

NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

1000 City Parkway
Osage Beach, MO 65065
573.302.2000
www.osagebeach.org

TENTATIVE AGENDA

REGULAR MEETING

January 16, 2025 - 5:30 PM
CITY HALL

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN'S COMMUNICATIONS

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

Any questions or comments for the Mayor and Board may also be sent to the City Clerk at tberreth@osagebeach.org no later than 10:00 AM on the Board's meeting day (the 1st and 3rd Thursday of each month). Submitted questions and comments may be read during the Citizen's Communications section of the agenda.

The Board of Aldermen will not take action on any item not listed on the agenda, nor will it respond to questions, although staff may be directed to respond at a later time. The Mayor and Board of Aldermen welcome and value input and feedback from the public.

Is there anyone here in person who would like to address the Board?

APPROVAL OF CONSENT AGENDA

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

Pg 4 ► Minutes of Board of Aldermen meeting January 2, 2025

Pg 8 ► Bills List - January 16, 2025

FINANCIAL UPDATE

UNFINISHED BUSINESS

Pg 19 A. Bill 25-02 - An ordinance of the City of Osage Beach, Missouri, authorizing the mayor to execute a contract with Knapheide for the purchase of two service bodies for an amount not to exceed \$82,291.75. *Second Reading*

Pg 29 B. Bill 25-03 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 710 Sewers and Sewerage Systems Sections 710.180 Connections Permit purposes of the City Code for various purposes as set forth. *Second Reading*

NEW BUSINESS

Pg 42 A. Discussion - Enterprise Fleet Management

Pg 44 B. Bill 25-04 - An ordinance of the City of Osage Beach, Missouri, authorizing the mayor to execute a contract with Enterprise Fleet Management, INC under the State of Missouri Office of Administration Division of Purchasing Cooperative Contract Procurement #CC23290501. *First Reading*

Pg 77 C. Resolution 2025-01 - A resolution of the City of Osage Beach, Missouri, in support of Legislation allowing Municipalities to establish Lakefront Entertainment Districts

Pg 84 D. Motion to approve the purchase of a new Chevy Silverado 1500 from Don Brown Chevrolet for a price not to exceed \$50,430.00.

Pg 88 E. Motion to Approve the purchase of Ambulance Equipment, Training Mannikins, and Instructor Training from Life-Assist off of Buy Board Contract # 704-23 in an amount not to exceed \$40,000.00

Pg 97 F. Presentation - Joint Sewer Board Presentation - Alderman Kevin Rucker

G. Discussion - Population Sign

Pg 102 H. Discussion - Ordinance 98.41 - Section 705.090(C) - PRV's (pressure reducing valves)

STAFF COMMUNICATIONS

Pg 104 A. Staff Department Update List January 16, 2025

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

ADJOURN

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

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

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

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

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
January 2, 2025**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, January 2, 2025, at 5:30 PM. The following were present in person: Mayor Michael Harmison, Alderman Justin Hoffman, Alderman Celeste Barela, Alderman Phyllis Marose, Alderman Richard Ross, Alderman Kevin Rucker, City Clerk Tara Berreth was present and performed the duties for the City Clerk's office. Absent Alderman Bob O'Steen,

Appointed and Management staff present City Administrator Devin Lake, Assistant City Administrator April White, City Attorney Cole Bradbury, Police Chief Todd Davis, AR Clerk Angie Bouwens, Public Works Operations Manager Zak Wilbur, Building Official Ron White, City Planner Cary Patterson, City Engineer Drew Bowman, Public Information Officer (PIO) Jayme Rutledge, HR Director Maddie Mousseau. I absent

CITIZEN'S COMMUNICATIONS

No comments

APPROVAL OF CONSENT AGENDA

Alderman Marose made a motion to approve the consent agenda. This motion was seconded by Alderman Ross. Motion passes unanimously with voice vote.

UNFINISHED BUSINESS

Bill 24-88- An ordinance of the City of Osage Beach, Missouri, Establishing a Hands-Free Driving Ordinance. *Second Reading*

Alderman Rucker made a motion to approve the second reading of Bill 24-88. This motion was seconded by Alderman Barela. A roll call was taken to approve the second and final reading of Bill 24-88 and to pass same into ordinance: "Ayes" Alderman Hoffman, Alderman Barela, Alderman Marose, Alderman Ross, and Alderman Rucker. Bill 24-88 passed and approved as Ordinance 24-88. Absent Alderman Bob O'Steen,

Bill 24-91 - An ordinance to enable the City of Osage Beach, Missouri, to join Show Me Pace pursuant to Sections 67.2800 to 67.2835, RSMO, the "Property Assessment Clean Energy Act" and stating the terms under which the City will conduct activities as a member such district. *Second Reading*

Alderman Ross made a motion to approve the second reading of Bill 24-91. This motion was seconded by Alderman Hoffman. A roll call was taken to approve the second and final reading of Bill 24-91 and to pass same into ordinance: "Ayes" Alderman Hoffman, Alderman Barela, Alderman Marose, Alderman Ross, and Alderman Rucker. Bill 24-91 passed and approved as Ordinance 24-91. Absent Alderman Bob O'Steen,

Bill 24-94 - An ordinance of the City of Osage Beach, Missouri, authorizing the mayor to execute a service agreement with the Law Office of Todd Miller LLC for an amount not to exceed \$30,000.00. *Second Reading*

Alderman Marose made a motion to approve the second reading of Bill 24-94. This motion was seconded by Alderman Ross. A roll call was taken to approve the second and final reading of Bill 24-94 and to pass same into ordinance: "Ayes" Alderman Hoffman, Alderman Barela, Alderman Marose, Alderman Ross, and Alderman Rucker. Bill 24-94 passed and approved as Ordinance 24-94. Absent Alderman Bob O'Steen,

NEW BUSINESS

Public Hearing - Special Use Permit Case 415 Chris and Sarah Brand Requesting a SUP to remodel and build an addition onto an existing residential use in a Commercial Zone

Mayor opened the Public Hearing for the Special Use Permit Case 415.

Alderman Rucker made a motion to close the Public Hearing for Case 415. This motion was seconded by Alderman Hoffman. Motion passes unanimously with a voice vote. Absent Alderman Bob O'Steen,

Special Use Permit Case 415 Chris and Sarah Brand Requesting a SUP to remodel and build an addition onto an existing residential use in a Commercial Zone

Alderman Ross made a motion to approve the Special Use Permit for Case #415. This motion was seconded by Alderman Hoffman. Motion passes unanimously with voice vote. Absent Alderman Bob O'Steen,

Bill 25-01- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a consulting agreement with LLC for the City of Osage Beach SS4A Grant Administration in an amount not to exceed \$111,425.00 *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 25-01. This motion was seconded by Alderman Barela. A roll call vote was taken "Ayes" Alderman Barela, Alderman Rucker "Nays" Alderman Ross, Alderman Marose, Alderman Hoffman. Bill 25.01 fails 3-2. Absent Alderman Bob O'Steen,

Bill 25-02 – An ordinance of the City of Osage Beach, Missouri, authorizing the mayor to execute a contract with Knapheide for the purchase of two service bodies for an amount not to exceed \$82,291.75. *First Reading*

Alderman Marose made a motion to approve the first reading of Bill 25-02. This motion was seconded by Alderman Ross. Motion passes unanimously with voice vote. Absent Alderman Bob O'Steen,

Bill 25-03 – An ordinance of the City of Osage Beach, Missouri, amending Chapter 715 Sewers and Sewerage Systems Sections 710.180 Connections Permit purposes of the City Code for various purposes as set forth. *First Reading*

Alderman Rucker made a motion to approve the first reading of Bill 25-03. This motion was seconded by Alderman Hoffman. Motion passes unanimously with voice vote. Absent Alderman Bob O'Steen,

Motion to approve the purchase of a boom mower from ATMAX Equipment Company for a price not to exceed \$287,109.38.

Alderman Rucker made a motion to approve the purchase of a boom mower from ATMAX Equipment Company for a price not to exceed \$287,109.38. This motion was seconded by Alderman Hoffman. Motion passes unanimously with voice vote. Absent Alderman Bob O'Steen,

Motion to approve the rebuild of 5 sewer pumps by SRI-MO for a price not to exceed \$42,975.00.

Alderman Ross made a motion to approve the rebuild of 5 sewer pumps by SRI-MO for a price not to exceed \$42,975.00. This motion was seconded by Alderman Marose. Motion passes unanimously with voice vote. Absent Alderman Bob O'Steen,

Motion to approve the purchase of an F550 service truck from Broadway Truck Centers for an amount not to exceed \$174,989.00.

Alderman Rucker made a motion to approve the purchase of an F550 service truck from Broadway Truck Centers for an amount not to exceed \$174,989.00. This motion was seconded by Alderman Hoffman. "Nays" Motion unanimously fails with voice vote. Absent Alderman Bob O'Steen,

Motion to approve the purchase of a Chevy 5500 service truck from Ed Morse Chevrolet in Lebanon for an amount not to exceed \$154,700.00.

Alderman Barela made a motion to approve the purchase of a Chevy 5500 service truck from Ed Morse Chevrolet in Lebanon for an amount not to exceed \$154,700.00. This motion was seconded by Alderman Ross. Motion passes unanimously with voice vote. Absent Alderman Bob O'Steen,

Motion to approve the initial start-up cost for Heartland Environmental for an amount not to exceed \$81,800.00.

Alderman Marose made a motion to approve the initial start-up cost for Heartland Environmental for an amount not to exceed \$81,800.00. This motion was seconded by Alderman Ross. Motion passes unanimously with voice vote. Absent Alderman Bob O'Steen,

Motion to approve the purchase of (10) 2hp pumps from Municipal Equipment for a price not to exceed \$26,287.50.

Alderman Ross made a motion to approve the purchase of (10) 2hp pumps from Municipal Equipment for a price not to exceed \$26,287.50. This motion was seconded by Alderman Barela. Motion passes unanimously with voice vote. Absent Alderman Bob O'Steen,

STAFF COMMUNICATIONS

Discussion - Staff Department List Update January 2, 2025

City Planner Patterson -Planning Commission meeting in January and BZA Meeting as well.

City Treasurer Bell- Staff is working on W2's and 1099 for 2024.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman wanted everyone to stay safe during the upcoming weather.

Alderman Hoffman made a motion to adjourn. This motion was seconded by Alderman Rucker. Motion passes unanimously with voice vote. Absent Alderman Bob O'Steen,

ADJOURN

The meeting adjourned at 6:55 pm. I, Tara Berreth City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, on January 2, 2025, and approved January 16, 2025.

Tara Berreth, City Clerk

Michael Harmison, Mayor

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

**CITY OF OSAGE BEACH
BILLS LIST
January 16, 2025**

Bills Paid Prior to Board Meeting	\$	151,409.19
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Payroll Paid Prior to Board Meeting	\$	183,347.71
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SRF Transfer Prior to Board Meeting

TIF Transfers

Bills Pending Board Approval	\$	233,242.44
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Total Expenses	\$	567,999.34
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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	MAY 24-DEC 24 CVC COLLECTI	28.52
		MO DEPT OF REVENUE	State Withholding	4,826.00
		MO TREASURER BUDGET DIRECTOR	MAY 24-DEC 24 PEACE OFFCR	4.00
		INTERNAL REVENUE SERVICE	Fed WH	13,233.95
			FICA	9,661.65
			Medicare	2,259.57
		MISSIONSQUARE RETIREMENT	Loan Repayment	98.17
			Loan Repayment	153.05
			Loan Repayment	112.29
			Loan Repayment	109.86
			Loan Repayment	52.29
			Retirment 457 &	4,666.01
			Retirement 457	2,384.60
			Loan Repayments	21.66
			Loan Repayments	233.48
			Loan Repayments	85.61
			Loan Repayments	163.71
			Loan Repayments	151.06
			Loan Repayments	701.20
			Loan Repayments	189.44
			Loan Repayments	202.12
			Retirement Roth IRA	250.00
		CITIZENS AGAINST DOMESTIC VIOLENCE	OCT 24 -DEC 24 CADV COLLEC	404.00
			TOTAL:	39,992.24
Mayor & Board	General Fund	MO MUNICIPAL LEAGUE	2025 MML MUNICIPAL MEMBERS	1,027.81
		BOWMAN, KAREN	BOARD OF ADJ MTG 12/18/24	25.00
		O'KEEFE, GLORIA	BOARD OF ADJ MTG 12/18/202	25.00
		GROSS, RANDY	BOARD OF ADJ MTG 12/18/202	25.00
		CATCOTT, FRED	BOARD OF ADJ MTG 12/18/202	25.00
		GREEN, JEREMY	BOARD OF ADJ MTG 12/18/24	25.00
			TOTAL:	1,152.81
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	695.29
			Medicare	162.61
		MISSIONSQUARE RETIREMENT	Retirement 401%	336.42
			Retirement 401	672.87
			TOTAL:	1,867.19
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	220.15
			Medicare	51.48
		MISSIONSQUARE RETIREMENT	Retirement 401%	106.52
			Retirement 401	213.05
			TOTAL:	591.20
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	688.89
			Medicare	161.12
		MISSIONSQUARE RETIREMENT	Retirement 401%	284.18
			Retirement 401	666.68
			TOTAL:	1,800.87
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	109.51
			Medicare	25.61
		MISSIONSQUARE RETIREMENT	Retirement 401%	52.99
			Retirement 401	105.98
			TOTAL:	294.09

