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

February 20, 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 February 6, 2025

Pg 7 ► Bills List - February 20, 2025

FINANCIAL UPDATE

UNFINISHED BUSINESS

A. Pg 30 Bill 25-05 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to approve a contract with Four Seasons Plumbing, LLC for the Margaritaville Sewer Relocation Project for an amount not to exceed $67,659.00. *Second Reading*

B. Pg 55 Bill 25-07 - An ordinance of the City of Osage Beach, Missouri, to amend the Missouri Highway and Transportation Commission State Block Grant Agreement for rehabilitate runway 4/22 and lighting to issuing the City amount no to exceed $3,990,569.00. *Second Reading*

NEW BUSINESS

A. Pg 63 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*

B. Pg 96 Resolution 2025-03 - A resolution of the City of Osage Beach, Missouri, stating facts and reasons for the necessity to amend an increase in budget expenditures for the fiscal year 2025 for the purchase and installation of replacement HVAC components.

C. Pg 99 Bill 25-06 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 23.90 Adopting the 2024 Annual Budget, Transfer of Funds for Necessary Expenditures, for the replacement of HVAC System Maintenance for Components. *First Reading*

D. Pg 104 Resolution 2025-04 - A resolution of the City of Osage Beach, Missouri, stating facts and reasons for the necessity to amend an increase in budget expenditures for the fiscal year 2025 to purchase an upgraded midsize dump truck.

E. Pg 107 Bill 25-08 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 24.93 Adopting the 2025 Annual Operating Budget, transfer of funds for necessary expenses for the purchase of an upgraded midsize dump truck. *First Reading*

F. Pg 117 Bill 25-09 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a quit claim deed to WB Ozarks LLC. *First Reading*

G. Pg 122 Bill 25-10 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to sign Change Order #2 (final) for the Osage Beach Parkway Extension Project. *First Reading*

H. Bill 25-11 - An ordinance of the City of Osage Beach, Missouri, authorizing the mayor to sign a contract with Schulte Supply for the Neptune fixed based AMI platform for an amount not to exceed $116,936.48. *First Reading.* Pg 131

I. Bill 25-12 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a driveway and fence easement with Julia C Jansma and Jay Jansma Trustees of the Julia C Jansma Revocable Trust Dated July 25, 2012. *First Reading* Pg 135

J. Bill 25-13 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with the State of Missouri, for an office for the Veterans Commission. *First and Second Reading* Pg 142

K. Bill 25-14 - An ordinance of the City of Osage Beach, Missouri, to execute a Road Relinquishment Agreement for the West Osage Beach Parkway with the Missouri Highways and Transportation Commission. *First Reading* Pg 151

L. Bill 25-15 - An ordinance of the City of Osage Beach, Missouri, authorizing the mayor to execute a maintenance agreement with Missouri Highways and Transportation Commission for a portion of the Kay Largo Connector. *First Reading* Pg 159

M. Motion to approve the purchase of a single axle cab and chassis from Premier Truck Group, along with a salt spreader, plow, and various accessories from Henderson for an amount not to exceed $220,082. Pg 168

N. Motion to approve the purchase of traffic signal equipment from Cubic for an amount not to exceed $40,180.00. Pg 177

O. Motion to approve the purchase of a Titan Olympian Pro chassis mounted leaf vacuum truck from Key Equipment for a price not to exceed $307,065.75. Pg 181

STAFF COMMUNICATIONS

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
February 6, 2025

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, February 6, 2025, at 5:30 PM. The following were present in person: Mayor Michael Harmison, Alderman Justin Hoffman, Alderman Celeste Barela, Alderman Phyllis Marose, Alderman Bob O'Steen, Alderman Kevin Rucker, City Clerk Tara Berreth was present and performed the duties for the City Clerk's office. Absent Alderman Richard Ross.

Appointed and Management staff present City Administrator Devin Lake, Assistant City Administrator April White, City Attorney Cole Bradbury, Police Chief Todd Davis, Public Works Operations Manager Zak Wilbur, City Planner Cary Patterson, City Engineer Drew Bowman, City Treasurer Karri Bell, Public Information Officer (PIO) Jayme Rutledge, HR Director Maddie Mousseau, Building Official Ron White, Parks and Rec Manager Eric Gregory and Airport Manager Ty Dinsdale.

