroll Paid Prior to Board Meeting	\$	212,032.32
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SRF Transfer Prior to Board Meeting

TIF Transfers

Bills Pending Board Approval	\$	106,232.11
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Total Expenses	\$	726,010.65
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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PAYROLL DEDUCTIONS	1,252.00	
			ADJUST PAYROLL DEDUCTIONS	104.00	
			ADJUST PAYROLL DEDUCTIONS	14.00	
			Dental Insurance Premiums	660.00	
			Dental Insurance Premiums	660.00	
			Dental Insurance Premiums	660.00	
			Dental Insurance Premiums	660.00	
			Dental Insurance Premium	117.00	
			Dental Insurance Premium	117.00	
			Dental Insurance Premium	108.00	
			Dental Insurance Premium	108.00	
			Health Insurance Contribut	1,163.25	
			Health Insurance Contribut	1,163.25	
			Health Insurance Contribut	1,163.25	
			Health Insurance Contribut	1,163.25	
			Health Insurance Contribut	772.20	
			Health Insurance Contribut	772.20	
			Health Insurance Contribut	772.20	
			Health Insurance Contribut	772.20	
			Vision Insurance Contribut	104.50	
			Vision Insurance Contribut	104.50	
			Vision Insurance Contribut	104.50	
			Vision Insurance Contribut	104.50	
			Vision Insurance Contribut	24.00	
			Vision Insurance Contribut	24.00	
			Vision Insurance Contribut	22.00	
			Vision Insurance Contribut	22.00	
			Vision Insurance Contribut	48.00	
			Vision Insurance Contribut	48.00	
			Vision Insurance Contribut	48.00	
			Vision Insurance Contribut	48.00	
			MO DEPT OF REVENUE	State Withholding	4,186.00
				State Withholding	2,283.00
			INTERNAL REVENUE SERVICE	Fed WH	11,296.40
				Fed WH	6,515.00
				FICA	8,116.67
				FICA	4,069.17
				Medicare	1,898.30
				Medicare	951.69
			LEGALSHIELD	ADJUST PAYROLL DEDUCTIONS	15.79
				Pre-Paid Legal Premiums	106.66
				Pre-Paid Legal Premiums	106.66
				Pre-Paid Legal Premiums	106.66
				Pre-Paid Legal Premiums	106.66
			MISSIONSQUARE RETIREMENT	Loan Repayment	77.62
				Loan Repayment	111.88
				Loan Repayment	182.34
				Loan Repayment	139.12
				Loan Repayment	98.17
				Loan Repayment	153.05
				Loan Repayment	112.29
				Retirment 457 &	3,113.40
				Retirment 457 &	1,633.08
				Retirement 457	1,305.00
				Retirement 457	825.00
				Loan Repayments	166.79

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			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
			Retirment Roth IRA %	224.53
			Retirement Roth IRA	377.00
			Retirement Roth IRA	125.00
		AMERICAN FIDELITY ASSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	152.18
			American Fidelity	1,293.03
			American Fidelity	1,293.03
			American Fidelity	1,293.03
			American Fidelity	1,293.03
			American Fidelity	811.48
			American Fidelity	811.48
			American Fidelity	793.47
			American Fidelity	793.47
		TEXAS LIFE INSURANCE CO	ADJUST PAYROLL DEDUCTIONS	0.14-
			Texas Life After Tax	116.88
			Texas Life After Tax	116.88
			Texas Life After Tax	116.88
			Texas Life After Tax	116.88
		PRINCIPAL LIFE INSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	42.09
			ADJUST PAYROLL DEDUCTIONS	53.27
			Group Life Ins and Buy Up	14.73
			Group Life Ins and Buy Up	14.73
			Group Life Ins and Buy Up	14.73
			Group Life Ins and Buy Up	14.73
		OPTUM BANK INC	HSA Contribution	388.33
			HSA Family/Dep. Contributi	1,807.24
		ONE TIME VENDOR SEAN O'CONNOR	DEMO BOND RFND PERMIT 22-1	2,000.00
		THOMAS CONSTRUCTION	DEMO BOND RFND PERMIT 22-1	2,000.00
		ENRICH CONSTRUCTION &	DEMO BOND RFND PERMIT 23-1	2,000.00
		PRESERVE AT SYCAMORE C	DEMO BOND RFND PERMIT 23-1	2,000.00
		JOSEPH ELDER	DEMO BOND RFND PERMIT 23-1	2,000.00
		MIKE ROBERTS	DEMO BOND RFND PERMIT 23-1	2,000.00
			TOTAL:	86,176.73
Mayor & Board	General Fund	AT&T MOBILITY-CELLS	MAYOR CELL PHONE	47.61
			TOTAL:	47.61
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,452.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
		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
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	37.87
			Group Life Ins and Buy Up	37.87
			Group Life Ins and Buy Up	37.87
			Group Life Ins and Buy Up	37.87
			Short Term Disability Ins	22.20
			Short Term Disability Ins	22.20
			Short Term Disability Ins	22.20
			Short Term Disability Ins	22.20
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
			TOTAL:	9,374.61
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Dental Insurance Premium	4.50
			Dental Insurance Premium	4.50
			Dental Insurance Premium	4.50
			Dental Insurance Premium	4.50
			Health Insurance Contribut	143.50
			Health Insurance Contribut	143.50
			Health Insurance Contribut	143.50
			Health Insurance Contribut	143.49
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	1.00
			Vision Insurance Contribut	1.00
			Vision Insurance Contribut	1.00
			Vision Insurance Contribut	1.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	FICA	189.62
			Medicare	44.34
		MISSIONSQUARE RETIREMENT	Retirement 401%	31.83
			Retirement 401	190.99
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	2.63
			Group Life Ins and Buy Up	2.63
			Group Life Ins and Buy Up	2.63
			Group Life Ins and Buy Up	2.63
			Group Life Ins and Buy Up	2.63
			Group Life Ins and Buy Up	8.81
			Group Life Ins and Buy Up	8.81
			Group Life Ins and Buy Up	8.81
			Group Life Ins and Buy Up	8.81
			Short Term Disability Ins	11.10
			Short Term Disability Ins	11.10
			Short Term Disability Ins	11.10
			Short Term Disability Ins	11.10
		OPTUM BANK INC	HSA Contribution	18.75
			HSA Family/Dep. Contributi	75.00
			TOTAL:	4,256.76
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.01
			Health Insurance Contribut	287.01
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.02
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	FICA	611.03
			Medicare	142.91
		MISSIONSQUARE RETIREMENT	Retirement 401%	100.89
			Retirement 401	605.40
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	29.07
			Group Life Ins and Buy Up	29.07
			Group Life Ins and Buy Up	29.07
			Group Life Ins and Buy Up	29.07
			Short Term Disability Ins	29.60
			Short Term Disability Ins	29.60
			Short Term Disability Ins	29.60
			Short Term Disability Ins	29.60
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
			TOTAL:	8,722.53
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	101.69
			Medicare	23.78
		MISSIONSQUARE RETIREMENT	Retirement 401%	17.04
			Retirement 401	102.22
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	5.66
			Group Life Ins and Buy Up	5.66
			Group Life Ins and Buy Up	5.66
			Group Life Ins and Buy Up	5.66
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	2,886.65
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	365.38
			Medicare	85.45
		MISSIONSQUARE RETIREMENT	Retirement 401%	58.93
			Retirement 401	353.59
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	19.73

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	19.73
			Group Life Ins and Buy Up	19.73
			Group Life Ins and Buy Up	19.73
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
			Short Term Disability Ins	<u>7.40</u>
			TOTAL:	971.87
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	66.00
			Dental Insurance Premiums	66.00
			Dental Insurance Premiums	66.00
			Dental Insurance Premiums	66.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	477.82
			Medicare	111.75
		MISSIONSQUARE RETIREMENT	Retirement 401k	80.50
			Retirement 401	483.02
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	231.31
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	26.97
			Group Life Ins and Buy Up	26.97
			Group Life Ins and Buy Up	26.97
			Group Life Ins and Buy Up	26.97
			Short Term Disability Ins	22.20
			Short Term Disability Ins	22.20
			Short Term Disability Ins	22.20
			Short Term Disability Ins	22.20
		PRINCIPAL LIFE INSURANCE COMPANY	OCT 2023 STD FICA	266.91
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	10,715.83
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 10/11-11/12/23	77.16
		REPUBLIC SERVICES #435	CITY HALL TRASH SERVICE	641.20
		INTERNAL REVENUE SERVICE	FICA	53.65
			Medicare	12.55
		SHERWIN-WILLIAMS	FENCE STAIN	74.58
		LOWE'S	VINEGAR, WD-40, WATER FILT	145.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SUMMIT NATURAL GAS OF MISSOURI INC	SERVICE 10/16-11/15/23	134.08
			TOTAL:	1,138.50
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	861.00
			Health Insurance Contribut	861.00
			Health Insurance Contribut	861.00
			Health Insurance Contribut	861.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
		REPUBLIC SERVICES #435	PARK TRASH SERVICE	193.03
		INTERNAL REVENUE SERVICE	FICA	459.15
			Medicare	107.39
		MISSIONSQUARE RETIREMENT	Retirement 401%	25.00
			Retirement 401	353.51
		LOWE'S	ORANGE SPRAY PAINT	18.96
			ANTIFREEZE	22.68
			JACK KIT & LIGHT SENSORS	193.79
			SPRAY PAINT	47.40
			YELLOW MARKING PAINT	28.44
			ELECTRICAL PARTS	78.40
			ORANGE MARKING FLAGS	18.96
			STORAGE TOTES	92.96
			PVC & HOSE BIBB	35.72
			STRAW BALE	107.20
			MUMS & PUMPKINS	54.44
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	104.28
			PARK ELECTRIC SIGN 11/12/2	46.23
		AMEREN MISSOURI	HATCHRY RD SIGN 10/13-11/1	58.86
			CP MAINT BLDG 10/11-11/12/	36.23
			CP #2 DISPLAY C 10/11-11/1	12.16
			CP SOCCER FIELDS 10/11-12/	23.07
			CP #2 DISPLAY D 10/11-11/9	12.16
			CP BALL FIELDS 10/11-11/12	760.95
			CP #2 DISPLAY B 10/11-11/9	12.83
			CP #2 DISPLAY A 10/11-11/9	12.16
			CP #2 IRRIG PUMP 10/11-11/	12.16
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.14
			Group Dependent Life Ins	2.14
			Group Dependent Life Ins	2.14
			Group Dependent Life Ins	2.14
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	15.00
			Group Life Ins and Buy Up	15.00
			Group Life Ins and Buy Up	15.00
			Short Term Disability Ins	29.60
			Short Term Disability Ins	29.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Short Term Disability Ins	29.60
			Short Term Disability Ins	29.60
		OPTUM BANK INC	HSA Contribution	<u>112.50</u>
			TOTAL:	6,845.66
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Dental Insurance Premium	4.50
			Dental Insurance Premium	4.50
			Dental Insurance Premium	4.50
			Dental Insurance Premium	4.50
			Health Insurance Contribut	143.49
			Health Insurance Contribut	143.49
			Health Insurance Contribut	143.50
			Health Insurance Contribut	143.49
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	1.00
			Vision Insurance Contribut	1.00
			Vision Insurance Contribut	1.00
			Vision Insurance Contribut	1.00
		INTERNAL REVENUE SERVICE	FICA	193.36
			Medicare	45.23
		LAKE REGIONAL OCCUPATIONAL MEDICINE	POST ACCIDENT TESTING	106.00
		MISSIONSQUARE RETIREMENT	Retirement 401k	32.19
			Retirement 401	193.13
		CAMDEN COUNTY HEALTH DEPARTMENT	HEP VACCINATIONS/TETANUS S	615.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	2.63
			Group Life Ins and Buy Up	2.63
			Group Life Ins and Buy Up	2.63
			Group Life Ins and Buy Up	2.63
			Group Life Ins and Buy Up	8.42
			Group Life Ins and Buy Up	8.42
			Group Life Ins and Buy Up	8.42
			Group Life Ins and Buy Up	8.42
			Short Term Disability Ins	11.10
			Short Term Disability Ins	11.10
			Short Term Disability Ins	11.10
			Short Term Disability Ins	11.10
		OPTUM BANK INC	HSA Contribution	18.75
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	4,571.91
Overhead	General Fund	AIRESPRING INC	PHONE CONNECTION 12/2023	665.51

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	665.51
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	352.00
			Dental Insurance Premiums	352.00
			Dental Insurance Premiums	352.00
			Dental Insurance Premiums	352.00
			Dental Insurance Premium	45.00
			Dental Insurance Premium	45.00
			Dental Insurance Premium	36.00
			Dental Insurance Premium	36.00
			Health Insurance Contribut	1,722.00
			Health Insurance Contribut	1,722.00
			Health Insurance Contribut	1,435.00
			Health Insurance Contribut	1,435.00
			Health Insurance Contribut	5,085.15
			Health Insurance Contribut	5,085.15
			Health Insurance Contribut	5,085.15
			Health Insurance Contribut	5,085.15
			Health Insurance Contribut	4,365.20
			Health Insurance Contribut	4,365.20
			Health Insurance Contribut	4,365.20
			Health Insurance Contribut	4,365.20
			Health Insurance Contribut	4,365.20
			Vision Insurance Contribut	49.50
			Vision Insurance Contribut	49.50
			Vision Insurance Contribut	49.50
			Vision Insurance Contribut	49.50
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	28.00
			Vision Insurance Contribut	28.00
			Vision Insurance Contribut	28.00
			Vision Insurance Contribut	28.00
		INTERNAL REVENUE SERVICE	FICA	3,620.04
			FICA	3,050.80
			Medicare	846.63
			Medicare	713.52
		MISSIONSQUARE RETIREMENT	Retirement 401%	539.54
			Retirement 401%	463.21
			Retirement 401	3,366.84
			Retirement 401	2,779.24
		AT&T MOBILITY-CELLS	POLICE FN AIR CARDS	1,278.44
			POLICE DEPT CELL PHONES	425.12
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	19.26
			Group Dependent Life Ins	19.26
			Group Dependent Life Ins	19.26
			Group Dependent Life Ins	19.26
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	167.05
			Group Life Ins and Buy Up	167.05
			Group Life Ins and Buy Up	167.05
			Group Life Ins and Buy Up	167.05

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Short Term Disability Ins	170.20
			Short Term Disability Ins	170.20
			Short Term Disability Ins	170.20
			Short Term Disability Ins	170.20
			Short Term Disabiilty Ins	7.27
			Short Term Disabiilty Ins	7.27
		CAPITAL ONE, N.A.	HEADLIGHT- PD21	20.97
			HALLOWEEN CANDY	187.75
			DOG FOOD	28.88
		OPTUM BANK INC	HSA Contribution	187.50
			HSA Family/Dep. Contributi	<u>1,050.00</u>
			TOTAL:	66,075.06
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	66.00
			Dental Insurance Premiums	66.00
			Dental Insurance Premiums	66.00
			Dental Insurance Premiums	66.00
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	972.67
			FICA	1,018.37
			Medicare	227.49
			Medicare	238.17
		MISSIONSQUARE RETIREMENT	Retirement 401%	71.63
			Retirement 401%	89.54
			Retirement 401	587.55
			Retirement 401	696.13
		AT&T MOBILITY-CELLS	911 CENTER CELL PHONES	47.61
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.28
			Group Dependent Life Ins	4.28
			Group Dependent Life Ins	4.28
			Group Dependent Life Ins	4.28
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	18.94
			Group Life Ins and Buy Up	18.94
			Group Life Ins and Buy Up	18.94
			Group Life Ins and Buy Up	18.94
			Short Term Disability Ins	44.40
			Short Term Disability Ins	44.40
			Short Term Disability Ins	44.40
			Short Term Disability Ins	44.40
		OPTUM BANK INC	HSA Contribution	75.00
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	13,027.36
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	201.26
			Medicare	47.07
		MISSIONSQUARE RETIREMENT	Retirement 401%	33.63
			Retirement 401	201.77
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	11.58
			Group Life Ins and Buy Up	11.58
			Group Life Ins and Buy Up	11.58
			Group Life Ins and Buy Up	11.58
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	3,237.33
Information Technology General Fund		MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	5.50
		INTERNAL REVENUE SERVICE	FICA	196.37
			Medicare	45.93
		MISSIONSQUARE RETIREMENT	Retirement 401%	32.77
			Retirement 401	196.59
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	91.85
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	9.73
			Group Life Ins and Buy Up	9.73
			Group Life Ins and Buy Up	9.73
			Group Life Ins and Buy Up	9.73
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
		AIRESPRING INC	INTERNET CONNECTIONS 12/20	<u>3,984.54</u>
			TOTAL:	7,300.25
Economic Development	General Fund	SMART POSTAL CENTERS	2023 FALL FEST BANNERS	390.00
		LOWE'S	TAPE & PVC CEMENT- FALL FE	15.38
			CHAIRS & PLYWOOD- FALL FES	448.20
			PLYWOOD- FALL FEST	64.04
			PLYWOOD- FALL FEST	384.24
		AT&T MOBILITY-CELLS	ECON DEV CELL PHONE	12.43
		LAURIE TENT & EVENT RENTAL LLC	TENT/PRTBLE TOILETS-FALL F	<u>1,445.00</u>
			TOTAL:	2,759.29
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	80.74
			Dental Insurance Premiums	80.74
			Dental Insurance Premiums	80.74
			Dental Insurance Premiums	80.74
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	99.21
			Health Insurance Contribut	99.21
			Health Insurance Contribut	99.21
			Health Insurance Contribut	99.20
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	6.68
			Vision Insurance Contribut	6.68
			Vision Insurance Contribut	6.68
			Vision Insurance Contribut	6.68
		MO DEPT OF REVENUE	State Withholding	371.43

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	Fed WH	833.94
			FICA	703.28
			Medicare	164.46
		MISSIONSQUARE RETIREMENT	Retirment 457 &	155.37
			Retirement 457	188.01
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	60.48
			American Fidelity	60.48
			American Fidelity	60.48
			American Fidelity	60.48
			American Fidelity	11.10
			American Fidelity	11.10
			American Fidelity	11.10
			American Fidelity	11.10
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	25.12
			Texas Life After Tax	25.12
			Texas Life After Tax	25.12
			Texas Life After Tax	25.12
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	6.90
			Group Life Ins and Buy Up	6.90
			Group Life Ins and Buy Up	6.90
			Group Life Ins and Buy Up	6.90
		OPTUM BANK INC	HSA Contribution	40.00
			HSA Family/Dep. Contributi	50.40
			TOTAL:	4,340.20
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	80.74
			Dental Insurance Premiums	80.74
			Dental Insurance Premiums	80.74
			Dental Insurance Premiums	80.74
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,041.42
			Health Insurance Contribut	1,041.43
			Health Insurance Contribut	1,041.44
			Health Insurance Contribut	1,041.42
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	6.68
			Vision Insurance Contribut	6.68
			Vision Insurance Contribut	6.68
			Vision Insurance Contribut	6.68
		REPUBLIC SERVICES #435	TRANS TRASH SERVICE	116.76
		INTERNAL REVENUE SERVICE	FICA	703.28
			Medicare	164.47

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MISSIONSQUARE RETIREMENT	Retirement 401%	93.26
			Retirement 401	649.93
		LOWE'S	BAND SAW BLADES- TRK 55	47.46
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	549.42
		PHILLIPS, MITCHELL	MEALS MOCGA CONF- M. PHILL	85.00
		AMEREN MISSOURI	792 PASSOVR LTS 10/11-11/1	18.66
			1095 MACE RD LTS 10/11-11/	34.65
			1129 INDUSTRIAL 10/11-11/1	33.22
			1075 NICHOLS LTS 10/12-11/	37.01
			872 PASSOVR LTS 10/11-11/1	21.75
			KK DR PALISADES 10/30-11/	97.80
			MACE RD RNDABT 10/11-11/12	15.95
			680 PASSOVR LTS 10/11-11/1	16.57
			ST LTG SVC 11/1-12/1/23	4,146.55
			CUST OWNED LTG 11/1-12/1/2	337.40
			NICHOLS VIEW LTG 11/1-12/1	153.13
		LONG IV, ROBERT W	MEALS MOCGA CONF-R. LONG	85.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	5.00
			Group Dependent Life Ins	5.00
			Group Dependent Life Ins	5.00
			Group Dependent Life Ins	5.00
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	29.42
			Group Life Ins and Buy Up	29.43
			Group Life Ins and Buy Up	29.42
			Group Life Ins and Buy Up	29.42
			Short Term Disability Ins	41.96
			Short Term Disability Ins	41.95
			Short Term Disability Ins	41.96
			Short Term Disability Ins	41.95
		CAPITAL ONE, N.A.	BOTTLED WATER	10.56
		SCHILEY, PAUL	MEALS MOCGA CONF- P. SCHIL	85.00
		LUCERO, PRESTON	REIMB WORK BOOTS- P. LUCER	159.95
			MEALS MOCGA CONF- P. LUCER	85.00
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	275.23
		BULLOCK, GALE	MEALS MOCGA CONF- G. BULLO	85.00
			TOTAL:	19,999.05
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	58.74
			Dental Insurance Premiums	58.74
			Dental Insurance Premiums	58.74
			Dental Insurance Premiums	58.74
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	39.79
			Health Insurance Contribut	39.79