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	385.77
			Medicare	90.22
		MISSIONSQUARE RETIREMENT	Retirement 401%	186.66
			Retirement 401	373.32
		ONE TIME VENDOR 26TH JUDICIAL BAR ASSO	26TH JUDICIAL BAR ASSOCIAT	30.00
			TOTAL:	1,065.97
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	618.40
			Medicare	144.63
		MISSIONSQUARE RETIREMENT	Retirement 401%	259.77
			Retirement 401	598.46
			TOTAL:	1,621.26
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 11/12-12/12/24	66.64
			CITY HALL SVC 11/12-12/12/	2,710.40
		INTERNAL REVENUE SERVICE	FICA	47.02
			Medicare	11.00
		SUMMIT NATURAL GAS OF MISSOURI INC	SERVICE 11/15-12/16/24	621.47
		ALLRISE ELEVATOR COMPANY	1ST QTR 2025 ELEVATOR SVC	571.20
		GFL ENVIRONMENTAL	CITY HALL TRASH SERVICE	175.00
			TOTAL:	4,202.73
Parks	General Fund	INTERNAL REVENUE SERVICE	FICA	479.85
			Medicare	112.22
		MISSIONSQUARE RETIREMENT	Retirement 401%	232.18
			Retirement 401	464.36
		AT&T MOBILITY-CELLS	PARK ELECTRIC SIGN 12/12/2	47.23
		AMEREN MISSOURI	HATCHERY RD SIGN11/12-12/1	76.58
			CP MAINT BLDG 11/12-12/12/	54.07
			CP #2 DISPLAY C 11/12-12/1	12.16
			CP SOCCER FIELDS 11/12-12/	23.07
			CP#2 DISPLAY D 11/12-12/12	12.16
			CP BALL FIELDS 11/12-12/12	1,177.62
			CP #2 DISPLAY B 11/12-12/1	13.23
			CP # DISPLAY A 11/12-12/12	13.43
			CP #2 IRRIG PUMP11/12-12/1	12.74
		GFL ENVIRONMENTAL	PARKS TRASH SERVICE	200.00
			TOTAL:	2,930.90
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	259.28
			Medicare	60.64
		MISSIONSQUARE RETIREMENT	Retirement 401%	125.45
			Retirement 401	250.92
			TOTAL:	696.29
Overhead	General Fund	AT & T/CITY HALL	CH PH SVC/911 LINE 12/5/24	904.77
			TOTAL:	904.77
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	4,187.84
			Medicare	979.40
		MISSIONSQUARE RETIREMENT	Retirement 401%	1,836.01
			Retirement 401	4,052.71
		GFI DIGITAL	PD PRNTR MAINT 1/19-2/18/2	105.95
			TOTAL:	11,161.91
911 Center	General Fund	AT & T/CITY HALL	CH PH SVC/911 LINE 12/5/24	1,000.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	FICA	963.66
			Medicare	225.37
		MISSIONSQUARE RETIREMENT	Retirement 401%	315.18
			Retirement 401	819.51
			TOTAL:	3,323.72
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	222.06
			Medicare	51.93
		MISSIONSQUARE RETIREMENT	Retirement 401%	107.45
			Retirement 401	214.90
			TOTAL:	596.34
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA	425.10
			Medicare	99.42
		MISSIONSQUARE RETIREMENT	Retirement 401%	205.70
			Retirement 401	411.39
			TOTAL:	1,141.61
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	358.83
			Medicare	83.92
		MISSIONSQUARE RETIREMENT	Retirement 401%	108.64
			Retirement 401	347.26
		CIVIC PLUS	ANNUAL FEE 12/18/24-12/17/	8,720.53
			TOTAL:	9,619.18
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	448.61
		INTERNAL REVENUE SERVICE	Fed WH	971.29
			FICA	1,006.61
			Medicare	235.44
		MISSIONSQUARE RETIREMENT	Retirement 457 &	693.01
			Retirement 457	34.00
			TOTAL:	3,388.96
Transportation	Transportation	INTERNAL REVENUE SERVICE	FICA	1,006.61
			Medicare	235.43
		MISSIONSQUARE RETIREMENT	Retirement 401%	368.94
			Retirement 401	827.34
		AMEREN MISSOURI	5757 CHAPEL SVC 11/13-12/1	307.65
		AMEREN MISSOURI	792 PASSOVER LTS 11/12-12/	20.53
			1095 MACE LTS 11/12-12/12/	35.31
			1129 INDUSTRIAL 11/12-12/1	33.69
			1075 NICHOLS LTS 11/13-12/	63.72
			872 PASSOVER LTS 11/12-12/	25.46
			MACE RD RNDABT 11/12-12/12	15.05
			680 PASSOVER LTS 11/12-12/	18.95
		MO DEPARTMENT OF CORRECTIONS	WORK AGREEMENT 11/10-12/10	309.54
		LINDYSPRING LAKE OF THE OZARKS	PW DEC WTR COOLER RNTL & W	10.00
		GFI DIGITAL	PW PRNTR MAINT 1/19-2/18/2	35.32
		MARCO TECHNOLOGIES LLC	PW PLOTTER SUPPT 12/24-1/2	35.93
		GFL ENVIRONMENTAL	TRANS TRASH SERVICE	58.33
			TOTAL:	3,407.80
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	495.19
		INTERNAL REVENUE SERVICE	Fed WH	1,308.49
			FICA	981.68
			Medicare	229.57

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MISSIONSQUARE RETIREMENT	Retirment 457 &	688.16
			Retirement 457	33.00
			TOTAL:	3,736.09
Water	Water Fund	GOEHRI, GEORGE	JAN 2025 INSUR PREMIUM	71.70
		INTERNAL REVENUE SERVICE	FICA	981.68
			Medicare	229.57
		MISSIONSQUARE RETIREMENT	Retirement 401%	421.88
			Retirement 401	950.00
		PETTY CASH	PETTY CASH REIMBURSEMENT	1.00
		AMEREN MISSOURI	5757 CHAPEL SVC 11/13-12/1	307.65
		AMEREN MISSOURI	LK RD 54-29 WELL 11/12-12/	547.06
			COLUMBIA CLG WELL 11/12-12	2,047.63
			COLUMBIA TWR POLES 11/12-1	239.35
		LINDYSPRING LAKE OF THE OZARKS	PW DEC WTR COOLER RNTL & W	10.00
		GFI DIGITAL	PW PRNTR MAINT 1/19-2/18/2	35.32
		MARCO TECHNOLOGIES LLC	PW PLOTTER SUPPT 12/24-1/2	35.93
		GFL ENVIRONMENTAL	WATER TRASH SERVICE	58.33
			TOTAL:	5,937.10
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	630.20
		INTERNAL REVENUE SERVICE	Fed WH	1,644.30
			FICA	1,495.56
			Medicare	349.76
		MISSIONSQUARE RETIREMENT	Retirment 457 &	667.98
			Retirement 457	33.00
			TOTAL:	4,820.80
Sewer	Sewer Fund	INTERNAL REVENUE SERVICE	FICA	1,495.56
			Medicare	349.77
		MISSIONSQUARE RETIREMENT	Retirement 401%	512.29
			Retirement 401	1,447.31
		PETTY CASH	PETTY CASH REIMBURSEMENT	1.00
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,706.56
			5757 CHAPEL SVC 11/13-12/1	307.64
			GRINDER PUMPS&LIFT STATION	4,487.04
			GRINDER PUMPS & LIFT STATI	2,993.60
			GRINDER PUMPS & LIFT STATI	5,261.72
		LINDYSPRING LAKE OF THE OZARKS	PW DEC WTR COOLER RNTL & W	10.00
		GFI DIGITAL	PW PRNTR MAINT 1/19-2/18/2	35.31
		MARCO TECHNOLOGIES LLC	PW PLOTTER SUPPT 12/24-1/2	35.94
		GFL ENVIRONMENTAL	SEWER TRASH SERVICE	58.34
			TOTAL:	19,702.08
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	473.00
		INTERNAL REVENUE SERVICE	Fed WH	1,336.07
			FICA	1,094.25
			Medicare	255.92
		MISSIONSQUARE RETIREMENT	Loan Repayment	156.06
			Loan Repayment	60.66
			Loan Repayment	88.93
			Loan Repayment	45.57
			Retirment 457 &	393.63
			Loan Repayments	188.62
			TOTAL:	4,092.71

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	1,094.25
			Medicare	255.92
		MISSIONSQUARE RETIREMENT	Retirement 401%	342.66
			Retirement 401	973.73
		IMAGE TREND INC	2025 FIELD BRIDGE SUPPORT	4,425.54
			TOTAL:	7,092.10
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	261.60
		INTERNAL REVENUE SERVICE	Fed WH	521.73
			FICA	489.86
			Medicare	114.56
		MISSIONSQUARE RETIREMENT	Retirment 457 &	29.28
			Retirement 457	90.00
			Loan Repayments	30.39
			Loan Repayments	37.15
			TOTAL:	1,574.57
Lee C. Fine Airport	Lee C. Fine Airpor	INTERNAL REVENUE SERVICE	FICA	489.86
			Medicare	114.56
		MISSIONSQUARE RETIREMENT	Retirement 401%	88.17
			Retirement 401	459.84
		DISH NETWORK	SVC 12/29/24-1/28/25	99.11
		ARTHUR J GALLAGHER & CO (ILLINOIS)	AIRPORT LIABILITY INSTALL	7,776.66
		GFL ENVIRONMENTAL	LCF TRASH SERVICE	80.00
		ROBINETT, DAVID	REIMB FOR HOSE AND FITTING	56.22
			TOTAL:	9,164.42
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	74.40
		INTERNAL REVENUE SERVICE	Fed WH	322.26
			FICA	274.69
			Medicare	64.25
		MISSIONSQUARE RETIREMENT	Retirment 457 &	14.60
			Retirement 457	60.00
			TOTAL:	810.20
Grand Glaize Airport	Grand Glaize Airpo	INTERNAL REVENUE SERVICE	FICA	274.69
			Medicare	64.25
		MISSIONSQUARE RETIREMENT	Retirement 401%	53.86
			Retirement 401	265.83
		CHARTER COMMUNICATIONS HOLDING CO LLC	GG CABLE 12/16/24-1/15/25	120.31
		ARTHUR J GALLAGHER & CO (ILLINOIS)	AIRPORT LIABILITY INSTALL	3,888.34
		GFL ENVIRONMENTAL	GG TRASH SERVICE	52.00
			TOTAL:	4,719.28

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

10	General Fund	82,963.08
20	Transportation	6,796.76
30	Water Fund	9,673.19
35	Sewer Fund	24,522.88
40	Ambulance Fund	11,184.81
45	Lee C. Fine Airport Fund	10,738.99
47	Grand Glaize Airport Fund	5,529.48

GRAND TOTAL:		151,409.19
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TOTAL PAGES: 6

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	LAKE SUN LEADER 81525 & 1586450	PN#23473 -SURPLUS AUCTION	25.90
			TOTAL:	25.90
City Clerk	General Fund	STAPLES BUSINESS ADVANTAGE	TONER	388.78
			TOTAL:	388.78
City Treasurer	General Fund	MAPERS	2025 MAPERS MEMBERSHIP DUE	100.00
			TOTAL:	100.00
Municipal Court	General Fund	ALPHAGRAPHS OF OSAGE BEACH	BUSINESS CARD - A.WALLANDE	44.50
			TOTAL:	44.50
City Attorney	General Fund	CUMMINGS, MCCLOREY, DAVIS, & ACHO	PROFESSIONAL SVCS - DUENKE	1,156.25
			TOTAL:	1,156.25
Building Maintenance	General Fund	AMERICAN STAMP & MARKING PRODUCTS INC BUTLER SUPPLY CO CINTAS CORPORATION MO DEPT OF PUBLIC SAFETY STAPLES BUSINESS ADVANTAGE GEO SERVICES LLC	NAME PLATE - P.ARNALL	32.39
			GFI TESTER	39.00
			CH FLOOR MATS	113.18
			CH FLOOR MATS	113.18
			ELEVATOR OPERATING CERTIFI	25.00
			MULTIFOLD TWLS	130.16
			FOAM CUPS	56.67
			COFFEE	35.05
			MULTIFLD TWLS AND PAPER TW	162.88
			CREAMER	55.70
			COFFEE, TRASH BAG, TOILET	167.28
			HVAC MAINTENANCE	3,123.03
			TOTAL:	4,053.52
Parks	General Fund	SCOTTS CONCRETE AMAZON CAPITAL SERVICES INC YESTERDAY'S MEALS LLC	PRE CAST	960.00
			CONCRETE BLANKET	80.00
			CANOE AND KAYAK PADDLES	683.92
			PORTABLE TOILET - JANUARY	85.00
			TOTAL:	1,808.92
Human Resources	General Fund	ONE TIME VENDOR SPORTSENGINE INC DBA N	VOLUNTEER BACKGROUND CHECK	23.00
			TOTAL:	23.00
Overhead	General Fund	ALPHAGRAPHS OF OSAGE BEACH	WINDOW ENVELOPES	395.80
			TOTAL:	395.80
Police	General Fund	PURCELL TIRE & RUBBER CO MO POLICE CHIEFS ASSC O'REILLY AUTOMOTIVE STORES INC HEDRICK MOTIV WERKS LLC AXON ENTERPRISE INC COMMENCO VERSATERM	FLAT REPAIR - PD 24	32.10
			FLAT REPAIR - PD18	32.10
			2025 CHIEFS CONFERENCE	1,170.00
			WIPER DRIVER SIDE - PD #17	20.39
			HEADLIGHT REPLACEMENT - PD	200.02
			BODY CAMERA AND ACCESSORIE	24,952.00
			LICENSE BUNDLE	751.68
			BODY CAMERA	594.57
			FIRMWARE UPGRADE	30.00
			CLOUD HOSTING DEC24-NOV25	16,700.00
			TOTAL:	44,482.86
911 Center	General Fund	APCO INTERNATIONAL INC NATL EMERGENCY NUMBER ASSOC NELSON SYSTEMS INC	2025 APCO MEMBERSHIP DUES	391.00
			2025 NENA MEMB- DISPATCH	750.00
			2025 NELSON SUPP & AIS UPG	6,532.46

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			2025 NELSON SUPP & AIS UPG	7,246.25
		INTRADO LIFE & SAFETY SOLUTIONS CORPOR	INTRADO LIFE & SAFETY SOLU	4,065.00
			TOTAL:	18,984.71
Information Technology General Fund		CDW GOVERNMENT INC	RAM UPGRADE	102.88
			RAM FOR DESKTOP PCS	131.74
		AMAZON CAPITAL SERVICES INC	TAPE, TAPE DISPENSER, SCRW	134.58
			IT SPEAKER AND HANDHELD FA	93.98
			EXPANDABLE HARD DRIVE - EN	317.00
		KASEYA US LLC	KASEYA REMOTE PC SFTWRE	2,844.00
		HUBER & ASSOCIATES, INC	ONBOARDING	7,500.00
		COMPLETE COMPUTING, INC	BARRACUDA ESSENTIALS & SET	23,262.50
			TOTAL:	34,386.68
Transportation	Transportation	MO ONE CALL SYSTEM INC	DEC UTILITY LOCATES	31.50
		O'REILLY AUTOMOTIVE STORES INC	BATTERY-PAINT STRIPING MAC	57.43
			WIPER BLADE FOR TRACTOR	20.39
		LAKE SUN LEADER 81525 & 1586450	PN#23469- 2 SVC TRK BODY B	122.15
		SUBSURFACE SOLUTIONS	RECALIBRATE 8200 LOCATOR	51.33
		COMFORT CARE	STREET SHOP HEATERS	3,000.00
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	270.10
			TRANS DEPT FLOOR MATS	14.11
			TRANS DEPT UNIFORMS	439.48
			TRANS DEPT FLOOR MATS	14.11
			TRANS DEPT UNIFORMS	274.48
			TRANS DEPT FLOOR MATS	14.11
		PARKWAY PLAZA TIRE	TRUCK 9313 CHECK ENGINE LT	115.00
		SCOTTS CONCRETE	OCTOBER DISCOUNT	49.00-
			CONCRETE- HWY D BRENTWOOD	1,514.00
			CONCRETE - CITY HALL	1,187.00
			AUGUST DISCOUNT	42.00-
			SEPTEMBER DISCOUNT	63.00-
		MEYER ELECTRIC CO INC	REPLACE SPARE STREETLIGHT	3,783.11
		WALL'S HVAC SERVICE LLC	CHAPEL OIL BURNER REPAIR	308.00
		DITCH WITCH	TRAILER AND DITCH WITCH AT	9,898.92
			TOTAL:	20,961.22
Water	Water Fund	CAPITAL MATERIALS LLC	6" CLEAN	40.00
			CAPITAL MATERIALS LLC	66.72
			1" BASE AND 6" CLEAN	1,956.58
		MO ONE CALL SYSTEM INC	DEC UTILITY LOCATES	31.50
		MOTOR HUT INC	SAW REPAIR	584.92
		MUNICIPAL EQUIPMENT CO	PASSOVER HT REPORTING STAT	11,391.55
		POSTMASTER	JAN UTILITY BILL POSTAGE	625.00
		CORE & MAIN LP	COUPLINGS AND VALVE BOXES	5,001.10
			METER GASKETS	51.00
		SUBSURFACE SOLUTIONS	RECALIBRATE 8200 LOCATOR	51.33
		COMFORT CARE	STREET SHOP HEATERS	9,356.00
		MAGRUDER LIMESTONE CO INC	1" MINUS, 2" MINUS, 2" CLE	1,140.39
		CINTAS CORPORATION	WATER DEPT UNIFORMS	195.38
			WATER DEPT FLOOR MATS	14.12
			WATER DEPT UNIFORMS	191.00
			WATER DEPT FLOOR MATS	14.12
			WATER DEPT UNIFORMS	191.00
			WATER DEPT FLOOR MATS	14.12
		COMPUTER SUPPLIES & SERVICES	DISCONNECT NOTICES	163.88

