

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 FAX 573/302-0528
www.osagebeach.org

TENTATIVE AGENDA

REGULAR MEETING
February 1, 2018 – 6:00 P.M.
CITY HALL

***** Note: Make sure your cell phone is turned off or on a silent tone only. Please sign the attendance sheet located at the podium if you desire to address the Board. Agendas and packets are available on the back table and on the City's website at www.osagebeach.org.

CALL TO ORDER
Pledge of Allegiance
Roll Call

MAYOR'S COMMUNICATIONS

CITIZENS' COMMUNICATIONS

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

APPROVAL OF CONSENT AGENDA

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

- Minutes of Board Meeting of January 18, 2018 (Page 1)
- Bills List (Page 5)

UNFINISHED BUSINESS.

- A. **Bill 18-02 – Amended 1/4/18 and proposed 2nd Amendment**. Authorizing the Mayor to Execute Construction Contract OB17-018 with Vance Brothers, Inc. for the Osage Beach Parkway West Micro-Surfacing. Second Reading. (Page 28)

NEW BUSINESS

- A. **Bill 18-05**. Authorizing the Mayor to Execute a Contract with Crawford, Murphy and Tilly, Inc. for Professional Services at the Lee C. Fine Memorial Airport. First and Second Reading. (Page 40)
- B. **Resolution 2018-01**. Supporting the Comprehensive Economic Development Strategy (CEDS) as prepared by the Lake of the Ozarks Council of Local Governments in accordance with the Missouri Department of Economic Development. (Page 105)
- C. **Motion**. Approving Proposed Cingular Wireless PCS Contract Terms – Third Amendment to the Pawhuska Township Water Tower Attachment Lease Agreement. (Page 121)
- D. **Motion**. Change the Date of the March 15, 2018, Meeting to March 22, 2018. (Page 132)
- E. **Discussion**. City Trash Options. (Page 134)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

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

Cynthia Lambert, City Clerk
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 ex 230

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 hours in advance of the meeting at the above telephone number.

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

January 18, 2018

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a Regular Meeting on Thursday, January 18, 2018, at 6:00 p.m. at City Hall. The following were present: Mayor John Olivarri, Alderman Jeff Bethurem, Alderman Gregory Massey, Alderman Phyllis Marose, Alderman Tom Walker, and Alderman Kevin Rucker. Dorothy Urlicks, Deputy City Clerk, was present and performed the duties of that office. Alderman Richard Ross was absent.

Mayor's Communications. Mayor Olivarri had no comments.

Citizens Communications.

No one spoke.

Consent Agenda.

Alderman Bethurem moved to approve the Consent Agenda which included the Minutes of the Regular Board Meeting of January 4, 2018 and the Bills List as submitted. The motion was seconded by Alderman Marose. The motion was voted on and unanimously passed on a voice vote.

Unfinished Business.

BILL 18-01 – An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute Contract OB17-027 with Capital Paving & Construction, LLC, for Barry Prewitt Memorial Drive Overlay.

Public Works Director Nick Edelman stated that bids were opened on December 19, 2017, with two bids being received. Public Works Director Edelman noted that Capital Paving and Construction, LLC was the low bidder with a bid amount of \$158,826.90. Public Works Director Edelman stated that the First Reading was passed by the Board of Aldermen at the January 4, 2018 meeting.

Mayor Olivarri presented the second and final reading of Bill No. 18-01 to become Ordinance 18.01 as presented. It was noted that Bill No. 18-01 had been available for public review.

Alderman Rucker moved to approve the second and final reading of Bill No. 18-01 to become Ordinance 18.01 as presented. Alderman Walker seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 18-01 and to pass same into ordinance: "Ayes": Alderman Massey, Alderman Marose, Alderman Walker and Alderman Bethurem Nays": None. Bill No. 18-01 was passed and approved as Ordinance No. 18.01.

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BILL 18-03 – An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute Contract OB17-026 with Vance Brothers, Inc. for the Project to Slurry Seal Roads off Nichols Road.

Public Works Director Nick Edelman stated that bids were opened December 19, 2017, with two bidders responding. Public Works Director Edelman noted that Vance Brothers, Inc. was the low bidder with a bid amount of \$154,979.540. Public Works Director Edelman stated that the First Reading was passed by the Board of Aldermen at the January 4, 2018 meeting.

Mayor Olivarri presented the second and final reading of Bill No. 18-03 to become Ordinance 18.03 as presented. It was noted that Bill No. 18-03 had been available for public review.

Alderman Bethurem moved to approve the second and final reading of Bill No. 18-03 to become Ordinance 18.03 as presented. Alderman Marose seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 18-03 and to pass same into ordinance: “Ayes”: Alderman Marose, Alderman Walker, Alderman Rucker, Alderman Bethurem and Alderman Massey. Nays”: None. Bill No. 18-03 was passed and approved as Ordinance No. 18.03.

New Business

BILL 18-04 – An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute Change Order No. 2 with Concrete Solution, LLC, for Contract OB17-015 Dude Ranch Sidewalk Phase 3.

Public Works Director Nick Edelman stated that the bid was a unit price contract and there was an overrun in quantities for seeding and mulch. Public Works Director noted that the seeding and mulch was for ground off of the edge of the sidewalk to restore property owner’s yards back to original conditions. Edelman stated that the Change Order was in the amount of \$4,719.50.

Mayor Olivarri presented the first reading of Bill No. 18-04 to become Ordinance 18.04 by title only. It was noted that Bill No. 18-04 to become Ordinance 18.04 had been available for public review. Alderman Bethurem moved to approve the first reading of Bill No. 18-04 to become Ordinance 18.04 as presented. Alderman Marose seconded the motion which was voted on and passed by a voice vote.

Mayor Olivarri presented the second and final reading of Bill No. 18-03 to become Ordinance 18.05 as presented. It was noted that Bill No. 18-05 had been available for public review.

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Alderman Marose moved to approve the second and final reading of Bill No. 18-05 to become Ordinance 18.05 as presented. Alderman Bethurem seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 18-05 and to pass same into ordinance: “Ayes”: Alderman Walker, Alderman Rucker, Alderman Bethurem, Alderman Massey and Alderman Marose. Nays”: None. Bill No. 18-05 was passed and approved as Ordinance No. 18.05.

Motion to Approve Annual Grinder Pumps Purchase in the Amount of \$161,767.60 from Municipal Equipment Company, Inc.

Public Works Director Nick Edelman stated that this was a request to purchase grinder pumps from Municipal Equipment who is the authorized manufacturer’s representative for this item in this area.

A motion was made by Alderman Bethurem to authorize purchase of Grinder Pumps in the total amount of \$161,767.60 from Municipal Equipment. The motion was seconded by Alderman Marose. On a voice vote, the motion passed.

Discussion

Trash Service Options

City Administrator Jeana Woods stated that the topic of trash services being provided by the City through a single contract vendor had been brought up by Board Members. In researching this topic there is one part of legislation she wanted to bring to the Boards attention. If a city is intending to enter into a solid waste service into an area that is not currently being served you have to give a two year advance notice to the private entities that currently serve our city.

Alderman Bethurem made a motion to push this discussion to the next regular Board meeting so that we have a full Board present. Alderman Massey seconded the motion. On a voice vote, the motion passed.

Alderman Rucker does not feel we should start the two year clock until we make a decision about what we plan to do.

Mayor Olivarri stated we will move this item to February 1, 2018 Board of Aldermen Meeting.

Communications from Members of the Board of Aldermen

Alderman Bethurem congratulated Nick and his crew on removal of the ice and snow we had. He heard nothing but compliments from the area and they did a great job.

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Alderman Marose echoed Alderman Bethurem adding that she was very proud of our crew. They did a fantastic job.

Staff Communications

City Administrator Jeana Woods said she hoped she would see everyone Friday night at the Employee Appreciation Dinner.

Police Chief Todd Davis stated we have a new police officer, Corey Homeric's, started on the road January 5th. There is a fund raiser for the Can-Am Games Wednesday January 24th at Tucker Shuckers in Lake Ozark.

There being no further business to come before the Board, the meeting adjourned at 6:20 p.m.

I, Dorothy Urlicks, Deputy City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on January 18, 2018.

Dorothy Urlicks, Deputy City Clerk

John Olivarri, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
February 1, 2018**

Bills Paid Prior to Board Meeting	215,829.26
Payroll Paid Prior to Board Meeting	120,797.48
SRF Transfer Prior to Board Meeting	241,508.44
TIF Transfer Dierbergs	68,556.43
TIF Transfer Prewitt's Pt	118,738.83
Bills Pending Board Approval	138,930.75
Total Expenses	904,361.19

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PR DEDUCTIONS	710.56
			ADJUST PR DEDUCTIONS	136.64-
			ADJUST PR DEDUCTIONS	7.54-
			Dental Insurance Premiums	496.80
			Dental Insurance Premiums	497.87
			Health Insurance Contribut	732.37
			Health Insurance Contribut	739.56
			Health Insurance Contribut	476.26
			Health Insurance Contribut	473.11
			Vision Insurance Contribut	112.98
			Vision Insurance Contribut	112.98
			Vision Insurance Contribut	24.65
			Vision Insurance Contribut	24.59
			Vision Insurance Contribut	67.86
			Vision Insurance Contribut	67.86
		MO DEPT OF REVENUE	CVC COLLECTIONS	570.40
		FAMILY SUPPORT PAYMENT CENTER	Case #81106219	150.00
			Case #31550944	138.46
			Cse #16CMDR00112	173.08
		MO DEPT OF REVENUE	State Withholding	3,470.00
		MO TREASURER BUDGET DIRECTOR	DEC PEACE OFFICER TRAINING	30.00
		INTERNAL REVENUE SERVICE	Fed WH	8,716.86
			FICA	6,432.10
			Medicare	1,504.32
		LEGALSHIELD	ADJUST PAYROLL DEDUCTIONS	0.05-
			Pre-Paid Legal Premiums	77.74
			Pre-Paid Legal Premiums	77.74
		ICMA	Loan Repayment	486.42
			Loan Repayment	170.36
			Loan Repayment	182.93
			Retirement 457 &	856.19
			Retirement 457	995.00
			Loan Repayments	280.50
			Loan Repayments	491.03
			Loan Repayments	356.31
			Loan Repayments	350.55
			Loan Repayments	70.11
			Loan Repayments	209.74
			Loan Repayments	16.99
			Loan Repayments	849.63
			Loan Repayments	351.32
			Retirement Roth IRA %	159.66
			Retirement Roth IRA	290.00
		CAMDEN COUNTY ASSOC COURT	OTHER AGENCY CASH BOND	500.00
		COLONIAL LIFE & ACCIDENT	ADJUST PR DEDUCTIONS	0.01-
			Colonial Supplemental Insu	30.86
			Colonial Supplemental Insu	30.86
		CITIZENS AGAINST DOMESTIC VIOLENCE	DEC CADV COLLECTIONS	160.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	1,504.67
			American Fidelity	1,504.54
			Amerian Fidelity	813.21
			Amerian Fidelity	813.21
			ADJUST PAYROLL DEDUCTIONS	28.11-
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	ADJUST PAYROLL DEDUCTIONS	0.02-
			Dependent Care	208.33
			Dependent Care	208.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Flexible Spending Accts -	64.58
			Flexible Spending Accts -	64.58
		TEXAS LIFE INSURANCE CO	ADJUST PR DEDUCTIONS	40.23
			Texas Life After Tax	81.03
			Texas Life After Tax	81.03
		HSA BANK	HSA Contribution	25.00
			HSA Family/Dep. Contributi	1,613.00
		SHERIFFS RETIREMENT SYSTEM	DEC COLLECTIONS	228.00
		PRINCIPAL LIFE INSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	221.64
			ADJUST PAYROLL DEDUCTIONS	24.67
			Group Life Ins and Buy Up	30.60
			Group Life Ins and Buy Up	30.60
			Group Life Ins and Buy Up	12.51
			Group Life Ins and Buy Up	12.51
		ONE TIME VENDOR	Cash Refund:496 -01	100.00
			Bond Refund:170486791-01	107.50
			Bond Refund:170486792-01	75.00
			TOTAL:	40,409.01
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	163.78
			Medicare	38.33
		ICMA	Retirement 401	158.50
			TOTAL:	360.61
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	17.22
			Medicare	4.03
			TOTAL:	21.25
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	59.54
			Dental Insurance Premiums	59.54
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	201.30
			Health Insurance Contribut	201.30
			Health Insurance Contribut	1,058.34
			Health Insurance Contribut	1,058.34
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.89
		INTERNAL REVENUE SERVICE	FICA	480.05
			Medicare	112.28
		ICMA	Retirement 401	474.99
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.14
			Group Dependent Life Ins	2.14
			Group Life Ins and Buy Up	3.78
			Group Life Ins and Buy Up	3.78
			Group Life Ins and Buy Up	15.60
			Group Life Ins and Buy Up	15.60
			Short Term Disability Ins	17.40
			Short Term Disability Ins	17.40
			TOTAL:	4,030.52
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	119.08

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premiums	119.08
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	201.30
			Health Insurance Contribut	1,355.28
			Health Insurance Contribut	1,355.28
			Vision Insurance Contribut	11.31
			Vision Insurance Contribut	11.31
		INTERNAL REVENUE SERVICE	FICA	217.09
			Medicare	50.78
		ICMA	Retirement 401	218.46
		CENTRAL MO CITY CLERKS & FINANCE OFFCR	CCFOA DUES-LAMBERT & URLIC	30.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	10.42
			Flexible Spending Accts -	10.42
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	11.34
			Group Life Ins and Buy Up	11.34
			Group Life Ins and Buy Up	4.11
			Group Life Ins and Buy Up	4.11
			Short Term Disability Ins	9.65
			Short Term Disability Ins	9.65
			Short Term Disability Ins	11.60
			Short Term Disability Ins	11.60
		PRINCIPAL LIFE INSURANCE COMPANY	STD FICA BILLING FOR OCTOB	87.64
			TOTAL:	3,986.43
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	59.54
			Dental Insurance Premiums	57.95
			Health Insurance Contribut	529.17
			Health Insurance Contribut	529.17
			Health Insurance Contribut	451.76
			Health Insurance Contribut	427.70
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.57
		INTERNAL REVENUE SERVICE	FICA	551.70
			Medicare	129.03
		ICMA	Retirement 401	545.42
		HSA BANK	HSA Family/Dep. Contributi	225.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.28
			Group Dependent Life Ins	4.22
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	7.36
			Group Life Ins and Buy Up	12.95
			Group Life Ins and Buy Up	12.95
			Short Term Disability Ins	5.03
			Short Term Disability Ins	4.76
			Short Term Disability Ins	17.40
			Short Term Disability Ins	17.40
			TOTAL:	3,622.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.77
			Dental Insurance Premiums	29.77
			Health Insurance Contribut	529.17
			Health Insurance Contribut	529.17
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
		INTERNAL REVENUE SERVICE	FICA	78.13
			Medicare	18.27
		MACA TREASURER	MACA MEMBERSHIPS M. TAYLOR	60.00
			MACA MEMBERSHIPS C.LAMBERT	60.00
			MACA MEMBERSHIPS D. URLICK	60.00
		ICMA	Retirement 401	80.37
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	3.78
			Group Life Ins and Buy Up	3.78
			Short Term Disability Ins	5.80
			Short Term Disability Ins	5.80
			ONE TIME VENDOR MARY ELLA STECK	159.95
			MARY ELLA STECK:INTERPRETE	1,741.68
			TOTAL:	
City Attorney	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.77
			Dental Insurance Premiums	29.77
			Health Insurance Contribut	529.17
			Health Insurance Contribut	529.17
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
		INTERNAL REVENUE SERVICE	FICA	323.28
			Medicare	75.61
		ICMA	Retirement 401	316.13
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	12.57
			Group Life Ins and Buy Up	12.57
			Short Term Disability Ins	5.80
			Short Term Disability Ins	5.80
			TOTAL:	1,957.56
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	74.42
			Dental Insurance Premiums	74.42
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	201.30
			Health Insurance Contribut	201.30
			Health Insurance Contribut	1,058.34
			Health Insurance Contribut	1,058.34
			Health Insurance Contribut	225.88
			Health Insurance Contribut	225.88
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.88
			Vision Insurance Contribut	1.88

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	FICA	423.21
			Medicare	98.97
		ICMA	Retirement 401	419.51
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	187.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.60
			Group Dependent Life Ins	1.60
			Group Life Ins and Buy Up	5.67
			Group Life Ins and Buy Up	5.67
			Group Life Ins and Buy Up	3.72
			Group Life Ins and Buy Up	3.72
			Short Term Disability Ins	2.46
			Short Term Disability Ins	2.46
			Short Term Disability Ins	17.40
			Short Term Disability Ins	17.40
			TOTAL:	4,411.53
Building Maintenance	General Fund	INTERNAL REVENUE SERVICE	FICA	52.08
			Medicare	12.18
			TOTAL:	64.26
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	36.06
			Dental Insurance Premiums	42.09
			Dental Insurance Premium	34.16
			Dental Insurance Premium	35.50
			Health Insurance Contribut	402.60
			Health Insurance Contribut	418.35
			Health Insurance Contribut	580.97
			Health Insurance Contribut	685.41
			Health Insurance Contribut	51.07
			Health Insurance Contribut	53.52
			Vision Insurance Contribut	5.88
			Vision Insurance Contribut	5.82
			Vision Insurance Contribut	0.45
		INTERNAL REVENUE SERVICE	FICA	261.11
			Medicare	61.06
		ICMA	Retirement 401	256.76
		LOWE'S	VALVE	8.54
			PARTS FOR DRINK FOUNTAIN P	13.74
			PARTS FOR DRINK FOUNTAIN P	22.67
			RETURN PART	9.48-
			BOLT	0.82
			RETURN BOLTS	1.58-
			BOLTS	1.58
			TOILET REPAIR	3.70
			ANTIFREEZE	18.90
			FUSES	2.46
			PEANICK PARK FENCING	147.40
			PEANICK PARK BACK STOP	30.20
			PEANICK PARK BACK STOP	5.12
			OFFICE MAIL DROP	51.75
			PEANICK PARK BACK STOP	5.66
		WCA WASTE CORPORATION	PORTA POTTY'S 12/1-12/31/1	233.99
		AMEREN MISSOURI	LOWER DIAMOND LTS 12/5-1/8	11.84
			PEANICK BALL PRK LTS 12/5-	16.11
		HSA BANK	HSA Contribution	75.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				11
			HSA Family/Dep. Contributi	75.00
			Group Dependent Life Ins	1.29
			Group Dependent Life Ins	1.60
			Group Life Ins and Buy Up	7.99
			Group Life Ins and Buy Up	8.31
			Group Life Ins and Buy Up	4.89
			Group Life Ins and Buy Up	5.59
			Short Term Disability Ins	4.16
			Short Term Disability Ins	5.16
			Short Term Disability Ins	12.83
			Short Term Disability Ins	13.69
			TOTAL:	3,709.74
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.77
			Dental Insurance Premiums	29.77
			Health Insurance Contribut	451.76
			Health Insurance Contribut	451.76
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		INTERNAL REVENUE SERVICE	FICA	136.38
			Medicare	31.89
		POWERS, BRIAN DBA	APPRECIATION PARTY ENTERTA	3,200.00
		ICMA	Retirement 401	137.79
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	4.58
			Group Life Ins and Buy Up	4.58
			Short Term Disability Ins	5.80
			Short Term Disability Ins	5.80
		ONE TIME VENDOR NEWHART, SHANTEL	NEWHART, SHANTEL:LO SNAP P	250.00
			TOTAL:	4,824.56
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	506.43
			Dental Insurance Premiums	506.42
			Dental Insurance Premium	102.48
			Dental Insurance Premium	102.48
			Health Insurance Contribut	1,006.50
			Health Insurance Contribut	1,006.50
			Health Insurance Contribut	5,291.70
			Health Insurance Contribut	5,291.70
			Health Insurance Contribut	3,167.51
			Health Insurance Contribut	3,167.38
			Vision Insurance Contribut	59.29
			Vision Insurance Contribut	59.29
			Vision Insurance Contribut	7.56
			Vision Insurance Contribut	7.56
			Vision Insurance Contribut	30.20
			Vision Insurance Contribut	30.20
		INTERNAL REVENUE SERVICE	FICA	2,745.90
			Medicare	642.18
		ICMA	Retirement 401	2,677.00
		LOWE'S	ANIMAL CONTROL SHED	1,248.19
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity	9.95
			Amerian Fidelity	9.95
		HSA BANK	HSA Contribution	112.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	1,351.06
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	24.61
			Group Dependent Life Ins	24.61
			Group Life Ins and Buy Up	56.70
			Group Life Ins and Buy Up	56.70
			Group Life Ins and Buy Up	53.56
			Group Life Ins and Buy Up	53.56
			Short Term Disability Ins	15.50
			Short Term Disability Ins	15.50
			Short Term Disability Ins	127.67
			Short Term Disability Ins	127.66
		DORO INC DBA HOLIDAY INN EXPRESS	LODGING TYPE III CLASS-K.L	604.15
		LOWE, KELLY	MEALS TYPE III CLASS-K. LO	200.00
			TOTAL:	30,500.15
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	148.51
			Dental Insurance Premiums	146.58
			Dental Insurance Premium	34.16
			Dental Insurance Premium	34.16
			Health Insurance Contribut	402.60
			Health Insurance Contribut	402.60
			Health Insurance Contribut	1,058.34
			Health Insurance Contribut	1,058.34
			Health Insurance Contribut	898.33
			Health Insurance Contribut	869.00
			Vision Insurance Contribut	16.17
			Vision Insurance Contribut	16.17
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	7.50
			Vision Insurance Contribut	7.25
		INTERNAL REVENUE SERVICE	FICA	677.16
			Medicare	158.38
		ICMA	Retirement 401	611.65
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	298.94
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.14
			Group Life Ins and Buy Up	22.68
			Group Life Ins and Buy Up	22.43
			Short Term Disability Ins	14.63
			Short Term Disability Ins	14.32
			Short Term Disability Ins	28.93
			Short Term Disability Ins	28.56
			TOTAL:	7,087.14
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.66
			Dental Insurance Premiums	44.66
			Health Insurance Contribut	677.64
			Health Insurance Contribut	677.64
			Vision Insurance Contribut	5.66
			Vision Insurance Contribut	5.66
		INTERNAL REVENUE SERVICE	FICA	197.29
			Medicare	46.14

