

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

AMENDED TENTATIVE AGENDA

REGULAR MEETING
February 15, 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 February 1, 2018 (Page 1)
- Bills List (Page 6)
- **Liquor License Approval – L.O.T.O. Live, LLC** (Page 17A)

UNFINISHED BUSINESS.

None

NEW BUSINESS

- A. **Bill 18-07.** Authorizing Contract ADOB18-005 with Bartlett and West, Inc. for the Mace Road Phase 2 Improvements.
First Reading. (Page 18)
- B. **Bill 18-08.** Authorizing a Contract with Evoqua Water Technologies, LLC
First Reading. (Page 39)
- C. **Bill 18-09.** Authorize the Mayor to execute a State Block Grant Agreement for the Lee C. Fine Taxiway Phase 2 Project 17-046B-1 with the Missouri Highways and Transportation Commission.
First and Second Reading. (Page 52)
- D. **Bill 18-10.** Authorizing the Mayor to Execute on Behalf of the City the Osage Beach Commons Community Improvement District Cooperative Agreement
First Reading (Page 110)
- E. **Motion.** Approving the Purchase of Computers and Equipment for four Police Department Vehicles from Turn Key Mobile, Inc. (Page 148)
- F. **Resolution 2018-02.** Authorizing Disposal of Records According to the Missouri Municipal Records Retention Schedule. (Page 156)
- G. **Discussion.** City Trash Options. (Page 160)

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

February 1, 2018

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a Regular Meeting on Thursday, February 1, 2018, at 6:00 p.m. at City Hall. The following were present: Mayor John Olivarri, Alderman Phyllis Marose, Alderman Richard Ross, Alderman Jeff Bethurem, and Alderman Greg Massey. Absent: Alderman Tom Walker and Alderman Kevin Rucker. Cynthia Lambert, City Clerk, was present and performed the duties of that office.

Mayor's Communications.

Mayor Olivarri had no comments at this time.

Citizens Communications.

No one was present who wished to speak during this portion of the meeting.

Consent Agenda.

Alderman Bethurem moved to approve the Consent Agenda which included the Minutes of the Regular Board Meeting of January 18, 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 18-02 – An Amended 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.

Public Works Director Nick Edelman stated that bids were opened December 19, 2017, with one bid being received. Public Works Director Edelman noted that Vance Brothers, Inc. was the low bidder with a bid amount of \$445,157.40. Public Works Director Edelman stated that this project had originally been bid in August of 2017 with only one bid received from the same bidder in the amount of \$448,242.17. Edelman also noted that the agreement stipulates that work must be completed by May 28, 2018. Public Works Director Edelman noted that this Bill was amended reducing the amount to be paid to \$378,049.40, and once amended the Bill was First Read at the Board of Alderman Meeting of January 4, 2018.

Public Works Director Nick Edelman stated that upon further review and investigation three different options regarding payment under this contract are being recommended to the Board as a 2nd Amendment.

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A motion was made by Alderman Ross to proceed with substitute Bill No. 18-02 as the second amended Bill 18-02. The motion was seconded by Alderman Massey. The following roll call vote was taken to approve substitute Bill 18-02 as second amended Bill 18-02. “Ayes”: Alderman Marose, Alderman Massey, Alderman Ross, and Alderman Bethurem. “Nays”: None. Absent: Alderman Rucker and Alderman Walker.

Mayor Olivarri presented the first reading of the Second Amended Bill No. 18-02 as substituted to become Ordinance 18.02 as Second Amended by title only. It was noted that the Second Amended Bill No. 18-02 to become Ordinance 18.02 as Second Amended had been available for public review.

City Attorney Ed Rucker responded to Alderman Bethurem inquiry regarding how payments would be made under the three different scenarios stipulated in the Second Amended Bill 18-02

Alderman Ross moved to approve the first reading of Bill No. 18-02 as Second Amended on February 1, 2018, to become Ordinance 18.02 as Second Amended. Alderman Marose seconded the motion which was voted on and passed unanimously by a voice vote.

General discussion followed as to how the Cooperative Agreement works with the vendor and various entities.

Alderman Bethurem made a motion to approve the second and final reading of the Second Amended Bill No. 18-02 to become Ordinance 18.02 as Second Amended. Alderman Ross seconded the motion. The following roll call vote was taken to approve the second and final reading of the Second Amended Bill No. 18-02 and to pass same into ordinance: “Ayes”: Alderman Ross, Alderman Bethurem, Alderman Massey, and Alderman Marose. “Nays”: None. Absent: Alderman Walker and Alderman Rucker. The Second Amended Bill No. 18-02 was passed and approved as Ordinance No. 18.02 as Second Amended.

New Business.

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.

Public Works Director Nick Edelman stated that Phase 1 of the reconstruction of the taxiway at Lee C. Fine Memorial Airport had been completed and that this contract was for professional services for Phase 2 of design services only. Public Works Director Edelman stated that the total cost of the agreement was \$171,067.95 with MoDOT paying 90% of the design cost and the City responsible for the remaining 10%. Public Works Director Edelman explained that an independent cost analysis had been required to be completed which showed a significant cost savings for the design project.

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Public Works Director Edelman responded to the inquiry from Alderman Ross regarding how the City would be reimbursed for this project and the timelines of those reimbursements.

Mayor Olivarri presented the first reading of Bill No. 18-05 to become Ordinance 18.05 by title only. It was noted that Bill No. 18-05 to become Ordinance 18.05 had been available for public review.

Alderman Marose moved to approve the first reading of Bill No. 18-05 to become Ordinance 18.05 as presented. Alderman Ross seconded the motion which was voted on and unanimously passed by a voice vote.

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

Alderman Bethurem moved to approve the second and final reading of Bill No. 18-05 to become Ordinance 18.05 as presented. Alderman Massey 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 Ross, Alderman Bethurem, Alderman Massey, and Alderman Marose. Nays”: None. Absent: Alderman Walker and Alderman Rucker. Bill No. 18-05 was passed and approved as Ordinance No. 18.05.

Resolution 2018-01. Support 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.

City Administrator Jeana Woods stated that the CEDS is the economic development vision for maintaining and growing our economic base for the LOCLG region. City Administrator Woods asked the Board to consider their show of support which included action items in support of the plan. City Planner Cary Patterson responded to an inquiry by Alderman Ross regarding an explanation of “placemaking” as set out in the action plan.

Alderman Ross moved to approve Resolution 2018-01 as presented. Alderman Marose seconded the motion, which was voted on and unanimously passed.

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.

City Attorney Ed Rucker stated that the analysis incorporating the Board’s requested itemization and estimation of the impact of the lease on City operations and further research concerning fair market value of the lease had been done. Attorney Rucker

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reviewed impact fees which were calculated along with information regarding fair market value. Alderman Ross thanked City Attorney Ed Rucker for all of his work on this subject and felt the City was now well prepared to negotiate.

A motion was made by Alderman Bethurem to approve the proposed contract terms in a with Cingular Wireless PCS for a Third Amendment to the Pawhuska Township (a/k/a Parkview Bay Passover Road) Water Tower Attachment Lease Agreement. The motion was seconded by Alderman Marose. On a voice vote, the motion passed unanimously.

Motion to Change the Date of the March 15, 2018 Board of Aldermen Meeting to March 22, 2018.

City Administrator Jeana Woods stated that the Lake of the Ozarks CVB Annual Dinner is scheduled for Thursday, March 15, 2018, which conflicts with the 2nd regularly scheduled Osage Beach Board of Aldermen Meeting for the month. City Administrator Woods also noted that by rescheduling the meeting to Thursday, March 22, (no change in time or location), it would still leave a week between the first meeting in April.

A motion was made by Alderman Marose to move the 2nd Board of Alderman Meeting for the month of March from March 15th to March 22nd. The motion was seconded by Alderman Ross. On a voice vote, the motion unanimously passed.

Discussion.

Trash Service Options.

Mayor Olivarri stated the topic of Trash Service Options was brought forward from the Board Meeting of January 18th since not all Board members were present at that time. Mayor Olivarri recommended that since two Board Members are absent tonight that this topic be moved to the February 15th Agenda. A motion was made by Alderman Bethurem to place the Trash Service Options on the February 15, 2018 Agenda. The motion was seconded by Alderman Marose. On a voice vote, the motion passed unanimously.

Communications from Members of the Board of Aldermen.

Alderman Ross thanked Public Works Director Nick Edelman and his staff for the working with MoDOT in fixing the signal light at Walmart so quickly.

Alderman Marose concurred with Alderman Ross and thanked the City Attorney for his work with regard to the Cingular Wireless Lease Agreement.

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Staff Communications.

City Attorney Ed Rucker stated that he had researched the liability concerns raised by the Board during discussions of removal of driveway “bumps” which were created during the last phase of the Parkway West project. City Attorney Rucker stated that to protect the City from liability if the “bumps” were removed, the property owners would need to sign drainage easements which include a waiver for future liability for water issues that may occur with the removal of the “bump”. Rucker stated that it was important that all property owners be treated equally and sign the same form and the easements would be recorded in order to protect the City from future liability.

Police Chief Todd Davis stated that the storm siren at Lazy Days is now operational along with the new siren which had become operational today. Chief Davis thanked Public Works employees for their assistance.

City Planner Cary Patterson thanked the Board for the opportunity to enjoy the annual Employee Appreciation Dinner.

Airport Manager Ty Dinsdale stated that he would be going to Precision Auto on Friday to go over the repair work that had been done on the old jet fuel truck. Airport Manager Dinsdale stated that he was glad to have the new used jet fuel truck in operation while the old one was getting repaired as this January had been the best January ever recorded with 16,000 gallons of fuel sold.

Adjourn.

There being no further business to come before the Board, the meeting adjourned at 6:35 p.m.

I, Cynthia Lambert, 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 February 1, 2018.

Cynthia Lambert, City Clerk

John Olivarri, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
February 15, 2018**

Bills Paid Prior to Board Meeting	112,671.17
Payroll Paid Prior to Board Meeting	118,459.83
SRF Transfer Prior to Board Meeting	
TIF Transfer Dierbergs	
TIF Transfer Prewitt's Pt	
Bills Pending Board Approval	123,353.04
Total Expenses	354,484.04

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
NON-DEPARTMENTAL	General Fund	FAMILY SUPPORT PAYMENT CENTER	Case #81106219	150.00
			Case #31550944	138.46
			Cse #16CMDR00112	173.08
		MO DEPT OF REVENUE INTERNAL REVENUE SERVICE	State Withholding	3,426.00
			Fed WH	8,827.76
			FICA	6,295.40
		ICMA	Medicare	1,472.34
			Loan Repayment	486.42
			Loan Repayment	170.36
			Loan Repayment	182.93
			Retirement 457 &	300.72
			Retirement 457	995.00
			Loan Repayments	211.72
			Loan Repayments	491.03
			Loan Repayments	356.31
			Loan Repayments	304.28
			Loan Repayments	70.11
			Loan Repayments	209.74
			Loan Repayments	16.99
			Loan Repayments	47.57
			Loan Repayments	351.32
			Retirement Roth IRA %	159.66
			Retirement Roth IRA	290.00
		CAMDEN COUNTY ASSOC COURT	OTHER AGENCY CASH BOND	200.00
		HSA BANK	HSA Contribution	75.00
		ONE TIME VENDOR MONITEAU COUNTY CIRCUIT	HSA Family/Dep. Contributi	1,563.00
			MONITEAU COUNTY CIRCUIT CO	550.00
			TOTAL:	27,515.20
Mayor & Board	General Fund	BANKCARD SERV 7564	MEMORIAL GFTS-DINSDALE,MAS	86.36
			TOTAL:	86.36
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	480.05
			Medicare	112.28
			CA GROUP LUNCH - J. WOODS	17.29
		BANKCARD SERV 7564	EMAIL MARKETING ANNUAL REN	459.00
			Retirement 401	479.12
			HSA Contribution	37.50
		ICMA	HSA Family/Dep. Contributi	150.00
		HSA BANK	TOTAL:	1,735.24
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	243.14
			Medicare	56.87
			Retirement 401	217.89
		ICMA	HSA Family/Dep. Contributi	75.00
		HSA BANK	TOTAL:	592.90
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	553.42
			Medicare	129.43
			Retirement 401	545.42
		ICMA	MEALS-INCODE TRAINING-A.WH	130.00
		WHITE, APRIL	HSA Contribution	37.50
		HSA BANK	HSA Family/Dep. Contributi	150.00
			TOTAL:	1,545.77
Municipal Court	General Fund	WASHBURN, WILLIAM F	JAN MUNICIPAL COURT JUDGE	1,763.17

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	FICA	78.13
			Medicare	18.27
		ICMA	Retirement 401	80.37
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	2,014.94
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	323.28
			Medicare	75.61
		ICMA	Retirement 401	316.13
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	790.02
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	405.49
			Medicare	94.83
		ICMA	Retirement 401	402.36
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHON	160.42
		BANKCARD SERV 7663	PHONE CASE	16.24
			FLASH MULTI MEMORY CARD RE	18.39
			RETURN PHONE CASE	16.24
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	187.50
			TOTAL:	1,306.49
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT CITY HALL 12/12-1/15	11.24
			CITY HALL 12/12-1/15/18	3,947.36
		ALLIED SERVICES LLC	TRASH SERV 2/1-2/28/18	139.47
		INTERNAL REVENUE SERVICE	FICA	50.92
			Medicare	11.91
		TRACEY OLIVER DBA KEEPING CONDOS CLEAN	CITY HALL JANITORIAL SERV	1,380.75
		BANKCARD SERV 7663	PARTS FOR HUMIDIFIERS	126.22
		SUMMIT NATURAL GAS OF MISSOURI INC	SERV 12/15-1/15/18	921.93
			TOTAL:	6,589.80
Parks	General Fund	ALLIED SERVICES LLC	TRASH SERV 2/1-2/28/18	80.15
		INTERNAL REVENUE SERVICE	FICA	261.11
			Medicare	61.06
		ICMA	Retirement 401	256.76
		AT&T MOBILITY-CELLS	PARK CELL PHONE	120.24
		AMEREN MISSOURI	PARK DISPLAY C 12/12-1/17/	12.69
			PARKDISPLAY D 12/12/17-1/1	11.24
			PARK BALL FIELDS 12/12-1/1	1,068.33
			PARK DISPLAY B 12/12-1/16/	14.23
			PARK DISPLAY A 12/12-1/16/	11.24
			PARK IRRGPUMP 12/12/17-1/1	12.35
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	75.00
		BANKCARK SERV 3539	IGNITION SWITCH FOR BOAT	33.45
			PLAYGROUND MAINT TOOL	164.95
			HAMMER DRILL	184.00
			TOTAL:	2,441.80
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	136.38
			Medicare	31.89
		BANKCARD SERV 7564	SURVEY MONKEY RENW 12/17-1	360.00
		ICMA	Retirement 401	137.79
		BANKCARD SERV 7663	DECORATION WINNER LUNCH	184.59

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	925.65
Overhead	General Fund	AT & T/CITY HALL	SERV 1/5-2/4/18	1,901.59
		BANKCARD SERV 7564	2018 BUDGETS	1,011.98
		CHARTER COMMUNICATIONS HOLDING CO LLC	FEB SERVICE	51.18
			TOTAL:	2,964.75
Police	General Fund	ROBINETT, TRACY	MILEAGE REIMB 1/12-1/18/18	13.08
		INTERNAL REVENUE SERVICE	FICA	2,760.33
			Medicare	645.58
		ICMA	Retirement 401	2,762.78
		AT&T MOBILITY-CELLS	POLICE DEPT CELL PHONE	43.50
		BANKCARD SERV 0833	IAPE MEMB RENEWAL - KING,	50.00
			MPCA RENEWAL - ODAY, M.	77.25
			NOTARY FILING - MORLEY, D	26.25
			MPR/LOCALGOVU TRAININGS	63.00
			DET 2 & 3 VEHICLE REGISTRA	114.50
			CHIEF WASH CLUB RENEWAL	26.00
			TRANSUNION INQUIRY	25.00
			BLUE BOOK LAW ENF DIRECTOR	12.48
			MAGNETIC PICTURE FRAMES	116.87
		XEROX CORPORATION DBA XEROX FINANCIAL	SERV 1/1-1/31/18	146.00
		HSA BANK	HSA Contribution	112.50
			HSA Family/Dep. Contributi	1,350.98
			TOTAL:	8,346.10
911 Center	General Fund	INTERNAL REVENUE SERVICE	FICA	705.71
			Medicare	165.05
		PETTY CASH	NOTARY SWEAR IN - J. FRYER	3.00
			NOTARY SWEAR IN - S. OWENS	3.00
			NOTARY SWEAR IN - L. MCDON	3.00
			NOTARY SWEAR IN - K. ASANT	3.00
			NOTARY SWEAR IN - W.FOSTER	7.00
		ICMA	Retirement 401	669.07
		MO STATE HWY PATROL	MULES CHARGES JAN-MAR 2018	210.00
		CHARTER COMMUNICATIONS HOLDING CO LLC	FEB SERVICE	99.98
			FEB SERVICE	25.59
		BANKCARD SERV 0833	BLUE BOOK LAW ENF DIRECTOR	12.47
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	299.02
			TOTAL:	2,280.89
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	189.72
			Medicare	44.37
		ICMA	Retirement 401	188.05
		HSA BANK	HSA Family/Dep. Contributi	112.50
			TOTAL:	534.64
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	107.72
			Medicare	25.19
		ICMA	Retirement 401	106.83
		AT&T INTERNET/IP SERVICES	SERV 1/19-2/18/18	1,328.91
			SERV 1/19-2/18/18 CH	2,540.25
			SERV 12/5-2/4/18	128.97
			SERV 1/19 - 2/18/18	939.92

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CHARTER COMMUNICATIONS HOLDING CO LLC	FEB SERVICE	288.81
		AT&T MOBILITY-CELLS	SERV 12/13-1/12/18	0.81
			IT DEPT CELL PHONE	41.83
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	5,584.24
Economic Development	General Fund	WOODS, JEANA	MEALS-MEDC CONF-J. WOODS	40.00
		BANKCARD SERV 7564	2018 MEDC CONF - J. WOODS	170.00
			TOTAL:	210.00
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	388.13
		INTERNAL REVENUE SERVICE	Fed WH	979.19
			FICA	878.20
			Medicare	205.37
		ICMA	Retirement 457 &	330.30
			Retirement 457	213.21
			Loan Repayments	27.86
			Loan Repayments	33.64
			Retirement Roth IRA	57.55
		HSA BANK	HSA Contribution	33.50
			HSA Family/Dep. Contributi	301.56
			TOTAL:	3,448.51
Transportation	Transportation	ALLIED SERVICES LLC	TRASH SERV 2/1-2/28/18	37.47
		INTERNAL REVENUE SERVICE	FICA	878.21
			Medicare	205.40
		ICMA	Retirement 401	847.80
		BANKCARD SERV 5106	HOTEL - J. PATTERSON	201.60
			HOTEL - D. HAYES	201.60
			PEST APP TRAINING-J. PATTE	95.00
			PEST APP TRAINING-R. LONG	95.00
			HOLE PUNCH	7.43
		PETTY CASH	STREET DEPT TRUCK WASH	40.00
			STREET DEPT TRUCK WASH	5.00
			JERSEY GLOVES	6.09
			STREET DEPT TRUCK WASH	15.00
			STREET DEPT TRUCK WASH	10.00
			STREET DEPT TRUCK WASH	5.00
			STREET DEPT TRUCK WASH	30.00
		CARD SERVICES 0248	SPREADER STAND TRUCK 59	43.98
			GREASE GUN	169.99
			FILTER WRENCH STRAP	7.49
			DIESEL FUEL SUPP PWR SVC	84.95
			2 TRAY SERVICE CART	27.98
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONE	60.99
		TRACEY OLIVER DBA KEEPING CONDOS CLEAN	TRANS JANITORIAL SERV	270.30
		AMEREN MISSOURI	5757 CHAPEL DR 12/13-1/16/	266.75
		AMEREN MISSOURI	792 PASSOVER LTS 12/12-1/1	98.36
			1075 NICHOLS LTS 12/13-01/	175.50
			872 PASSOVER LTS 12/12-1/1	106.63
			680 PASSOVER LTS 12/12-1/1	74.98
			MAINT SALT BLDG 12/6-1/9/1	13.54
		HSA BANK	HSA Contribution	87.75
			HSA Family/Dep. Contributi	324.75
			TOTAL:	4,494.54

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE INTERNAL REVENUE SERVICE	State Withholding	335.79
			Fed WH	839.00
		ICMA	FICA	717.03
			Medicare	167.69
			Retirement 457 &	62.16
			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
			HSA Contribution	8.25
		HSA BANK	HSA Family/Dep. Contributi	53.46
			TOTAL:	2,510.64
		ALLIED SERVICES LLC INTERNAL REVENUE SERVICE	TRASH SERV 2/1-2/28/18	37.47
			FICA	717.04
		ICMA	Medicare	167.69
			Retirement 401	711.18
			LIEN RELEASE	25.00
			SAND BLASTER	189.95
			HOTEL - C. DEVORE	201.60
			PHONE CASE - L. DUNHAM	15.51
			HOLE PUNCH	7.43
			STAMPS	9.80
			JERSEY GLOVES	6.09
			POSTAGE FOR WATER DEPT	12.89
			STRAW FOR METER PITS	90.00
Water	Water Fund	CARD SERVICES 0248	INS BIBS LEIGH, T.	73.59
			WATER DEPT CELL PHONE	167.24
		AT&T MOBILITY-CELLS TRACEY OLIVER DBA KEEPING CONDOS CLEAN AMEREN MISSOURI AMEREN MISSOURI	WATER JANITORIAL SERV	270.31
			5757 CHAPEL DR 12/13-1/16/	266.74
			PARKVIEW WELL 12/12-1/15/1	304.18
			BLUFF TOWER 12/10-1/9/18	1,899.03
			COLLEGE WELL 12/5-1/8/18	1,412.89
			COLUMBIA WELL 12/12-1/15/1	1,394.04
			COLUMBIA COLG TWR 12/12-1/	239.97
			MILEAGE REIMB 1/17-1/23/18	27.25
			HSA Contribution	12.37
			HSA Family/Dep. Contributi	324.01
			DRUM PUMP	468.42
		BANKCARK SERV 3539 PATTERSON, JOHN CARLSON, CHAD STOUFER, TOMMIE L	MILEAGE REIMB 1/10-1/16/18	100.28
			MILEAGE REIMB 1/17-1/23/18	49.05
			MILEAGE REIMB 1/24-1/30/18	112.49
			TOTAL:	9,313.51
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE INTERNAL REVENUE SERVICE	State Withholding	508.08
			Fed WH	1,267.31
		ICMA	FICA	954.55
			Medicare	223.25
			Retirement 457 &	54.55
			Retirement 457	128.52
			Loan Repayments	21.11
			Loan Repayments	49.94
			Loan Repayments	34.65