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	39.79
			Health Insurance Contribut	39.80
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	2.68
			Vision Insurance Contribut	2.68
			Vision Insurance Contribut	2.68
			Vision Insurance Contribut	2.68
		MO DEPT OF REVENUE	State Withholding	464.45
		INTERNAL REVENUE SERVICE	Fed WH	1,254.97
			FICA	791.45
			Medicare	185.09
		MISSIONSQUARE RETIREMENT	Retirment 457 &	337.40
			Retirement 457	100.99
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	119.64
			American Fidelity	119.64
			American Fidelity	119.64
			American Fidelity	119.64
			American Fidelity	10.78
			American Fidelity	10.78
			American Fidelity	10.78
			American Fidelity	10.78
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	50.36
			Texas Life After Tax	50.36
			Texas Life After Tax	50.36
			Texas Life After Tax	50.36
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	0.83
			Group Life Ins and Buy Up	0.83
			Group Life Ins and Buy Up	0.83
			Group Life Ins and Buy Up	0.83
		OPTUM BANK INC	HSA Contribution	72.50
			HSA Family/Dep. Contributi	69.80
			TOTAL:	5,204.34
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	58.74
			Dental Insurance Premiums	58.74
			Dental Insurance Premiums	58.74
			Dental Insurance Premiums	58.74
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	861.00
			Health Insurance Contribut	861.00
			Health Insurance Contribut	861.00
			Health Insurance Contribut	861.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	417.81
			Health Insurance Contribut	417.81
			Health Insurance Contribut	417.81
			Health Insurance Contribut	417.83
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	2.68
			Vision Insurance Contribut	2.67
			Vision Insurance Contribut	2.68
			Vision Insurance Contribut	2.68
		REPUBLIC SERVICES #435	WATER TRASH SERVICE	116.76
		GOEHRI, GEORGE	DEC INSURANCE PREMIUM	63.70
		INTERNAL REVENUE SERVICE	FICA	791.44
			Medicare	185.07
		POSTMASTER	NOV UTILITY BILL POSTAGE	550.00
			DEC UTILITY BILL POSTAGE	550.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	114.32
			Retirement 401	685.87
		LOWE'S	PANEL & SHEATHING-PASSOVR	34.56
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	376.04
		AMEREN MISSOURI	6186 FIRE ST WELL 10/30-11	1,860.72
			LK RD 54-29 WELL 10/11-11/	640.22
			LK RD 54-59 WELL 10/25-11/	81.99
			SWISS VLG WELL 10/26-11/28	1,863.00
			COLUMBIA CLG WELL 10/11-11	2,384.52
			COLUMBIA TWR POLE 10/11-11	105.26
		DEVORE, CALEB	MEALS MOCGA CONF- C. DEVOR	85.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.93
			Group Dependent Life Ins	3.93
			Group Dependent Life Ins	3.93
			Group Dependent Life Ins	3.93
			Group Life Ins and Buy Up	37.86
			Group Life Ins and Buy Up	37.86
			Group Life Ins and Buy Up	37.86
			Group Life Ins and Buy Up	37.86
			Short Term Disability Ins	41.96
			Short Term Disability Ins	41.96
			Short Term Disability Ins	41.96
			Short Term Disability Ins	41.96
		STOUFFER, TOMMIE L	MEALS MOCGA CONF- T. STOUF	85.00
		CAPITAL ONE, N.A.	BOTTLED WATER	10.56
		LUTTRELL, JOHN	MEALS MOCGA CONF- J. LUTTR	85.00
		OPTUM BANK INC	HSA Contribution	112.50
			HSA Family/Dep. Contributi	200.26
		WRIGHT, COLTEN	MEALS MOCGA CONF- C. WRIGH	85.00
			TOTAL:	22,750.32
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	124.52
			Dental Insurance Premiums	124.52
			Dental Insurance Premiums	124.52

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premiums	124.52
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	232.65
			Health Insurance Contribut	232.65
			Health Insurance Contribut	232.65
			Health Insurance Contribut	232.65
			Health Insurance Contribut	158.00
			Health Insurance Contribut	158.00
			Health Insurance Contribut	158.00
			Health Insurance Contribut	158.00
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	6.64
			Vision Insurance Contribut	6.64
			Vision Insurance Contribut	6.64
			Vision Insurance Contribut	6.64
		FAMILY SUPPORT PAYMENT CENTER	Case #21281919	300.00
		MO DEPT OF REVENUE	State Withholding	605.12
		INTERNAL REVENUE SERVICE	Fed WH	1,178.62
			FICA	1,219.67
			Medicare	285.26
		MISSIONSQUARE RETIREMENT	Retirment 457 &	288.78
			Retirement 457	199.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	18.80
			American Fidelity	18.80
			American Fidelity	18.80
			American Fidelity	18.80
			American Fidelity	10.78
			American Fidelity	10.78
			American Fidelity	10.78
			American Fidelity	10.78
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	16.73
			Texas Life After Tax	16.73
			Texas Life After Tax	16.73
			Texas Life After Tax	16.73
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	23.00
			Group Life Ins and Buy Up	23.00
			Group Life Ins and Buy Up	23.00
			Group Life Ins and Buy Up	23.00
		OPTUM BANK INC	HSA Contribution	25.00
			HSA Family/Dep. Contributi	277.30
			TOTAL:	6,853.23
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	124.52
			Dental Insurance Premiums	124.52
			Dental Insurance Premiums	124.52
			Dental Insurance Premiums	124.52

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	2,179.35
			Health Insurance Contribut	2,179.35
			Health Insurance Contribut	2,179.35
			Health Insurance Contribut	2,179.35
			Health Insurance Contribut	1,658.77
			Health Insurance Contribut	1,658.76
			Health Insurance Contribut	1,658.75
			Health Insurance Contribut	1,658.75
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	6.64
			Vision Insurance Contribut	6.65
			Vision Insurance Contribut	6.64
			Vision Insurance Contribut	6.64
		REPUBLIC SERVICES #435	SEWER TRASH SERVICE	116.76
		INTERNAL REVENUE SERVICE	FICA	1,219.68
			Medicare	285.27
		POSTMASTER	NOV UTILITY BILL POSTAGE	550.00
			DEC UTILITY BILL POSTAGE	550.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	143.75
			Retirement 401	998.27
		LOWE'S	NUTS, SCREWS, PIPE, COUPLINGS	57.40
			BRASS FITTINGS- TRK 65	19.14
			ZIP TIES & USB CHARGER	33.20
			PVC, CONDUIT FITTINGS, CABLE	33.57
			PARTS- ROCKWAY REPAIR	82.13
			WSHRS, BOLTS, ANCHORS-PASSOV	31.80
			GLOVES	26.56
			CAULK GUN	10.43
			PARTS- BROADWATER LN	30.49
			BOLTS, SEALANT, PUTTY-LATTIT	23.75
			BAND SAW BLADES	23.73
			BLADES, FLEX SEAL, FLEX GL	203.11
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	837.40
		DUNCAN, CHRIS	MEALS MOCGA CONF-C. DUNCAN	85.00
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,760.96
			5757 CHAPEL SVC 10/12-11/1	578.91
			GRINDER PUMPS & LIFT STATI	4,129.79
			GRINDER PUMPS & LIFT STATI	6,837.91
			GRINDER PUMPS & LIFT STATI	2,939.04
			GRINDER PUMPS & LIFT STATI	5,771.62
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	8.19

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Dependent Life Ins	8.19
			Group Dependent Life Ins	8.19
			Group Dependent Life Ins	8.19
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	48.44
			Group Life Ins and Buy Up	48.43
			Group Life Ins and Buy Up	48.44
			Group Life Ins and Buy Up	48.44
			Short Term Disability Ins	64.08
			Short Term Disability Ins	64.09
			Short Term Disability Ins	64.08
			Short Term Disability Ins	64.09
		MENARDS COMMERCIAL	SMOOTH & SPIKED WEDGES	39.52
			HEX BOLTS- ROCKWAY REPAIR	39.12
			THREADED ROD & HEX NUTS-RC	12.92
			HEX CAP SCREWS- ROCKWAY RE	32.74
		CAPITAL ONE, N.A.	SAMPLE SUPPLIES	8.93
			BOTTLED WATER	10.56
		CAMPBELL, FRANK	MEALS MOCGA CONF- F. CAMPB	85.00
		HEGER, EUGENE	MEALS MOCGA CONF-E. HEGER	85.00
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	424.51
		COFFMAN, BILLY	MILEAGE REIMB 11/24-11/31/	72.05
		BAILEY, JAMES	MEALS MOCGA CONF- J. BAILE	85.00
			TOTAL:	46,951.49
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	59.40
			Health Insurance Contribut	59.40
			Health Insurance Contribut	59.40
			Health Insurance Contribut	59.40
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	12.00
		MO DEPT OF REVENUE	State Withholding	450.00
			State Withholding	424.00
		INTERNAL REVENUE SERVICE	Fed WH	1,025.32
			Fed WH	1,111.22
			FICA	963.57
			FICA	792.58
			Medicare	225.36
			Medicare	185.36
		MISSIONSQUARE RETIREMENT	Loan Repayment	156.06
			Loan Repayment	60.66
			Loan Repayment	43.54
			Retirment 457 &	136.30
			Retirment 457 &	160.64
			Loan Repayments	188.62
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	91.73
			American Fidelity	91.73
			American Fidelity	91.73
			American Fidelity	91.73
			American Fidelity	128.77
			American Fidelity	128.77
			American Fidelity	128.77
			American Fidelity	128.77
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	41.67
			Flexible Spending Accts -	41.67
			Flexible Spending Accts -	41.67
			Flexible Spending Accts -	41.67
		MO DEPT OF SOCIAL SERVICES	2021 GEMT FINAL RECON	736.13
		OPTUM BANK INC	HSA Family/Dep. Contributi	100.00
		ONE TIME VENDOR	AMB OVERPAYMENT	102.88
			TOTAL:	9,238.92
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00
		INTERNAL REVENUE SERVICE	FICA	963.57
			FICA	792.58
			Medicare	225.36
			Medicare	185.36
		MISSIONSQUARE RETIREMENT	Retirement 401%	90.67
			Retirement 401%	105.76
			Retirement 401	705.01
			Retirement 401	767.00
		AT&T MOBILITY-CELLS	AMB FN AIR CARDS	88.48
			AMB DEPT CELL PHONES	47.61
		AMBULANCE REIMBURSEMENT SYSTEMS INC	NOV AMBULANCE REIMBURSEMEN	1,515.97
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.28
			Group Dependent Life Ins	4.28
			Group Dependent Life Ins	4.28
			Group Dependent Life Ins	4.28
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	18.02
			Group Life Ins and Buy Up	18.02
			Group Life Ins and Buy Up	12.63
			Group Life Ins and Buy Up	12.63
			Short Term Disability Ins	44.40
			Short Term Disability Ins	44.40
			Short Term Disability Ins	37.00
			Short Term Disability Ins	37.00
		PRINCIPAL LIFE INSURANCE COMPANY	SEPT 2023 STD FICA	122.40
			OCT 2023 STD FICA	43.72
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	225.00
		FERNO-WASHINGTON, INC.	2 TRANSCEND STAIR CHAIRS	16,140.80
			TOTAL:	32,285.13
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.20
			Dental Insurance Premiums	57.20
			Dental Insurance Premiums	57.20
			Dental Insurance Premiums	57.20
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	124.08
			Health Insurance Contribut	124.08
			Health Insurance Contribut	124.08
			Health Insurance Contribut	124.08
			Health Insurance Contribut	59.40
			Health Insurance Contribut	59.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	59.40
			Health Insurance Contribut	59.40
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		MO DEPT OF REVENUE	State Withholding	205.40
			State Withholding	155.00
		INTERNAL REVENUE SERVICE	Fed WH	368.51
			Fed WH	234.33
			FICA	350.04
			FICA	252.35
			Medicare	81.85
			Medicare	59.01
		LEGALSHIELD	Pre-Paid Legal Premiums	9.27
			Pre-Paid Legal Premiums	9.27
			Pre-Paid Legal Premiums	9.27
			Pre-Paid Legal Premiums	9.27
		MISSIONSQUARE RETIREMENT	Retirment 457 &	25.62
			Retirment 457 &	29.93
			Retirement 457	45.00
			Loan Repayments	30.39
			Loan Repayments	37.15
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	32.20
			American Fidelity	32.20
			American Fidelity	32.20
			American Fidelity	32.20
			American Fidelity	26.44
			American Fidelity	26.44
			American Fidelity	26.44
			American Fidelity	26.44
		OPTUM BANK INC	HSA Family/Dep. Contributi	55.00
			TOTAL:	3,259.14
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.20
			Dental Insurance Premiums	57.20
			Dental Insurance Premiums	57.20
			Dental Insurance Premiums	57.20
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,162.32
			Health Insurance Contribut	1,162.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	1,162.32
			Health Insurance Contribut	1,162.32
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		REPUBLIC SERVICES #435	LCF TRASH SERVICE	78.95
		AMEREN MISSOURI	LCF RUNWAY LTS 10/26-11/27	33.63
			AP FIREHOUSE 10/26-11/27/2	34.89
		INTERNAL REVENUE SERVICE	FICA	350.04
			FICA	252.35
			Medicare	81.85
			Medicare	59.01
		MISSIONSQUARE RETIREMENT	Retirement 401%	43.52
			Retirement 401%	29.93
			Retirement 401	344.01
			Retirement 401	244.22
		DISH NETWORK	SERV 11/29-12/28/23	94.86
		AT&T MOBILITY-CELLS	LCF AP CELL PHONES	23.80
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.78
			Group Dependent Life Ins	2.78
			Group Dependent Life Ins	2.78
			Group Dependent Life Ins	2.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	6.16
			Group Life Ins and Buy Up	6.16
			Group Life Ins and Buy Up	6.16
			Group Life Ins and Buy Up	6.16
			Short Term Disability Ins	26.64
			Short Term Disability Ins	26.64
			Short Term Disability Ins	26.64
			Short Term Disability Ins	26.64
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	195.00
			TOTAL:	10,724.68
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	52.80
			Dental Insurance Premiums	52.80
			Dental Insurance Premiums	52.80
			Dental Insurance Premiums	52.80
			Health Insurance Contribut	108.57

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	108.57
			Health Insurance Contribut	108.57
			Health Insurance Contribut	108.57
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		MO DEPT OF REVENUE	State Withholding	64.60
			State Withholding	37.00
		INTERNAL REVENUE SERVICE	Fed WH	288.49
			Fed WH	220.20
			FICA	243.34
			FICA	198.01
			Medicare	56.92
			Medicare	46.31
		LEGALSHIELD	Pre-Paid Legal Premiums	14.16
			Pre-Paid Legal Premiums	14.16
			Pre-Paid Legal Premiums	14.16
			Pre-Paid Legal Premiums	14.16
		MISSIONSQUARE RETIREMENT	Retirment 457 &	13.42
			Retirment 457 &	14.74
			Retirement 457	30.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	32.26
			American Fidelity	32.26
			American Fidelity	32.26
			American Fidelity	32.26
			American Fidelity	9.96
			American Fidelity	9.96
			American Fidelity	9.96
			American Fidelity	9.96
		OPTUM BANK INC	HSA Family/Dep. Contributi	55.00
			TOTAL:	2,163.83
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	957 AIRPORT RD 10/25-11/27	41.62
		MIDWEST PUBLIC RISK	Health Insurance Contribut	683.00
			Health Insurance Contribut	683.00
			Health Insurance Contribut	683.00
			Health Insurance Contribut	683.00
			Dental Insurance Premiums	52.80
			Dental Insurance Premiums	52.80
			Dental Insurance Premiums	52.80
			Dental Insurance Premiums	52.80
			Health Insurance Contribut	1,017.03
			Health Insurance Contribut	1,017.03
			Health Insurance Contribut	1,017.03
			Health Insurance Contribut	1,017.03
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		REPUBLIC SERVICES #435	GG TRASH SERVICE	78.96
		AMEREN MISSOURI	GG AP HANGAR 10/25-11/27/2	52.60
			GG TBLC EXT D 10/25-11/27/	265.33
			GG AP SHOP 10/25-11/27/23	34.98
			957 AIRPORT RD 10/25-11/27	13.02
			GG AP TBLC EXT D 10/25-11/	57.12
			GG AP HANGAR 10/25-11/27/2	16.69
			GG AP SLEEPY 10/25-11/27/2	132.32
		INTERNAL REVENUE SERVICE	FICA	243.34
			FICA	198.01
			Medicare	56.92
			Medicare	46.31
		MISSIONSQUARE RETIREMENT	Retirement 401%	25.36
			Retirement 401%	14.74
			Retirement 401	246.15
			Retirement 401	191.62
		LOWE'S	NUTS & BOLTS- MOWER	9.66
		CHARTER COMMUNICATIONS HOLDING CO LLC	GG CABLE SVC 11/16-12/15/2	110.16
		AT&T MOBILITY-CELLS	GG AP CELL PHONES	23.80
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.57
			Group Dependent Life Ins	2.57
			Group Dependent Life Ins	2.57
			Group Dependent Life Ins	2.57
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	9.49
			Group Life Ins and Buy Up	9.49
			Group Life Ins and Buy Up	9.49
			Group Life Ins and Buy Up	9.49
			Short Term Disability Ins	17.76
			Short Term Disability Ins	17.76
			Short Term Disability Ins	17.76
			Short Term Disability Ins	17.76
		CAPITAL ONE, N.A.	HAND SOAP	11.94
			COFFEE & FILTERS	69.99
		OPTUM BANK INC	HSA Family/Dep. Contributi	105.00
			TOTAL:	9,222.08

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

10	General Fund	228,773.46
20	Transportation	24,339.25
30	Water Fund	27,954.66
35	Sewer Fund	53,804.72
40	Ambulance Fund	41,524.05
45	Lee C. Fine Airport Fund	13,983.82
47	Grand Glaize Airport Fund	11,385.91

GRAND TOTAL:	401,765.87

TOTAL PAGES: 26

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	ELAN CORPORATE PAYMENT SYSTEMS	SNACKS- BUDGET MEETING	111.40
			PLANT- MAYORS MOTHERS FUNE	78.17
			FLOWERS-VERPLOEG GRNDMTHR	<u>68.20</u>
			TOTAL:	257.77
City Administrator	General Fund	ELAN CORPORATE PAYMENT SYSTEMS	ICMA MEMBERSHIP	<u>1,005.00</u>
			TOTAL:	1,005.00
Building Inspection	General Fund	ELAN CORPORATE PAYMENT SYSTEMS	CAMDEN COUNTY RECORDER	5.00
			IPHONE STORAGE	<u>2.99</u>
			TOTAL:	7.99
Parks	General Fund	ELAN CORPORATE PAYMENT SYSTEMS	STEWART SIGNS- PARKS	<u>482.64</u>
			TOTAL:	482.64
Human Resources	General Fund	ELAN CORPORATE PAYMENT SYSTEMS	FRINGE BENEFITS SESSION	<u>219.00</u>
			TOTAL:	219.00
Police	General Fund	ELAN CORPORATE PAYMENT SYSTEMS	RECRUITING LAW ENFRCMNT-OD	425.00
			LDGNG LDRSHP TRNG- MCCRORE	270.44
			KWIK KAR WASH	32.00
			TRANSUNION PERSON SEARCH	75.00
			DMV REG- DETECTIVE VEHICLE	61.96
			FBI LEEDA MEMB- O'DAY	<u>50.00</u>
			TOTAL:	914.40
911 Center	General Fund	ELAN CORPORATE PAYMENT SYSTEMS	PST RECERTIFICATION	30.00
			BSD NAPS- K. SMITH	<u>25.75</u>
			TOTAL:	55.75
Information Technology	General Fund	ELAN CORPORATE PAYMENT SYSTEMS	REFUND LDGNG SEC TRNG-BEAN	<u>168.73-</u>
			TOTAL:	168.73-
Economic Development	General Fund	ELAN CORPORATE PAYMENT SYSTEMS	CONTAINERS- 2023 BBQ CONTE	27.49
			MATERIALS- 2023 BBQ CONTE	101.42
			SPOONS & TRAYS- BBQ CONTE	75.41
			BANDANAS COLESLAW-BBQ CONT	99.97
			DIERBERGS MEAT- BBQ CONTE	241.93
			WALMART SUPPLIES-BBQ CONTE	230.21
			WARMING TRAYS- BBQ CONTEST	453.50
			TONER	226.00
			LDGNG BRIAN POWERS-FALL FE	<u>147.87</u>
			TOTAL:	1,603.80
Transportation	Transportation	ELAN CORPORATE PAYMENT SYSTEMS	2023 APWA LDNG TAX CRDT-LO	21.00-
			BIBS- G. BULLOCK	94.99
			APWA FALL CONF- R. LONG	250.00
			MACTO CONF LDGNG- M. PHILL	290.08
			MACTO CONF LDGNG- P. LUCER	290.08
			MACTO CONF LDGNG- R. LONG	312.38
			APWA FALL CONF LDGNG-R. LO	297.52
			MACTO FALL CONF LDGNG TAX	<u>22.30-</u>
			TOTAL:	1,491.75
Sewer	Sewer Fund	ELAN CORPORATE PAYMENT SYSTEMS	UPS POSTAGE- VAPEX	83.36
			TAX CREDIT- C. DUNCAN BOOT	9.68-

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	73.68
Grand Glaize Airport	Grand Glaize Airpo	ELAN CORPORATE PAYMENT SYSTEMS	EXTENSION- HERITAGE TRACTO	37.30
			TOTAL:	37.30

===== FUND TOTALS =====		
10	General Fund	4,377.62
20	Transportation	1,491.75
35	Sewer Fund	73.68
47	Grand Glaize Airport Fund	37.30