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA	Retirement 401	195.37
		HSA BANK	HSA Family/Dep. Contributi	112.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.61
			Group Dependent Life Ins	1.61
			Group Life Ins and Buy Up	1.89
			Group Life Ins and Buy Up	1.89
			Group Life Ins and Buy Up	5.30
			Group Life Ins and Buy Up	5.30
			Short Term Disability Ins	2.46
			Short Term Disability Ins	2.46
			Short Term Disability Ins	5.80
			Short Term Disability Ins	5.80
			TOTAL:	2,041.34
Information Technology General Fund		MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.77
			Dental Insurance Premiums	29.77
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	201.30
			Health Insurance Contribut	201.30
			Health Insurance Contribut	451.76
			Health Insurance Contribut	451.76
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		INTERNAL REVENUE SERVICE	FICA	107.72
			Medicare	25.19
		ICMA	Retirement 401	106.83
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.14
			Group Dependent Life Ins	2.14
			Group Life Ins and Buy Up	11.44
			Group Life Ins and Buy Up	11.44
			Short Term Disability Ins	11.60
			Short Term Disability Ins	11.60
			TOTAL:	1,776.24
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	69.04
			Dental Insurance Premiums	67.97
			Health Insurance Contribut	57.28
			Health Insurance Contribut	50.09
			Health Insurance Contribut	70.89
			Health Insurance Contribut	74.04
			Health Insurance Premiums	241.34
			Health Insurance Premiums	241.34
			Vision Insurance Contribut	5.41
			Vision Insurance Contribut	5.41
			Vision Insurance Contribut	6.69
			Vision Insurance Contribut	6.67
			Vision Insurance Contribut	8.79
			Vision Insurance Contribut	8.79
		MO DEPT OF REVENUE	State Withholding	493.99
		INTERNAL REVENUE SERVICE	Fed WH	1,224.39
			FICA	1,005.59
			Medicare	235.18

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LEGALSHIELD	Pre-Paid Legal Premiums	6.35
			Pre-Paid Legal Premiums	6.35
		ICMA	Retirement 457 &	444.12
			Retirement 457	213.21
			Loan Repayments	27.86
			Loan Repayments	33.64
			Retirement Roth IRA	57.55
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	101.37
			American Fidelity	100.68
			Amerian Fidelity	24.11
			Amerian Fidelity	24.11
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	12.62
			Texas Life After Tax	12.62
		HSA BANK	HSA Contribution	33.50
			HSA Family/Dep. Contributi	301.56
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	6.03
			Group Life Ins and Buy Up	6.03
			TOTAL:	5,284.61
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	162.20
			Dental Insurance Premiums	159.70
			Dental Insurance Premium	39.97
			Dental Insurance Premium	37.87
			Health Insurance Contribut	471.04
			Health Insurance Contribut	446.30
			Health Insurance Contribut	831.92
			Health Insurance Contribut	727.48
			Health Insurance Contribut	1,150.62
			Health Insurance Contribut	1,201.69
			Health Insurance Premiums	526.76
			Health Insurance Premiums	526.76
			Vision Insurance Contribut	5.45
			Vision Insurance Contribut	5.45
			Vision Insurance Contribut	6.73
			Vision Insurance Contribut	6.71
			Vision Insurance Contribut	8.78
			Vision Insurance Contribut	8.78
		HAYES, DAVE	MILEAGE REIMB 1/10-1/16/18	4.36
			MILEAGE REIMB 1/3-1/9/18	4.36
		RUSSELL, RICK	MILEAGE REIMB 1/10-1/16/18	29.10
		INTERNAL REVENUE SERVICE	FICA	1,005.59
			Medicare	235.19
		ICMA	Retirement 401	958.88
		CAMDEN COUNTY RECORDER OF DEEDS	MACE RD EASEMENT	60.00
		LOWE'S	DRILL PRESS	255.65
		CARD SERVICES 0248	BOOTS-R. RUSSEL, D. HAYES	304.98
			BOOTS & COVER ALLS-T. WILL	184.98
			SPEEDY LIFT	99.99
		LEIGH, AUDREY	MILEAGE REIMB 1/10-1/16/18	10.90
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	3.55
			American Fidelity	3.55
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	13.86
			Flexible Spending Accts -	13.86
		PHILLIPS, MITCHELL	MILEAGE REIMB 1/10-1/16/18	19.95
			MILEAGE REIMB 1/3-1/9/18	59.84
		HIBDON, ERIC	ENG LICENSE RENEWAL	12.09

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMEREN MISSOURI	KK DR LIGHTS 11/30-1/3/18	118.18
			STREET LIGHTS 12/1-1/1/18	3,988.37
			STREET LIGHTS 12/1-1/1/18	1,456.44
		HSA BANK	HSA Contribution	200.25
			HSA Family/Dep. Contributi	324.75
		LONG, ROB	MILEAGE REIMB 1/10-1/16/18	26.81
			MILEAGE REIMB 1/3-1/9/18	13.41
		PATTERSON, JOHN	MILEAGE REIMB 1/10-1/16/18	25.07
			MILEAGE REIMB 1/3-1/9/18	25.07
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	7.27
			Group Dependent Life Ins	7.04
			Group Life Ins and Buy Up	22.34
			Group Life Ins and Buy Up	22.30
			Group Life Ins and Buy Up	13.82
			Group Life Ins and Buy Up	13.12
			Short Term Disability Ins	7.17
			Short Term Disability Ins	6.50
			Short Term Disability Ins	45.16
			Short Term Disability Ins	44.68
		MERICAL, RICHARD	MILEAGE REIMB 1/10-1/16/18	25.07
			MILEAGE REIMB 1/3-1/9/18	25.07
		WILLIAMS, TYSON	MILEAGE REIMB 1/10-1/16/18	85.02
			TOTAL:	16,107.80
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	71.58
			Dental Insurance Premiums	71.58
			Health Insurance Contribut	96.94
			Health Insurance Contribut	96.94
			Health Insurance Contribut	46.19
			Health Insurance Contribut	46.19
			Vision Insurance Contribut	16.10
			Vision Insurance Contribut	16.10
			Vision Insurance Contribut	1.24
			Vision Insurance Contribut	1.32
			Vision Insurance Contribut	5.01
			Vision Insurance Contribut	5.01
		MO DEPT OF REVENUE	State Withholding	303.61
		INTERNAL REVENUE SERVICE	Fed WH	784.44
			FICA	734.13
			Medicare	171.68
		LEGALSHIELD	Pre-Paid Legal Premiums	6.26
			Pre-Paid Legal Premiums	6.26
		ICMA	Retirment 457 &	55.38
			Retirement 457	126.46
			Loan Repayments	14.07
			Loan Repayments	16.08
			Loan Repayments	51.88
			Loan Repayments	52.79
			Loan Repayments	9.88
			Retirement Roth IRA	56.10
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	109.99
			American Fidelity	110.81
			Amerian Fidelity	49.03
			Amerian Fidelity	49.03
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	12.24
			Texas Life After Tax	12.24

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HSA BANK	HSA Contribution	8.25
			HSA Family/Dep. Contributi	53.46
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	6.03
			Group Life Ins and Buy Up	6.03
			TOTAL:	3,280.33
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	168.19
			Dental Insurance Premiums	168.19
			Dental Insurance Premium	5.64
			Dental Insurance Premium	6.40
			Health Insurance Contribut	66.43
			Health Insurance Contribut	75.42
			Health Insurance Contribut	1,407.60
			Health Insurance Contribut	1,407.60
			Health Insurance Contribut	749.93
			Health Insurance Contribut	749.93
			Vision Insurance Contribut	16.11
			Vision Insurance Contribut	16.11
			Vision Insurance Contribut	1.25
			Vision Insurance Contribut	1.33
			Vision Insurance Contribut	5.01
			Vision Insurance Contribut	5.01
		UMB BANK & TRUST	2002	1,267.13
			2003	511.81
			2003	17,488.14
			2007	208.93
			2007	7,047.34
		INTERNAL REVENUE SERVICE	FICA	734.16
			Medicare	171.69
		ICMA	Retirement 401	668.30
		CAMDEN COUNTY RECORDER OF DEEDS	LIEN RELEASE	12.50
		LOWE'S	SMALL TOOLS	51.30
			CENTER PUNCH	9.49
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	3.44
			American Fidelity	3.44
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	3.44
			Flexible Spending Accts -	3.44
		HIBDON, ERIC	ENG LICENSE RENEWAL	12.08
		AMEREN MISSOURI	WELL #2 11/27-12/28/17	1,358.79
			SWISS VILG WELL 11/27-12/2	1,205.40
		MANKEY, KYLE	MILEAGE REIMB 1/3-1/9/18	163.50
		HSA BANK	HSA Contribution	12.38
			HSA Family/Dep. Contributi	324.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	6.39
			Group Dependent Life Ins	6.44
			Group Life Ins and Buy Up	18.87
			Group Life Ins and Buy Up	19.04
			Group Life Ins and Buy Up	6.64
			Group Life Ins and Buy Up	6.64
			Short Term Disability Ins	12.13
			Short Term Disability Ins	12.38
			Short Term Disability Ins	23.07
			Short Term Disability Ins	23.07
		CARLSON, CHAD	MILEAGE REIMB 1/3-1/9/18	32.70
			TOTAL:	36,278.22

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	97.44
			Dental Insurance Premiums	97.44
			Health Insurance Contribut	170.17
			Health Insurance Contribut	170.17
			Health Insurance Contribut	46.75
			Health Insurance Contribut	46.75
			Vision Insurance Contribut	21.53
			Vision Insurance Contribut	21.53
			Vision Insurance Contribut	5.02
			Vision Insurance Contribut	5.02
			Vision Insurance Contribut	5.05
			Vision Insurance Contribut	5.05
		MO DEPT OF REVENUE	State Withholding	481.40
		INTERNAL REVENUE SERVICE	Fed WH	1,233.89
			FICA	910.94
			Medicare	213.03
		LEGALSHIELD	Pre-Paid Legal Premiums	6.35
			Pre-Paid Legal Premiums	6.35
		ICMA	Retirement 457 &	57.26
			Retirement 457	128.52
			Loan Repayments	21.11
			Loan Repayments	49.94
			Loan Repayments	34.65
			Retirement Roth IRA	56.35
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	205.21
			American Fidelity	205.21
			Amerian Fidelity	52.06
			Amerian Fidelity	52.06
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	27.74
			Texas Life After Tax	27.74
		HSA BANK	HSA Contribution	8.25
			HSA Family/Dep. Contributi	350.31
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	6.21
			Group Life Ins and Buy Up	6.21
			TOTAL:	4,832.71
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	228.95
			Dental Insurance Premiums	228.95
			Dental Insurance Premium	22.71
			Dental Insurance Premium	22.71
			Health Insurance Contribut	267.73
			Health Insurance Contribut	267.73
			Health Insurance Contribut	2,471.21
			Health Insurance Contribut	2,471.21
			Health Insurance Contribut	758.94
			Health Insurance Contribut	758.94
			Vision Insurance Contribut	21.56
			Vision Insurance Contribut	21.56
			Vision Insurance Contribut	5.04
			Vision Insurance Contribut	5.04
			Vision Insurance Contribut	5.06
			Vision Insurance Contribut	5.06
		UMB BANK & TRUST	2001	223.44
			2001	7,161.32
			2005	337.45
		INTERNAL REVENUE SERVICE	FICA	910.91

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	213.01
		ICMA	Retirement 401	905.40
		CAMDEN COUNTY RECORDER OF DEEDS	LIEN RELEASE	12.50
		CARD SERVICES 0248	AIR HOSE	59.99
			PUMP REBUILDING SUPPLIES	141.90
		LEIGH, AUDREY	MILEAGE REIMB 1/10-1/16/18	10.90
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	13.85
			American Fidelity	13.85
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	3.54
			Flexible Spending Accts -	3.54
		HIBDON, ERIC	ENG LICENSE RENEWAL	12.08
		AMEREN MISSOURI	CLEARWOOD LN 12/3-1/4/18	12.35
			PREWITTS PT 12/5-1/8/18	57.58
			GRINDER PUMPS & LIFT STATI	4,076.94
		HSA BANK	HSA Contribution	49.87
			HSA Family/Dep. Contributi	476.25
		LIEDEL, BRIAN	MILEAGE REIMB 1/10-1/16/18	58.86
		BRUEWER, ROB	MILEAGE REIMB 1/3-1/9/18	52.32
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	9.66
			Group Dependent Life Ins	9.66
			Group Life Ins and Buy Up	26.40
			Group Life Ins and Buy Up	26.40
			Group Life Ins and Buy Up	11.43
			Group Life Ins and Buy Up	11.43
			Short Term Disability Ins	18.38
			Short Term Disability Ins	18.38
			Short Term Disability Ins	34.94
			Short Term Disability Ins	34.94
			TOTAL:	22,571.87
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	38.01
			Dental Insurance Premiums	38.01
			Health Insurance Contribut	36.44
			Health Insurance Contribut	36.44
			Health Insurance Contribut	27.83
			Health Insurance Contribut	27.83
			Vision Insurance Contribut	5.38
			Vision Insurance Contribut	5.38
			Vision Insurance Contribut	3.76
			Vision Insurance Contribut	3.76
			Vision Insurance Contribut	7.54
			Vision Insurance Contribut	7.54
		MO DEPT OF REVENUE	State Withholding	312.00
		INTERNAL REVENUE SERVICE	Fed WH	744.93
			FICA	708.27
			Medicare	165.65
		ICMA	Retirment 457 &	64.59
			Retirement 457	15.00
			Loan Repayments	97.15
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	70.00
			American Fidelity	70.00
			Amerian Fidelity	54.48
			Amerian Fidelity	54.48
		LACLEDE COUNTY CIRCUIT CLERK	Case No,. 14LA-AC00228	80.30
		HSA BANK	HSA Family/Dep. Contributi	125.00
			TOTAL:	2,799.77

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	89.31
			Dental Insurance Premiums	89.31
			Dental Insurance Premium	34.16
			Dental Insurance Premium	34.16
			Health Insurance Contribut	402.60
			Health Insurance Contribut	402.60
			Health Insurance Contribut	529.17
			Health Insurance Contribut	529.17
			Health Insurance Contribut	451.76
			Health Insurance Contribut	451.76
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	7.54
			Vision Insurance Contribut	7.54
		INTERNAL REVENUE SERVICE	FICA	708.27
			Medicare	165.65
		ICMA	Retirement 401	557.62
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity	10.42
			Amerian Fidelity	10.42
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	6.42
			Group Dependent Life Ins	6.42
			Group Life Ins and Buy Up	18.90
			Group Life Ins and Buy Up	18.90
			Group Life Ins and Buy Up	3.97
			Group Life Ins and Buy Up	3.97
			Short Term Disability Ins	9.24
			Short Term Disability Ins	9.24
			Short Term Disability Ins	23.20
			Short Term Disability Ins	23.20
			TOTAL:	4,848.26
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	20.27
			Dental Insurance Premiums	20.27
			Health Insurance Contribut	36.44
			Health Insurance Contribut	36.44
			Health Insurance Contribut	16.70
			Health Insurance Contribut	16.70
			Vision Insurance Contribut	13.99
			Vision Insurance Contribut	13.99
			Vision Insurance Contribut	1.88
			Vision Insurance Contribut	1.88
		MO DEPT OF REVENUE	State Withholding	85.60
		INTERNAL REVENUE SERVICE	Fed WH	176.91
			FICA	250.86
			Medicare	58.67
		ICMA	Retirement 457	89.00
			Loan Repayments	38.55
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	30.77
			American Fidelity	30.77
			Amerian Fidelity	20.57
			Amerian Fidelity	20.57
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	7.88

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Texas Life After Tax	7.88
			TOTAL:	996.59
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	47.63
			Dental Insurance Premiums	47.63
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	201.30
			Health Insurance Contribut	201.30
			Health Insurance Contribut	529.17
			Health Insurance Contribut	529.17
			Health Insurance Contribut	271.06
			Health Insurance Contribut	271.06
			Vision Insurance Contribut	14.01
			Vision Insurance Contribut	14.01
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.89
		AMEREN MISSOURI	LCF RD WELL 12/6-1/9/18	11.24
			STATE PARK LOCLZR 11/28-12	35.21
			LCF FIREHOUSE 11/28-12/28/	93.52
			LCF TERM BLDG 12/6-1/9/18	377.32
			LCF HANGAR 2 12/6-1/9/18	21.39
			NEW AP HANGAR 12/6-1/9/18	180.54
		INTERNAL REVENUE SERVICE	FICA	250.86
			Medicare	58.67
		ICMA	Retirement 401	249.37
		LOWE'S	ROOFING, KNIFE & BLADES	16.09
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	120.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.78
			Group Dependent Life Ins	2.78
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	7.27
			Group Life Ins and Buy Up	7.27
			Short Term Disability Ins	8.57
			Short Term Disability Ins	8.57
			Short Term Disability Ins	9.28
			Short Term Disability Ins	9.28
			TOTAL:	3,707.75
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	30.41
			Dental Insurance Premiums	30.41
			Health Insurance Contribut	66.79
			Health Insurance Contribut	66.79
			Vision Insurance Contribut	2.15
			Vision Insurance Contribut	2.15
			Vision Insurance Contribut	7.54
			Vision Insurance Contribut	7.54
		MO DEPT OF REVENUE	State Withholding	75.40
		INTERNAL REVENUE SERVICE	Fed WH	134.01
			FICA	177.15
			Medicare	41.43
		ICMA	Retirement 457	30.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	28.15
			American Fidelity	28.15
			Amerian Fidelity	13.71
			Amerian Fidelity	13.71
			TOTAL:	755.49
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	SERV 11/20-12/20/17	46.84
		MIDWEST PUBLIC RISK	Dental Insurance Premiums	71.45
			Dental Insurance Premiums	71.45
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	201.30
			Health Insurance Contribut	1,084.22
			Health Insurance Contribut	1,084.22
			Vision Insurance Contribut	2.16
			Vision Insurance Contribut	2.16
			Vision Insurance Contribut	7.54
			Vision Insurance Contribut	7.54
		AMEREN MISSOURI	GG AP HANGAR 11/27-12/28/1	44.66
			AP RD TBLC EXT D 11/27-12/	337.83
			GG AP SHOP 11/27-12/28/17	43.13
			GG AIRPORT 11/27-12/28/17	12.51
			GG AP TBLC EXT D 11/27-12/	27.01
			GG AP HANGAR 11/27-12/28/1	19.09
			GG AP SLEEPY 11/27-12/28/1	16.26
		INTERNAL REVENUE SERVICE	FICA	177.15
			Medicare	41.43
		ICMA	Retirement 401	178.67
		CHARTER COMMUNICATIONS HOLDING CO LLC	SERV 1/16-2/15/18	81.81
		HSA BANK	HSA Family/Dep. Contributi	180.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.57
			Group Dependent Life Ins	2.57
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	1.97
			Group Life Ins and Buy Up	1.97
			Short Term Disability Ins	4.28
			Short Term Disability Ins	4.28
			Short Term Disability Ins	8.12
			Short Term Disability Ins	8.12
			TOTAL:	3,821.59

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION
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AMOUNT

22

===== FUND TOTALS =====		
10	General Fund	110,544.27
20	Transportation	21,392.41
30	Water Fund	39,558.55
35	Sewer Fund	27,404.58
40	Ambulance Fund	7,648.03
45	Lee C. Fine Airport Fund	4,704.34
47	Grand Glaize Airport Fund	4,577.08