11

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement Roth IRA	56.35
		HSA BANK	HSA Contribution	8.25
			HSA Family/Dep. Contributi	350.31
			TOTAL:	3,656.87
Sewer	Sewer Fund	ALLIED SERVICES LLC	TRASH SERV 2/1-2/28/18	37.47
		INTERNAL REVENUE SERVICE	FICA	954.53
			Medicare	223.22
		ICMA	Retirement 401	947.59
		BANKCARD SERV 5106	SAND BLAST CABINET	855.00
			HOTEL - R. BRUEWER	187.36
			PHONE CASE - L. DUNHAM	15.50
			HOLE PUNCH	7.42
		PETTY CASH	JERSEY GLOVES	6.09
		CARD SERVICES 0248	BIBS DUNHAM, BRUEWER, STOU	185.57
			COUPLINGS, BUSHING, ELBOWS	33.09
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONE	219.48
		TRACEY OLIVER DBA KEEPING CONDOS CLEAN	SEWER JANITORIAL SERV	270.31
		EARP, NATHAN	MILEAGE REIMB 1/17-1/23/18	117.72
		STARK, CHAD	MILEAGE REIMB 1/24-1/31/18	55.59
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,445.93
			4631 WINDSOR DR 12/12-1/15	11.24
			5757 CHAPEL DR 12/13-1/16/	13.03
			5757 CHAPEL DR 12/13-1/16/	266.74
			PA HE TSI 12/6-1/9/18	12.35
			1089 OB RD 12/12-1/15/18	11.67
			5707 OB PKWY 12/12-1/15/18	12.69
			GRINDER PUMPS & LIFT STATI	2,429.26
			GRINDER PUMPS & LIFT STATI	5,063.12
		HSA BANK	HSA Contribution	49.88
			HSA Family/Dep. Contributi	476.24
			TOTAL:	14,908.09
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	332.00
		INTERNAL REVENUE SERVICE	Fed WH	778.28
			FICA	707.45
			Medicare	165.46
		ICMA	Retirment 457 &	58.15
			Retirement 457	15.00
			Loan Repayments	122.24
		LACLEDE COUNTY CIRCUIT CLERK	Case No. #11LA-AC00632	89.60
			Case No,. 14LA-AC00228	80.64
		HSA BANK	HSA Family/Dep. Contributi	125.00
		WPS MEDICARE PART B	AMB REFUND OF OVERPAYMENT	341.30
		ONE TIME VENDOR PRICE & RANDLE INJRY A	PRICE & RANDLE INJRY ATTOR	4.00
			TOTAL:	2,819.12
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	707.45
			Medicare	165.46
		LAKE REGIONAL HEALTH SYSTEM	T. SWEEZAR & V. FIORDIMOND	16.00
		ICMA	Retirement 401	555.29
		CHARTER COMMUNICATIONS HOLDING CO LLC	FEB SERVICE	25.59
		AT&T MOBILITY-CELLS	AMB DEPT CELL PHONE	81.50
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	150.00
			TOTAL:	1,776.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE INTERNAL REVENUE SERVICE ICMA	State Withholding	78.00
			Fed WH	166.45
			FICA	244.38
			Medicare	57.16
			Retirement 457	89.00
			Loan Repayments	38.55
			TOTAL:	673.54
Lee C. Fine Airport	Lee C. Fine Airpor	ALLIED SERVICES LLC INTERNAL REVENUE SERVICE ICMA DISH NETWORK HSA BANK	TRASH SERV 2/1-2/28/18	34.38
			FICA	244.38
			Medicare	57.16
			Retirement 401	243.10
			SERV 1/29-2/29/18	79.03
			HSA Contribution	37.50
			HSA Family/Dep. Contributi	120.00
			TOTAL:	815.55
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE INTERNAL REVENUE SERVICE ICMA	State Withholding	73.00
			Fed WH	134.01
			FICA	177.15
			Medicare	41.43
			Retirement 457	30.00
			TOTAL:	455.59
Grand Glaize Airport	Grand Glaize Airpo	ALLIED SERVICES LLC INTERNAL REVENUE SERVICE ICMA HSA BANK	TRASH SERV 2/1-2/28/18	34.38
			FICA	177.15
			Medicare	41.43
			Retirement 401	178.67
			HSA Family/Dep. Contributi	180.00
			TOTAL:	611.63
Non-Departmental	TIF - Prewitt's Po	UMB BANK NA	PREWITTS POINT TIF 7/1-12/	1,722.50
			TOTAL:	1,722.50

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

10	General Fund	65,464.79
20	Transportation	7,943.05
30	Water Fund	11,824.15
35	Sewer Fund	18,564.96
40	Ambulance Fund	4,595.41
45	Lee C. Fine Airport Fund	1,489.09
47	Grand Glaize Airport Fund	1,067.22
60	TIF - Prewitt's Point	1,722.50

 GRAND TOTAL: 112,671.17

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	JANUARY 2018 SALES TAX	1.36
			TOTAL:	1.36
Mayor & Board	General Fund	CAMDENTON AREA CHAMBER OF COMMERCE	R. ROSS	15.00
			TOTAL:	15.00
City Administrator	General Fund	CAMDENTON AREA CHAMBER OF COMMERCE	J. WOODS & M. WELTY	30.00
			TOTAL:	30.00
City Clerk	General Fund	MILLER CO CLERK	ELECTION COST	719.20
		DH PACE COMPANY INC DBA	CUT KEYS	28.33
		AMAZON CAPITAL SERVICES INC	DELL DRUM KIT	156.81
			DELL DRUM KIT	89.99
			TOTAL:	994.33
City Treasurer	General Fund	STAPLES BUSINESS ADVANTAGE	FILE FOLDERS, FILE BOXES, T	33.15
			TONER	160.47
			TOTAL:	193.62
Building Inspection	General Fund	MO VOCATIONAL ENTERPRISES	FLAT PLATE	21.38
		O'REILLY AUTOMOTIVE STORES INC	ANTIFREEZE	12.99
		INTERNATIONAL CODE COUNCIL INC	PERMIT TECH STUDY COMPANIO	48.00
			TOTAL:	82.37
Building Maintenance	General Fund	RC SHORT FLOOR CARE	PD QUARTERLY FLOOR CARE	335.00
		PRAIRIEFIRE COFFEE & ROASTERS	CH JAN WATER COOLER RENTAL	38.51
			CH FEB WATER COOLER RENTAL	38.51
		BEISHIR LOCK & SECURITY	FRONT DOOR LOCKS	2,495.03
		STAPLES BUSINESS ADVANTAGE	CLOCK	5.44
		CROWN LINEN SERVICE INC	CH FLOOR MATS	29.79
		CLIFFORD POWER SYSTEMS	REPAIR CITY HALL GENERATOR	1,846.66
			TOTAL:	4,788.94
Parks	General Fund	EZARDS	FASTENERS FOR PARK RESTROO	6.90
			PLUMBERS PUTTY	2.79
		MEEKS BUILDING CENTER	PART FOR PARK RESTROOM	5.29
		TALLMAN COMPANY	NEW FAUCET FOR PARK RESTRO	1,020.93
		SHERWIN-WILLIAMS	PARK BATHROOM REMODEL	230.25
			PARK RESTROOM REMODEL	126.39
			PARK RESTROOM REMODEL	60.39
		BSN SPORTS	PLAYER BENCH REPAIRS	33.00
		CHASE CO INC	FLOOR BUFFER FOR PARK REST	115.00
		DH PACE COMPANY INC DBA	PARK WELL HOUSE REPLCMNT L	800.40
		METRO MARBLE AND GRANITE OF COLUMBIA L	PARK BATHROOM COUNTERS	2,525.00
			TOTAL:	4,926.34
Human Resources	General Fund	LAKE REGIONAL OCCUPATIONAL MEDICINE	PRE-EMPLOYMENT TESTING	60.00
			POST ACCIDENT TESTING	135.00
			FIT FOR DUTY	60.00
			DOT PHYSICAL	70.00
		LAKE REGIONAL HEALTH SYSTEM	POST ACCIDENT SCREENING	93.00
			POST ACCIDENT SCREENING	93.00
		TAN TAR A STATE ROAD LLC DBA TAN TAR A	EMPLOYEE APPRECIATION PART	4,675.73
		CAMDEN COUNTY HEALTH DEPARTMENT	VACCINATIONS	100.00
		STAPLES BUSINESS ADVANTAGE	WHITEBOARD, EXPO, PINS, CA	72.80
			2018 CALENDAR	6.10

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
TOTAL:				5,365.63
Police	General Fund	LEON UNIFORM CO INC	UNIFORM - K. LOWE	14.00
			UNIFORM - SKINNER	317.87
			UNIFORM - SHELTON	290.90
		O'REILLY AUTOMOTIVE STORES INC	PD-22 K9 DOG RELEASE SPRIN	33.47
		LAKE CLEANERS INC DBA DAMSEL DRY CLEAN	PATCHES, PANT REPAIR-J. SHE	31.00
		CAMDENTON AREA CHAMBER OF COMMERCE	T. DAVIS	15.00
		VOSS SIGNS LLC	NO PARKING POLICE ORDER SI	119.00
		HEDRICK MOTIV WERKS LLC	TIRE PATCH - PD 32	20.00
			PD-22	30.00
			OIL CHANGE, TIRE ROTATE-PD	65.00
		MO PEACE OFFICERS ASSOC	2018 MEMBERSHIP DUES	575.00
		KWIK KAR WASH DETAIL LUBE	CAR WASH PD-19	15.00
		MCLARTY JCFO LLC DBA	RECALL WORK CAR 31	381.81
		STAPLES BUSINESS ADVANTAGE	CALENDAR	15.03
TOTAL:				1,923.08
Information Technology	General Fund	AOS, LLC	MERAKI NETWORK INSTALLATIO	11,155.00
			DOMAIN MIGRATION	16,270.00
TOTAL:				27,425.00
Economic Development	General Fund	GILMORE & BELL PC	OB COMMONS TIF	1,575.00
TOTAL:				1,575.00
Transportation	Transportation	EZARDS	GRAB HOOK FOR SHOP	11.18
			PARTS FOR SALT SPREADER 59	7.99
		MEEKS BUILDING CENTER	SIGN POST ON THREE SEASONS	13.19
		FASTENAL CO	PART FOR SALT SPREADER 59	4.69
			PART FOR SALT SPREADER 66	48.00
		FORKLIFTS OF CENTRAL MO INC	HYDRO LEAK REPAIR ON BOBCA	269.59
		ARAMARK UNIFORM & CAREER APPAREL GROUP	TRANS DEPT UNIFORMS	45.59
			TRANS DEPT FLOOR MATS	9.26
		GB MAINTENANCE SUPPLY	PAPER TOWELS & TP	30.96
		O'REILLY AUTOMOTIVE STORES INC	BULB FOR TRUCK 54	5.45
			BULBS FOR TRUCK 53	19.30
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE & TEA	32.58
		CAMDEN COUNTY RECORDER OF DEEDS	MACE RD LAND PURCHASE	2.00
			MACE RD EASEMENT	3.00
		STOCKMAN CONSTRUCTION	CEDAR VILG STORM DRAIN IMP	11,535.00
		MAGRUDER LIMESTONE CO INC	GRAVEL FOR MACE RD	187.54
		ELLIS BATTERY SPECIALISTS LLC	BATTERY FOR TRUCK 69	87.95
		BISHOP'S AUTO GLASS LLC	NEW WINDSHIELD TRUCK 50	290.00
		STAPLES BUSINESS ADVANTAGE	COPY PAPER, PENS, MARKERS, ST	30.14
		REINHOLD ELECTRIC INC	PROGRAM & ADJUST TRAFFIC C	1,685.00
		HARRY COOPER SUPPLY CO	MACE RD SEWER RELOCATE PAR	173.46
TOTAL:				14,491.87
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	JANUARY 2018 SALES TAX	3,021.83
TOTAL:				3,021.83
Water	Water Fund	MARK'S MOBILE GLASS, INC	NEW WINDSHIELD 2012 FORD F	381.59
		WATER ENVIRONMENT FEDERATION	2018 MEMBERSHIP DUES-E. HI	83.50
			2018 MEMBERSHIP DUES-C.CAR	100.00
		FORKLIFTS OF CENTRAL MO INC	HYDRO LEAK REPAIR ON BOBCA	269.59
		ARAMARK UNIFORM & CAREER APPAREL GROUP	WATER DEPT UNIFORMS	35.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				16
			WATER DEPT FLOOR MATS	9.26
		GB MAINTENANCE SUPPLY	PAPER TOWELS & TP	30.96
		MO RURAL WATER ASSC	2018 MEMBERSHIP DUES	650.00
		POSTMASTER	FEB 2018 UTILITY BILL POST	410.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE & TEA	32.58
		CORE & MAIN LP	PARTS FOR WELLS	689.01
			REGULATORS	732.00
		STAPLES BUSINESS ADVANTAGE	COPY PAPER, PENS, MARKERS, ST	30.13
		SEILER INSTRUMENT & MFG CO INC	2 TRIMBLE RECEIVERS	2,454.00
		SIDENER ENVIRONMENTAL SERVICES INC	FLUORIDE	75.45
			TOTAL:	5,983.87
Sewer	Sewer Fund	EZARDS	GREAT STUFF	9.18
		WATER ENVIRONMENT FEDERATION	2018 MEMBERSHIP DUES-E. HI	83.50
			2018 MEMBERSHIP DUES-C. ST	100.00
		RP LUMBER INC	STOCK CHAIN	279.98
		FASTENAL CO	PART FOR PUMP REBUILD	1.00
		FORKLIFTS OF CENTRAL MO INC	HYDRO LEAK REPAIR ON BOBCA	269.60
		ARAMARK UNIFORM & CAREER APPAREL GROUP	SEWER DEPT UNIFORMS	57.28
			SEWER DEPT FLOOR MATS	9.26
		GB MAINTENANCE SUPPLY	PAPER TOWELS & TP	30.97
		MO RURAL WATER ASSC	2018 MEMBERSHIP DUES	650.00
		POSTMASTER	FEB 2018 UTILITY BILL POST	410.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE & TEA	32.59
		BUTLER SUPPLY CO	FUSE FOR STATION 292	176.90
		LOYD'S ELECTRIC SUPPLY INC	SOFT STARTS	5,280.69
		CORE & MAIN LP	PARTS FOR 42 RV PARK	163.87
		STAPLES BUSINESS ADVANTAGE	COPY PAPER, PENS, MARKERS, ST	30.13
		SEILER INSTRUMENT & MFG CO INC	2 TRIMBLE RECEIVERS	2,454.00
		CLIFFORD POWER SYSTEMS	REPAIR GENERATOR KK 1-A	1,694.24
			REPAIR GENERATOR KK 1A	1,347.24
			REPAIR GENERATOR KK 4-9	1,082.39
			REPAIR GENERATOR KK 3-7	925.64
			NEW VOLTAGE REGULATOR-TRAI	1,089.33
			TOTAL:	16,177.79
Ambulance	Ambulance Fund	TARGETSOLUTIONS LEARNING LLC	CENTRELEARN LMS WITH CONTE	659.45
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	424.26
			MEDICAL SUPPLIES	115.68
			MEDICAL SUPPLIES	140.55
			MEDICAL SUPPLIES	305.97
			MEDICAL SUPPLIES	83.60
			MEDICAL SUPPLIES	210.99
			MEDICAL SUPPLIES	36.87
		PINNACLE EMERGENCY VEHICLES LLC	LOCKING CABINET FOR AMBULA	1,963.42
			TOTAL:	3,940.79
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	JANUARY 2018 SALES TAX	763.73
			TOTAL:	763.73
Lee C. Fine Airport	Lee C. Fine Airpor	GB MAINTENANCE SUPPLY	PAPER TOWELS	25.54
		NAEGLER OIL CO	LCF JET FUEL	20,212.54
			LCF EQUIP CHRNG & SATELLITE	46.00
		O'REILLY AUTOMOTIVE STORES INC	MOTOR OIL	27.99
			BATT CLAMPS	12.49
		CRAWFORD, MURPHY & TILLY INC	LCF SPEC SERV-10/28-12/31/	5,071.19

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		DBT TRANSPORTATION SERVICES LLC	NAVAID QUART LOC 2/1-4/30/	2,600.00
		BURNS & MCDONNELL ENGINEERING COMPANY	ENG SERV FOR LCF TAXIWAY P	3,000.00
			TOTAL:	30,995.75
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	GG EQUIP CHRG & SATELLITE	46.00
		HEDRICK MOTIV WERKS LLC	REPAIR TO GG FUEL TRUCK	211.59
		GENESIS LAMP CORPORATION	LAMP BULBS & SOCKETS	338.23
		O'REILLY AUTOMOTIVE STORES INC	ENG HEATER, TEST LEADS, ISO	60.92
			TOTAL:	656.74

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

10	General Fund	47,320.67
20	Transportation	14,491.87
30	Water Fund	9,005.70
35	Sewer Fund	16,177.79
40	Ambulance Fund	3,940.79
45	Lee C. Fine Airport Fund	31,759.48
47	Grand Glaize Airport Fund	656.74

GRAND TOTAL: 123,353.04

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-0528 Fax
www.osagebeach-mo.gov



17 A
Planning Dept: _____
Sewer Dept: _____
License #: _____

LIQUOR LICENSE APPLICATION

Date of Application: 1-31-18 Date Application Received: _____
Name of Establishment: L.O.T.O. LIVE LLC
Mailing Address: 5180 Osage Beach, MO 65065
Applicant Name: L.O.T.O. LIVE LLC Jamie Sopoci
(As it is to appear on license. If corporation, name of corporation and managing officer)

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

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

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

* If applying for a Caterer or a Picnic license, describe the event in detail and provide the name, location, time and date of the event.

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 02/15/18Originator: *(Name/Title)* Nicholas Edelman, Public Works DirectorDate Submitted: 02/05/18**Agenda Item Title:**

Bill 18-07 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute contract AE0B18-005 with Bartlett & West, Inc. for the Mace Road Phase 2 Improvements.

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

Motion to Approve

☒First Reading of Bill # 18-07☐

Second Reading of Bill # _____

☐

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: 20-00-773100 EngineeringFY18 Budgeted Amount: \$ 330,000.00Expenditures to Date 02/05/18 : (\$ 0)Available: \$ 330,000.00Requested Amount: \$ 213,000.00Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 18.07, Contract, Aerial Map

Department Comments and Recommendation:

We are in the process of getting Mace Road Phase 1 out for bid. We would like to start the engineering for Phase 2. This work is shown on the attached map. It will begin where Phase 1 finishes and end at Osage Beach Parkway. This project will have curb and gutter, sidewalks, and enclosed storm drainage. This project will repair the unsuitable sub grade that we are experiencing on this roadway.

Bartlett & West was selected as best qualified to complete this work. They are currently working on Phase 1 and we have had good results.

We budgeted \$225,000 for this project. We have negotiated out this contract for \$213,000. We believe this is a reasonable price to complete this job.

City Staff will be negotiating with the property owners for the right of way and easements on this project.

The Public Works Department recommends approval of this bill.

City Administrator Comments and Recommendation:

There are three projects budgeted under 20-00-773100 Engineering; Mace Road Ph 2 Engineering was budgeted at \$225,000.

I concur with the Public Works Director's recommendation.

BILL NO. 18-07

ORDINANCE NO. 18.07

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT AEOB18-005 WITH BARTLETT & WEST, INC. FOR THE MACE ROAD PHASE 2 IMPROVEMENTS.

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 Bartlett & West, 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 Two Hundred Thirteen Thousand Dollars (\$213,000.00).

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No. 18.07 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. 18.07.

Date

John Olivarri, Mayor

ATTEST:

Cynthia Lambert, City Clerk

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, **2018** by and between the City of Osage Beach Missouri hereinafter referred to as “City” and **Bartlett & West, Inc.**, hereinafter referred to as “Engineer.”

WITNESSETH:

WHEREAS, City requires the services of Engineer in connection with the following improvement: **Mace Road Improvements**; and,

WHEREAS, City desires to enter into an Agreement with Engineer to perform Consulting services as aforementioned; and,

WHEREAS, Engineer represents that the firm is equipped, competent, and able to undertake such an assignment;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

ARTICLE I – SCOPE OF SERVICE TO BE PROVIDED BY THE ENGINEER:

Engineer, upon receipt of written notice from the City that this Agreement has been approved, will furnish the necessary engineering and related services as stipulated in the attached proposal from the Engineer in Exhibit A, attached, dated **February 2, 2018**, page 1 through page 8.

ARTICLE II - ADDITIONAL SERVICES:

The City reserves the right to request additional work, based on changed or unforeseen conditions which require changes and work beyond the scope of this Agreement. In this event, a Supplement to this Agreement shall be executed prior to performing the additional changed work or incurring any additional cost therefor. Any change in compensation will be covered in the Supplement.

ARTICLE III - SCOPE OF SERVICES TO BE PROVIDED BY THE CITY:

The City agrees to furnish information and have work done without cost to the Engineer as follows:

1. Make available to the Engineer existing records, maps, plans, and other data possessed by City when such are necessary, advisable or helpful to the Engineer in the completion of his work under this Agreement. The City shall furnish a copy of property ownership information from City tax records.

2. Provide all necessary title work, deeds, plats, etc. as required for the completion of the project and the preparation of the right-of-way and easement plans and descriptions.
3. Provide Standard City forms and/or standard plans as required including contractual sections for bid document.
4. Pay publishing costs for advertisements of notices, public hearings, request for bids, and other similar items. Pay for all permits and licenses that may be required by local, state or federal authorities. Secure the necessary land, easements and right-of-way required for the project.
5. Designate a representative who will serve as their primary point of contact and who will be authorized to act for and on behalf of the City throughout completion of the services covered by this Agreement.
6. Examine all studies and drafts developed by the Engineer, obtain reviews by other agencies involved and render decisions thereon in a prompt manner so as not to delay the Engineer.

ARTICLE IV - PERIOD OF SERVICE:

The Engineer will commence work within two (2) weeks after receiving Notice to Proceed from the City. The service duration is assumed to be 30 months, unless terminated sooner.

ARTICLE V - PROGRESS SCHEDULE:

The contracting parties agree that time is of the essence. Each month the Engineer shall submit a Progress Report to the City. The Progress Report will be in the form of either a bar graph or a Critical Path Method (CPM) Schedule. It shall include scheduled periods for each of the elements into which the Engineer's work is divided. Each work element shall be assigned a percentage of the total work upon which progress can be computed for interim payments. The total percentage completed shall be shown. The schedule periods shall also include a time allowance for review and approvals by the City. (Assume three (3) weeks review time for City on each submittal).

ARTICLE VI - COVENANT AGAINST CONTINGENT FEES:

The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement and that he 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 City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement the price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee plus reasonable attorney's fees.

ARTICLE VII - SUBLETTING ASSIGNMENT:

No portion of the work covered by this Agreement, except as provided herein, shall be sublet or transferred without the written consent of the City. The subletting of the work shall in no way relieve the Engineer of its primary responsibility for the quality and performance of the work.

ARTICLE VIII - PROFESSIONAL ENDORSEMENT:

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work.

ARTICLE IX – STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances.

If, during the two year period following completion of the Services under the applicable Request for Services, it is shown there is an error in the Services caused by Engineer's failure to meet such standards, Engineer shall re-perform, at no additional cost to the City, such Services as may be necessary to remedy such error.

Engineer shall have no liability for defects in the Services attributable solely to Engineer's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by the City or third parties retained by the City.

ARTICLE X – INDEMNIFICATION

Engineer shall indemnify and hold the City harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) for bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence or willful misconduct of Engineer.

ARTICLE XI – INSURANCE

Engineer shall purchase and maintain such insurance as will protect itself against loss from its alleged or actual liability to satisfy those claims which are set forth below and which may arise out of or result from Engineer's operations under the Agreement, whether such operations be by itself or by anyone for whose acts it may be liable:

Workers' Compensation and/or all other social insurance in accordance with the statutory requirements of the state, province, or country having jurisdiction over Engineer's employees who are engaged in the Services, with Employer's Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

Commercial General Bodily Injury and Property Damage Liability insurance, and Automobile Liability insurance including owned, non--owned, or hired vehicles, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability. Such policies shall include Contractual Liability coverage. Engineer agrees to name the City as Additional Insured on such policies, but only to the extent of Engineer's negligence under this Agreement and only to the extent of the insurance limits specified herein.