	GRAND TOTAL:	5,980.35

TOTAL PAGES: 2

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Administrator	General Fund	MO MUNICIPAL LEAGUE	2023 MCMA WNTR WRKSH-WOOD	<u>100.00</u>
			TOTAL:	100.00
City Clerk	General Fund	ONSITE MOBILE DOCUMENT DESTRUCTION OF	DOCUMENT DESTRUCTION	<u>740.67</u>
			TOTAL:	740.67
Building Inspection	General Fund	CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	4.46
			BLDG DEPT UNIFORM RENTAL	4.46
			BLDG DEPT UNIFORM RENTAL	4.46
		STAPLES BUSINESS ADVANTAGE	LAMINATING POUCHES	39.45
			DESK CALENDARS	<u>22.08</u>
			TOTAL:	74.91
Building Maintenance	General Fund	LAKE SUN LEADER 81525 & 1586450	INV TO BID- VETERANS MEMOR	101.15
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	1.36
			CH FLOOR MATS	140.85
			BLDG DEPT UNIFORM RENTAL	1.36
			BLDG DEPT UNIFORM RENTAL	1.36
			CH FLOOR MATS	140.85
		STAPLES BUSINESS ADVANTAGE	BTHRM TOWELS,PPR TOWELS,PL	154.41
			FOAM CUPS	72.12
			BATHROOM TOWELS	130.16
		AMAZON CAPITAL SERVICES INC	COFFEE	34.27
			FILTER CARTRIDGE	90.39
			WATER FILTERS	52.18
		CENTRAL MO ALL SERVICE PLUMBING	LOCATED/JETTED ROOTS IN SW	1,100.00
		LINDYSPRING LAKE OF THE OZARKS	5-GAL BOTTLED WATER	7.95
			DEC WATER COOLER RENTAL	38.00
			5-GAL BOTTLED WATER & VALV	17.58
			5-GAL BOTTLED WATER	7.95
		NICK'S TRUE VALUE HARDWARE	MISC HARDWARE FASTENERS	4.52
		SHERLOCK HOME INSPECTIONS LLC	CH PEST CONTROL	<u>105.00</u>
			TOTAL:	2,201.46
Parks	General Fund	O'REILLY AUTOMOTIVE STORES INC	BATTERY & GREASE	131.06
		CULLIGAN LAKE OF THE OZARKS	SOLAR SALT	14.50
			WATER SOFTENER 12/1-12/31/	106.50
		CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL	3.50
			PARKS DEPT UNIFORM RENTAL	7.80
			PARKS DEPT UNIFORM RENTAL	<u>3.50</u>
			TOTAL:	266.86
Human Resources	General Fund	ELITE PROMOTIONS	SERVICE AWARD PINS	<u>523.70</u>
			TOTAL:	523.70
Overhead	General Fund	PITNEY BOWES GLOBAL	LEASE PAYMENT 9/30-12/29/2	417.66
		ARTHUR J GALLAGHER & CO (ILLINOIS)	NOTARY BOND- K. SMITH	<u>50.00</u>
			TOTAL:	467.66
Police	General Fund	PURCELL TIRE & RUBBER CO	TIRES- PD 15	629.72
			TIRES- PD 18	637.72
		MO POLICE CHIEFS ASSC	MEMB DUES ODAY 12/2023-11/	100.00
		INTOXIMETERS INC	DRY GAS CYLINDER TOOL	235.75
		HEDRICK MOTIV WERKS LLC	REPLACE THROTTLE BODY-PD 1	273.93
			OIL CHANGE & WIPER BLADES-	150.16
			OIL CHANGE- PD 27	90.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			REPLACE IGNITION COIL- PD	231.79
			REAR LATERAL CNTRL ARM-PD	245.12
			NEW BATTERY-2015 FORD INTR	183.39
		STAPLES BUSINESS ADVANTAGE	USB, NOTEBOOKS, FOLDERS	79.31
		AMAZON CAPITAL SERVICES INC	USB CARD READER	<u>36.37</u>
			TOTAL:	2,893.26
911 Center	General Fund	WIRELESS USA INC	FCC LICENSE FEES	180.00
		INTRADO LIFE & SAFETY SOLUTIONS CORPOR	V-VAAS MTHLY FEE 12/1-12/3	<u>4,065.00</u>
			TOTAL:	4,245.00
Information Technology	General Fund	FORWARD SLASH TECHNOLOGY LLC	DEC MANAGED SERVICES	5,806.20
			DEC EMAIL PHISHING SEC RNG	375.00
			DEC VULNERABILITY SCAN	499.00
			DEC BARRACUDA EMAIL SEC	<u>1,476.00</u>
			TOTAL:	8,156.20
Economic Development	General Fund	SMART POSTAL CENTERS	CHRISTMAS LIGHTS SPONSOR S	85.00
		LAKE OZARKS TRI-COUNTY LODGING ASSOC	MEDIA PTRNSHP 7/2023-6/202	<u>25,000.00</u>
			TOTAL:	25,085.00
Transportation	Transportation	MOTOR HUT INC	PARTS FOR ALL CHAINSAWS	536.00
		O'REILLY AUTOMOTIVE STORES INC	GREASE- SMALL EQUIP REPAIR	199.79
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHANGE- VAN	61.82
		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
			TRANSPO DEPT UNIFORM RENTA	3.33
			TRANS DEPT UNIFORMS	159.42
			TRANS DEPT FLOOR MATS	12.25
		THE BUILDERS' ASSOCIATION	CHAINSAW SAFETY TRNG-PW	300.00
		NICK'S TRUE VALUE HARDWARE	PARTS- TRK 69	12.70
			WATER COOLER- INMATES	60.99
			PARTS- TRK 69	17.40
			PROPANE REFILL- AIRPORT RD	56.97
		MARCO TECHNOLOGIES LLC	PW PLOTTER SPLYS 11/26-12/	<u>32.67</u>
			TOTAL:	1,803.34
Water	Water Fund	CORE & MAIN LP	2" CAM LOCK	7.23
			METER PIT EXTENSION RING	4,045.50
			ADV HYDRANT	3,108.48
			RESETTER- FORMULA DRIVE	734.14
			4" C900 & BANDS- ROWAN	477.10
		MAGRUDER LIMESTONE CO INC	1" MINUS	25.09
		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
			WATER DEPT UNIFORM RENTAL	3.48
			WATER DEPT UNIFORMS	152.52
			WATER DEPT FLOOR MATS	12.24

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LO ENVIRONMENTAL LLC	DW PILOT	237.60
		AMAZON CAPITAL SERVICES INC	DEWALT TOOL KIT & IMPACT	846.53
		THE BUILDERS' ASSOCIATION	CHAINSAW SAFETY TRNG-PW	300.00
		MARCO TECHNOLOGIES LLC	PW PLOTTER SPLYS 11/26-12/	<u>32.67</u>
			TOTAL:	10,319.06
Sewer	Sewer Fund	ELECTRIC CONTROLS COMPANY INC	SCADA SERVICE CALL	4,584.33
		LAKE CLEANERS INC	OVERALL ZIPPER RPLCMNT-HEG	30.00
		CONSOLIDATED ELECTRICAL DISTR, INC	PARTS- METER REPLACEMENT	111.75
			WIRE- METER REPLACEMENT	17.00
			PRTS-WINDY LN METER REHAB	8.19
		CINTAS CORPORATION	SEWER DEPT UNIFORM RENTAL	1.23
			SEWER DEPT UNIFORMS	219.48
			SEWER DEPT FLOOR MATS	12.25
			SEWER DEPT UNIFORM RENTAL	1.23
			SEWER DEPT UNIFORMS	216.02
			SEWER DEPT FLOOR MATS	12.25
			SEWER DEPT UNIFORM RENTAL	1.23
			SEWER DEPT UNIFORMS	215.12
			SEWER DEPT FLOOR MATS	12.25
		KWIK KAR WASH DETAIL LUBE	WINDOW TINT- TRK 74	239.00
			WINDOW TINT- TRK 4	239.00
		LO ENVIRONMENTAL LLC	WASTE WATER SAMPLES	120.00
		AMAZON CAPITAL SERVICES INC	STORAGE RACKS- INVENTORY	760.37
		REEVES-WIEDEMAN COMPANY	COMPRESSION FITTINGS	513.68
		THE BUILDERS' ASSOCIATION	CHAINSAW SAFETY TRNG-PW	300.00
		NICK'S TRUE VALUE HARDWARE	PARTS FOR REPAIR- STN 22-2	37.31
		MARCO TECHNOLOGIES LLC	PW PLOTTER SPLYS 11/26-12/	32.66
		GREEN PRO SOLUTIONS	LIFT STATION ODOR BARRIER	4,497.50
		ARMOR EQUIPMENT	JETTER NOZZLES	3,787.00
		RADWELL INTERNATIONAL LLC	SOFT START REPAIRS	<u>7,895.00</u>
			TOTAL:	23,863.85
Ambulance	Ambulance Fund	LEON UNIFORM CO INC	JOB SHIRTS- AMBULANCE	245.50
		DOUGLAS G WILSON DO PC	NOV MEDICAL DIRECTOR SVC	1,000.00
		MCKESSON MEDICAL SURGICAL MN SUPPLY IN	MEDICAL SUPPLIES	117.18
		TELEFLEX LLC	NEEDLES	562.50
		QUADMED INC	MEDICAL SUPPLIES	<u>265.59</u>
			TOTAL:	2,190.77
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	3,008 GAL LCF AV GAS	11,491.11
		CINTAS CORPORATION	LCF UNIFORM RENTAL	9.79
			LCF UNIFORM RENTAL	7.59
			LCF UNIFORM RENTAL	<u>9.79</u>
			TOTAL:	11,518.28
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	3,025 GAL GG AV GAS	11,556.07
		CINTAS CORPORATION	GG UNIFORM RENTAL	3.97
			GG UNIFORM RENTAL	3.97
			GG UNIFORM RENTAL	3.97
		O'REILLY AUTOMOTIVE STORES INC	TOWPOWER HITCH RECEIVER	36.99
		SMITH PAPER & JANITOR SUPPLY CO INC	CLNRS,PPR TOWELS,TOILET PA	<u>177.12</u>
			TOTAL:	11,782.09

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

10	General Fund	44,754.72
20	Transportation	1,803.34
30	Water Fund	10,319.06
35	Sewer Fund	23,863.85
40	Ambulance Fund	2,190.77
45	Lee C. Fine Airport Fund	11,518.28
47	Grand Glaize Airport Fund	11,782.09

GRAND TOTAL: 106,232.11

TOTAL PAGES: 4

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 21, 2023
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Public Hearing - City of Osage Beach FY2024 Operating Budget; total proposed draft v3 budget expenditures for FY2024 are \$45,472,158.

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. The first hearing was held prior to the first reading of Bill 23.90 on December 7, 2023. This second hearing is being held due to the changes as presented from draft v2 on December 7, 2023. The completed FY2024 Operating Budget draft v3 with line-item

details will be available online prior to the meeting on December 21, 2023. The budget summary is enclosed with the proposed second reading of Bill 23.90 requesting budget adoption following the public hearing on this agenda.

FY2024 Operating Budget Summary v3 represents the following spending plan by fund
= Total Expenditures \$45,472,158.

The first reading of draft v2 was read and approved, with amendments, on December 7, 2023. Amendments included funding two additional personnel positions previously removed from draft v1, and removing ten (10) capital projects/items from draft v2. Amendments affected the ending cash balances and are represented in *Cash & Equivalent Balance December 31, 2024* as noted on the All Fund Summary page.

	Draft v2	Amended Draft v3
GOVERNMENTAL FUNDS		
General Fund	\$ 12,426,213	\$11,967,633
CIT Fund	\$ 4,328,072	\$ 4,023,072
Transportation Fund	\$ 8,325,139	\$ 7,652,559
ENTERPRISE FUNDS		
Water Fund	\$ 3,844,837	\$ 3,763,137
Sewer Fund	\$ 9,101,492	\$ 9,101,492
Ambulance Fund	\$ 890,323	\$ 890,323
Lee C Fine Airport Fund	\$ 6,077,843	\$ 6,077,843
Grand Glaize Airport Fund	\$ 1,465,599	\$ 723,599
COMPONENT UNITS		
Total Component Unit Expenditures	\$ 1,272,500	\$ 1,272,500
TOTAL FY2024 EXPENDITURES	\$ 47,732,018	\$ 45,472,158

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 21, 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. *Second Reading*

Requested Action:

Second 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 Summary v3 represents the following spending plan by fund = Total Expenditures \$45,472,158.

The first reading of draft v2 was read and approved, with amendments, on December 7, 2023. Amendments included funding two additional personnel positions previously

removed from draft v1, and removing ten (10) capital projects/items from draft v2. Amendments affected the ending cash balances and are represented in *Cash & Equivalent Balance December 31, 2024* as noted on the All Fund Summary page.

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General Fund	\$ 12,426,213	\$11,967,633
CIT Fund	\$ 4,328,072	\$ 4,023,072
Transportation Fund	\$ 8,325,139	\$ 7,652,559
ENTERPRISE FUNDS		
Water Fund	\$ 3,844,837	\$ 3,763,137
Sewer Fund	\$ 9,101,492	\$ 9,101,492
Ambulance Fund	\$ 890,323	\$ 890,323
Lee C Fine Airport Fund	\$ 6,077,843	\$ 6,077,843
Grand Glaize Airport Fund	\$ 1,465,599	\$ 723,599
COMPONENT UNITS		
Total Component Unit Expenditures	<u>\$ 1,272,500</u>	<u>\$ 1,272,500</u>
TOTAL FY2024 EXPENDITURES	\$ 47,732,018	\$ 45,472,158

An additional Public Hearing precedes this second reading due to the changes as present from draft v2 on December 7, 2023. The completed FY2024 Operating Budget with line-item details will be available online prior to the meeting on December 21, 2023.

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	\$ 11,967,633
CIT Fund	\$ 4,023,072
Transportation Fund	\$ 7,652,599
ENTERPRISE FUNDS	
Water Fund	\$ 3,763,137
Sewer Fund	\$ 9,101,492
Ambulance Fund	\$ 890,323
Lee C Fine Airport Fund	\$ 6,077,843
Grand Glaize Airport Fund	\$ 723,599
COMPONENT UNITS	
Total Component Unit Expenditures	\$ <u>1,272,500</u>
TOTAL FY2024 EXPENDITURES	\$ <u>45,472,158</u>

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

READ FIRST TIME: December 7, 2023 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
Summary**

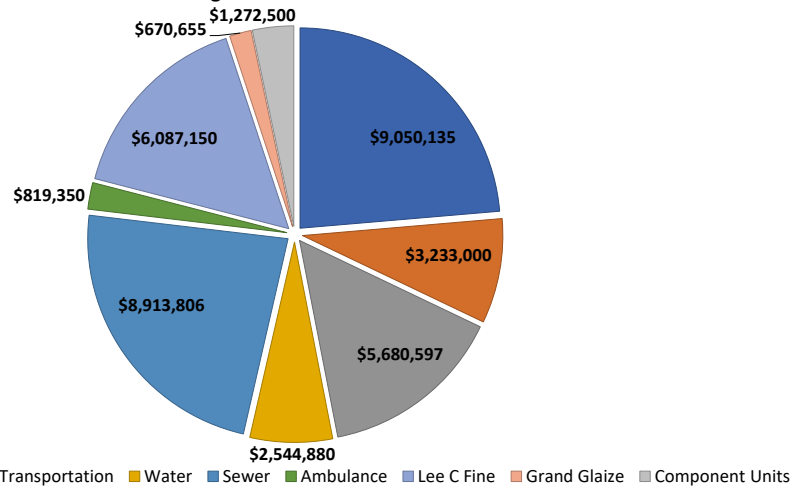
**Draft v3
December 21, 2023**

**City of Osage Beach
FY2024 Operating Budget**

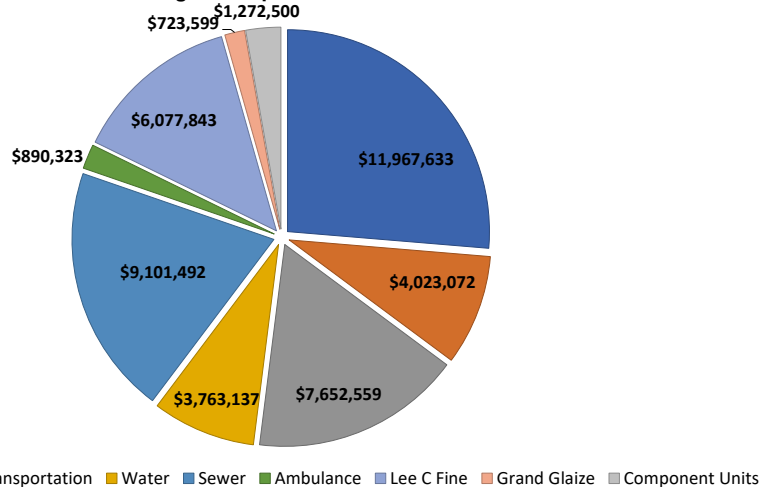
All Fund Summary

	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	\$ 9,050,135	\$ 3,233,000	\$ 5,680,597	\$ 2,544,880	\$ 8,913,806	\$ 819,350	\$ 6,087,150	\$ 670,655	\$ 1,272,500	\$ 38,272,073
Expenditures										
Personnel Services	6,402,053	-	615,175	519,800	942,800	701,050	345,150	210,070	-	9,736,098
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	1,388,359	-	5,343,484	1,241,147	4,321,960	13,700	4,725,100	288,800	-	17,322,550
Debt Service	-	-	-	173,300	319,695	-	-	-	1,183,450	1,676,445
Transfer to Other Funds	1,358,604	3,919,822	771,000	650,000	-	-	-	-	-	6,699,426
Total Expenditures	\$ 11,967,633	\$ 4,023,072	\$ 7,652,559	\$ 3,763,137	\$ 9,101,492	\$ 890,323	\$ 6,077,843	\$ 723,599	\$ 1,272,500	\$ 45,472,158
Cash & Equivalent Balance December 31, 2024	\$ 2,156,713	\$ 1,792,487	\$ 3,923,992	\$ 1,724,088	\$ 2,762,610	\$ 1,640	\$ 85,631	\$ 38,182	\$ -	\$ 12,485,343
Restricted - Fund Reserve	2,000,000	-	3,315,468	1,293,493	238,379	-	65,000	31,000	-	6,943,340
Restricted - Other	32,000	125,000	-	425,500	2,495,849	-	-	-	-	3,078,349
Unrestricted	124,713	1,667,487	608,524	5,095	28,382	1,640	20,631	7,182	-	2,463,654

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%	6,218,900	11.7%	24.8%
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%	1,538,500	1.2%	42.8%
Dental Insurance	43,895	30,594	-30.3%	50,250	14.5%	64.2%
125 Medical Reimbursement	1,750	1,750	0.0%	1,750	0.0%	0.0%
Employee Life Insurance	12,639	14,834	17.4%	18,185	43.9%	22.6%
Short Term Disability	14,759	14,079	-4.6%	19,390	31.4%	37.7%
Vision Insurance	10,124	6,778	-33.1%	11,460	13.2%	69.1%
FICA/FMED	460,895	422,108	-8.4%	517,583	12.3%	22.6%
Retirement 401	408,128	358,084	-12.3%	603,280	47.8%	68.5%
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%	\$ 9,736,098	12.6%	26.1%

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	4	0	4
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	1	0	1
Total General Fund	70	6	76
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	111	19	130

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	4
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	1
Total General Fund	71.71	65.71	65.73	67.73	72.23
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	117.19

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

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%	736,812	-46.6%	97.8%
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%	\$ 1,388,359	-44.2%	7.0%
CIT Fund	-	-	0.0%	-	0.0%	0.0%
Transportation Fund	3,874,942	1,240,120	-68.0%	5,343,484	37.9%	330.9%
Water Fund	1,228,090	657,735	-46.4%	1,241,147	1.1%	88.7%
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%	288,800	-72.5%	-19.7%
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%	\$ 17,322,550	33.5%	198.9%

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
Total Parks	\$ 736,812	\$ 5,000	\$ 303,300
<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	\$ 1,388,359	\$ 22,325	\$ 566,148

	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	-	-
Beach Drive Culvert Replacement (FY2023 Carryover)	97,000	-	84,554
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	5,343,484	2,013,897	2,236,280
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 (1) (Replacements)	110,800	15,000	-
Analyer/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	1,241,147	15,300	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
Monitor, PC, Laptops (Replacements)	1,300	100	-
Total Grand Glaize Airport	\$ 288,800	\$ 218,350	\$ 57,500
<u>TOTAL ALL CAPITAL</u>	\$ 17,322,550	\$ 7,441,026	\$ 3,753,790
FY2024 Corresponding Revenue Allocations			
Total Grant Subsidy (includes OBSRD Funding)	36.7%	\$ 6,363,597	
Total CIT Funded	0.0%	\$ -	
Total Sale of Equipment	0.7%	\$ 126,825	
Total ARPA Funded	5.5%	\$ 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
Agenda Item Summary

Date of Meeting: December 21, 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. *Second Reading*

Requested Action:

Second 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:

The first reading was read and approved December 7, 2023. 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: December 7, 2023

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 21, 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. *Second Reading*

Requested Action:

Second 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:

The first reading was read and approved on December 7, 2023. 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: December 7, 2023

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 ☒ 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	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 21, 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, Murphy, 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. *Second Reading*

Requested Action:

Second 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:

The first reading was read and approved on December 7, 2023. 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: December 7, 2023 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

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: Gross Hourly Rate:	Principal \$307.93	Project Engineer II \$248.25	Project Engineer I \$197.15	Project Manager II \$237.02	Project Manager I \$190.61	Sr. Engineer I \$146.11	Technical Manager II \$167.73	Engineer I \$110.78	Sr. Planner I \$140.73	Planner I \$110.94	Land Surveyor \$148.14	Sr. Technician \$138.38	Technician II \$114.10	Technician I \$96.32	Project Administrative Assistant \$90.72	Other Costs \$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 Avation (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						
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

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 21, 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. *Second Reading*

Requested Action:

Second 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:

The first reading was read and approved on December 7, 2023. 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: December 7, 2023

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	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	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 21, 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. *Second Reading.*

Requested Action:

Second 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:

The first reading was read and approved on December 7, 2023. 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: December 7, 2023 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:	<u>Grand Glaize Airport</u>
Project No.:	<u>23-045A-1</u>
County:	<u>Camden</u>

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 APPLICABLE TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)
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 =	\$479,640.64															
ROUNDED GRAND TOTAL =	\$480,000.00															

(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 21, 2023
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator

Agenda Item:

Bill 23-91 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 22.94 Adopting the 2023 Annual Operating Budget, Transfer of Funds for Necessary Expenditures. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #23-91

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - fiscal yearend is December 31, 2023.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

City Administrator Comments:

Bill 23-91 represents budget amendments to the FY2023 Operating Budget to finish out the fiscal year, accounting for previously approved items and carryover items. The amendments proposed have been outlined in the proposed FY2024 Operating Budget and represented appropriately in ending cash balance estimates for December 31, 2024.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 22.94 ADOPTING THE 2023 ANNUAL OPERATING BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENSES IN VARIOUS FUNDS

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

Section 1. That the 2023 Annual Operating Budget adopted as Ordinance No. 22.94 is hereby amended by appropriating additional funds or reducing appropriations as follows:

	Original Item	Amended Item
10-07-711000 Salaries	\$ 176,700	\$ 156,478
10-07-733800 Professional Service	\$ 0	\$ 20,222
10-14-774265 Vehicles	\$ 134,642	\$ 185,787
10-18-733800 Professional Service	\$ 300,000	\$ 395,000
10-21-773020 Holiday Lights/Banner	\$ 25,000	\$ 45,371
20-00-799945 Transfer to Lee C Fine Fund	\$ 0	\$ 25,000
45-00-620020 Transfer from Transportation Fund	\$ 0	\$ 25,000
45-00-773225 Apron Project	\$ 0	\$ 300,000
61-00-799962 Transfer to First Bank/ ½ TDD	\$ 158,000	\$ 162,500
62-00-733751 Developer Reimbursement	\$ 73,000	\$ 81,400
63-00-799961 Transfer to UMB/TIF Notes	\$ 0	\$ 124,000

Section 2. In all other respects the 2023 Annual Operating Budget adopted in Ordinance No. 22.94 remains in full force and effect.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.91 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. 23.91.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 21, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-92 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Four Seasons Plumbing to complete the Lift Station Rehab 2023 project for an amount not to exceed \$224,080. *First Reading*

Requested Action:

First Reading of Bill #23-92

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 - (Sewer Fund, pending FY2024 budget adoption)

Budget Line Information (if applicable):

Budget Line Item/Title: 35-00-773114 Liftstation Improvements Proposed in the 2024 Budget

Department Comments and Recommendation:

The bid for this project was advertised in late October and the bids were opened on November 30th. The City received 2 bids and the low bid was from Four Season Plumbing. The bid tab and Four Season Plumbing bid documents are attached. The City has a good relationship with this vendor and we are comfortable with them doing this work. I did check the references for Four Season Plumbing and found no problems.