	GRAND TOTAL:	215,829.26

TOTAL PAGES: 17

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Administrator	General Fund	STAPLES BUSINESS ADVANTAGE	TONER	102.84
			TOTAL:	102.84
City Clerk	General Fund	LAKE SUN LEADER 81525 & 1586450	2017 FINANCIALS	324.00
		STAPLES BUSINESS ADVANTAGE	BINDER CLIPS, TONER, CALC	117.11
			TOTAL:	441.11
Municipal Court	General Fund	STAPLES BUSINESS ADVANTAGE	PENS	5.17
			TOTAL:	5.17
City Attorney	General Fund	THOMSON REUTERS - WEST	DEC INFO CHARGES	330.00
			TOTAL:	330.00
Building Inspection	General Fund	MACA	MACA CONF & DUES - K. PHEL	275.00
			MACA CONF & DUES - K. PHEL	25.00
			MACA CONF & DUES-H. OLIVER	275.00
			MACA CONF & DUES-H. OLIVER	25.00
		STAPLES BUSINESS ADVANTAGE	STORAGE BOXES	12.47
			SHARPIE & PENS	20.07
			BUSINESS CARD HOLDER	3.56
			TOTAL:	636.10
Building Maintenance	General Fund	EZARDS	SUPPLY LINE FOR WOMEN'S RE	4.79
			OUTLET PLATE SEALER	5.98
			TABLE LEG CAP & COAT HOOKS	6.58
		NORTHERN SAFETY CO INC	PARKING BLOCKS	208.07
		CONSOLIDATED ELECTRICAL DISTR, INC	BULBS & TAPE	35.35
			BULBS	140.70
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT COCOAV & STIR	173.54
			EVERPURE CARTRIDGE	69.00
		SURECUT LAWN CARE LLC	LEAF AND DEAD PLANT REMOVA	850.00
		AB PEST CONTROL INC	CH PEST CONTROL	75.00
		STAPLES BUSINESS ADVANTAGE	TISSUE, PAPER TOWELS, CUPS	104.25
			FELT CIRCLES	8.82
			TOWELS, TRASH BAGS & RENUZ	219.93
			TISSUE	143.85
		CROWN LINEN SERVICE INC	CH FLOOR MATS	29.79
			TOTAL:	2,075.65
Parks	General Fund	ADVANCED TURF SOLUTIONS INC	FIELD SPRAYER ZS-5260	11,788.50
		WALMART COMMUNITY/GEGRB	FUSES	0.98
		RP LUMBER INC	SUPPLIES FOR BATHROOM REMO	46.76
		SHERWIN-WILLIAMS	PAINT FOR BATHROOM REMODEL	255.99
		MISSOURI PARK & RECREATION ASSOC	2018 MPRA CONF-M. VANDEVVOO	485.00
			2018 MPRA CONF-R. WHITE	340.00
			2018 MPRA CONF-D. CRIDER	340.00
		CHASE CO INC	FLOOR BUFFER FOR PARK BATH	115.00
		MIDWAY RENTAL & SALES	FLOOR GRINDER	193.00
		AMAZON CAPITAL SERVICES INC	PHONE CASE FOR PARKS DEPT	18.12
			TOTAL:	13,583.35
Human Resources	General Fund	AMAZON CAPITAL SERVICES INC	APPRECIATION DINNER GIFTS	20.88
			APPRECIATION DINNER GIFTS	104.94
			APPRECIATION DINNER DECORA	50.00
			APPRECIATION DINNER DECORA	37.48
			CONFIDENTIAL SELF INK STAM	14.63

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	227.93
Overhead	General Fund	WILLIAMS KEEPERS LLC	2017 AUDIT BILLING #1	2,958.00
		STAPLES BUSINESS ADVANTAGE	COPY PAPER	105.64
			TOTAL:	3,063.64
Police	General Fund	McCLAIN RADAR SERVICE LLC	RADAR CERT & LIDAR CERT	840.00
		WALMART COMMUNITY/GEGRB	SHOP WITH A COP	2,272.86
			DOG FOOD	22.98
		MO POLICE CHIEFS ASSC	2018 MEMBERSHIP - T. TAYLO	25.00
		MID-STATES ORGANIZED CRIME INFO CENTER	2018 MEMBERSHIP FEES	150.00
		LEON UNIFORM CO INC	UNIFORMS - T. MORLEY	66.95
			UNIFORMS - M. O'DAY	187.50
			UNIFORMS - C. HELMERICH	699.50
			UNIFORMS - C. HELMERICH	142.00
		LAKE CLEANERS INC DBA DAMSEL DRY CLEAN	PATCHES - J. LIGHT	12.00
		IMAGE QUEST	OVERAGE CHARGES 12/14-1/13	3.65
		HEDRICK MOTIV WERKS LLC	OIL CHANGE & INSP - PD 33	65.00
			OIL CHANGE UNIT 18	65.00
			TOTAL:	4,552.44
911 Center	General Fund	APCO INTERNATIONAL	2018 APCO MEMBERSHIP DUES	331.00
			TOTAL:	331.00
Planning	General Fund	STAPLES BUSINESS ADVANTAGE	CALENDAR	19.43
			TOTAL:	19.43
Transportation	Transportation	EZARDS	FLASHLIGHT BATTERY FOR TRK	4.99
			SIDEWALK ICE MELT	5.00
			BROOM & DUST PAN	10.00
		PURCELL TIRE & RUBBER CO	ALIGNMENT & WHEEL STUD-TRK	178.64
		FASTENCO INC	CLAMPS, ADAPTER, HOSE REPA	32.05
			HYDROLIC HOSE	81.25
		ARAMARK UNIFORM & CAREER APPAREL GROUP	TRANS DEPT UNIFORMS	39.21
			TRANS DEPT FLOOR MATS	8.05
		MIDWEST ECONO SALES	OIL HEATER MAINTENANCE	221.31
			J-PUMP ASSEMBLY	270.00
		NORTHERN SAFETY CO INC	RAIN COAT	21.87
		O'REILLY AUTOMOTIVE STORES INC	FLOOR DRY	9.99
			OIL CHANGE BACKHOE & TRK 6	53.57
			OIL CHANGE BACKHOE & TRK 6	72.63
			ADAPTER FOR TRUCK 53	17.99
			CONNECTOR FOR TRUCK 61	4.99
			ADAPTOR & CONNECTOR-TRUCK	19.98
			TRACTOR LIGHT FOR TRK 61	23.98
			OIL CHANGE TRUCK 57, HYD O	61.83
			OIL CHANGE TRUCK 57, HYD O	46.99
			OIL CHANGE TRUCK 63 & 66	353.14
			OIL CHANGE-TRUCK 55, GLASS	55.79
			FUNNEL & FILTER WRENCH	26.45
			TRACTOR LT	23.98
		CONSOLIDATED ELECTRICAL DISTR, INC	PART FOR LEAF VAC	58.92
		PRAIRIEFIRE COFFEE & ROASTERS	PW COOLER RENTAL	35.00
			COFFEE & HOT COCOA	20.95
		CROWN POWER & EQUIPMENT	PARTS FOR BUSH HOG	291.59
		DAM STEEL SUPPLY	PART FOR TAIL GATE RACK	115.27

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PARTS FOR SALT SPREADER #6	278.10
		AMERICAN PUBLIC WORKS ASSOC	GROUP MEMBRSH-4/2018-3/20	275.00
		PRECISION AUTO & TIRE SERVICE LLC	TRAILER TIRE	67.50
			FRONT TIRES FOR TRUCK 63	721.00
		OLD DOMINION BRUSH INC	LIMIT SWITCH	60.02
			HAND VALVE	392.44
		MAGRUDER LIMESTONE CO INC	GRAVEL FOR ROBINS CIR	515.79
		BLUE SPRINGS WINWATER COMPANY	PARTS FOR MACE RD WATER LI	12,415.79
		MCLARTY JCFO LLC DBA	FRONT END WORK ON TRUCK 53	129.95
		STAPLES BUSINESS ADVANTAGE	TRASH BAGS & SPOONS	35.81
			PAPER & LAMINATING POUCHES	5.12
		REINHOLD ELECTRIC INC	FINAL-PASSOVER RD ST LT RE	4,320.00
		HARRY COOPER SUPPLY CO	PARTS FOR MACE RD	365.56
			6" STARPIPE	121.88
			6" RETAINER GLAND	679.20
			PVC BLUE BRUTE	2,035.00
		DELTA GASES, INC	PART FOR TRUCK #59	24.60
		BARTLETT & WEST INC	OB-MACE RD 11/25-12/29/17	10,532.60
		DUSTIN MAASEN DBA CONCRETE SOLUTION LL	DUDE RANCH SIDEWALKS CHNG	4,719.60
			TOTAL:	39,860.37
Water	Water Fund	EZARDS	SIDEWALK ICE MELT	5.00
			BROOM & DUST PAN	9.99
		MEEKS BUILDING CENTER	RECIP SAW BLADES FOR TRUCK	61.05
		GRAINGER INC	REPAIR PIECE FOR TRANSFER	47.60
		ARAMARK UNIFORM & CAREER APPAREL GROUP	THREE SEASON JACKET	75.99
			WATER DEPT UNIFORMS	24.64
			WATER DEPT FLOOR MATS	8.05
		MIDWEST ECONO SALES	OIL HEATER MAINTENANCE	221.31
			J-PUMP ASSEMBLY	270.00
		GOEHRI, GEORGE	FEB INS PREMIUM	49.70
		HACH CO	DPD FREE CHLORINE	213.89
		SCHULTE SUPPLY INC	2" WATER METERS	1,300.80
			FREEZE PLATES	354.00
		O'REILLY AUTOMOTIVE STORES INC	FLOOR DRY	9.99
			PROPANE TORCH	34.99
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE & HOT COCOA	20.95
		AMERICAN PUBLIC WORKS ASSOC	GROUP MEMBRSH-4/2018-3/20	275.00
		CORE & MAIN LP	ROYTRONIC TUBE	156.00
			INJECTION ASSEMBLY	735.56
			MARKING POSTS & DECALS	258.00
			AUTOPRIME HEAD FOR PUMP	153.00
			SOCKET SET	131.48
			SADDLES FOR PUMP HOUSES	246.76
			REGULATORS	732.00
			REGULATORS	976.00
		STAPLES BUSINESS ADVANTAGE	TRASH BAGS & SPOONS	35.81
			PAPER & LAMINATING POUCHES	5.11
		PAUL A TROEMNER DBA	WATER TOWER ROOF EVALUATIO	4,800.00
			TOTAL:	11,212.67
Sewer	Sewer Fund	CAPITAL MATERIALS LLC	GRAVEL FOR RV PARK	403.20
		EZARDS	PARTS FOR JETTER	16.16
			BUSHING FOR RV PARK	2.29
			WIRE WHEEL FOR ANGLE GRIND	16.99
			SIDEWALK ICE MELT	4.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			BROOM & DUST PAN	9.99
		FASTENAL CO	SAFETY GLASSES	9.57
			BOLT FOR JETTER	0.84
		ARAMARK UNIFORM & CAREER APPAREL GROUP	SEWER DEPT UNIFORMS	55.44
			SEWER DEPT FLOOR MATS	8.05
		MIDWEST ECONO SALES	OIL HEATER MAINTENANCE	221.32
			J-PUMP ASSEMBLY	270.00
		EWT HOLDINGS III CORP	ODOR CONTROL 12/1-12/31/17	450.00
			ODOR CONTROL 12/1-12/31/17	1,025.00
		TALLMAN COMPANY	GLUE & PRIMER	157.50
		O'REILLY AUTOMOTIVE STORES INC	BATTERY TERMINAL TRUCK 75	4.11
			FLOOR DRY	9.98
			BATTERY FOR KK-37 GENERATO	149.40
			SUPPLIES TO CLEAN TRUCKS	32.62
			PUMP REBUILDING SUPPLIES	37.66
		CONSOLIDATED ELECTRICAL DISTR, INC	RV PARK PARTS	728.84
			RV PARK PARTS	138.20
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE & HOT COCOA	20.95
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	DEC MONTHLY FLOWS	40,739.52
		AMERICAN PUBLIC WORKS ASSOC	GROUP MEMBRSHIP-4/2018-3/20	275.00
		CORE & MAIN LP	MARKING POSTS & DECALS	258.00
			PARTS FOR RV PARK	877.85
		STAPLES BUSINESS ADVANTAGE	TRASH BAGS & SPOONS	35.81
			PAPER & LAMINATING POUCHES	5.11
		GRID SOLUTIONS LLC DBA GE MDS LLC	REPAIR SD9 RADIO	249.30
			TOTAL:	46,213.69
Ambulance	Ambulance Fund	STRYKER SALES CORP	7 YR MAINT AGREEMNT - M8 C	355.79
		ARROW INTERNATIONAL INC	25MM NEEDLE	300.00
		BIG O TIRES AND SERVICE CENTERS	TIRE & TIRE STUDS FOR MEDI	303.36
		BOUND TREE MEDICAL LLC	SHEARS	14.40
			TOTAL:	973.55
Lee C. Fine Airport	Lee C. Fine Airpor	WALMART COMMUNITY/GECRB	LIMEAWAY,COFFEE,BULB,ICE	120.97
			COFFEE FILTERS, COFFEE MAK	21.65
		NAEGLER OIL CO	LCF JET FUEL	14,155.58
		S & W PROPANE INC	PROPANE	960.16
			TOTAL:	15,258.36
Grand Glaize Airport	Grand Glaize Airpo	EZARDS	ELECTRICAL & PLUMBING SUPP	28.76
			BREAKER, CONDUIT & FASTENE	14.69
			TOTAL:	43.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====		
10	General Fund	25,368.66
20	Transportation	39,860.37
30	Water Fund	11,212.67
35	Sewer Fund	46,213.69
40	Ambulance Fund	973.55
45	Lee C. Fine Airport Fund	15,258.36
47	Grand Glaize Airport Fund	43.45

	GRAND TOTAL:	138,930.75

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 02/01/18Originator: **(Name/Title)** Nicholas Edelman, Public Works DirectorDate Submitted: 01/24/18**Agenda Item Title:**

Bill 18-02 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute contract OB17-018 with Vance Brother, Inc. for the Osage Beach Parkway West Micro-Surfacing.

Presented by: **(Name/Title)** Nicholas Edelman, Public Works Director**Requested Action:**☐

Motion to Approve

☐

First Reading of Bill # _____

☒Second Reading of Bill # 18.02☐

Resolution # _____

☐

Proclamation

☐

Public Hearing

☐

Other (Describe) _____

Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)

City Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales. Board approval required for purchases over \$15,000.

Deadline for Action: YES ☐ NO ☒

If yes, explain:

Fiscal Impact:Not Applicable ☐Budgeted Item: YES ☒ NO ☐

If no, provide funding source: _____

Budget Line Item/Title: 20-00-764206 SealFY 18 Budgeted Amount: \$ 781,041.00Expenditures to Date 01/01/18: (\$ 0.00)Available: \$ 781,041.00Requested Amount: \$ 445,157.40Attachments: YES ☐ NO ☐

If yes, list attachments:

Bill 18-02 as amended 1-4-18 and Bill 18-02 as requested to be amended 2-1-18, Contract, Bid Tab, Email Communication

Department Comments and Recommendation:

This project is to Microsurface Osage Beach Parkway West of the Grand Glaize Bridge. This project was something City Staff worked with MoDOT personnel to have all of the pavement seal coated and painted at the same time. We opened bids on December 19, 2017. We had 1 bidder. Vance Brothers is the low bidder with a bid amount of \$445,157.40.

This project was originally bid in August of 2017, and it was on the agenda for request for approval at the September 7th Board of Aldermen Meeting. We only had one bid at that time and it was Vance Brothers. Their bid was \$448,242.17. MoDOT personnel stated that the Central District was seeing prices that have ranged between \$2.50 and \$3.00 per square yard at that time. The item did not pass at that time for lack of second by the Board.

Public Works Staff attempted to get additional bidders on this project. We had at least three plan holders on this project; Byrne and Jones out of St. Louis and Pavement Management who bid on the City's 2018 Slurry Seal Project. We contacted both of them to see why they didn't bid on the project. Bryne and Jones is looking to expand into other areas and wasn't willing to commit to a project in this area at this time. Pavement Management said at this time they didn't have night time equipment for this project. We also contacted Missouri Petroleum. They haven't bid in this area but did say if we bid out the east side of Osage Beach Parkway this year they are interested.

The Public Works Department believes this price to be good based upon the prices that MoDOT is seeing in the Central District.

As shown in the contract agreement, this work must be completed by May 28, 2018.

The expense account used for the sealing project is for sealing multiple projects. The budgeted amount was \$309,437 for the Micro Surfacing. The expense account used for this project for pavement markings is also budgeted for multiple projects at a total of \$157,177.

The City's portion of the Sealing is \$298,013.40 and the City's portion of the Pavement Markings for this project is \$56,816.75 = \$354,830.15. MoDOT's portion of the Sealing and Pavement Marking is \$90,327.25. The total contract amount requested of \$445,157.40 includes MoDOT's portion of costs.

This project was bid to micro surface the entire parkway. We did this for a number of reasons. 1) We wanted make sure that the entire parkway was taken care of. 2) We used a cooperative purchasing agreement form that MoDOT supplied us. In order for MoDOT to use this cooperative purchasing agreement, the City has to have bid prices for their work. MoDOT wanted crack seal material on their portion of work but we did not need this.

There are three options we can pursue on this project: 1) Award the entire contract, staff will do a deductive change order after it is awarded and MoDOT has entered into a separate agreement with Vance Brothers. 2) If MoDOT doesn't enter into a contract with Vance Brothers, the Osage Beach Special Road District has agreed to pay for the additional part (see attached minutes), 3) If MoDOT or the Osage Beach Special Road District doesn't pay, the City can pay for the entire amount, so we will not have the checker board affect.

We have done work with Vance Brothers in the past with good results.
The Public Works Department recommends approval of this bill.

City Administrator Comments and Recommendation:

After the first reading was amended on January 4, 2018 by the Board of Aldermen, and after further discussion internally, it was decided that awarding the contract in the amount as originally requested would be best and amended Bill 18.02 represents the three situations for payment to be made.

I concur with the Public Works Director's recommendation and the amended request as presented in Bill 18.02 as amended 2-1-18.

BILL NO. 18-02

AS AMENDED 1-4-18
ORDINANCE NO. 18.02

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT OB17-018 WITH VANCE BROTHERS, INC. FOR THE OSAGE BEACH PARKWAY WEST MICRO-SURFACING.

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 Vance Brothers, Inc. substantially the same under the terms set forth in the form attached hereto as ("Exhibit A").

Total expenditures or liability authorized under this contract shall not exceed ~~Four Hundred Four Five Thousand One Hundred Fifty Seven Dollars and Forty Cents (\$445,157.40).~~ **Three Hundred Seventy-Eight Thousand Forty-Nine Dollars and Forty Cents (\$378,049.40).**

Section 2. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

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

READ FIRST TIME: January 4, 2018 READ SECOND TIME:

I hereby certify that Ordinance No. 18.02 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

Cynthia Lambert, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.02.

Date

John Olivarri, Mayor

ATTEST:

Cynthia Lambert, City Clerk

SECOND AMENDED 2-1-18

BILL NO. 18-02

ORDINANCE NO. 18.02

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT OB17-018 WITH VANCE BROTHERS, INC. FOR THE OSAGE BEACH PARKWAY WEST MICRO-SURFACING.

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 Vance Brothers, Inc. substantially the same under the terms set forth in the form attached hereto as ("Exhibit A").

Total expenditures or liability authorized under this contract shall not exceed ~~Three Hundred Seventy Eight Thousand Forty Nine Dollars and Forty Cents (\$378,049.40)~~ **Four Hundred Forty-Five Thousand One Hundred Fifty-Seven Dollars and Forty Cents (\$445,157.40).**

Section 2. The City Administrator is hereby authorized to make payments under this contract in the following amounts and situations;

- a. If the Missouri Department of Transportation participates in this project and pays for its share of the roadway, the City administrator may make a payment to Vance brothers in the amount of *Three Hundred Seventy-Eight Thousand Forty-Nine Dollars and Forty Cents (\$378,049.40), or;*
- b. If the Osage Beach Special Road District participates in this project and pays for the portion of the roadway that is the responsibility of the Missouri Department of Transportation, the City administrator may make a payment to Vance brothers in the amount of *Three Hundred Seventy-Eight Thousand Forty-Nine Dollars and Forty Cents (\$378,049.40), or;*
- c. If both the Missouri Department of Transportation and the Osage Beach Special Road District refuse to participate in this project and pay for the portion of the roadway that is the responsibility of the Missouri Department of Transportation, the City administrator may make a payment to Vance brothers in the amount of *Four Hundred Forty-Five Thousand One Hundred Fifty-Seven Dollars and Forty Cents (\$445,157.40).*

Section 2 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 3 4. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME: January 4, 2018 READ SECOND TIME:

I hereby certify that Ordinance No. 18.02 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

Cynthia Lambert, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.02.

Date

John Olivarri, Mayor

ATTEST:

Cynthia Lambert, City Clerk

OSAGE BEACH PKWY WEST MICRO-SURFACING

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **Vance Brothers, Inc.** a Missouri Corporation of Kansas City 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.

It is further stipulated that not less than the prevailing rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or determined by the courts of appeal shall be paid to all workmen performing work under this Contract.

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:

OSAGE BEACH PKWY WEST MICRO-SURFACING

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **Four hundred forty-five thousand, one hundred fifty-seven dollars and forty cents (\$445,157.40)** 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.

OSAGE BEACH PKWY WEST MICRO-SURFACING

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 by May 28, 2018.

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 _____
_____ and that the seal affixed to said instrument is the corporate seal of
said corporation by authority of its board of directors, and said _____ acknowledged said
instrument to be the free act and deed of said corporation.