Commercial General Bodily Injury and Property Damage Liability insurance, and Automobile Liability insurance including owned, non--owned, or hired vehicles, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability. Such policies shall include Contractual Liability coverage. Engineer agrees to name the City as Additional Insured on such policies, but only to the extent of Engineer's negligence under this Agreement and only to the extent of the insurance limits specified herein.

Professional Liability insurance with limits of \$2,000,000 in the aggregate covering Engineer against all sums, which Engineer may become legally obligated to pay on account of any professional liability arising out of the performance of this Agreement.

Engineer agrees to provide the City with certificates of insurance evidencing the above described coverage prior to the start of Services, and annually thereafter, if required by the City. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to the City in the event of cancellation, non-renewal, or reduction in limits by endorsement.

ARTICLE IX - MISCELLANEOUS PROVISIONS:

The following miscellaneous provisions are agreed to by both parties to this Agreement.

1. Inspection of Documents.
The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this Agreement and to the project covered by this Agreement, for a period of not less than three (3) years following final payment. An authorized representative of the City shall have access to the records for inspection, during regular working hours at the Engineer's place of business.
2. Conferences, Visits to Site, Inspection of Work.

A representative of the City shall have the privilege of inspecting and reviewing the work being done by the Engineer and consulting with its staff at any time. Conferences are to be held at the request of the City or the Engineer.

3. Accuracy of Work. The Engineer shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Engineer without additional compensation. Acceptance of the work by the City will not relieve the Engineer of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities during construction. The Engineer shall give immediate attention to these revisions or corrections so there will be a minimum of delay to the project or to the contractor.
4. Relationship with Others. The Engineer shall cooperate fully with engineers on adjacent projects, municipalities, local government officials, public utility companies, and others as may be directed by the City. This shall include attendance at meetings, discussions and hearings, as may be requested by the City; furnishing plans and other data as may be requested from time to time by the City, and compliance with all directives issued by the City.
5. Ownership of Documents. Plans, electronic data, and maps and specifications prepared under this Agreement shall be delivered to and become the property of the City upon termination or completion of work. Basic survey notes, design computations and other data prepared under this Agreement shall be made available to the City upon request. All such information produced under this Agreement shall be available for use by the City without restriction or limitation on its use. If the City incorporates any portion of the work into a project other than that for which it was performed, the City shall save the Engineer harmless from any claims and liabilities resulting from such use.
6. Termination. Engineer or the City may terminate this Agreement by giving written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which City or Engineer may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, flier, lists, and all other City materials must be delivered and returned by the Engineer to the City within 15 calendar days of the demand of the City.

If the Agreement is terminated due to the Engineer's service being unsatisfactory in the judgment of the City, or if the Engineer fails to prosecute the work with due diligence, the City may procure completion of the work in such manner as it deems to be in the best interest of the City. The Engineer will be responsible for any excess cost in addition to that provided for in this agreement or any damages the City may sustain by reason of the termination of this Agreement due to unsatisfactory performance or prosecution.

7. Successors and Assigns. The City and the Engineer each bind themselves, their successors, executors, administrators, and assigns to the other party to this Agreement, and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.
8. Compliance with Laws. The Engineer shall keep itself fully informed of all existing and current regulations of the City, State, and Federal laws which in any way limit or control the actions or operations of those engaged upon the work, or affecting the materials supplied to or by them. It shall at all times observe and comply with all ordinance, laws, and regulations, and shall protect and indemnify the City against any claims or liability arising from or based on any violations of the same.

The subcontractor shall not discriminate against any qualified person because of her or his race, color, national origin, religion, age, sex or handicap in recruitment and recruitment advertising, employment, upgrading, promotion, demotion or transfer, lay-off or termination, rates of pay or other forms of compensation, other terms of conditions of employment and selection for training including apprenticeship.

The subcontractor will permit, on reasonable notice and at reasonable times, the CRO to visit its premises, inspect and copy thereon its business records, survey its work forces and interview its employees, as may be necessary to verify compliance with this chapter and implementation of the affirmative action plan of the Subcontractor. The subcontractor further agrees to furnish such future information as may be reasonably required of it within ten (10) working day of the date it is requested in writing by the CRO.

10. Nondiscrimination. The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VI of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405(b), which are herein incorporated by reference and made a part of this agreement. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Engineer's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of color, race or national origin.

11. Independent Contractor. The Engineer shall work as an independent contractor and not as an employee of the City. The Engineer shall be subject to the direction of the City only as to the result to be accomplished and not as to the means and methods for accomplishing the result. The Engineer shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the City except as required by this Agreement.
12. Severability. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provision of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless as expressed herein.
13. Incorporation. This Agreement along with the Engineer's attached proposal and fee breakdown, incorporates the entire understanding and agreement of the parties.
14. Time of Essence. Timely performance of all duties provided herein is the essence of this Agreement.
15. Decisions Under this Agreement. The City will determine the acceptability of work performed under this Agreement, and will decide all questions which may arise concerning the project. The City's decision shall be final and conclusive.

ARTICLE XI - PAYMENTS TO THE ENGINEER:

For the engineering services performed by Engineer under this Agreement and as full compensation therefor, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to conformance with all provisions of this Agreement, City will pay Engineer as follows:

1. City will pay a not-to-exceed **Lump Sum** fee of **\$213,000.00**, as compensation for Engineer's services and expenses as set forth in the Engineer's attached Proposal and Rate Schedule.
2. Upon successful completion of each task outlined in the proposal, the Engineer will present an invoice to the City, and said invoice shall be approved by The Director of Public Works who will recommend payment to the Engineer.

ARTICLE XII – ENCLOSURES & ATTACHMENTS

Engineer's Proposal to Provide Engineering Services and Current Rate Schedule.

IN WITNESS WHEREOF, the City of Osage Beach, Missouri, has caused these presents to be executed in its behalf by its duly authorized agent; and the Engineer has hereunto set it hand and seal.

Execution hereof is authorized by Ordinance No. 18.07.

Approved by:

John Olivarri
Mayor

Attest:

City Clerk Cynthia Lambert

By: _____
Engineer

Approved to form this _____ day of _____, 20_____

City Attorney Edward Rucker

EXHIBIT A
SCOPE OF SERVICES
FOR
Mace Road Intersection and Roadway Improvements – Phase 2
February 2, 2018
PROJECT NO. 19090.001

GENERAL BACKGROUND

The project area is generally described as Mace Road from Aver Road on the west to Osage Beach Parkway on the east. The project's purpose is to upgrade Mace Road from a ditched roadway to a curb and guttered roadway with an enclosed stormwater system. The intersection with Orvill Drive will also be reconstructed. Mace Road will be rehabilitated leading up to Osage Beach Parkway, but no reconstruction of Osage Beach Parkway is expected with this project. It is expected that all reconstruction will include curb and gutter. There will also be a sidewalk constructed on one side of Mace Road the entire length of the project. It is expected that the sidewalk will be on the north side to tie into the Phase 1 improvements. To minimize Right-of-Way impacts and overall costs, the roadway will be reconstructed as much as reasonable on the current alignment. Stormwater design will be included in the project, but no water quality improvement or detention features included in the design.

Services will include topographic and boundary survey, the production of preliminary and final plans, development of legal descriptions for the easement acquisitions, utility coordination, and limited assistance during bidding and construction. Construction administration and observation services are not included in this scope of services.

1. Data Collection and Survey

- 1.1. The ENGINEER shall collect data and information used in performing the project duties including the following tasks:
 - 1.1.1. Request, obtain, review existing subdivision plats and street plans from Camden County.
- 1.2. The ENGINEER shall perform the field survey of existing topography and boundary surveys to create project base mapping including the following tasks:
 - 1.2.1. Research of existing survey deeds and horizontal and vertical control points.
 - 1.2.2. Set project horizontal and vertical control/bench marks. Project control will be set using GPS technology.
 - 1.2.3. Field locate and survey existing property corners.
 - 1.2.4. Field survey existing topographic features, including pavement edges, drainage structures, retaining walls, landscaping, private entrances and other features to develop the project mapping.
 - 1.2.5. Field locate visible existing utilities in the project area. Includes call for field locates to MO One-Call and survey of marked underground utilities. Does not guarantee that utilities accurately locate their facilities or even attempt to do so.
 - 1.2.6. Establish existing Right-of-Way and adjacent property lines from plats, warranty deeds, recorded surveys (assumes 34 tracts).

- 1.2.7. Develop project base mapping from field surveys and boundary surveys for property lines.

2. Preliminary Plans

- 2.1. Develop roadway alignment/profile for Mace Road from Aver Road to Osage Beach Parkway.
- 2.2. Develop roadway alignment/profile for Orvill Drive within 100' of Mace Road.
- 2.3. Develop intersection geometry at Mace Road at Orvill Drive
- 2.4. Develop sidewalk geometry and curb ramp details.
- 2.5. Determine conceptual grading.
- 2.6. Conduct drainage design including drainage areas, hydrologic calculations using Rational Method and hydraulic calculations using Manning's Equation.
- 2.7. Develop preliminary driveway profiles for 45 driveways to review grading and drainage.
- 2.8. Construction drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate but will likely be 1"=20'. The preliminary submittal is anticipated to include:
 - 2.8.1. Cover Sheet
 - 2.8.2. General Notes/Typical Sections
 - 2.8.3. Plan/Profile Sheets (assumes 6 sheets at 20 scale)
 - 2.8.4. Drive Profile Sheets (assumes 4 sheets)
 - 2.8.5. Storm Sewer Profile Sheets (assumes 5 sheets)
 - 2.8.6. Cross Sections (assumes 7 sheets).
- 2.9. Prepare preliminary plans cost estimate.
- 2.10. Conduct 2 preliminary design review meetings with City staff during course of preliminary design.
- 2.11. Submit the preliminary plans and cost estimates to the City for review.
- 2.12. Conduct preliminary design coordination and meeting with utility companies.
- ~~2.13. Conduct preliminary design coordination with emergency services~~
- 2.14. Preparation of permanent and temporary easement and Right-of-Way documents (legal descriptions) (assumes 34 tracts). City to insert legal descriptions on their easement forms.
- 2.15. Preparation of Land Disturbance Permit
- 2.16. No traffic analysis or impact study is included in this scope of work.
- 2.17. No public meetings are included in this scope of work.
- 2.18. No council meetings are included in this scope of work.

3. Utility Relocation

- 3.1. Develop proposed alignment and profile for sanitary force main between Aver Road and Osage Beach Parkway
- 3.2. Develop proposed alignment and profile for water line between Aver Road and Osage Beach Parkway
- 3.3. Coordinate utility crossings with storm sewer for proposed reconstruction.
- 3.4. Construction plans for the proposed improvements. Drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate but will likely be 1"=40'. The submittal is not intended to be used as a bid set, but rather as a guide for City crews to construct improvements. Sheets anticipated to include:
 - 3.4.1. Sanitary Sewer Profile Sheet (assumes 3 sheets at 40 scale)
 - 3.4.2. Water Line Profile Sheet (assumes 3 sheets at 40 scale)

- 3.4.3. Electrical Relocation Plan Sheet for City owned electric services (assumes 3 sheets at 40 scale)
- 3.5. Develop utility conflict plans showing the existing facilities and the proposed improvements to facilitate discussions with utility companies. It is assumed that no additional sheets will be created, but that existing sheets will be modified to show the utilities in more clarity.
- 3.6. Submit the plans to the City for review.
- 3.7. Make final changes to plans based on City staff comments.
- 3.8. No additional utility relocation plans will be developed as part of this scope of services.

4. Final Plans

- 4.1. Develop final plans based on review comments from City staff regarding preliminary plans. Final plans to consist of:
 - 4.1.1. Cover Sheet
 - 4.1.2. General Notes/Standard Details
 - 4.1.3. Coordinate/Control Points Sheet
 - 4.1.4. Plan/Profile Sheets (assumes 6 sheets at 20 scale)
 - 4.1.5. Drive Profile Sheets (assumes 4 sheet)
 - 4.1.6. Storm Sewer Profile Sheets (assumes 5 sheets)
 - 4.1.7. Intersection Detail Sheets
 - 4.1.8. Driveway Detail Sheets (assumes 7 sheets)
 - 4.1.9. Retaining Wall Plan/Profile Sheets (assumes 3 sheets at 20 scale)
 - 4.1.10. Pavement Marking and Signing Plan
 - 4.1.11. Lighting Plan
 - 4.1.12. Traffic Control Plan (assumes 1 sheet). Phasing plan not included.
 - 4.1.13. Erosion and Sediment Control Sheets (assumes 3 sheets)
 - 4.1.14. Cross Sections (assumes 15 sheets)
 - 4.1.15. No landscaping plan is included in this scope of work.
 - 4.1.16. No water quality plan is included in this scope of work.
- 4.2. Compute final quantities, develop bid form and prepare Engineer's Estimate for project.
- 4.3. Develop any project specific technical specifications (JSPs) to be utilized along with MoDOT Standard Specifications for the project. The City will provide specific details for some items (storm inlets, etc.). The City to provide complete front end documents to be combined with the JSPs.
- 4.4. Submit the final plans, bid forms and Engineer's Estimates to the City for review.
- 4.5. Conduct a final utility coordination with the City and provide intities.
- 4.6. Conduct 1 final design review meeting with City staff during course of final design.
- 4.7. Make final changes to plans, technical special provisions, bid form and Engineer's Estimate based on City staff comments. Sign and Seal.

5. Project Management and Coordination

- 5.1. No additional meetings are included in this scope of services.
- 5.2. QA/QC
 - 5.2.1. Perform periodic reviews of project for quality assurance purposes. Perform a quality control review of the project deliverables at each submittal stage.
 - 5.2.2. Perform a field check of proposed construction improvements.
- 5.3. Administration and Coordination:

- 5.3.1. Perform duties necessary for administration of project contract and subconsultant contracts. Prepare and administer project expenses and invoicing to City.
- 5.3.2. General communication with City. This includes email updates, phone conversations, and general correspondence approximately twice a month during the course of the project.
- 5.3.3. Prepare and update project progress schedule monthly.

6. Bidding Phase Services

- 6.1. Prepare Plans and Specifications for bidding (assumes 10 sets).
- 6.2. Attend prebid meeting at City office. Compile and distribute meeting minutes.
- 6.3. Contractor correspondence during bidding.
- 6.4. Addendum preparation (assumes 1 addendum).
- 6.5. City to conduct bid opening, prepare bid tabulation, make contractor recommendation, and review shop drawings.
- 6.6. No additional meetings are included in this scope of services.

7. Construction Phase Services

- 7.1. Attend preconstruction meeting at City office. City to Compile and distribute meeting minutes.
- 7.2. No additional meetings or site visits are included in this scope of services.
- 7.3. Answer questions during construction (assumes 8 calls).

8. Additional Services

- 8.1. No additional services are included in this scope of services.

Exclusions:

- 1. SHPO clearance
- 2. Threatened and Endangered Species clearance
- 3. Geotechnical services
- 4. Archeological services
- 5. Meetings beyond those stated in the scope of work
- 6. ~~Design of utility relocations including water, sewer, electric, etc.~~
- 7. Construction Observation
- 8. Investigating conflicting property corners or re-establishing them

PROJECT FEE ESTIMATING SHEET

Design Phase Services - Mace Road Intersection and Roadway Improvements - Phase 2
Osage Beach, Camden County, Missouri

										Total		\$ 213,000.00	
Tasks	Staff Hours							Labor Costs	Other Direct Costs		Total Fee	Subtotal Fee	
	Eng. IX	Eng. VI	Eng. II	Eng. Tech IV	Surv. VII	Surv. Tech IV	Admin. II		Item	Cost			
	\$190.00	\$148.00	\$108.00	\$105.00	\$135.00	\$85.00	\$74.00						
	TOTALS	8	188	758	518	142	192	4	\$201,384.00		\$11,616.00	\$213,000.00	
1. Data Collection and Survey													\$30,118.00
1.1	The ENGINEER shall collect data and information used in performing the project duties including the following tasks:												
1.1.1	Request, obtain, review existing subdivision plats and street plans from Camden County.												
1.2	The ENGINEER shall perform the field survey of existing topography and boundary surveys to create project base mapping including the following tasks:												
1.2.1	Research of existing survey deeds and horizontal and vertical control points.												
1.2.2	Set project horizontal and vertical control/bench marks. Project control will be set using GPS technology.												
1.2.3	Field locate and survey existing property corners.												
1.2.4	Field survey existing topographic features, including pavement edges, drainage structures, retaining walls, landscaping, private entrances and other features to develop the project mapping.												
1.2.5	Field locate visible existing utilities in the project area. Includes call for field locates to MO One-Call and survey of marked underground utilities. Does not guarantee that utilities accurately locate their facilities or even attempt to do so.												
1.2.6	Establish existing Right-of-Way and adjacent property lines from plats, warranty deeds, recorded surveys (assumes 34 tracts). No easement negotiations included.												
1.2.7	Develop project base mapping from field surveys and boundary surveys for property lines.												
2. Preliminary Plans													\$89,446.50
2.1	Develop roadway alignment/profile for Mace Road from Aver Road to Osage Beach Parkway.												
2.2	Develop roadway alignment/profile for Orvill Drive within 100' of Mace Road.												
2.3	Develop intersection geometry at Mace Road at Orvill Drive and Mace Road at Osage Beach Parkway.												
2.4	Develop sidewalk geometry and curb ramp details.												
2.5	Determine conceptual grading.												
2.6	Conduct drainage design including drainage areas, hydrologic calculations using Rational Method and hydraulic calculations using Manning's Equation.												
2.7	Develop preliminary driveway profiles for 45 driveways to review grading and drainage.												
2.8	Develop preliminary plans for the proposed improvements. Construction drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate but will likely be 1"=20'. The preliminary submittal is anticipated to include:												
2.8.1	Cover Sheet												
2.8.2	General Notes/Typical Sections												
2.8.3	Plan/Profile Sheets (assumes 6 sheets at 20 scale)												
2.8.4	Drive Profile Sheets (assumes 4 sheets)												
2.8.5	Storm Sewer Profile Sheets (assumes 5 sheets)												
2.8.6	Cross Sections (assumes 15 sheets)												
2.9	Prepare preliminary plans cost estimate.												

Tasks	Staff Hours							Labor Costs	Other Direct Costs		Total Fee	Subtotal Fee
	Eng. IX	Eng. VI	Eng. II	Eng. Tech IV	Surv. VII	Surv. Tech IV	Admin. II		Item	Cost		
	\$190.00	\$148.00	\$108.00	\$105.00	\$135.00	\$85.00	\$74.00					
2.10 Conduct 2 preliminary design review meetings with City staff during course of preliminary design.		8	12					\$2,480.00	Prints	\$10.00	\$2,490.00	
2.11 Submit the preliminary plans and cost estimates to the City for review.		1	2					\$364.00	Prints	\$30.00	\$394.00	
2.12 Conduct preliminary design coordination and hold meeting with utility companies.		6	12					\$2,184.00			\$2,184.00	
2.13 Conduct preliminary design coordination with emergency services								\$0.00	Prints	\$0.00	\$0.00	
2.14 Preparation of permanent and temporary easement and Right-of-Way documents (legal descriptions) as well as develop exhibits (assumes 34 tracts). City to insert legal descriptions on their easement forms.		4	12		40	60		\$12,388.00	Prints	\$10.00	\$12,398.00	
2.15 Preparation of Land Disturbance Permit.		1	4					\$580.00	Prints	\$30.00	\$610.00	
2.16 No traffic analysis or impact study is included in this scope of work.								\$0.00	Prints	\$0.00	\$0.00	
2.17 No public meetings are included in this scope of work.								\$0.00	Prints	\$0.00	\$0.00	
2.18 No council meetings are included in this scope of work.								\$0.00	Prints	\$0.00	\$0.00	
3. Utility Relocation												\$5,756.00
3.1 Develop proposed alignment and profile for sanitary force main between Aver Road and Osage Beach Parkway			4					\$432.00			\$432.00	
3.2 Develop proposed alignment and profile for water line between Aver Road and Osage Beach Parkway			4					\$432.00			\$432.00	
3.3 Coordinate utility crossings with storm sewer for proposed reconstruction.			1					\$108.00			\$108.00	
3.4 Develop plans for the proposed improvements. Drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate but will likely be 1"=40'. The submittal is not intended to be used as a bid set, but rather as a guide for City crews to construct improvements. Sheets anticipated to include:								\$0.00			\$0.00	
3.4.1 Sanitary Sewer Profile Sheet (assumes 3 sheets at 40 scale)		1	2	8				\$1,204.00	Prints	\$10.00	\$1,214.00	
3.4.2 Water Line Profile Sheet (assumes 3 sheets at 40 scale)		1	2	8				\$1,204.00	Prints	\$10.00	\$1,214.00	
3.4.3 Electrical Relocation Plan Sheet for City owned electric services (assumes 3 sheets at 40 scale)		1	2	8				\$1,204.00	Prints	\$10.00	\$1,214.00	
3.5 Develop utility conflict plans showing the existing facilities and the proposed improvements to facilitate discussions with utility companies. It is assumed that no additional sheets will be created, but that existing sheets will be modified to show the utilities in more clarity.			1	2				\$318.00			\$318.00	
3.6 Submit the plans to the City for review.		1						\$148.00	Prints	\$30.00	\$178.00	
3.7 Make final changes to plans based on City staff comments.			2	4				\$636.00	Prints	\$10.00	\$646.00	
3.8 No additional utility relocation plans will be developed as part of this scope of services.								\$0.00			\$0.00	
4. Final Plans												\$68,961.50
4.1 Develop final plans based on review comments from City staff regarding preliminary plans. Final plans to consist of:												
4.1.1 Cover Sheet			1	1				\$213.00	CAD, Prints	\$20.50	\$233.50	
4.1.2 General Notes/Standard Details		1	2	4				\$784.00	CAD, Prints	\$45.00	\$829.00	
4.1.3 Coordinate/Control Points Sheet			2	8	2			\$1,326.00	CAD, Prints	\$73.00	\$1,399.00	
4.1.4 Plan/Profile Sheets (assumes 6 sheets at 20 scale)		2	24	32				\$6,248.00	CAD, Prints	\$318.00	\$6,566.00	
4.1.5 Drive Profile Sheets (assumes 4 sheets)		2	16	12				\$3,284.00	CAD, Prints	\$150.00	\$3,434.00	
4.1.6 Storm Sewer Profile Sheets (assumes 5 sheets)		2	16	24				\$4,544.00	CAD, Prints	\$234.00	\$4,778.00	
4.1.7 Intersection Detail Sheets		1	16	2				\$2,086.00	CAD, Prints	\$80.00	\$2,166.00	
4.1.8 Driveway Detail Sheets (assumes 7 sheets)		2	24	32				\$6,248.00	CAD, Prints	\$318.00	\$6,566.00	
4.1.9 Retaining Wall Plan/Profile Sheets (assumes 3 sheets at 20 scale)		2	12	16				\$3,272.00	CAD, Prints	\$164.00	\$3,436.00	
4.1.10 Pavement Marking and Signing Plan		1	6	16				\$2,476.00	CAD, Prints	\$143.00	\$2,619.00	
4.1.11 Lighting Plan		8	32	40				\$8,840.00	CAD, Prints	\$402.00	\$9,242.00	
4.1.12 Traffic Control Plan (assumes 1 sheet)		2	4	8				\$1,568.00	CAD, Prints	\$80.00	\$1,648.00	
4.1.13 Erosion and Sediment Control Sheets (assumes 3 sheets)		1	6	8				\$1,636.00	CAD, Prints	\$87.00	\$1,723.00	
4.1.14 Cross Sections (assumes 15 sheets)		4	40					\$4,912.00	CAD, Prints	\$150.00	\$5,062.00	
4.1.15 No landscaping plan is included in this scope of work.								\$0.00			\$0.00	
4.1.16 No water quality plan is included in this scope of work.								\$0.00			\$0.00	