This project was originally budgeted in 2023, but was carried forward to the proposed 2024 Budget. Both of these stations are suffering from corrosion and pipe degradation issues. This project will replace all the valves, pumps and plumbing in the station. All of this work will take place in 2024.

FY2024 Budget:

Station 62-3 Improvements (Lazy Days Rd.) = \$94,410

Station 24-1 Improvements (Osage Beach Rd.) \$180,210
Total Budget = 274,620
Four Season Bid = 224,080

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-92 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 FOUR SEASONS PLUMBING, LLC FOR THE LIFT STATION REHAB 2023 PROJECT FOR AN AMOUNT NOT TO EXCEED \$224,080.00

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 Four Season Plumbing, LLC., under substantially the same or similar terms and conditions as set forth in “Exhibit A”.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Two Hundred Twenty-Four Thousand, and Eighty Dollars. (\$224,080.00)

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.92 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. 23.92.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and _____

WITNESSETH:

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

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

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

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

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

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

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

Lift Station Rehab 2023

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

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within **Thirty (30)** consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

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

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

**Disqualified for
Insufficient/Incorrect
Numbers**

\$ 224,080.00

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. 1 Dated Nov 14, 2023
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.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization/Start-Up/Permits/Bonds	LS	1		15604.00
2	Station 62-3 Improvements (Lazy Days Rd.)	LS	1		110,844.00
3	Station 24-1 Improvements (Osage Beach Rd.)	LS	1		87,632.00
4	Force Account	LS	1	\$10,000.00	10,000.00
Total Base Bid:					224,080.00

TOTAL BID IN WRITING: two hundred twenty four thousand eighty dollars

(See Next Sheet for Station Schedule of Values)

Lift Station Rehab 2023

The following Schedule of Values may not include all items necessary to complete the work. Contractor should consider any additional items for their lump sum bid for each station. This should include any items reasonably inferable from the project specifications and plans or contractor deems necessary to complete the work. Contractor is encouraged to visit the sites prior to bidding the project.

Contractor is not required to fill out Schedule of Values for each lift station. City may request the Schedule of Values upon award of the project and prior to beginning construction.

Station 62-3 Schedule of Values

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Removal of Existing Piping & Equipment	LS	1	5382	5382.00
2	Bypass Pumping	DAYS	1	5593	5593.00
3	Detail 'A' 4-inch dia. Bypass Quick Connect Assembly	EA	2	2864	5722.00
4	8-inch dia. Insertion Gate Valve w/ Valve Box	EA	2	10,674	21348.00
5	Base Elbow, Lifting Chain, & Guiderail	EA	2	1109.50	2219.00
6	ABS/Sulzer Pump Model XFP100G	EA	1	18322	18322.00
7	8-inch dia. C900 P.E. DR 14 PVC Discharge Piping	LS	1	35019	35019.00
8	4-inch to 8-inch Flanged D.I. Increaser	EA	2	414.00	828.00
9	8-inch dia. Flanged Check Valve	EA	2	1642.50	3285.00
10	8-inch dia. Flanged Gate Valve	EA	2	1620.00	3240.00
11	8-inch dia. Flanged D.I. 90-degree Bend	EA	3	598.67	1796.00
12	8"x8"x8" Flanged D.I. Tee	EA	1	798	798.00
13	8-inch dia. Mega-Coupling	EA	1	820	820.00
14	Duckbill Check Valve	EA	1	496	496.00
15	Mixer Hose Conduit to Wet Well	LS	1	1774	1774.00
16	Retrofit Fall Thru Prevention on Wet Well & Valve Vault Hatches	EA	2	930	1860.00
17	2-inch Stainless Steel Vent w/ Screen	EA	4	-	-
18	6-inch Stainless Steel Vent w/ Screen	LS	1	1860	1860.00
19	Site Clean Up & Restoration	LS	1	2282	2282.00

See Station 24-1 Schedule of Values on Following Page

Station 24-1 Schedule of Values

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Removal of Existing Piping & Equipment	LS	1	4410	4410.00
2	Bypass Pumping	DAYS	1	4511	4511.00
3	Detail 'A' 4-inch dia. Bypass Quick Connect Assembly	EA	2	2886	5772.00
4	6-inch dia. Insertion Gate Valve w/ Valve Box	EA	2	7674	15348.00
5	Base Elbow, Lifting Chain, Guiderail, & Leads	EA	2	1059.50	2119.00
6	ABS/Sulzer Pump Model XFP101G	EA	2	7574	15152.00
7	6-inch dia. C900 P.E. DR 14 PVC Discharge Piping	LS	1	24019	24019.00
8	4-inch to 6-inch Flanged D.I. Increaser	EA	2	325	650.00
9	6-inch dia. Flanged Check Valve	EA	2	1247.50	2495.00
10	6-inch dia. Flanged Gate Valve	EA	2	1240	2480.00
11	6-inch dia. Flanged D.I. 90-degree Bend	EA	3	432	1296.00
12	6"x6"x6" Flanged D.I. Tee	EA	1	598	598.00
13	6-inch dia. Mega-Coupling	EA	1	620	620.00
14	Duckbill Check Valve	EA	1	496	496.00
15	Mixer Hose Conduit to Wet Well	LS	1	1774	1774.00
16	Retrofit Fall Thru Prevention on Wet Well & Valve Vault Hatches	EA	2	875	1750.00
17	2-inch Stainless Steel Vent w/ Screen	EA	4	-	-
18	6-inch Stainless Steel Vent w/ Screen	EA	1	1860	1860.00
19	Site Clean Up & Restoration	LS	1	2282	2282.00

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 1125 INDUSTRIAL DR this 30th day of November, 2023.
OSAGE BEACH, MO 65065
 LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: Paula A. Yost owner
 Signature and Title

PAULA A YOST
 Typed or Printed Name

Doing Business As Four Seasons Plumbing
 Name of Firm

Business Address of Bidder: 1125 INDUSTRIAL DR
OSAGE BEACH, MO 65065
 Telephone No. 573-348-2093

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:

FOUR SEASONS PLUMBING
Name of Corporation

By

Paula A Yost owner
Signature & Title

PAULA A YOST
Typed or Printed Name

ATTEST:

[Signature]
Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

BRITTANY N YOST
Typed or Printed Name

Business Address of Bidder: _____

1125 INDUSTRIAL DRIVE

OSAGE BEACH, MO 65065

Telephone No. _____

573-348-2093

If Bidder is a Corporation, supply the following information:

State in which Incorporated: _____

MISSOURI

Name and Address of its: President _____

PAULA A YOST

1125 INDUSTRIAL DR, OSAGE BEACH

Secretary _____

BRITTANY YOST

MO 65065

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:

Four Seasons Plumbing
Name of Corporation

By

Paula A. Yost
Signature & Title

Typed or Printed Name

ATTEST:

Brittany N. Yost
Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Brittany N. Yost
Typed or Printed Name

Business Address of Bidder:

1125 Industrial Drive
Osage Beach, MO 65065
Telephone No. 573-348-2093

If Bidder is a Corporation, supply the following information:

State in which Incorporated:

Missouri

Name and Address of its: President

Paula A. Yost

1125 Industrial Dr Osage Beach, MO

Secretary

Brittany Yost

BIDDER'S QUALIFICATIONS AND SUBCONTRACTING

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

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

<u>Location</u>	<u>Year</u>	<u>Type & Size</u>	<u>Approximate Bid</u>
St Monte Pressure Sewer & Lift Station	19		\$ 750,000
Margheritaville Lift Station Sewer Slope & Treatment Plant & Lift Station replacements	18		\$ 125,000
			\$ 30,000
Palisades Lift Station repair & maintenance		30 HP pumps	\$ 65,000

- b. List of equipment available for this job.

Excavator
Service Truck
Dump Truck

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

<u>(Name)</u>	<u>(Type of Work)</u>
N/A	

This report is an integral part of the proposal.

Dated NOV 30, 23
By [Signature]
Title Secretary

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

CERTIFICATION OF BIDDER

Bidder's Name Four Seasons Plumbing

Address 1125 Industrial Drive Osage Beach, MO

Internal Revenue Service Employer Identification Number _____

1. Participation in a previous contract or subcontract

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

2. Dollar amount of bid \$ 224,080.00.

3. Anticipated performance period 12 days.

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

5. Non segregated facilities

a. Notice to Prospective Federally Assisted Construction Contractors

- (1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the recipient prior to the award of a federally-assisted construction contract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.
- (2) Contractors receiving federally-assisted construction contract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000 00 and are not exempt from the provisions of the Equal Opportunity Clause;

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

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

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

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

c. Certification of Non segregated Facilities

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

REMARKS:

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

PAULA A YOST OWNER
(Name and Title of Signer - type written)

Paula A Yost
Signature

11/30/23
(Date)

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

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

Four Seasons Plumbing
Name of Prime Contractor

GENERAL

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

SUBCONTRACTORS CERTIFICATION

Subcontractor's Name n/a

Address _____

Internal Revenue Service Employer Identification Number _____

1. Participation in a previous contract or subcontract

- a. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause _____ Yes _____ No.
- b. Compliance reports were required to be filed in connection with such contract or subcontract _____ Yes _____ No.
- c. Subcontractor as filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964? _____ Yes _____ No.
- d. If answer to item c is "No" please explain in detail on reverse side of this certification.
- e. Have you ever been or are you being considered for sanction due to violation of executive order 11246 as amended. _____ Yes _____ No.

2. Dollar amount of proposed subcontract \$ _____.

3. Anticipated performance period _____.

4. Expected total number of employees who will perform the proposed subcontract _____.

5. Non segregated Facilities

a. Notice to Prospective Contractors of Requirement for Certification of Non segregated Facilities

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

(2) Contractors receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding

of this notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

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

REMARKS:

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

PAULA A YOST OWNER

(Name and Title of Signer - type written)

Paula A Yost

Signature

11/30/23

(Date)

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

CITY OF OSAGE BEACH, MISSOURI

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, "the Bidder", Four Seasons Plumbing, a corporation X, individual _____, partnership _____, joint venture _____, of the State of Missouri, qualified to do business in the State of Missouri, as Principal, and "the Surety", _____, of the State of MO, authorized to do business as surety in the State of Missouri, are hereby held and firmly bound unto the **CITY OF OSAGE BEACH, MISSOURI**, a third class City, "the Owner", as Oblige in the penal sum of Eleven thousand two hundred four Dollars (\$ 11,204), which represents five percent (5%) of the sum of the Bidder's Base Bid plus all alternates, for the payment of which the Bidder and the Surety hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly and severally, firmly by these presents in accordance with Missouri Law.

WHEREAS, the Bidder has submitted to the Owner the Bidder's Bid, to which this Bond is attached, to enter into the Contract with the Owner for **LIFT STATION REHAB 2023** covered by Bidding Documents prepared by the Engineer, which Bidding Documents are incorporated into this Bid Bond by this reference:

NOW, THEREFORE: THE CONDITION OF THIS OBLIGATION IS THAT, if the Bidder (a) faithfully performs and fulfills all the understandings, covenants, terms, conditions and requirements of the Bidding Documents (including written Addenda issued before Bid opening) within the time specified or any extension thereof, with or without notice to the Surety, or (b) fails to comply with all the understandings, covenants, terms conditions and requirements of the Bidding Documents (including written Addenda issued before Bid opening) within the time specified or any extension thereof, with or without notice to the Surety, but pays the Owner the difference, not to exceed the penal sum amount set forth in this Bond, between the amount given by the Bidder's Base Bid plus those alternates selected by the Owner and the amount by which the Owner may procure the Work - then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect.

- A. If the Owner makes demand on the Surety to perform in accordance with the Surety's obligations under this Bond, then the full amount of the Surety's obligation for default of the Principal shall be immediately due and payable to the Owner, and the Surety shall pay that sum without delay. Additionally, the Surety shall reimburse the Owner for all costs of collection, as provided in Instruction to Bidders.
- B. The Surety, for value received, stipulates and agrees that the obligations of the Surety and its Bond shall be in no way impaired or affected by any extension of time within which the Owner may accept the Bid, and the Surety does, by this agreement, waive notice of any such extension.
- C. It is the intention of the Bidder, Surety and Owner that the Surety shall be bound by all terms and conditions of the Bidding Documents and this Bid Bond. However, if any provision(s) of the Bid Bond is/are illegal, invalid or unenforceable, all other provisions of this Bid Bond shall nevertheless remain in full force and effect, and the Owner shall be protected to the full extent provided by Missouri Law.

IMPORTANT: The Surety shall be satisfactory to the Owner and hold a current Certificate of Authority as an acceptable surety or reinsurer under 31 CFR Part 223 (and be listed on the most current U.S. Department of the Treasury Circular 570 of acceptable sureties).

Lift Station Rehab 2023

Address and Telephone of Surety

Address and Telephone of agent
who is licensed in Missouri

N/A

Signed and sealed this 30th day of November, 20 23.

WITNESS:

BIDDER: (Print Full Name)

By: Paula A Yost

Name & Title: PAULA A YOST
owner

WITNESS:

SURETY: (Print Full Name & Sign)

By Agent: _____

By Attorney-in-Fact: _____
(Attach Certified Copy of Power of Attorney)

**CERTIFICATE OF PRINCIPAL
(BIDDER)**

I, Paula Vost, certify that I am owner of
(Name of person signing certificate) (Title of person signing Certificate)

Four Seasons Plumbing and Paula Vost
(Company Name) (Name of Person Signing Bid Bond)

was then owner of the Bidder and has the authority to sign the Bid Bond. The Bid Bond
(Title of person signing Bid Bond)

was duly signed, sealed, and attested for and on behalf of the Bidder by authority of its governing body.

Paula Vost
 Signed by the Authorized Officer or manager of the Bidder
Four Seasons Plumbing
 Name of the Bidding Entity

(Corporate Seal)

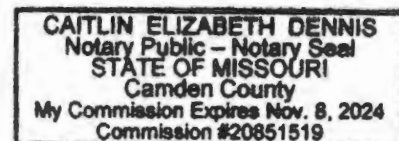
**VERIFICATION
(BIDDER)**

STATE OF Missouri
 COUNTY OF Camden) SS

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared (enter name of person who signed the Bid Bond on behalf of the Bidder), Paula Vost
 to me well known to be the person described in and who signed the Bid Bond, who being by me first duly sworn upon oath, says that he/she is the attorney-in-fact for (enter name of bidding entity) Four Seasons Plumbing and has the authority to execute the attached Bid Bond on behalf of the named Bidder in favor of the **CITY OF OSAGE BEACH, MISSOURI.**

Subscribed and sworn before me on this 30th day of November, 2023

Notary Public Caitlin Elizabeth Dennis
 My Commission Expires: 11-8-2024, 20



**WORKERS ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
CITY OF OSAGE BEACH CONTRACT AGREEMENTS IN EXCESS OF \$5,000**

(For joint ventures or contracts by more than one individual, a separate affidavit is required for each person or business entity)

State of Missouri)
)ss
County of Camden)

On this _____ day of _____, 2023, before me appeared Paula A Yost, personally known to me or proved to me on the basis of (name) satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is Paula A Yost, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the City of Osage Beach to perform my job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

I am the owner of Four Seasons Plumbing LLC and I am duly authorized
(Position) (Name of Business Entity)

Directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of existing and newly hired employees. The aforementioned business entity shall participate in said program with respect to all employees working in connection under the within contract agreement with the City of Osage Beach.

I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by section 285.530 RSMo.

I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within stated contract agreement with the City of Osage Beach, and alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324 a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530 RSMo, the aforementioned business entity may be held liable under Section 385.525 through 285.550 RSMo, for subcontractors that knowingly employ or continue to employ unauthorized alien to work within the State of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

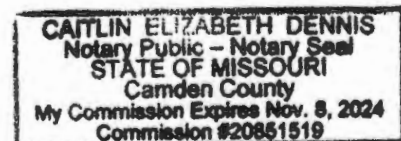
Paula A Yost
Affiant Signature

Subscribed and sworn to before me this 30th day of November, 2024.

Caitlin Elizabeth Dennis
Notary Public

My Commission Expires: 11-8-2024

Seal:



AGREEMENT

THIS AGREEMENT, made and entered into this 29 day of November, 2023 by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and Paula Host a Four Seasons Plumbing 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:

Lift Station Rehab 2023

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

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within **Thirty (30)** consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

*

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Four Seasons Plumbing
Contractor, Party of the Second Part

Secretary

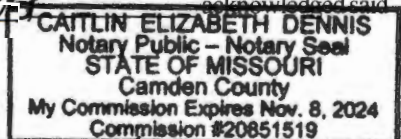
By Paula Yost
Name and Title

(CORPORATE SEAL)

STATE OF Missouri
COUNTY OF Camden

On This 30th day of November, 2023, before me appeared Paula Yost
to me personally known who, being by me duly sworn, did say that he is the Owner of _____
Four Seasons Plumbing and that the seal affixed to said instrument is the corporate seal of
said corporation by authority of its board of directors, and said Paula Yost acknowledged said
instrument to be the free act and deed of said corporation.

(SEAL)



My commission Expires: 11-8-2024

Caitlin Elizabeth Dennis
Notary Public Within and For Said County and State

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That Powla A Host, owner
Four Seasons Plumbing
(Name of Contractor)

1125 Industrial Drive Osage Beach, MO
(Address of Contractor)

a LLC hereinafter called Principal, and
(Corporation, Partnership, or Individual)

56% of total bid (\$11,204.00)
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

**CITY OF OSAGE BEACH
1000 CITY PARKWAY
OSAGE BEACH, MISSOURI 65065**

hereinafter called OWNER in the total aggregate penal sum of _____

_____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the 29 day of November, 20 23, a copy of which is hereto attached and made a part hereof for the construction of:

Lift Station Rehab 2023

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT so amended. The term "Amendment," wherever used in this BOND, and whether referring to this BOND or the Contract, shall include any alteration, addition, extension, or modification of any character whatsoever.

INSURANCE CERTIFICATION

Tara Berreth, City Clerk
City Hall
City of Osage Beach, Missouri

Re: Insurance Coverage During Work On the
Lift Station Rehab 2023
in the City of Osage Beach, Missouri

Gentlemen:

The undersigned is an authorized representative of _____

insuring company for _____

for and during the entire period of the project.

In compliance with the Contract between _____ and the City of Osage Beach, a Certificate of Insurance signed by an authorized representative of our Company which details the exact amounts of coverage insured by us for the Lift Station Rehab 2023 under the contract herein before mentioned and which in every particular complies with the requirements is attached hereto after having been fully read and checked for compliance by this Company. Further, any exclusionary clauses or portions of any insurance agreement creating coverage's relating to the aforesaid contract which specify that certain events or occurrences are not covered by any policy, are identified clearly and explained in attached exhibits. There is no exclusionary clauses in any insuring agreement other than those so identified.

(Insurance Company) (Seal)

(Authorized Representative)

Date _____

**Certificate Included*



FOURSEA-02

LROYER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Winter-Dent 101 E McCarty Jefferson City, MO 65101	CONTACT NAME: Candy L. Horn	
	PHONE (A/C, No, Ext): (573) 634-2122 1141 FAX (A/C, No): (573) 636-7500	
	E-MAIL ADDRESS: Candy.Horn@Winter-Dent.com	
INSURED Four Seasons Plumbing, LLC 1125 Industrial Dr Osage Beach, MO 65065	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: United Fire & Casualty Company	13021
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			60503605	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			60503605	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			60503605	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	60503605	5/1/2023	5/1/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cindy G. Banitt

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 21, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 23-93 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Thomas Construction Company for the Parks Maintenance Building Restroom Addition for an amount not to exceed \$203,304.00 *First Reading*

Requested Action:

First Reading of Bill #23-93

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. Board of Aldermen approval required for purchases if fewer than two (2) bids or proposals from qualified vendors are received per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

None

Budgeted Item:

Yes - FY2024 Operating Budget

Budget Line Information (if applicable):

FY2024 Operating Budget - 10-10-773278 Park Improvements

Department Comments and Recommendation:

This project was budgeted in 2023, but carried forward to 2024, within the Park Improvements project list. The budget for this project (Maintenance Building Improvements) is \$118,000, but includes other aspects. This portion of the project as bid = \$107,000. This project was advertised in October and bids were opened in late November. The City only received one bid and that bid is for \$230,304, details enclosed.

I believe that this price is too high for such a small project, and it should be rejected. I have spoken with several of our engineers about this. We believe, in this case, the City's bonding policy prohibits smaller contractors from taking on a smaller job like this.

Bonding requirements are an important process and offers protection to the City in the event of failures by contractors, and staff is researching solutions.

At this time it is recommended for the Board NOT to award the contact, rejecting the bid, and allow staff to re-bid said project, per 135.040.D.e. - "The Board of Aldermen may accept and/or reject any or all bids and shall make the final award as determined to be the most advantageous to the City, taking into consideration price, bid solicitation and specifications."