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PARKWAY PLAZA TIRE	NEW TIRES - TRUCK 1718	1,023.96
			NEW TIRES - TRUCK 6041	1,539.06
		WALL'S HVAC SERVICE LLC	CHAPEL OIL BURNER REPAIR	308.00
		DITCH WITCH	TRAILER AND DITCH WITCH AT	9,898.92
			TOTAL:	43,849.65
Sewer	Sewer Fund	ELECTRIC CONTROLS COMPANY INC	54-7 SANDS FLOAT CONTROL	3,136.23
		AMOS SEPTIC SERVICE INC	PUMP OUTS - DEC	2,000.00
		MO ONE CALL SYSTEM INC	DEC UTILITY LOCATES	31.50
		MUNICIPAL EQUIPMENT CO	STOCK 2 HP PUMPS	26,287.50
		O'REILLY AUTOMOTIVE STORES INC	RV ANTIFREEZE	19.47
		LAKE SUN LEADER 81525 & 1586450	PN#23483 - SWR RELOCATION	72.10
		POSTMASTER	JAN UTILITY BILL POSTAGE	625.00
		BUTLER SUPPLY CO	2" PVC - 22-4 BLUFF	2.55
		DAM STEEL SUPPLY	ALUMINUM	132.00
		CORE & MAIN LP	4" TRAILER PUMP SUCTION HO	449.89
			54-3 ROCKWAY BYPASS PORT	668.92
		SUBSURFACE SOLUTIONS	RECALIBRATE 8200 LOCATOR	51.34
		COMFORT CARE	STREET SHOP HEATERS	9,356.00
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	302.79
			SEWER DEPT FLOOR MATS	14.12
			SEWER DEPT UNIFORMS	302.79
			SEWER DEPT FLOOR MATS	14.12
			SEWER DEPT UNIFORMS	302.79
			SEWER DEPT FLOOR MATS	14.12
		COMPUTER SUPPLIES & SERVICES	DISCONNECT NOTICES	163.88
		AMAZON CAPITAL SERVICES INC	TOWEL RACK	34.98
		AESTHETIX ELECTRIC	PHASE PERFECT INSTALL	1,692.00
		GARBER DIESEL SERVICE LLC	CRANE HYDRAULICS - TRK #36	68.77
		WALL'S HVAC SERVICE LLC	CHAPEL OIL BURNER REPAIR	308.00
		NICK'S TRUE VALUE HARDWARE	PLASTIC WELD	9.99
		TOTAL TOOL SUPPLY INC	IMPACT WRENCH, FLOOD LIGHT	2,458.74
			4 1/2 IN GRINDER	389.00
		SRI-MO	2HP PUMP REPAIRS	1,950.00
		DITCH WITCH	TRAILER AND DITCH WITCH AT	9,898.92
			TOTAL:	60,757.51
Ambulance	Ambulance Fund	DOUGLAS G WILSON DO PC	DEC MEDICAL DIRECTOR SVC	1,000.00
		LIFE-ASSIST, INC.	MEDICAL SUPPLIES	617.36
			TOTAL:	1,617.36
Lee C. Fine Airport	Lee C. Fine Airpor	MO DEPT NATURAL RESOURCES/ENVIR QUALIT	2025 LCF OPERATING PERMIT	200.00
		O'REILLY AUTOMOTIVE STORES INC	FUEL TREATMENT	5.78
			TOTAL:	205.78

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

10	General Fund	105,850.92
20	Transportation	20,961.22
30	Water Fund	43,849.65
35	Sewer Fund	60,757.51
40	Ambulance Fund	1,617.36
45	Lee C. Fine Airport Fund	205.78

GRAND TOTAL:		233,242.44
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TOTAL PAGES: 4

City of Osage Beach

Agenda Item Summary

Date of Meeting: January 16, 2025
Originator: Zak Wilber, Public Works Operations Manager
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:

Bill 25-02 - An ordinance of the City of Osage Beach, Missouri, authorizing the mayor to execute a contract with Knapheide for the purchase of two service bodies for an amount not to exceed \$82,291.75. *Second Reading*

Requested Action:

Second Reading of Bill #25-02

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 30-00-774265 Vehicles

FY2025 Budgeted Amount:	\$120,387
FY2025 Expenditures to Date (12/19/24):	(\$0)
FY2025 Available:	\$120,387
FY202 Requested Amount:5	\$29,374.95

Budget Line Item/Title: 35-00-774265 Vehicles

FY2025 Budgeted Amount:	\$541,755
FY2025 Expenditures to Date (12/19/24):	(\$0)
FY2025 Available:	\$541,755
FY2025 Requested Amount:	\$52,916.80

Department Comments and Recommendation:

The city will be purchasing these service bodies from Knapheide Truck Equipment Center. All of our current service bodies were purchased through Knapheide, and we feel very comfortable with this vendor. These beds will be mounted on the two service trucks that were purchased in the summer of 2024. The sewer bed is more expensive because of the crane required to pull and load sewer pumps. These service bodies will come out of 30/35-00-774265 and will cost the City \$82,291.75. I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 25-02 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH KNAPHEIDE FOR THE PURCHASE OF TWO SIDE SERVICE BODIES FOR AN AMOUNT NOT TO EXCEED \$82,291.75.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a purchase contract with Knapheide, under substantially the same or similar terms and conditions as set forth in "Exhibit A".

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Eighty-Two Thousand Two Hundred Ninety One Dollars and Seventy Five Cents. (\$82,291.72)

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: January 2, 2024

READ SECOND TIME:

I hereby certify that the above Ordinance No. 25-02 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 25-02.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

BID OPENING

Service Bodies

12/16/2024

11:00 a.m.

The following bids were opened by Tara Berreth .

Bidder Name

Amount of Bid

KRANZ	QUOTE #1	\$43,523.00
	QUOTE #2	\$59,407.00
KNAPHEIDE	QUOTE #1	\$52916.80
	QUOTE #2	\$29,374.95

Contact(s): Brian Davis (Outside Sales)
bd018s@knapheide.com
5734739199

Customer: City of Osage Beach Public Works

ID: 117879
Address:
5757 CHAPEL DR
OSAGE BEACH, MO 65065-3049
Description: 6108D5460 Service Body

Phone: 5733022020
Contact: Zak Wilber
Email: zwilber@osagebeach.org

Terms: NET 30 DAYS
Bid Spec:

Quote Information:

Customer Request Date:
Quote Completed Date:
of Units: 1

Delivery Information:

Total Price Includes F.O.B.: Your Plant
Ship Via: Customer Pick Up
Ship To: Knapheide Jefferson City
6603 BUSINESS 50 W
JEFFERSON CITY, MO 65109-6307

Vehicle Information:

Make: Ford
Chassis Type: Chassis Cab
Rear Axle Type: DRW
Fuel Type: Gas
GVWR: 14000

Model: F-350
Cab Type: Crew
Drivetrain: 4x4
Transmission Type: Auto

Year: 2024
Cab to Axle: 60
Engine Size: 7.3
Wheelbase: 179.8

Item	Description	Quantity	Unit Price	Total
PACKAGE	Knapeide 6108d5460-b Steel Service Body *** #RFP605CO23002063 *** 6108D5460-B Service Body with Raised Front Verticals Overall Dimension: 107.25" Long x 94" Wide Cargo Area: 54" Wide x 24" High Side Compartment: 40" High x 20" Deep Street Side Compartmentation: Front Vertical: 34" Long x 60" High Horizontal: 46" Long x 18.5" High Rear Vertical: 27.25" Long x 40" High Curbside Compartmentation: Front Vertical: 34" Long x 60" High Horizontal: 46" Long x 18.5" High Rear Vertical: 27.25" Long x 40" High Standard Shelving: *(2) Adjustable Divider Shelves in Each Front Vertical Compartment *(1) Bolt-In Divider Shelf Curbside Horizontal Compartment *(1) Adjustable Divider Shelf in Each Rear Vertical Compartment *(28) Shelf Dividers Warranty: Standard Knapheide Limited Warranty Weight: 1497 lbs	1.00		15,299.94
PACKAGE	LED Compartment Lights	1.00		1,221.00
PACKAGE	4-corner Strobe Light Package ktec install 2-in grill 2-on rear toward outer edge	1.00		454.00
PACKAGE	Spray Line Cargo Area and Compartment Tops - 108" Service Body	1.00		1,085.99
PACKAGE	Go Light with telescopic pole installed in bed of chassis LED Spot Light, Wireless Remote 24 Volt, GoLight 20004GT-24 White Includes Mounting Hardware	1.00		1,517.00
PACKAGE	TommyGate Liftgate 1600lb lift	1.00		4,011.00

	1,600lb Liftgate, Tommy Gate G2-60SB-1642 TP27 55" x 27" +4" One-Piece Steel Treadplate w/ 27" Loading Depth + 4" Taper For Service Bodies with 54" Openings Clear Opening Between Uprights: 55 5/8" 'SB' Indicates use is for a Service Body			
20192514	C-Tech 6 Drawer Unit (3) 3" High Drawers (2) 5" High Drawers (1) 7" High Drawer Liner 250lb Capacity per Drawer Telescopic Top Shelf Includes Mounting Kit 28" Wide x 17.5" Deep x 29.82" High Red Weight: 119.53lbs installed on streetside front compartment	1.00	2,342.00	2,342.00
PACKAGE	Inverter 3000 Watt pure sine installed in curb side rear compartment Samlex PST-3000-12 3000 Watt Inverter Wide temperature operating range -20 to +40°C / -4 to +104°F Dual GFCI Protected Outlets Input: 12 VDC Output: 120 VAC Watts: 3000 Watts	1.00		2,643.00
PACKAGE	Fabricated Material Rack Installed on driver's side	1.00		801.02
Total does not include any applicable taxes or transportation charges unless specifically noted herein:			Subtotal:	\$29,374.95
			Total:	\$29,374.95

Customer PO

Total Price

Credit Card Policy: We do not accept credit cards for payment of any order in excess of \$10,000.00. For other orders, we do accept MasterCard, Visa and Discover. We do not accept American Express.

Cancellation Policy: Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Seller) and upon cancellation of installation

Payment Policy: Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order. Payment terms for customers with an established credit account will be Net 30 from date of invoice. Seller has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Pricing Policy: Price Quotation is good on orders received through the expiration date. Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change. Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order. Seller must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies.

Return Policy: All sales are final. Purchased parts or products are non-returnable.

By signing and accepting this quotation, Customer agrees to accept Knapheide Truck Equipment Center Jefferson City terms and conditions as stated above.

Customer Signature

Print Name

Title

Date

Dealer Code

Dealership

Location

VIN

If the chassis is customer supplied, Knapheide
may require a chassis spec sheet

Contact(s): Brian Davis (Outside Sales)
bd018s@knapheide.com
5734739199

Customer: City of Osage Beach Public Works

ID: 117879
Address: 5757 CHAPEL DR
OSAGE BEACH, MO 65065-3049
Description: 6108D5460 with EC3200 Crane

Phone: 5733022020
Contact: Zak Wilber
Email: zwilber@osagebeach.org

Terms: NET 30 DAYS
Bid Spec:

Quote Information:

Customer Request Date:
Quote Completed Date:
of Units: 1

Delivery Information:

Total Price Includes F.O.B.:
Ship Via: Customer Pick Up
Ship To: City of Osage Beach Public Works
5757 CHAPEL DR
OSAGE BEACH, MO 65065-3049

Item	Description	Quantity	Unit Price	Total
PACKAGE	Knapheide 6108D5460 Service Body with Crane Mount *** #RFP605CO23002063 *** OVERALL LENGTH: ----- 107-1/4" CURBSIDE COMPARTMENTATION: OVERALL WIDTH: ----- 94" 1V = 34" in length x 60" high FLOOR WIDTH: ----- 54" H = 46" in length x 18-1/2" high SIDE COMPARTMENT HEIGHT: ----- 40" 2V = 27-1/4" in length x 40" high SIDE COMPARTMENT DEPTH: ----- 20" STANDARD SHELVEING: Includes (2) adjustable shelves FLOOR HEIGHT: ----- 24" each front vertical, (1) bolt-in divider shelf STREETSIDE COMPARTMENTATION: curbside horizontal compartment, (1) adjustable 1V = 34" in length x 60" high divider shelf each rear vertical compartment H = 46" in length x 18-1/2" high and (28) shelf dividers. 2V = 27-1/4" in length x 40" high WARRANTY: Standard Knapheide Limited Warranty Door Seal Torsion Floor Kit,qkmt ford 60+CA 17+ T Outrigger Receiver Bumper Does not include outriggers. Shovel box 72LX20WX16H pr Prime CURBSIDE (Right) 1 Y Crane Reinforcmnt Kit RRV Corner mounted crane kit rated for cranes up to 4000LBS (16000FT-LBS) max. Distributor to verify make & model at time of order. Outriggers equal in capacity to crane must be used.	1.00		21,896.05

PACKAGE	Stellar EC3200 Crane with Manual outriggers	1.00		23,454.84
PACKAGE	LED Compartment Lights	1.00		330.27
PACKAGE	Cab Guard with Strobe Mount Bracket Package	1.00		1,163.92
PACKAGE	Cargo Area D-Ring Package	1.00		448.76
PACKAGE	Spray liner in Cargo Area (front, floor, sides, and tailgate) 108 service body ktec install Spray Line Compartment Tops	1.00		1,145.76
PACKAGE	C-Tech Drawer Unit Package, Front Driver Side Compartment	1.00		1,823.93
PACKAGE	Samlex 3000 Watt Inverter Package with Auxiliary Battery, Rear Driver Side Compartment	1.00		918.25
PACKAGE	Material Rack Package	1.00		1,213.44
PACKAGE	TommyGate Liftgate 1600lb lift 1,600lb Liftgate, Tommy Gate G2-60SB-1642 TP27 55" x 27" +4" One-Piece Steel Treadplate w/ 27" Loading Depth + 4" Taper For Service Bodies with 54" Openings Clear Opening Between Uprights: 55 5/8" 'SB' Indicates use is for a Service Body *Includes Stellar Jackleg Outrigger	1.00		521.58
Total does not include any applicable taxes or transportation charges unless specifically noted herein:				Subtotal: \$52,916.80
				Total: \$52,916.80

The following option(s) may be added:

Item	Description	Yes / No	Unit Price	Total
PACKAGE	Front Grill Mount Strobe Kit (2) Ecco ED3703A Amber Strobes Installed on Front Grille Wired Ignition Hot to Upfitter Switch in Cab (Same Switch as Rear Strobes)	Yes / No		385.06

Customer PO

Total Price

Credit Card Policy: We do not accept credit cards for payment of any order in excess of \$10,000.00. For other orders, we do accept MasterCard, Visa and Discover. We do not accept American Express.

Cancellation Policy: Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Seller) and upon cancellation of installation

Payment Policy: Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order. Payment terms for customers with an established credit account will be Net 30 from date of invoice. Seller has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Pricing Policy: Price Quotation is good on orders received through the expiration date. Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change. Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order. Seller must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies.

Return Policy: All sales are final. Purchased parts or products are non-returnable.

By signing and accepting this quotation, Customer agrees to accept Knapheide Truck Equipment Center Jefferson City terms and conditions as stated above.