Tasks	Staff Hours							Labor Costs	Other Direct Costs		Total Fee	Subtotal Fee
	Eng. IX \$190.00	Eng. VI \$148.00	Eng. II \$108.00	Eng. Tech IV \$105.00	Surv. VII \$135.00	Surv. Tech IV \$85.00	Admin. II \$74.00		Item	Cost		
4.2 Compute final quantities, develop bid form and prepare Engineer's Estimate for project.		2	12	12				\$2,852.00	Prints	\$50.00	\$2,902.00	
4.3 Develop any project specific technical specifications (JSPs) to be utilized along with MoDOT Standard Specifications for the project. The City will provide specific details for some items (storm inlets, etc.). The City to provide complete front end documents to be combined with the JSPs.		4	20					\$2,752.00	Prints	\$20.00	\$2,772.00	
4.4 Submit the final plans, bid forms and Engineer's Estimates to the City for review.		1	2	2				\$574.00	Prints, Mileage	\$50.00	\$624.00	
4.5 Conduct a final design coordination meeting with utility companies.		8	16	12				\$4,172.00	CAD, Prints	\$190.00	\$4,362.00	
4.6 Conduct 1 final design review meeting with City staff during course of final design.		6	8	2				\$1,962.00	Prints, Mileage	\$50.00	\$2,012.00	
4.7 Make final changes to plans, technical special provisions, bid form and Engineer's Estimate based on City staff comments. Sign and Seal.		4	32	24				\$6,568.00	Prints	\$20.00	\$6,588.00	
5. Project Management and Coordination												\$10,758.00
5.1 No additional meetings are included in this scope of services.								\$0.00			\$0.00	
5.2 QA/QC								\$0.00			\$0.00	
5.2.1 Perform periodic reviews of project for quality assurance purposes. Perform a quality control review of the project deliverables at each submittal stage.	8			8				\$2,360.00	Prints	\$20.00	\$2,380.00	
5.2.2 Perform a field check of proposed construction improvements.		8	8					\$2,048.00	Prints	\$20.00	\$2,068.00	
5.3 Administration and Coordination:											\$0.00	
5.3.1 Perform duties necessary for administration of project contract and subconsultant contracts. Prepare and administer project expenses and invoicing to City.		4					4	\$888.00	Prints	\$30.00	\$918.00	
5.3.2 General communication with City. This includes email updates, phone conversations, and general correspondence approximately twice a month during the course of the project.		8	8					\$2,048.00			\$2,048.00	
5.3.3 Prepare and update project progress schedule monthly.		8	20					\$3,344.00			\$3,344.00	
6. Bidding Phase Services												\$5,270.00
6.1 Prepare Plans and Specifications for bidding (assumes 10 sets).		2	4	8				\$1,568.00	Prints	\$500.00	\$2,068.00	
6.2 Attend prebid meeting at City office. Compile and distribute meeting minutes.		6	2					\$1,104.00	Prints, Mileage	\$50.00	\$1,154.00	
6.3 Contractor correspondence during bidding.		4	2					\$808.00			\$808.00	
6.4 Addendum preparation (assumes 1 addendum).		2	4	4				\$1,148.00	CAD, Prints	\$92.00	\$1,240.00	
6.5 City to conduct bid opening, prepare bid tabulation, make contractor recommendation, and review shop drawings.								\$0.00	CAD, Prints	\$0.00	\$0.00	
6.6 No additional meetings are included in this scope of services.								\$0.00	Prints, Mileage	\$0.00	\$0.00	
7. Construction Phase Services												\$2,690.00
7.1 Attend preconstruction meeting at City office. City to Compile and distribute meeting minutes.		4						\$592.00	Prints, Mileage	\$50.00	\$642.00	
7.2 No additional meetings or site visits are included in this scope of services.								\$0.00			\$0.00	
7.3 Answer questions during construction (assumes 8 calls).		8	8					\$2,048.00			\$2,048.00	
8. Additional Services												\$0.00
8.1 No additional services are included in this scope of services.								\$0.00			\$0.00	

BARTLETT & WEST, INC.
2018 SCHEDULE OF HOURLY CHARGES
Effective January 1, 2018

Engineer/Arch/Landscape Arch XI	\$225.00	Right-of-Way Technician VI	\$118.00
Engineer/Arch/Landscape Arch X	205.00	Right-of-Way Technician V	109.00
Engineer/Arch/Landscape Arch IX	190.00	Right-of-Way Technician IV	99.00
Engineer/Arch/Landscape Arch VIII	175.00	Right-of-Way Technician III	90.00
Engineer/Arch/Landscape Arch VII	161.00	Right-of-Way Technician II	79.00
Engineer/Arch/Landscape Arch VI	148.00	Right-of-Way Technician I	68.00
Engineer/Arch/Landscape Arch V	138.00		
Engineer/Arch/Landscape Arch IV	129.00	GIS Coordinator IX	\$225.00
Engineer/Arch/Landscape Arch III	118.00	GIS Coordinator VIII	208.00
Engineer/Arch/Landscape Arch II	108.00	GIS Coordinator VII	198.00
Engineer/Arch/Landscape Arch I	98.00	GIS Coordinator VI	184.00
		GIS Coordinator V	174.00
		GIS Coordinator IV	158.00
		GIS Coordinator III	145.00
		GIS Coordinator II	130.00
		GIS Coordinator I	120.00
		GIS Developer/DBA V	\$160.00
		GIS Developer/DBA IV	150.00
		GIS Developer/DBA III	140.00
		GIS Developer/DBA II	130.00
		GIS Developer/DBA I	120.00
		GIS Analyst V	\$130.00
		GIS Analyst IV	120.00
		GIS Analyst III	110.00
		GIS Analyst II	100.00
		GIS Analyst I	90.00
		GIS Technician IV	\$90.00
		GIS Technician III	80.00
		GIS Technician II	70.00
		GIS Technician I	60.00
		Project Coordinator VII	\$208.00
		Project Coordinator VI	180.00
		Project Coordinator V	165.00
		Project Coordinator IV	140.00
		Project Coordinator III	125.00
		Project Coordinator II	115.00
		Project Coordinator I	103.00
		Systems Analyst	\$160.00
		Systems Administrator	120.00
		Systems Technician	80.00
		Administrator VI	\$125.00
		Administrator V	110.00
		Administrator IV	97.00
		Administrator III	82.00
		Administrator II	74.00
		Administrator I	66.00
		Administrative Technician V	\$72.00
		Administrative Technician IV	65.00
		Administrative Technician III	58.00
		Administrative Technician II	53.00
		Administrative Technician I	47.00



City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 02/15/18

Originator: *(Name/Title)* Eric Hibdon, Public Works Supervisor

Date Submitted: 02/06/18

Agenda Item Title:

Bill 18-08 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Evoqua Water Technologies, LLC to provide odor control chemicals.

Presented by: *(Name/Title)* Nick Edelman, Public Works Director

Requested Action:

☐

Motion to Approve

☒

First Reading of Bill # 18-08

☐

Second Reading of Bill # _____

☐

Resolution # _____

☐

Proclamation

☐

Public Hearing

☐

Other (Describe) _____

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

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

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: 35-00-762700 Odor Control

FY 18 Budgeted Amount: \$ 105,000.00

Expenditures to Date 01/31/18: (\$ 0.00)

Available: \$ 105,000.00

Requested Amount: \$ 90,000.00

Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 18.08, Contract

Department Comments and Recommendation:

This is a new contract with our current vendor (Evoqua) for our odor control. This contract provides for the purchase of odor control chemicals that are fed at Tan-Tar-A, KK 1-14, Dude Ranch Road, Passover Road and Sands Pump station (New Site). The sewer department performed pilot testing at Sands in 2017 and found it to be effective at treating odors at 42 Campground and Hwy D so a permanent site will be utilized at this location.

Installation of Vapor Links to be install at 5 different locations (KK1-14, LS 53-1 Sycamore Creek, Sands, Rockway, and 42 Campground) for continuous monitoring of hydrogen sulfide gas is included along with an Odalog installed at HWY D. This will allow Public Works staff to make changes to odor control treatment processes faster to address nuisance odors.

A carbon filter unit is installed at LS 53-1. This treats the atmospheric air within the wet well to reduce odor complaints at this location. This contract provides for on-going maintenance of this unit and replacement of carbon media on an annual basis.

There are certain fixed annual costs for this contract but there is not a total annual amount due to the variability of chemical feed rates and feed sites. We may have to feed chemicals earlier and later depending on potential odor issues. We will also be looking at piloting chemicals at Rockway during the summer as well. We would request authorization up \$90,000 to be expended with Evoqua.

City Administrator Comments and Recommendation:

I concur with the department's recommendation.

BILL NO. 18-08

ORDINANCE NO. 18.08

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH EVOQUA WATER TECHNOLOGIES, LLC TO PROVIDE ODOR CONTROL CHEMICALS.

WHEREAS, the Board of Aldermen has determined it is in the best interests of the City to authorize a contract with Evoqua Water Technologies, LLC to provide odor control chemicals.

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

Section 1. The Board of Aldermen authorizes the Mayor to execute on behalf of the City a contract with Evoqua Water Technologies, LLC to provide odor control chemicals as indicated on the attached contract titled City of Osage Beach Full Service Odor Control Program ("Exhibit A").

Section 2. Total expenditures or liability authorized under the contract shall not exceed Ninety Thousand Dollars (\$90,000.00).

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 18.08 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Cynthia Lambert, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.08.

Date

John Olivarri, Mayor

ATTEST:

Cynthia Lambert, City Clerk



February 6, 2018

Eric Hibdon
City of Osage Beach
5757 Chapel Drive
Osage Beach, MO 65065
Phone: (573) 302-2020
Fax: (573) 302-2043
Cell: (573) 480-2805
Email: ehibdon@osagebeach.org

**RE: FULL SERVICE ODOR CONTROLsm PROGRAM
CITY OF OSAGE BEACH, MO
Evoqua Quote No. 2018-241264R2**

Thank you for your choosing Evoqua Water Technologies LLC for your odor control needs. Evoqua is pleased to offer the following overview of your current Full Service Odor Controlsm Program to the City of Osage Beach. The following proposal also includes adding odor control equipment for the new Sands Lift Station addition and improvements to the following lift stations: Tan-Tar-A LS, Dude Ranch, and Passover Road.

Evoqua is committed to providing the highest standard of chemical quality and technical services in the industry. If the above proposal does not meet your application requirements, I would appreciate the opportunity to discuss alternatives with you.

Thank you again for this opportunity to allow Evoqua to assist you in an odor control program. If you have any questions or need additional information, please contact me at (618) 616-1552.

Evoqua Water Technologies LLC

Mark McGuire

Mark McGuire
Sales Representative, Municipal Services

Cc: Nick Edelman, Osage Beach - Email: nledelman@osagebeach.org



FULL SERVICE ODOR CONTROL

OSAGE BEACH, MO

Quotation #2018-241264R2

February 6, 2018

Sales Representative

Mark McGuire

Evoqua Water Technologies, Sarasota, FL

Mobile: (618) 616-1552

Email: mark.mcguire@evoqua.com



SCOPE OF SERVICES

Liquid Phase Odor Control Solutions

Evoqua shall continue to provide a supply of Liquid Phase Odor Control Technologies, as well as adding a new site and providing improvements to existing sites, as listed in Table 1.

- a. Bioxide® Solution in minimum 3500 gallon loads
- b. Odophos® Plus CL Solution in minimum 3500 gallon loads
- c. This program may be extended to include additional Liquid Phase Odor Control Technologies by mutual agreement between the program provider and the City.

EXISTING LIQUID PHASE ODOR CONTROL LIFT STATIONS AND EQUIPMENT

Location	Technology	Storage Tank	Feed Equipment	New or Existing	Improvements
Tan-Tar-A LS	Odophos Plus CL	5000 gallon Single Wall in a Building	Duplex Davis Feed System	Existing	Replace Pumps with Peristaltic
KK1-14 LS	Bioxide	4400 Gallon Double Wall outside	VersaDoseLT Feed System	Existing	None
Dude Ranch	Odophos Plus CL	6000 gallon Double Wall Underground	Duplex Davis Feed System	Existing	Replace Pumps with Peristaltic & New Leak Detection
Passover Road	Odophos Plus CL	6000 gallon Double Wall Underground	Duplex Davis Feed System	Existing	New Leak Detection
Sands LS	Bioxide	4400 Gallon Double Wall outside	VersaDoseLT Feed System	New	Install New Storage and Feed System
Rockaway LS	Bioxide	4400 Gallon Double Wall outside	Duplex Davis Feed System	Existing	None

TABLE 1 - Equipment Table

EQUIPMENT – NEW ODOR CONTROL SITE

Location: Sands Lift Station

Sands Lift Station collects flow from the majority of the lake area. From here, it travels by forcemain and gravity until it reaches the D Road Manhole. During a demonstration in the summer of 2017, it was determined that adding Bioxide at this location had a profound effect upon the odor at D Road Manhole. For this reason, a permanent feed site will be established to facilitate this control.



MAJOR SYSTEM COMPONENTS

<u>Quantity</u>	<u>Item</u>																		
1-	4,400 Gallon PPC, High Density Crosslinked Polyethylene, IT-2, Double-Wall Chemical Storage Tank, (10' 3" Diameter, 10' 3" Tall)																		
1-	Each 316 SS Control Enclosures containing following: <table> <tr> <td>1-</td><td>Operator Interface with tank level readout</td></tr> <tr> <td>2-</td><td>On/Off Switches with LED indicator lights</td></tr> <tr> <td>2-</td><td>Dry contacts to receive digital inputs</td></tr> <tr> <td>1-</td><td>Disconnect Switch</td></tr> <tr> <td>1-</td><td>Ground fault receptacle</td></tr> <tr> <td>1-</td><td>Disconnect Switch</td></tr> <tr> <td>1-</td><td>1,000 mL Calibration Cylinder with Flow Control Valves</td></tr> <tr> <td>1-</td><td>Pressure Transducing Level Probe for local display</td></tr> <tr> <td>1-</td><td>Cellular Modem</td></tr> </table>	1-	Operator Interface with tank level readout	2-	On/Off Switches with LED indicator lights	2-	Dry contacts to receive digital inputs	1-	Disconnect Switch	1-	Ground fault receptacle	1-	Disconnect Switch	1-	1,000 mL Calibration Cylinder with Flow Control Valves	1-	Pressure Transducing Level Probe for local display	1-	Cellular Modem
1-	Operator Interface with tank level readout																		
2-	On/Off Switches with LED indicator lights																		
2-	Dry contacts to receive digital inputs																		
1-	Disconnect Switch																		
1-	Ground fault receptacle																		
1-	Disconnect Switch																		
1-	1,000 mL Calibration Cylinder with Flow Control Valves																		
1-	Pressure Transducing Level Probe for local display																		
1-	Cellular Modem																		
2-	M-15907-002 Evoqua Water Technologies Bellows Pumps with an adjustable feed rate from 12 to 120 ml/min and a maximum discharge pressure of 40 psi.																		
1-	Single Wall Piping Kit shall consist of: <table> <tr> <td>(40 ft)</td><td>½" Schedule 80 PVC Pipe</td></tr> <tr> <td>(1)</td><td>2" Stainless Steel Male Camlock</td></tr> <tr> <td>(1)</td><td>2" Polyethylene Female Camlock Cap</td></tr> <tr> <td>(1)</td><td>2" Schedule 80 PVC Tank Fill Piping</td></tr> </table>	(40 ft)	½" Schedule 80 PVC Pipe	(1)	2" Stainless Steel Male Camlock	(1)	2" Polyethylene Female Camlock Cap	(1)	2" Schedule 80 PVC Tank Fill Piping										
(40 ft)	½" Schedule 80 PVC Pipe																		
(1)	2" Stainless Steel Male Camlock																		
(1)	2" Polyethylene Female Camlock Cap																		
(1)	2" Schedule 80 PVC Tank Fill Piping																		
1-	Installation Services																		

SITE IMPROVEMENTS

Locations: Tan-Tar-A Lift Station, Dude Ranch Lift Station

Tan-Tar-A and Dude Ranch feed sites have existing Davis Duplex feed systems. The pumps at these locations will be replaced with manually operated peristaltic pumps.

MAJOR SYSTEM COMPONENTS EACH SITE

<u>Quantity</u>	<u>Item</u>
1-	Watson-Marlow Qdos 30 pump
1-	Installation Services

Locations: Dude Ranch Lift Station, Passover Lift Station

MAJOR SYSTEM COMPONENTS EACH SITE

<u>Quantity</u>	<u>Item</u>
1-	Interstitial Leak Detection Kit
1-	Installation Services

Lift Stations: KK1-14 and Rockaway – No improvements needed at this time.



REQUIREMENTS OF THE CITY FOR FEED SYSTEM OPERATION

Evoqua requests the City coordinate the provision of the following items in order to correctly operate the proposed equipment and utility and control tie-ins:

- Tank off loading and placement assistance
- 115V and 20amp power source for dosing controller
- Access to exposed wet well
- 12'x12' prepared level surface for site installation for dosing system
- Site security
- Discharge feed line trenching as required

VAPORLINK® HYDROGEN SULFIDE MONITORING EQUIPMENT

Evoqua has the capability to employ remote hydrogen sulfide monitoring. Hydrogen sulfide data is downloaded once per day from a remote device by cellular communications to a server. Data may also be made available via a 4-20 mA signal. Hardware can also be prompted through the internet to initiate a download such that up to the minute performance data is available at any time. Remote monitoring can provide the following benefits.

1. Optimized product dosage by remote adjustment.
2. Alarm emails can be generated for high loading
3. Better odor control performance with real time feedback of H₂S data
4. Remote availability of information
5. Less travel time to download H₂S data loggers
6. Less time involved to calibrate H₂S monitors

VAPORLINK® HYDROGEN SULFIDE MONITORING EQUIPMENT INSTALLATION LOCATIONS: (CURRENTLY IN PLACE)

- Lift Station 29-5
- Lift Station KK 1-14
- Lift Station 53-1 (Dude Ranch)
- Lift Stations Sands
- Lift Station Rockaway
- Campground Manhole or D Road Manhole
- Temporary Odolog at D Road Manhole

REQUIREMENTS OF THE CITY FOR VAPOR PHASE OPERATION

Evoqua requests the City coordinate the provision of the following items in order to correctly operate the proposed equipment:

- Access to Wetwell or manhole structure for service
- Site security

PREVENTATIVE MAINTENANCE AND MONITORING SERVICES FOR CHEMICAL FEED SYSTEMS

An Evoqua service technician will visit the odor control feed sites monthly to perform routine maintenance on the dosing equipment, optimize chemical dosing, conduct compliance sampling and provide a written report. On-site routine maintenance service will be scheduled in advance and include, but not be limited to the following:



- Check the equipment for proper operation
- Perform sulfide sampling at the control point.
- Perform scheduled preventative maintenance on equipment. This shall include an allowance of up to \$100 a month for misc. parts and appurtenances. Replacement parts greater than \$100 will be replaced on a parts quote basis.
- Submit a written report outlining services and observations during the routine service visit.
- Provide emergency service to the dosing equipment.

Month	Service Work Schedule
January	Service Upon Request with a Service Fee
February	Vaporlink Exchange – Field Work by Osage Beach Staff
March	Storage and Feed Equipment inspection and start up, Liquid Sampling, Scrubber Maintenance
April	Vaporlink Exchange, Equipment Inspection, Liquid Sampling
May	Equipment Inspection, Sampling
June	Vaporlink Exchange, Equipment Inspection, Liquid Sampling, Scrubber Maintenance
July	Equipment Inspection, Liquid Sampling
August	Vaporlink Exchange, Equipment Inspection, Liquid Sampling
September	Equipment Inspection, Liquid Sampling, Scrubber Maintenance
October	Vaporlink Exchange, Winterize Storage and Feed Equipment, Liquid Sampling
November	Service Upon Request with a Service Fee
December	Vaporlink Exchange – Field Work by Osage Beach Staff

TABLE 2 - Service Work Schedule

Odor Control Program Goals

The odor control program is designed to achieve the following goals at the designated control points:

Feed Location	Sample Location	Treatment Objective			
		Dissolved (mg/L)		Atmospheric (PPM)	
		Max Daily Average	Max Daily Peak	Max Daily Average	Max Daily Peak
LS 49 (Tan Tar- A)	LS KK1-14	<0.3	<0.5	10	20
LS KK1-14	LS Sands	<0.3	<0.5	30	100
Passover Road	LS 29-5	<0.3	<0.5	20	40
Dude Ranch	LS 53-1	<0.3	<0.5	10	20
LS Sands	LS Rockaway	<0.3	<0.5	20	40
LS Sands	Campground Air Release	NA	NA	30	60

TABLE 3 - Treatment Objectives

These values may be subject to change based upon changes in various treatment processes and objectives which will be mutually agreed upon by both parties.

SCHEDULE

Evoqua can proceed within 6-8 weeks of authorization depending on scheduling.



PASSIVE CARBON RENTAL AND SERVICE CONTRACT (VSC-400)

The C35 system is packed with VOCARB® 36C Carbon, manufactured by Evoqua Water Technologies LLC. VOCARB® 36C is a virgin, activated carbon derived from coconut shell, and provides excellent control over both sulfide and organic related odors. The C35 system has been optimized for both hydrogen sulfide and organic odor control. A summary of the services being provided is described below:

SCOPE OF SERVICES

Vapor Phase Odor Control Equipment

<u>Quantity</u>	<u>Item</u>
(1)	C35 Odor Control Carbon Adsorber • Design Avg. H₂S Loadings: ≤ 10 ppm • Max Airflow Rating: 400 cfm • 480 VAC, 3 PH
(605 lbs.)	VOCARB® 36C Coconut Shell Activated Carbon

Evoqua will maintain spare parts for the equipment for emergency replacement.

Preventative Maintenance and Carbon Change Out Services

Routine service and maintenance of the C35 system is included in the rental price of the unit. Details of the existing service program are as follows:

- Evoqua will visit the site on a quarterly basis to check operating parameters and perform routine maintenance, ensuring the system is operating within the design conditions. Any necessary process adjustments will be made and will be followed up as needed with no additional charge for visits.
- Evoqua will provide replacement carbon media and change out the system on an annual basis at no additional charge to the City of Osage Beach.
- Evoqua will provide repair or replacement of any malfunctioning parts/components.
- Evoqua will troubleshoot odor problems (i.e., complaints) within 24 hours and correct any malfunctions in the treatment system.
- Evoqua will include data for this site on a periodic report.



PRICE

Evoqua Water Technologies LLC is pleased to offer the following price for equipment, chemicals and services as described above, effective April 1, 2018 through March 31, 2019. Scope of work and supply in the agreement are subject to the City appropriating funds during each budget cycle.

Bioxide® Solution:	<u>\$3.04/gallon</u> delivered in minimum 3,500-gallon bulk loads. All deliveries require 5-7 business days' notice from receipt of purchase order. Price includes delivery, Prepaid (PPD).
Odophos® Plus CL Solution:	<u>\$2.62/gallon</u> delivered in minimum 3,500-gallon bulk loads. All deliveries require 5-7 business days' notice from receipt of purchase order. Price includes delivery, Prepaid (PPD).
VersadoseLT System:	Included in program at no charge
Peristaltic Pumps:	Included in program at no charge
Leak Detection Kits:	Included in program at no charge
C35 Carbon Scrubber:	<u>\$1,025.00 per month</u>
Monthly Service Fee:	<u>\$750.00 per month</u>

NOTE: Evoqua Water Technologies shall retain ownership of all above listed equipment.