CITIZEN'S COMMUNICATIONS

Dave Rogall – Gave a brief presentation about the largest paddle fish that was caught heat at Lake of the Ozarks. Then asked the Board to consider making a statue of the Largest Paddle Fish to promote tourism.

APPROVAL OF CONSENT AGENDA

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

UNFINISHED BUSINESS

Discussion - Pressure Relief Valve (PRV) Follow Up

This is a follow up to our previous conversation on pressure-reducing valves. Staff is proposing an extended courtesy period which should last at least two years, during which loaner PRVs will be provided until we run out. This serves several goals:

1. It ensures no utility customer loses a PRV suddenly and has ample time (up to 6 months) to find a solution that works best for their hookup.
2. It adds no additional cost to customers.
3. It allows the City to evaluate whether a PRV is even needed at a site so we are not wasting PRVs on sites that do not need one.
4. It ultimately gets the City out of the PRV business in the long term.

NEW BUSINESS

Public Hearing-Special Use Permit Case 416 Richard R. Ellerman Requesting a SUP to allow residential development in a commercial district

Alderman Hoffman made the motion to close the Public Hearing. This motion was seconded by Alderman Marose. Motion passes unanimously with voice vote. Absent Alderman Richard Ross

Special Use Permit Case 416 Richard R. Ellerman Requesting a SUP to allow residential development in a commercial district

Alderman Rucker made the motion to approve the Special Use Permit Case #416. This motion was seconded by Alderman Hoffman. Motion passes unanimously with voice vote. Absent Alderman Richard Ross

Bill 25-05 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to approve a contract with Four Seasons Plumbing, LLC for the Margaritaville Sewer Relocation Project for an amount not to exceed $67,659.00. *First Reading*

Alderman Marose made a motion to approve the first reading of Bill 25-05. This motion was seconded by Alderman Rucker. Motion passes unanimously with voice vote. Absent Alderman Richard Ross.

Bill 25-07 - An ordinance of the City of Osage Beach, Missouri, to amend the Missouri Highway and Transportation Commission State Block Grant Agreement for rehabilitate runway 4/22 and lighting to issuing the City amount no to exceed $3,990,569.00. *First Reading*

Alderman Marose made a motion to approve the first reading of Bill 25-07. This motion was seconded by Alderman Barela. Motion passes unanimously with voice vote. Absent Alderman Richard Ross

Resolution 2025-02 - A resolution of the City of Osage Beach, Missouri, referring the proposed Oasis at Lakeport Tax Increment Financing Amendment Application under the Real Property Tax Increment Allocation Redevelopment Act to the Tax Increment Financing Commission for a Public Hearing.

Alderman Rucker made a motion to table Resolution 2025-02. This motion was seconded by Alderman Barela. Motion passes unanimously with voice vote. Absent Alderman Richard Ross.

Motion to appoint Luke Hagedorn to the Planning Commission

Alderman Marose made a motion to appoint Luke Hagedorn to the Planning Commission with a term to expire June 1, 2026. This motion was seconded by Alderman Hoffman. Motion passes unanimously with voice vote. Absent Alderman Richard Ross.

Motion to modify Thursday, June 19, 2025 and July 3, 2025 Regular Board Meetings

Alderman Marose made a motion to modify Thursday, June 19, 2025 and July 3, 2025 Regular Board Meetings with new meeting dates of Tuesday June 17th and Wednesday July 2nd. This motion was seconded by Alderman Rucker. Motion passes unanimously with voice vote. Absent Alderman Richard Ross.

Motion to approve the purchase of roadway marking paint from PPG for an amount not to exceed $28,270.00.

Alderman Marose made a motion to approve the purchase of roadway marking paint from PPG for an amount not to exceed $28,270.00. This motion was seconded by Alderman Rucker. Motion passes unanimously with voice vote. Absent Alderman Richard Ross.

Discussion - Swiss Village Treatment Plan
SEH performed a pilot study of the Osage Beach West PWS in October of 2023 in order to identify an effective means for manganese and iron removal in the source water. Through a process of oxidation and filtration, iron and manganese levels can be reduced to an acceptable level and eliminate any discoloration in the water.