Customer Signature

Print Name

Title

Date

Dealer Code

Dealership

Location

VIN

If the chassis is customer supplied, Knapheide
may require a chassis spec sheet

City of Osage Beach
Agenda Item Summary

Date of Meeting: January 16, 2025
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 25-03 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 710 Sewers and Sewerage Systems Sections 710.180 Connections Permit purposes of the City Code for various purposes as set forth. *Second Reading*

Requested Action:

Second Reading of Bill #25-03

Ordinance Referenced for Action:

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

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This is the outside-City sewer ordinance we discussed in November. It requires a 20-year commitment to City sewer services as well as a consent-to-annex prior to connection. A form agreement is attached, and the Board will approve all agreements on this form.

Please note staff is proposing to no longer accept grinder stations outside City limits. PW and the City Engineer have provided a cost estimate showing why these are not economical.

1 customer

Average Monthly Cost to Operate 3hp pump & panel - \$88.46-\$127.35

Average Monthly Charge to Customer at current rate - \$67.37

Average Monthly Loss to the City - \$(21.09)-\$(59.98)

2 customers

Average Monthly Cost to Operate 3hp pump & panel - \$88.46-\$127.35

Average Monthly Charges to Customers at current rate - \$134.74

Average Monthly Gain to the City - \$7.39-\$46.28

These costs assume a pump life at 3-5 years, panel life at 15-20 years, and 1 call out every 3 years.

City Attorney Comments:

Per City Code 110.230, Bill 25-03 is in correct form.

City Administrator Comments:

I would recommend approval of the attached agreement. The above costs do not account for normal operations or maintenance of the sewer mains or major lift stations nor additional staff time for DNR reporting and cleanup if a pump fails and causes a Sanitary Sewer Overflow (SSO). I would recommend that the City require customers to install and maintain all private infrastructure including any lift pumps, electrical panels and services, and lateral lines. The City should take over ownership and maintenance at the point of connection with main gravity and pressure lines that provide common service for multiple customers.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 715 SEWERS AND SEWERAGE SYSTEMS SECTIONS 710.180 CONNECTION PERMIT PURPOSES OF THE CITY CODE FOR VARIOUS PURPOSES AS SET FORTH.

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

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

Section 710.180. Connection Permit.

- A. *Connection permit required.* No person shall commence installation of a sewer system, relocation of an existing line or sewer station, uncover, make any connections with or opening into, use, alter or disturb any wastewater sewer or storm sewer without first obtaining an approved sewer permit. The site development fee required in Section 510.120 must be paid in full before the sewer permit is issued.
- B. *Capacity prerequisite.* No permits for any class of connection to the City's wastewater sewers or wastewater treatment facilities shall be issued unless there is sufficient capacity, not legally committed to other users, in the wastewater sewers and treatment facilities to convey and adequately treat the quantity of wastewater which the requested connection will add to the system. The Public Works Director may permit a new connection if there are legally binding commitments to provide the service.
- C. *Connections outside City limits.* In addition to the foregoing, all connections to the City's wastewater sewers or wastewater treatment facilities which service property outside City limits shall require a signed agreement by the person(s) seeking to connect which commits to connection for a period of not less than twenty years and contains a provision consenting to annexation of the serviced property. The City Administrator or his/her designee are authorized to execute such agreements for any connection of two (2) or fewer Class A users as defined in Section 710.400(A)(5).

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: January 2, 2025

READ SECOND TIME:

I hereby certify that Ordinance No.25.03 was duly passed on by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No.25.03.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

CONSENT TO ANNEX AND UTILITY SERVICES COVENANT

THIS CONSENT TO ANNEX AND UTILITY SERVICES COVENANT (“Consent and Covenant”) is made and entered into this ____ day of _____, 20__, by and between **[Grantor 1] and [Grantor 2]**, whose address is **[address], Osage Beach, Missouri 65065 (Grantor)**, and **City of Osage Beach**, whose address is: **City of Osage Beach, Attn. City Clerk, 1000 City Parkway, Missouri 65065 (Grantee)**.

Whereas Grantor is the owner of certain real property located outside the limits of the City of Osage Beach, Missouri, more fully described as:

[Here insert legal description]

(the “Property”); and

Whereas Grantor has requested permission to connect the Property to Grantee’s existing sewage and/or water collection system; and

Whereas Grantee has an interest in maintaining orderly growth of its City, including the annexation of new developments adjoining its City limits.

In consideration of the mutual covenants and agreements herein, the parties do hereby agree as follows:

1. Grantee shall permit Grantor to connect the property to the City’s existing sewer and/or water system at Grantor’s expense, contingent upon:
 - a. Execution and recording of this Consent and Covenant and all attachments hereto;

- b. Sewer/water utility service lines, grinder/lift pumps and associated electrical services shall be constructed and inspected in accordance with City ordinances, guidelines, and standards.
 - c. Final inspection and approval of such connection to City infrastructure by City staff, such approval not to be unreasonably withheld;
 - d. Provision and recording of any easements required by Grantee to maintain, improve, or otherwise access any infrastructure being accepted into City inventory contemporaneously herewith; and
 - e. Payment to Grantee of all monies due by ordinance (if any) prior to connection.
2. Grantor hereby irrevocably consents to annexation of the Property, together with street and road rights-of-way abutting said property, into the City of Osage Beach, Missouri pursuant to R.S.Mo. § 71.012. Grantor forever waives and disclaims any right to oppose such annexation or seek deannexation thereof. Grantor covenants and agrees that it will not seek annexation into any other municipality without the consent of Grantee. Grantor hereby releases Grantee and its respective agents, officers, employees and representatives, from any and all claims arising out of or related in any way to the annexation and zoning of the Property.
3. Nothing herein shall require Grantee to annex the Property. Should Grantee determine it is in the City's best interest to annex the Property, Grantee shall request a petition to annex from the then-owner of the Property by certified mail addressed to the Property's utility billing address. If Grantor does not submit a petition to annex within 30 days of the delivery of such certified mail as shown by the U.S. Post Office, Grantee may submit a petition to annex on behalf of the then-owner of the Property using the attached Irrevocable Power of Attorney, which shall be executed with this Consent and Covenant.

4. Grantor further agrees that the Property shall remain connected to, and a rate-paying customer of, Grantee's sewer and/or water system for a period of 20 years from the date this Consent and Covenant is executed by Grantee. Grantor understands that rates are set by City ordinance and may change or increase during the term hereof. The twenty-year limitation in this section shall apply only to this section. Grantor agrees to maintain all utility service lines and associated infrastructure after all inspections have been completed and utility service is activated.
5. The undersigned represent that they are owners of all fee interest of record of the above tract of land. This petition shall be a perpetual, continuing obligation running with the land and shall bind the subsequent owners, their heirs, executors, administrators, successors, assigns, or legal representatives.
6. All parties to this action shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with this performance of the obligations hereunder and to carry out the intent of the parties hereto.
7. This Consent and Covenant supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them. This Consent and Covenant shall be recorded in the office of the Camden/Miller County Recorder of Deeds at the City's expense.
8. If Grantor at any time fails to comply with any of the provisions of this Consent and Covenant, the City may terminate sewer/water services to the Grantor's property and disconnect the utility service lines. Any costs associated with utility reinstatement will be paid for by Grantor.

In Witness Whereof, the said **Grantor** and **Grantee** have set their hands the day and year first above written.

Grantor

_____(signed)
[Grantor 1]

_____(signed)
[Grantor 2]

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared [Grantor 1] and [Grantor 2] to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set me hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

My Term Expires: _____
Notary Public

Grantee:
City of Osage Beach

By: _____
Michael Harmison, Mayor

Attest:

Tara Berreth, City Clerk

EXHIBIT A

IRREVOCABLE POWER OF ATTORNEY

This Irrevocable Power of Attorney is made by **[Grantor 1] and [Grantor 2]**, whose address is **[address], Osage Beach, Missouri 65065 (Grantor)**, and **City of Osage Beach**, whose address is: **City of Osage Beach, Attn. City Clerk, 1000 City Parkway, Missouri 65065 (Grantee)**.

Grantor appoints Grantee City of Osage Beach as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor, to petition for annexation of the Property described in the Consent and Covenant to which this Power of Attorney is attached under R.S.Mo. § 71.012, and to take any action deemed necessary or advisable by Grantee in furtherance of that purpose. This power of attorney is coupled with an interest and as such is irrevocable and full power of substitution is granted to the assignee or holder. Grantor hereby ratifies any and all action as authorized herein previously taken by its above-named attorney in fact. The rights, powers and authority of the attorney in fact to exercise, perform and cause to be done any and all act whatsoever requisite and necessary by virtue of authority hereof shall remain in full force and effect and are binding upon Grantor, its legal representatives, successors and assigns.

In Witness Whereof, the said **Grantor** has set its hand the day and year first above written.

Grantor

[Grantor 1] (signed)

[Grantor 2] (signed)

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared [Grantor 1] and [Grantor 2] to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set me hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

My Term Expires: _____
Notary Public

Cost/Revenue	Life Low (months)	Life High (months)	Cost	Cost Per Month Worst Case	Cost Per Month Best Case
3 HP pump	36	60	\$ (2,637.75)	\$ (73.27)	\$ (43.96)
Simplex Panel	180	240	\$ (4,837.44)	\$ (26.87)	\$ (20.16)
Avg. Electric	1	1	\$ (15.00)	\$ (15.00)	\$ (15.00)
Call Out	30	42	\$ (300.00)	\$ (10.00)	\$ (7.14)
Treatment	1	1	\$ (2.20)	\$ (2.20)	\$ (2.20)
Avg. Revenue Class A 2023 Rates	1	1	\$ 46.60	\$ 46.60	\$ 46.60
			TOTAL:	\$ (80.75)	\$ (41.86)

Cost/Revenue	Life Low (months)	Life High (months)	Cost	Cost Per Month Worst Case	Cost Per Month Best Case
3 HP pump	36	60	\$ (2,637.75)	\$ (73.27)	\$ (43.96)
Simplex Panel	180	240	\$ (4,837.44)	\$ (26.87)	\$ (20.16)
Avg. Electric	1	1	\$ (15.00)	\$ (15.00)	\$ (15.00)
Call Out	30	42	\$ (300.00)	\$ (10.00)	\$ (7.14)
Treatment	1	1	\$ (2.20)	\$ (2.20)	\$ (2.20)
Avg. Revenue Class A Jan 2024 Rate Change	1	1	\$ 52.58	\$ 52.58	\$ 52.58
			TOTAL:	\$ (74.77)	\$ (35.88)

Cost/Revenue	Life Low (months)	Life High (months)	Cost	Cost Per Month Worst Case	Cost Per Month Best Case
3 HP pump	36	60	\$ (2,637.75)	\$ (73.27)	\$ (43.96)
Simplex Panel	180	240	\$ (4,837.44)	\$ (26.87)	\$ (20.16)
Avg. Electric	1	1	\$ (15.00)	\$ (15.00)	\$ (15.00)
Call Out	30	42	\$ (300.00)	\$ (10.00)	\$ (7.14)
Treatment	1	1	\$ (2.20)	\$ (2.20)	\$ (2.20)
Avg. Revenue Class A Mid 2024 Rate	1	1	\$ 67.37	\$ 67.37	\$ 67.37
			TOTAL:	\$ (59.98)	\$ (21.09)

\$ (127.35) \$ (88.46)

Cost/Revenue	Life Low (months)	Life High (months)	Cost	Cost Per Month Worst Case	Cost Per Month Best Case
3 HP pump	36	60	\$ (2,769.64)	\$ (76.93)	\$ (46.16)
Simplex Panel	180	240	\$ (5,079.31)	\$ (28.22)	\$ (21.16)
Avg. Electric	1	1	\$ (15.00)	\$ (15.00)	\$ (15.00)
Call Out	30	42	\$ (300.00)	\$ (10.00)	\$ (7.14)
Treatment	1	1	\$ (2.20)	\$ (2.20)	\$ (2.20)
Avg. Revenue Class A Feb Rate Change	1	1	\$ 84.20	\$ 84.20	\$ 84.20
			TOTAL:	\$ (48.15)	\$ (7.47)

Cost/Revenue	Life Low (months)	Life High (months)	Cost	Customers	Cost Per Month Worst Case	Cost Per Month Best Case
3 HP pump	36	60	\$ (2,637.75)	2.00	\$ (73.27)	\$ (43.96)
Simplex Panel	180	240	\$ (4,837.44)	2.00	\$ (26.87)	\$ (20.16)
Avg. Electric	1	1	\$ (15.00)	2.00	\$ (15.00)	\$ (15.00)
Call Out	30	42	\$ (300.00)	2.00	\$ (10.00)	\$ (7.14)
Treatment	1	1	\$ (2.20)	2.00	\$ (2.20)	\$ (2.20)
Avg. Revenue Class A 2023 Rates	1	1	\$ 46.60	2.00	\$ 93.20	\$ 93.20
			TOTAL:		\$ (34.15)	\$ 4.74

Cost/Revenue	Life Low (months)	Life High (months)	Cost	Customers	Cost Per Month Worst Case	Cost Per Month Best Case
3 HP pump	36	60	\$ (2,637.75)	2.00	\$ (73.27)	\$ (43.96)
Simplex Panel	180	240	\$ (4,837.44)	2.00	\$ (26.87)	\$ (20.16)
Avg. Electric	1	1	\$ (15.00)	2.00	\$ (15.00)	\$ (15.00)
Call Out	30	42	\$ (300.00)	2.00	\$ (10.00)	\$ (7.14)
Treatment	1	1	\$ (2.20)	2.00	\$ (2.20)	\$ (2.20)
Avg. Revenue Class A Jan 2024 Rate Change	1	1	\$ 52.58	2.00	\$ 105.16	\$ 105.16
			TOTAL:		\$ (22.19)	\$ 16.70

Cost/Revenue	Life Low (months)	Life High (months)	Cost	Customers	Cost Per Month Worst Case	Cost Per Month Best Case
3 HP pump	36	60	\$ (2,637.75)	2.00	\$ (73.27)	\$ (43.96)
Simplex Panel	180	240	\$ (4,837.44)	2.00	\$ (26.87)	\$ (20.16)
Avg. Electric	1	1	\$ (15.00)	2.00	\$ (15.00)	\$ (15.00)
Call Out	30	42	\$ (300.00)	2.00	\$ (10.00)	\$ (7.14)
Treatment	1	1	\$ (2.20)	2.00	\$ (2.20)	\$ (2.20)
Avg. Revenue Class A Mid 2024 Rate	1	1	\$ 67.37	2.00	\$ 134.74	\$ 134.74
			TOTAL:		\$ 7.39	\$ 46.28

\$ (127.35)

Cost/Revenue	Life Low (months)	Life High (months)	Cost	Customers	Cost Per Month Worst Case	Cost Per Month Best Case
3 HP pump	36	60	\$ (2,769.64)	2.00	\$ (76.93)	\$ (46.16)
Simplex Panel	180	240	\$ (5,079.31)	2.00	\$ (28.22)	\$ (21.16)
Avg. Electric	1	1	\$ (15.00)	2.00	\$ (15.00)	\$ (15.00)
Call Out	30	42	\$ (300.00)	2.00	\$ (10.00)	\$ (7.14)
Treatment	1	1	\$ (2.20)	2.00	\$ (2.20)	\$ (2.20)
Avg. Revenue Class A Feb Rate Change	1	1	\$ 84.20	2.00	\$ 168.40	\$ 168.40
			TOTAL:		\$ 36.05	\$ 76.73