City Attorney Comments:

Per City Code 110.230, Bill 23-93 is in correct form.

City Administrator Comments:

I concur with the department's recommendation. This is not considered a non-responsive or unacceptable bid as it relates to formal bid specifications (City Code Section 135.404. D.f.); therefore, the Board of Aldermen considers the award of said contract. If the First Reading fails, the award is rejected.

BILL NO. 23.93

ORDINANCE NO. 23.93

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THOMAS CONSTRUCTION COMPANY FOR THE PARKS MAINTENANCE BUILDING RESTROOM ADDITION FOR AN AMOUNT NOT TO EXCEED \$230,304.00

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a Construction Contract with Thomas Construction Company., under substantially the same or similar terms and conditions as set forth in “Exhibit A”.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Two Hundred Thirty Thousand Three Hundred and Four Dollar. (\$230,304.00)

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 23.93 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. 23.93.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and _____

WITNESSETH:

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

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

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

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

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

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

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

Park Restroom 2023

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

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within **Thirty (30)** consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

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

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

Bid Tabulation
Park Maintenance Building Restroom Addition
Osage Beach Project No. OB23-025
November 9, 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		Thomas Construction	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Park Department Restroom	LS	1	\$ 92,000.00	\$ 92,000.00	\$ 215,304.00	\$ 215,304.00
2	Force Account	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
TOTAL BASE BID					\$ 107,000.00		\$ 230,304.00

Park Maintenance Building Restroom Addition

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. _____ 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.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Parks Department Restroom	LS	1	215,304.00	215,304.00
5	Force Account	LS	1	\$15,000.00	\$15,000.00
Total Base Bid					230,304.00

TOTAL BID IN WRITING: TWO HUNDREN THIRTY THREE HUNDREN FOUR AND 0/100
DOLLARS

Park Maintenance Building Restroom Addition

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.

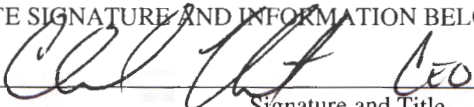
If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the Owner shall, at the option of the Owner, be retained by the Owner as liquidated damage for the 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 OSAGE BEACH this 20th day of NOVEMBER, 2023.

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

 CEO
Signature and Title

CHAD NUGENT
Typed or Printed Name

Doing Business As

JAMES R. THOMAS CONSTRUCTION COMPANY
Name of Firm

Business Address of Bidder:

5635 OSAGE BEACH BLVD
OSAGE BEACH, MO 65065
Telephone No. 573-348-3636

Park Maintenance Building Restroom Addition

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:

JAMES R THOMAS DBA

THOMAS CONSTRUCTION

Name of Corporation

By

[Signature]

Signature & Title

CEO

CHAD NUGENT

Typed or Printed Name

ATTEST:

Secretary or Assistant Secretary Signature

JIM NUGENT

Typed or Printed Name

(CORPORATE SEAL)

Business Address of Bidder:

5635 OSAGE BEACH PARKWAY

OSAGE BEACH, MO 65065

Telephone No.

(573) 348-3636

If Bidder is a Corporation, supply the following information:

State in which Incorporated:

MISSOURI

Name and Address of its: President

CHAD NUGENT

5635 OSAGE BEACH PARKWAY OSAGE BEACH, MO 65065

Secretary

JIM NUGENT

5635 OSAGE BEACH PARKWAY OSAGE BEACH, MO 65065

Park Maintenance Building Restroom Addition

BIDDER'S QUALIFICATIONS AND SUBCONTRACTING

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

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

Location	Year	Type & Size	Approximate Bid
WAYNESVILLE HS	2023	RESTROOM REMODEL	900,000
SOEL E. BARBER	2023	RESTROOM REMODEL	600,000

- b. List of equipment available for this job.

SKID STEER
MINI EXCAVATOR

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

(Name)	(Type of Work)
QUALITY	ELECTRIC
BEN TREE SERVICE	EXCAVATING
BEN INTERIORS	PANELING

This report is an integral part of the proposal.

Dated 11/20/23
By GUY AUGENSTEIN
Title PROJECT MANAGER / ESTIMATOR

Park Maintenance Building Restroom Addition

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

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

CERTIFICATION OF BIDDER

Bidder's Name THOMAS CONSTRUCTION
Address 5635 OSAGE BEACH PARKWAY OSAGE BEACH, MO
65065

Internal Revenue Service Employer Identification Number 43-1077362 CN
43-1077141 CN

1. Participation in a previous contract or subcontract

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

2. Dollar amount of bid \$ 230,304.00 CN 170 CN

3. Anticipated performance period 180 days.

4. Expected total number of employees who will perform the proposed construction 30.

5. Non segregated facilities

a. Notice to Prospective Federally Assisted Construction Contractors

- (1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the recipient prior to the award of a federally-assisted construction contract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.
- (2) Contractors receiving federally-assisted construction contract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000 00 and are not exempt from the provisions of the Equal Opportunity Clause;

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

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

Park Maintenance Building Restroom Addition

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

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

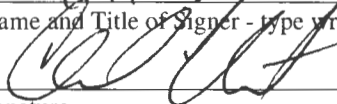
c. Certification of Non segregated Facilities

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

REMARKS:

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

CHAD NUGENT - CEO
(Name and Title of Signer - type written)


Signature

11/20/23
(Date)

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

Park Maintenance Building Restroom Addition

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

Name of Prime Contractor

GENERAL

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

SUBCONTRACTORS CERTIFICATION

Subcontractor's Name _____

Address _____

Internal Revenue Service Employer Identification Number _____

1. Participation in a previous contract or subcontract

- a. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause _____ Yes _____ No.
- b. Compliance reports were required to be filed in connection with such contract or subcontract _____ Yes _____ No.
- c. Subcontractor as filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964? _____ Yes _____ No.
- d. If answer to item c is "No" please explain in detail on reverse side of this certification.
- e. Have you ever been or are you being considered for sanction due to violation of executive order 11246 as amended. _____ Yes _____ No.

2. Dollar amount of proposed subcontract \$_____.

3. Anticipated performance period _____.

4. Expected total number of employees who will perform the proposed subcontract _____.

5. Non segregated Facilities

- a. Notice to Prospective Contractors of Requirement for Certification of Non segregated Facilities

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

Park Maintenance Building Restroom Addition

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

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

REMARKS:

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

(Name and Title of Signer - type written)

Signature

(Date)

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

Park Maintenance Building Restroom Addition

**CERTIFICATE OF PRINCIPAL
(BIDDER)**

I, CHAD NUGENT, certify that I am CEO of
(Name of person signing certificate) (Title of person signing Certificate)
THOMAS CONSTRUCTION and CHAD NUGENT
(Company Name) (Name of Person Signing Bid Bond)
was then CEO of the Bidder and has the authority to sign the Bid Bond. The Bid Bond
(Title of person signing Bid Bond)

was duly signed, sealed, and attested for and on behalf of the Bidder by authority of its governing body.

[Signature]
Signed by the Authorized Officer or manager of the Bidder
THOMAS CONSTRUCTION
Name of the Bidding Entity

(Corporate Seal)

**VERIFICATION
(BIDDER)**

STATE OF Missouri)
COUNTY OF Miller) SS

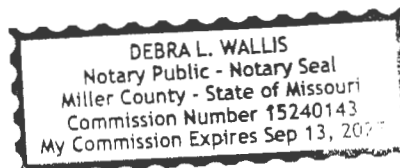
Before me, a Notary Public duly commissioned, qualified and acting, personally appeared (enter name of person who signed the Bid Bond on behalf of the Bidder), Chad Nugent
to me well known to be the person described in and who signed the Bid Bond, who being by me first duly sworn upon oath, says that he/she is the attorney-in-fact for (enter name of bidding entity) Thomas Construction and has the authority to execute the attached Bid Bond on behalf of the named Bidder in favor of the **CITY OF OSAGE BEACH, MISSOURI.**

Subscribed and sworn before me on this 20th day of November, 2023.

Notary Public

Debra L. Wallis

My Commission Expires: 9-13, 2027.



Park Maintenance Building/Public Works Facility Improvements

CITY OF OSAGE BEACH, MISSOURI

BID BOND

James R. Thomas Construction Company
KNOW ALL PERSONS BY THESE PRESENTS: That we, "the Bidder", dba Thomas Construction Company, a corporation x, individual____, partnership____, joint venture____, of the State of Missouri, qualified to do business in the State of Missouri, as Principal, and "the Surety", Liberty Mutual Insurance Company, of the State of Missouri, authorized to do business as surety in the State of Missouri, are hereby held and firmly bound unto the **CITY OF OSAGE BEACH, MISSOURI**, a third class City, "the Owner", as Oblige in the penal sum of Five Percent of Amount Bid Dollars (\$ 5%), which represents five percent (5%) of the sum of the Bidder's Base Bid plus all alternates, for the payment of which the Bidder and the Surety hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly and severally, firmly by these presents in accordance with Missouri Law.

WHEREAS, the Bidder has submitted to the Owner the Bidder's Bid, to which this Bond is attached, to enter into the Contract with the Owner for **PARK MAINTENANCE BUILDING/PUBLIC WORKS FACILITY IMPROVEMENTS** covered by Bidding Documents prepared by the Engineer, which Bidding Documents are incorporated into this Bid Bond by this reference:

NOW, THEREFORE: THE CONDITION OF THIS OBLIGATION IS THAT, if the Bidder (a) faithfully performs and fulfills all the understandings, covenants, terms, conditions and requirements of the Bidding Documents (including written Addenda issued before Bid opening) within the time specified or any extension thereof, with or without notice to the Surety, or (b) fails to comply with all the understandings, covenants, terms conditions and requirements of the Bidding Documents (including written Addenda issued before Bid opening) within the time specified or any extension thereof, with or without notice to the Surety, but pays the Owner the difference, not to exceed the penal sum amount set forth in this Bond, between the amount given by the Bidder's Base Bid plus those alternates selected by the Owner and the amount by which the Owner may procure the Work - then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect.

- A. If the Owner makes demand on the Surety to perform in accordance with the Surety's obligations under this Bond, then the full amount of the Surety's obligation for default of the Principal shall be immediately due and payable to the Owner, and the Surety shall pay that sum without delay. Additionally, the Surety shall reimburse the Owner for all costs of collection, as provided in Instruction to Bidders.
- B. The Surety, for value received, stipulates and agrees that the obligations of the Surety and its Bond shall be in no way impaired or affected by any extension of time within which the Owner may accept the Bid, and the Surety does, by this agreement, waive notice of any such extension.
- C. It is the intention of the Bidder, Surety and Owner that the Surety shall be bound by all terms and conditions of the Bidding Documents and this Bid Bond. However, if any provision(s) of the Bid Bond is/are illegal, invalid or unenforceable, all other provisions of this Bid Bond shall nevertheless remain in full force and effect, and the Owner shall be protected to the full extent provided by Missouri Law.

IMPORTANT: The Surety shall be satisfactory to the Owner and hold a current Certificate of Authority as an acceptable surety or reinsurer under 31 CFR Part 223 (and be listed on the most current U.S. Department of the Treasury Circular 570 of acceptable sureties).

Park Maintenance Building/Public Works Facility Improvements

Address and Telephone of Surety

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
617-357-9500

Address and Telephone of agent
who is licensed in Missouri

Winter-Dent & Company, PO Box 1046

Jefferson City, MO 65102, 573-634-2122

Signed and sealed this 20th day of November, 20 23.

WITNESS:

[Signature]

James R. Thomas Construction Company
dba Thomas Construction Company
BIDDER: (Print Full Name)

By: CHAD NUGENT

Name & Title: CHAD NUGENT CEO

WITNESS:

[Signature]

Liberty Mutual Insurance Company
SURETY: (Print Full Name & Sign)

By Agent:

[Signature]

By Attorney-in-Fact:

[Signature]
(Attach Certified Copy of Power of Attorney) Kris Copra



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210021-973699**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Allison Madrid; Darla A. Veltrop; Kris Copra; Louis A. Landwehr

all of the city of Jefferson City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of April, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 26th day of April, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of November, 2023.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 21, 2023
Originator: Frederick Gregory, Parks and Recreation Manager
Presenter: Frederick Gregory, Parks and Recreation Manager

Agenda Item:

Bill 23-94 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Ballparks National to manage the hardball fields at the Osage Beach City Park and adjacent concession stand, the 'Ballfield Complex', for a term to commence February 1, 2024, and conclude October 31, 2024. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #23-94

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 operator would like to begin scheduling tournaments for 2024 immediately.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

The management of the Ball Fields and Concessions at the Osage Beach City Park was bid out on 10/11 and the bid opening took place on November 15, 2023. The City received one bid from Ball Parks National. (BPN) Their bid is attached. I have checked their references and found no problems.

The way this will work is BPN will pay the City \$32,500 immediately once the contract is intimated and \$32,500 by June 30, 2024. The City will also receive 5% of all concession sales, 5% of all gate fees, and we will receive the current published rate for sports field advertising (\$275 for one field/\$525 for 2 fields/\$750 for all three fields) and the current published rate for youth league sponsorships (\$300 per team).

The park staff will still maintain the fields at the same level they do now. If BPN wishes to do any additional maintenance/improvements to the fields, written approval from the City, in advance, will be required.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 23-94 is in correct form.

City Administrator Comments:

Staff has worked diligently on the details within a somewhat tight timeframe, and this contract accurately summarizes Ballparks National's (BPN) proposal to manage the Osage Beach City Park ballfields for 2024. This has been an unusually complicated agreement to draft because nearly everything about it is unique. Ideally, staff could use some more time to flush out some of the details, but BPN is eager to get an agreement in place to begin scheduling tournaments during the January signup window.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH BALLPARKS NATIONAL LLC TO MANAGE THE HARDBALL FIELDS AT THE OSAGE BEACH CITY PARK AND ADJACENT CONCESSION STAND, THE "BALLFIELD COMPLEX" FOR A TERM TO COMMENCE FEBRUARY 1, 2024, AND CONCLUDE OCTOBER 31, 2024

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 from February 1, 2024, to October 31, 2024, with Ballparks National LLC., under substantially the same or similar terms and conditions as set forth in "Exhibit A".

Section 2. 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. 23.94 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. 23.94.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

**City of Osage Beach
RFP FORM**

Proposal for Baseball Fields Management

Tara Berreth
City Clerk
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

SUBMITTED BY: _____ Ballparks National _____
Company Name
DATE SUBMITTED: _____ 10/27/23 _____

Your Bid

\$ _____ 65,000 _____ annual compensation for the Baseball Fields Management

\$ _____ annual compensation for the Baseball Fields Management

Description of proposer's recent experience/references – attach additional sheet(s) if necessary:

See attached _____

Also requests for variation for two terms are also attached – if accepted that would affect our overall bid.

Pursuant to and in accordance with the above stated RFP, the undersigned hereby declares that they have examined the **Baseball Fields Management** RFP documents. The undersigned proposes and agrees, if their proposal is accepted, to furnish the materials and services described in the RFP documents.

Company _____ Ballparks National, LLC _____ By _____
(Authorized Representative)
Address _____ 480 Kissick Way _____ Jeff Verneti, General Manager _____
(Print or type name and title)
_____ Macks Creek MO 65786 _____

Phone _____ 573-552-9300 _____ Email _____ jeff@ballparksnational.com _____

FAX _____ Date _____ 10/27/23 _____



10/27/23

Mayor Harmison, City Clerk Berreth, & Osage Beach Board of Alderman,

Hello, my name is Jeff Verneti, I am the General Manager and a minority owner of Ballparks National – one of the premier youth baseball and softball complexes in the country. Ballparks National (or BPN) opened in the fall of 2020 with the mission of offering a premium athletic product in one of the top resort communities in the country, Lake of the Ozarks, Missouri. We have focused our attention on the customer experience – offering great viewing sightlines, unique food and beverage options, a guest services department to enhance their visit to the lake, and of course great tournaments and game play.

Our mission is to bring families to a place to play where they can also experience a vacation at the same time as they are traveling for a tournament. We have been voted Missouri's Best Youth Sports Complex each year that we have been open, as well as several other local awards from the Chamber of Commerce and Council for Economic Development.

Our current complex is built on 110 acres at the west end of the Lake of the Ozarks – surrounded by the top recreational lake in the country, tremendous hotels and lodging, great outdoor and family activities, and much more. BPN currently has five fields – featuring synthetic turf playing surface, LED lighting, pro-style dugouts, batting cages, and unique patron seating. We also have a main clubhouse building which houses our main concession area, a grab and go convenient store, a pro shop and a 2,500 square foot deck and bar. By the spring of 2024, our total field count will be eight, as we bring three new full-sized fields on-line.

We have a full-time management staff of seven and have another 50+ part-time employees during our season. These workers are mostly 15-18 years old and come to us from the local high schools.

In our three years of operation, we have experienced significant growth. We have had over 2,300 teams play at BPN, traveling from 19 different states! That 2,300-team total translates into over 25,000 athletes and 75,000 fans – so over 100,000 guests have visited so far. We have played over 4,500 games at the ballpark, with only 10 games lost due to a lightning storm, and zero games or tournaments washed out from rain. The fields and their drainage are truly state of the art.

We have recently rolled out our 2024 spring and summer calendar. This event calendar features weekend events from March 11 through July 30 and features some major national events. We have extensive partnerships with a number of major tournament vendors and sanctioning bodies. We also have experience running local leagues, camps, clinics, adult softball and more – as that has been a major part of our programming since our inception. We also host numerous area HS teams for practices and games throughout the year.

In 2023, we were sold out every weekend from Memorial Day through the end of July except for one, and that one was close to selling out. Right now, the capacity for a weekend event is 45 teams. We had 166 teams on our wait list that we couldn't fit into our tournament revenue.

Operationally, we also have done an amazing job with all of our concession and merchandising. Each year, utilizing our experience in food and beverage management, vendor relationships, and marketing, we have had over \$600,000 in gross sales for our five-field complex. That total will increase dramatically for 2024 with the inception of our three new fields. Our staff understands our customer base and provides restaurant quality food at an affordable price, far above what a typical concession stand provides. We have extensive training for our staff in food service operation – the preparation for food, cleaning and storing standards, health code items, and liquor control policies. We have also innovated a number of ways we provide food to our customers – mobile ordering, push notifications, interactive menus, and so on. We put as much emphasis on concessions and merchandising as we do for our actual events themselves.

We are also excited that the league operations are included in this RFP. Our staff is very qualified to not only run and facilitate the league, but to improve its overall operation and grow participation for youth baseball and softball in the lake area. Our qualifications in this proposal are undeniable, and unmatched in this area.

Due to this unprecedented success, we feel that we are the right strategic partner for the City of Osage Beach and will help inject new revenue into not only the city but the surrounding community.

Please accept this bid documentation as our formal proposal to manage the baseball field complex and concessions for 2024. Included in this package are a list of professional references, insurance and license information, and a request for variation on two items contained in the RFP that we would like to potentially amend.

It is truly an exciting time at Ballparks National and we are looking forward to 2024 and beyond!

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Vernetti', with a long horizontal line extending to the right.

Jeff Vernetti
General Manager



BPN PROFESSIONAL REFERENCES

Performance Food Group – Steve Faes, 319-610-0087, steve.faes@pfgc.com

Game 7 Baseball – Dave Penning, 314-223-9611, dp@game7baseball.com

Golden Rule Insurance – Nick Brenizer, 573-348-1731, nick@goldenruleinsurance.com

Margaritaville Lake Resort – Ann Walters, 573-348-8564, annwalters@mvresortlakeoftheozarks.com

Captain Ron's – Ron Duggan, 573-216-6363, duggan@usmo.com

Macks Creek School District – Josh Phillips, 573-363-5909, jphillips@mackscreekpirates.org

Lake of the Ozarks CVB – Heather Brown, 573-348-1599, heather@funlake.com

COMC – Kelly Miller, 573-836-7071, kmiller@centralozarks.org



10/30/23

As part of our RFP submission, we would like to formally seek variation from the following terms put forward in the bid document and would like to propose an acceptable alternative. This would add to our overall rental revenue on an annual basis.

Item 3, d: *The City shall retain control of all advertising and sponsorship at the Ballfield Complex except for the Operator's own signage. Operator will provide its own signage to clearly communicate that it is managing the Ballfield Complex by agreement with the City.*

Ballparks National would like to propose an amendment to this item. Part of our entire experience for visiting teams, is our guest service component. We help teams book lodging, find entertainment opportunities, and support local businesses while they are visiting. We do this through not only our online presence, but through our signage. The cost of the signs would be completely ours alone, but we want the teams playing at the fields to really have a sense of what the area has to offer.

We have no issues with the current advertising that the City has secured and would not want to alter that. But we would like to help enhance the visitor experience and have our own advertisers represented at these three fields.

We would like to offer a revenue share, which would only enhance our proposal. We would handle all future advertising during the scope of this agreement, honoring your current commitments of course. And on any advertising package we sell we would pay the city the published rate of \$750 – as all of the advertising we would do would be on each of the three fields. As we currently run a family-based business, all of our current advertising is appropriate for all visitors to view. But we would also send advertising to whomever is required so that all signage would be approved before its installation.

Item 3, e: *The Operator shall not charge for gate or parking, nor shall it restrict access to any portion of the park except the ballfields (while in use) and interior of the concession stand. All parking at City Park is public parking.*

We would have no intention of ever restricting access to the park, as we realize there will be patrons entering the park area that are not tied to our events.

But due to the rising costs of tournaments and events, we have aimed to keep our team registration fees competitive with the industry. But for an event where a team is guaranteed to play in at least three games, those team costs for umpires, balls, and awards are over \$300 per team and continues to rise. Charging a gate or parking fee is vital to the operation, and in this case will be very important to help cover some of the rental costs that we would be committing to with this bid. Under your current rental model, several of the tournament operators you have had in the facility are in fact charging a gate fee, so we would like to have that same opportunity.

In addition to collecting fees, we also operate our gate at BPN to do several things, which we hoped to implement at Osage Beach. We use our guest services person to make sure that the rules of the facility are enforced. It's a great opportunity to make sure that no outside liquor is being brought into the facility. Also, we can make sure that players who pitch are aware that metal spikes are not allowed on the mounds. We also use it as an opportunity to pass out local coupons or information on entertainment amenities in the area. We would never charge a gate or parking fee for any local league activity or camp.