STAFF COMMUNICATIONS
Assistant City Administrator White- The City was awarded a 25 year Financial Awards.

Building Official White – The City's boiler heating system went out, so an emergency purchase was required which required the Mayors approval. A budget amendment will be coming to the Board for approval at the next meeting.

Public Works Operations Manager Wilbur - Rockway panel, is ready for installation next week.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman Marose – Entrance at Three Season and KK?

City Engineer Bowman – There may be a way to change the traffic pattern. May be do some paint marking to increase safety without dirt removal.

Alderman Barela – Concession stand status at the parks?

Parks and Rec Manager Gregory - Working on Contracts and will be bringing to the BOA at the next meeting.

Alderman Rucker -   Would like staff to get information on HB658.

Mayor Harmison -Welcome sign is coming along and the stones are on back order but will be installed shortly.

No Execution Session was called to order.

EXECUTIVE SESSION

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

Alderman Rucker made a motion to adjourn at 7:00pm. This motion was seconded by Alderman Hoffman. Motion passes unanimously with voice vote. Absent Alderman Richard Ross.

ADJOURN

The meeting adjourned at 7:00 pm. I, Tara Berreth City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, on February 6, 2025, and approved February 20, 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
February 20, 2025

Bills Paid Prior to Board Meeting	**$**	**268,361.83**
Payroll Paid Prior to Board Meeting	**$**	**181,053.80**
SRF Transfer Prior to Board Meeting		
TIF Transfers		
Bills Pending Board Approval	**$**	**1,190,047.39**
Total Expenses	**$**	**1,639,463.02**

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PAYROLL DEDUCTIONS	3,282.00
			ADJUST PAYROLL DEDUCTIONS	264.00
			ADJUST PAYROLL DEDUCTIONS	34.00
			Dental Insurance Premium	18.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premiums	748.00
			Dental Insurance Premiums	748.00
			Dental Insurance Premium	153.00
			Dental Insurance Premium	153.00
			Health Insurance Contribut	118.80
			Health Insurance Contribut	1,163.25
			Health Insurance Contribut	1,163.25
			Health Insurance Contribut	1,009.80
			Health Insurance Contribut	1,009.80
			Vision Insurance Contribut	88.00
			Vision Insurance Contribut	88.00
			Vision Insurance Contribut	34.00
			Vision Insurance Contribut	34.00
			Vision Insurance Contribut	72.00
			Vision Insurance Contribut	72.00
		MO DEPT OF REVENUE	State Withholding	4,788.00
		INTERNAL REVENUE SERVICE	Fed WH	13,164.04
			FICA	9,805.82
			Medicare	2,293.30
		LEGALSHIELD	ADJUST PAYROLL DEDUCTIONS	0.07-
			Pre-Paid Legal Premiums	81.73
			Pre-Paid Legal Premiums	81.73
		MISSIONSQUARE RETIREMENT	Loan Repayment	98.17
			Loan Repayment	153.05
			Loan Repayment	112.29
			Loan Repayment	109.86
			Loan Repayment	52.29
			Retirment 457 &	4,911.60
			Retirement 457	2,484.60
			Loan Repayments	21.66
			Loan Repayments	233.48
			Loan Repayments	85.61
			Loan Repayments	119.32
			Loan Repayments	113.99
			Loan Repayments	701.20
			Loan Repayments	189.44
			Loan Repayments	202.12
			Loan Repayments	92.43
			Retirement Roth IRA	250.00
		AMERICAN FIDELITY ASSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	63.52
			American Fidelity	1,720.97
			American Fidelity	1,720.97
			American Fidelity	752.95
			American Fidelity	752.95
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	42.00
			Flexible Spending Accts -	42.00
		TEXAS LIFE INSURANCE CO	ADJUST PAYROLL DEDUCTIONS	0.05-
			Texas Life After Tax	140.62
			Texas Life After Tax	140.62
		PRINCIPAL LIFE INSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	88.88
			Group Life Ins and Buy Up	18.31