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

BID TABULATION
City of Osage Beach
Osage Beach Pkwy West Micro-Surfacing
Osage Beach Project # OB17-018

12/19/2017

Bids			Engineer Estimate		Vance Brothers Kansas City, MO	
Item No.	Description	Est. Quantity Unit	Unit Price	Extension Figure	Unit Price	Extension Figure
1	Mobilization	1 LS	\$16,900.00	\$ 16,900.00	\$17,000.00	\$ 17,000.00
2	Micro-Surfacing Type II 20lb Micro Crack Sealing performed No	106,159 SY	\$2.63	\$ 279,198.17	\$2.60	\$ 276,013.40
3	Micro-Surfacing Type II 20lb Micro with Crack Sealing Installed	17,660 SY	\$3.85	\$ 67,991.00	\$3.80	\$ 67,108.00
4	6-Inch White Marking Paint	25,131 LF	\$0.60	\$ 15,078.60	\$0.50	\$ 12,565.50
5	6-Inch Yellow Marking paint	51,068 LF	\$0.60	\$ 30,640.80	\$0.50	\$ 25,534.00
6	24-Inch Yellow Marking Paint (Hash Bars)	208 LF	\$10.00	\$ 2,080.00	\$9.75	\$ 2,028.00
7	24-Inch White Marking Paint (Hash Bars)	418 LF	\$10.00	\$ 4,180.00	\$9.75	\$ 4,075.50
8	6-Inch White marking Paint Crosswalk	660 LF	\$4.00	\$ 2,640.00	\$3.25	\$ 2,145.00
9	Directional Arrows (Left, Right, Straight)	98 EA	\$260.00	\$ 25,480.00	\$260.00	\$ 25,480.00
10	Word "ONLY"	11 EA	\$378.00	\$ 4,158.00	\$378.00	\$ 4,158.00
11	24-Inch White Marking Paint Stop Bars	270 LF	\$15.00	\$ 4,050.00	\$15.00	\$ 4,050.00
12	Force Account	1 LS	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00
Total Bid			\$ 457,396.57		\$ 445,157.40	

From: [Paul T. Denkler](#)
To: [Nicholas Edelman](#)
Cc: [Joe Moore](#); [Derek A. Vanloo](#)
Subject: RE: OB17-018 Osage Beach Pkwy West Micro Surfacing and Striping
Date: Wednesday, August 30, 2017 11:29:35 AM

Nicholas,

I checked with our Central Office Bidding and Contract Services department on the average pricing for a Type II microsurfacing. For our Central District the prices that we have seen have ranged between \$2.50 and \$3.00 per square yard. Our statewide average is between \$3 -\$4 a square yard. So the price you received from Vance is in line with prices that we have received.

In regard to price guarantee, Vance did indicate in their bid that their prices would be valid through April 1, 2018.

In regard to us completing our sections, Derek Vanloo in our General Services department is drafting an agreement letter that we will send to Vance Brothers after you award the project. This letter will identify which sections of the roadway are owned by MoDOT and what quantity of material we will be purchasing. This would fall under the terms of the Notice of Cooperative Purchasing. We will ask them to invoice us directly for the areas identified and they should be able to treat all sections of the roadway at the same time.

Paul T. Denkler, P.E.

Assistant District Maintenance Engineer – Central District

Missouri Department of Transportation

Office: 573-751-7688

Mobile: 573-680-9788

From: Nicholas Edelman [<mailto:nledelman@osagebeach.org>]
Sent: Monday, August 28, 2017 3:47 PM
To: Paul T. Denkler; Stacy Bruns; Troy Hughes
Cc: Ryan Libbert; Joe Moore; Jason Shafer
Subject: RE: OB17-018 Osage Beach Pkwy West Micro Surfacing and Striping

Paul,

We have an issue with our engineers estimate. The turn arrow should have been higher than that, and we will revise the number. The most recent project we had the turn arrows were \$103.40. That is more in line with what we have been seeing. The words only was also higher than we put. So, we will be modifying those.

Thanks for asking.

Nicholas L. Edelman, PE

Public Works Director

City of Osage Beach

5757 Chapel Drive

Osage Beach, MO 65065

(573) 302-2020

From: Paul T. Denkler [<mailto:Paul.Denkler@modot.mo.gov>]
Sent: Monday, August 28, 2017 12:40 PM
To: Stacy Bruns <sbruns@osagebeach.org>; Troy Hughes <Troy.Hughes@modot.mo.gov>
Cc: Ryan Libbert <Ryan.Libbert@modot.mo.gov>; Joe Moore <Joseph.Moore@modot.mo.gov>; Jason Shafer <Jason.Shafer@modot.mo.gov>; Nicholas Edelman <nledelman@osagebeach.org>

Subject: RE: OB17-018 Osage Beach Pkwy West Micro Surfacing and Striping

Any thoughts on why the directional arrows, word “only” and stop bars were so much higher than the engineers estimate?

The directional arrows bid item was nearly 5 times the engineer estimate. The bid items for the word “only” and stop bar were each roughly 2.5 times the engineers estimate.

Paul T. Denkler, P.E.

Assistant District Maintenance Engineer – Central District

Missouri Department of Transportation

Office: 573-751-7688

Mobile: 573-680-9788

From: Stacy Bruns [<mailto:sbruns@osagebeach.org>]

Sent: Monday, August 28, 2017 12:02 PM

To: Troy Hughes

Cc: Ryan Libbert; Joe Moore; Paul T. Denkler; Jason Shafer; Nicholas Edelman

Subject: RE: OB17-018 Osage Beach Pkwy West Micro Surfacing and Striping

For your information, attached is the bid tab for the project known as OB17-018 Osage Beach Pkwy West Micro Surfacing, the City had three plan holders but only received one bid.

Stacy Bruns

Project Manager

City of Osage Beach

1000 City Parkway

Osage Beach, MO 65065

(573) 302-2000 Ext. 603

Communication made through e-mail and messaging systems shall in no way be deemed to constitute legal notice to the City of Osage Beach or any of its agencies, officers, employees, agents or representatives with respect to any existing or potential claim or cause of action against the City or any of its agencies, officers, employees, agents or representatives, where notice to the City is required by any federal, state or local laws, rules or regulations.

Communication made through e-mail and messaging systems shall in no way be deemed to constitute legal notice to the City of Osage Beach or any of its agencies, officers, employees, agents or representatives with respect to any existing or potential claim or cause of action against the City or any of its agencies, officers, employees, agents or representatives, where notice to the City is required by any federal, state or local laws, rules or regulations.

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 02/01/18Originator: **(Name/Title)** Nicholas Edelman, Public Works DirectorDate Submitted: 01/23/18**Agenda Item Title:**

Bill 18-05 - 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 Memorial Airport.

Presented by: **(Name/Title)** Nicholas Edelman, Public Works Director**Requested Action:**☐

Motion to Approve

☒First Reading of Bill # 18.05☒Second Reading of Bill # 18.05☐

Resolution # _____

☐

Proclamation

☐

Public Hearing

☐

Other (Describe) _____

Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)

City Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales. Board approval required for purchases over \$15,000.

Deadline for Action: YES ☒ NO ☐

If yes, explain:

We have to send a completed grant application with bid results to MoDOT late spring/early summer.

Fiscal Impact:Not Applicable ☐Budgeted Item: YES ☒ NO ☐

If no, provide funding source: _____

Budget Line Item/Title: 45-00-773216 Taxiway ProjectFY 18 Budgeted Amount: \$ 140,000.00Expenditures to Date 01/01/18: (\$)Available: \$ 140,000.00Requested Amount: \$ 171,067.95Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 18-05, Contract, Aerial Map

Department Comments and Recommendation:

We have recently completed the construction of Phase 1 of the reconstruction of the taxiway at Lee C. Fine Memorial Airport. This contract is for the engineering services for Phase 2. Phase 2 is for the work shown on the attached aerial map. We have selected CMT as our airport consultant.

This contract is for design services only. The total cost of this agreement is \$171,067.95. The FAA and MoDOT require the City to have an independent cost analysis done when the engineering fees exceed \$100,000. An independent cost analysis is done by a different engineering firm to see if the fees are within reason.

MoDOT will be paying 90% of this design contract. The City will be responsible for the other 10% (\$17,106.80). MoDOT will be sending a grant agreement in the future to be executed. This agreement will cover the design services and the independent cost analysis.

We budgeted \$140,000 for this work, prior to knowing the exact cost of Phase 2 design. We will be trying to get this work in time to send it to MoDOT and then to the FAA for grant approval for this year.

The Public Works and Airport Department recommend approval of this bill.

City Administrator Comments and Recommendation:

This is the design phase of Phase 2 of the taxiway project at the Lee C Fine Airport. Phase 1 taxiway reconstruction was designed in 2016 and constructed in 2017.

This is a budgeted project in 2018; however, \$140,000 was budget prior to knowing the exact amount of this phase of design. A budget amendment will be brought before the Board when the phase is complete. LCF Fund has sufficient unrestricted funds to cover the additional City's 10% portion of the project.

A first and second reading is being requested simultaneously due to the grant project's timetable.

I concur with the Public Works Director's recommendation.

BILL NO. 18-05

ORDINANCE NO. 18.05

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 MEMORIAL AIRPORT.

WHEREAS, the City of Osage Beach seeks to engage a company to perform professional services to accomplish the Taxiway Phase 2 - Aviation Project at the Lee C. Fine Memorial Airport; and

WHEREAS, the City has determined Crawford, Murphy & Tilly, Inc. is able to provide such services as described in Exhibit 1 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 1.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed one hundred seventy-one thousand sixty-seven dollars and ninety-five cents (\$171,067.95).

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 18.05 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:

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

Date_____
Cynthia Lambert, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.05.

Date

John Olivarri, Mayor

ATTEST:

Cynthia Lambert, City Clerk

Airport: Lee C. Fine Memorial
MoDOT Project No.: 17-046B-1

Airport Name: Lee C. Fine Memorial
Project No.: 17-046B-1
County: Miller

AVIATION PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 04/01/2016)

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 4% of the total Agreement dollar value.

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

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

(C) Consultant's Certification Regarding DBE Participation: The

Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

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 4% 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:

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(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB- CONTRACT	(D) PERCENT APPLICABLE TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)
TSi Geotechnical 1340 North Price Road St. Louis, MO 63132	Geotechnical (Drilling)	\$5,714.00	100%	\$5,714.00	3.33%
CrossRhodes Reprographics 1712 Macklind Ave. St. Louis, MO 63110	Printing	\$1,150.00	100%	\$1,150.00	0.67%
TOTAL DBE PARTICIPATION				\$6,864.00	4.0%

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.

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FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
AllState Consultants	3312 Lemone Industrial Boulevard Columbia, MO 64658	Geotechnical	\$11,648.00 (including TSi subcontract)

(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

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performed hereunder, and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in Section (9), entitled "Fees and Payments".

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

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

(9) FEES AND PAYMENTS:

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

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of **\$171,067.95**, 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 manhour/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.

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;

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

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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 2016 (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 assigns, 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 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 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 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 Restrictions 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, if awarded a contract resulting from this solicitation, 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

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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)(E)1. above.

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 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

(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 State of Missouri. The parties agree that this Agreement is entered into at Osage Beach, Missouri and substantial elements of its performance will take place or be delivered at Kaiser or Brumley, Missouri, by reason of which the Consultant consents to venue of any action against it in the State of 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

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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	Mr. Nicholas Edelman, P.E., Public Works Director		
SPONSOR'S NAME	City of Osage Beach, Missouri		
SPONSOR'S ADDRESS	5757 Chapel Drive Osage Beach, MO 65065		
PHONE	573-302-2020	FAX	573-302-2043
E-MAIL ADDRESS	nledelman@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. Brian H. Hutsell, P.E., Project Manager
CONSULTANT'S NAME	Crawford, Murphy & Tilly, Inc.
CONSULTANT'S ADDRESS	One Memorial Drive, Gateway Tower, Suite 500 St. Louis, MO 63102

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PHONE	314-436-5500	FAX	314-436-0723
E-MAIL ADDRESS	bhutsell@cmtengr.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

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

(25) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement are a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to Consultant's lawyers, accountants, insurers, and such employees, Subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information; (2) is received from a third party without any confidentiality obligations; or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(26) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(27) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(28) PAYMENT BOND: In the event that any subconsultants are used to

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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

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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the **Consultant** the _____ day of _____, 20____.

Executed by the **Sponsor** the _____ day of _____, 20____.

Consultant:
 Crawford, Murphy & Tilly, Inc.

Sponsor:
 City of Osage Beach, Missouri

By: _____
 Signature

By: _____
 Signature

Title: President

Title: Mayor

ATTEST:

ATTEST:

By: _____
 Signature

By: _____
 Signature

Title: St. Louis Office Manager

Title: City Clerk

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EXHIBIT I

PROJECT DESCRIPTION

1. Demolish and reconstruct Taxiway Alpha between Taxiway Bravo and Taxiway Charlie.
2. Demolish and reconstruct Taxiway Alpha between Taxiway Bravo and Taxiway Alpha 1.
3. Demolish and reconstruct Taxiway Alpha 1 in a new location, coincidental with the end of Runway 22.
- 4, Associated electrical, grading/drainage, pavement marking, signage for items 1 to 3 above.

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:

The Consultant will perform a topographical survey and limited geotechnical investigation (also utilizing a previous geotechnical investigation) required for project design and produce engineer's design report, construction plans, construction documents/technical specifications, tabulation of construction quantities and engineer's opinion of probable construction costs. The Consultant will assist the Sponsor with the preparation of any addenda during the bidding process and will conduct the prebid meeting. All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders and MoDOT requirements and changes/revisions current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA. The improvements that are being designed on the project shall be consistent with a current and approved Airport Layout Plan.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

BASIC SERVICES

1. Preliminary

- a. Perform site inspections and attend scoping meeting with Sponsor for project formulation.
- b. Develop preliminary engineer's opinion of probable construction cost and project budget.

2. Design Phase

- a. Prepare preliminary design report (bound) bearing the engineer's seal. As a minimum, the design report will include:
 - Description of work (including AIP participation limits).
 - Listing of applicable design standards and Advisory Standards.
 - Design Considerations for airport Operational Safety.
 - Summary of the design computations.
 - Justification for selection of design materials.

- Life Cycle analysis (if applicable) and recommendations.
- Identification of modifications to FAA and MoDOT standards along with the reason(s) and justifications for the modifications.
- Summary of preliminary project budget including an engineer's opinion of probable construction cost.

Other items for possible inclusion are as follows but not limited to:

- Predesign meeting minutes.
- Site Conditions including photographs. Pavement design calculations and proposed typical sections.
- Geotechnical investigation and laboratory test results.
- Analysis of alternatives (life cycle) and recommendations.
- Drainage analysis/calculations.
- Pavement marking analysis.
- Hold sign design.
- Seeding/top soiling considerations.
- Lighting system design/calculations
- Analysis of Part 77 obstruction criteria as applied to this site.
- Utility Evaluation.
- A list of any proposed modifications to design/construction standards and other FAA and MoDOT standards along with the reason(s) and justifications for the modifications.
- An engineer's opinion of probable construction cost.
- Miscellaneous work items.
- Summary of recommendations.

- b. Prepare construction plans and contract documents/technical specifications in accordance with current MoDOT and FAA standards, and other criteria.

1) Prepare construction plans:

The construction plans will be incorporated into the Contract Documents/Technical Specifications and delineate the improvements in the project. The construction plans will generally include the following:

- Title sheet with project name/description, location map, index of sheets and runway data table.
- General airport layout plan with safety/construction phasing plan.
- General notes and summary of quantities (separate MoDOT and FAA specification items).
- Sign plan/details for runway hold signs.
- Demolition and clearing/grubbing plan.

- Typical pavement sections.
- Taxiway plans and profiles.
- T-hangar taxiways plans and profiles.
- Access road/parking/median crossover plans and profiles.
- Pavement joint layout plan and joint details.
- General site grading plan/specific grading and surface drainage plans for the runway and taxiways.
- Temporary erosion control plan and details
- Subsurface drainage plans and profiles for runway, taxiways, and apron.
- Drainage details.
- Runway and taxiway lighting/reflector plans and details.
- Runway, taxiway and apron marking plans and details.
- Miscellaneous ancillary details.
- Cross sections.

- 2) Prepare Contract Documents/Technical Specifications.
- 3) Revise plan quantities and preliminary engineers' opinion of probable construction cost and project budget.
- 4) Submit Construction Plans, Contract Documents/Technical Specifications, engineer's opinion of probable construction costs and project budget to the Sponsor and MoDOT for review and comments. The Sponsor and MoDOT will each be provided with one (1) copy of each document.
- 5) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary review comments from the Sponsor and MoDOT.
- 6) Submit a final, sealed/signed copy, to the Sponsor, MoDOT and the FAA (one copy each) of the following documents:
 - Design Report
 - Construction Plans
 - Contract Documents/Technical Specifications
 Engineer's Opinion of Probable Construction Cost and Project Budget

3. Bidding Phase

- a. Assist the Sponsor with advertisement for bids and send "Notice to Bidders" to prospective contractors. (Sponsor shall place advertisements in appropriate media.)
- b. Print and distribute Construction Plans and Contract Documents/Technical

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Specifications to plan holding houses and prospective Bidders.

- c. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the bidding phase.
- d. Attend and conduct the pre-bid meeting and record minutes.
- e. Assist with the bid opening (do not attend), tabulate and analyze bid results, review contractor's qualifications, and make recommendation of contract award to Sponsor.

CONSTRUCTION SERVICES

These services can be added by Supplemental Agreement per Section (17) of this Agreement.

SPECIAL SERVICES

A. Field Survey-Design Survey

- 1. Establish runway, taxiways, T-Hangar taxilane and apron baselines and set control points.
- 2. Establish horizontal control at the airport in NAD 83 coordinates modified to project coordinates.
- 3. Establish vertical control at the airport based upon U.S.G.S. datum.
- 4. Establish two (2) airport benchmarks on the airport for construction.
- 5. Obtain topography and above ground features in proposed areas of construction.

B. Geotechnical

- 1. Utilize previous geotechnical investigation, re-analyzing pavement borings and soil samples as required for pavement design. The previous laboratory analysis included:
 - a. Soil classification.
 - b. Atterberg limits.
 - c. Combined sieve/hydrometer analysis.
 - d. Optimum moisture/density.
 - e. California Bearing Ratio (CBR)
 - f. Evaluation of need for lime/fly ash modification.

Airport: Lee C. Fine Memorial
MoDOT Project No.: 17-046B-1

2. Perform up to four (4) additional soil borings on the airport site (high area just north of the existing Taxiway A/A1 intersection) to determine the top of rock and water table elevations in the area of proposed taxiway grading and potential borrow site location.

3. Previous and additional test results, locations of tests, locations of borings, boring logs, any recommendations and other pertinent data will be included in the Engineer's Design Report.

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.

Airport: Lee C. Fine Memorial
MoDOT Project No.: 17-046B-1

EXHIBIT IIA CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED PROJECTS

Updated March 25, 2016

View the most current versions of these ACs and any associated changes at
http://www.faa.gov/airports/resources/advisory_circulars/.

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Progress
150/5100-13B	Development of State Standards for Non Primary Airports
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30C Change 1	Airport Winter Safety and Operations
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) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	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

Airport: Lee C. Fine Memorial
 MoDOT Project No.: 17-046B-1

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 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13 A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	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
150/5300-19	Airport Data and Information Program
105/5320-5D	Airport Drainage Design
150/5320-6E	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
150/5235-4B	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
150/5340-30H	Design and Installation Details for Airport Visual Aids

Airport: Lee C. Fine Memorial
 MoDOT Project No.: 17-046B-1

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 Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	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

Airport: Lee C. Fine Memorial

MoDOT Project No.: 17-046B-1

150/5360-13 Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5360-14	Access to Airports by Individuals with Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying 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
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases
150/5100-14E	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 – 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150-5370-6D	Construction Progress and Inspection Report – Airport Improvement Program (AIP)
150-5370-12B	Quality Control of Construction for Airport Grant Projects
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 regards to this project.
5. Pay all publishing costs for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.
6. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.
7. Disadvantaged business enterprise (DBE) goals for the project based upon proposed bid items, quantities and opinions of construction costs.
8. Guidance for assembling bid package to meet Sponsor's bid letting requirements.
9. Designate contact person (see Section (23)(A)).