Terms of payment are NET 30 days from date of invoice. These prices do not include any applicable taxes.

The previously negotiated Evoqua Water Technologies LLC/City of Osage Beach Terms and Conditions are considered part of this proposal and shall prevail.

Should a purchase order result from this proposal, please return the entire proposal, signed where indicated below, and address the order to:

Evoqua Water Technologies LLC
2650 Tallevast Road
Sarasota, FL 34243

If you have any questions or need additional information, please contact Mark McGuire at (618) 616-1552.

Prepared by:

Elsa Wright

Elsa Wright
Applications Engineer
Municipal Services

Evoqua Water Technologies LLC



**RE: FULL SERVICE ODOR CONTROL PROGRAM
OSAGE BEACH, MO
Evoqua Quote # 2018-241264R2**

Evoqua will process your order when we receive acceptance of this proposal, by signing below and returning to sheri.whalen@evoqua.com or via fax to: (941) 359-7985.

Company Name: _____

This ____ day of _____ Month _____ Year

By: _____

Title: _____

P.O. Number _____

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 02/15/18

Originator: *(Name/Title)* Ty Dinsdale, Airport Manager

Date Submitted: 02/06/18

Agenda Item Title:

Bill 18-09 – An ordinance of the City of Osage Beach authorizing the Mayor to execute the Missouri Highways and Transportation Commission State Block Grant agreement for the Lee C. Fine Taxiway Phase 2 Project 17-046B-1.

Presented by: *(Name/Title)* Ty Dinsdale, Airport Manager

Requested Action:

☐

Motion to Approve

☒

First Reading of Bill # 18-09

☒

Second Reading of Bill # 18-09

☐

Resolution # _____

☐

Proclamation

☐

Public Hearing

☐

Other (Describe) _____

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

Board approval required for purchases and payments over \$15,000 per Chapter 135.
Article II. Purchasing, Procurement, Transfers, and Sales.

Deadline for Action: YES ☒ NO ☐

If yes, explain:

This agreement needs to be signed and back to MODot by April 1, 2018

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:

Bill 18.09, Grant Agreement, Grant Assurances

Department Comments and Recommendation:

This Grant Agreement provides the City reimbursements for the engineering services for Phase 2 of the Lee C. Fine Taxiway Project. This Grant Agreement is for \$156,661.00 which is MODOT Aviation's portion of the engineering services for this project. Total engineering cost \$171,067.95 (City's portion, not to exceed \$17,106.80) for engineering services as approved at the February 1st Board meeting.

The Airports and Public Works Department recommends approval.

City Administrator Comments and Recommendation:

I concur with the departments' recommendation.

BILL NO. 18-09

ORDINANCE NO. 18.09

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STATE BLOCK GRANT AGREEMENT FOR THE LEE C. FINE TAXIWAY PHASE 2 PROJECT NO. 17-046B-1.

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

Section 1. That the Board of Aldermen feels it is in the best interest of the City to authorize the Missouri Highways and Transportation Commission State Block Grant Agreement for the Lee C. Fine Taxiway Phase 2 Project No. 17-046B-1.

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached Missouri Highways and Transportation Commission State Block Grant Agreement, Project No. 17-046B-1 and hereby authorizes the Mayor to execute same on behalf of the City of Osage Beach.

Section 3. That this Ordinance shall be in full force and effect from and after the date of passage.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 18.09 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. 18.09.

John Olivarri, Mayor

Date

ATTEST:

Bill No. 18-09
Page 2

Ordinance No. 18.09

Cynthia Lambert, City Clerk

CCO FORM: MO04
 Approved: 03/91 (KR)
 Revised: 03/17 (MWH)
 Modified:

Sponsor: City of Osage Beach
 Project No.: 17-046B-1
 Airport Name: Lee C. Fine

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

STATE BLOCK GRANT AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

- State Block Grant Agreement
- Federal Authorization - Airport and Airway Improvement Act of 1982 (as amended)
- Project Description - Planning, Land/Easement Appraisals and Acquisitions, Surveying, Engineering Design, Construction

SECTION II - STANDARD AGREEMENT ITEMS

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. AMOUNT OF MATCHING FUNDS
6. ALLOWABLE COSTS
7. WITHDRAWAL OF GRANT OFFER
8. EXPIRATION OF GRANT OFFER
9. FEDERAL SHARE OF COSTS
10. RECOVERY OF FEDERAL FUNDS
11. PAYMENT
12. ADMINISTRATIVE/AUDIT REQUIREMENTS
13. APPENDIX
14. ASSURANCES/COMPLIANCE
15. LEASES/AGREEMENTS
16. NONDISCRIMINATION ASSURANCE
17. CANCELLATION
18. VENUE
19. LAW OF MISSOURI TO GOVERN
20. WORK PRODUCT
21. CONFIDENTIALITY
22. NONSOLICITATION
23. DISPUTES
24. INDEMNIFICATION
25. HOLD HARMLESS
26. NOTIFICATION OF CHANGE
27. DURATION OF GRANT OBLIGATIONS
28. AMENDMENTS
29. PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS
30. ASSIGNMENT
31. BANKRUPTCY
32. COMMISSION REPRESENTATIVE
33. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006
34. BAN ON TEXTING WHILE DRIVING

- 35. SUSPENSION AND DEBARMENT
- 36. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIVERSAL IDENTIFIER
- 37. REQUIRED FEDERAL PROVISIONS
- 38. EMPLOYEE PROTECTION FROM REPRISAL

SECTION III – PLANNING

- 39. AIRPORT LAYOUT PLAN
- 40. AIRPORT PROPERTY MAP
- 41. ENVIRONMENTAL IMPACT EVALUATION
- 42. EXHIBIT "A" PROPERTY MAP

SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

- 43. RUNWAY PROTECTION ZONE

SECTION V - DESIGN

- 44. ENGINEER'S DESIGN REPORT
- 45. GEOMETRIC DESIGN CRITERIA
- 46. PLANS, SPECIFICATION AND ESTIMATES

SECTION VI - SPECIAL CONDITIONS

- 47. SPECIAL CONDITIONS

SECTION VII – GRANT ACCEPTANCE

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

Sponsor: City of Osage Beach
 Project No.: 17-046B-1
 Airport Name: Lee C. Fine

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

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

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

WITNESSETH:

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

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

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

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

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

Design Parallel Taxiway Phase 2 Reconstruction;

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

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

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to September 30, 2018. The Commission's chief engineer may, for good cause as shown by the Sponsor in writing, extend the project time period.

(3) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: The Sponsor shall provide satisfactory evidence of title to all existing airport property and avigation

easements and address any and all encumbrances. Satisfactory evidence will consist of the Sponsor's execution of a Certificate of Title form provided by the Commission.

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed One Hundred Fifty-Six Thousand Six Hundred Sixty-One Dollars (\$156,661) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

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

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

(5) AMOUNT OF MATCHING FUNDS: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed Seventeen Thousand Four Hundred Six Dollars (\$17,406).

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

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

(6) ALLOWABLE COSTS: Block grant funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable.

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

(8) EXPIRATION OF GRANT OFFER: This grant offer shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before April 1, 2018 or such subsequent date as may be prescribed in writing by the Commission.

(9) FEDERAL SHARE OF COSTS: Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations, policies and procedures as the Secretary of the United States Department of Transportation (hereinafter, "USDOT") shall practice. Final determination of the United States' share will be based upon the audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the federal share of costs.

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

(11) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph 11(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

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

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

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

(12) ADMINISTRATIVE/AUDIT REQUIREMENTS: This grant shall be

governed by the administrative and audit requirements as prescribed in Title 49 CFR Parts 18 and 90, respectively.

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

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

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

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

(13) APPENDIX: An appendix to this Agreement is attached. The appendix consists of standards, forms and guidelines that the Sponsor shall use to accomplish the requirements of this Agreement. The appendix items are hereby provided to the Sponsor and incorporated into and made part of this Agreement.

(14) ASSURANCES/COMPLIANCE: The Sponsor shall adhere to the FAA standard airport Sponsor assurances, current FAA advisory circulars (hereinafter, "ACs") for AIP projects and/or the Commission's specifications, including but not limited to those as outlined in attached Exhibit 1. These assurances, ACs and the Commission's specifications are hereby incorporated into and made part of this Agreement. The Sponsor shall review the assurances, ACs, Commission's specifications and FAA Order 5190.6B entitled "FAA Airport Compliance Manual" dated September 30, 2009, included in the grant appendix, and notify the Commission of any areas of non-compliance within its existing facility and/or operations. All non-compliance situations must be addressed and a plan to remedy areas of non-compliance must be established before final acceptance of this project and before final payment is made to the Sponsor.

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

(A) Long term commitments (longer than 5 years) must provide for

renegotiation of the leases'/agreements' terms and payments at least every five (5) years.

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

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

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

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

(C) Nondiscrimination: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

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

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

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

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

(G) Incorporation of Provisions: The Sponsor shall include the provisions of Paragraph (16) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

(18) VENUE: It is agreed by the parties that any action at law, suit in equity, or

other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

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

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

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

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

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

(24) INDEMNIFICATION:

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

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

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an

authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(25) HOLD HARMLESS: The Sponsor shall hold the Commission harmless from any and all claims for liens of labor, services or materials furnished to the Sponsor in connection with the performance of its obligations under this Agreement. Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc., have been paid.

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

Commission: Amy Ludwig, Administrator of Aviation
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102
(573) 526-7912
(573) 526-4709 FAX
email: Amy.Ludwig@modot.mo.gov

Sponsor: Mr. Nick Edelman
Public Works Director
City of Osage Beach
5757 Chapel Drive
Osage Beach, MO 65065
(573) 302-2020
(573) 302-2043 (FAX)
email: nledelman@osagebeach.org

or to such other place as the parties may designate in accordance with this Agreement.

To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of the facsimile or email transmission of the document.

(27) DURATION OF GRANT OBLIGATIONS: Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds as stipulated in attached Exhibit 1, but in any event not to exceed twenty (20) years. There shall be no limit on the duration of the assurance, referenced in paragraph B of said Exhibit 1 against exclusive rights or terms, conditions and assurances, referenced in paragraph B-1 of said Exhibit 1, with respect to real property acquired with federal funds. Paragraph (27) equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(36) SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIVERSAL IDENTIFIER:

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

(B) Requirement for Data Universal Numbering System (hereinafter, "DUNS") Numbers:

1. The Sponsor that it cannot receive a subgrant unless it has provided its DUNS number to the Commission.

2. The Commission may not make a subgrant to the Sponsor unless it has provided its DUNS number to the Commission.

3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B

by telephone (currently 866-608-8220) or on the web (currently at <http://fedgov/dnb/com/webform>).

(37) REQUIRED FEDERAL PROVISIONS: The Sponsor shall incorporate all required federal contract provisions that apply to this Project in its contract documents.

(38) EMPLOYEE PROTECTION FROM REPRISAL:

(A) Prohibition of Reprisals:

1. In accordance with 41 U.S.C. §4712, an employee of the Sponsor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (A)2, information that the employee reasonably believes is evidence of:

- a. Gross mismanagement of a Federal grant;
- b. Gross waste of Federal funds;
- c. An abuse of authority relating to implementation or use of Federal funds;
- d. A substantial and specific danger to public health or safety; or
- e. A violation of law, rule, or regulation related to a Federal grant.

2. The persons and bodies to which a disclosure by an employee is covered are as follows:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Federal office or employee responsible for oversight of a grant program;
- e. A court or grand jury;
- f. A management office of the Sponsor; or
- g. A Federal or State regulatory enforcement agency.

(B) Submission of Complaint: A person who believes that they have been subjected to a reprisal prohibited by Paragraph (A) of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General for the U.S. Department of Transportation.

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

(D) Required Actions of the Inspector General: Actions, limitations, and exceptions of the Inspector General's office are included under 41 U.S.C. §4712(b).

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

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

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

(B) If ALP updates are required as a result of this project, the Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project.

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

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

(42) EXHIBIT "A" PROPERTY MAP: The Sponsor's existing Exhibit "A" Property Map dated June 7, 1993 is being updated as part of Project 15-046B-1. The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the Commission and to submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.

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

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

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

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

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

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

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

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

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

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

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

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

(A) Lobbying and Influencing Federal Employees: All contracts awarded by the Sponsor shall include the requirement for the recipient to execute the form entitled "CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS" included in the grant appendix.

This requirement affects grants or portions of a grant exceeding one hundred thousand dollars (\$100,000).

(B) Buy America Requirements: Unless otherwise approved by the Commission and the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any iron, steel or manufactured products produced outside of the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

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

(D) Grant Made on Preliminary Plans and Specifications and/or Estimates: The Sponsor understands and agrees that this grant is made and accepted upon the basis of preliminary plans, specifications and/or estimates. The parties agree that within 90 calendar days from the date of acceptance of this grant, the Sponsor shall furnish final plans and specifications to the Commission. Construction work shall not commence, and a contract shall not be awarded for the accomplishment of such work, until the final plans and specifications have been accepted by the Commission. Any reference made in this grant to plans and specifications shall be considered a reference to the final plans and specifications as accepted.

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

(E) Sponsor's Disadvantaged Business Enterprise (DBE) Program: When the grant amount exceeds two hundred fifty thousand dollars (\$250,000), the Sponsor hereby adopts the Commission's Disadvantaged Business Enterprise (hereinafter, "DBE") program that is incorporated into this grant agreement by reference. Only DBE firms certified by the Commission will qualify when considering DBE goal accomplishments.

(F) Disadvantaged Business Enterprise Required Statements:

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

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

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

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

(3) Federal Financial Assistance Agreement Assurance: The Commission and the Sponsor agree to and incorporate the following assurance into their day-to-day operations and into the administration of all USDOT-assisted contracts; where “recipient” means MoDOT and/or any MoDOT grantee receiving USDOT assistance:

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

The Commission and the Sponsor shall ensure that all recipients of

USDOT-assisted contracts, funds, or grants incorporate, agree to and comply with the assurance statement.

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

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

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

(5) MoDOT DBE Program Regulations: The Sponsor, contractor and each subcontractor are bound by MoDOT's DBE Program regulations, located at Title 7 Code of State Regulations, Division 10, Chapter 8.

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

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

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

completed the design within four years from the execution of this grant agreement, the Commission may suspend or terminate grants related to the design.

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

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

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF OSAGE BEACH

By _____

By _____

Title _____

Title _____

Attest:

Attest:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Commission Counsel

Ordinance No. _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

CITY OF OSAGE BEACH

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

APPENDIX

STATE BLOCK GRANT AGREEMENT

Purpose

The purpose of this appendix is to provide the sponsors with sufficient information to carry out the terms of the state block grant agreement and implement their project.

The key items are listed below and are available on the MoDOT website (<http://www.modot.mo.gov/>), the FAA website (<http://www.faa.gov/index.cfm>), the State Block Grant Program Guidance Handbook or other website as indicated.

EXHIBIT 1

Aviation - Grant Programs, Documentation, Guidance

State Block Grant Program (Federal Funds)

- **MoDOT Guidance Handbook**
 - About the Handbook (26 kb, 1 page)
 - Index (57 kb, 3 pages)
 - Section 1 - Grant Application and Project Selection (35 kb, 5 pages)
 - Section 2 - Project Environmental Requirements (27 kb, 3 pages)
 - Section 3 - Airport Planning Projects (29 kb, 4 pages)
 - Section 4 - Land Acquisition (14 kb, 3 pages)
 - Section 5 - Procurement of Engineering Services (35 kb, 4 pages)
 - Section 6 - Project Development (77 kb, 11 pages)
 - Federal-Required Documentation Checklist (Advertising) (38 kb, 1 page)
 - Federal-Required Documentation Checklist (Construction Projects) (38 kb, 1 page)
- **FAA Airport Sponsor Guide**

State Aviation Trust Fund Program (State Funds)

- State Aviation Trust Fund Program Procedures (51 kb, 5 pages)
- State Required Documentation Checklist (44 kb, 1 page)

Sponsor CIP Submittal

- Sponsor's Guide on Submitting CIP (980 kb, 11 pages)
- MoDOT AirportIQ System Manager (ASM) Website

Financial Forms

- Grant Funding Application (424 kb, 22 pages)
- Air Service Development Application
- State Transportation Assistance Revolving (STAR) Loan Application
- Outlay Report and Request for Reimbursement (Federal 95%) (Form 271) (106 kb, 1 page)
- Request for Payment (State 90%) (100 kb, 1 page)

Consultant Procurement

- Sample Advertisement Consultant Selection
- ACEC MO Qualifications Based Selection (QBS) Guidance
- MSPE Qualifications Based Selection (QBS) Guidance

Federally Funded Projects

- FAA Advisory Circular 150/1500-14E-Architectural, Engineering, and Planning Consultant Services For Airport Grant Projects
- Aviation Project Consultant Agreement (256 kb, 43 pages)
 - Exhibit IV- Derivation of Consultant Project Costs (53kb, 1 page)
 - Exhibit V - Engineering Basic and Special Services-Cost Breakdown 67 kb, 1 page)
- Aviation Project Consultant Supplemental Agreement No. 1 (103 kb, 5 pages)
 - Exhibit IV- Derivation of Consultant Project Costs (Construction) (56 kb, 1 page)
 - Exhibit V - Engineering Construction Services-Cost Breakdown (65 kb, 1 page)
- Sample Letter of Recommendation of Approval for Project Consultant Agreement (22 kb, 1 page)
- Sponsor Certification for Selection of Consultants (form) (38 kb, 2 pages)

State Funded Projects

- Missouri Revised Statutes Sections 8.285-8.291 (23 kb, 2 pages)
- State Aviation Trust Fund Project Consultant Agreement (189 kb, 35 pages)
 - Exhibit IV- Derivation of Consultant Project Costs (53 kb, 1 page)
 - Exhibit V - Engineering Basic and Special Services-Cost Breakdown (67 kb, 1 page)
- Sample Letter of Recommendation of Approval for Project Consultant Agreement (22 kb, 1 page)
- Certification of Compliance (form) (33 kb, 1 page)

Airports Resources

- Obstructions Evaluation Submission (electronic 7460-1)
- Notice of Proposed Landing 7480-1 (form)
- FAA Series 150 Advisory Circulars for Airports
- FAA Airport's GIS Website
- Aeronautical GIS Survey Scope of Work
- Request for new or amended Instrument Approach Procedures
- Airport Layout Plan (ALP) and Narrative Checklist (277 kb, 10 pages)
- VGSI Data Form and Request for Flight Inspection (55 kb, 1 page)

Land Acquisition

- Land Acquisition Guidance
- MoDOT Approved Appraiser List
- Sponsor Certification for Certificate of Title (form) (85 kb, 12 pages)
- Sponsor Certification of Environmental Site Assessment (form) (43 kb, 2 pages)
- Sponsor Certification for Real Property Acquisition (form) (48 kb, 3 pages)
- Exhibit A Property Map Guidance

Environmental

- Environmental Guidance
- Undocumented Categorical Exclusion Letter (Environmental Clearance Letter) (21kb, 1 page)
- Documented Categorical Exclusion-FAA SOP 5.XX (355 kb, 8 pages)
- Documented Categorical Exclusion-MoDOT Signature Page (24 kb, 1 page)

Compliance

- Compliance Guidance
- Standard DOT Title VI Assurances (43 kb, 4 pages)
- Sponsor Questionnaire-Airport Compliance Status (130 kb, 16 pages)
- FAA/MoDOT Lease Requirements, Recommendations, and Guidance (95 kb, 5 pages)

Utility Adjustments

- Utility Agreement (71 kb, 36 pages)

Engineering, Design, and Construction

- **Sponsor Certifications For Federally Funded Projects**
 - Sponsor Certification for Conflict of Interest
 - Sponsor Certification for Drug-Free Workplace
 - Sponsor Certification for Projects Plans and Specifications (46 kb, 2 pages)
 - Sponsor Certification for Equipment/Construction Contracts (46 kb, 3 pages)
 - Sponsor Certification for Construction Project Final Acceptance (46 kb, 3 pages)
 - Sponsor Certification for Equipment Final Acceptance (38 kb, 2 pages)

- **Construction Project Items**

Federal Projects

- Weekly DBE Compliance Review Report (38 kb, 2 pages)

Federal & State Projects

- Sample Letter of Recommendation to Award for Construction Contracts (22 kb, 1 page)
- Weekly Construction Progress and Inspection Report (35 kb, 1 page)
- Weekly Wage Rate Interview Report (32 kb, 1 page)
- Change Order and Supplemental Agreement Instructions (68 kb, 3 pages)
- Change Order and Supplemental Agreement Form (Auto) (28 kb, 1 page)

- **Project Closeout Items**

Federal Projects

- Sample Certification Letter from Prime Contractor Regarding DBE's (24 kb, 1 page)
- DBE Documentation – Final Construction Report

Federal & State Projects

- Final Testing Report (Checklist) (70 kb, 3 pages)
- Electrical Systems Testing Report (36 kb, 1 page)
- Precision Approach Path Indicator (PAPI) Inspection Report (47 kb, 1 page)
- Contractor's Certification Regarding Settlement of Claims (37 kb, 12 pages)

- **MoDOT Construction Specifications**

Federally Funded Projects

- Federal-Preparation of Project Plans and Specifications (307 kb, 127 pages)
- Federal-Construction Observation Program (293kb, 22 pages)
- Federal-Preparation of Equipment Specifications (240 kb, 42 pages)
- AC 150/5370-10G Standards for Specifying Construction of Airports

Federal & State Projects

- Construction Observation Program (Non-Paving) (91 kb, 10 pages)
- Construction Observation Program-Required Tests and Certifications (75 kb, 17 pages)
- Construction Project Review Level Matrix
- Construction Plans Full Review Checklist
- Construction Plans General Review Checklist
- Safety Plan Checklist

State Funded Projects

- State-Preparation of Project Plans and Specifications (585 kb, 84 pages)
- State-Construction Observation Program (266 kb, 18 pages)
- MO-100 Mobilization (28 kb, 1 page)
- MO-152 Excavation and Embankment (71 kb, 11 pages)
- MO-155 Fly Ash Treated Subgrade (45 kb, 5 pages)
- MO-156 Erosion and Sediment Control (50 kb, 6 pages)
- MO-161 Woven Wire Fence with Steel Posts (37kb, 3 pages)
- MO-162 Chain-Link Fences (39 kb, 3 pages)
- MO-209 Crushed Aggregate Base Course (35 kb, 4 pages)
- MO-401S Plant Mix Bituminous Pavements (87 kb, 14 pages)
- MO-500 Joint and Crack Resealing-Concrete Pavement (36 kb, 3 pages)
- P-501 Portland Cement Concrete Pavements is now required for Aviation Projects in Missouri. Find the form on the linked FAA page. (effective May 2013)
- MO-601 Surface Preparation (38 kb, 4 pages)
- MO-602 Bituminous Prime Coat (29 kb, 2 pages)
- MO-603 Bituminous Tack Coat (29 kb, 2 pages)
- MO-610 Structural Portland Cement Concrete (45 kb, 5 pages)
- MO-620 Runway and Taxiway Painting (43 kb, 4 pages)
- MO-622 Crack and Joint Sealing-Bituminous Pavement (31 kb, 3 pages)
- MO-623 Pavement Friction Sealcoat Surface Treatment (48 kb, 5 pages)
- MO-701 Pipe for Storm Drains and Culverts (38 kb, 4 pages)