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	18.31
		OPTUM BANK INC	HSA Contribution	350.83
			HSA Family/Dep. Contributi	2,474.96
			TOTAL:	58,770.40
Mayor & Board	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	18.00
			Dental Insurance Premiums	44.00
			Health Insurance Contribut	1,247.20
		AT&T MOBILITY-CELLS	MAYOR CELL PHONE	47.66
			TOTAL:	1,356.86
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
		INTERNAL REVENUE SERVICE	FICA	697.16
			Medicare	163.04
		MISSIONSQUARE RETIREMENT	Retirement 401%	338.01
			Retirement 401	788.69
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	139.98
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.14
			Group Dependent Life Ins	2.14
			Group Life Ins and Buy Up	16.57
			Group Life Ins and Buy Up	16.57
			Short Term Disability Ins	14.80
			Short Term Disability Ins	14.80
			TOTAL:	2,215.90
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Health Insurance Contribut	1,247.20
			Health Insurance Contribut	1,247.20
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
		MISSOURI CITY CLERKS & FINANCE OFFICER	2025 CMCCFOA MEMB - T.BERR	50.00
		INTERNAL REVENUE SERVICE	FICA	258.88
			Medicare	60.54
		MISSIONSQUARE RETIREMENT	Retirement 401%	130.82
			Retirement 401	305.24
		AT&T MOBILITY-CELLS	CITY CLERK CELL PHONES	47.66
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.14
			Group Dependent Life Ins	2.14
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	8.81
			Group Life Ins and Buy Up	8.81
			Short Term Disability Ins	14.80
			Short Term Disability Ins	14.80
		OPTUM BANK INC	HSA Family/Dep. Contributi	150.00
			TOTAL:	3,663.56
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,247.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	1,247.20
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00
		INTERNAL REVENUE SERVICE	FICA	649.66
			Medicare	151.94
		MISSIONSQUARE RETIREMENT	Retirement 401%	268.31
			Retirement 401	761.03
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.28
			Group Dependent Life Ins	4.28
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	29.85
			Group Life Ins and Buy Up	29.85
			Short Term Disability Ins	29.60
			Short Term Disability Ins	29.60
		OPTUM BANK INC	HSA Family/Dep. Contributi	300.00
			TOTAL:	7,880.12
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	100.25
			Medicare	23.44
		MACA TREASURER	C.C.A CERTIFICATION- WALLA	65.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	50.41
			Retirement 401	117.62
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	6.05
			Group Life Ins and Buy Up	6.05
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,715.96
City Attorney	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
		INTERNAL REVENUE SERVICE	FICA	389.23
			Medicare	91.03
		MISSIONSQUARE RETIREMENT	Retirement 401%	191.33
			Retirement 401	446.43
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	19.73
			Group Life Ins and Buy Up	19.73
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	2,746.32
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	66.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premiums	66.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	528.64
			Medicare	123.64
		MISSIONSQUARE RETIREMENT	Retirement 401%	266.11
			Retirement 401	620.90
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	313.94
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	29.08
			Group Life Ins and Buy Up	29.08
			Short Term Disability Ins	22.20
			Short Term Disability Ins	22.20
		OPTUM BANK INC	HSA Family/Dep. Contributi	225.00
			TOTAL:	6,502.21
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 12/12-1/15/25	77.14
		INTERNAL REVENUE SERVICE	FICA	68.59
			Medicare	16.04
		SUMMIT NATURAL GAS OF MISSOURI INC	SERVICE 12/16-1/16/25	1,284.46
			TOTAL:	1,446.23
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	36.00
			Dental Insurance Premium	36.00
			Health Insurance Contribut	1,148.00
			Health Insurance Contribut	1,148.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
		INTERNAL REVENUE SERVICE	FICA	485.84
			Medicare	113.63
		MISSIONSQUARE RETIREMENT	Retirement 401%	236.80
			Retirement 401	552.54
		CULLIGAN LAKE OF THE OZARKS	SOLAR SALT	26.50
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	136.56
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	16.31
			Group Life Ins and Buy Up	16.31
			Short Term Disability Ins	29.60
			Short Term Disability Ins	29.60
		OPTUM BANK INC	HSA Contribution	150.00
			TOTAL:	4,200.87
Human Resources	General Fund	CITY OF OSAGE BEACH	CITY OF OSAGE BEACH	254.95
		MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Dental Insurance Premium	9.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	263.23
			Medicare	61.56
		MISSIONSQUARE RETIREMENT	Retirement 401%	130.73
			Retirement 401	305.04
		AT&T MOBILITY-CELLS	HR DEPT CELL PHONES	34.83
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	10.52
			Short Term Disability Ins	14.80
			Short Term Disability Ins	14.80
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
			TOTAL:	3,108.68
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	396.00
			Dental Insurance Premiums	396.00
			Dental Insurance Premium	63.00
			Dental Insurance Premium	63.00
			Health Insurance Contribut	2,583.00
			Health Insurance Contribut	2,583.00
			Health Insurance Contribut	5,811.60
			Health Insurance Contribut	5,811.60
			Health Insurance Contribut	4,365.20
			Health Insurance Contribut	4,365.20
			Vision Insurance Contribut	55.00
			Vision Insurance Contribut	55.00
			Vision Insurance Contribut	14.00
			Vision Insurance Contribut	14.00
			Vision Insurance Contribut	32.00
			Vision Insurance Contribut	32.00
		INTERNAL REVENUE SERVICE	FICA	4,160.41
			Medicare	972.99
		MISSIONSQUARE RETIREMENT	Retirement 401%	1,885.36
			Retirement 401	4,841.71
		AT&T MOBILITY-CELLS	POLICE DEPT CELL PHONES	799.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	20.33
			Group Dependent Life Ins	20.33
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	206.90
			Group Life Ins and Buy Up	206.90
			Short Term Disability Ins	207.20
			Short Term Disability Ins	207.20
		OPTUM BANK INC	HSA Contribution	262.50
			HSA Family/Dep. Contributi	1,125.00
		MARCO	COPIER LEASE 12/26-1/25/25	206.54
			TOTAL:	41,783.51