Airport: Lee C. Fine Memorial
MoDOT Project No.: 17-046B-1

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

LEE C. FINE MEMORIAL AIRPORT

CITY OF OSAGE BEACH, MISSOURI

RECONSTRUCT TAXIWAY A FROM TAXIWAY C TO RUNWAY 22; RECONSTRUCT TAXIWAY A1

SUMMARY OF COSTS

January 23, 2018

Basic Services	Fee	Hours
Preliminary Phase	\$5,677.38	44
Design Phase	\$150,721.99	1,154
Bidding Phase	\$8,072.43	60
Special Services	\$6,596.14	67
Total	\$171,067.95	1,325

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

LEE C. FINE MEMORIAL AIRPORT
CITY OF OSAGE BEACH, MISSOURI
RECONSTRUCT TAXIWAY A FROM TAXIWAY C TO RUNWAY 22; RECONSTRUCT TAXIWAY A1
PRELIMINARY, DESIGN, BIDDING AND SPECIAL PHASE SERVICES
 January 23, 2018

1 **DIRECT SALARY COSTS:**

TITLE	HOURS	RATE/HOUR	COST (\$)
Principal	0	\$77.58	\$0.00
Senior Project Engineer	20	58.97	\$1,179.40
Project Manager	258	47.57	\$12,273.06
Senior Engineer	610	37.51	\$22,881.10
Engineer	234	29.10	\$6,809.40
Senior Planner	2	36.23	\$72.46
Planner	4	25.39	\$101.56
Registered Land Surveyor	4	40.79	\$163.16
Senior Technician	142	35.67	\$5,065.14
Technician	37	27.43	\$1,014.91
Clerk/Secretary	14	22.36	\$313.04
	<u>1,325</u>		

Total Direct Salary Costs = \$49,873.23

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 172.42 % = \$85,991.42

3 **SUBTOTAL:**

Items 1 and 2 = \$135,864.65

4 **PROFIT:**

15 % of Item 3 Subtotal = \$20,379.70

Subtotal = \$156,244.35

5 **OUT-OF-POCKET EXPENSES:**

a. Mileage	1080 Miles @	\$0.57 / Mile =	\$615.60
b. Meals	5 Days @	\$32.00 / Day =	\$160.00
c. Motel	2 Nights @	\$95.00 / Night =	\$190.00
d. Survey Vehicle (ILO Mileage)	3 Days @	\$120.00 / Day =	\$360.00
e. Printing/Shipping		=	\$700.00

Total Out-of-Pocket Expenses = \$2,025.60

6 **SUBCONTRACT COSTS:**

a. AllState Consultants - Geotechnical - Borrow/Cut Area	=	\$11,648.00
b. CrossRhodes Reprographics - Printing	=	\$1,150.00

= \$12,798.00

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$171,067.95 Lump Sum

Airport: Lee C. Fine Memorial
MoDOT Project No.: 17-046B-1

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

LEE C. FINE MEMORIAL AIRPORT
CITY OF OSAGE BEACH, MISSOURI

BASIC AND SPECIAL SERVICES
RECONSTRUCT TAXIWAY A FROM TAXIWAY C TO RUNWAY 22; RECONSTRUCT TAXIWAY A1
January 23, 2018

Classification: Gross Hourly Rate:	Principal \$243.04	Senior Project Engineer \$184.74	Project Manager \$149.03	Senior Engineer \$117.51	Engineer \$91.17	Senior Planner \$113.50	Planner \$79.54	Registered Land Surveyor \$127.79	Senior Technician \$111.75	Technician \$85.93	Clerk/ Secretary \$70.05	Other Costs
A. BASIC SERVICES												
1. Preliminary Phase:												
Perform preliminary site inspection and attend scoping meeting			10	10								
Formulate project scope of work			8	2								
Develop preliminary opinion of probable costs			4		10							
Total hours =	44	0	0	22	12	0	0	0	0	0	0	(1, 2, 3, 4, 5)
Total =	\$5,677.38	\$0.00	\$0.00	\$3,278.63	\$1,410.15	\$911.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$76.95
2. Design Phase:												
Project Management (status reports, project coordination, invoicing)		4	24	8							4	
Prepare request for proposal and subagreement for geotechnical			6									
Coordinate survey and geotechnical work			6									
Review geotechnical report			4	4								
Perform site visit			10	10								
Pavement design, including LCCA (update Project 1 design)			6	10								
Prepare preliminary design report & updated opinion of probable costs		4	12	30	20		4		16			
Prepare SWPPP and application for land disturbance permit			2	12		2			2			
Cover Sheet/Title Block/Location Map					2	2			2			
Index, Legends, Sum of Quantities Sheets					2				2			
CSPP			14	10								
7460/CAP Submittal				4	10							
Construction Phasing Plans		4	12	32					8			
Demolition plan				24					4			
Proposed improvements plan			4	16	8				4			
Typical/Transition sections			2	16					8			
Geometric Layout Sheets			2	32	16				10			
Plan and profile sheets			4	32	16				4			
Staking plans			6	24	16							
Joint layout plans and details			4	24	16				6			
Grading and drainage plans and details including underdrains			6	32	16							
Erosion control plans and details			4	24	10				4			
Pavement marking plan and details			4	24	10				6			
Taxiway lighting, signage plans			2	24	8				8			
Electrical details (signs, lights, ducts, etc.)			2	24	8				8			
Cross sections			6	60	20				12			
Quantity calculations, cost estimate, and construction time calculation			8	20	20							
Internal quality control and constructability review		6	10						6			
Prepare project technical specifications			20	36							2	
Prepare front end contract documents			8	10	4						4	
Address Sponsor/MoDOT comments and seal sheets			6	16	10				4			
Final design report			2	6	12				4			
Total hours =	1,154	0	20	200	578	224	2	4	116	0	10	(1, 2, 3, 4, 5)
Total =	\$150,721.99	\$0.00	\$3,694.86	\$29,805.74	\$67,922.20	\$20,421.04	\$227.00	\$318.17	\$12,962.77	\$0.00	\$700.50	\$14,669.70
3. Bidding Phase:												
Send plans to contractors and answer questions			10	4							4	
Conduct pre-bid meeting and send out minutes			14	6								
Addendum Issuance (if necessary)			4	6								
Assist with bid opening (do not attend)			2									
Review bids, prepare bid tab, and recommend award			6	4								
Total hours =	60	0	0	36	20	0	0	0	0	0	4	(1, 2, 3, 4, 5)
Total =	\$8,072.43	\$0.00	\$0.00	\$5,365.03	\$2,350.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$280.20	\$76.95
PART A SUBTOTAL = \$164,471.81												
B. SPECIAL SERVICES												
1. Topographical Surveys (Project 2 Footprint):												
Initial Planning, control research, contacts, One-Call								2	2			
Set Field Control									1	1		
Field Topo									16	21		
Data Processing								2	1	6		
Travel to/from site									6	9		
Total hours =	67	0	0	0	0	0	0	4	26	37	0	(1, 2, 3, 4, 5)
Total =	\$6,596.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$511.15	\$2,905.45	\$3,179.54	\$0.00	\$0.00
PART B SUBTOTAL = \$6,596.14												
GRAND TOTAL = \$171,067.95												

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

- (3) Computer Services
(4) Vendor Services

- (5) Printing and Shipping

Exhibit V-1

Exhibit V

EXHIBIT VI

PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

BASIC SERVICES

- | | | |
|----|---|---|
| A. | Preliminary Phase | As Required |
| B. | Design Phase | |
| 1. | Submittal of Preliminary Design Report | 60 calendar days after receipt of NTP |
| 2. | Plans & Specifications | |
| a. | Submittal of 100% Plans and Contract Documents/Specifications for review (allow 45 days for MoDOT review) | 60 calendar days after receipt of comments on the Design report |
| b. | Submittal of Final Design Report and Plans and Contract Documents/Specifications for bidding | 30 calendar days after receipt of review comments (MoDOT, FAA & Sponsor) |
| C. | Bidding Phase | As Required |

CONSTRUCTION SERVICES

- | | | |
|----|-----------------------|-------------|
| 1. | Construction Services | As Required |
|----|-----------------------|-------------|

SPECIAL SERVICES

- | | | |
|----|------------------------------|--|
| A. | Field Survey - Design Survey | 30 calendar days after receipt of NTP |
| B. | Geotechnical | 30 calendar days after receipt of NTP |

January 22, 2018

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

ATTN: Mr. Brian Hutsell, P. E.
Project Manager

RE: Proposal for Geotechnical Engineering Services
Lee C. Fine Memorial Airport
Reconstruct Parallel Taxiway A – Project 2 - Regrade Borrow Area
State Project No. TBD
CMT Project No. TBD

Dear Mr. Hutsell:

Allstate Consultants, LLC is pleased to submit our proposal to provide the geotechnical engineering services requested for the regrading of the north borrow area in connection with the reconstruction of Taxiway A in upcoming Project 2.

PROJECT DESCRIPTION

We understand the proposed improvements will consist of complete reconstruction of Taxiway A and connecting Taxiway B. Minimal grading is anticipated as the vertical alignment is currently established. However, some regrading will now be required in a borrow area toward the north end of the taxiway.

A subsurface exploration, laboratory testing program and geotechnical recommendations have been requested for development of plans for the proposed borrow area regrading.

SCOPE OF GEOTECHNICAL ENGINEERING SERVICES

General Scope of Services - We plan to perform four (4) borings in the borrow area to be regraded. Borings will be extended to a depth of 10 feet or auger refusal whichever is shallower. Two (2) of the borings will be extended into rock to a total depth of 10 feet beneath the existing ground surface.

Proposal For Geotechnical Engineering Services
Lee C. Fine Memorial Airport
Reconstruct Parallel Taxiway A – Project 2 – Regrade Borrow Area
State Project No. TBD, CMT Project No. TBD

Our DBE sub-consultant, TSi Engineering will obtain soil samples for classification, moisture content and strength testing at approximate two (2) foot vertical intervals in the soil borings using split barrel samplers. Borings will be observed and logged in the field by an Allstate Consultants' geotechnical engineer or geologist and will be backfilled with auger cuttings.

Allstate Consultants will visually classify the soil samples recovered from the borings in our Columbia soils laboratory in accordance with the Unified Soil Classification System and will perform moisture content, pocket penetrometer and Atterberg limits tests on representative samples of the site soils obtained from the soil borings.

After borings are completed and subsurface conditions have been reviewed, Allstate Consultants also plans to select one (1) location in the borrow area for further study. At this location we plan to excavate one (1) test pit, as requested, to obtain a representative soil sample for laboratory testing. We will obtain a large representative bulk sample of the subgrade soil for laboratory Atterberg limit, standard Proctor and CBR testing as requested. We understand the City of Osage Beach will provide a backhoe and operator to excavate the test pit. Water levels will be observed in each of the borings and test pit during the limited exploration period.

Our DBE sub-consultant, TSi Engineering, will perform one (1) series of soil tests on the representative bulk sample of the subgrade soils from the test pit as requested. The tests will include an Atterberg limit determination, a standard Proctor test and California Bearing Ratio (CBR) tests as requested.

Geotechnical Engineering Report - Following completion of the field exploration and laboratory testing programs, the subsurface conditions and laboratory test data at the boring and test pit locations will be evaluated and an engineering report will be prepared by an Allstate Consultants' registered professional engineer specializing in geotechnical engineering. The engineering letter report will provide a project description, a summary of the field exploration and laboratory testing procedures, logs of the borings, laboratory test results, an evaluation of subsurface conditions, and our geotechnical recommendations relative to regrading of the borrow area.

Location of Existing Site Utilities Prior to Exploration – During preparation for field exploration, our drilling subconsultant will contact Missouri One Call and other local utility companies to assist in locating existing site utilities. We may be required to meet the utility company representatives at the site to show them where we plan to drill the borings. We will also coordinate our boring locations with the designated representative of the airport to avoid private utilities and service lines known to exist in the area of the borings.

Proposal For Geotechnical Engineering Services
Lee C. Fine Memorial Airport
Reconstruct Parallel Taxiway A – Project 2 – Regrade Borrow Area
State Project No. TBD, CMT Project No. TBD

Site Access, Boring Layout and Elevations - This proposal was developed based on our crews having the right to enter the site and the boring locations being readily accessible to a rubber tired all-terrain drilling rig.

Our proposal is based on the borings being laid out and marked by our field engineer. Ground surface elevations at the marked (staked in turf areas) boring locations will be determined by Crawford, Murphy & Tilly, Inc. (CMT). We understand CMT will provide us with GPS locations of the requested borings.

Construction Observation and Testing - Although the requested number of borings and test pits will be performed, it may not be economically feasible to perform enough exploratory borings to identify all subsurface conditions that may be present at the site. Subsurface conditions which could affect the design and construction of this project may not become known until construction is in progress and these conditions are identified.

Geotechnical engineers commonly employ construction observation and testing to further identify subsurface conditions as they are exposed, to verify that these conditions are consistent with those encountered in the borings and test pits and used to develop the design concepts, and to evaluate changed conditions as they are encountered in the field. To provide a complete geotechnical service, we recommend Allstate Consultants, LLC be retained to provide observation and testing services during construction of this project. The costs of these construction related services have not been included in this proposal.

Schedule - We can usually commence field exploration within a week of receiving your verbal authorization but should still receive your written acceptance of this proposal. We will keep you apprised of our progress and preliminary findings during exploration and laboratory testing and will call to provide preliminary verbal recommendations during preparation of our engineering report. Our completed geotechnical engineering report will be submitted in approximately 4 to 5 weeks after field exploration is performed.

Fees and Conditions - Allstate Consultants, LLC agrees to perform the field exploration, laboratory testing and geotechnical engineering services described in this proposal in accordance with the attached schedule of fees. Based on the requested and described scope of work and our attached cost estimate and Rate Schedule, our fee for geotechnical services will not exceed \$ 11,648. A portion of this total fee will cover the work of our DBE sub-consultant, TSI Engineering which is estimated at \$ 5,714. The billing for our services will be directed to Mr. Brian Hutsell, P.E. of Crawford, Murphy & Tilly, Inc.

**Proposal For Geotechnical Engineering Services
Lee C. Fine Memorial Airport
Reconstruct Parallel Taxiway A – Project 2 – Regrade Borrow Area
State Project No. TBD, CMT Project No. TBD**

This proposal was prepared for the exclusive use of the client for the specific site and project described herein and has been prepared in accordance with generally accepted geotechnical engineering practices within the limits of the client's proposal request. If you have any questions or comments, please give us a call.

Sincerely,

Allstate Consultants, LLC

A handwritten signature in black ink that reads "William A. Barrow". The signature is written in a cursive, flowing style.

William A. Barrow, P. E., R. G.
Geotechnical Manager

WAB\18000.11GP
Enclosures

COST ESTIMATE FOR GEOTECHNICAL SERVICES

1/22/2018

LEE C. FINE MEMORIAL AIRPORT
 RECONSTRUCT PARALLEL TAXIWAY A - PROJECT 2 - REGRADE NORTH BORROW AREA
 STATE PROJECT NO. TBD
 CMT JOB NO. TBD

SUBSURFACE EXPLORATION, LABORATORY TESTING, RECOMMENDATIONS AND REPORT FOR REGRADING
 NORTH BORROW AREA

FIELD EXPLORATION - SOIL AND ROCK BORINGS - DBE TSI ENGINEERING

PERFORM 4 BORINGS TO DEPTHS OF 10 FEET OR AUGER REFUSAL WHICHEVER IS SHALLOWER. EXTEND 2 OF THE BORINGS INTO ROCK USING ROCK CORING METHODS TO A TOTAL DEPTH OF 10 FEET BELOW THE GROUND SURFACE. SURFACE. SAMPLE SOIL WITH SPLIT BARREL SAMPLERS. BACKFILL BORINGS WITH SOIL CUTTINGS.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
RUBBER TIRED ATV DRILL MOB	MILE	370	\$5.25	\$1,942.50
SUPPORT TRUCK MOBILIZATION	MILE	370	\$0.57	\$210.90
COORDINATE UTILITY LOCATE	HOURLY	1.5	\$95.00	\$142.50
SOIL DRILLING (0 - 10 FT)	FT	20	\$12.00	\$240.00
SOIL SAMPLES-SPLIT BARREL	EA.	12	\$19.00	\$228.00
ROCK CORING	FT.	20	\$52.00	\$1,040.00
BACKFILL BORINGS	EA.	4	\$62.50	\$250.00
PER DIEM FOR DRILL CREW	PER DAY	2	\$240.00	\$480.00

FIELD EXPLORATION - SOIL AND ROCK BORINGS - DBE TSI SUBTOTAL \$4,533.90

FIELD EXPLORATION - SOIL AND ROCK BORINGS - ALLSTATE CONSULTANTS

MARK BORING LOCATIONS AND COORDINATE WITH AIRPORT ON LOCAL UTILITIES. SUPERVISE SOIL AND ROCK BORINGS. LOG BORINGS IN FIELD AS DRILLING, SAMPLING AND CORING PROGRESSES. COORDINATE WITH DBE SUBCONSULTANT.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
PLANNING & SUPERVISION	HOURLY	4	\$145.00	\$580.00
TRAVEL & MARK BORINGS	HOURLY	6	\$145.00	\$870.00
TRAVEL & FIELD ENGINEERING	HOURLY	10	\$145.00	\$1,450.00

FIELD EXPLORATION - SOIL BORINGS - ALLSTATE SUBTOTAL \$2,900.00

FIELD EXPLORATION - TEST PIT SAMPLES - ALLSTATE CONSULTANTS

AFTER SOIL BORINGS ARE COMPLETED, ALLSTATE WILL SELECT 1 TEST PIT LOCATION TO OBTAIN A REPRESENTATIVE SOIL SAMPLE. CITY TO FURNISH BACKHOE & OPERATOR FOR TEST PIT. OBSERVE TEST PIT EXCAVATION AND OBTAIN REPRESENTATIVE SOIL SAMPLE. IF SOILS ARE STONY CLAYS, OBTAIN AT LEAST 5 @ 5 GALLON BUCKET SAMPLES OF REPRESENTATIVE SOIL FROM TEST PIT FOR LABORATORY ATTERBERG LIMITS, STANDARD PROCTOR, AND CBR TESTS.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
TRAVEL & FIELD ENGINEERING	HOURLY	6	\$145.00	\$870.00

FIELD EXPLORATION - TEST PIT SAMPLES - ALLSTATE SUBTOTAL \$870.00

FIELD EXPLORATION - TEST PIT SAMPLES - DBE TSI ENGINEERING

TRAVEL TO COLUMBIA TO PICK UP TEST PIT SAMPLES. DELIVER TEST PIT SAMPLES TO LAB IN ST. LOUIS.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
TRAVEL & FIELD SERVICES	HOURLY	5	\$95.00	\$475.00

FIELD EXPLORATION - TEST PIT SAMPLES - DBE TSI SUBTOTAL \$475.00

COST ESTIMATE FOR GEOTECHNICAL SERVICES**(CONTINUED)**

LEE C. FINE MEMORIAL AIRPORT
 RECONSTRUCT PARALLEL TAXIWAY A - PROJECT 2 - REGRADE NORTH BORROW AREA
 STATE PROJECT NO. TBD
 CMT JOB NO. TBD

LABORATORY TESTING - TEST PIT SAMPLE - DBE TSI ENGINEERING

PERFORM LABORATORY ATTERBERG LIMITS, STANDARD PROCTOR AND CBR TESTS ON TEST PIT SAMPLES.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
BULK SAMPLE PREPARATION	EACH	1	\$80.00	\$80.00
ATTERBERG LIMITS	EACH	1	\$75.00	\$75.00
STANDARD PROCTOR	EACH	1	\$180.00	\$180.00
CALIFORNIA BEARING RATIO	EACH	1	\$420.00	\$420.00
LABORATORY TESTING - DBE TSI SUBTOTAL				\$755.00

LABORATORY TESTING - SOIL BORING SAMPLES - ALLSTATE CONSULTANTS

PERFORM MOISTURE CONTENT AND ATTERBERG LIMITS TESTS ON BORING SAMPLES.