City of Osage Beach, MO

CURRENT VEHICLE INFORMATION																							
Veh #	Dept	Year	Make	Model	Series	Vin	Est Annual Mileage	Odometer	Est Market Value	EFM #	Round 1 Orders	Year	Make	Model	4x2/4x4	Cab	Bed Length	Color	Vendor	EFM Q#	AME #	Aftermarket Equipment	
Growth	PW									1	X	2025	Chevrolet	Silverado	4x4	Crew	5.75	White	n/a	8553964	n/a	Toolbox/amber	
Growth	PW									2	X	2025	Ford	F-550 Chassis	4x4	Reg	11'	White	Knaphiede	8553980	QU-46-896905	Service/Crane/Generator/see quote	
71	PW	2012	Ford	F-350 Chassis	XL 4x4 SD Regular Cab 141 in. WB DRW	1FDRF3H66CEC56727	7,609	97,010	\$9,000	3	X	2025	Ford	F-350 Chassis	4x4	Reg	9'	White	Knaphiede	8554071	QU-46-753103-4	Service Body/Crane/Tommy	
17	Police	2014	Ford	Utility Police Interceptor	Base All-Wheel Drive	1FM5K8AR4EGC02541	8,553	91,945	\$3,500	4	X	2025	Ford	PIU	AWD			White	PSE	8554083	TBD	Pursuit - Chief Getting Quote - \$20k	
21	Police	2014	Ford	Utility Police Interceptor	Base All-Wheel Drive	1FM5K8AR6EGC02542	10,136	108,960	\$3,500	4	X	2025	Ford	PIU	AWD			White	PSE	8554083	TBD	Pursuit - Chief Getting Quote - \$20k	
16	Police	2014	Ford	Utility Police Interceptor	Base All-Wheel Drive	1FM5K8ARB6G93638	8,065	86,696	\$4,000	4	X	2025	Ford	PIU	AWD			White	PSE	8554083	TBD	Pursuit - Chief Getting Quote - \$20k	
18	Police	2017	Ford	Utility Police Interceptor	Base All-Wheel Drive	1FM5K8AR8HGC67008	12,366	95,036	\$8,000	4	X	2025	Ford	PIU	AWD			White	PSE	8554083	TBD	Pursuit - Chief Getting Quote - \$20k	
4029	Police	2013	Ford	Utility Police Interceptor	Base All-Wheel Drive	1FM5K8ARXDG34029	10,445	122,726	\$3,000	5	X	2025	Ford	Equinox	AWD			Gray	PSE	8554086	TBD	Detective - \$4k	
9513		2015	Ford	Sedan Police Interceptor	Base All-Wheel Drive	1FAHP2M6KF1G149514	9,540	93,018	\$5,500														
9513		2015	Ford	Sedan Police Interceptor	Base All-Wheel Drive	1FAHP2M6KXF149513	4,758	46,393	\$7,500														
2817		2006	Ford	Taurus	SE 4dr Sedan	1FAHP3J256A242817	4,169	78,518	\$1,300														
56		2012	Ford	F-250	XL 4x4 SD Regular Cab 8 ft. box 137 in. WB SRW	1FDBF2B66CEB85548	10,190	129,923	\$6,000														
67		2015	Ford	F-350 Chassis	XL 4x4 SD Regular Cab 141 in. WB DRW	1FDRF3H64FA59298	8,919	86,963	\$13,500														
52		2015	Ford	F-350 Chassis	XL 4x4 SD Regular Cab 141 in. WB DRW	1FDRF3H65FEC66041	8,555	83,415	\$13,500														
75		2015	Ford	F-350 Chassis	XL 4x4 SD Regular Cab 141 in. WB DRW	1FDRF3H67FEC66042	5,713	55,704	\$15,500														
Bucket		2011	Ford	F-550 Chassis	XL 4x4 SD Regular Cab 141 in. WB DRW	1FDUF5H14EB889412	6,419	88,264	\$10,000														
53		2012	Ford	F-550 Chassis	XL 4x4 SD Regular Cab 141 in. WB DRW	1FDUF5HY6CE96510	5,770	73,572	\$7,000														
57		2015	Ford	F-550 Chassis	XL 4x4 SD Regular Cab 141 in. WB DRW	1FDUF5HY8FE44463	5,080	49,533	\$17,000														
54		2013	Ford	F-550 Chassis	XL 4x4 SD Regular Cab 141 in. WB DRW	1FDUF5HY7DEA87021	5,936	69,744	\$15,000														
62		2015	Ford	F-550 Chassis	XL 4x4 SD Regular Cab 141 in. WB DRW	1FDUF5HY8FEA59313	4,451	43,400	\$17,000														
70		2013	Ford	F-550 Chassis	XL 4x4 SD Regular Cab 141 in. WB DRW	1FDUF5HY9DEA9686	5,236	61,526	\$15,000														
4031		2013	Ford	Utility Police Interceptor	Base All-Wheel Drive	1FM5K8AR8DGA34031	11,158	131,106	\$3,000														
24		2014	Ford	Utility Police Interceptor	Base All-Wheel Drive	1FM5K8AR8EGC02543	10,811	116,219	\$3,000														
15		2017	Ford	Utility Police Interceptor	Base All-Wheel Drive	1FM5K8AR8HGB22969	14,147	108,460	\$6,800														
7040		2008	Ford	Explorer	XLT V6 4dr 4x4	1FMEU73E68UA8868	5,736	96,557	\$2,500														
7041		2003	Ford	Explorer	XLS 4.0L 4dr 4x4	1FMZU72K93UC35803	5,124	112,309	\$1,000														
23		2011	Ford	F-250	XL 4x4 SD Regular Cab 8 ft. box 137 in. WB SRW	1FTBF2B66BEC77486	4,639	63,781	\$7,500														
69		2012	Ford	F-250	XL 4x4 SD Regular Cab 8 ft. box 137 in. WB SRW	1FTBF2B66BEC8547	6,512	83,027	\$8,000														
58		2015	Ford	F-150	XL 4x4 SuperCrew Cab Styleside 5.5 ft. box 145 in. WB	1FTFX1E8XPFA75898	9,334	91,002	\$12,500														
55		2008	Ford	F-350	XL 4x4 SD Regular Cab 8 ft. box 137 in. WB SRW	1FTWF31568EB34790	6,834	115,035	\$5,000														
1		2004	Jeep	Grand Cherokee	Laredo 4dr 4x4	1J4GW48S14C153186	2,918	61,037	\$2,000														
7781		2010	Ford	Fusion	SE 4dr Front-Wheel Drive Sedan	3FAHP0HG1AR277781	5,225	77,510	\$2,500														
59		2017	Ford	F-550 Chassis	XL 4x4 SD Regular Cab 145 in. WB DRW	1FDUF5HYSHED71513	5,920	45,385	\$20,000														
50		2017	Ford	F-250	XL 4x4 SD Regular Cab 8 ft. box 142 in. WB SRW	1FTBF2B61HED71512	4,284	32,847	\$18,500														
49		2019	Ford	F-150	XL 4x4 SuperCab Styleside 6.5 ft. box 145 in. WB	1FTFX1E56KKD37571	14,677	83,169	\$17,000														
29		2021	Ford	Police Interceptor Utility	Base All-Wheel Drive	1FM5K8AB1MGB35303	17,764	65,134	\$17,000														
26		2021	Ford	Police Interceptor Utility	Base All-Wheel Drive	1FM5K8AB3MGB35304	17,764	65,134	\$17,000														
27		2022	Ford	Police Interceptor Utility	Base All-Wheel Drive	1FM5K8AB4NGB75151	17,741	45,832	\$21,000														
7626		2021	Ford	F-150	XL 4x4 SuperCab Styleside 6.5 ft. box 145 in. WB	1FTFX1EB7MFB38106	4,827	17,699	\$26,500														
7340		2024	Ford	F-350 Chassis	XL 4x4 SD Crew Cab 179 in. WB DRW	1FDRW3HNXRE037340	10,000	10,000	\$46,200														
9926		2024	Ford	F-350 Chassis	XL 4x4 SD Regular Cab 145 in. WB DRW	1FDRF3HN3RDA19926	10,000	10,000	\$41,000														
65		2022	Ford	F-550 Chassis	XL 4x4 SD Regular Cab 145 in. WB DRW	1FDUF5HT7NDA23668	2,458	6,350	\$45,000														
19		2023	Ford	Police Interceptor Utility	Base All-Wheel Drive	1FM5K8AB1PGA62681	12,731	20,158	\$23,500														
20		2024	Ford	Police Interceptor Utility	Base All-Wheel Drive	1FM5K8AB6RGA27539	500	500	\$36,000														
7816		2024	Ford	Police Interceptor Utility	Base All-Wheel Drive	1FM5K8AB6RGA27816	15,000	15,000	\$36,000														
32		2023	Ford	Police Interceptor Utility	Base All-Wheel Drive	1FM5K8AB6RGA53780	9,645	15,271	\$24,000														
31		2023	Ford	Police Interceptor Utility	Base All-Wheel Drive	1FM5K8AB6RGA62704	15,963	25,117	\$23,500														
7034		2024	Ford	Police Interceptor Utility	Base All-Wheel Drive	1FM5K8AB6RGA27034	15,000	15,000	\$36,000														
7932		2023	Ford	F-250	XL 4x4 SD Regular Cab 8 ft. box 142 in. WB SRW	1FTBF2BA3PEC2R256	1,026	1,625	\$38,000														
2		2023	Ford	F-250	XL 4x4 SD Regular Cab 8 ft. box 142 in. WB SRW	1FTBF2BA3PEC71718	3,519	5,571	\$38,000														
7937		2023	Ford	F-150	XL 4x4 SuperCab 6.5 ft. box 145 in. WB	1FTFX1EB0PKE50571	2,017	3,193	\$30,000														
7900		2022	Ford	F-150	XL 4x4 SuperCab 6.5 ft. box 145 in. WB	1FTFX1EB5NKF07490	3,480	8,989	\$28,000														
P4		2023	Ford	F-150	XL 4x4 SuperCab 6.5 ft. box 145 in. WB	1FTFX1EB9PKE50679	2,822	4,468	\$30,000														
P1		2024	Ford	F-150	XL 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB	1FTFW1L87RKE16578	201	201	\$41,500														
72		2023	Ford	F-150	XL 4x4 Regular Cab 6.5 ft. box 122 in. WB	1FTMF1EP3PKF73100	2,752	4,358	\$29,500														
74		2023	Ford	F-150	XL 4x4 Regular Cab 6.5 ft. box 122 in. WB	1FTMF1EP9PKF74087	3,044	4,819	\$29,500														
7951		2023	Chevrolet	Silverado 2500HD	Work Truck 4x4 Double Cab 6.75 ft. box 149.4 in. WB	1G2CYLE71PF239024	656	1,039	\$36,300														
P2		2023	Chevrolet	Silverado 2500HD	Work Truck 4x4 Double Cab 6.75 ft. box 149.4 in. WB	1G2CYLE78PF238543	1,724	2,729	\$36,300														
0987		2023	Chevrolet	Equinox	LS w/1FL All-Wheel Drive	3GNA5XE32PL260987	4,960	7,853	\$20,000														
7972		2023	Ford	Transit Connect	XL Passenger Wagon LWB	NM0G3SE24P156685	18,414	29,156	\$28,000														
60		2019	Ford	F-550 Chassis	XL 4x4 SD Regular Cab 145 in. WB DRW	1FDUF5HT4KDA22134	876	4,963	\$35,000														

Police

#	Year	Make	Model	Trim Level	Year 1 Qty	Term	Annual Mileage	Est. Equity from Sale Proceeds	Monthly Cost (Lease Rate)*	Annual Cost	Annual Cost by Qty	Aftermarket Equipment BILLED
4	2025	Ford	PIU	AWD	4	48	10,000	\$19,000	\$1,054	\$12,648	\$50,592	\$80,000
5	2025	Chevrolet	Equinox	LT AWD	1	60	10,000	\$3,000	\$554	\$6,648	\$6,648	\$4,000
								\$19,000			\$57,240	\$84,000

City of Osage Beach

Agenda Item Summary

Date of Meeting: January 16, 2025
Originator: Tara Berreth, City Clerk
Presenter: Devin Lake, City Administrator

Agenda Item:

Bill 25-04 - An ordinance of the City of Osage Beach, Missouri, authorizing the mayor to execute a contract with Enterprise Fleet Management, INC under the State of Missouri Office of Administration Division of Purchasing Cooperative Contract Procurement #CC23290501. *First Reading*

Requested Action:

First Reading of Bill #25-04

Ordinance Referenced for Action:

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

Deadline for Action:

Not Applicable

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

City Attorney Comments:

Per City Code 110.230, Bill 25-04 is in correct form.

City Administrator Comments:

The Board indicated they would like to see this information brought back on a smaller scale. In an effort to do that, we have had Enterprise evaluate a few vehicles in the Police Department and Public Works. This ordinance is ready if the Board would like to move forward with using this as a pilot test program.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ENTERPRISE FLEET MANAGEMENT, INC UNDER THE STATE OF MISSOURI OFFICE OF ADMINISTRATION DIVISION OF PURCHASING COOPERATIVE CONTRACT PROCUREMENT #CC232905001.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract agreement with Enterprise Fleet Management LLC under State of Missouri, Office of Administration Division of Purchasing Cooperative Contract, under substantially the same or similar terms and conditions as set forth in "Exhibit A".

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.04 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.04.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
COOPERATIVE CONTRACT PROCUREMENT

CONTRACT NO.: CC232905001
REQ NO.: N/A

BUYER: Jennie Rees
PHONE NO.: (573) 751-6442

TITLE: Fleet Management Services

TO: Enterprise Fleet Management, Inc.
2281 Ball Dr
St. Louis, MO 63146

RETURN DOCUMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	Jennie.Rees@oa.mo.gov
FAX TO:	(573) 526-9816

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Various Locations throughout the State of Missouri

The Contractor hereby agrees to provide the services and/or supplies described in the attached Sourcewell Contract #030122-EFM for the State of Missouri subject to the conditions stated on page 2. The Contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Contractor and the State of Missouri. The Contractor must be registered in MissouriBUYS. If not registered in MissouriBUYS, the Contractor must register in MissouriBUYS immediately upon request by the state.

SIGNATURE REQUIRED

VENDOR NAME Enterprise Fleet Management, Inc.		MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)	
MAILING ADDRESS 2281 Ball Drive, 4th Floor			
CITY, STATE, ZIP CODE Maryland Heights, MO 63146			
CONTACT PERSON Tom DiFranco		EMAIL ADDRESS Thomas.M.DiFranco@efleets.com	
PHONE NUMBER 314-889-8599		FAX NUMBER	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ☒ Corporation ☐ Individual ☐ State/Local Government ☐ Partnership ☐ Sole Proprietor ☐ IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 8/24/2023	
PRINTED NAME Tom DiFranco		TITLE Finance Manager	

CONTRACT TITLE: Fleet Management Services

CONTRACT PERIOD: Date of Award through April 18, 2026

Contract CC232905001 is awarded by the State of Missouri consisting of the following:

- ❖ Master Equity Lease Agreement and Addendum thereto entered into by the State of Missouri on October 25, 2018
- ❖ The attached Contract 030122-EFM, signed by Sourcewell on May 4, 2022;
- ❖ The attached Contract 030122 EFM Pricing;
- ❖ The attached RFP 030122 issued by Sourcewell on January 11, 2022 consisting of 18 pages; and
- ❖ The attached State of Missouri Terms and Conditions.

In the event of a conflict in the above listed documents, the Master Equity Lease Agreement and Addendum thereto shall control.

Scope:

The contractor shall perform the services and provide the supplies specified by the State of Missouri, for various state agencies, at the prices specified in the attached documentation. All references to Sourcewell, in the attached documentation shall be deemed to refer to the State of Missouri with the exception of information specific to Sourcewell such as background information, statistical/factual information, etc.