However, since we are looking to be a great long-term partner, and we would track these sales in the same point of sale that we would use for our concession's operation, we would also like to propose that the City will receive 5% of these proceeds to add to our additional rent. We would be able to provide a detailed report of both concessions/admissions and include this fee into the agreement.

Also, as one area of clarification, and something we would like worked out if we were awarded this contract, would pertain to Item 3, but is listed in **Item 5, b.**

It stated: Operator will be responsible for all maintenance of the Ballfield Complex. Operator shall keep the Ballfield Complex in the same condition as delivered by the City. Any broken or worn down bases, fences, bleachers, concession stand equipment, etc. shall be replaced at Operator's expense unless otherwise agreed to in advance. Operator shall provide its own chalk, quick-dry, and other supplies for its own use. City will provide chalk, quick-dry, and other supplies for any field-setting required by City staff. Operator is welcome and encouraged to inspect the Ballfield Complex prior to submitting its bid to identify any potential maintenance issues beforehand.

We totally understand that the fields will be unavailable during the large City events, which we of course fully support and understand. However, since we will not be operating the complex during those times, and not be involved in those events, there is a likelihood that either through intended use or misuse by visitors that those items could be damaged. The same would go to vandalism or other acts that would fall outside of our control. We would like to understand the security and supervisory safeguards in place for the facility. It would be good to talk through this item so we are all on the same page. Obviously, if through regular use from events and games, field items wear down – the replacement of those items is understandable. It's when you get into bleachers or fencing or things that might be outside our oversight that needs clarifying. Especially because there are periods when we are not there.

In previous meetings it was mentioned the park staff would mow the fields and handle upkeep. I assume as there is no mention of mowing in this RFP that those services would still be provided by the City.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'J. Verneti', with a stylized flourish extending to the right.

Jeff Verneti
General Manager



CITY OF OSAGE BEACH
1000 City Parkway
Osage Beach, MO 65065
Phone: 573/302-2000
FAX: 573/302-3029
Web Site: www.osagebeach.org

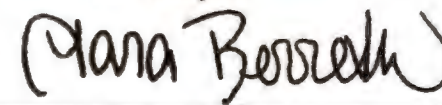
LICENSE NUMBER: 05451
ISSUE DATE: 9/29/2023
EXPIRATION DATE: 4/30/2024



2023 – 2024 BUSINESS LICENSE

Owner/Applicant: JEFF VERNETTI
License Type: SERVICES
Name of Business: BALLPARKS NATIONAL
Property Address: 950 HATCHERY RD



Mayor

City Clerk

The person, firm, or corporation named herein is granted this license pursuant to the provisions of the City Business License Ordinance to engage in, carry on or conduct the business, trade, calling, profession, exhibition or occupation described above. Issuance of the license is not an endorsement, nor certification of compliance with other ordinances or laws. This license may be revoked at any time by the Mayor or Board of Aldermen for violations of Federal, State, or Municipal laws. Notify this office at once of any change in location, name or ownership, which would render this license invalid.



BALLNAT-01

LPLEMMONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Golden Rule Insurance Agency Inc P.O. Box 810 Osage Beach, MO 65065		CONTACT NAME: PHONE (A/C, No, Ext): (573) 348-1731 FAX (A/C, No): (573) 348-5630 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : West Bend Insurance	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED

Ballparks National, LLC
480 Kissick Way
Macks Creek, MO 65786

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			B145345	8/15/2023	8/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			B145345	8/15/2023	8/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			B145345	8/15/2023	8/15/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	B145356	8/15/2023	8/15/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability			B145355	8/15/2023	8/15/2024	1,000,000
A	Employment Practices			B145349 04	8/15/2023	8/15/2024	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

PROOF OF INSURANCE
Ballparks National LLC

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lisa Hemmick



CITY OF OSAGE BEACH BALLPARK MANAGEMENT AGREEMENT

THIS BALLPARK MANAGEMENT AGREEMENT (the “Agreement”) states the terms and conditions that govern the contractual relationship between the City of Osage Beach, Missouri (“**City**”) and Ballparks National (“**Operator**”), on the following terms.

WHEREAS, the City of Osage Beach wishes to contract with Operator to manage the City’s three hardball fields at Osage Beach City Park, as well as the adjacent concession stand (collectively, the “Ballfield Complex”), to include management of all tournament bookings, operations, and communications subject to the terms below; and

WHEREAS, the City’s goal is to provide increase the use of and revenue from the existing ballfields while maintaining appropriate access to park facilities for the public and especially the City’s existing youth recreational leagues; and

WHEREAS, Operator wishes to provide such services to enhance the City’s hardball offerings to the City’s visitors and residents.

NOW THEREFORE the parties make the following Agreement in furtherance of the above:

I. TERMS

1. **Definitions and Common Terms.** The following terms shall have the following specific meanings:
 - a. Ballfield Complex: The three hardball fields enclosed by fencing at Osage Beach City Park, together with the areas immediately in between said fields and the paved and landscaped areas west of the fields and the concession stand structure (excluding the Osage Beach Parks and Recreation offices and any locked space not otherwise authorized herein). A diagram of the approximate area is attached hereto as Exhibit A.
 - b. Normal Business Hours. Monday through Friday, 8:00 a.m. through 5:00 p.m., excluding all City holidays.
 - c. Dollar amounts. Any dollar amount specified herein, including but not limited to Rent, shall be increased each year by the percentage change in the CPI - All Urban Consumers, Midwest - Size Class B/C, not seasonally adjusted (available at <https://www.bls.gov/regions/midwest/data/xg-tables/ro5xg01.htm>) for the preceding calendar year (January-December) plus 0.5%.

2. **Term.** This Agreement shall commence February 1, 2024 and conclude October 31, 2024 (the “Initial Term”). The City may authorize the Mayor to extend this Agreement for the same dates in 2025, 2026, and 2027 (each a “Renewal Term”) by enacting an ordinance so stating no later than December 31 of the preceding year.

3. **Description of Relationship.**

a. Rent

- i. Operator shall pay \$65,000.00 as rent to the City for the Ballfield Complex for the Initial Term.
- ii. Operator shall prepay such rent no less than 50% by February 1st of each year. The remaining 50% shall be due no later than June 30th of each year.
- iii. Any other monies due to City (including but not limited to percentages, reimbursable expenses, and the like) shall be paid not less than monthly by the 15th day of the month for the preceding month. All such payments shall be accompanied by a report showing the calculation of such sums and shall represent a certification by Operator that such reports/calculations are true and accurate. *See also* § 3(i) below.

b. Concession Stand

- i. The concession stand shall collect all regular sales taxes.
- ii. In addition to sales taxes, the concession stand shall pay 5% of gross revenue to the City as additional rent.
- iii. The concession stand shall be staffed and open a minimum of 24 hours per week. The City shall approve the scheduled hours, with such approval not to be unreasonably withheld.
- iv. Operator shall be solely responsible for complying with all food safety regulations, liquor license restrictions, and other requirements.
- v. Operator shall be responsible for setting prices for all concessions.
- vi. Alcohol will only be sold through the concession stand. Operator will obtain all necessary licenses, including business and liquor licenses. No outside alcohol may be permitted (this is both a state liquor license requirement and a term of this Agreement) and the licensed premises for liquor licensing will be limited to the Ballfield Complex.
- vii. Operator shall not sell non-food items in the Ballfield Complex without prior written approval from City. Such approval is in City’s sole discretion and shall be subject to

the same terms, requirements, and fees as above. All outside vendors must receive prior written approval from City and otherwise comply with City Code § 245.050.

c. Possession, Usage, and Control

- i. Operator will have semi-exclusive possession and control of the Ballfield Complex from April 1 (“Possession” or “Date of Possession”) to October 31, 2024, subject to the following terms:

A. The City will retain use of the Ballfield Complex for the following weekends (Saturday-Sunday unless otherwise indicated):

- Easter Egg Hunt, March 30 in 2024 and one Sunday near Easter in following years;
- Spring food truck festival, May 11-12 in 2024 and approximately the same weekend in following years;
- Fishing Derby, one weekday evening in August (may not affect field usage but does affect parking);
- Rummage Sale, September 14-15 in 2024 and approximately the same weekend in future years;
- Fall food truck festival, September 28-29 in 2024 and approximately the same weekend in future years;
- Fall Festival, October 12 in 2024 and approximately the same weekend in future years.

The City will retain the right to designate up to two additional three-day periods per year (likely spring or fall) for new events. The City will make reasonable efforts to avoid impacting the ballfields in its event planning and will designate its selected weekends no later than January 1 of each year.

B. In addition, the City has already committed the Ballfield Complex for the following dates in 2024 only:

- May 3-5
- May 31-June 2

C. Operator will maintain one night (3pm-park closing) per week during which the ballfields will be available for general public use. Operator shall designate such night in writing no later than Possession and may not change it week-to-week without prior City approval.

D. Operator must schedule tournaments or other events using the Ballfield Complex at least seven days in advance or forfeit the use of the field to the City and its residents. The City may waive this requirement in its sole discretion.

- ii. The City shall retain control over the ballfield light controls. The City may authorize Operator to access them in its sole discretion.

- iii. The City shall have the authority to call games due to inclement weather.

- iv. The Operator shall not charge for parking, nor shall it restrict access to any portion of the park except the Ballfield Complex (while in use) and interior of the concession stand. All parking at City Park is public parking. City may designate certain parking spots for the playground, fishing pond, or any other non-Ballfield use; Operator shall advise and direct its patrons to comply with those restrictions.
- v. Operator may charge gate fees for entrance to the Ballfield Complex. Operator shall pay 5% of gross gate fees collected to City as additional rent. Operator shall permit the public to access the bathrooms within the Ballfield Complex at all times regardless of gate fees. Operator shall post signage (in form to be approved by the City) clearly stating bathrooms are open and available to the public.
- vi. All decisions not expressly provided for herein shall be up to the discretion of the City Administrator or his/her designee.

d. Little League

- i. Operator shall assume management of the City of Osage Beach's little league operations. Little league is of paramount importance to the City and is not to be ignored or given second-class status. It is the express intent of the parties that Operator shall maintain or improve the quality and availability of the City's current little league provided to its residents.
- ii. Operator shall provide little league operations on the same or similar schedule as is currently offered:
 - A. Beginning the first Monday in April for the duration of that month, two practices per week per team for four weeks on weeknights;
 - B. Beginning the first Monday in May, two games per week per team for seven weeks on weeknights;
 - C. Little league scheduling may utilize the two ballfields at Peanick Park as well as the Ballfield Complex. Operator shall be responsible for setting the fields and other gameday maintenance (chalking, quick dry, immediate repairs, etc.) for those fields while in use by Operator.
- iii. Little League registration shall begin no later than the first Monday in February annually and shall remain open for at least thirty days.
- iv. Operator shall continue to charge not more than \$50.00 per player per season for little league, with at least a 50% discount on all fees for those players eligible for free or reduced lunch. Said fees shall include a uniform shirt with a logo provided by the City.

- v. Operator shall continue to charge not more than \$300.00 per little league team sponsorship (maximum one sponsor per team).
- vi. Operator may utilize the City's current Little League equipment provided it maintains or replaces the equipment in the present or better condition. Any replacements or upgrades of existing equipment shall become and remain City property.
- vii. Operator may organize travel games with the City of Camden league, but may not commit to a) travel games with any other league or b) more than 50% away games without prior written authorization from the City.

e. Maintenance and Setup

- i. City Parks and Recreation staff will be responsible for setting fields at the Ballfield Complex during normal business hours. Operator will be responsible for all other setup.
- ii. Operator agrees not to paint or otherwise alter any structure without City's prior written consent. City will be responsible for maintenance of and repairs to the roof, walls, and structural components of the Ballfield Complex structures. Operator will provide its own signage to clearly communicate that it is managing the Ballfield Complex by agreement with the City.
- iii. Except the foregoing, Operator will be responsible for all maintenance of the Ballfield Complex, which shall be returned to City in the same or similar condition at the termination of this lease. Operator shall keep the Ballfield Complex in the same condition as delivered by the City. Any broken or worn down bases, fences, bleachers, concession stand equipment, etc. shall be replaced at Operator's expense unless otherwise agreed to in advance. Operator shall provide its own chalk, quick-dry, and other supplies for its own use. City will provide chalk, quick-dry, and other supplies for any field-setting required by City staff at its current level of maintenance. Any additional maintenance desired by Operator may be provided by Operator at its expense with City's prior written approval.
- iv. Notwithstanding the foregoing, if either party causes damage to the Ballfield Complex, the maintenance or repair of which would otherwise be the responsibility of the non-damaging party, the damaging party shall be responsible for all such repairs. City shall bear the cost of any maintenance or repair required due to the actions of the public during public-use hours unless such acts are attributable to the acts or omissions of Operator. Operator shall bear the cost of any maintenance or repair required due to the actions or inactions of its employees, agents, contractors, customers, players, and guests.

- v. The City will provide a fenced area for Operator to place its maintenance and other equipment and supplies. If Operator desires additional space or security beyond what the City intends to provide, Operator may provide that at its expense with the City's prior written approval.
- vi. Operator shall not cause or permit any waste, misuse, or neglect of the water, gas or electric fixtures. Operator shall not bore, cut into, or otherwise structurally weaken any column, beam, or other part of the Ballfield Complex for any purpose whatsoever without the written consent of City, and in the event Operator shall so bore, cut, or structurally weaken any part of the Ballfield Complex, City may at once enter and repair any damage done or replace any parts, and charge the cost of the same to Operator, or City may, at its option, pursue any other remedy herein provided.
- f. Advertising. Operator shall assume responsibility for all advertising and sponsorship at the Ballfield Complex excluding City's own signage. City shall approve Operator's solicitations for advertising in advance. Operator shall honor all of City's current commitments at their respective prices. Operator shall ensure that City receives not less than City's current rates for any advertising sold:
 - i. Sports Board (4'x6'):
 - A. One Board: \$350/year
 - B. Two Boards: \$650/year
 - C. Three Boards = \$750/year
 - ii. Locational Sign (2.5' x 4.5'): \$200/year
 - iii. Baseball/Softball Scoreboards:
 - A. Full ad (3' x 9'8') = \$950/year
 - B. Half ad (3' x 5'4') = \$475/year

Any advertising medium not listed herein must be approved by City prior to being sold, including City's share of such revenue.

- g. Staffing.
 - i. Operator shall be solely responsible for all costs associated with providing the staff necessary to perform the terms of its bid, including umpires.
 - ii. Operator must provide proof of background check clearance (criminal and sex offender) in a form acceptable to the City for each of Operator's staff/volunteers to City before said staff/volunteer begins any work that is covered by this Agreement. Operator shall maintain records thereof in an electronically accessible format for not less than three years from the end of the Term for which the check was performed.
- h. Keys, Inspections. City shall retain working keys necessary to access the Premises, including all exterior and interior doors but excluding Tenant's filing cabinets, safes, cash drawers, and other personal property. Tenant shall insure that Landlord has all such keys and shall

inform Landlord of any changes in locks and keys and provide new keys to Landlord at Tenant's expense.

- i. No Guarantee. The statement in this Lease of the nature of the business to be conducted by Tenant in the Premises shall not be deemed or construed to constitute a representation or guarantee by Landlord that such business may be conducted in the Premises or is lawful or permissible.
- j. Records. Operator shall utilize a commercially available point-of-sale (POS) system which records sales in each category (i.e. food, drink sales/advertising fees collected/gate fees collected), producing valid receipts therefor. Said POS system shall produce an audit trail which is acceptable to a City Administrator or his/her designee who may audit Operator's records and accounts on behalf of the City. Operator shall maintain such records in an electronically accessible format for not less than three years from the end of the Term for which the record was produced.

4. **Operator's Obligations.**

- a. *Professionalism.* Operator will exercise the care and skill ordinarily used by members of the subject profession practicing under similar circumstances (as defined by the appropriate licensing authority, professional standards, and/or relevant industry practices). Operator understands that it will be perceived as a representative of the City and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing all Work for the City and while on-site. Operator shall ensure its personnel and any subcontractors comply with all City policies while on-site. Operator and its personnel and any subcontractors will comply with all reasonable instructions and requests by the City. City property and resources are to be used only in ways that are consistent with their lawful intended purpose.
- b. *Time.* If a specific time of performance of any obligation is provided, that time shall control. If a specific time of performance is not provided, Operator's obligation to perform such obligation will be for a period which may reasonably be required for the completion thereof.
- c. *Insurance.* Operator shall purchase and maintain insurance as set forth below:
 - i. Commercial General Liability insurance with a minimum limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate;
 - ii. Workers Compensation and Employer's Liability insurance in accordance with statutory requirements, with a limit of \$1,000,000 for each accident;
 - iii. Professional Liability insurance on a claims-made basis in the amount of \$3,000,000 per claim and \$3,000,000 annual aggregate; and
 - iv. If Operator is using a company-owned vehicle to perform the Work, Automobile Liability insurance with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.

Operator shall cause City to be named as additional insured for any or all of such policies.

- d. *Licenses, Permits, Taxes.* Operator must have or obtain a City merchant's license. Operator shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for itself, including but not limited to its obligations herein. Operator shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.
- e. *Communication.* Operator will provide timely replies to City's inquiries and requests for information. Operator's point of contact for this Agreement is: _____
_____.

5. City's Obligations.

- a. *Criteria and Direction.* City will provide Operator with all criteria and full information as to City's requirements for the Work, including objectives, design, capacity, performance, and budgetary requirements and limitations.
- b. *Access.* Unless otherwise specified in the RFP, City will arrange for access to and make all provisions for Operator to enter upon public and private property as required to perform the Work.
- c. *Cooperation.* City will examine alternative solutions, reports, drawings, specifications, and other documents presented by Operator and render timely decisions pertaining to the documents. City will answer reasonable requests for conferences and meetings by Operator.
- d. *Permitting and Approvals.* City will provide timely reviews, approvals, licenses, and permits from where it has jurisdiction over components or phases of Operator's obligations. Such approvals are contingent upon Operator meeting the requirements therefor.
- e. City will provide timely replies to Operator's inquiries and requests for information. City's point of contact for this Agreement is: Eric Gregory, Parks and Recreation Manager.

II. STANDARD CONDITIONS

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

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

7. **Pre-Contract Expense.** The City shall not be obligated to pay or liable for any cost incurred by Operator prior to execution of this Agreement. All costs to prepare and submit a response to this and any other RFQ, RFP, or IFB shall be borne by the proposer.
8. **Assignment or Transfer.** Neither this Agreement, nor any portion thereof, shall be transferred or assigned without formal written approval by the City.
9. **Discrimination Policy.** The City of Osage Beach advises the public that it does not discriminate on the basis of disability, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Operator shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.
10. **Laws, Ordinances, and Regulations.** Operator shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Operator, the City, or the subject matter of this Agreement. The City shall not be responsible for any fees, charges, money, or other obligations due as result of from any service provided under this Agreement. Operator shall conform to all changes made to this Agreement as a result of any ordinance, law and/or directive issued by the Federal, State, or local authority having jurisdiction over this Agreement, Operator, or the City.
 - a. Operator specifically acknowledges that it has read and understands Chapter 245 of the Osage Beach City Code, which applies to City Park and Peanick Park.
11. **Certifications Regarding Debarment.** Operator certifies that, except as noted below, it and any other person associated therewith in the capacity of owner, partner, director, officer, or manager (collectively "Operator Principals"), are not presently nor have ever been under suspension, debarment, voluntary exclusion, or determination of ineligibility by any governmental unit or agency (whether federal, state, tribal, local, or other), nor is any such action pending. Operator further certifies that it and its Operator Principals have not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct, nor has Operator or any Operator Principal been party to any public transaction (whether federal, state, tribal, local, or other) terminated for cause or default. Operator further certifies that any and all exceptions to these representations were disclosed with its bid, and City relied on these certifications as a material inducement into entering this Agreement. Operator must notify City within thirty days of being debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the operation of this Agreement.
12. **E-Verify.** If this Agreement is for an aggregate value in excess of \$5,000.00, Operator shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Operator shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the Work. See R.S.Mo. § 285.530.

13. **Anti-Israel Discrimination.** Operator certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. See R.S.Mo. § 34.600.
14. **Indemnification by Operator.** Operator shall indemnify, save, and hold harmless the City, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Operator or its employees, agents, subcontractors, or assignees arising out of this Agreement.
15. **No Indemnification by City.** Nothing in this Agreement shall be construed to require the City to indemnify Operator. Such indemnification is illegal under Missouri law. See Mo. A.G. Opinion 138-87 (1987).
16. **Sunshine Law.** All material submitted to the City will likely become public record and will be subject to the Missouri Sunshine Law, R.S.Mo. Chapter 610. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from other materials. Operator must include justification for the request. The City's obligation to comply with the Sunshine Law supersedes any request by Operator that material be treated as proprietary or confidential.
17. **Ownership of Work Product.** All documents and other work product created by Operator under this Agreement shall become the property of City once submitted to City.
18. **Termination.** The City reserves the right to terminate this Agreement without cause by giving 30 days' written notice to Operator. City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City may immediately terminate this Agreement for any material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.
19. **Notices.** All formal notices or other documents required by this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at:

For City:

City Clerk
1000 City Parkway
Osage Beach, MO 65065

For Operator:

Ballparks National
480 Kissick Way
Macks Creek, MO 65786

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

20. **Necessary Documents.** The parties agree to execute and deliver without additional consideration such instruments and documents and to take such further actions as they may

reasonably request in order to fulfill the intent of and give effect to this Agreement and the transactions contemplated thereby.

21. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them. Without limiting the foregoing, this Agreement expressly supersedes any click-through, browse-wrap, or any other terms related to the subject matter of this Agreement on any website or that otherwise may be presented to or required to be accepted by the City or its employees and contractors while exercising rights under this Agreement.
22. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.
23. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
24. **Governing Law; Venue for Disputes.** This Agreement was made in the State of Missouri and shall be interpreted under and governed by the laws of the State of Missouri. Any action arising out of this Agreement or its subject matter, including both state and federal causes of action, shall be filed in the Circuit Court for Camden County, Missouri or the Associate Division thereof and the parties hereby consent and agree to the exclusive personal and subject-matter jurisdiction of that Court.
25. **WAIVER OF RIGHT TO JURY TRIAL.** THE PARTIES HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.
26. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.
27. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.
28. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or electronic (such as .PDF) copy of this Agreement or a signature thereto shall have the same force and effect as an original.
29. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.