MOISTURE CONTENT (BORINGS)	EACH	8	\$6.00	\$48.00
ATTERBERG LIMITS (BORINGS)	EACH	2	\$100.00	\$200.00
LABORATORY TESTING - ALLSTATE CONSULTANTS SUBTOTAL				\$248.00

DEVELOP LAB REPORTS AND BORING LOGS - ALLSTATE CONSULTANTS

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
TECH I (GRADUATE GEOLOGIST)	HOURLY	8	\$52	\$416
ENGINEER III	HOURLY	2	\$145	\$290
BORING LOGS - ALLSTATE CONSULTANTS SUBTOTAL				\$706

GEOTECHNICAL ENGINEERING AND REPORT - ALLSTATE CONSULTANTS

REVIEW TEST REPORTS. EVALUATE SUBSURFACE CONDITIONS. DEVELOP RECOMMENDATIONS FOR BORROW AREA REGRADING. REPORT BY REGISTERED PROFESSIONAL ENGINEER. COORDINATE WITH DBE TSI ENGINEERING.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
ENGINEER III	HOURLY	8	\$145	\$1,160
GEOTECHNICAL ENGINEERING/REPORT - ALLSTATE CONSULTANTS SUBTOTAL				\$1,160

<u>TOTAL ESTIMATED AND NOT TO EXCEED FEE FOR GEOTECHNICAL SERVICES</u>		<u>\$11,647.90</u>
<u>TOTAL PORTION OF FEE FOR DBE - TSI ENGINEERING SERVICES</u>	49.1%	<u>\$5,713.90</u>



ALLSTATE
CONSULTANTS

2018 Rate Schedule

<u>TITLE</u>	<u>RATE</u>
PRINCIPAL.....	\$175.00
ENGINEER III	\$145.00
ENGINEER II.....	\$135.00
ENGINEER I	\$121.00
WATER QUALITY SCIENTIST III	\$140.00
WATER QUALITY SCIENTIST II	\$110.00
WATER QUALITY SCIENTIST I	\$70.00
PROJECT SCIENTIST III.....	\$135.00
INVESTIGATIVE ENGINEER III	\$215.00
INVESTIGATIVE ENGINEER II.....	\$190.00
INVESTIGATIVE ENGINEER I.....	\$165.00
TECHNICIAN VI/SURVEYOR III	\$128.00
TECHNICIAN V/SURVEYOR II	\$118.00
TECHNICIAN IV/SURVEYOR I/SENIOR PROJECT MANAGER.....	\$103.00
TECHNICIAN III/ PROJECT MANAGER I.....	\$88.00
TECHNICIAN II	\$72.00
TECHNICIAN I.....	\$52.00
TECHNICIAN	\$35.00
SURVEY CREW (1 MAN)	\$128.00
SURVEY CREW (2 MEN).....	\$155.00
SURVEY CREW (3 MEN).....	\$180.00
INVESTIGATOR IV	\$125.00
INVESTIGATOR III	\$115.00
INVESTIGATOR II.....	\$90.00
INVESTIGATOR I.....	\$75.00
EXPERT TESTIMONY II.....	\$350.00
EXPERT TESTIMONY I	\$225.00
DRILL RIG CREW (2 MEN)	\$160.00
DRILL RIG CREW WITH GROUTER (2 MEN)	\$180.00
GPS RECEIVERS/DRONE (PER UNIT)	\$125.00/day
TRAFFIC COUNTERS (PER UNIT).....	\$50.00/day
ATV (PER UNIT).....	\$125.00/day
MILEAGE	IRS Rate
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost

3312 LeMone Industrial Boulevard
Columbia, Missouri 65201
Phone: 573-875-8799
Fax: 573-875-8850
Allstate/files/allstate/wage rates

900 SW Oldham Pkwy
Suite 203
Lee's Summit, MO 64081
573-864-9323

30601 Highway 5
Marceline, Missouri 64658
Phone: 660-376-2941
Fax: 660-376-3492

GEOTECHNICAL AND CONSTRUCTION OBSERVATION AND TESTING SERVICES**SUBSURFACE EXPLORATION**

Mobilization of Truck Mounted Drill Rig and 2-Man Crew	\$2.50/mile (\$ 250.00 Min.)
Mobilization of ATV Mounted Drill Rig and 2-Man Crew	\$3.50/mile (\$ 350.00 Min.)
Mobilization of Water Truck or Support Vehicle	\$0.90/mile
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in	
Soil & NX Coring in Rock (Truck Mounted Drill and 2-Man Crew)	Actual Cost
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in	
Soil & NX Coring in Rock (ATV Mounted Drill and 2-Man Crew).....	Actual Cost
ATV Mounted Drill Rig Surcharge (If Any)	Actual Cost
Specialized In-Situ Tests.....	On Request
Subcontractors, Rentals, Supplies and Dozer Assistance.....	Actual Cost

LABORATORY TESTING SERVICES

Moisture Content	\$6.00/test
Dry Unit Weight	\$15.00/test
Unconfined Compressive Strength	\$35.00/test
With Stress vs. Strain Curve	\$60.00/test
Extrude Shelby Tube.....	\$10.00/each
Calibrated Penetrometer Test.....	\$4.00/test
Visual Soil Classification.....	\$5.00/test
Atterberg Limits (3 Pt. Liquid Limit)	\$100.00/test
Sieve Analysis (with wet wash over No. 200 sieve)	\$100.00/test
Hydrometer Analysis	\$110.00/test
Combined Grain Size Analysis (Sieve and Hydrometer).....	\$220.00/test
Specific Gravity Determination	\$80.00/test
Swell Potential (1 Surcharge Pressure)	\$200.00/test
Swell Potential and Swell Pressure.....	\$300.00/test
Consolidation Test with e log p Curve.....	\$525.00/test
With Time vs. Deformation Plots	\$50.00/plot
Standard Proctor Test.....	\$175.00/test
Modified Proctor Test.....	\$250.00/test
Laboratory CBR Test (Per Specimen)	\$250.00/test
Concrete Compressive Strength Tests	\$20.00/test
Capping or Trimming Irregular Ends of Concrete Cylinders.....	\$10.00/each
Concrete Flexural Strength Tests	\$50.00/test
Other Specialized Tests (Triaxial Shear, Direct Shear, Hydraulic Conductivity etc.).....	Actual Cost

3312 LeMone Industrial Boulevard
Columbia, Missouri 65201
Phone: 573-875-8799
Fax: 573-875-8850

900 SW Oldham Pkwy
Suite 203
Lee's Summit, MO 64081
573-864-9323

30601 Highway 5
Marceline, Missouri 64658
Phone: 660-376-2941
Fax: 660-376-3492



▪ 1340 N. Price Rd.
 ▪ St. Louis, MO 63132
 ▪ 314-373-4000 314-227-6622 Fax

**COST ESTIMATE FOR GEOTECHNICAL SERVICES
 LEE C. FINE MEMORIAL AIRPORT
 RECONSTRUCT PARALELL TAXIWAY A AND CONNECTING TAXIWAY B
 STATE PROJECT NO. TBD
 CMD JOB NO. TBD**

PORTIONS OF PROJECT TO BE PERFORMED BY DBE-TSi

FIELD EXPLORATION - PAVEMENT CORES AND SOIL BORINGS

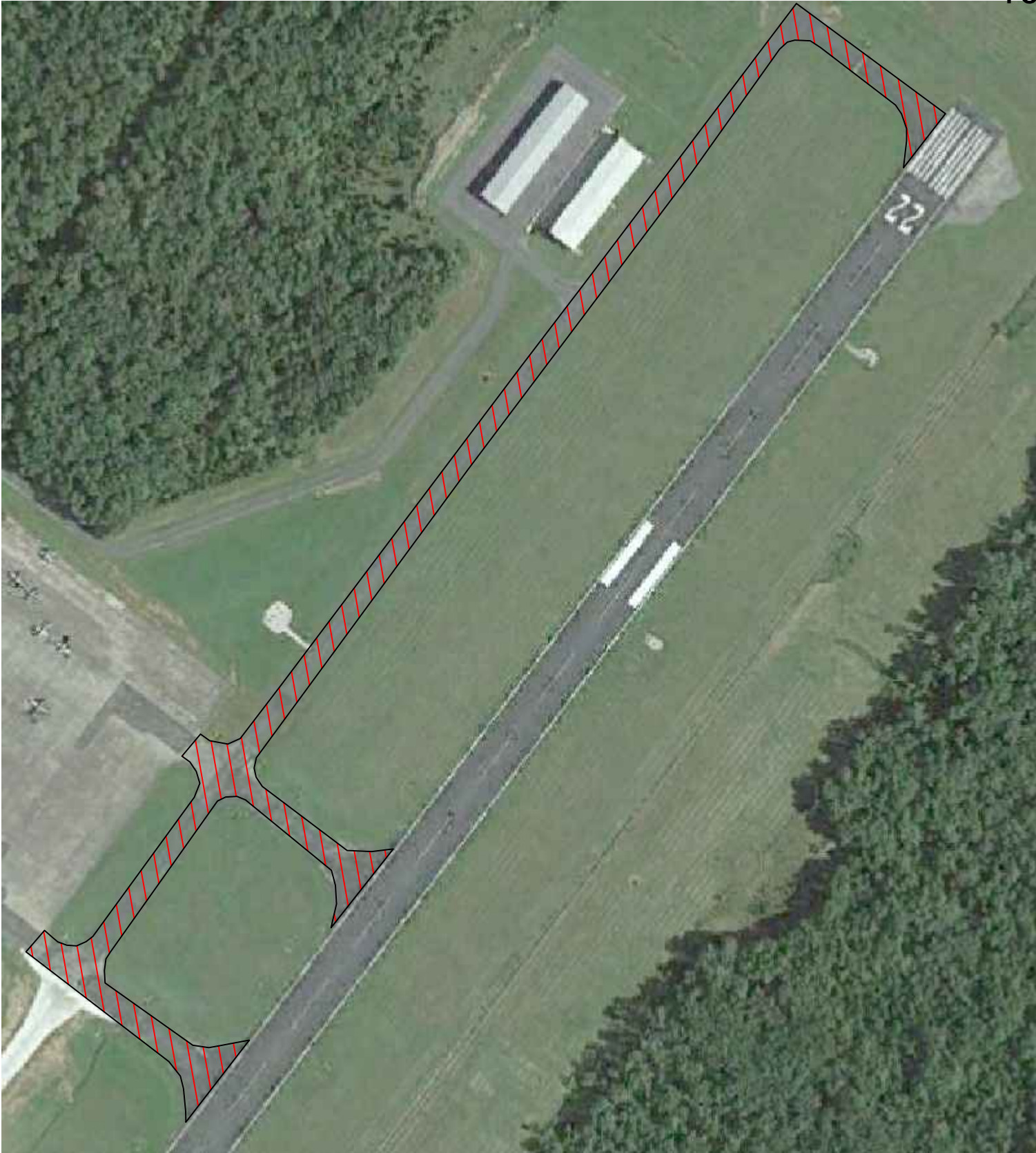
PERFORM BORINGS EXTENDING TO 10 FEET OR AUGER REFUSAL WHICHEVER IS SHALLOWER. EXTEND 2 BORINGS INTO BEDROCK USING CORING PROCEDURE. SAMPLE SOIL BORINGS WITH THIN-WALLED TUBES AND SPLIT BARREL SAMPLERS. BACKFILL BORINGS. BORING LOCATIONS MARKED & BORINGS LOGGED BY ALLSTATE ENGINEER. CLEAN UP TO BE PERFORMED BY CLIENT. ANY CLEAN UP REQUESTED TO BE PERFORMED BY TSi WILL INCUR ADDITIONAL HOURLY COSTS. ANY RUNWAY CLOSURES, IF NEEDED, WILL BE THE RESPONSIBILITY OF THE CLIENT.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
RUBBER TIED ATV DRILL MOB.	MILE	370	\$ 5.25	\$ 1,942.50
SUPPORT TRUCK MOBILIZATION	MILE	370	\$ 0.57	\$ 210.90
TRAVEL & MARK BORINGS	HOURLY			
COORDINATE UTILITY LOCATE	HOURLY			
ASPHALT & CONCRETE CORING	INCH		\$ 9.50	\$ -
SOIL DRILLING (0 - 10 FT)	FT	20	\$ 12.00	\$ 240.00
SOIL SAMPLES- THIN WALL TUBE	EA.	4	\$ 32.00	\$ 128.00
SOIL SAMPLES-SPLIT BARREL	EA.	12	\$ 19.00	\$ 228.00
ROCK CORING (0-30 FT)	EA.	20	\$ 52.00	\$ 1,040.00
PATCHING MATERIALS	COST		\$ 250.00	\$ -
PER DIEM FOR DRILL CREW	PERD AY	2	\$ 240.00	\$ 480.00
TRAVEL & FIELD ENGINEERING	HOURLY			
PLANNING & SUPERVISION	HOURLY			
FIELD EXPLORATION - PAVEMENT CORES & SOIL BORINGS SUBTOTAL			\$	4,269.40

LABORATORY TESTING - TEST PIT & SOIL BORING SAMPLES

PERFORM LABORATORY PARTICLE SIZE, ATTERBERG LIMITS, STANDARD PROCTOR, AND CBR TESTS ON TEST PIT SAMPLES.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
BULK SAMPLE PREPARATION	EACH	1	\$ 80.00	\$ 80.00
PARTICLE SIZE ANALYSIS	EACH	0	\$ 135.00	\$ -
ATTERBERG LIMITS (TEST PITS)	EACH	1	\$ 75.00	\$ 75.00
STANDARD PROCTOR	EACH	1	\$ 180.00	\$ 180.00
CALIFORNIA BEARING RATIO	EACH	1	\$ 420.00	\$ 420.00
LABORATORY TESTING SUBTOTAL			\$	755.00



NOT TO SCALE	Date: <i>Feb., 2018</i>	<i>LEE C. FINE MAP</i> TAXIWAY RECONSTRUCTION		
	Designed by: <i>MLM</i>			
	Drawn by: <i>SLB</i>	City of Osage Beach 1000 City Parkway, Osage Beach, MO 65065 City Engineer: Nicholas Edelman, P.E. Fax: (573) 302-0528 Phone: (573) 302-2000	Project No.	
	Checked by: <i>NLE</i>		Drawing No.	

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 02/01/18Originator: **(Name/Title)** Jeana Woods, City AdministratorDate Submitted: 01/24/18**Agenda Item Title:**

Resolution 2018-01 - A resolution by the Board of Aldermen in support of the Comprehensive Economic Development Strategy (CEDS) as prepared by the Lake of the Ozarks Council of Local Governments in accordance the Missouri Department of Economic Development.

Presented by: **(Name/Title)** Jeana Woods, City Administrator**Requested Action:**
☐
☐
☐
☒

Motion to Approve

First Reading of Bill # _____

Second Reading of Bill # _____

Resolution # 2018-01
☐
☐
☐

Proclamation

Public Hearing

Other (Describe) _____

Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)

Per Section 110.230. Ordinances, Resolutions, Etc. - Generally.

Deadline for Action: YES ☒ NO ☐

If yes, explain:

Fiscal Impact:Not Applicable ☒Budgeted Item: YES ☐ NO ☐

If no, provide funding source: _____

Budget Line Item/Title: _____

FY ____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

Resolution 2018-01, CEDS Strategies Adoption Worksheet, CEDS Presentation

Department Comments and Recommendation:

N/A

City Administrator Comments and Recommendation:

The CEDS is the economic development vision for maintaining and growing our economic base for our LOCLG region. It was prepared by the LOCLG in accordance with Federal Code and as required by the Missouri Department of Economic Development. The City has representation on the LOCLG Board as well as on EDAC (LOCLG's Economic Development Advisory Committee).

Osage Beach can play an important role in the implementation of the CEDS by identifying and supporting actions items from the CEDS' strategies. Below are action items that I have identified from the list that the City can adopt based on current City initiatives and programs. More items can be added or taken away at the Board's discretion. Please see enclosed worksheet for a complete list of the action items. The CEDS document, also enclosed will have a complete description of the strategies.

Entrepreneurism Strategy:

- *Promote housing that will fit the needs of local permanent residents,
- *Promote and encourage the development of recreational trails and other community beautification projects, including arts and cultural activities,

Resiliency Strategy:

- *Working with local community groups and projects that support all seasons events throughout the year,
- *Encourage continual improvements to infrastructure that provides resiliency and sustainability to important roads, bridges, and community facilities, including water, wastewater, utilities, and broadband,

Workforce Strategy:

- *Promote the creation, extension, and connection of existing sidewalk networks,
- *Use "Placemaking" as an opportunity to attract professionals to the region, with an emphasis on the Art and Culture that are rich to the region,

Financial Capital Strategy:

- *Promote opportunities for water preservation and conservation to protect our most asset within the region,

Social Capital Strategy:

- *Support and participate in meeting with local businesses to learn more about the needs and look for opportunities for providing support for local business retention and expansion.

RESOLUTION 2018-01

WHEREAS, the Comprehensive Economic Development Strategy (CEDS) is the region's economic development vision for maintaining and growing our economic base while creating jobs and supporting future development and growth within the region, covering the counties of Miller, Morgan, Camden, and Laclede, and

WHEREAS, the CEDS was prepared in accordance with Federal Code 13 CFR 303.7, and as required by the Missouri Department of Economic Development, and was prepared by the Lake of the Ozarks Council of Local Governments (LOCLG), and

WHEREAS, the City of Osage Beach participated in the preparation of the CEDS; and

WHEREAS, the City of Osage Beach has reviewed the CEDS and is in support of the stated vision and corresponding goals for continued economic development in the LOCLG region with the promotion of tourism, light industry, entrepreneurship, and collaboration between public and private entities leading to creation and retention of sustainable jobs and stimulating economic growth; and

WHEREAS, the City of Osage Beach has identified the following action items that the City will support in its role in implementing the CEDS vision for the region:

- Promote housing that will fit the needs of local permanent residents,
- Promote and encourage the development of recreational trails and other community beautification projects, including arts and cultural activities,
- Working with local community groups and projects that support all seasons events throughout the year,
- Encourage continual improvements to infrastructure that provides resiliency and sustainability to important roads, bridges, and community facilities, including water, wastewater, utilities, and broadband,
- Promote the creation, extension, and connection of existing sidewalk networks,
- Use "Placemaking" as an opportunity to attract professionals to the region, with an emphasis on the Art and Culture that are rich to the region,
- Promote opportunities for water preservation and conservation to protect our most valuable asset within the region,
- Support and participate in meeting with local businesses to learn more about the needs and look for opportunities for providing support for local business retention and expansion.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, THAT THE COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY IS ADOPTED AND THE CITY OF OSAGE BEACH, MISSOURI, RESOLVES TO WORK WITH LAKE OF THE OZARKS COUNCIL OF LOCAL GOVERNMENTS TO IMPLEMENT THE PLAN.

I hereby certify that RESOLUTION 2018-01 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach.

Ayes:

Nays:

Abstain:

Absent:

Date

Cynthia Lambert, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

John Olivarri, Mayor

Date

ATTEST:

Cynthia Lambert, City Clerk

Name of Community Partner:		
Type of Partner (<i>non-profit, economic development, city, county, other</i>) :		
Contact Name:		
Contact Phone:		Contact Email:
Entrepreneurism Strategy		X Adopted
1.1	Seek opportunities for area high school students to interact with and learn from area entrepreneurs.	
1.2	Offer educational opportunities for interested individuals about what it takes to be an entrepreneur.	
1.3	Promote housing that will fit the needs of local permanent residents.	
1.4	Promote and encourage the development of recreational trails and other community beautification projects, including arts and cultural activities.	
1.5	Explore agribusiness and agritourism opportunities within the region with education, research and technical assistance.	
1.6	Encourage and seek funding for the expansion of broadband access within the region.	
1.7	Increase the community impact of the LOCLG Revolving Loan Fund (RLF).	
1.8	Increase the availability of equity investors in the region.	
1.9	Improve the suitability of start-ups for equity investments.	
1.10	Develop a capital resource list to share with area businesses and potential entrepreneurs.	
Resiliency Strategy		X Adopted
2.1	Provide assistance and support where needed on the implementation of the Hazard Mitigation plans within the region.	
2.2	Educate local residents and businesses on resiliency planning.	
2.3	Encourage broadband access and redundancies in availability of internet access for businesses that rely on a cloud based work structure.	
2.4	Encourage business owners to provide a remote working environment in the event the standard office setting is not available.	
2.5	Foster business development, recruitment, and entrepreneurs that can provide year round employment opportunities.	
2.6	Working with local community groups and projects that support all seasons events throughout the year.	
2.7	Provide educational opportunities for businesses to learn more about preparation and impacts of natural disasters on business planning.	
2.8	In the event of a disaster seek financial support and services to help local businesses and residents finance the recovery.	
2.9	Encourage continual improvements to infrastructure that provides resiliency and sustainability to important roads, bridges and community facilities, including water, wastewater, utilities, and broadband.	
Workforce Strategy		X Adopted
3.1	Provide opportunities for area high school students to explore regional career opportunities through practical work experiences.	
3.2	Encourage workers to actively improve their own job marketability.	
3.3	Develop workforce training opportunities to enhance skills of existing workforce for retention and expansion of existing businesses.	
3.4	Educate local students on local career opportunities.	
3.5	Host workshops on customer service skills before the spring hiring season.	
3.6	Continue regional support for community sports programs.	
3.7	Partner with Central Region Workforce Investment Board on efforts to make the region more attractive to employers. (Example: Certified Work Ready Community program)	
3.8	Improve transportation opportunities for rural areas workforce.	

3.9	Promote housing targeted at permanent residences.	
3.10	Encourage the development of rural broadband services.	
3.11	Promote the creation, extension and connection of existing sidewalk networks.	
3.12	Use "Placemaking" as an opportunity to attract professionals to the region, with an emphasis on the Art and Culture that are rich to the region.	
3.13	Evaluate the workforce and the needs of employers within the region (Example: LOREDC Quality of Labor Study)	
Financial Capital Strategy		X Adopted
4.1	Engage SCORE and other economic development groups in educational activities and mentoring opportunities that share much needed information to start-up businesses.	
4.2	Work with educational and economic development groups to provide important regulatory updates that may impact small businesses.	
4.3	Support the local Certified Development Company in the promotion of available loan programs within the region.	
4.4	Support the local Community Development Company in providing housing assistance to low income families.	
4.5	Encourage community leaders to support affordable housing opportunities for both primary home purchases and rental units.	
4.6	Continue to seek financial assistance to replace, repair and develop new infrastructure including water, wastewater, utilities, broadband and transportation important to the region for continued growth.	
4.7	Provide technical assistance and project development assistance to communities in regard to public infrastructure, business financing, and other elements necessary to support new business development or business expansion.	
4.8	Identify needs for additional capital investments and seek additional funding sources to fill the gap in high risk investment areas.	
4.9	Continue to market and expand the LOCLG Revolving Loan Fund (RLF) within the region.	
4.10	Promote opportunities for water preservation and conservation to protect our most valuable asset within the region.	
Social Capital Strategy		X Adopted
5.1	Establish annual joint Transportation Advisory Committee meeting with the CEDS Committee meeting, offering training opportunities for the crossover of transportation infrastructure needs and economic development needs for the region.	
5.2	Support and participate in meeting with local businesses to learn more about the needs and look for opportunities for providing support for local business retention and expansion.	
5.3	Foster working groups and business relationships with existing entrepreneurs, schools, and economic development groups to increase cross-business development and workforce support.	
5.4	Working with local business leaders and local schools to develop a robust internship program that will support local businesses with workforce needs.	
5.5	Create networking opportunities for all the regional organizations that have a strong interest in economic development, providing educational opportunities to foster growth and potential new projects within the region.	
5.6	Support networking opportunities for individuals, businesses, and other equity partners that are interested in providing business investment opportunities.	