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premium	36.00
			Dental Insurance Premium	36.00
			Health Insurance Contribut	1,148.00
			Health Insurance Contribut	1,148.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	1,115.46
			Medicare	260.88
		MISSIONSQUARE RETIREMENT	Retirement 401%	385.57
			Retirement 401	1,167.12
		MO STATE HWY PATROL INFO & COMM TECH D	MULES CHARGES JAN-MARCH 20	255.00
		AT&T MOBILITY-CELLS	911 CENTER CELL PHONES	47.66
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	29.86
			Group Life Ins and Buy Up	29.86
			Short Term Disability Ins	59.20
			Short Term Disability Ins	59.20
		CAPITAL ONE, N.A.	DISINFECTANT, TISSUES, LYS	148.94
		OPTUM BANK INC	HSA Contribution	150.00
			HSA Family/Dep. Contributi	75.00
			TOTAL:	9,012.83
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	220.37
			Medicare	51.54
		MISSIONSQUARE RETIREMENT	Retirement 401%	110.13
			Retirement 401	256.97
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	12.36
			Group Life Ins and Buy Up	12.36
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	2,054.87
Engineering	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
		INTERNAL REVENUE SERVICE	FICA	481.17
			Medicare	112.54
		MISSIONSQUARE RETIREMENT	Retirement 401%	235.98
			Retirement 401	550.61
		AT&T MOBILITY-CELLS	ENGINEER DEPT CELL PHONE	136.98
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	4.88
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	20.77
			Group Life Ins and Buy Up	20.77
			Short Term Disability Ins	21.67
			Short Term Disability Ins	22.20
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
			TOTAL:	3,809.37
Information Technology	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
		INTERNAL REVENUE SERVICE	FICA	386.93
			Medicare	90.49
		MISSIONSQUARE RETIREMENT	Retirement 401%	111.32
			Retirement 401	444.51
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	139.57
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	18.41
			Group Life Ins and Buy Up	18.41
			Short Term Disability Ins	14.80
			Short Term Disability Ins	14.80
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
		AIRESPRING INC	INTERNET	3,886.60
			VOIP PHONE	789.22
		MARCO	COPIER LEASE 12/26-1/25/25	270.98
		BCN TELECOM INC TBS	FEB 2025 ELEVATOR PHONE	152.96
			TOTAL:	7,718.34
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	95.48
			Dental Insurance Premiums	95.48
			Dental Insurance Premium	11.97
			Dental Insurance Premium	11.97
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	139.00
			Health Insurance Contribut	139.00
			Vision Insurance Contribut	11.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.66
			Vision Insurance Contribut	4.66
			Vision Insurance Contribut	5.36
			Vision Insurance Contribut	5.36
		MO DEPT OF REVENUE	State Withholding	399.90
		INTERNAL REVENUE SERVICE	Fed WH	851.28
			FICA	937.29
			Medicare	219.21
		MISSIONSQUARE RETIREMENT	Retirment 457 &	749.28
			Retirement 457	34.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	49.94
			American Fidelity	49.93
			American Fidelity	11.10
			American Fidelity	11.10
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	17.24
			Texas Life After Tax	17.24
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	25.12
			Group Life Ins and Buy Up	25.12
		OPTUM BANK INC	HSA Contribution	12.37
			HSA Family/Dep. Contributi	47.08
			TOTAL:	4,302.34
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	95.48
			Dental Insurance Premiums	95.48
			Dental Insurance Premium	11.97
			Dental Insurance Premium	11.97
			Health Insurance Contribut	381.71
			Health Insurance Contribut	381.71
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,459.22
			Health Insurance Contribut	1,459.21
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.66
			Vision Insurance Contribut	4.66
			Vision Insurance Contribut	5.36
			Vision Insurance Contribut	5.36
		INTERNAL REVENUE SERVICE	FICA	937.29
			Medicare	219.21
		MISSIONSQUARE RETIREMENT	Retirement 401%	420.82
			Retirement 401	1,088.60
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	591.57
		AMEREN MISSOURI	792 PASSOVER LTS 12/12-1/1	23.35
			1095 MACE RD LTS 12/12-1/1	41.15
			1129 INDUSTRIAL 12/12-1/15	38.78
			1075 NICHOLS LTS 12/15-1/1	66.44
			872 PASSOVER LTS 12/12-1/1	29.06
			MACE RD RNDABT 12/12-1/15/	15.51
			LAZY DAYS LTS 12/29-1/28/2	30.78
		SUMMIT NATURAL GAS OF MISSOURI INC	PW SERVICE 1/3-1/16/25	179.37
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	5.71
			Group Dependent Life Ins	5.71
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	26.96
			Group Life Ins and Buy Up	26.96
			Short Term Disability Ins	49.36
			Short Term Disability Ins	49.36
		CAPITAL ONE, N.A.	PRIMER FOR TRUCK #54	33.92
			WATER AND PROPEL	102.42
		OPTUM BANK INC	HSA Contribution	12.37
			HSA Family/Dep. Contributi	325.50
		MARCO	COPIER LEASE 12/26-1/25/25	68.84
		TEXAS PRIDE TRAILERS LLC	TRAILER TRANSFER DEPOSIT	500.00
			TOTAL:	11,765.19
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	117.26
			Dental Insurance Premiums	117.26
			Dental Insurance Premium	12.06
			Dental Insurance Premium	12.06
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	138.40
			Health Insurance Contribut	138.40
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	2.68
			Vision Insurance Contribut	2.68
			Vision Insurance Contribut	9.32
			Vision Insurance Contribut	9.32
		MO DEPT OF REVENUE	State Withholding	480.55
		INTERNAL REVENUE SERVICE	Fed WH	1,313.49
			FICA	979.04
			Medicare	228.95
		MISSIONSQUARE RETIREMENT	Retirment 457 &	727.30
			Retirement 457	33.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	184.88
			American Fidelity	184.88
			American Fidelity	84.28
			American Fidelity	84.28
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	50.36
			Texas Life After Tax	50.36
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	7.75
			Group Life Ins and Buy Up	7.75
			Group Life Ins and Buy Up	0.77
			Group Life Ins and Buy Up	0.77
		OPTUM BANK INC	HSA Contribution	121.40
			HSA Family/Dep. Contributi	105.62
		ONE TIME VENDOR REVELATION CONSTRUCT	01-7590-00	9.31
		REVELATION CONSTRUCT	01-7595-00	27.40
		CAPE ROYALE @ SKI HA	01-9080-01	250.00
		FARRELL, TRACY L	03-1170-03	115.74
			TOTAL:	5,950.52
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	117.26
			Dental Insurance Premiums	117.26
			Dental Insurance Premium	12.06
			Dental Insurance Premium	12.06
			Health Insurance Contribut	671.58
			Health Insurance Contribut	671.58