III. ACCEPTANCE

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

CITY:
CITY OF OSAGE BEACH, MISSOURI

OPERATOR:
BALLPARKS NATIONAL

BY: Michael Harmison Date
ITS: Mayor

BY: Date
ITS:

Attest:

BY: Tara Berreth Date
ITS: City Clerk

EXHIBIT A
BALLFIELD COMPLEX MAP



City of Osage Beach
Agenda Item Summary

Date of Meeting: December 21, 2023
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Resolution 2023-05 - A resolution of the City of Osage Beach, Missouri, re-appointment to the Board of Directors of the Osage Beach Commons Community Improvement District, Richard Ross, Alderman and Non-City Directors Cyrus Beckham and Tim Lowe.

Requested Action:

Resolution #2023-05

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances. In addition, contract agreements forming said CID or TDD Boards outline Board seats and formation.

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Resolution 2023-05 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

RESOLUTION 2023-05

RESOLUTION OF RE-APPOINTING TO BOARD OF DIRECTORS OF THE OSAGE BEACH COMMONS COMMUNITY IMPROVEMENT DISTRICT, RICHARD ROSS, ALDERMAN AND NON-CITY DIRECTORS CYRUS BECKHAM AND TIM LOWE.

WHEREAS, due to the expiration of terms must make re-appointments to the Board of the Osage Beach Commons Community Improvement District; and

WHEREAS, the Board now desires to appoint Richard Ross, Cyrus Beckham and Tim Lowe to the Board of Directors of the Osage Beach Commons Community Improvement District; and

WHEREAS, the District desires to submit to the city clerk for appointment by the Mayor of Osage Beach with the consent of the Board of Aldermen the following to four (4-year terms).

Richard Ross	City of Osage Beach Alderman – term expires 11/2028
Cyrus Beckham	Non-City Director - term expires 11/2028
Tim Lowe	Non-City Director - term expires 11/2028

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF OSAGE BEACH, in the State of Missouri, THAT:

The Mayor and Board of Aldermen of the City of Osage Beach, Missouri do hereby support the re-appointments to the Osage Beach Commons Community Improvement District.

I hereby certify that the above Resolution 2023-05 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:

Date

Tara Berreth, City Clerk

Approved to form:

Cole Bradbury, City Attorney

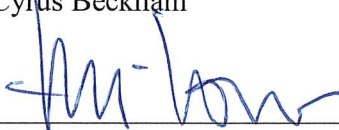
To the Mayor of the City of Osage Beach, Missouri:

Pursuant to Section 4.5.B of the Bylaws of The Osage Beach Commons Community Improvement District, the undersigned Non-City Directors hereby propose the following slate of names for appointment as successor Non-City Directors for a 4-year term commencing upon the date of appointment:

Cyrus Beckham
Tim Lowe

DATED: November 17, 2023



Cyrus Beckham

Tim Lowe

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 21, 2023
Originator: Tara Berreth, City Clerk
Presenter: Michael Harmison, Mayor

Agenda Item:

Motion to approve Citizens Appointments to the Board of Adjustments and Planning Commission

Requested Action:

Motion to

Ordinance Referenced for Action:

Planning and Zoning Commission - per RSMo. Section 89.320; Board of Zoning Adjustment - per RSmo. Section 89.110.

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Board of Adjustments - Jeremy Green term to expire 6/1/2029

Planning Commission - Tony Stuart - term to expire 6/1/2029

Chad Kautz - term to expire 6/1/2029

City Attorney Comments:

Not Applicable

City Administrator Comments:

Appointments to both the Board of Adjustments and the Planning Commission are made by the Mayor with the Board of Aldermen's approval. A press release was issued on November 27, 2023, announcing vacancies and requesting interested individuals submit interest via application by December 11, 2023, for the Mayor's review.

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 21, 2023
Originator: Tara Berreth, City Clerk
Presenter: Jeana Woods, City Administrator

Agenda Item:

Motion to change the date of the January 4, 2024, 5:30 PM, Board of Aldermen meeting to January 3, 2024, 5:30 PM.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

In accordance with section 110.110, the Board of Aldermen may dispense with, or reschedule, any regular meeting, but at least one meeting must be held in each calendar month.

Deadline for Action:

Yes - This is the next scheduled Board of Aldermen meeting.

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:

The Lake of the Ozarks Legislative Reception, sponsored by the Lake of the Ozarks CVB and area chambers, is scheduled for January 4, 2024, 6 PM - 8 PM. This conflicts with our first scheduled Board of Aldermen meeting in January. I recommend rescheduling the meeting one night earlier, from Thursday, January 4, 2024, 5:30 PM to Wednesday, January 3, 2024, 5:30 PM. As a reminder, Monday, January 1, 2024, City offices are closed for the holiday.

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 21, 2023
Originator: Karri Bell, City Treasurer
Presenter: Karri Bell, City Treasurer

Agenda Item:

Motion to approve bad debt/write off for Lee C Fine and Grand Glaize Airport Funds in the amount of \$0, Water and Sewer Funds in the amount of \$2,505, and the Ambulance Fund in the amount of \$136,423.

Requested Action:

Motion to approve

Ordinance Referenced for Action:

Not Applicable

Deadline for Action:

Yes, by end of the year so that the City's Accounts Receivable balances will reflect accurate amounts.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Although these accounts (see attached) will be removed from the City's Accounts Receivable reports, staff will continue to pursue collections through liens and collections. Last year (2022), All-Cal and CAC and RHS collected \$9,064 (net of fees).

HISTORY OF AMBULANCE REVENUE VS WRITE OFFS

YEAR	TRIPS	REVENUE	WRITE OFFS
2022	920	\$362,785	\$203,487
2021	865	\$344,673	\$185,361
2020	746	\$297,780	\$154,177
2019	771	\$287,635	\$127,937

The City Treasurer recommends approval of proposed bad debt/write offs.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

UTILITY BILLING
2023 WRITE-OFFS

LOCATION	ACCOUNT	WATER	SEWER	WRITE-OFF	EXPLANATION
RESIDENTIAL - INSIDE CITY	1	\$ 3.07	\$ 2.49	\$ 5.56	SOLD HOME. UNABLE TO COLLECT
RESIDENTIAL - INSIDE CITY	2	\$ 4.77	\$ 3.66	\$ 8.43	SOLD HOME. UNABLE TO COLLECT
RESIDENTIAL - INSIDE CITY	3	\$ 4.78	\$ 3.67	\$ 8.45	SOLD HOME. UNABLE TO COLLECT
RESIDENTIAL - INSIDE CITY	4	\$ 6.55	\$ 5.02	\$ 11.57	SOLD HOME. UNABLE TO COLLECT
RESIDENTIAL - INSIDE CITY	5	\$ 6.70	\$ 5.12	\$ 11.82	TENANT BALANCE AFTER TRS 90 DAYS
RESIDENTIAL - INSIDE CITY	6	\$ 6.82	\$ 5.22	\$ 12.04	SOLD HOME. UNABLE TO COLLECT
RESIDENTIAL - INSIDE CITY	7	\$ 7.02	\$ 5.48	\$ 12.50	SOLD HOME. UNABLE TO COLLECT
RESIDENTIAL - INSIDE CITY	8	\$ 17.82	\$ 13.67	\$ 31.49	SOLD HOME. UNABLE TO COLLECT
RESIDENTIAL - INSIDE CITY	9	\$ 19.10	\$ 14.63	\$ 33.73	SOLD HOME. UNABLE TO COLLECT
RESIDENTIAL - INSIDE CITY	10	\$ 15.85	\$ 21.29	\$ 37.14	GHOST METER DISCO. UNABLE TO COLLECT
RESIDENTIAL - INSIDE CITY	11	\$ -	\$ 38.02	\$ 38.02	SOLD HOME. UNABLE TO COLLECT
RESIDENTIAL - INSIDE CITY	12	\$ 20.38	\$ 23.21	\$ 43.59	SOLD HOME. UNABLE TO COLLECT
RESIDENTIAL - INSIDE CITY	13	\$ -	\$ 44.54	\$ 44.54	SOLD HOME. UNABLE TO COLLECT
RESIDENTIAL - INSIDE CITY	14	\$ 23.50	\$ 26.79	\$ 50.29	SOLD HOME. UNABLE TO COLLECT
RESIDENTIAL - INSIDE CITY	15	\$ 39.51	\$ 33.13	\$ 72.64	SOLD HOME. UNABLE TO COLLECT
RESIDENTIAL - INSIDE CITY	16	\$ 75.24	\$ -	\$ 75.24	DISCONNECTED - LIEN PLACED ON PROPERTY
RESIDENTIAL - INSIDE CITY	17	\$ 40.46	\$ 36.47	\$ 76.93	SOLD HOME. UNABLE TO COLLECT
RESIDENTIAL - INSIDE CITY	18	\$ -	\$ 93.82	\$ 93.82	SOLD HOME. UNABLE TO COLLECT
RESIDENTIAL - INSIDE CITY	19	\$ -	\$ 113.25	\$ 113.25	SOLD HOME. UNABLE TO COLLECT
RESIDENTIAL - INSIDE CITY	20	\$ 76.78	\$ 59.01	\$ 135.79	DISCONNECTED - LIEN PLACED ON PROPERTY
RESIDENTIAL - INSIDE CITY	21	\$ 85.39	\$ 72.52	\$ 157.91	SOLD HOME. UNABLE TO COLLECT
OB-269	22		\$ 1,430.10	\$ 1,430.10	SEWER STATION DAMAGES DISPUTED
		\$ 453.74	\$ 2,051.11	\$ 2,504.85	

Bad Debt Payments \$ 457.94

AMBULANCE COLLECTIONS AND BAD DEBT WRITE-OFF 2023

1	476.98	BALANCE AFTER INSURANCE 10/22	106	250.00	MEDICARE ADV DEDUCTIBLE/CO PAY
2	750.00	HEALTHY BLUE DENIED	107	1,211.00	BILL PATIENT
3	1,029.50	AUTO INSURANCE	108	992.50	BILL PATIENT
4	750.00	HEALTHY BLUE DENIED	109	1,192.50	BILL PATIENT
5	974.00	CO-PAY/DEDUCTIBLE	110	1,303.50	BILL PATIENT
6	457.34	BILL PATIENT	111	150.00	BILL PATIENT
7	918.50	BILL PATIENT	112	974.00	BILL PATIENT
8	918.50	BILL PATIENT	113	1,174.00	AUTO DENIED - CIGNA DEDUCTIBLE
9	1,029.50	BILL PATIENT	114	599.24	CO-PAY DEDUCTIBLE BALANCE
10	1,229.50	BILL PATIENT	115	683.04	CO-PAY DEDUCTIBLE BALANCE
11	937.00	BILL PATIENT	116	601.47	CO-PAY DEDUCTIBLE BALANCE
12	275.00	MEDICARE ADV DEDUCTIBLE/CO PAY	117	1,192.50	CO-PAY DEDUCTIBLE BALANCE
13	473.52	CO-PAY/DEDUCTIBLE	118	992.50	BC BS OF MO ANTHEM LOCAL
14	508.70	CO-PAY/DEDUCTIBLE	119	1,118.50	BILL PATIENT
15	250.00	MEDICARE ADV DEDUCTIBLE/CO PAY	120	295.62	MEDICARE ADV DEDUCTIBLE/CO PAY
16	750.00	MEDICAID HMO DENIED	121	250.00	MEDICARE ADV DEDUCTIBLE/CO PAY
17	290.00	MEDICARE ADV DEDUCTIBLE/CO PAY	122	1,155.50	BILL PATIENT
18	492.17	CO-PAY/DEDUCTIBLE	123	265.00	MEDICARE ADV DEDUCTIBLE/CO PAY
19	95.19	BAD DEBT/WRITE-OFF	124	992.50	BILL PATIENT
20	94.22	BAD DEBT/WRITE-OFF	125	1,211.00	BILL PATIENT
21	54.83	BAD DEBT/WRITE-OFF	126	955.50	BILL PATIENT
22	1,137.00	PAYMENT MADE TO PATIENT	127	52.85	BAD DEBT/WRITE-OFF
23	275.00	MEDICARE ADV DEDUCTIBLE/CO PAY	128	96.28	BAD DEBT/WRITE-OFF
24	918.50	Collection - ACCURINT SHOWS PT DECE	129	1,174.00	BILL PATIENT
25	974.00	BILL PATIENT	130	103.94	MEDICARE ADV DEDUCTIBLE/CO PAY
26	285.00	MEDICARE ADV DEDUCTIBLE/CO PAY	131	59.71	MEDICARE ADV DEDUCTIBLE/CO PAY
27	974.00	BILL PATIENT - HEALTH LINK INS DENIED	132	824.00	BILL PATIENT
28	1,029.50	BC BS OF MO ANTHEM LOCAL DENIED	133	1,118.50	BILL PATIENT
29	937.00	BILL PATIENT	134	955.50	BILL PATIENT
30	153.06	MEDICARE ADV DEDUCTIBLE/CO PAY	135	783.20	BILL PATIENT
31	250.00	MEDICARE ADV DEDUCTIBLE/CO PAY	136	1,155.50	BILL PATIENT
32	1,174.00	BILL PATIENT - NO INSURANCE	137	1,137.00	BILL PATIENT
33	1,118.50	TRICARE DENIED 12/20/22	138	955.50	BILL PATIENT
34	285.00	MEDICARE ADV DEDUCTIBLE/CO PAY	139	900.00	BILL PATIENT
35	285.00	MEDICARE ADV DEDUCTIBLE/CO PAY	140	1,211.00	BILL PATIENT
36	265.00	MEDICARE ADV DEDUCTIBLE/CO PAY	141	481.82	BILL PATIENT
37	300.00	MEDICARE ADV DEDUCTIBLE/CO PAY	142	1,011.00	BILL PATIENT
38	47.54	BAD DEBT/WRITE-OFF	143	955.50	BILL PATIENT
39	95.43	BAD DEBT/WRITE-OFF	144	1,303.50	BILL PATIENT
40	76.55	BAD DEBT/WRITE-OFF	145	283.25	MEDICARE DEDUCTIBLE/CO-PAY
41	74.61	BAD DEBT/WRITE-OFF	146	250.00	MEDICARE ADV DEDUCTIBLE/CO PAY
42	1,118.50	PATIENT IS DECEASED	147	290.00	MEDICARE ADV DEDUCTIBLE/CO PAY
43	1,118.50	BILL PATIENT	148	265.00	MEDICARE ADV DEDUCTIBLE/CO PAY
44	1,137.00	BILL PATIENT	149	1,174.00	BILL PATIENT

45	1,118.50	BILL PATIENT	150	750.00	BILL PATIENT - HEALTHY BLUE DENIEI
46	974.00	BILL PATIENT	151	1,137.00	SELF PAY
47	955.50	BILL PATIENT	152	974.00	BILL PATIENT
48	500.00	MEDICARE CO PAY	153	285.00	MEDICARE ADV DEDUCTIBLE/CO PAY
49	285.00	MEDICARE ADV DEDUCTIBLE/CO PAY	154	1,174.00	BILL PATIENT
50	608.48	BILL PATIENT	155	290.00	MEDICARE ADV DEDUCTIBLE/CO PAY
51	672.83	BILL PATIENT	156	1,100.00	BILL PATIENT
52	974.00	BILL PATIENT	157	918.50	HOSPICE INSURANCE DENIED - BILL P
53	824.00	VA DENIED BILL PATIENT	158	768.50	HOSPICE INSURANCE DENIED - BILL P
54	1,011.00	CO PAY BILL PATIENT	159	275.00	MEDICARE ADV DEDUCTIBLE/CO PAY
55	1,192.50	BILL PATIENT	160	824.00	BILL PATIENT
56	824.00	BILL PATIENT	161	937.00	BILL PATIENT
57	937.00	MINOR - UNABLE TO LOCATE PARENT	162	830.33	BILL PATIENT
58	1,137.00	BILL PATIENT	163	1,377.50	BILL PATIENT
59	275.00	MEDICARE ADV DEDUCTIBLE/CO PAY	164	1,011.00	BILL PATIENT
60	918.50	BILL PATIENT	165	50.00	BAD DEBT/WRITE-OFF
61	1,118.50	BILL PATIENT AUTO ACCIDENT	166	76.55	BAD DEBT/WRITE-OFF
62	1,229.50	BILL PATIENT AUTO ACCIDENT	167	75.00	BAD DEBT/WRITE-OFF
63	290.00	MEDICARE ADV DEDUCTIBLE/CO PAY	168	768.50	MEDICARE DENIED - BILL PATIENT
64	300.00	MEDICARE ADV DEDUCTIBLE/CO PAY	169	466.19	MEDICAID DENIED - BILL PATIENT BA
65	300.00	MEDICARE ADV DEDUCTIBLE/CO PAY	170	1,448.00	BILL PATIENT
66	78.01	BAD DEBT/WRITE-OFF	171	1,029.50	MEDICAID DENIED - BILL PATIENT BA
67	74.61	BAD DEBT/WRITE-OFF	172	824.00	MEDICAID DENIED - BILL PATIENT BA
68	87.98	BAD DEBT/WRITE-OFF	173	918.50	VA DENIED 3/13/23
69	90.81	BAD DEBT/WRITE-OFF	174	250.00	MEDICARE ADV DEDUCTIBLE/CO PAY
70	73.88	BAD DEBT/WRITE-OFF	175	250.00	MEDICARE ADV DEDUCTIBLE/CO PAY
71	78.01	BAD DEBT/WRITE-OFF	176	1,118.50	MEDICAID INACTIVE - BILL PATIENT
72	974.00	BILL PATIENT	177	250.00	MEDICARE ADV DEDUCTIBLE/CO PAY
73	1,137.00	BILL PATIENT - DEDUCTIBLE	178	1,137.00	BILL PATIENT - NO INSURANCE INFO I
74	1,137.00	BILL PATIENT - DEDUCTIBLE	179	608.04	BILL PATIENT BALANCE
75	39.02	BILL PATIENT - DEDUCTIBLE	180	245.75	MEDICARE ADV DEDUCTIBLE/CO PAY
76	220.00	MEDICARE ADV DEDUCTIBLE/CO PAY	181	150.00	BILL PATIENT - TREATMENT NO TRAN
77	1,174.00	BILL PATIENT	182	103.94	MEDICARE CO PAY - BILL PATIENT
78	1,118.50	BILL PATIENT	183	275.00	MEDICARE ADV DEDUCTIBLE/CO PAY
79	1,174.00	BILL PATIENT	184	1,229.50	CO PAY DEDUCTIBLE - BILL PATIENT
80	781.45	NOT MEDICALLY NECESSARY PER MEDI	185	89.84	BAD DEBT/WRITE-OFF
81	1,137.00	BILL PATIENT	186	83.47	BAD DEBT/WRITE-OFF
82	250.00	MEDICARE ADV DEDUCTIBLE/CO PAY	187	43.02	BAD DEBT/WRITE-OFF
83	1,137.00	BILL PATIENT	188	39.02	BAD DEBT/WRITE-OFF
84	250.00	MEDICARE ADV DEDUCTIBLE/CO PAY	189	1,011.00	COLLECTIONS
85	918.50	VA DENIED 3/9/23	190	100.00	BAD DEBT/WRITE-OFF
86	1,192.50	BILL PATIENT	191	250.20	COLLECTIONS
87	150.00	BILL PATIENT	192	997.50	COLLECTIONS
88	824.00	BILL PATIENT - DEDUCTIBLE	193	1,191.00	COLLECTIONS
89	111.33	BILL PATIENT - DEDUCTIBLE	194	168.50	COLLECTIONS
90	250.00	MEDICARE ADV DEDUCTIBLE/CO PAY	195	20.32	BAD DEBT/WRITE-OFF
91	955.50	BILL PATIENT	196	750.00	COLLECTIONS

92	1,211.00	BILL PATIENT - AUTO ACCIDENT	197	120.00	COLLECTIONS
93	918.50	VA DENIED 3/15/23	198	918.50	COLLECTIONS
94	261.55	BILL PATIENT - MEDICARE DEDUCTIBLE	199	1,118.50	COLLECTIONS
95	49.24	BAD DEBT/WRITE-OFF	200	1,229.50	COLLECTIONS
96	76.31	BAD DEBT/WRITE-OFF	201	450.00	COLLECTIONS
97	90.08	BAD DEBT/WRITE-OFF	202	450.00	COLLECTIONS
98	89.20	BAD DEBT/WRITE-OFF	203	700.65	COLLECTIONS
99	95.49	BAD DEBT/WRITE-OFF	204	55.50	BAD DEBT/WRITE-OFF
100	89.73	BAD DEBT/WRITE-OFF	205	940.04	COLLECTIONS
101	224.00	BILL PATIENT	206	75.15	BAD DEBT/WRITE-OFF
102	1,229.50	BILL PATIENT	207	119.90	COLLECTIONS
103	1,229.50	BILL PATIENT	208	750.00	COLLECTIONS
104	1,211.00	BILL PATIENT	209	87.73	BAD DEBT/WRITE-OFF
105	1,118.50	BILL PATIENT	210	100.29	COLLECTIONS

136,422.50

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 21, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Motion to approve the purchase of a Tymco 435 Regenerative Air Sweeper through MODoT Contract #IFB60522CO02421 for an amount not to exceed \$149,452.00

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - these are custom-built when ordered and take 8 to 10 months to build.

Budgeted Item:

No - (Transportation Fund, pending FY2024 budget adoption)

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-774255 Vehicles Proposed in the 2024 Budget

Department Comments and Recommendation:

This purchase is being made through a cooperative bid contract with MODoT. It will replace our existing street sweeper which is included as a trade-in (\$45,000) for the new one. FY2024 Budget: \$149,452

We have discussed the problems with our current one and the capabilities of the replacement at the budget workshops and previous Board of Alderman meetings. The spec sheet for this piece of equipment is attached. I recommend approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.