THE STORY OF THE CEDS

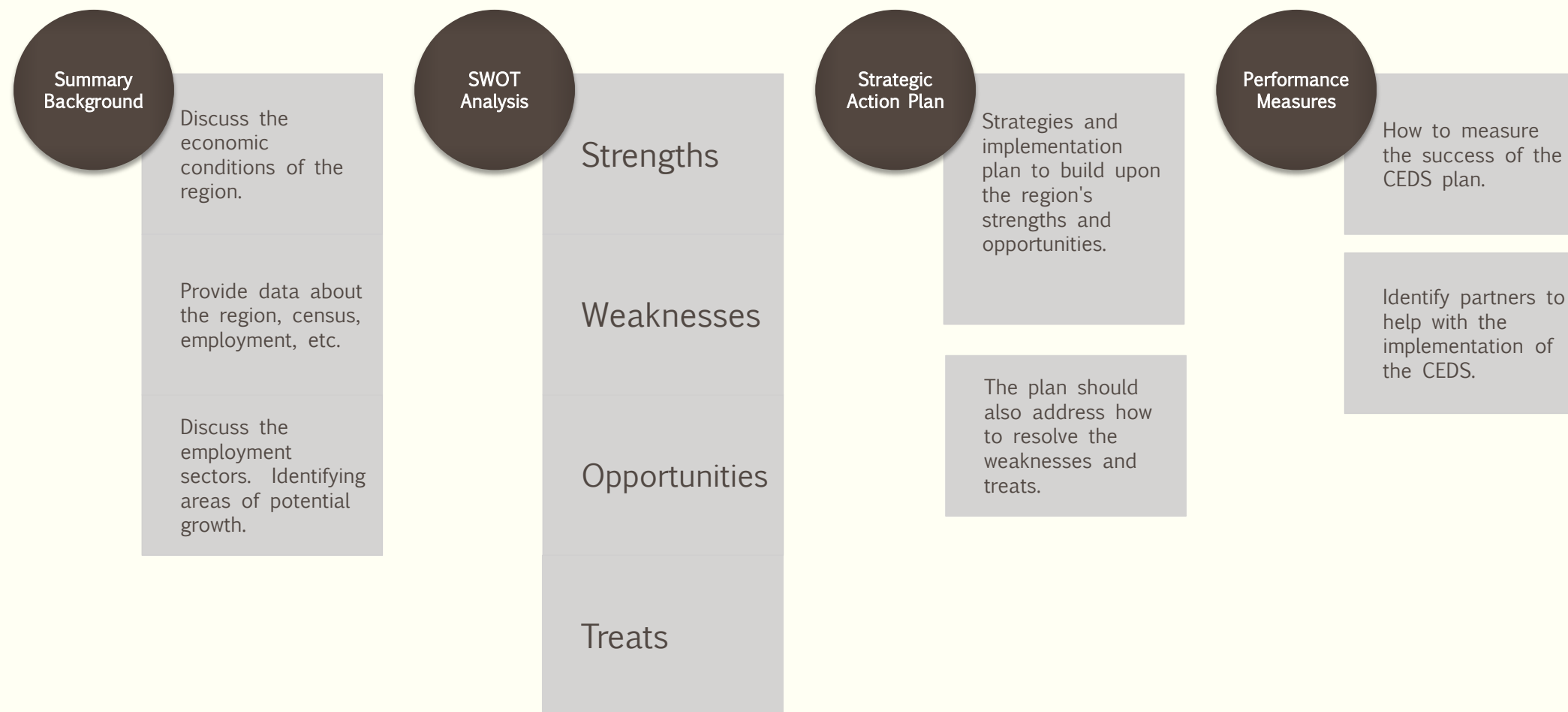
Comprehensive Economic Development Strategy 2017



13 CFR 303.7

- The Code of Federal Regulations 13 CFR 303.7 outlines the requirements for Comprehensive Economic Development Strategies.
- “CEDS are designed to bring together the public and private sectors in the creation of an economic development roadmap to diversify and strengthen regional economies.”
- “The CEDS should analyze the regional economy and serve as a guide for establishing regional goals and objectives, developing and implementing a regional plan of action and identifying investment priorities and funding sources.”
- “Public and Private sector partnerships are critical to the implementation of the integral elements of a CEDS...”

CEDS Requirements



CEDS Planning Process

- The CEDS planning process took nearly one year to complete.
- Meet with our Economic Development Advisory Committee (EDAC) during all of 2016 to work on the CEDS.
- We also met with the public to ask for comments and participation throughout the planning process.
- In November 2016, the draft of the CEDS was presented to the public, and comments were requested.
- LOREDC members shared their comments and shared the plan with their members and contacts. We also have several LOREDC members on our EDAC committee, with representation from the City of Osage Beach.
- Comments were reviewed and incorporated into the final draft of the plan.

CEDS Planning Process

- On February 21, 2017 the LOCLG Board of Directors approved and adopted the CEDS plan 2017.
- The CEDS was then submitted to Economic Development Administration (EDA) for review and approval.
- The CEDS was approved on July 6, 2017 by EDA.
- EDA asked that we enhance our measurements, which includes identifying the groups and or agencies that will help with the implementation of the CEDS.
- “Public and Private sector partnerships are critical to the implementation of the integral elements of a CEDS...” 13 CFR 303.7

CEDS Vision and Goals

VISION - Continued economic development in the LOCLG region with the promotion of tourism, light industry, entrepreneurship, and collaboration between public and private entities leading to creation and retention of sustainable jobs and stimulating economic growth.

GOALS & OBJECTIVES –

- Be a region with a strong entrepreneurial spirit where risk taking is encouraged.
- Become a region in which high quality infrastructure supports and fosters resilient economic development.
- Be a resilient region transformed by a strong, diversified economy.
- Be home to a workforce that attracts business to our region.
- Continue to be a region known for responsibly capitalizing on its environmental assets to foster resilient economic growth.
- Offer a wide range of housing options and affordable housing choices in support of a strong, diversified regional economy.
- Be a region known for its intergovernmental and interorganizational cooperation.

CEDS Actions to Advance the Region

No single action will ensure growth and develop the region. Implementing strategies, by the region's economic development groups and community partners, the unified vision and goals will be achieved.

Strategies –

- **Entrepreneurism Strategy** – Entrepreneurs are job creators. Actions focus on development of Human and Financial Capital and some Community Capital.
- **Resiliency Strategy** – The ability to recover quickly, with little to no disruption to previous condition. Actions items focus on identifying items to build a more resilient community in regard to business and business support tools and activities.
- **Workforce Strategy** – Recent reports show local employers rated ‘availability of job applicants’ as the lowest of 12 labor quality characteristics. Action items focus on targeting high school and regional workers by targeted type, creating sports programs to build community and connections, and creating and improving capital, i.e. transportation, broadband, and housing.
- **Financial Capital Strategy** – Businesses need access to capital to build and to grow. Action items focus on building financial strength, tourism, and affordable housing and other development.
- **Social Capital Strategy** –Regional connections serve as a catalyst to building trust in the communities. Action items focus on building trust and enhancing the overall social capital within the region.

The City of Osage Beach Is Part of the STORY

Osage Beach can play an important role in the implementation of the CEDS by identifying and supporting actions items from the CEDS' strategies.



Strategic Action Items Support Implementation

- **Entrepreneurism Strategy:**
 - Promote housing that will fit the needs of local permanent residents,
 - Promote and encourage the development of recreational trails and other community beautification projects, including arts and cultural activities,
- **Resiliency Strategy:**
 - Working with local community groups and projects that support all seasons events throughout the year,
 - Encourage continual improvements to infrastructure that provides resiliency and sustainability to important roads, bridges, and community facilities, including water, wastewater, utilities, and broadband,
- **Workforce Strategy:**
 - Promote the creation, extension, and connection of existing sidewalk networks,
 - Use “Placemaking” as an opportunity to attract professionals to the region, with an emphasis on the Art and Culture that are rich to the region,
- **Financial Capital Strategy:**
 - Promote opportunities for water preservation and conservation to protect our most valuable asset within the region,
- **Social Capital Strategy:**
 - Support and participate in meeting with local businesses to learn more about the needs and look for opportunities for providing support for local business retention and expansion.



REGIONAL APPROACH TO THE CEDS

We are a region rich in resources in regard to human and social capital.
Collaboration adds value to the CEDS implementation process.

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 02/01/18Originator: **(Name/Title)** Ed Rucker City AttorneyDate Submitted: 01/23/18**Agenda Item Title:**

Motion to approve proposed contract terms in contracting with Cingular Wireless PCS for a Third Amendment to the Pawhuska Township (a/k/a/Parkview Bay Passover Road) Water Tower Attachment Lease Agreement

Presented by: **(Name/Title)** Ed Rucker City Attorney**Requested Action:**

Motion to Approve



First Reading of Bill # _____



Second Reading of Bill # _____



Resolution # _____



Proclamation



Public Hearing



Other (Describe)

Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)

432.010 R.S.Mo. Statute of frauds--contracts to be in writing

Deadline for Action: YES ☐ NO ☒

If yes, explain:

Fiscal Impact:Not Applicable ☒Budgeted Item: YES ☐ NO ☐

If no, provide funding source: _____

Budget Line Item/Title: _____

FY____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

Site modifications proposal.

Department Comments and Recommendation:

This is the analysis incorporating the Board's requested itemization and estimation of the impact of this lease on City operations, and the further research done at your direction concerning fair market value of the lease,

The non-monetary features of the lease provide for:

1. Lease for 30 years, new lease commencing March 1, 2018
2. A two-year termination notice time period for termination for any reason including if the City takes the water tower out of service and wants to remove the tower.
3. If the City entertains an offer to purchase the rental stream from a third party the lessee has a right of first refusal.

At the Board's request we calculated impact fees from the presence of the antenna on the water tower.

- a) Tower cleaning \$15,000 every 3 years 3,333 per year
- b) Tower painting \$150,000 every 15 years 10,000 per year
 - 13,333 yearly maintenance
 - X 5%
 - \$667.00 For the lessees share
- c) Insurance costs
 - a. Value of the tower \$821,000
 - b. Total City fixed assets \$58,550.231
 - c. Tower is 1.4% of City assets
 - d. Insurance premium property and casualty \$77,427 (latest invoice)
 - e. Water Tower Share of the premium $\$77,427 \times .014 = \$1,083.98$
 - e. Antenna share of premium $\$1,083.98 \times 5\% = \54.20 for insurance
 - Impact fee (cleaning, painting and insurance on a yearly basis \$721.20)
 - Divided by 12 is \$60.10 per month

Concerning the value of the lease, Mr. Dennis Klautzer of KRMS was very helpful. He told me they value such a lease at \$1.75 to \$2.00 per foot (based on the on height of the tower), per antenna, per month. There are 12 antennas currently on the tower.

The height calculated by Nick is: The top of the tower is 931.60 Bottom is 779.00

The formula works out to $\$2.00 \times 152 = \305.20 per antenna X 12 towers = \$3,662.40. If we add in the \$60 overhead cost from the calculation for cleaning, painting and insurance, the total is \$3,722.50. [At \$1.75 per foot the rent calculates to approximately \$3,252.00.]

Dave Van Dee for Lake Ozark said they didn't have such a lease. I have not heard back from Camdenton. MML did not have a formula.

I asked the Municipal Attorney's Listserve and received two answers. One attorney answered that Blue Springs (a Kansas City suburb) gets a little over \$30 K per annum for a tower lease. From, St Louis, Dan Vogel responded they had recently "completed a \$36,000/annual (3k/month) water tank lease in a rural city as

to a T-Mobile antenna. This is consistent with recent and past leases with AT&T and Verizon that are now in the \$30,000-\$34,000+ range from past leases at \$2000/mo with increases over time now putting them in the same range.”

As we discussed at the last meeting our rent increase proposal is an increase of 2% every year.

On January 17, 2018 I heard from the lease consultant regarding the Board’s request that AT&T / Cingular Wireless disclose rental rates it pays for other similarly situated antenna, at other locations so that we might have a comparison about the relative costs before making a new proposal concerning the lease renewal. They declined to release any such information. Their position is that such matters are, to them, confidential business information.

My suggestion is that we go back to AT&T with the proposal of rent at \$3,722.50 per month (\$44,670.00 per year) and a 2% rent increase every year together with items 1 through 3 above.

If approved and accepted by the tenant we will have a first and second readings on February 15, 2018, or move the renewal date back to April 1, 2018.

City Administrator Comments and Recommendation:

Ed and I have discussed these terms and I concur with his recommendation.



Network Real Estate, LLC

5055 Hwy N, Suite 200

St. Charles, MO 63304

Office: (636) 922-3400

Fax: (636) 922-3409

June 20, 2016

City of Osage Beach, MO

100 City Parkway

Osage Beach, MO 65065

RE: Acknowledgement and Consent Letter/AT&T Site # MO3617/Pawhuska Township

Site Address: 4870 Otis Drive

To Whom It May Concern,

I am writing to you on behalf of New Cingular PCS, LLC, a Delaware limited liability company, ("Cingular"), which has a wireless communication facility located at the above mentioned address. In order to maintain and enhance its wireless communication facility, Cingular needs to modify its existing equipment as outlined in Exhibit A. All modifications will take place within the existing Leased Premises.

Consistent with the lease agreement governing the referenced site, we are sending you notification for the site modifications. To assist in the work to be done, we ask that you please sign and return this letter within ten (10) days of your receipt by either faxing a copy to my attention at (636) 922-3409 or emailing a copy to me at trena.prewitt@networkre.net.

Please complete the section below to acknowledge your approval of these changes. If you need additional information, please feel free to contact me at (314) 913-1475.

Thank you,

Trena Prewitt

Trena Prewitt

Network Real Estate, LLC

Acknowledge and Accepted

Owner: Jana Hloops

Title: City Administrator

Phone Number: 573-302-2000

Signature: *Jana Hloops*

Date: 6/28/16

Email: jwoods@osagebeach.org



Network Real Estate, LLC

5055 Hwy N, Suite 200

St. Charles, MO 63304

Office: (636) 922-3400

Fax: (636) 922-3409

Exhibit A

Lessee's equipment will consist of the following:

Antenna(s):

Quantity:	12
Type:	Panel
Manufacturer:	Six (6) Commscope SBNHH-1D65C
	Six (6) Commscope SBNH-1D65C

Cable:

Number of lines:	12 lines of 1 5/8" coax, (1) 3/8" RET, (1) 3/8" fiber, (4) 3/4" power runs
------------------	--

Tower Mounted Amplifier(s):

Quantity:	Nine (9) TMA
-----------	--------------

RRH(s):

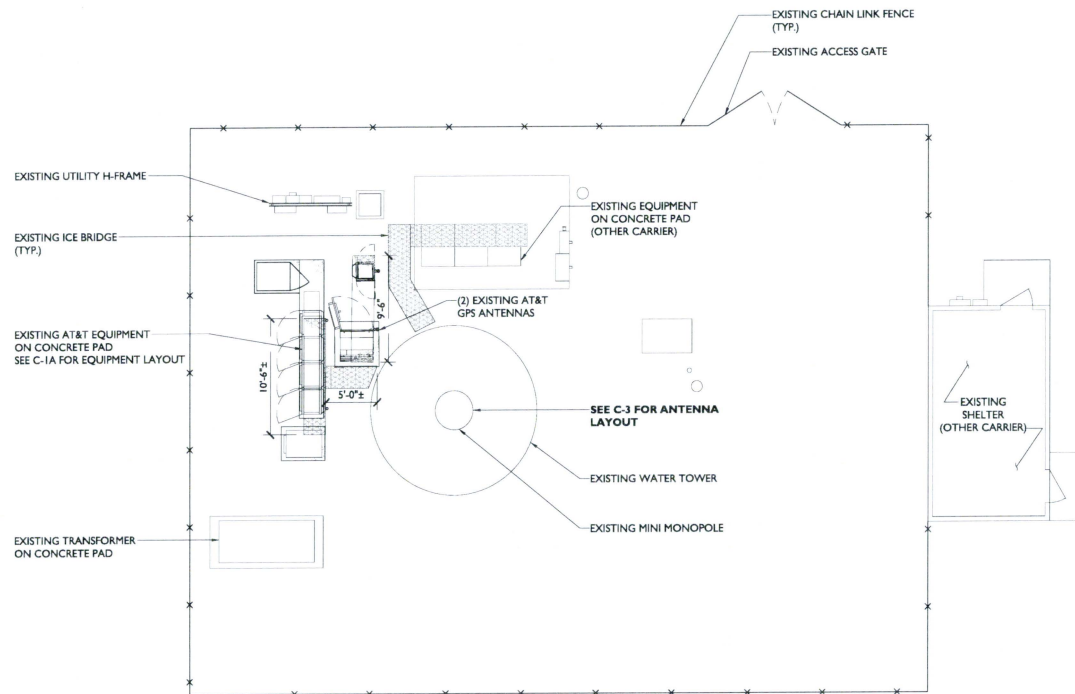
Quantity:	(3) RRH2x40-AWS, (3) RRH2x60-1900A-4R, (3) RRH4x25-WCS (3) RRH2-60-850
-----------	--

Additional equipment:

	Two (2) surge suppressors
	Two (2) GPS antenna

PROJECT# HIST.0276.0298

SYMBOLS	
	REVISION
	WORK POINT
	UTILITY POLE
	BRICK
	COMPRESSED STONE
	CONCRETE
	EARTH
	GRAVEL
	MASONRY
	STEEL
	CENTERLINE
	PROPERTY LINE
	EASEMENT LINE
	FENCE
	CHAINLINK
	WOOD
	WROUGHT IRON
	ELECTRIC
	OVERHEAD
	UNDERGROUND
	FIBER
	OVERHEAD
	UNDERGROUND
	TELEPHONE
	OVERHEAD
	UNDERGROUND
	DC POWER
	SECTION REFERENCE



SITE PLAN



SCALE: 3/32" = 1'-0"

[illegible]

PROJECT# HIST.0276.0298

**NOTE: NO WORK CAN BE
DONE UNTIL TOWER
MODS ARE COMPLETED**

NOTES:

1. FAILING STRUCTURAL ANALYSIS. RECOMMENDED TO DO A SITE SPECIFIC MOUNT MODIFICATION DESIGN OR REPLACEMENT IS REQUIRED PRIOR TO INSTALLING ANY NEW AT&T EQUIPMENT.
2. CABLES NOT SHOWN FOR CLARITY



12851 MANCHESTER ROAD
ST. LOUIS, MO 63131



5055 Hwy N, Suite 200
St. Charles, MO 63304

FULLERTON
ENGINEERING DESIGN

1100 E. WOODFIELD ROAD, SUITE 500
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TEL: 847-908-8400
ENG COAH E-2010004001
ARCH COAH A-2015004656
www.FullertonEngineering.com

CHECKED BY:		RJ	
APPROVED BY:		DS	
#	DATE	DESCRIPTION	INT.
	04/11/16	90% REVIEW	EM

SITE NAME

**PAWHUSKA
TOWNSHIP**

SITE NO.

MO3617

SITE ADDRESS

**4870 OTIS DRIVE
OSAGE BEACH, MO 65065**

SHEET NAME

ELEVATIONS

SHEET NUMBER

C-2

PROJECT# HIST.0276.0298

- 1 OF
(3) EXISTING AT&T GSM ANTENNAS TO BE REMOVED
(3) EXISTING AT&T 2C RRH UNITS TO BE RELOCATED
(9) EXISTING AT&T ANTENNAS TO REMAIN
(3) EXISTING AT&T LG RRH UNITS TO REMAIN
(9) EXISTING AT&T TMAS TO REMAIN
(1) EXISTING AT&T RAYCAP UNIT TO REMAIN
ELEV. = 187'-0"± A.G.L.

T/ EXISTING WATER TOWER
ELEV. = 163'-0"± A.G.L.

EXISTING ANTENNA
(OTHER CARRIER) (TYP.)

EXISTING MINI MONOPOLE

EXISTING WATER TOWER

EXISTING WATER TOWER SHAFT

- (12) EXISTING AT&T 1 5/8" COAX CABLES
(1) EXISTING AT&T 3/8" RET CABLE
(1) EXISTING AT&T 3/8" FIBER RUN AND
(2) EXISTING AT&T 3/4" POWER CABLE RUNS
ROUTED ON INTERIOR OF EXISTING TOWER
SUPPORTS TO REMAIN

(2) EXISTING AT&T GPS
ANTENNAS

EXISTING AT&T EQUIPMENT
ON CONCRETE PAD

EXISTING TRANSFORMER
ON CONCRETE PAD

EXISTING CHAIN LINK FENCE
(TYP.)

T/ GRADE

EXISTING ICE BRIDGE
(TYP.)

EXISTING SHELTER
(OTHER CARRIER)



EXISTING ELEVATION

SCALE: 1" = 30'-0"

- 1 OF
(3) RELOCATED AT&T 2C RRH UNITS
(3) NEW AT&T LTE ANTENNAS
(6) NEW AT&T LTE RRH UNITS
(1) NEW AT&T RAYCAP UNIT
(3) NEW BACK TO BACK DUAL RRH MOUNTS
ELEV. = 187'-0"± A.G.L.

TOWER MODS

T/ EXISTING WATER TOWER
ELEV. = 163'-0"± A.G.L.

EXISTING WATER TOWER

EXISTING WATER TOWER SHAFT

- (2) NEW 3/4" POWER RUNS ROUTED
ON INTERIOR OF EXISTING TOWER SUPPORTS
(APPROX. LENGTH = 220'-0"±)

(2) EXISTING AT&T GPS
ANTENNAS

EXISTING AT&T EQUIPMENT
ON CONCRETE PAD

EXISTING TRANSFORMER
ON CONCRETE PAD

EXISTING CHAIN LINK FENCE
(TYP.)

T/ GRADE

EXISTING ICE BRIDGE
(TYP.)