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.98
			Health Insurance Contribut	1,452.98
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	2.68
			Vision Insurance Contribut	2.68
			Vision Insurance Contribut	9.32
			Vision Insurance Contribut	9.32
		GOEHRI, GEORGE	FEB 2025 INSURANCE PREMIUM	71.70
		INTERNAL REVENUE SERVICE	FICA	979.04
			Medicare	228.96
		MISSIONSQUARE RETIREMENT	Retirement 401%	442.76
			Retirement 401	1,142.86
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	407.35
		AMEREN MISSOURI	LK RD 54-59 WELL 12/12-1/1	618.11
			COLUMBIA CLG WELL 12/12-1/	2,291.99
			COLUMBIA TWR POLES 12/12-1	289.71
		DEVORE, CALEB	MILEAGE REIMB - 1/25/25	30.80
		SUMMIT NATURAL GAS OF MISSOURI INC	PW SERVICE 1/3-1/16/25	179.37
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.56
			Group Dependent Life Ins	3.56
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	33.72
			Group Life Ins and Buy Up	33.72
			Short Term Disability Ins	41.95
			Short Term Disability Ins	41.95
		MENARDS COMMERCIAL	ELECTRICAL TAPE	25.32
		CAPITAL ONE, N.A.	WATER AND PROPEL	102.43
		OPTUM BANK INC	HSA Contribution	87.75
			HSA Family/Dep. Contributi	324.74
		MARCO	COPIER LEASE 12/26-1/25/25	68.84
		TEXAS PRIDE TRAILERS LLC	TRAILER TRANSFER DEPOSIT	500.00
			TOTAL:	15,431.27
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	95.26
			Dental Insurance Premiums	95.26
			Dental Insurance Premium	38.97
			Dental Insurance Premium	38.97
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	138.40
			Health Insurance Contribut	138.40
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	8.66
			Vision Insurance Contribut	8.66
			Vision Insurance Contribut	5.32
			Vision Insurance Contribut	5.32
		FAMILY SUPPORT PAYMENT CENTER	Case #71638596	221.08
		MO DEPT OF REVENUE	State Withholding	864.55
		INTERNAL REVENUE SERVICE	Fed WH	2,536.73
			FICA	1,851.66
			Medicare	433.05