- MO-706 Prefabricated Underdrains (54 kb, 5 pages)
 - MO-901 Seeding (71 kb, 7 pages)
 - MO-905 Topsoiling (25 kb, 2 pages)
 - MO-908 Mulching (27 kb, 2 pages)
- **MoDOT Electrical Specifications** (State Funded Projects)
 - MO-101 Airport Rotating Beacons (39 kb, 5 pages)
 - MO-103 Airport Beacon Towers (36 kb, 4 pages)
 - MO-107 Airport 8-Foot and 12-Foot Wind Cones (36 kb, 4 pages)
 - MO-108 Underground Power Cable for Airports (402 kb, 12 pages)
 - MO-109 Airport Prefabricated Housing and Equipment (373 kb, 7 pages)
 - MO-110 Airport Underground Electrical Duct Banks and Conduits (56 kb, 8 pages)
 - MO-120 Airport Precision Approach Path Indicator (PAPI) System (41 kb, 5 pages)
 - MO-125 Airport Lighting Systems and Guidance Signs (51 kb, 5 pages)

Airports Central Region – AIP Guide Index

This guide has been prepared to assist Central Region airport owners and their consultants in obtaining and administering an Airport Improvement Program (AIP) grant. Users of this guidance shall note that requirements for AIP participation are established within applicable United States Code, Public Law, Federal Regulations and official FAA policy. The supplemental guidance and best practices provided within this guide are not intended to create additional participation requirements over and above that established by statute, regulation, or official FAA policy. In the event this guidance conflicts with current AIP policy, the AIP policy has precedence. Web site address
http://www.faa.gov/airports/central/aip/sponsor_guide/

100 - Airport Improvement Program (AIP)

- 110 - Overview
- 120 - Checklists for Typical AIP Funded Projects
- 130 - Sponsor Eligibility
- 140 - Project Eligibility
- 150 - AIP Obligations
- 160 - FAA Standards
- 170 - Non-Primary Entitlement Funds

200 - Civil Rights

- 210 - DBE Overview
- 220 - DBE Program Submittal Information
- 230 - DBE Goals
- 240 - Good Faith Efforts
- 250 - DBE Contract Provisions
- 260 - DBE Reporting Requirements
- 270 - Identifying DBE Fraud

300 - Procurement of Professional Services

- 310 - Procurement Requirements and Standards for A/E Services
- 320 - Roles and Responsibilities
- 330 - Selection Guide
- 340 - Contract Establishment
- 350 - Acquiring a Surveyor for AGIS

400 - Procurement

- 410 - Procurement Standards - §18.36(b)
- 420 - Competition - §18.36(c)
- 430 - Procurement Methods - §18.36(d)
- 440 - Small & Minority Firms & Womens Business Enterprises - §18.36(e)
- 450 - Cost and Price Analysis - §18.36(f)
- 460 - FAA Review of Procurement Documents - §18.36(g)
- 470 - Bond Requirements - §18.36(h)
- 480 - Federal Provisions - §18.36(i)
- 490 - Buy American Preferences - Title 49 USC 501

500 - Airport Planning

- 510 - National Plan of Integrated Airport Systems (NPIAS)
- 515 - Master Plans
- 520 - Airport Layout Plans
- 530 - Environmental Review
- 540 - Airport Site Investigations
- 550 - Runway Protection Zones
- 560 - Airport Property Interests
- 570 - Apron Design
- 580 - Planning Resources

600 - Project Formulation

- 610 - Requesting Aid: ACIP
- 620 - Benefit/Cost Analysis
- 630 - FAA Reimbursable Agreements

700 - Grant Implementation

- 710 - Project Initiation
- 720 - Project Application
- 730 - Sponsor Assurances
- 740 - Drug Free Workplace Requirements
- 750 - Title VI Assurance
- 760 - Executing the Grant Offer

800 - Sponsor Certification

900 - Project Design Development Projects

- 910 - Predesign Conference
- 920 - Engineer's Design Report
- 930 - Plans and Specifications
- 940 - Regional Approved Modifications to AC 150/5370-10
- 950 - Sponsor Modifications of FAA Standards
- 960 - Operational Safety on Airport During Construction

1000 - Construction Phase

- 1010 - Bidding
- 1020 - Contract Award
- 1030 - Construction Observation Program
- 1040 - Preconstruction Conference
- 1050 - Notice-to-Proceed
- 1060 - Labor Provisions
- 1070 - Inspections
- 1080 - Contract Modifications

1100 - Runway Commissioning

- 1110 - Airports Geographic Information Systems (AGIS)
- 1120 - Revising Airport Aeronautical Information
- 1130 - Runway Commissioning Data
- 1140 - Commissioning of Non-Federal VGSI

1200 - Equipment Projects

- 1210 - Federal Provisions
- 1220 - Sample Bid Documents

1300 - Airport Land Acquisition

- 1310 - Land Acquisition Requirements
- 1320 - Environmental Site Assessment
- 1320 - Satisfactory Evidence of Good Title

1400 - Sponsor Force Accounts

- 1410 - Force Account Overview
- 1420 - Force Account Engineering Services
- 1430 - Construction Force Account

1500 - Grant Payments

- 1510 - DELPHI eInvoicing System
- 1520 - Making the Grant Drawdown
- 1530 - Invoice Summary
- 1540 - Financial Reports
- 1550 - Payment History
- 1560 - Improper Payments

1600 - Grant Closeout

- 1610 - Development Project Closeout
- 1620 - Equipment Project Closeout
- 1630 - Planning Grant Closeout
- 1640 - Grant Amendment

1700 - Post Grant Obligations

- 1710 - Record Keeping
- 1720 - Audit Requirements
- 1730 - Financial Reports
- 1740 - Compliance
- 1750 - Pavement Maintenance
- 1760 - Release of Airport Property



**FAA
Airports**

ASSURANCES

Airport Sponsors

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

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

C. Sponsor Certification.

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

1. General Federal Requirements.

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

Federal Legislation

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

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

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

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

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

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

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

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

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

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

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

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

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

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

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 12/31/2015

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

NUMBER	TITLE
70/7460-1L	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operators
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	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
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
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 of Changes
150/5300-13A, 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
150/5300-18C	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
150/5320-5D	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

NUMBER	TITLE
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
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

NUMBER	TITLE
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 Flashing Light 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 and Graphics
150/5360-13 Change 1	Planning and Design Guidelines 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
150/5370-13A	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
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 12/31/2015

NUMBER	TITLE
150/5100-14E, Change 1	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
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-12B	Quality Control of Construction for Airport Grant Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 02/15/18Originator: *(Name/Title)* Ed Rucker City AttorneyDate Submitted: 02/07/18**Agenda Item Title:**

Bill 18-10 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute on behalf of the City, the Osage Beach Commons Community Improvement District Cooperative Agreement.

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

Motion to Approve

☒First Reading of Bill # 18-10☐

Second Reading of Bill # _____

☐

Resolution # _____

☐

Proclamation

☐

Public Hearing

☐

Other (Describe) _____

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

City Code Section 110.240: Adoption of Ordinances.

Deadline for Action: YES ☐ NO ☒

If yes, explain:

No specific deadline exists but the CID board has met and approved the Cooperative Agreement, as has the developer, and this is the last step to set up the CID.

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:

Cooperative Agreement

Department Comments and Recommendation:

The CID board has met and approved the Cooperative Agreement, as has the developer, and this is the last step to set up the CID.

City Administrator Comments and Recommendation:

I concur with the City Attorney's recommendation.

BILL NO. 18-10

ORDINANCE NO. 18.10

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY, THE OSAGE BEACH COMMONS COMMUNITY IMPROVEMENT DISTRICT COOPERATIVE AGREEMENT.

WHEREAS, the Board of Aldermen hereby finds that it is in the best interest of the City to execute the Osage Beach Commons Community Improvement District Cooperative Agreement as a necessary step in the Osage Beach Commons TIF Redevelopment Project; and

WHEREAS, the Board of Aldermen understands that the TSG Osage Beach LLC, the project developer, and the Board of the Osage Beach Commons Community Improvement District have approved and executed the agreement:

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

Section 1. The Mayor is authorized to execute on behalf of the City of Osage Beach, the Osage Beach Commons Community Improvement District Cooperative Agreement as attached or in a form substantially the same and under the terms set forth in the form attached hereto as ("Exhibit A").

Section 2. Severability

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

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

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

Section 4. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that Ordinance No.18.10 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Cynthia Lambert, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No.18.10.

John Olivarri, Mayor

Date

Cynthia Lambert, City Clerk

COOPERATIVE AGREEMENT

among the

CITY OF OSAGE BEACH, MISSOURI,

the

OSAGE BEACH COMMONS COMMUNITY IMPROVEMENT DISTRICT

and

TSG OSAGE BEACH, LLC

dated as of

_____, 2018

EXHIBITS

- A. Legal Description
- B. District Boundary Map
- C. Completion Certificate
- D. Certificate of District Administrative Costs
- E. Project Budget

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“Agreement”), entered into as of this ____ day of _____, 2018, among the CITY OF OSAGE BEACH, MISSOURI, a political subdivision of the State of Missouri (“City”), and the OSAGE BEACH COMMONS COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision and community improvement district (“District”), and TSG OSAGE BEACH, LLC, a Missouri limited liability company (“Developer”) (the City, the District and the Developer are collectively referred to herein as the “Parties” and individually as “Party,” as the context so requires).

RECITALS

WHEREAS, on May 12, 2017, the Petition to Establish the Osage Beach Commons Community Improvement District (“Petition”) was filed with the City Clerk pursuant to Sections 67.1401 through 67.1571 of the Missouri Community Improvement District Act (“Act”); and

WHEREAS, on June 15, 2017, the Board of Aldermen, the governing body of the City, held a public hearing regarding the establishment of the District; and

WHEREAS, on June 29, 2017, the Board of Aldermen adopted Ordinance No. 17.44 establishing the District as a political subdivision pursuant to the Act; and

WHEREAS, all of the real property within the District is legally described on the attached Exhibit A and shown on the map attached as Exhibit B; and

WHEREAS, the purpose for the District is to fund and undertake the District Projects and Services; and

WHEREAS, the intended funding mechanism for the District is the Sales Tax to: (a) pay District Project Costs and Services Costs; (b) pay the principal of, premium, if any, and interest on any bonds, notes, or other obligations issued pursuant to the Act to fund the District Project Costs; and (c) pay the District Administrative Costs; and

WHEREAS, the Parties desire to set forth through this Agreement their respective rights and obligations with respect to the District Projects and the Services and the operation of the District.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS, AND EXHIBITS

Section 1.1 Recitals and Exhibits. The representations, covenants, and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions. In addition to words and terms defined by the Act and elsewhere in this Agreement, the following words and terms shall have the meanings ascribed to them in this Section unless the context in which such words and terms are used clearly requires otherwise:

“Act” means the Missouri Community Improvement District Act, §§ 67.1401, *et seq.*, RSMo, as amended.

“Account” means the account established in the name of the District and held by the City as the District’s agent at such bank selected by the City for the deposit of District Revenue and for the payment of District Project Costs, Services Costs and District Administrative Costs.

“Agreement” means this Intergovernmental Cooperative Agreement, as from time to time amended in accordance with its terms.

“Applicable Laws” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, requirement, or decision of or agreement with or by any unit of government.

“Board of Aldermen” means the governing body of the City.

“Board of Directors” means the Board of Directors of the Osage Beach Commons Community Improvement District.

“Budget” means the annual District budget that is prepared in accordance with applicable state laws and the terms of this Agreement.

“Certificate of District Administrative Costs” or “Certificate” means the Certificate of District Administrative Costs in substantially the form attached as Exhibit D requesting payment or reimbursement, as applicable, of District Administrative Costs. A Certificate may be submitted by the Developer by itself, by the District by itself, or jointly by the Developer and the District for payment or reimbursement of District Administrative Costs.

“City” means the City of Osage Beach, a municipal corporation of the State of Missouri.

“City Administrative Fee” means an amount equal to 1% of the Sales Tax collected in the previous month by the City, which the Parties agree is reasonably anticipated to cover the costs incurred by the City in the performance of the City’s administrative duties under this Agreement.

“City Administrative Services” means the services to be provided by the City to the District as specifically described in Section 4.5 of this Agreement.

“City Clerk” means the Clerk of the City.

“City Finance Director” or “Director of Finance” means the Director of Finance for the City.

“City Hall” means the official office of the City located at 1000 City Parkway, Osage Beach, Missouri 65065.

“City Administrator” means the City Administrator of the City.

“City Treasurer” means the Finance Director of the City.

“Costs of Formation” means all costs and expenses incurred to form the District and to negotiate, approve and execute this Agreement, including all work and services performed by consultants for the Developer and the City.

“Demolition” means the demolition and removal of all existing buildings and improvements located on the District Land on the date of this Agreement.

“Developer” means TSG Osage Beach, LLC, a Missouri limited liability company, and its authorized successors and assigns.

“District Administrative Costs” means the amounts incurred by the District for overhead expenses of the District for administration, operation, implementation, collection, and enforcement incurred in connection with the District Revenue. District Administrative Costs include, without limitation, the following: (a) reimbursement of the Developer for Costs of Formation and other costs that are properly reimbursable to the Developer; (b) reimbursement of the Board of Directors for actual expenditures in the performance of duties on behalf of the District as permitted by the District’s bylaws and the Act; and (c) actual, reasonable expenses that are necessary or desirable for the operation of the District as permitted under the Act that shall include, but are not limited to, costs associated with elections, notices, publications, meetings, supplies, equipment, photocopying, the engagement of legal counsel, accounting, engineering, land use planning, financial auditing services, insurance, administration of the Sales Tax, enforcement and collection of the Sales Tax, and other professional consultants or services.

“District” means the Osage Beach Commons Community Improvement District, a political subdivision of the State of Missouri and community improvement district established in accordance with the Act.

“District Projects” means (1) the Demolition, and (2) the design and construction of the public improvements that are funded by the District, as described in the column titled “CID Allocation” in the Project Budget.

“District Project Costs” means all actual and reasonable costs and expenses which are incurred by, at the direction of or otherwise with the consent of the District with respect to performance of the District Projects, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors, and material men for the District Projects that are performed by or on behalf of the District, plus all actual and reasonable costs to plan, finance, develop, design, and acquire the District Projects, including, but not limited to, the following, but only up to the maximum aggregate amount of Two Million Dollars (\$2,000,000), plus Financing Costs:

- (1) actual and reasonable fees and expenses of land use planners, architects, appraisers, attorneys, surveyors, and engineers for estimates, surveys, soil borings, and soil tests and other preliminary investigations and items necessary to the commencement of construction, Financing Costs, preparation of plans, drawings, and specifications and supervision of construction, as well as for the performance of all other duties of land use planners, architects, appraisers, attorneys, surveyors and engineers in relation to the creation of the District and performance of the District Projects and all actual and reasonable costs for the oversight of the completion of the District Projects; and
- (2) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, performance, improvement, and financing of the District Projects and which may lawfully be paid or incurred under the Act.

“District Revenue” means the Sales Tax revenue collected by DOR on behalf of the District and deposited in the Account and such other revenue earned or received by the District from other sources.

“District Land” means the real property within the District legally described in the attached Exhibit A.

“DOR” means the Missouri Department of Revenue.

“Event of Default” means any event specified in Section 6.1 of this Agreement.

“Excusable Delays” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party's failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner.

“Financing Costs” means those costs incurred as a result of Obligations issued by the District pursuant to the Act, including but not limited to loan fees, capitalized interest, legal fees, financial advisor fees, broker fees or discounts, printing, interest, and other costs related to such financing.

“Indenture” means any bond trust indenture, financing agreement, or other agreement governing the issuance, payment and/or redemption of the Obligations.

“Mayor” means the Mayor of the City.

“Notes” means revenue notes (including any revenue notes issued in substitution or replacement of revenue notes, including any subordinated notes) issued by the District pursuant

to and subject to this Agreement and the resolution of the District authorizing such Note(s), to evidence the District's limited obligation to repay costs which are reimbursable pursuant to this Agreement in accordance with the Act and this Agreement.

"Obligations" means any bonds, Notes, loans, or other obligations issued or obtained by the District and payable from or secured by the portion of District Revenue that is not captured as economic activity taxes under the TIF Act, or such other collateral permitted under the Act for the purpose of financing all or part of the District Project Costs and the District Administrative Costs.

"Project Budget" means the budget for the District Project attached hereto as Exhibit E.

"Sales Tax" means a sales and use tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within its boundaries pursuant and subject to the Act at a maximum rate of one percent (1.0%).

"Services" means any services authorized to be funded by the Act and approved by the Board of Directors.

"Services Costs" means all actual and reasonable costs and expenses which are incurred by, at the direction of or otherwise with the consent of the District with respect to performance of the Services.

"Special Allocation Fund" means the fund established by the City into which, as required by the TIF Act, fifty percent (50%) of the total additional revenue from taxes which are imposed by the City or other taxing districts, including the District, which are generated by economic activities within the District are to be deposited within the Special Allocation Fund for the TIF Plan.

"TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, RSMo, §§ 99.800 *et seq.*, as amended.

"TIF Agreement" means the Tax Increment Financing Redevelopment Agreement between the City and Developer approved by Ordinance No. 17.63 which was adopted by the Board of Aldermen on September 21, 2017 for the purpose of implementing the TIF Plan, as may be amended.

"TIF Plan" means the Osage Beach Commons Tax Increment Financing Plan approved by Ordinance No. 17.43 adopted by the Board of Aldermen on June 29, 2017, the boundaries of which plan is conterminous with the District Land, as may be amended.

"TIF Revenue" means that portion of the Sales Tax that is subject to capture as Economic Activity Taxes (as defined in the TIF Plan) within the District.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District. The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any mortgage, deed of trust, lease, or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

D. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

E. The District acknowledges that the funding and performance of the District Projects and the Services is of significant value to the City, the District, the District Land, and the general public.

F. The District acknowledges that the District Projects and the Services conform to the purposes of the Act and that this Agreement constitutes an agreement with the Developer, as required by Section 67.1461.2, RSMo, to undertake the Demolition on private property within the District owned by the Developer or an affiliated entity controlled by the Developer; provided that the Board of Aldermen first determines that any such action to be taken is reasonably anticipated to remediate the blighting conditions found to exist on the District Land and will serve a public purpose.

Section 2.2. Representations by the City. The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a Fourth-Class City and is a political subdivision in which the District is located.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and by proper action of its Board of Aldermen, the City Administrator or other designated City official has been duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any mortgage, deed of trust, lease, or any other restriction, agreement, or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

D. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

E. The City acknowledges that the funding and performance of the District Projects and the Services is of significant value to the City, the District, the District Land, and the general public.

F. The City acknowledges that the District Projects and the Services conform to the purposes of the Act and that this Agreement constitutes an agreement between the District and the Developer, as required by Section 67.1461.2, RSMo, to undertake the Demolition on private property within the District owned by the Developer or an affiliated entity controlled by the Developer; provided that the Board of Aldermen first determines that any such action to be taken is reasonably anticipated to remediate the blighting conditions found to exist on the District Land and will serve a public purpose.

Section 2.3. Representations by the Developer. The Developer represents that:

A. The Developer is a Missouri limited liability company, duly organized and existing under the laws of the State of Missouri.

B. The Developer has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Class A Members, the Developer has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized Manager.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the Developer will not conflict with or result in a

breach of any of the terms, conditions, or provisions of, or constitute a default under, any mortgage, deed of trust, lease, or any other restriction or any agreement or instrument to which the Developer is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the Developer or any of its property, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Developer under the terms of any instrument or agreements to which the Developer is a party.

D. There is no litigation or proceeding pending or threatened against the Developer affecting the right of the Developer to execute or deliver this Agreement or the ability of the Developer to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

E. The Developer acknowledges that the funding and performance of the District Projects and the Services is of significant value to the City, the District, the District Land, and the general public.

F. The Developer acknowledges that the District Projects and the Services conform to the purposes of the Act and that this Agreement constitutes an agreement with the District, as required by Section 67.1461.2, RSMo, to undertake the Demolition on private property within the District owned by the Developer or an affiliated entity controlled by the Developer; provided that the Board of Aldermen first determines that any such action to be taken is reasonably anticipated to remediate the blighting conditions found to exist on the District Land and will serve a public purpose.

ARTICLE 3: FINANCING IMPROVEMENTS AND SERVICES

Section 3.1. Design and Performance of District Projects.

A. The property necessary for the District Projects is owned by Developer, and thus the District shall not exercise its power of eminent domain to acquire property.

B. The District's primary role is to fund and/or assist in the funding of the District Projects. The District Projects shall be designed and performed by or at the direction of the Developer in accordance with the TIF Agreement, subject to Applicable Laws; the District shall have no obligation to design and perform the District Projects. The Developer shall comply with all Applicable Laws, which may include public bidding, the posting of bonds and the payment of prevailing wages to contractors or subcontractors of the Developer for performance of the District Projects. The Developer shall indemnify and hold harmless the City and the District for any claims for damages resulting to the City or the District from failure of either the Developer or its contractor or subcontractors to comply with Applicable Laws, including, without limitation, posting of bonds and payment of prevailing wages pursuant to Applicable Laws.

C. The Developer shall contract for engineering, survey, planning and other professional service consultants for the design and performance of the District Projects in accordance with the TIF Agreement and Applicable Laws.

D. The Developer shall be responsible for obtaining any inspection and construction management services during performance of the District Projects and shall, among other things, monitor prevailing wage reports submitted by contractors and ensure compliance with state prevailing wage laws, review all invoices and change orders received from contractors and submit them as required by this Agreement to receive reimbursement by the District.

E. The Developer shall, to the extent allowed by law, indemnify, release, defend, be responsible for and forever hold harmless the City and the District, their respective officers, directors, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, losses, expenses, including reasonable attorney's fees and other defense costs, or liabilities of any character and from any cause whatsoever, brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of the Developer or its agents, employees, contractors or subcontractors, to the extent such loss or injury occurs during the performance of the District Projects; provided, however, that the Developer need not save harmless the City or the District from claims, demands, losses and expenses arising out of or to the extent caused by the negligence or willful misconduct of the City or its employees or agents, or the District or its directors or agents, respectively.

F. Prior to commencing performance of the District Projects, the Developer or its contractor shall file with the City and the District evidence of liability insurance that is consistent with the requirements of the TIF Agreement.

Section 3.2. Financing the Improvements.

A. The District may issue Obligations to fund all or a portion of the District Project Costs as permitted by Section 67.1491, RSMo.

B. To facilitate formation of the District, the Developer has advanced funds to pay legal and planning costs. The District hereby agrees to reimburse the Developer for Costs of Formation and other District Administrative Costs with the proceeds of the Obligations and other District Revenue. The District shall provide to the City upon request copies of invoices, contracts, and supporting documentation as requested by the City to evidence the amounts to be reimbursed to Developer.

C. The District shall be solely responsible for payment of District Project Costs and Services Costs with the proceeds of Obligations or other District Revenue.

D. The District may issue one or more Notes upon terms and conditions that are consistent with the issuance of Special Allocation Fund Notes as provided in the TIF Agreement. The provisions set forth in the TIF Agreement regarding the procedures, terms and conditions upon which Special Allocation Fund Notes may be issued shall apply to the issuance of Notes by the District.

Section 3.3. Services.

After all District Project Costs are fully reimbursed and after the TIF Plan has been terminated, the District may fund the Services Costs. No District services, other than those covered by the District Administrative Costs, shall be funded by the District until the TIF Plan has been terminated.

Section 3.4. Impact of TIF Plan

A. Where the District overlaps with all or any portion of the TIF Plan redevelopment project area, fifty percent (50%) of the Sales Tax generated within the TIF Plan redevelopment project area will be captured by the TIF Plan as an incremental Economic Activity Tax, as defined in the TIF Plan.

B. Pursuant to Section 99.845.3, RSMo, the District hereby consents to the 50% capture of the Sales Tax as an economic activity tax under the TIF Plan.