EXISTING SHELTER
(OTHER CARRIER)



FINAL ELEVATION

SCALE: 1" = 30'-0"

2

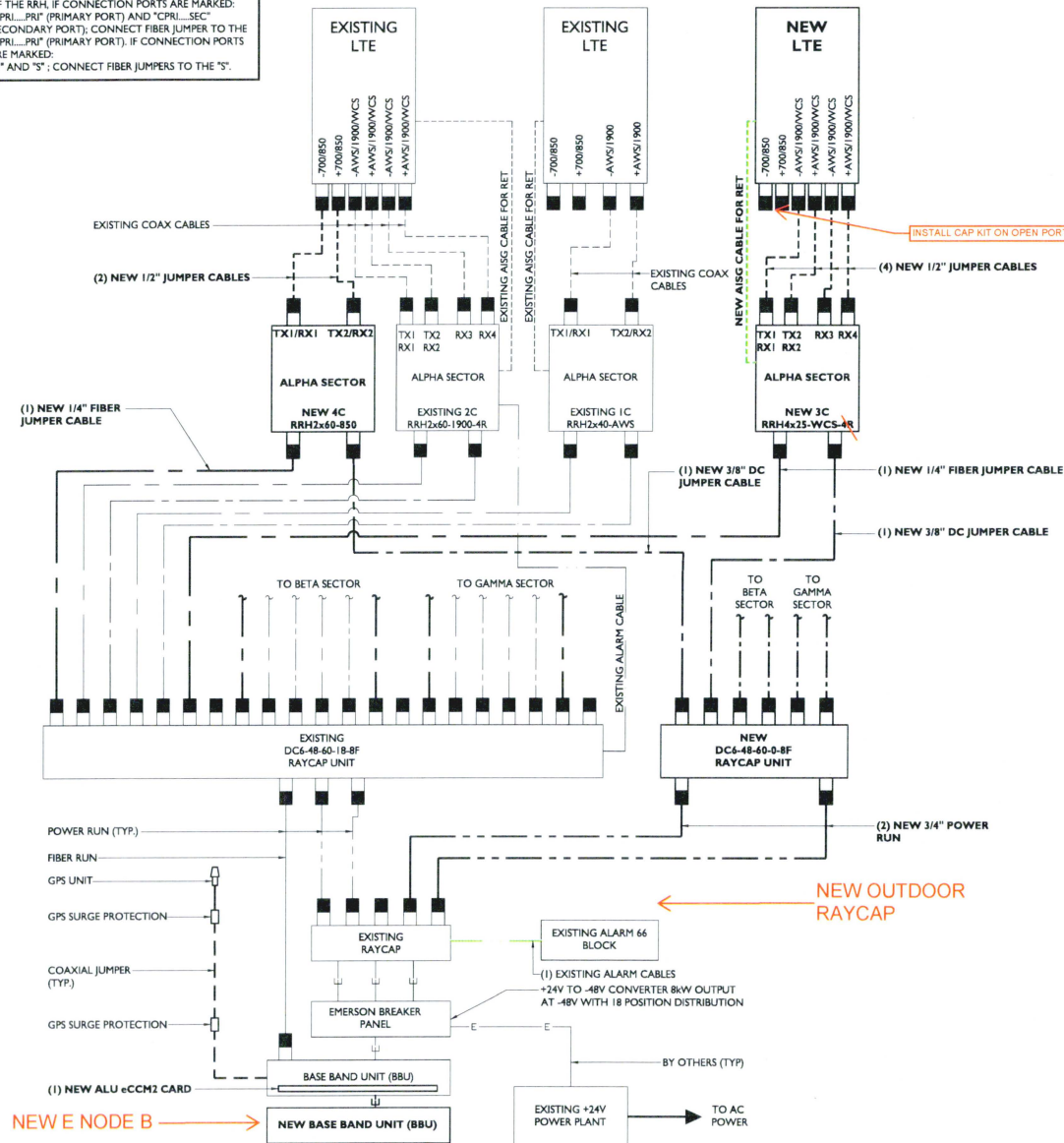
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SECTOR	ANTENNA NO.	EXISTING			FINAL			DOWNTILT (DEG)			RAD CENTER AGL	TMA MODEL NUMBER	RRH MODEL NUMBER	ADDITIONAL EQUIPMENT	 12851 MANCHESTER ROAD ST. LOUIS, MO 63131																												
		ANTENNA MODEL NUMBER	TECHNOLOGY	AZIMUTH (DEG)	ANTENNA MODEL NUMBER	TECHNOLOGY	AZIMUTH (DEG)	ELECTRICAL		MECHANICAL																																	
								700/850	AWS/1900/WCS																																		
ALPHA	A-1	* COMMSCOPE SBNH-ID6565C	GSM	0	COMMSCOPE SBNHH-ID65C	LTE 3C	0	-	0	0	187	(2) LGP 17201	(1) RRH4x25-WCS-4R	(2) COMMSCOPE 1-5/8" FOAM LDF (1) FIBER JUMPER AND (1) DC JUMPER	 5055 Hwy N, Suite 200 St. Charles, MO 63304																												
	A-2	COMMSCOPE SBNHH-ID65C	LTE 2C	0	COMMSCOPE SBNHH-ID65C	LTE 2C/4C	0	4	4	0	187	-	(1) RRH2x60-1900A-4R (1) RRH2X60-850	(1) FIBER JUMPER AND (1) DC JUMPER (1) FIBER JUMPER AND (1) DC JUMPER																													
	A-3	COMMSCOPE SBNH-ID6565C	LTE 1C	0	COMMSCOPE SBNH-ID6565C	LTE 1C	0	-	4	0	187	-	(1) RRH2x40-AWS	(1) FIBER JUMPER AND (1) DC JUMPER																													
	A-4	NOT USED																																									
	A-5	COMMSCOPE SBNH-ID6565C	UMTS	0	COMMSCOPE SBNH-ID6565C	UMTS	0	4	4	0	187	(1) TT19-08BP111-001	-	(2) COMMSCOPE 1-5/8" FXL1873 (1) 3/8" RET CABLE																													
															 1100 E. WOODFIELD ROAD, SUITE 500 SCHAUMBURG, ILLINOIS 60173 TEL: 847-908-8400 ENG COA# E-2010004001 ARCH COA# A-2015004656 www.FullertonEngineering.com																												
BETA	B-1	* COMMSCOPE SBNH-ID6565C	GSM	120	COMMSCOPE SBNHH-ID65C	LTE 3C	120	-	0	0	187	(2) LGP 17201	(1) RRH4x25-WCS-4R	(2) COMMSCOPE 1-5/8" FOAM LDF (1) FIBER JUMPER AND (1) DC JUMPER																													
	B-2	COMMSCOPE SBNHH-ID65C	LTE 2C	120	COMMSCOPE SBNHH-ID65C	LTE 2C/4C	120	0	0	0	187	-	(1) RRH2x60-1900A-4R (1) RRH2X60-850	(1) FIBER JUMPER AND (1) DC JUMPER (1) FIBER JUMPER AND (1) DC JUMPER																													
	B-3	COMMSCOPE SBNH-ID6565C	LTE 1C	120	COMMSCOPE SBNH-ID6565C	LTE 1C	120	-	0	0	187	-	(1) RRH2x40-AWS	(1) FIBER JUMPER AND (1) DC JUMPER (1) DC6-48-60-0- RAYCAP UNIT (2) 3/4" POWER RUNS																													
	B-4	NOT USED																																									
	B-5	COMMSCOPE SBNH-ID6565C	UMTS	120	COMMSCOPE SBNH-ID6565C	UMTS	120	1	0	0	187	(1) TT19-08BP111-001	-	(2) COMMSCOPE 1-5/8" FXL1873																													
															CHCKED BY: RI APPROVED BY: DS <table><thead><tr><th>#</th><th>DATE</th><th>DESCRIPTION</th><th>INT</th></tr></thead><tbody><tr><td></td><td>04/11/16</td><td>90% REVIEW</td><td>EM</td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></tbody></table>	#	DATE	DESCRIPTION	INT		04/11/16	90% REVIEW	EM																				
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GAMMA	C-1	* COMMSCOPE SBNH-ID6565C	GSM	240	COMMSCOPE SBNHH-ID65C	LTE 3C	240	-	0	0	187	(2) LGP 17201	(1) RRH4x25-WCS-4R	(2) COMMSCOPE 1-5/8" FOAM LDF (1) FIBER JUMPER AND (1) DC JUMPER	SITE NAME PAWHUSKA TOWNSHIP SITE NO. MO3617 SITE ADDRESS 4870 OTIS DRIVE OSAGE BEACH, MO 65065 SHEET NAME ANTENNA AND COAX CHART SHEET NUMBER C-4																												
	C-2	COMMSCOPE SBNHH-ID65C	LTE 2C	240	COMMSCOPE SBNHH-ID65C	LTE 2C/4C	240	5	5	0	187	-	(1) RRH2x60-1900A-4R (1) RRH2X60-850	(1) FIBER JUMPER AND (1) DC JUMPER (1) FIBER JUMPER AND (1) DC JUMPER																													
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NOTE: INFORMATION TAKEN FROM LATEST 3C/4C RFDS AVAILABLE DATED: 6/9/2015 ← 9/9/2015 & 7/30/2015 * EXISTING AT&T ANTENNA TO BE REMOVED.																																											

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FIELD NOTE:

WHEN CONNECTING FIBER JUMPERS TO THE BOTTOM OF THE RRH, IF CONNECTION PORTS ARE MARKED: "CPRL...PRI" (PRIMARY PORT) AND "CPRL...SEC" (SECONDARY PORT); CONNECT FIBER JUMPER TO THE "CPRL...PRI" (PRIMARY PORT). IF CONNECTION PORTS ARE MARKED: "M" AND "S"; CONNECT FIBER JUMPERS TO THE "S".

TYPICAL CONFIGURATION OF ANTENNA**NOTES:**

- FOR BOTTOM JUMPERS (FROM THE MAIN COAX TO THE BTS CONNECTOR) LONGER THAN 15'-0" USE 7/8" COAX. FOR BOTTOM JUMPERS LESS THAN 15'-0" USE 1/2" COAX OR EQUIVALENT.
- FABRICATE JUMPERS TO ASSURE THAT THE 90° CONNECTOR IS 56" FROM THE FLOOR ALLOWING ENOUGH SLACK TO REACH ALL BTS (DUAMCO) CONNECTIONS IF CABINET IS NOT IN PLACE.
- MOUNT PDU IN FIF RACK AND ASSURE THAT THE PREFABRICATED CONDUCTORS SUPPLIED WITH BIAS TEE WILL REACH THE DESIGNATED TERMINATION POINTS.
- SUPPLY AND INSTALL #6 AWG GROUNDING TO TELCO RACK FROM THE MAIN GROUNDING BUS. SUPPLIED AND INSTALLED BY CONTRACTOR.
- ALL TRUNK CABLES AND JUMPERS SHALL BE SIZED AS REQUIRED.
- LIMIT OVERALL RET CABLE RUN TO LESS THAN 400 FT.
- SUPPORT RET AISG COMM CABLE IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS. RET CABLE TO BE SUPPORTED USING 1/2" CLIPS WITH 3/8" RUBBER INSERT GROMMETS.
- USE #6 AWG STRANDED COPPER THHN-2 GREEN INSULATED GROUNDING CONDUCTOR UNLESS OTHERWISE NOTED. CONNECT THE PCU TO EXISTING TELCO RACK GROUNDING BAR.
- ROUTE CIRCUITS IN CABLE TRAY OR EMT CONDUITS TO THE EXISTING +24VDC PDU OR -48VDC PCU PANELS. PROVIDE THE APPROPRIATE SIZE OF OVERCURRENT PROTECTION AND FOLLOW THE TERMINATION PROCEDURES IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
- TOWER MOUNT APPLICATION WILL DICTATE THE LENGTH OF CABLE TO BE USED.
- ALL CABLES PROVIDE CONTROL AND POWER TO ELECTRICAL DOWN TILT DRIVES ON THE ANTENNAS.
- THE CABLES ARE FACTORY ASSEMBLED WITH ONE MALE AND ONE FEMALE CONNECTOR ON EACH END. SUPPORT EVERY 18" USING TIE WRAPS SUITABLE FOR OUTDOOR USE. INSTALL DRIP LOOPS AT EVERY LOCATION WHERE WATER MAY ACCUMULATE.
- NO TESTING OF THE CABLE IS REQUIRED.
- SEE DETAIL ON SECTOR CONFIGURATION SHEETS FOR AISG BIAS-T PLACEMENT.
 - DURING INSTALLATION, RECORD THE FOLLOWING INFORMATION FOR USE DURING THE COMMISSIONING PHASE:
 - RET ACTUATOR/MOTOR SERIAL NUMBER
 - ANTENNA SERIAL NUMBER
- LOCATION (SECTOR IN WHICH THE ANTENNA WILL OPERATE)
- ANTENNA CONFIGURATION IS SHOWN DIAGRAMMATICALLY ONLY AS A REPRESENTATION.
- IF A JUNCTION BOX WILL NOT BE USED AT THE TOP OF THE RET SYSTEM, IT IS RECOMMENDED THAT AN ADDITIONAL LIGHTNING PROTECTION UNIT BE INSTALLED AT THE TOWER TOP.
- FOR RET CABLES 50 METERS OR LESS, THE AISG CABLE GROUNDING KIT IS NOT REQUIRED AT THE SHELTER END.
- USE THIS DRAWING FOR RET GROUNDING SPECIFICATIONS.
- ALL RET CONNECTIONS SHALL BE WEATHER-PROOFED. PREFERRED METHOD OF WEATHER PROOFING SHALL BE TO HEAT SHRINK ALL RET CONNECTIONS PER ND-135 RET GUIDELINES SECTION 3.3 AISG (RS 485) CABLE - "ALL CABLE CONNECTORS REQUIRE WEATHER-PROOFING."



12851 MANCHESTER ROAD
ST. LOUIS, MO 63131



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CHECKED BY:		RJ	
APPROVED BY:		DS	
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SITE NAME
PAWHUSKA TOWNSHIP
SITE NO.
MO3617
SITE ADDRESS
4870 OTIS DRIVE OSAGE BEACH, MO 65065
SHEET NAME
ANTENNA CONFIGURATION(S)
SHEET NUMBER
C-6

PROJECT# HIST.0276.0298

DC/FIBER CABLE COLOR CODE														
SECTOR	BAND	FIBER						DC						DC TRUNKS
ALPHA	1st LB RRH	RED						RED	ORANGE					
ALPHA	1st HB RRH	RED	WHITE					RED	YELLOW					O & Y
ALPHA	2nd LB RRH	RED	RED					RED	ORANGE	ORANGE				OO & YY
ALPHA	2nd HB RRH	RED	WHITE	WHITE				RED	YELLOW	YELLOW				
ALPHA	3rd LB RRH	RED	RED	RED				RED	ORANGE	ORANGE	ORANGE			OOO & YYY
ALPHA	3rd HB RRH	RED	WHITE	WHITE	WHITE			RED	YELLOW	YELLOW	YELLOW			
ALPHA	4th LB RRH	RED	RED	RED	RED			RED	ORANGE	ORANGE	ORANGE	ORANGE		OOOO & YYYY
ALPHA	4th HB RRH	RED	WHITE	WHITE	WHITE	WHITE		RED	YELLOW	YELLOW	YELLOW	YELLOW		
ALPHA	5th LB RRH	RED	RED	RED	RED	RED		RED	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	OOOOO & YYYYY
ALPHA	5th HB RRH	RED	WHITE	WHITE	WHITE	WHITE	WHITE	RED	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	
BETA	1st LB RRH	BLUE						BLUE	ORANGE					
BETA	1st HB RRH	BLUE	WHITE					BLUE	YELLOW					O & Y
BETA	2nd LB RRH	BLUE	BLUE					BLUE	ORANGE	ORANGE				
BETA	2nd HB RRH	BLUE	WHITE	WHITE				BLUE	YELLOW	YELLOW				OO & YY
BETA	3rd LB RRH	BLUE	BLUE	BLUE				BLUE	ORANGE	ORANGE	ORANGE			
BETA	3rd HB RRH	BLUE	WHITE	WHITE	WHITE			BLUE	YELLOW	YELLOW	YELLOW			OOO & YYY
BETA	4th LB RRH	BLUE	BLUE	BLUE	BLUE			BLUE	ORANGE	ORANGE	ORANGE	ORANGE		
BETA	4th HB RRH	BLUE	WHITE	WHITE	WHITE	WHITE		BLUE	YELLOW	YELLOW	YELLOW	YELLOW		OOOO & YYYY
BETA	5th LB RRH	BLUE	BLUE	BLUE	BLUE	BLUE		BLUE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	
BETA	5th HB RRH	BLUE	WHITE	WHITE	WHITE	WHITE	WHITE	BLUE	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	OOOOO & YYYYY
GAMMA	1st LB RRH	GREEN						GREEN	ORANGE					
GAMMA	1st HB RRH	GREEN	WHITE					GREEN	YELLOW					O & Y
GAMMA	2nd LB RRH	GREEN	GREEN					GREEN	ORANGE	ORANGE				
GAMMA	2nd HB RRH	GREEN	WHITE	WHITE				GREEN	YELLOW	YELLOW				OO & YY
GAMMA	3rd LB RRH	GREEN	GREEN	GREEN				GREEN	ORANGE	ORANGE	ORANGE			
GAMMA	3rd HB RRH	GREEN	WHITE	WHITE	WHITE			GREEN	YELLOW	YELLOW	YELLOW			OOO & YYY
GAMMA	4th LB RRH	GREEN	GREEN	GREEN	GREEN			GREEN	ORANGE	ORANGE	ORANGE	ORANGE		
GAMMA	4th HB RRH	GREEN	WHITE	WHITE	WHITE	WHITE		GREEN	YELLOW	YELLOW	YELLOW	YELLOW		OOOO & YYYY
GAMMA	5th LB RRH	GREEN	GREEN	GREEN	GREEN	GREEN		GREEN	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	
GAMMA	5th HB RRH	GREEN	WHITE	WHITE	WHITE	WHITE	WHITE	GREEN	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	OOOOO & YYYYY
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City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 02/01/18Originator: **(Name/Title)** Jeana Woods, City AdministratorDate Submitted: 01/25/18**Agenda Item Title:**

Motion to change the date of the March 15, 2018 Board of Aldermen meeting to March 22, 2018.

Presented by: (Name/Title) Jeana Woods, City Administrator**Requested Action:**
☒
☐
☐
☐

Motion to Approve

First Reading of Bill # _____

Second Reading of Bill # _____

Resolution # _____

☐
☐
☐

Proclamation

Public Hearing

Other (Describe)

Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)

Section 110.110 allows the Board of Aldermen to reschedule meetings.

Deadline for Action: YES ☒ NO ☐

If yes, explain:

Fiscal Impact:Not Applicable ☒Budgeted Item: YES ☐ NO ☐

If no, provide funding source: _____

Budget Line Item/Title: _____

FY ____ Budgeted Amount: \$ _____

Expenditures to Date ____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☐ NO ☒

If yes, list attachments:

Department Comments and Recommendation:

N/A

City Administrator Comments and Recommendation:

The Lake of the Ozarks CVB Annual Dinner is scheduled for Thursday, March 15, 2018, which conflicts with our 2nd regularly scheduled Osage Beach Board of Aldermen meeting for the month.

In order for the Mayor and Board of Aldermen to attend the dinner, I recommend rescheduling the meeting to Thursday, March 22, (no change in time or location). Since there are five Thursdays in March this change will still leave a week between the first meeting in April. Adjusting the meeting date has been a practice in the past to accommodate the Board's attendance to the dinner.

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 02/01/18Originator: **(Name/Title)** Jeana Woods, City AdministratorDate Submitted: 01/24/18**Agenda Item Title:**

Discussion: Trash Service Options

Presented by: (Name/Title) Jeana Woods, City Administrator**Requested Action:**☐

Motion to Approve

☐

First Reading of Bill # _____

☐

Second Reading of Bill # _____

☐

Resolution # _____

☐

Proclamation

☐

Public Hearing

☒

Other (Describe)

Discussion**Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)**

RSMo 260.247 Annexation or expansion or solid waste services by city, notice to certain private entities, when -- city to contract with private entity, duration, terms.

Deadline for Action: YES ☐ NO ☒

If yes, explain:

Fiscal Impact:Not Applicable ☒Budgeted Item: YES ☐ NO ☐

If no, provide funding source: _____

Budget Line Item/Title: _____

FY _____ Budgeted Amount:

\$ _____

Expenditures to Date _____:

(\$ _____)

Available:

\$ _____ 0.00

Requested Amount:

\$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

RSMo 260.247

Department Comments and Recommendation:

N/A

City Administrator Comments and Recommendation:

A few months ago, it was brought up at the Board of Aldermen level the topic of trash services (waste services) to be provided by the City through a single, contracted vendor. The City of Osage Beach does not provide this service directly to our community currently and there are many positives to us being that provider; therefore, the Board asked me to research the topic for further discussion on whether to pursue this service as a City provided service.

It is common for Cities to provide the service, most often by contracting with a single, private vendor. There are many options as to how such a contract could be constructed and services delivered to provide the best service to our citizens. I found there are many positives to the City providing this service and the most convincing included less wear and tear on road surfaces as well as less heavy truck traffic through neighborhoods providing better public safety, ability to negotiate lower, fixed waste service costs on behalf of our community, and the opportunity to orchestrate routes that have positive impact on vehicle traffic, just to name a few.

However, since the City does not provide the service currently, per RSMo 260.247 (see attached), for us to provide the service we would first need to give notice to the private entities of our intent and we cannot provide said service for at least two years of the notice.

Mostly likely each of you would agree that there is still a lot of data to gather, pros and cons to weigh, many community meetings to potentially hold, etc. The first step could be to consider directing staff to 'start the clock', so to speak, with notices; or, simply direct me to gather more detailed information before making that determination.