The contractor shall submit invoices for services and supplies provided for the State of Missouri to the ship to address shown on the purchase order.

The contractor shall understand and agree the following provisions are hereby added to the contract as follows:

Cooperative Procurement Program:

The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide Fleet Management Services, as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/mostatutes/stathtml/06700003601.html>). The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due to the contractor by such governmental entities.

Business Compliance:

The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

The vendor should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

Contractor's Personnel:

The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately and suspend or debar the contractor from doing business with the state.

The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- (1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- (2) Provide to the Division of Purchasing the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- (3) Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

Affidavit of Work Authorization and Documentation:

Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" (<https://revisor.mo.gov/main/OneSection.aspx?section=285.525>) the vendor must affirm the vendor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of **Exhibit A**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of **Exhibit A** must be submitted prior to an award of a contract.

Anti-Discrimination Against Israel Act Contractor Requirements:

If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

If the contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the contractor shall submit to the Division of Purchasing a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

If during the life of the contract, the contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the contractor shall comply with, complete, and submit to the Division of Purchasing a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

Anti-Discrimination Against Israel Act Certification Exhibit Instructions:

Regardless of company status or number of employees, vendor is requested to complete and submit the applicable portion of **Exhibit B** Anti-Discrimination Against Israel Act Certification with their response. Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a "company" ([Missouri Revisor of Statutes - Revised Statutes of Missouri, RSMo Section 34.600](#)) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

Federal Funds Requirement:

The contractor shall understand and agree that the contract may involve the use of federal funds. Upon award of the contract, the state agency will provide the contractor the federal fund information. In the event the federal fund information changes, the contractor will be notified in writing by the state agency.

Federal Debarment and Suspension (Executive Orders 12549 and 12689) – The contractor certifies by signing the front page of this document that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law.

Applicable Laws and Regulations and Public Policy Requirements – In performing its responsibilities under the contract, the contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter 1, Chapter, II, Part 200, et al.), as applicable, including any subsequent amendments.

The contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor/subrecipient/recipient (state agency advise of the correct term) through the contract. The contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.

Stevens Amendment – The contractor shall not issue any statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funds without the prior approval of the state agency, and the contractor shall clearly state the following:

The percentage of the total costs of the program or project that will be financed with federal money;

The dollar amount of federal funds for the project or program; and

The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

Publicity – Any publicity releases and publications mentioning contract activities shall reference the contract number and the state agency. The contractor shall obtain approval from the state agency prior to the release of such publicity release or publications.

Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements (specific to all state agencies except the Department of Natural Resources) – The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements" and any implementing regulations, as applicable.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401) (specific to the Department of Natural Resources) – If the contractor produces subject matter, which is or may be patentable in the course of work sponsored by this agreement, the contractor shall promptly and fully disclose such subject matter in writing to the state agency. In the event that the contractor fails or declines to file Letters of Patent or to recognize patentable subject matter, the state agency reserves the right to file the same. The state agency grants to the contractor the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the state agency. Payment of royalties by contractor to the state agency will be addressed in a separate royalty agreement.

Federal Debarment:

The contractor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The contractor should provide its Unique Identity ID number on **Exhibit C – Miscellaneous Information**.

Miscellaneous Information:

The contractor should complete **Exhibit C**, Miscellaneous Information.

Missouri Statewide Contract Quarterly Administrative Fee:

The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

Payments shall be made using one of the following acceptable payment methods:

- **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
- **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

Missouri Statewide Contract Quarterly Administrative Fee Report:

The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies universities, and governmental entities in other states that were made pursuant to the contract.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as **Attachment #1**. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- **Mail:** Division of Purchasing,
P.O. Box 809,
Jefferson City MO 65102-0809
- OR
- Division of Purchasing,
301 West High Street,
Room 630,
Jefferson City, MO 65101-1517
- **Fax:** (573) 526-9815
- **Email:** ereports@oa.mo.gov

The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor and upon mutual agreement of the contractor. The contractor shall also agree the Division of Purchasing may amend the contract, with thirty (30) calendar days' notice and approval by the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

Missouri Statewide Contract Quarterly Usage Report:

The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing (Purchasing) which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.

Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in **Attachment #2** which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

EXHIBIT A
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <http://www.uscis.gov/e-verify>.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (CC231732001) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the _____ (State of Missouri) with all documentation required in Box B of this exhibit.

 Authorized Representative's Name (Please Print)

 Authorized Representative's Signature

 Company Name (if applicable)

 Date

EXHIBIT A, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that Enterprise Fleet Management, Inc. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT A, continued**AFFIDAVIT OF WORK AUTHORIZATION:**

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT A, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that Enterprise Fleet Management, Inc. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** to Which Previous E-Verify Documentation Submitted:
Enterprise Fleet Management, Inc.

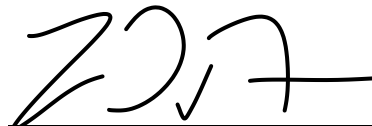
Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:
CC192595001

(if known)

Tom DiFranco

Authorized Business Entity Representative's
 Name (Please Print)



Authorized Business Entity
 Representative's Signature

thomas.m.difranco@efleets.com

E-Verify MOU Company ID Number

Enterprise Fleet Management, Inc.

E-Mail Address

8/24/2023

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT B
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification: The vendor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

- BOX A:** To be completed by any vendor that does not meet the definition of “company” above, hereinafter referred to as “Non-Company.”
- BOX B:** To be completed by a vendor that meets the definition of “Company” but has less than ten employees.
- BOX C:** To be completed by a vendor that meets the definition of “Company” and has ten or more employees.

EXHIBIT B, CONTINUED**BOX A – NON-COMPANY ENTITY**

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that Enterprise Fleet Management, Inc. (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Tom DiFranco

Authorized Representative's Name (Please Print)

20.7

Authorized Representative's Signature

Enterprise Fleet Management, Inc.

8/24/2023

Company Name

Date

EXHIBIT C
MISCELLANEOUS INFORMATION

Services Outside United States: Pursuant to Executive Order 04-09, subparagraph 4, (http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04_009.pdf) no state agency shall award a contract to a vendor who contemplates performing work (or having a subcontractor perform work) pursuant to the contract at a site outside of the United States, unless one of the exceptions identified below are met.

Therefore, the vendor **MUST** disclose whether services proposed would be performed at a location outside of the United States and provide details in the space below or on an attached page.

Are any of the services being proposed by the vendor (or a proposed subcontractor) being performed at sites outside the United States? If the answer is "yes", then provide the information below. If the answer is "no", then you may stop here.	Yes ☐	No ☒
Identify the name of the vendor and/or proposed subcontractor(s) that would be performing services at a site outside the United States. DESCRIBE (WHO):		
Describe the services proposed to be performed at sites outside the United States. DESCRIBE (WHAT):		
Identify where the services would be performed at sites outside the United States. DESCRIBE (WHERE):		
Identify when (specific timeframe) in the life of the contract the services would be performed at sites outside the United States. DESCRIBE (WHEN):		
Identify why the services need to be performed at sites outside the United States. DESCRIBE (WHY):		
Identify whether the proposed services meet at least one of the conditions described in section 4, subparagraphs a, b, c, and d of Executive Order 04-09 and how the exception(s) is met. If the answer is "yes" and exemption applies, then provide the information below. If the answer to this question is "no", then you may stop here.	Yes ☐	No ☒
Mark the appropriate exemption below, and provide the requested details: (a) ☐ Unique good or service that is deemed mandatory pursuant to the RFP requirements and has no comparable domestically-provided good or service that can adequately duplicate the unique features provided by the vendor or its subcontractor. • EXPLAIN (HOW): _____ (b) ☐ Foreign firm hired to market Missouri services/products to a foreign country. • EXPLAIN (HOW) by identifying foreign country: _____ (c) ☐ A significant or substantial economic cost factor exists that outweighs the economic impact of providing the function or professional services within the United States, and such failure in using the vendor or subcontractor's services would result in economic hardship to the state. • EXPLAIN (HOW): _____ (d) ☐ Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. • Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: (HOW) ____%		

EXHIBIT C, CONTINUED

Registration of Business Name (if applicable) with the Missouri Secretary of State: The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

00403578	Enterprise Fleet Management, Inc.
<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

Federal Unique Entity ID: The Unique Entity ID is the official identifier for doing business with the US Government. Vendors should register at <https://sam.gov> to be assigned an Unique Entity ID. In the table below, identify the Unique Identity ID number and, if applicable, the Parent Organization's Unique Identity ID Number. The Parent Organization's Unique Identity ID number is typically used by large organizations with multiple facilities in several locations. The parent organization's number is the number assigned to the headquarters for the operation.

Enterprise Fleet Management, Inc.	MVD7JMKUWZG1
Vendor Name	Vendor's Unique Identity ID Number
Parent Organization's Name	Parent Organizations Unique Identity ID Number

Proposed Subcontractors - The vendor should identify any subcontractor(s) proposed to provide any of the services required herein.

Proposed Subcontractor Name and Address	Service Proposed to be Provided by the Proposed Subcontractor
N/A	

EXHIBIT C, CONTINUED
MISSOURI ECONOMIC IMPACT

The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under the agreement between the State of Missouri and the vendor is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employees statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

917 employees reporting into work in the state of Missouri, at least 51 facilities in the state that range from 1500 square feet stand alone rental car branches to large Airport and Vehicle Maintenance facilities. The majority of these are in the greater St Louis Area

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by the Missourians and/or Missouri products under Missouri Contract Number (CC232905001).

Funding of leased vehicles, along with Fleet Management services to maintain and manage the fleet.

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

EFM meets all obligations and is in good standing in the State of Missouri

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:

N/A

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:

N/A

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Website <http://oa.mo.gov/purchasing/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information> you will use in the provision of products and services under the contract:

N/A

STATE OF MISSOURI
DIVISION OF PURCHASING
TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

Contractor warrants that upon delivery the equipment rented hereunder will be in good working condition to contractor's knowledge. If the equipment is not in good working condition upon delivery, Contractor shall promptly repair or replace the equipment. EXCEPT AS SET FORTH HEREIN CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE RENTAL OF EQUIPMENT.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract. This section shall only apply to the extent Contractor is the designer or manufacturer of goods provided hereunder.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

Revised 08/17/15

Please complete all applicable items.

Company Name _____ Credit Applicant _____ Year Business Started _____
 Street Address _____ City _____ State _____ Zip _____
 E-mail _____ Phone # _____ Fax # _____
 Government Entity Type: ☐ State ☐ County ☐ City ☐ Other: _____
 Type of Business _____ Duns Number _____
 Parent Company or Affiliates(Name & Address): _____

PRIMARY CONTACT INFORMATION

Name _____ E-mail _____ Phone # _____
 Fleet Manager Address _____

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? ☐ Yes ☐ No
 Accountant Name _____ Email Address _____ Phone # _____

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) ☐ Audited ☐ Opined ☐ Internal
 Published Annual Reports ☐ Yes ☐ No
 Income Tax Returns (3 years) ☐ Yes ☐ No
 Other Items Included: _____
 Federal ID Number: _____
 Fiscal Year End (Month): _____

CURRENT VEHICLE SUPPLIER

Principle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
Current Vehicle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
☐ Purchasing ☐ Leasing ☐ Finance				

INSURANCE

Company _____ Agent _____ Policy # _____ Exp. Date _____
 Street Address _____ City _____ State _____ Zip _____
 Phone # _____ Fax # _____

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name _____ FEIN _____
Street Address _____ City _____ State _____ Zip _____
Contact Name _____ Phone # _____ Fax # _____
Email Address _____

BANK INFORMATION

Bank Name _____ Checking Account Only _____
Street Address _____ City _____ State _____ Zip _____
Bank Contact Name _____ Phone # _____ Fax # _____
ABA / Routing Number: _____ Account Number: _____

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (<http://efmfleetaccess.efleets.com>) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for _____ (Entity legal name) hereafter known as “The Entity”, (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as “Enterprise” (“Lessor”) and the Master Lease Agreement between Enterprise and the Entity) the (“Lessee”), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

_____	_____
Print Name	Title
_____	_____
Print Name	Title
_____	_____
Print Name	Title
_____	_____
Print Name	Title
_____	_____
Print Name	Title
_____	_____
Print Name	Title

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

_____	_____
Print Name	Title
_____	_____
Signature	Company Name

Date	

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, “EFM”), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any

expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible

Initials: EFM_____ Customer_____

- (ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____	LESSOR: Enterprise FM Trust
Signature: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
By: _____	Signature: _____
Title: _____	By: _____
Address: _____	Title: _____
_____	Address: _____
_____	_____
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____

FULL MAINTENANCE AGREEMENT

This Full Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of (1) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as required by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clutch adjustment or replacement. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$125.00, which may change from time to time based on market conditions, Lessee or service provider must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$125.00, which may change from time to time based on market conditions, for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle beyond the contract mileage not to exceed 120,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or accessing the EFM Card. The EFM Card is non-transferable.

Initials: EFM _____ Lessee _____

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Lessee shall promptly notify EFM of any change in the Lessee's address.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

LESSEE: _____	EFM: Enterprise Fleet Management, Inc.
Signature: _____	Signature: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____
Initials: EFM _____ Lessee _____	

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

1. ENTERPRISE CARDS: EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the vehicle maintenance program (the "Program") for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding \$125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.

4. RENTAL VEHICLES: The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

5. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving thirty (30) days written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

7. NOTICES: Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

8. FEES: EFM will charge the Company for the service under this Agreement \$_____ per month per Card.

9. MISCELLANEOUS: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

COMPANY: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM_____ Company_____

City of Osage Beach
Agenda Item Summary

Date of Meeting: January 16, 2025
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Resolution 2025-01 - A resolution of the City of Osage Beach, Missouri, in support of Legislation allowing Municipalities to establish Lakefront Entertainment Districts

Requested Action:

Resolution #2025-01

Ordinance Referenced for Action:

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Department Comments and Recommendation:

This is a resolution in support of legislation allowing cities in the Lake area to create entertainment districts for liquor licensing similar to the one at Power & Light in Kansas City. The effect of the legislation, if passed, would be to give our City the ability (but not the obligation) to create districts within the City where open containers can be carried out of one licensed establishment, through common areas, and into another so long as the container does not leave the district. This was first proposed by Lake Ozark for an area around the Strip, but last year staff realized that it would also help achieve the visions that have been proposed for the Lakeport Oasis and Outlet Mall properties. The bill we are supporting gives the City full control to approve or disapprove districts and set rules for the ones we approve by ordinance - it is a local-control bill. Chief (open-container enforcement) and the City Clerk (licensing) both have been involved in this discussion and support this as well. Staff recommends approval.

City Attorney Comments:

Per City Code 110.230, Resolution 2025-01 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

RESOLUTION 2025-01

RESOLUTION IN SUPPORT OF LEGISLATION ALLOWING MUNICIPALITIES TO ESTABLISH
LAKEFRONT ENTERTAINMENT DISTRICTS.

WHEREAS the City of Osage Beach is experiencing unprecedented growth within its limits; and

WHEREAS multiple new developments are of a walkable, mixed-use nature with multiple establishments licensed to sell intoxicating beverages; and

WHEREAS such areas will benefit from allowing patrons to exit and enter the establishments with alcoholic beverages in the same manner as guests at Kansas City Power & Light, Ballpark Village, the Lodge at Four Seasons, and Margaritaville Lake Resort; and

WHEREAS current state law only permits such an environment if the area is (a) owned and operated by a single license-holder, or (b) the Kansas City Power & Light District; and

WHEREAS a bill has been introduced in the Missouri General Assembly allowing such entertainment districts, subject to ordinances which the City may adopt to regulate the conduct thereof.