Section 3.5. Certificates of Completion. Upon substantial completion of the District Projects, the Developer or the Developer's contractor or engineer shall submit a Certificate of Completion substantially in the form attached hereto as Exhibit C ("Completion Certificate") to the City and the District. The Developer or the Developer's contractor or engineer shall certify that the work described therein has been completed in accordance with this Agreement, and, if applicable, all required approvals, certificates or permits have been granted or issued by the appropriate governmental entity or agency to commence operation of all such improvements. The City shall, within thirty (30) days following delivery of a Completion Certificate, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Completion Certificate. A Completion Certificate shall be deemed accepted by the City unless, prior to the end of such 30-day period after delivery, the City furnishes the Developer with specific written objections to the status of the work that is the subject thereof, describing such objections and the measures required to correct such objections in reasonable detail.

Section 3.6. Ownership and Maintenance of District Projects. The District's primary role is to fund and/or assist in the funding of the District Projects. Title to the improvements and property funded in whole or in part by the District and which are not transferred to the District shall be leased to the District for the useful life of the improvement, and the maintenance of such improvements shall be governed by the terms of the lease.

ARTICLE 4: COLLECTION OF FUNDS

Section 4.1. Imposition of the Sales Tax. The Board of Directors shall impose the Sales Tax by resolution, subject to approval by the qualified voters within the District in accordance with the Act. The District is authorized to submit the Sales Tax question to the qualified voters within the District and to conduct a mail-in election in coordination with the Camden County Clerk. DOR will collect the Sales Tax as provided in the Act. All District expenditures and payments from District Revenue shall be subject to annual appropriation of the District.

Section 4.2. Administration and Collection of the Sales Tax.

A. DOR will collect the Sales Tax as provided in the Act and deposit monthly collections into the Account pursuant to an agreement between the District and the DOR. The District agrees to perform or provide for the performance of all functions incident to the administration, enforcement, and operation of the Sales Tax, to the extent not performed by the DOR, pursuant to the Act, and subject to this Agreement. The District shall prepare or cause to be prepared financial statements according to generally accepted accounting principles and the Budgets and reports as set forth in Section 5.1 or such other documents as may be required under the Act or by the Applicable Laws.

B. The District hereby appoints the City as the District's agent to receive and disburse the Sales Tax revenues, subject to this Agreement. As the District's agent, the City shall have the right and obligation to: (i) receive Sales Tax deposits from the DOR into the Account; (ii) maintain the Account for deposit of all District Revenue and pay any reasonable bank fees; and (iii) maintain the District's checkbook, write checks, and arrange for check signatures by authorized District officers for payment of District-approved expenditures.

At any time during the term of the Sales Tax, the District may: (i) enter into any contract required by DOR for the collection of the Sales Tax and disbursement thereof to the Account in accordance with the Act; and (ii) prescribe any required forms and administrative rules and regulations for reporting the Sales Tax. Such actions shall be coordinated with City staff to provide for the proper collection and disbursement of the Sales Tax revenues.

Upon the expiration of the Sales Tax, all funds remaining in the Account shall continue to be used solely in accordance with this Agreement and the Act.

C. The District shall notify the City in writing of each meeting of the Board of Directors by delivering a copy of such notice and an agenda for the noticed meeting by U.S. Postal Service or electronic mail to the City Clerk at the address provided in Section 7.4. All meeting notices shall be posted at City Hall, the District's official office as designated in the District's bylaws.

Section 4.3. Investment of District Revenue. District Revenue on deposit in the Account shall be funds of the District only and shall not be deemed to be City funds. The District Revenues which are Economic Activity Taxes pursuant to the TIF Plan are subject to transfer to the Special Allocation Fund for the TIF Plan in accordance with Section 4.5 of this Agreement to be expended in accordance with the TIF Agreement. The City shall invest the District Revenue on deposit in the Account pursuant to directions of the Board of Directors and in accordance with the Act and other Applicable Laws. All interest earned upon the balance in the Account shall be deposited to the credit thereof.

Section 4.4. District Administrative Costs. The City shall pay for the District Administrative Costs from District Revenue. The District Administrative Costs shall be included in the District's annual Budget, as provided in Section 5.1. In the course of performing the City Administrative Services set forth in this Agreement, the City shall not incur District Administrative Costs or other costs for the District or otherwise obligate the District without the

express prior written approval of the District, which approval shall be given only in the District's sole discretion.

Section 4.5. City Administrative Services and City Administrative Fee.

A. The Parties acknowledge that the administrative services to be performed by the City and the District under this Agreement are mutually beneficial and necessary to allow the District to undertake the District Projects and the Services for which it was created.

B. The City shall perform the City Administrative Services as described below:

(i) Administer the Account and receive and disburse the Sales Tax revenues in accordance with the District Budget and other approvals of the District.

(ii) Assist the District regarding notifications to the DOR by utilizing information from new business applications for a City business license within the District. The City and the District shall cooperate to ensure that each such notification to the DOR shall include the: (a) name of the business; (b) address of the business location; (c) state tax identification number of the business; (d) anticipated opening date of the business; and (e) such other information as may be required by the DOR to register the business with the state.

(iii) The City shall keep accurate records of information and documents received or prepared by the City in connection with the District and such records shall be open to the inspection of officers of the District. The City shall provide a copy of monthly Account bank statements to the District's accountant. The District shall arrange for the receipt of sales tax reports from DOR, and such reports shall be provided to the City's Finance Director for use in performing the City Administrative Services. Any District records which are confidential pursuant to Section 32.057, RSMo, shall be obtained by the District from the Missouri Department of Revenue and shall be provided to the City's Finance Director and other authorized persons in a manner that maintains such confidentiality.

C. The City Administrative Fee shall be paid in the order of priority described in Section 4.7.

Section 4.6. Enforcement of the Sales Tax. As provided in the Act and Applicable Laws, the DOR will collect and enforce the Sales Tax. The District and the City agree to cooperate fully with each other, and to offer such assistance to the DOR as the District and the City may each deem necessary or desirable, to facilitate the DOR's collection and enforcement of the Sales Tax. In addition, the District authorizes the City, to the extent permitted by law, to take all actions necessary for collection and enforcement of the Sales Tax and the City agrees to use its reasonable best efforts to collect and enforce the Sales Tax. To the extent required by the DOR, the City may, in its own name or in the name of the District, as appropriate, prosecute or defend an action, lawsuit or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure the payment of the Sales Tax. The District agrees to cooperate fully with the City and to take all action necessary to effect the

substitution of the City for the District, as appropriate, in any such action, lawsuit or proceeding if the City shall so request; provided, however, the District shall not be required to undertake any enforcement action if the cost of such enforcement is reasonably expected to exceed the amount of revenues sought to be collected or if the amount sought to be collected exceeds the expected enforcement costs and the difference, in the District's discretion, is not enough to justify an enforcement action. Any costs incurred by the District in an attempt to enforce and/or collect the Sales Tax pursuant to this Section shall be considered as a District Administrative Cost.

Section 4.7 Distribution of District Revenue.

A. On the fifteenth (15th) day of each calendar month during the term of this Agreement, the City shall distribute the District Revenues remitted by DOR as follows:

- (i) transfer 50% of the Sales Tax revenues to the Special Allocation Fund for distribution in accordance with the TIF Agreement;
- (ii) pay the City Administrative Fee for such period which shall be paid from the portion of the Sales Tax revenues which are not transferred to the Special Allocation Fund;
- (iii) pay the District Administrative Costs from the portion of the Sales Tax revenues which are not transferred to the Special Allocation Fund, including reimbursement to the Developer for District Administrative Costs previously funded by Developer;
- (iv) pay for reimbursement of eligible and approved District Project Costs, including payment of amounts due under Obligations; and
- (v) if the TIF Plan has been terminated, pay for eligible Services Costs.

The City shall provide a written statement to the District of all amounts distributed to the City and to the Special Allocation Fund on a monthly basis. All remaining and accumulating funds in the Account shall be eligible for payment or reimbursement to the Developer and/or the District as provided in this Agreement.

B. The City shall pay the District or the Developer, as applicable for all verified District Administrative Costs pursuant to a completed Certificate of District Administrative Costs submitted to the City by the District and/or the Developer in substantially the form attached hereto as Exhibit D. Notwithstanding anything in this Agreement to the contrary, District Administrative Costs are payable only from District Revenue on hand in the Account and from no other source. In no event will the City appropriate funds from the City's general fund or from any fund other than the Account to pay or reimburse District Administrative Costs. The District and the Developer shall, at the City's request, provide itemized invoices, receipts or other information.

C. A Certificate of District Administrative Costs shall not be presented to the City more than twice per month. The following shall apply to consideration of each Certificate:

(i) The City shall either accept, reject or request more information for each Certificate of District Administrative Costs within thirty (30) days after the submission thereof. The City acknowledges that the funds in the Account are funds of the District and that the City is managing the Account solely on behalf of the District as the District's agent and, therefore, the City's acceptance of a Certificate shall not be unreasonably withheld, conditioned or delayed. If the City determines that any cost identified as a District Administrative Cost is not an eligible District cost under the Act or has been previously reimbursed to the Developer with TIF Revenue pursuant the TIF Agreement, the City shall so notify the Developer and/or the District, as applicable, in writing within such 30-day period, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer and/or the District, as applicable, shall have the right to appeal to the City. The Developer, the District and the City agree to cooperate and to use good faith efforts to resolve any appeal.

(ii) If the City does not reject the Certificate, identify ineligible costs or request additional information from the Developer and/or the District, as applicable, within the initial 30-day response period, then such Certificate will be deemed approved by the City.

(iii) Each Certificate shall be submitted to the City Treasurer or other City official designated by the City and the City Treasurer or other designated City official is authorized by and on behalf of the City to review and take action with respect to each Certificate as provided in this Agreement.

(iv) The District shall designate authorized check signers for checks written on the Account for payment of District Administrative Costs approved by the District and accepted by the City as provided in this Agreement. Within five (5) business days of acceptance by the City of a District Administrative Cost distribution, the City shall use best efforts to prepare a check, coordinate signature by an authorized District representative, and deliver or mail the check to the proper payee. If necessary to avoid any Party incurring interest or late payment penalty costs or violating any contractual or payment obligation, the Parties agree to fully cooperate with each other and to use best efforts to expedite the District Administrative Cost distribution and payment process.

Section 4.8. Repeal of the Sales Tax. No proposal to abolish the District and to repeal the Sales Tax shall be made so long as the District's liabilities exceed its assets, there are outstanding claims or causes of action pending against the District, or while the District is insolvent, in receivership or under the jurisdiction of a bankruptcy court.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1. Annual Budget, Annual Financial Report, Annual Report, and Obligations.

A. The District's fiscal year shall begin on January 1 and end on December 31 in each year that the District remains in existence. Not earlier than 180 days and not later than 90 days before the first day of each fiscal year, the District shall prepare, or cause to be prepared, a Budget for capital and operating expenses for the next succeeding fiscal year. Each Budget and

any amendments thereto shall generally be prepared in accordance with all applicable state statutes, including specifically Section 67.010, RSMo, as amended. The Budget shall include the City Administrative Fee and that portion of the Sales Tax captured by the TIF Plan. The Board of Directors shall hold an annual meeting and adopt an annual Budget not later than 30 days before the first day of each fiscal year. The District shall provide a copy of the approved Budget to the City Treasurer.

B. As required by Section 105.145, RSMo, the District shall prepare, or cause to be prepared, an annual financial report of the District's financial transactions during each fiscal year and submit a copy of the annual financial report to the State Auditor as required by law. The District shall provide a copy of the annual financial report to the City.

C. Within 120 days after the end of each fiscal year, the District shall submit a report to the City Clerk and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made during such fiscal year, together with copies of written resolutions adopted by the Board of Directors during the fiscal year. The City agrees to fully cooperate with the District and to assist the District in the preparation of the annual report.

D. The Obligations shall be the special obligation of the District. The Obligations shall not be debt of the State of Missouri, as that term is used and defined in the Constitution and state statutes, or any agency or political subdivision of the state.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1. Events of Default. If the following event shall occur and be continuing following the expiration of any cure provisions herein, then such event shall constitute an Event of Default under this Agreement: failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and the continuance of such default for thirty (30) days after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2. Remedies on Default. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or condition of this Agreement by a Party, or any successor, the defaulting or breaching Party shall, upon written notice from the other Party, proceed immediately to cure or remedy such default or breach, and, shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach. If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents, and employees, and to require and compel duties and obligations required by the provisions of this Agreement.

Section 6.3. Rights and Remedies Cumulative. The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and

continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.4. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.5. Excusable Delays. No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such excusable delay.

ARTICLE 7: MISCELLANEOUS

Section 7.1. Effective Date and Term. This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. Upon the expiration of the Sales Tax as provided in Section 4.9, and the termination of the District in accordance with Section 67.1481, RSMo, and the terms of this Agreement, this Agreement shall terminate.

Section 7.2. Immunities. No recourse shall be had for (1) the payment of the principal, interest, or Financing Costs of any Obligations issued by the District, or (2) any claim based upon any representation, obligation, covenant or agreement in this Agreement, against any past, present or future officer, member, employee, director, or agent of the City or the District, or of any successor thereto, as such, either directly or through the City, the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors, or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 7.3. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.4. Notice. Any notice, demand, or other communication required by this Agreement to be given to either party hereto to the other shall be in writing and shall be deemed to be given if it is mailed by United States Certified Mail, return receipt requested, postage prepaid, or via a nationally recognized overnight delivery service that provides proof of delivery, charges prepaid, in either event addressed as hereinafter specified. Electronic mail address for the city clerk is provided solely for purposes of providing notice of a meeting of the Board of Directors of the District as required by Section 4.2.C.

Any notice to City shall be addressed to:

City Administrator
 City of Osage Beach, Missouri
 City Hall
 1000 City Parkway
 Osage Beach, Missouri 65065

City Clerk
 City of Osage Beach, Missouri
 City Hall
 1000 City Parkway
 Osage Beach, Missouri 65065
clambert@osagebeach.org

With a copy to:

Special Legal Counsel
 Gilmore & Bell, P.C.
 2405 Grand, Suite 1100
 Kansas City, Missouri 64108
 Attention: David W. Bushek

Any notice to the District shall be addressed to:

Osage Beach Commons Community Improvement District
 c/o TSG Osage Beach, LLC
 2127 Innerbelt Business Center Drive
 Suite 310
 St. Louis, Missouri 63114
 Attention: Michael Staenberg

With a copy to:

Doug Stone
 Lewis Rice, LLC
 1010 Walnut, Suite 500
 Kansas City, MO 64106

Any notice to the Developer shall be addressed to:

TSG Osage Beach, LLC
 2127 Innerbelt Business Center Drive
 Suite 310
 St. Louis, Missouri 63114
 Attention: Michael Staenberg

With a copy to:

TSG Osage Beach, LLC
2127 Innerbelt Business Center Drive
Suite 310
St. Louis, Missouri 63114
Attention: General Counsel

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days' written notice thereof.

Section 7.5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and all actions shall be heard in Camden County Circuit Court.

Section 7.6. Representatives of City and District Not Personally Liable. No official, agent, employee, or representative of any Party shall be personally liable to any other Party, in the event of default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

Section 7.7. Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 7.8. Entire Agreement. The Parties agree that this Agreement constitutes the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties.

Section 7.9. Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 7.10. City Approvals. Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the City Administrator or his/her designee without the necessity of any action by the Board of Aldermen. The City Administrator, at his/her discretion, may seek the advice or consent of the Board of Aldermen for any requested approval.

Section 7.11. District Approvals. Unless specifically provided to the contrary herein, all approvals of the District hereunder may be given by joint action of (1) the Chairman or his/her designee, and (2) the District Manager or his/her designee, without the necessity of any

action by the Board of Directors. The Chairman, at his/her discretion, may seek the advice or consent of the Board of Directors for any requested approval.

Section 7.12. Developer Approvals. Unless specifically provided to the contrary herein, all approvals of the Developer hereunder may be given by the Manager of the Developer or his/her designee without the necessity of any action by the members of the Developer.

Section 7.13. Recording. The District may record this Agreement with the Camden County Recorder of Deeds within thirty (30) days of the Parties' executing this Agreement and the Parties shall share equally the recording fees.

Section 7.14. Assignment. No Party may assign this Agreement without the prior written consent of the other Parties; provided, however, that Developer shall have the right at any time and from time to time without the consent of (but with notice to) the City or the District to assign this Agreement and/or any Notes as collateral security to a lender providing financing for the performance of the District Projects.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the District, the Developer and the City have caused this Agreement to be executed in their respective names and attested as to the date as set forth below.

CITY:

CITY OF OSAGE BEACH, MISSOURI

By: _____
Jeana Woods, City Administrator

ATTEST:

City Clerk

STATE OF MISSOURI)
) ss
COUNTY OF CAMDEN)

On this ____ day of _____, in the year 2018, before me, a Notary Public in and for said state, personally appeared Jeana Woods, City Administrator of the City of Osage Beach, Missouri, known to me to be the person who executed the Cooperative Agreement on behalf of the City of Osage Beach, Missouri and acknowledged to me that she executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2018.

Notary Public

My Commission Expires:

DISTRICT:

OSAGE BEACH COMMONS
COMMUNITY IMPROVEMENT DISTRICT

By: _____
_____, Chairman

ATTEST:

_____, Secretary

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF CAMDEN)

On this ____ day of _____, in the year 2018, before me, a Notary Public in and for said state, personally appeared _____, the Chairman of the Osage Beach Commons Community Improvement District, known to me to be the person who executed the Cooperative Agreement on behalf of the Osage Beach Commons Community Improvement District and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2018.

Notary Public

My Commission Expires:

DEVELOPER:

TSG OSAGE BEACH, LLC

By: _____

Name: _____

Title: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
 COUNTY OF CAMDEN)

On this ____ day of _____, in the year 2018, before me, a Notary Public in and for said state, personally appeared _____, the Manager of TSG Osage Beach, LLC, known to me to be the person who executed the Cooperative Agreement on behalf of TSG Osage Beach, LLC and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2018.

 Notary Public

My Commission Expires:

EXHIBIT A**LEGAL DESCRIPTION OF DISTRICT LAND**

A tract of land being all of Lots 1 & 4 of Craig's Subdivision as recorded in Plat Book 50 Page 42 and part of Lots 9, 10 and 19 of Tuttle's Acreages as recorded in Plat Book 2 Page 48 all located in the Southwest Quarter of the Southeast Quarter of Section 1, Township 39 North, Range 16 West of the 5th P.M. City of Osage Beach, Camden County, Missouri and being more particularly described as follows:

Beginning at the Northeast Corner of above mentioned Lot 4 of Craig's Subdivision; thence along the East line of said Lot 4 and the East line of a tract of land now or formerly conveyed to Melton per Deed Book 765 Page 636 the following courses and distances S00°00'00"W 175.19 feet; thence S00°03'04"W 554.79 feet to the North right of way line of U.S. Highway 54; thence along said North right of way line the following courses and distances S89°25'06"W 690.57 feet; thence S57°33'42"W 42.36 feet; thence departing said North right of way line S87°37'45"W 125.49 feet to the Northeast right of way line of Lake Road 54-29 (AKA Passover Road); thence along said Northeast right of way line N17°53'44"W 426.01 feet to the Southeast right of way line of Osage Beach Parkway; thence along said southeast right of way line the following courses and distances N38°08'16"E 412.25 feet; thence N42°43'26"E 127.71 feet to the Northwest Corner of above mentioned Lot 1 of Craig's Subdivision; thence along the North and East lines of said Lot 1 the following courses and distances N89°28'34"E 139.67 feet; thence S00°31'26"E 239.11 feet to the Southeast Corner of said Lot 1; thence along the South line of Lots 2 & 3 of said Craig's Subdivision N89°31'59"E 375.00 feet to the Southeast corner of said Lot 3, said point also being the Southwest corner of above mentioned Lot 1 of Craig's Subdivision; thence along the West and North lines of said Lot 1 the following courses and distances N00°31'26"W 217.85 feet; thence S60°34'55"E 31.58 feet; thence along a curve to the left having a radius of 199.00 feet, an arc length of 104.03 feet the chord of which bears S75°17'16"E 102.85 feet to the point of beginning and containing 13.70 acres more or less.

EXHIBIT B

DISTRICT BOUNDARY MAP

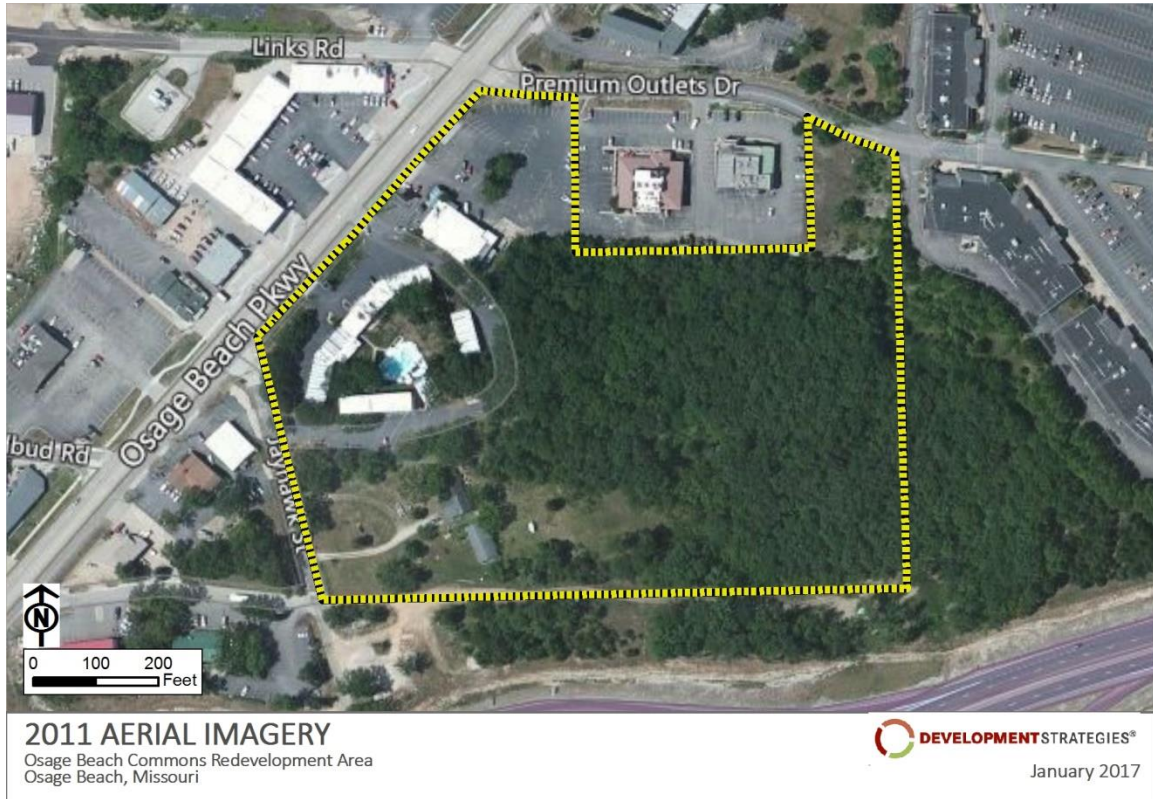


EXHIBIT C**FORM OF CERTIFICATE OF COMPLETION****CERTIFICATE OF COMPLETION**

To: City Administrator, City of Osage Beach, Missouri

Copy: Chairman, Osage Beach Commons Community Improvement District

Re: Completion of Osage Beach Commons Community Improvement District Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of ____, 2018 (the "Agreement") among the City of Osage Beach, the Osage Beach Commons Community Improvement District and TSG Osage Beach, LLC. In connection with the Agreement, the undersigned hereby states and certifies that:

1. The District Projects which are described in Attachment 1 to this Certificate have been completed in accordance with the Agreement, and, if applicable, all required approvals, certificates or permits have been granted or issued by the appropriate governmental entity or agency to commence operation of all such improvements.

2. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default on the part of the Developer under the Agreement.

3. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20____.

TSG OSAGE BEACH, LLC

By: _____

Name: _____

Title: _____

Acceptance of District Projects as described in Attachment 1 this ____ day of _____, 20____:

RECOMMENDATION BY PUBLIC WORKS DEPARTMENT

By: _____

Name: _____

Title: _____

APPROVAL BY CITY ADMINISTRATOR (OR BOARD OF ALDERMEN)

By: _____

Name: _____

Title: _____

EXHIBIT D**FORM OF CERTIFICATE OF DISTRICT ADMINISTRATIVE COSTS****CERTIFICATE OF DISTRICT ADMINISTRATIVE COSTS**

To: City Administrator, City of Osage Beach, Missouri

Copy: Chairman, Osage Beach Commons Community Improvement District
Developer, TSG Osage Beach, LLC

Re: Certification of Osage Beach Commons CID District Administrative Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of _____, 2018 (the "Agreement") among the City of Osage Beach, Missouri, the Osage Beach Commons Community Improvement District ("District"), and TSG Osage Beach, LLC. In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:

1. Each item listed on *Schedule 1* attached hereto is a District Administrative Cost and was incurred in connection with the formation of the District, operation of the District, or performance of the District Projects or District Services.

2. These District Administrative Costs have been either incurred by the District or by the Developer and are payable or reimbursable, as applicable, under the Agreement and, to the knowledge of the District and the Developer, the Act.

3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the Sales Tax or TIF Revenue, and no part thereof has been included in any other certificate for reimbursement previously filed with the City.

4. There has not been filed with or served upon the District or the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. All necessary permits and approvals required for the work for which this certificate relates have been issued and, to the respective knowledge of the District and the Developer, as applicable, are in full force and effect.

7. To the respective knowledge of the District and the Developer, as applicable, all work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

8. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default on the part of the Developer under the Agreement.

9. To the knowledge of the District, the District is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default on the part of the District under the Agreement.

10. To the knowledge of the District, all of the District's representations set forth in the Agreement remain true and correct as of the date hereof.

11. To the knowledge of the Developer, all of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20____.

TSG OSAGE BEACH, LLC

By: _____

Name: _____

Title: _____

OSAGE BEACH COMMONS COMMUNITY
IMPROVEMENT DISTRICT

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 20____:

FINANCE DEPARTMENT, CITY OF OSAGE BEACH, MISSOURI AS THE AGENT OF
THE OSAGE BEACH COMMONS COMMUNITY IMPROVEMENT DISTRICT

By: _____

Title: _____

SCHEDULE 1 TO PAYMENT OR REIMBURSEMENT CERTIFICATE

Itemization of District Administrative Costs (specify if incurred by District or Developer)

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

EXHIBIT E
PROJECT BUDGET

[See attached]

Osage Beach Commons
Osage Beach, MO
Development Budget

Updated Date: 08.14.17

		SOFT COST		
		Land Interest (15 Months @ 4.00%)	188,113	188,113
		Construction Interest (9 Months @ 4.00%)	340,000	340,000
		Point Fee Construction Loan (Points)	120,811	120,811
		Loan Closing Costs, Bank Fees, & Bank Inspections	25,000	25,000
		Appraisal	7,500	7,500
		Survey	15,000	15,000
		Title Insurance	30,000	30,000
		Builder's Risk & General Liability Insurance	50,000	50,000
3.00		Architect - Mini Anchors	175,200	175,200
4.00		Architect - Small Shops	70,400	70,400
		Architect - Other/Entitlements	25,000	7,500
		Landscape Architect/Entitlements	20,000	6,000
		Engineering - Civil	150,000	45,000
		Environmental	5,000	1,500
		Traffic Engineer	15,000	15,000
		Construction Manager	6,000	1,800
		Construction Staking	50,000	50,000
		Construction Testing	18,000	18,000
18 @ \$1,000		Soil Borings	18,000	18,000
		Soils - Compaction Testing	50,000	50,000
		Soils - Construction Observations	50,000	50,000
		Inspections - Building & Materials	30,000	30,000
		Legal Fees - Public Financing	30,000	30,000
		Blight Study/Public Financing	35,000	35,000
		Permits & Fees	38,000	11,400
		Real Estate Taxes	25,000	25,000
		Office Overhead	316,616	316,616
		Travel	20,000	20,000
1.0%		Contingency	19,236	19,236
Total Soft Costs		1,942,876	391,700	1,380,376
Total Budget Before Fees		24,212,249	5,575,573	14,507,776
		PROJECT FEES		
		Leasing Fee - Tenant Brokerage	418,200	418,200
		Leasing Fee - Landlord Brokerage	378,400	378,400
		Development Fee	262,000	262,000
Total Project Fees		1,058,600	0	1,058,600
Total Budget		25,270,849	5,575,573	15,566,376
		TENANT INTERIOR FINISH COSTS		
Sq. Ft.	Cost	Anchor (RBTS)	1,650,000	1,650,000
55,000	\$30.00	Junior Anchors	1,168,000	1,168,000
58,400	\$20.00	Small Shops	880,000	880,000
17,600	\$50.00	Outlot Finish (Includes Site Work)	1,500,000	1,500,000
2,500		Total Tenant Interior Finish Costs	5,198,000	5,198,000
Total Budget (With Tenant Interior Finishes)		30,468,849	5,575,573	20,764,376
Maximum TIF Per City Policy (15% of Total Cost)			4,570,327	
Total Reimbursable Amount			4,550,000	2,000,000
Total Non-Reimbursable Amount				23,918,849

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 02/15/18Originator: *(Name/Title)* Todd Davis, Police ChiefDate Submitted: 02/05/18**Agenda Item Title:**

Motion to approve the purchase of computers and equipment for four police department vehicles from Turn Key Mobile, Inc in the amount of \$16,561.00.

Presented by: *(Name/Title)* Todd Davis, Police Chief**Requested Action:**

Motion to Approve



Proclamation



First Reading of Bill # _____



Public Hearing



Second Reading of Bill # _____



Other (Describe)



Resolution # _____

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

Board approval required for purchases over \$15,000 per chapter 135. Article II. Purchasing, Procurement, Transfers, and Sales.

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: 10-14-774250 Computer EquipmentFY 18 Budgeted Amount: \$ 15,900.00Expenditures to Date 02/05/18: (\$ 0.00)Available: \$ 15,900.00Requested Amount: \$ 16,561.00Attachments: YES ☒ NO ☐

If yes, list attachments:

2 Quotes from Turn Key Mobile and 2 Quotes from World Wide Technology.

Department Comments and Recommendation:

This is a request to purchase computers and equipment for four police department vehicles from Turn Key Mobile, Inc in the amount of \$16,561.00.

CF-54F002VM	IBR1100LPE-AT
CF-SVCLTNF3YR	ECM-CC1YR-CAT2
7110-1200	AP-CCWG
PA-1580T-3223	

This purchase will update the computer equipment in 4 Police vehicles with new laptops including a 3 year warranty, docking stations including mounting equipment, power supplies, Cradlepoint modems including management software, and antenna's.

Once this purchase is completed we will have completed computer updates to 3/4s of our fleet.

This purchase is \$661.00 over the budgeted amount. We have already come in \$210.00 under on another capital purchase (radar units) and will be able save the additional \$451.00 in other areas.

Staff recommends the purchase from Turn Key Mobile, Inc. in the amount of \$16,561.00.

City Administrator Comments and Recommendation:

I concur with the Police Chief's recommendation.



Turn-Key Mobile, Inc.

210 Prodo Drive
Jefferson City, MO 65109

573-893-9888 Office 314-754-9794 Fax

Proposal

Date	Proposal #
2/2/2018	21394

Name / Address
City of Osage Beach 1000 City Parkway Osage Beach, MO 65065

Sales Rep	Prepared By	PO #	Accepted By
Len	Amy		

Item	Description	Qty	Rate	Total
CF-54F0002VM	Panasonic Win10 Pro, Intel Core i5-6300U 2.40GHz, vPro, 14.0" FHD, Gloved Multi Touch, 500GB(7200rpm), 4GB, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Emissive Backlit Keyboard, No DVD Drive, Webcam, Toughbook Preferred	4	1,965.00	7,860.00
CF-SVCLTNF3YR	Panasonic Toughbook Protection Plus, 3 Year Accidental Damage Warranty	4	262.00	1,048.00
7110-1200	Gamber Johnson VESA 75 / GJ Clevis WITHOUT 3-stud adapter plate. Mount using 3/8" hardware. (VESA 75, GJ, AMPS, NEC mounting patterns)	4	45.00	180.00
7160-0577-00-P	Panasonic Toughbook 54 docking station - No Antenna Pass	4	635.00	2,540.00
PA-1580T-3223	Lind Electronics Mountable DC adapter with 1 hr shut down timer, bare wire input for CF-31/53/54/G1	4	160.00	640.00
IBR1100LPE-AT	Cradlepoint COR IBR1100 - Integrated Broadband Router with AT&T Active GPS with LTE and Wifi	4	810.00	3,240.00
ECM-CC1YR-CAT2	CradlePoint 1-yr Enterprise Cloud Manager Standard + CradleCare Support, Cat 2 prod	4	80.00	320.00
AP-CCWG..	Antenna Plus AP-Multimax-MIMO Antenna Cell/LTE x 2, WiFi, GPS	4	172.00	688.00
SHIP	SHIPPING AND HANDLING ***Estimated***	1	45.00	45.00

Proposals are good for 30 days. Please ask your rep for updated pricing and availability.

Total

\$16,561.00

Shipping is included.

Signature _____



Turn-Key Mobile, Inc.

210 Prodo Drive
Jefferson City, MO 65109

573-893-9888 Office 314-754-9794 Fax

Proposal

Date	Proposal #
2/2/2018	21395

Name / Address
City of Osage Beach 1000 City Parkway Osage Beach, MO 65065

Sales Rep	Prepared By	PO #	Accepted By
Len	Amy		

Item	Description	Qty	Rate	Total
CF-54F0002VM	Panasonic Win10 Pro, Intel Core i5-6300U 2.40GHz, vPro, 14.0" FHD, Gloved Multi Touch, 500GB(7200rpm), 4GB, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Emissive Backlit Keyboard, No DVD Drive, Webcam, Toughbook Preferred	4	1,985.00	7,940.00
CF-SVCLTNF3YR	Panasonic Toughbook Protection Plus, 3 Year Accidental Damage Warranty	4	265.00	1,060.00
7160-0577-00-P	Panasonic Toughbook 54 docking station - No Antenna Pass	4	641.00	2,564.00
7110-1200	Gamber Johnson VESA 75 / GJ Clevis WITHOUT 3-stud adapter plate. Mount using 3/8" hardware. (VESA 75, GJ, AMPS, NEC mounting patterns)	4	45.00	180.00
PA-1580T-3223	Lind Electronics Mountable DC adapter with 1 hr shut down timer, bare wire input for CF-31/53/54/G1	4	162.00	648.00
IBR1100LPE-AT	Cradlepoint COR IBR1100 - Integrated Broadband Router with AT&T Active GPS with LTE and Wifi	4	818.00	3,272.00
ECM-CC1YR-CAT2	CradlePoint 1-yr Enterprise Cloud Manager Standard + CradleCare Support, Cat 2 prod	4	81.00	324.00
AP-CCWG..	Antenna Plus AP-Multimax-MIMO Antenna Cell/LTE x 2, WiFi, GPS	4	174.00	696.00
Contract-National IPA SHIP	National IPA Contract # 120471 www.nationalipa.org SHIPPING AND HANDLING ***Estimated***	1	45.00	45.00

Proposals are good for 30 days. Please ask your rep for updated pricing and availability.

Total

\$16,729.00

Shipping is included.

Signature _____

Sales Quotation	Submitted By	Submitted To
Quote Number: 4602130.1 Customer: City of Osage Beach, MO Quote Date: 02/02/2018 Quote Name: Panasonic tough book Contract: SOM - PVC - ST C211034001 Exp. Date: 02/28/2018	Hodges, Lauren P: (314) 682-5069 Lauren.Hodges@wwt.com	Todd Davis tdavis@osagebeach.org

Line	Mfr Part # Mfr Name	Lead Time	Qty	Cust Price	Ext Price
1	CF-54F0002VM PANASONIC	Call	4	\$2,043.60	\$8,174.40
Description: Panasonic Toughbook CF-54F0002VM 14" Touchscreen Notebook - Intel Core i5 (6th Gen) i5-6300U Dual-core (2 Core) 2.40 GHz - 4 GB DDR3L SDRAM - 500 GB HDD - Windows 10 Pro - 1920 x 1080 - In-plane Switching (IPS) Technology 4GB 500GB 14IN FHD WL TPM BT W10					
2	CF-SVCLTNF3YR PANASONIC	Call	4	\$272.48	\$1,089.92
Description: PROTECT PLUS WTY LAPTOP YR 1 2 & 3 LAPTOP (YEARS 1 2 & 3)					
3	7160-0577-00-P PANASONIC	Call	4	\$660.40	\$2,641.60
Description: GAMBER-JOHNSON VEHICLE DOCKING					
4	PA-1580T-3223 PANASONIC	Call	4	\$166.40	\$665.60
Description: Lind Electronics Mountable DC adapter with 1 hr shut down timer, bare wire input for CF-31/53/54/G1					
5	IBR1100LPE-AT CRADLEPOINT INC	Call	4	\$842.40	\$3,369.60
Description: RUGGED, ENTERPRISE-CLASS, MOBILE 3G/4G LTE MULTI-BAND ROUTER WITH WIFI FOR AT&T					
6	ECM-CC1YR-CAT2 CRADLEPOINT INC	Call	4	\$83.20	\$332.80
Description: 1YR ENTERPRISE CLOUD MNGR STD + CRADLECARE SUP CAT2 PROD					
7	AP-CCWG FIRST MOBILE TECHNOLOGY	Call	4	\$178.88	\$715.52
Description: Antenna Plus AP-Multimax-MIMO Antenna Cell/LTE x 2, WiFi, GPS					

Totals	153
Product Total	\$16,989.44
Maintenance Total	\$0.00
Customer Total	\$16,989.44
Estimated Shipping	\$0.00
Estimated Tax	\$0.00
Total Price:	\$16,989.44

This quote is WWT Confidential Information.

Seller provides all products and original manufacturer services to Buyer only in accordance with any applicable original manufacturer terms and conditions within the applicable end user license agreement, terms of service, or similar legal instrument.

Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter.

Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.

Products may only be returned in accordance with the original manufacturer's RMA policy.

Items returned after 30 days of receipt may not be returnable due to vendor restrictions.

All delivery dates are approximate and not guaranteed.

Products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2010), unless otherwise stated herein or agreed to by both parties in writing in a contract.

Title and risk of loss will transfer to Buyer at WWT's shipping point.

Payment terms are net 30, unless otherwise agreed to by both parties in writing.

All products and services are provided to Buyer in accordance with Seller's terms of sale at <https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc>; provided that, if Buyer has a master agreement in place with WWT, the master agreement will apply in lieu thereof.

Within the 30 day quote validity period WWT reserves the right to revise the quote due to exchange rate fluctuations.

Sales Quotation	Submitted By	Submitted To
Quote Number: 4602216.1 Customer: City of Osage Beach, MO Quote Date: 02/02/2018 Contract: SOM - PVC - ST C211034001 Exp. Date: 02/28/2018	Vossen, Jacob R. (Jake) P: (314) 252-3866 Jake.Vossen@wwt.com	Todd Davis tdavis@osagebeach.org

Line	Mfr Part # Mfr Name	Lead Time	Qty	Cust Price	Ext Price
1	CF-54F0002VM PANASONIC	Call	4	\$2,043.60	\$8,174.40
Description: Panasonic Toughbook CF-54F0002VM 14" Touchscreen Notebook - Intel Core i5 (6th Gen) i5-6300U Dual-core (2 Core) 2.40 GHz - 4 GB DDR3L SDRAM - 500 GB HDD - Windows 10 Pro - 1920 x 1080 - In-plane Switching (IPS) Technology 4GB 500GB 14IN FHD WL TPM BT W10					
2	CF-SVCLTNF3YR PANASONIC	Call	4	\$272.48	\$1,089.92
Description: PROTECT PLUS WTY LAPTOP YR 1 2 & 3 LAPTOP (YEARS 1 2 &3)					
3	7160-0577-00-P PANASONIC	Call	4	\$660.40	\$2,641.60
Description: GAMBER-JOHNSON VEHICLE DOCKING					
4	PA-1580T-3223 PANASONIC	Call	4	\$166.40	\$665.60
Description: Lind Electronics Mountable DC adapter with 1 hr shut down timer, bare wire input for CF-31/53/54/G1					
5	IBR1100LPE-AT CRADLEPOINT INC	Call	4	\$842.40	\$3,369.60
Description: RUGGED, ENTERPRISE-CLASS, MOBILE 3G/4G LTE MULTI-BAND ROUTER WITH WIFI FOR AT&T					
6	ECM-CC1YR-CAT2 CRADLEPOINT INC	Call	4	\$83.20	\$332.80
Description: 1YR ENTERPRISE CLOUD MNGR STD + CRADLECARE SUP CAT2 PROD					
7	AP-CCWG FIRST MOBILE TECHNOLOGY	Call	4	\$178.88	\$715.52
Description: Antenna Plus AP-Multimax-MIMO Antenna Cell/LTE x 2, WiFi, GPS					
8	7110-1200 PANASONIC	Call	4	\$45.00	\$180.00
Description: Gamber Johnson VESA 75 / GJ Clevis WITHOUT 3-stud adapter plate. Mount using 3/8" hardware. (VESA 75, GJ, AMPS, NEC mounting patterns)					

Totals	155
Product Total	\$17,169.44
Maintenance Total	\$0.00
Customer Total	\$17,169.44
Estimated Shipping	\$0.00
Estimated Tax	\$0.00
Total Price:	\$17,169.44

This quote is WWT Confidential Information.

Seller provides all products and original manufacturer services to Buyer only in accordance with any applicable original manufacturer terms and conditions within the applicable end user license agreement, terms of service, or similar legal instrument.

Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter.

Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.

Products may only be returned in accordance with the original manufacturer's RMA policy.

Items returned after 30 days of receipt may not be returnable due to vendor restrictions.

All delivery dates are approximate and not guaranteed.

Products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2010), unless otherwise stated herein or agreed to by both parties in writing in a contract.

Title and risk of loss will transfer to Buyer at WWT's shipping point.

Payment terms are net 30, unless otherwise agreed to by both parties in writing.

All products and services are provided to Buyer in accordance with Seller's terms of sale at <https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc>; provided that, if Buyer has a master agreement in place with WWT, the master agreement will apply in lieu thereof.

Within the 30 day quote validity period WWT reserves the right to revise the quote due to exchange rate fluctuations.

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 02/15/18Originator: *(Name/Title)* Cynthia Lambert, City ClerkDate Submitted: 02/06/18**Agenda Item Title:**

Resolution 2018-02. A resolution of the Board of Aldermen of the City of Osage Beach, Missouri, authorizing disposal of records according to the Missouri Records Retention Schedule.

Presented by: *(Name/Title)* Cynthia Lambert, City Clerk**Requested Action:**☐

Motion to Approve

☐

First Reading of Bill # _____

☐

Second Reading of Bill # _____

☒Resolution # 2018-02☐

Proclamation

☐

Public Hearing

☐

Other (Describe) _____

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

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc.

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: 10-04-733840 Records ManagementFY 18 Budgeted Amount: \$ 2,500.00Expenditures to Date 02/06/18: (\$ 0.00)Available: \$ 2,500.00Requested Amount: \$ 250.00Attachments: YES ☐ NO ☐

If yes, list attachments:

Resolution 2018-2, Exhibit A

Department Comments and Recommendation:

Staff has consulted the Missouri Municipal Records Retention Schedule and determined the records listed on the Attached Exhibit A are no longer significant to the City's operation. Upon Board approval, these records will be destroyed via document shredding, etc.

City Administrator Comments and Recommendation:

I concur with the City Clerk's recommendation.

RESOLUTION 2018-02

BE IT RESOLVED by the Board of Aldermen of the City of Osage Beach, Missouri, as follows:

WHEREAS, it has been determined that the records as described in Exhibit A have met the retention schedule as outlined in RSMo. Section 109.200, and;

WHEREAS, it has been determined that the records and documents described in Exhibit A have no further administrative, legal, fiscal, research or historical value.

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

Section 1. That the City Clerk is hereby authorized to dispose of the records and documents in Exhibit A, further that the records have no further administrative, legal, fiscal, research or historical value.

I hereby certify that the above Resolution 2018-02 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:

Date

Cynthia Lambert, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

John Olivarri, Mayor

Date

ATTEST:

Cynthia Lambert, City Clerk

EXHIBIT A**CITY CLERK/MUNICIPAL COURT & PUBLIC WORKS****RECORDS DISPOSAL LIST**

February 15, 2018

SCHEDULE NUMBER**MINIMUM RETENTION****1. Administrative Records**

GS 020	Work Orders (2002 – 2012)	3 YEARS
GS 050	Permits & Licenses – Business Contractors, Liquor & Tax (2014 & 2012)	2 YEARS AFTER EXPIRATION
0105	Pet & Animal Licenses or Permits (2011 & 2012)	5 YEARS

2. Court Records

CRT001	Municipal Citations – Disposed Open Records - Traffic (2010 – 2012)	3 YEARS
CRT002	Municipal Citations – Disposed Closed Records – Traffic or Nolle Pros (2010 - 2012)	3 YEARS

City of Osage Beach**Agenda Item Summary**Date of Board of Aldermen Meeting: 02/15/18Originator: *(Name/Title)* Jeana Woods, City AdministratorDate Submitted: 01/11/18**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 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.

Most 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.

Chapter 260

Title XVI CONSERVATION, RESOURCES AND DEVELOPMENT

260.247. Annexation or expansion of solid waste services by city, notice to certain private entities, when — city to contract with private entity, duration, terms. — 1. Any city or political subdivision which annexes an area or enters into or expands solid waste collection services into an area where the collection of solid waste is presently being provided by one or more private entities, for commercial or residential services, shall notify the private entity or entities of its intent to provide solid waste collection services in the area by certified mail.

2. A city or political subdivision shall not commence solid waste collection in such area for at least two years from the effective date of the annexation or at least two years from the effective date of the notice that the city or political subdivision intends to enter into the business of solid waste collection or to expand existing solid waste collection services into the area, unless the city or political subdivision contracts with the private entity or entities to continue such services for that period. If for any reason the city or political subdivision does not exercise its option to provide for or contract for the provision of services within an affected area within three years from the effective date of the notice, then the city or political subdivision shall renotify under subsection 1 of this section.

3. If the services to be provided under a contract with the city or political subdivision pursuant to subsection 2 of this section are substantially the same as the services rendered in the area prior to the decision of the city to annex the area or to enter into or expand its solid waste collection services into the area, the amount paid by the city shall be at least equal to the amount the private entity or entities would have received for providing such services during that period.

4. Any private entity or entities which provide collection service in the area which the city or political subdivision has decided to annex or enter into or expand its solid waste collection services into shall make available upon written request by the city not later than thirty days following such request all information in its possession or control which pertains to its activity in the area necessary for the city to determine the nature and scope of the potential contract.

5. The provisions of this section shall apply to private entities that service fifty or more residential accounts or any commercial accounts in the area in question.

(L. 1988 H.B. 1207 § 1, A.L. 2007 S.B. 54)