BUDGETARY QUOTATION



Name
City of Osage Beach

FOB
Osage Beach, MO

Delivery Date
TBD

Date
12/13/23

Address
5757 Chapel Dr.
City, State, ZIP
Osage Beach, MO 65065

Contact
Mike Welty

Telephone
573.302.2020

Fax

Pricing Reflects MODOT Bid Contract

Quantity	Description	Each	Total
1	Tymco 435 Regenerative Air Sweeper (Warranty 1 Year / 1000 Hours) With: Kubota 56 HP Turbo Charged Diesel Engine Final Tier 4 (2 Year / 2000 Hour Warranty) Abrasion Protection Package Auxiliary Engine Protection System Back Up Alarm Blue Logic Control System Duo skids (Warranted 2 Years / 2000 Hours) Dust Separator Cleanout Plug Extension Handle Dual Gutter Brooms, Tilt and Variable Speed Control 10.5" Parabolic Mirrors Dust Control System (150 Gallons of Water; 5gpm diaphragm type water pump With Spray Nozzles in Hopper and On Gutter Brooms High Output Water High/Low Pressure Washdown System Dump Switch In Cab Hydraulic Level / Temp Shutdown Hydraulic Tank Sight / Temp Gauge Auxiliary Hydraulics (Can Operate Sweeper Hydraulics Without Engine Running) Hydraulic Curtain Lifter Air Purge 6" Auxiliary Hand hose with 42" Extension Pick-Up Head Pressure Inlet Water Merka Camera System Rh Gutter Broom, Reverse & Pick Up Head With Color Monitor in Cab (2) LED Alternating Warning Lights Rear Mounted (1) Rear Mounted LED Floodlight LED Arrow Stick Rear Mounted 55 Cubic Foot Protected Storage Compartment Two Rear Storage Compartment 26.6 Cubic Foot Mounted On New Isuzu NQR Left Hand Steer Chassis	\$194,452.00	\$194,452.00
	Less Trade: 2009 Elgin Pelican Serial Number NP1037D	-\$45,000.00	\$ (45,000.00)

Any Surcharges Will Be Added

Quoted by: Mark Harless
Approved by: _____
Accepted by: _____

Sub Total \$149,452.00
Freight
Sales Tax
TOTAL \$149,452.00

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 21, 2023
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Motion to approve the installation of 2 Vapex Odor Control units from Vapex Environmental for a cost not to exceed \$267,000.

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 - Purchased and shipped prior to the end of the year, we do get a discount

Budgeted Item:

No - Pending FY2024 Budget - Sewer Fund

Budget Line Information (if applicable):

Budget Line Item/Title: 35-00-773114 Lift Station Improvements pending the approval of the 2024 Budget

Department Comments and Recommendation:

These Vapex units introduce Hydroxyl radicals into the wet well in the form of a mist that oxidizes and reduces sulfur compounds, amines, and fatty acids in the available air cavity in the station, resulting in almost instantaneous odor reduction. This process temporarily separates the H₂S molecule, in turn reducing the odor. We pilot tested this right at the end of August and through the Labor Day weekend.

These units are \$133,500 each, less discount if shipped by 12/31/2023 = \$262,000. If approved, one will be installed at the Sewer Station at the roundabout in Passover (29-1) and the other will be installed at Station 53-1 located at the back of the cove on the old Sycamore Creek Golf course. Next to the Sands Lift Station, these locations generate the most odor complaints in our City.

This purchase is included in the proposed FY2024 budget, \$257,000, but if these items are shipped by the end of the year, we will receive a \$2,500 discount per unit. Vapex Environmental is affiliated with Municipal Equipment, our sole source vendor for sewer pumps and panels. I recommend approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.



**FIRM PROPOSAL
PRESENTED TO:
City of Osage Beach
Karrs
October 26, 2023**

2971-B Oxbow Circle
Cocoa, FL 32926
(407) 977-7250
www.vapex.com



1. DESIGN BASIS

Application:	Lift Station
Treatment Area Dimensions:	20' x 18' x 25'(D)
Treatment Area Volume:	9,000 cubic feet
Peak H ₂ S Level:	300 ppm
Installation Location:	Outdoors

2. EQUIPMENT SUPPLIED

- 1 NANO
- 2 HV Nozzle - Flexible
- 200 ft Oxidant Tubing
- 200 ft Water Tubing
- 1 6" RXN Vent
- 100 ft 2.5" Zipper Cable Sheath
- 2 IOM Manuals
- 1 Installation Kit - NANO - HV Nozzles
- 1 Spare Parts Kit - NANO
- 1 ENV Enclosure
- 1 Air Conditioner - 12,000 BTU

3. SERVICES

Vapex™ will furnish the following services:

- One (1) Vapex™ certified technician for two (2) days during one (1) trip to assist in:
 - * Installation inspection
 - * Start-up supervision
 - * Operator training
- 2 Vapex™ certified technician semiannual visits commencing 6 months from startup

4. PATENTS

The Equipment and/or Process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

5. PURCHASE PRICE

All of the above listed for \$ **133,500** USD

NOTE: If unit can be shipped by December 31, 2023 deduct \$10,000



Option 1: Extra year of warranty with 2 semi-annual service visits **\$12,000**

Includes: (1) Operating Kit
(2) Semi-annual service visit to perform maintenance
Mechanical Warranty on all parts*

Option 2: Service & Parts Discount **\$ 7,500**

Includes: (2) Semi-annual service visit to perform maintenance
25% discount on Operating Kit
10% discount on parts and service

*Subject to Terms and Conditions

5.1. VALIDITY

Proposal: This proposal is valid for 60 days from proposal date. All prices are guaranteed for one year from date of Vapex™ acceptance of a Purchase Order. This proposal does not include applicable sales and use taxes which will be applied to the final invoice. Please provide tax exemption certificates(s) if applicable.

Acceptance: To accept this proposal send a Purchase Order to Vapex™ Corporate Headquarters - OR - complete the acceptance information below. All Purchase Orders shall include:

- a. Purchase Price quoted in this document
- b. Ship to address, contact name and phone number
- c. Bill to address, contact name, phone number and fax number
- d. Requested delivery date
- e. Tax exemption information if applicable

5.2. PAYMENT TERMS

- 15% upon Submittal Submission or receipt of Submittal Waiver - Net 30 days
- 80% upon delivery - Net 30 days
- 5% Net thirty (30) days after equipment startup and training

FOB jobsite. Sales and or Use tax is not included in this proposal. If applicable, provide tax exemption information. Applicable tax is invoiced with purchase on date of shipment if tax exemption information is not received.

Orders: Orders are subject to credit evaluation and acceptance. All orders are subject to Vapex™ terms and conditions stated in this document.

Production: Vapex™ requires 4 to 6 weeks from the receipt of approved submittals or waiver of submittals for shipment.

Late Payment Penalty: Invoices not paid 31 days after the invoice date are subject to a Service Charge of 1-½% per month on the unpaid balance.

Cancellation: Unless otherwise specified in writing by the parties, the Buyer may not cancel the order, except upon written notice and payment to Seller of an amount covering all costs incurred under the Order, all costs which arose out of the cancellation, and a cancellation fee of 30% of the Order Price. Materials received and Goods manufactured in part or whole under the Order prior to the time of cancellation shall be retained by and shall be property of the seller. When calculating the cancellation related costs, payments made by the buyer to seller prior to cancellation shall be taken into account.



Title: Title to Vapex™ Radical Odor Control Systems and supplied equipment (the Goods) shall remain vested in Vapex™ and shall not pass to the buyer until the purchase price for the Goods has been paid in full and received by Vapex™ Environmental Technologies, LLC.

Start-Up: Start-up services include equipment start-up, warranty certification and onsite equipment operation and maintenance training. Trip fees may apply for additional training visits, multi-phase start-up or non-standard installations. Prior to scheduling the Vapex™ technician, the Customer shall verify that the site is prepared for start-up by completing the start-up form submitted at the time of Invoicing. If the site is not prepared when the technician arrives and the start-up is rescheduled, the customer will be responsible for payment of additional trip fees for the technician at current Vapex™ trip rates.

Important Notes: Regarding Vapex™ Radical Odor Control system Wet Well installations. If the system is treating a wet well (or lift station) all access for cables, wires or sample tubing shall be sealed. All conduit connections into the well must be sealed. If a vent is required, a Vapex™ supplied vent must be installed. Vapex™ strongly recommends that all ferrous metal hardware within the well be epoxy coated to prevent premature corrosion. Pump and/or grinder cables coated in natural rubber will deteriorate. If there are pump and/or grinder cables located inside the wet well they must be of a material compatible to sulfuric acid >10% and ozone or the pump cables must be sleeved with a PVC cable sheath (not provided by Vapex™ unless listed in the Equipment Supplied section of this document). Cables must be sleeved by the customer/contractor prior to equipment start-up. Contact Vapex™ for additional information.

6. WARRANTY

Limited Mechanical Warranty Policy

Vapex™ Equipment is warranted to be free from defective material and workmanship, under normal use and service and when installed, operated and maintained in accordance with installation, operation and maintenance instructions. This policy and maintenance instructions. This policy is as follows:

- Vapex™ VN - 18 months from shipment or 12 months from start-up whichever occurs first
EXCLUSION: Air Conditioner is warranted by manufacturer's warranty

To make claim under this Warranty, Buyer must notify Vapex™ within ten (10) business days after the date of discovery of any nonconformity and make the affected Equipment immediately available for inspection by Vapex™ or its service representative.

Vapex™ Equipment may be deemed nonconforming only by an authorized Vapex™ representative. Returns will not be accepted unless Vapex™ has authorized said return in writing. If the Vapex™ inspection indicates non-conforming materials and/or workmanship, the Equipment will, at Vapex™'s option, either be repaired or replaced without charge. Upon receipt of Vapex™'s written consent, Equipment may be promptly returned to the Vapex™ factory, F.O.B. However, under certain circumstances, Vapex™ may decide, in its sole discretion, to repair or replace the Equipment at the Project site. Buyer hereby agrees to provide Vapex™, its employees and/or representatives, free of charge, onsite access to the Project site and any necessary utilities and plant personnel needed by Vapex™ for the purpose of repairing and/or replacing nonconforming Equipment per this Warranty.

The following will void this warranty:



1. Equipment is used for purposes other than those for which it was designed;
2. Equipment is not used in accordance with generally approved practices;
3. Disasters, whether natural or manmade, such as fire, flood, wind, earthquake, cave-in, lightning, war, brownout or vandalism, etc.;
4. Unauthorized alterations to or modifications of the Equipment not approved by Vapex™ in writing;
5. Abuse, neglect or misuse of Equipment, including but without limitation, operation of Equipment after a defect is discovered;
6. Operation of Equipment by persons not properly trained for that purpose;
7. Failure to operate the equipment in accordance with Vapex™'s specifications, O&M manuals or other written guidelines, and/or
8. Failure to perform regular cleaning, inspection, adjustment and/or preventative maintenance.

Notes:

- A. Vapex™ is not liable for any corrective work or expenditure that has not been authorized by Vapex™ in writing prior to the commencement of such work and prior to committing to such expenditures.
- B. Inspection service calls, requested by Buyer, where no evidence of nonconforming materials and/or workmanship is found, will be invoiced to the Buyer at Vapex™'s current per diem plus all travel and living expenses.
- C. Onsite labor and freight are not covered by this Warranty.
- D. During the Warranty period, all mechanical, electrical and electro-mechanical parts are warranted provided monthly maintenance is performed and documented and is in conformance with all terms and conditions stated in the warranty section.
- E. Following a Warranty claim, verification of proper operations and maintenance is required.
- F. Physical damage due to external forces and/or accident is not covered by this Warranty including, but not limited to, lightning strikes, brownout damage, electrical surging, flooding, fire, freezing, etc.
- G. The effects of corrosion and unforeseeable environmental characteristics are excluded from this Warranty.
- H. Actions by 3rd parties in causing nonconformity of the Equipment are not covered under this Warranty.

THE LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF ANY KIND WHATSOEVER, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

VAPEX™ SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE AND STRICT LIABILITY), OR



OTHERWISE, FOR DAMAGE TO THE EQUIPMENT, PROPERTY DAMAGE, LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY BUYER (FOR CORRECTION OR OTHERWISE) OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE EQUIPMENT.

This exclusion applies even if the Warranty fails of its essential purpose and regardless of whether such damages are sought for breach of warranty, breach of contract, negligence or strict liability in tort or under any other legal theory.

Any modification of this Warranty must be in writing and signed by an authorized representative of Vapex. An adjustment made per this Warranty does not void the Warranty, nor does it imply an extension of the Warranty Period. Equipment repaired during the Warranty Period carries the un-expired portion of this original Warranty only. This Warranty is governed by the laws of the state of Florida.

7. ACCEPTANCE & PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Firm Proposal?
(Customer to complete)

☐ No

☐ Yes - Please complete below - Send copy of Purchase Order

PO Number: _____ **Taxes are not included in the Purchase Price and will be added to the PO amount unless accompanied with a Sales Tax Exemption Certificate**
PO Amount: _____

Is this purchase sales tax exempt?

☐ No - Taxes apply

☐ Yes - Please send copy of sales tax exemption certificate with this submission

Upon signature by Customer and submission to Vapex™ Environmental Technologies, this Firm Proposal shall be considered as Accepted as an Order and shall become legally binding unless this Order is rejected by Vapex™ Environmental Technologies for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order, (2) changes have been made to this document (other than completion of the purchase order information and the signature block), (3) the PO Amount does not match the Purchase Price, or (4) the requested purchase order information or signature is incomplete or does not match our records or the rest of this document.



Name:	
Title:	
Organization:	
Signature:	
Date:	



**FIRM PROPOSAL
PRESENTED TO:
City of Osage Beach
Passover LS
October 27, 2023**

2971-B Oxbow Circle
Cocoa, FL 32926
(407) 977-7250
www.vapex.com



1. DESIGN BASIS

Application:	Lift Station
Treatment Area Dimensions:	10' x 12' x 12'(Depth)
Treatment Area Volume:	1,440 cubic feet
Peak H ₂ S Level:	300 ppm
Installation Location:	Outdoors

2. EQUIPMENT SUPPLIED

- 1 NANO
- 2 HV Nozzle - Flexible
- 200 ft Oxidant Tubing
- 200 ft Water Tubing
- 1 6" RXN Vent
- 100 ft 2.5" Zipper Cable Sheath
- 2 IOM Manuals
- 1 Installation Kit - NANO - HV Nozzles
- 1 Spare Parts Kit - NANO
- 1 ENV Enclosure
- 1 Air Conditioner - 12,000 BTU

3. SERVICES

Vapex™ will furnish the following services:

- One (1) Vapex™ certified technician for two (2) days during one (1) trip to assist in:
 - * Installation inspection
 - * Start-up supervision
 - * Operator training
- 2 Vapex™ certified technician semiannual visits commencing 6 months from startup

4. PATENTS

The Equipment and/or Process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

5. PURCHASE PRICE

All of the above listed for \$ **133,500** USD

NOTE: If unit can be shipped by December 31, 2023 deduct \$10,000



Option 1: Extra year of warranty with 2 semi-annual service visits **\$12,000**
Includes: (1) Operating Kit
 (2) Semi-annual service visit to perform maintenance
 Mechanical Warranty on all parts*

Option 2: Service & Parts Discount **\$ 7,500**
Includes: (2) Semi-annual service visit to perform maintenance
 25% discount on Operating Kit
 10% discount on parts and service

*Subject to Terms and Conditions

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- e. Tax exemption information if applicable

5.2. PAYMENT TERMS

- 15% upon Submittal Submission or receipt of Submittal Waiver - Net 30 days
- 80% upon delivery - Net 30 days
- 5% Net thirty (30) days after equipment startup and training

FOB jobsite. Sales and or Use tax is not included in this proposal. If applicable, provide tax exemption information. Applicable tax is invoiced with purchase on date of shipment if tax exemption information is not received.

Orders: Orders are subject to credit evaluation and acceptance. All orders are subject to Vapex™ terms and conditions stated in this document.

Production: Vapex™ requires 4 to 6 weeks from the receipt of approved submittals or waiver of submittals for shipment.

Late Payment Penalty: Invoices not paid 31 days after the invoice date are subject to a Service Charge of 1-½% per month on the unpaid balance.

Cancellation: Unless otherwise specified in writing by the parties, the Buyer may not cancel the order, except upon written notice and payment to Seller of an amount covering all costs incurred under the Order, all costs which arose out of the cancellation, and a cancellation fee of 30% of the Order Price. Materials received and Goods manufactured in part or whole under the Order prior to the time of cancellation shall be retained by and shall be property of the seller. When calculating the cancellation related costs, payments made by the buyer to seller prior to cancellation shall be taken into account.



Title: Title to Vapex™ Radical Odor Control Systems and supplied equipment (the Goods) shall remain vested in Vapex™ and shall not pass to the buyer until the purchase price for the Goods has been paid in full and received by Vapex™ Environmental Technologies, LLC.

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Important Notes: Regarding Vapex™ Radical Odor Control system Wet Well installations. If the system is treating a wet well (or lift station) all access for cables, wires or sample tubing shall be sealed. All conduit connections into the well must be sealed. If a vent is required, a Vapex™ supplied vent must be installed. Vapex™ strongly recommends that all ferrous metal hardware within the well be epoxy coated to prevent premature corrosion. Pump and/or grinder cables coated in natural rubber will deteriorate. If there are pump and/or grinder cables located inside the wet well they must be of a material compatible to sulfuric acid >10% and ozone or the pump cables must be sleeved with a PVC cable sheath (not provided by Vapex™ unless listed in the Equipment Supplied section of this document). Cables must be sleeved by the customer/contractor prior to equipment start-up. Contact Vapex™ for additional information.

6. WARRANTY

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- Vapex™ VN - 18 months from shipment or 12 months from start-up whichever occurs first
EXCLUSION: Air Conditioner is warranted by manufacturer's warranty

To make claim under this Warranty, Buyer must notify Vapex™ within ten (10) business days after the date of discovery of any nonconformity and make the affected Equipment immediately available for inspection by Vapex™ or its service representative.

Vapex™ Equipment may be deemed nonconforming only by an authorized Vapex™ representative. Returns will not be accepted unless Vapex™ has authorized said return in writing. If the Vapex™ inspection indicates non-conforming materials and/or workmanship, the Equipment will, at Vapex™'s option, either be repaired or replaced without charge. Upon receipt of Vapex™'s written consent, Equipment may be promptly returned to the Vapex™ factory, F.O.B. However, under certain circumstances, Vapex™ may decide, in its sole discretion, to repair or replace the Equipment at the Project site. Buyer hereby agrees to provide Vapex™, its employees and/or representatives, free of charge, onsite access to the Project site and any necessary utilities and plant personnel needed by Vapex™ for the purpose of repairing and/or replacing nonconforming Equipment per this Warranty.

The following will void this warranty:



1. Equipment is used for purposes other than those for which it was designed;
2. Equipment is not used in accordance with generally approved practices;
3. Disasters, whether natural or manmade, such as fire, flood, wind, earthquake, cave-in, lightning, war, brownout or vandalism, etc.;
4. Unauthorized alterations to or modifications of the Equipment not approved by Vapex™ in writing;
5. Abuse, neglect or misuse of Equipment, including but without limitation, operation of Equipment after a defect is discovered;
6. Operation of Equipment by persons not properly trained for that purpose;
7. Failure to operate the equipment in accordance with Vapex™'s specifications, O&M manuals or other written guidelines, and/or
8. Failure to perform regular cleaning, inspection, adjustment and/or preventative maintenance.

Notes:

- A. Vapex™ is not liable for any corrective work or expenditure that has not been authorized by Vapex™ in writing prior to the commencement of such work and prior to committing to such expenditures.
- B. Inspection service calls, requested by Buyer, where no evidence of nonconforming materials and/or workmanship is found, will be invoiced to the Buyer at Vapex™'s current per diem plus all travel and living expenses.
- C. Onsite labor and freight are not covered by this Warranty.
- D. During the Warranty period, all mechanical, electrical and electro-mechanical parts are warranted provided monthly maintenance is performed and documented and is in conformance with all terms and conditions stated in the warranty section.
- E. Following a Warranty claim, verification of proper operations and maintenance is required.
- F. Physical damage due to external forces and/or accident is not covered by this Warranty including, but not limited to, lightning strikes, brownout damage, electrical surging, flooding, fire, freezing, etc.
- G. The effects of corrosion and unforeseeable environmental characteristics are excluded from this Warranty.
- H. Actions by 3rd parties in causing nonconformity of the Equipment are not covered under this Warranty.

THE LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF ANY KIND WHATSOEVER, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

VAPEX™ SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE AND STRICT LIABILITY), OR



OTHERWISE, FOR DAMAGE TO THE EQUIPMENT, PROPERTY DAMAGE, LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY BUYER (FOR CORRECTION OR OTHERWISE) OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE EQUIPMENT.

This exclusion applies even if the Warranty fails of its essential purpose and regardless of whether such damages are sought for breach of warranty, breach of contract, negligence or strict liability in tort or under any other legal theory.

Any modification of this Warranty must be in writing and signed by an authorized representative of Vapex. An adjustment made per this Warranty does not void the Warranty, nor does it imply an extension of the Warranty Period. Equipment repaired during the Warranty Period carries the un-expired portion of this original Warranty only. This Warranty is governed by the laws of the state of Florida.

7. ACCEPTANCE & PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Firm Proposal?
(Customer to complete)

☐ No

☐ Yes - Please complete below - Send copy of Purchase Order

PO Number: _____ **Taxes are not included in the Purchase Price and will be added to the PO amount unless accompanied with a Sales Tax Exemption Certificate**
PO Amount: _____

Is this purchase sales tax exempt?

☐ No - Taxes apply

☐ Yes - Please send copy of sales tax exemption certificate with this submission

Upon signature by Customer and submission to Vapex™ Environmental Technologies, this Firm Proposal shall be considered as Accepted as an Order and shall become legally binding unless this Order is rejected by Vapex™ Environmental Technologies for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order, (2) changes have been made to this document (other than completion of the purchase order information and the signature block), (3) the PO Amount does not match the Purchase Price, or (4) the requested purchase order information or signature is incomplete or does not match our records or the rest of this document.



Name:	
Title:	
Organization:	
Signature:	
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.