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

1. The City of Osage Beach hereby adopts this Resolution as its official expression of support for current House Bill 482 and/or legislation which will have a similar effect;
2. The City encourages its representatives and those from around the state to adopt such legislation this legislative session.

I hereby certify that the above Resolution 2025-01 was duly passed on January 16, 2025, by the Board of Aldermen of the city of Osage Beach. The votes thereon were as follows.

Ayes:

Nays:

Abstain:

Absent:

Date

Michael Harmison, Mayor

Approved to form:

Cole Bradbury, City Attorney
Attest

Tara Berreth, City Clerk

SENATE BILL NO. 482

103RD GENERAL ASSEMBLY

INTRODUCED BY SENATOR BERNSKOETTER.

0619S.01I

KRISTINA MARTIN, Secretary

AN ACT

To repeal section 67.2500, RSMo, and to enact in lieu thereof two new sections relating to entertainment districts.

Be it enacted by the General Assembly of the State of Missouri, as follows:

Section A. Section 67.2500, RSMo, is repealed and two new
2 sections enacted in lieu thereof, to be known as sections
3 67.2500 and 311.084, to read as follows:

67.2500. 1. A theater, cultural arts, and
2 entertainment district may be established in the manner
3 provided in section 67.2505 by the governing body of any
4 county, city, town, or village that has adopted transect-
5 based zoning under chapter 89, any county described in this
6 subsection, or any city, town, or village that is within
7 such counties:

8 (1) Any county with a charter form of government and
9 with more than two hundred fifty thousand but less than
10 three hundred fifty thousand inhabitants;

11 (2) Any county of the first classification with more
12 than ninety-three thousand eight hundred but fewer than
13 ninety-three thousand nine hundred inhabitants;

14 (3) Any county of the first classification with more
15 than one hundred eighty-four thousand but fewer than one
16 hundred eighty-eight thousand inhabitants;

17 (4) Any county with a charter form of government and
18 with more than six hundred thousand but fewer than seven
19 hundred thousand inhabitants;

(5) Any county of the first classification with more than one hundred thirty-five thousand four hundred but fewer than one hundred thirty-five thousand five hundred inhabitants;

(6) Any county of the first classification with more than one hundred four thousand six hundred but fewer than one hundred four thousand seven hundred inhabitants;

(7) Any county of the first classification with more than eighty-three thousand but fewer than ninety-two thousand inhabitants and with a home rule city with more than seventy-six thousand but fewer than ninety-one thousand inhabitants as the county seat; **or**

(8) Any county that borders on or that contains part of a lake with at least one thousand miles of shoreline.

2. Sections 67.2500 to 67.2530 shall be known as the "Theater, Cultural Arts, and Entertainment District Act".

3. As used in sections 67.2500 to 67.2530, the following terms mean:

(1) "District", a theater, cultural arts, and entertainment district organized under this section;

(2) "Qualified electors", "qualified voters", or "voters", registered voters residing within the district or subdistrict, or proposed district or subdistrict, who have registered to vote pursuant to chapter 115 or, if there are no persons eligible to be registered voters residing in the district or subdistrict, proposed district or subdistrict, property owners, including corporations and other entities, that are owners of real property;

(3) "Registered voters", persons qualified and registered to vote pursuant to chapter 115; and

50 (4) "Subdistrict", a subdivision of a district, but
51 not a separate political subdivision, created for the
52 purposes specified in subsection 5 of section 67.2505.

 311.084. 1. As used in this section, the following
2 terms mean:

3 (1) "Common area", any area designated as a common
4 area in a development plan for an entertainment district
5 approved by the governing body of the county, city, town, or
6 village; any area of a public right-of-way that is adjacent
7 to or within the entertainment district; and any other area
8 identified in the development plan;

9 (2) "Entertainment district", any area located in any
10 county that borders on or that contains part of a lake with
11 not less than one thousand miles of shoreline that:

12 (a) Is located in any city with more than one thousand
13 nine hundred but fewer than two thousand one hundred fifty
14 inhabitants and partially located in a county with more than
15 twenty-two thousand but fewer than twenty-five thousand
16 inhabitants and with a county seat with more than one
17 hundred but fewer than five hundred inhabitants; and

18 (b) Contains a combination of entertainment venues,
19 bars, nightclubs, and restaurants;

20 (3) "Portable bar", any bar, table, kiosk, cart, or
21 stand that is not a permanent fixture and can be moved from
22 place to place.

23 2. Notwithstanding any other provisions of this
24 chapter to the contrary, any person who possesses the
25 qualifications required by this chapter, and who meets the
26 requirements of and complies with the provisions of this
27 chapter, may apply for, and the supervisor of alcohol and
28 tobacco control may issue, an entertainment district special
29 license to sell intoxicating liquor by the drink for retail

30 for consumption dispensed from one or more portable bars
31 within the common areas of the entertainment district until
32 3:00 a.m. on Mondays through Saturdays and from 6:00 a.m. on
33 Sundays and until 1:30 a.m. on Mondays.

34 3. An applicant granted an entertainment district
35 special license under this section shall pay a license fee
36 of three hundred dollars per year.

37 4. Notwithstanding any other provision of this chapter
38 to the contrary, on such days and at such times during the
39 hours a license is allowed under this chapter to sell
40 alcoholic beverages, persons may be allowed to leave
41 licensed establishments located in portions of the
42 entertainment district with an alcoholic beverage and enter
43 upon and consume the alcoholic beverage within other
44 licensed establishments and common areas located in portions
45 of the entertainment district. No person shall take any
46 alcoholic beverage or alcoholic beverages outside the
47 boundaries of the entertainment district. At times when a
48 person is allowed to consume alcoholic beverages dispensed
49 from portable bars and in common areas of all or any portion
50 of the entertainment district, the entertainment district
51 shall ensure that minors can be easily distinguished from
52 persons of legal age buying alcoholic beverages.

53 5. Every licensee within the entertainment district
54 shall serve alcoholic beverages in containers that display
55 and contain the licensee's trade name or logo or some other
56 mark that is unique to that license and licensee.

57 6. The holder of an entertainment district special
58 license is solely responsible for alcohol violations
59 occurring at its portable bar and in any common area.

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City of Osage Beach

Agenda Item Summary

Date of Meeting: January 16, 2025
Originator: Zak Wilber, Public Works Operations Manager
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:

Motion to approve the purchase of a new Chevy Silverado 1500 from Don Brown Chevrolet for a price not to exceed \$50,430.00.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 30-00-774265 Vehicles

FY2025 Budgeted Amount:	\$120,387
FY2025 Expenditures to Date (01/02/25):	(\$0)
FY2025 Available:	\$120,387

FY2025 Requested Amount:	\$50,430
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Department Comments and Recommendation:

The City is purchasing this new truck from Don Brown Chevrolet under the state contract number CC240138005. We have purchased vehicles in the past from this dealership and feel very comfortable with this vendor. The vehicle will be used as the new water foreman truck. The current foreman truck will be converted into a service truck to accommodate the growing department. This purchase is within budget, will come out of line item 30-00-774265 Vehicles, and will cost the city \$50,430.00. I recommend approval.

City Attorney Comments:

City Administrator Comments:

I concur with the department's recommendation.



DON BROWN CHEVROLET

2244 S. KINGSHIGHWAY BLVD

ST. LOUIS, MO 63110

314-772-1400

Representative: Jeremy Kennedy

Client: City of Osage Beach

Attn: Zak Wilber

Address: 5757 Chapel Dr.

Osage Beach, MO 65065

Phone: 573-302-2020 xt. 2000

Email: zwilber@osagebeach.org

Date:

1/2/2025

Customer's PO:

QUOTE

All quotes are good for 14 days.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	Contract # CC240138005		
1	2025 Chevy Silverado 1500 Crew 4WD LT - White in Color	\$ 50,430.00	\$ 50,430.00
			\$ 50,430.00
Grand Total			\$ 50,430.00

All quotes are good for 14 days. Cost of goods can change from one month to the next. After 14 days prices are subject to change.

Initial

Signature and Date

--

Client Signature

Date

--

Representatives Signature

Date

By signing this agreement, I authorize Don Brown Chevrolet to order equipment and charge for the agreed quotation or invoice amount.

City of Osage Beach

Agenda Item Summary

Date of Meeting: January 16, 2025
Originator: Todd Davis, Police Chief
Presenter: Todd Davis, Police Chief

Agenda Item:

Motion to Approve the purchase of Ambulance Equipment, Training Mannikins, and Instructor Training from Life-Assist off of Buy Board Contract # 704-23 in an amount not to exceed \$40,000.00

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - Items must be ordered and received by received by March 31, 2025.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 40-00-729200 Training and Conferences

FY2025 Budgeted Amount: \$37,726.00

FY2025 Expenditures to Date (01/03/2025): (\$ 0.00)

FY2025 Available: \$37,726.00

FY2025 Requested Amount: \$26,567.50

Budget Line Item/Title: 40-00-774254 Ambulance Equipment

FY2025 Budgeted Amount: \$28,154.00

FY2025 Expenditures to Date (01/03/2025): (\$ 0.00)

FY2025 Available: \$28,154.00

FY2025 Requested Amount: \$18,001.27

Department Comments and Recommendation:

This is a request to purchase Ambulance Equipment, Training Mannikins and Instructor Training. These items will be purchased from Life Assist off of a Buy Board cooperative

bid. We will be reimbursed for 90% of \$44,568.77 which is \$40,112.00 from the State of Missouri ARPA Grants to Ambulance Service Grant that we have been awarded.

I do recommend approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

Customer No: 65095CTY
Quote Date: 10/11/2024
Expiration Date: 11/10/2024

FOB Destination -
We Pay FREIGHT!

Ship To: City Of Osage Beach
Osage Beach, MO 65065

Contact: Tommi Rudat
Phone: 314-560-8588

Fax:
eMail: trudat@osagebeach.org

Pay Terms: Net 30
FOB: Destination

Prepared By: Eric Granados, Pricing Specialist

Quantity	Item Number	Description	Unit Price	Extension
1	1 ea	TR250000	2,527.50	2,527.50
2	1 ea	TR250	811.00	811.00

Your Regional Account Manager:
Zachary Doyle
zachary.doyle@life-assist.com
573-777-0689

Sub Total: 3,338.50
Freight: 0.00
Est. Sales Tax: 0.00
Total: 3,338.50

Sales tax is estimated, it is calculated by the exact shipping address and the date the order is processed

Thank you for the opportunity to quote the above item(s).

(800) 824-6016

customer@life-assist.com

www.life-assist.com

Customer No: 65065CTY
Quote Date: 8/15/2024
Expiration Date: 12/23/2024

FOB Destination -
We Pay FREIGHT!

Ship To: Osage Beach Ambulance
Osage Beach, MO 65065

Contact: Allie Johnson

Phone:

Fax:

eMail: ajohnson@osagebeach.org

Pay Terms: Net 30

FOB: Destination

Prepared By: Eric Granados, Pricing Specialist

	Quantity	Item Number	Description	Unit Price	Extension
1	1 ea	FS27603-BLU	PAX Emergency Backpack P5/11 2.0 - Large, Blue	570.00	570.00
2	1 ea	FS27704	PAX See-Through Module P5/11 2.0 - L	48.15	48.15
3	1 ea	FS27706	PAX See-Through Module P5/11 2.0 MBc	33.46	33.46
4	1 ea	FS27856	PAX See-Through Module P5/11 2.0 S High	43.80	43.80
5	1 ea	FS27707	PAX See-Through Module P5/11 2.0 - S	28.60	28.60
7	1 ea	FS50308-YEL	PAX Handle P5/11 -Yellow	5.80	5.80
8	1 ea	FS50301-RED	PAX Handle P5/11 -Red	5.80	5.80
9	1 ea	FS50216-PUR	PAX Handle P5/11 - Purple	5.80	5.80
10	1 ea	FS50309-ORG	PAX Handle P5/11 -Orange	5.80	5.80
11	1 ea	FS50211-GRN	PAX Handle P5/11 -Green	5.80	5.80
12	1 ea	FS50307-BLU	PAX Handle P5/11 - Blue	5.80	5.80
13	1 ea	FS50303-BLK	PAX Handle P5/11 -Black	5.80	5.80
14	1 ea	FS35001-BLU	StatPacks G3 CLINICIAN EMS Pack, Blue	225.00	225.00
15	1 ea	FS35001-RED	StatPacks G3+ CLINICIAN EMS Pack, Red	225.00	225.00
16	1 ea	FS31000-GRN	StatPacks G3+ Airway CELL	110.00	110.00



	Quantity	Item Number	Description	Unit Price	Extension
17	1 ea	FS31003-RED	StatPacks G3+ Medicine CELL	125.00	125.00
18	1 ea	SPAC_G33004GN	StatPacks G3 Oxygen Module, Green	60.50	60.50
19	1 ea	FS31001-BLU	StatPacks G3+ Intravenous CELL	96.30	96.30
20	1 ea	FS31002-BLK	StatPacks G3+ Universal CELL, Black	87.60	87.60
21	1 ea	SPAC_G35011TK	StatPacks G3+ Medslinger, Black	108.00	108.00
22	1 ea	SPAC_G35011RE	StatPacks G3+ Medslinger, Red	108.00	108.00
23	1 ea	SPAC_G35011BU	StatPacks G3+ Medslinger, Blue	108.00	108.00

Your Regional Account Manager: Note: Revised 10/10/24

Zachary Doyle

zachary.doyle@life-assist.com

573-777-0689

Sub Total: 2,060.81

Freight: 0.00

Est. Sales Tax: 0.00

Total: 2,060.81

Sales tax is estimated, it is calculated by the exact shipping address and the date the order is processed

Thank you for the opportunity to quote the above item(s).



Customer No: 65065CTY
Quote Date: 9/26/2024
Expiration Date: 10/26/2024

FOB Destination -
We Pay FREIGHT!

Ship To: City Of Osage Beach
Osage Beach, MO 65065

Contact: Tommi Rudat
Phone: 314-560-8588
Fax:
eMail: trudat@osagebeach.org

Pay Terms: Net 30
FOB: Destination

Prepared By: Eric Granados, Pricing Specialist

	Quantity	Item Number	Description	Unit Price	Extension
1	1 ea	TR8002	SMART STAT (Basic) w/ iPad	17,250.00	17,250.00
2	1 ea	SIMU_101-8002W	Extended Warranty for Smart Stat Basic (2 years)	3,999.00	3,999.00
3	1 ea	SIMU_101-409	Optional IO Leg Smart Stat	450.00	450.00
4	2 ea	US6884	Lumify S4-1 (Critical Care) Broadband Sector Array	6,000.00	12,000.00
5	2 ea	LY6300	McGrath MAC Video Laryngoscope	1,450.65	2,901.30
			On backorder from the manufacturer with no estimated recovery date.		
6	2 ea	LY6300CASE	McGrath Mac Carrying Case	65.00	130.00
7	2 ea	LY6300BATTERY	McGrath VLS Battery, 250-Minute, 3.6V	40.25	80.50
8	5 ea	LY6301	McGrath VLS Blade, MAC Size 1	11.00	55.00
9	5 ea	LY6302	McGrath VLS Blade, MAC Size 2	11.00	55.00
10	5 ea	LY6303	McGrath VLS Blade, MAC Size 3	11.00	55.00
11	5 ea	LY6304	McGrath VLS Blade, MAC Size 4	11.00	55.00
12	5 ea	LY6303X	McGrath VLS Blade, MAC X Size 3	25.61	128.05
13	2 ea	SW4775	SchureSlide Ambulance Patient Transfer System	76.00	152.00



Your Regional Account Manager:
Zachary Doyle
zachary.doyle@life-assist.com
573-777-0689

Note: Revised 9/26/24

Sub Total:	37,310.85
Freight:	0.00
Est. Sales Tax:	0.00
Total:	37,310.85

Sales tax is estimated, it is calculated by the exact shipping address and the date the order is processed

Thank you for the opportunity to quote the above item(s).

(800) 824-6016

customer@life-assist.com

www.life-assist.com





April 17, 2023

Sent Via Email: quotes@life-assist.com

Carrie Woodworth
Life-Assist, Inc.
11277 Sunrise Park Drive
Rancho Cordova, CA 95742

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 704-23, First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2023, through May 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 704-23 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

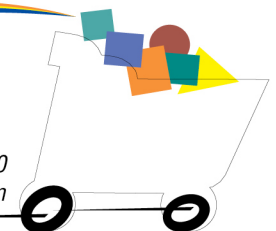
On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at 800-695-2919.

Sincerely,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

P.O. Box 400, Austin, Texas 78767-0400
800.695.2919 • buyboard.com



April 21, 2024

Sent via email to: quotes@life-assist.com

Carrie Woodworth
Life-Assist, Inc.
11277 Sunrise Park Drive
Rancho Cordova CA 95742

Re: First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment
BuyBoard Contract 704-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment, Contract 704-23 effective 6/1/2023 through May 31, 2024, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through May 31, 2025.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020

City of Osage Beach
Agenda Item Summary

Date of Meeting: January 16, 2025

Originator:

Presenter:

Agenda Item:

Presentation - Joint Sewer Board Presentation - Alderman Kevin Rucker

Requested Action:

Ordinance Referenced for Action:

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

City Attorney Comments:

City Administrator Comments:

		Annual Inflation Rate=	3.00%												
Life Exp. / Years	Project Name	Initial Cost	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	FY36
				103%	106%	109%	112%	115%	118%	121%	124%	127%	130%	133%	136%
UV System															
3	UV Wiper Cylinders -1	\$ 3,000.00			\$ 3,180			\$ 3,450			\$ 3,720			\$ 3,990	
3	UV Wiper Cylinders -2	\$ 3,000.00				\$ 3,270			\$ 3,540			\$ 3,810			\$ 4,080
3	UV Wiper Cylinders -3	\$ 3,000.00					\$ 3,360			\$ 3,630			\$ 3,900		
3	UV Wiper Cylinders -4	\$ 3,000.00						\$ 3,450			\$ 3,720			\$ 3,990	
3	UV Wiper Cylinders -5	\$ 3,000.00							\$ 3,540			\$ 3,810			\$ 4,080
3	UV Wiper Cylinders -6	\$ 3,000.00								\$ 3,630			\$ 3,900		
2	UV Air Dryer System	\$ 2,000.00				\$ 2,180			\$ 2,360			\$ 2,540			\$ 2,720
3	Wiper sleeves (144)	\$ 3,500.00			\$ 3,710			\$ 4,025			\$ 4,340			\$ 4,655	
1.25	Bulbs (72)	\$ 10,000.00	\$ 5,150	\$ 5,300	\$ 5,450	\$ 5,600	\$ 5,750	\$ 5,900	\$ 6,050	\$ 6,200	\$ 6,350	\$ 6,500	\$ 6,650	\$ 6,800	
1.25	Quartz Sleeves (72)	\$ 15,000.00	\$ 7,725	\$ 7,950	\$ 8,175	\$ 8,400	\$ 8,625	\$ 8,850	\$ 9,075	\$ 9,300	\$ 9,525	\$ 9,750	\$ 9,975	\$ 10,200	
30	Main Control Center w/battery back up	\$ 275,000.00			\$ 291,500										
30	Outdoor electrical/air junction box at UV modules	\$ 75,000.00				\$ 81,750									
20	UV Modules -1	\$ 29,000.00			\$ 30,740										
20	UV Modules -2	\$ 29,000.00				\$ 31,610									
20	UV Modules -3	\$ 29,000.00					\$ 32,480								
20	UV Modules -4	\$ 29,000.00						\$ 33,350							
20	UV Modules -5	\$ 29,000.00							\$ 34,220						
20	UV Modules -6	\$ 29,000.00								\$ 35,090					
RAS Pumps & Motors															
15	RAS Pump/Motor #1	\$ 59,083.00				\$ 64,400									
15	RAS Pump/Motor #2	\$ 59,083.00	\$ 59,083												
15	RAS Pump/Motor #3	\$ 59,083.00	\$ 59,083												
15	RAS Pump/Motor #4	\$ 59,083.00	\$ 59,083												
15	RAS Pump/Motor #5	\$ 59,083.00				\$ 64,400									
RAS BUILDING PIPE GALLERY & VALVES															
30	8" Manual Globe Valves	\$ 3,500.00			\$ 3,710										
5	RAS Pipe Gallery Valve Painting	\$ 30,000.00					\$ 33,600				\$ 38,100				
30	Checkvalve #1	\$ 3,750.00				\$ 4,088									
30	Checkvalve #2	\$ 3,750.00	\$ 3,750												
30	Checkvalve #3	\$ 3,750.00	\$ 3,750												
30	Checkvalve #4	\$ 3,750.00	\$ 3,750												
30	Checkvalve #5	\$ 3,750.00				\$ 4,088									
15	RAS Buildng Electrical Panel	\$ 50,000.00													
15	RAS Pump Control Panels	\$ 25,000.00	\$ 25,750												
30	8" RAS Auma Electric Regulating Valve	\$ 10,000.00		\$ 10,600											
30	8" RAS Auma Electric Regulating Valve	\$ 10,000.00		\$ 10,600											
Clarifiers															
5	Sandblasting & Painting of all metal parts inside Clarifiers #1	\$ 75,000.00	\$ 77,250						\$ 88,500					\$ 99,750	
5	Sandblasting & Painting of all metal parts inside Clarifiers #2	\$ 75,000.00		\$ 79,500						\$ 90,750					\$ 102,000
5	Sandblasting & Painting of all metal parts inside Clarifiers #3	\$ 75,000.00					\$ 84,000				\$ 95,250				
20	Main Gear Drive #1	\$ 75,000.00	\$ 77,250												
20	Main Gear Drive #2	\$ 75,000.00													
20	Main Gear Drive #3	\$ 75,000.00		\$ 79,500											
20	Gear Drive Motor #1	\$ 2,500.00	\$ 2,575												
20	Gear Drive Motor #2	\$ 2,500.00	\$ 2,575												
20	Gear Drive Motor #3	\$ 2,500.00	\$ 2,575												
30	Ducking skimmer #1	\$ 15,000.00													
30	Ducking skimmer #2	\$ 15,000.00	\$ 15,450												
30	Clarifier #3 skimmer arm mechanisms	\$ 7,500.00	\$ 7,725												
30	Ducking skimmer arm 1 bushings, piping and replacement parts	\$ 7,500.00	\$ 7,725												
30	Ducking skimmer arm 2 bushing, piping and replacement parts	\$ 7,500.00	\$ 7,725												
30	Rotating framework for upper & lower rake assembly w/brass squeegees -1	\$ 50,000.00	\$ 51,500												
30	Rotating framework for upper & lower rake assembly w/brass squeegees - 2	\$ 50,000.00	\$ 51,500												
30	Rotating framework for upper & lower rake assembly w/brass squeegees - 3	\$ 50,000.00	\$ 51,500												
5	Replace outer gasket on rotating ducking skimmer trough on Clarifiers 1	\$ 2,500.00					\$ 2,800				\$ 3,175				
5	Replace outer gasket on rotating ducking skimmer trough on Clarifiers 2	\$ 2,500.00					\$ 2,800				\$ 3,175				
Sludge Basins															
20	Aerator Motor	\$ 8,000.00	\$ 8,240												
20	Aerator Blower	\$ 15,000.00	\$ 15,450												
20	EDI Large Bubble Diffusers	\$ 35,000.00			\$ 37,100										
Pista Grit System															

[illegible]

FY37	FY38	FY39	FY40	FY41	FY42	FY43	FY44	FY45	FY46	FY47	FY48														
139%	142%	145%	148%	151%	154%	157%	160%	163%	166%	169%	172%														
	\$	4,260		\$	4,530		\$	4,800		\$	5,070	\$	33,000												
			\$	4,350		\$	4,620		\$	4,890		\$	5,160	\$	33,720										
\$	4,170			\$	4,440		\$	4,710		\$	4,980			\$	29,190										
	\$	4,260		\$	4,530		\$	4,800		\$	5,070			\$	29,820										
			\$	4,350		\$	4,620		\$	4,890		\$	5,160	\$	30,450										
\$	4,170			\$	4,440		\$	4,710		\$	4,980			\$	25,830										
			\$	2,900		\$	3,080		\$	3,260		\$	3,440	\$	22,480										
	\$	4,970		\$	5,285		\$	5,600		\$	5,915			\$	38,500										
\$	6,950	\$	7,100	\$	7,250	\$	7,400	\$	7,550	\$	7,700	\$	7,850	\$	8,000	\$	8,150	\$	8,300	\$	8,450	\$	8,600	\$	165,000
\$	10,425	\$	10,650	\$	10,875	\$	11,100	\$	11,325	\$	11,550	\$	11,775	\$	12,000	\$	12,225	\$	12,450	\$	12,675	\$	12,900	\$	247,500
												\$	291,500												
												\$	81,750												
												\$	78,880												
												\$	80,620												
												\$	82,360												
												\$	33,350												
												\$	34,220												
												\$	35,090												
												\$	155,388												
												\$	144,753												
												\$	144,753												
												\$	144,753												
												\$	155,388												
	\$	42,600				\$	47,100				\$	51,600	\$	3,710											
						\$	5,775						\$	213,000											
			\$	5,438									\$	9,863											
			\$	5,438									\$	9,188											
			\$	5,438									\$	9,188											
						\$	5,775						\$	9,863											
												\$	86,000	\$	86,000										
			\$	37,000										\$	62,750										
														\$	10,600										
														\$	10,600										
			\$	111,000				\$	122,250				\$	498,750											
					\$	113,250				\$	124,500			\$	510,000										
	\$	106,500					\$	117,750				\$	129,000	\$	532,500										
									\$	122,250				\$	199,500										
						\$	115,500							\$	115,500										
										\$	124,500			\$	204,000										
									\$	4,075				\$	6,650										
									\$	4,075				\$	6,650										
									\$	4,075				\$	6,650										
														\$	-										
														\$	15,450										
														\$	7,725										
														\$	7,725										
														\$	7,725										
														\$	51,500										
														\$	51,500										
														\$	51,500										
	\$	3,550				\$	3,925					\$	4,300	\$	17,750										
	\$	3,550				\$	3,925					\$	4,300	\$	17,750										
												\$	13,040	\$	21,280										
												\$	24,450	\$	39,900										
												\$	58,100	\$	95,200										

City of Osage Beach
Agenda Item Summary

Date of Meeting: January 16, 2025
Originator: Tara Berreth, City Clerk
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:
Discussion - Ordinance 98.41 - Section 705.090(C) - PRV's (pressure reducing valves)

Requested Action:
Discussion

Ordinance Referenced for Action:

Deadline for Action:
Not Applicable

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
Alderman Ross asked to have this added as a discussion item.

City Attorney Comments:
Not Applicable

City Administrator Comments:
There has been a question come up in regards to our standard operating procedure on PRVs (pressure reducing valves). First, I will provide a little history:

Early in 2024, staff discussions were had in regards to the attached Section 705.090(C), Ordinance 98.41 passed in 1998, which states that it is the customers responsibility to regulate the water pressure to their individual premises. Historically, this ordinance had not been followed. It was determined that implementation and the following procedures would take effect on 5/1/2024 to ensure that the ordinance was being followed. The local plumbing companies were notified of the change, however, it is my understanding that no public notification was given.

1. Customer calls and indicates that their PRV has failed.
 - a. The PRVs that have been maintained by the City in the past are located in the City's water meter pit.
2. We inform the customer that the City will come place a loaner PRV for 60 days allowing the customer time to install their own PRV. We also let the customer know that, if they desire to regulate the pressure, the new PRV will need to be installed outside of the City's meter pit.
 - a. The City cannot allow private infrastructure (PRVs, signs, irrigation, backflow preventors, etc.) to be placed on City property. This protects both the customer and the City from any possible damage claims.
3. The week prior, the customer is reminded of the future removal date by phone call and email, if available. Customer contact information is received from Utility Billing.
4. The loaner PRV is removed either when the customer installs their own device or after the 60-day grace period has expired.

Since May 1, 2024 there have been 17 failed PRVs that have followed this procedure.

As always, to provide good customer service, we are willing to work with individuals who communicate that they need some additional time. For example, we had a customer that the PRV failed on July 22nd and he later indicated he would like to wait until October when his business closed for the season. We were willing to work with him within that reasonable timeline. We have also had 2 variance requests in regards to leaving the PRV in the City's meter pit which were denied due to the liability issues mentioned above as well as to alleviate any inconvenience to the customer if/when repairs to the PRV would need to be made. Per Section 210.1030(A)(3), permission would need to be requested and granted before entry could be made to the meter pit to perform any repairs or maintenance which could cause delay in an emergency situation.

Not every water customer has a PRV but, for those who do, the monetary implications are minimal, typically under \$100 if the customer installs it themselves where the water enters the building. Of course, if a plumber is hired and/or an exterior pit is desired, this cost will increase. If the Board would desire and since no public notification was given back in May, I am willing work with Jayme and Kegan to put out a press release as well as include a notification on the upcoming utility bills to make sure everyone is aware of our SOP.

- Employee 360 Feedback Process - (*HR Director M. Mousseau*)
 - **This is currently in process and will continue indefinitely.**
- Comparison of Permit Fees/Invoices/Inspections between Cochran Engineering vs. City of Osage Beach – (*City Engineer A. Bowman*)
 - Inspection fees incurred by Cochran have been calculated and presented to the Board. Various permit fees (building, site development, administrative reimbursement, etc.) are collected, however, there is no direct revenue source that strictly reimburses the City for engineering inspection. Bringing inspection in-house as much as possible will help reduce the City's cost. It is at the Board's discretion to determine what percentage of this work is provided as a service to the community vs. recouping the cost incurred. - **Completed**
- Streetlight Design Guideline Revisions - (*City Engineer A. Bowman*)
 - FY25 Budget includes installing solar lights at College and Bradford to see if these can be used when proper electrical infrastructure is not available. Once they are installed and we can measure their success, we may include them in our Design Guidelines as an acceptable alternative to a traditional streetlight. The SS4A grant may present other safety concerns where these solar lights could be utilized as well. – **November 2025 estimated completion**
- Sidewalk Master Plan – (*City Engineer A. Bowman*)
 - This was completed by Cochran in April 2021. The SS4A project will identify pedestrian safety concerns and recommend projects to alleviate those concerns. – **May 2026 estimated completion**
- Incentive Guideline Revisions – (*City Attorney C. Bradbury*) – **April 2025 estimated completion**
- Tan Tar A Estates
 - Utilities Current Contract Explanation / Rate / Funding Review (*City Attorney C. Bradbury*)
 - Currently in litigation. – **Unknown completion date**
 - Master Plan re: Infrastructure (*City Engineer A. Bowman*)
 - Pending action of litigation results. 2 remaining projects not completed to date. – **Unknown completion date**
- Swiss Village Treatment Plan
 - Evaluation Study - (Public Works Department) – **Presentation to be given to Board on 2/2/25**