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MISSIONSQUARE RETIREMENT	Retirment 457 &	790.76
			Retirement 457	83.00
			Retirement Roth IRA	25.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	30.08
			American Fidelity	30.09
			American Fidelity	10.78
			American Fidelity	10.78
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	16.73
			Texas Life After Tax	16.73
		OPTUM BANK INC	HSA Contribution	112.38
			HSA Family/Dep. Contributi	253.13
			TOTAL:	8,191.95
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	95.26
			Dental Insurance Premiums	95.26
			Dental Insurance Premium	38.97
			Dental Insurance Premium	38.97
			Health Insurance Contribut	1,242.71
			Health Insurance Contribut	1,242.71
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,453.00
			Health Insurance Contribut	1,453.01
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	8.66
			Vision Insurance Contribut	8.66
			Vision Insurance Contribut	5.32
			Vision Insurance Contribut	5.32
		INTERNAL REVENUE SERVICE	FICA	1,851.66
			Medicare	433.04
		MISSIONSQUARE RETIREMENT	Retirement 401%	657.73
			Retirement 401	2,128.25
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	869.03
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,740.50
			GRINDER PUMPS & LIFT STATI	2,520.47
			GRINDER PUMPS & LIFT STATI	5,153.98
		SUMMIT NATURAL GAS OF MISSOURI INC	PW SERVICE 1/3-1/16/25	179.37
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	7.85
			Group Dependent Life Ins	7.85
			Group Life Ins and Buy Up	0.38
			Group Life Ins and Buy Up	62.02
			Group Life Ins and Buy Up	62.02
			Short Term Disability Ins	64.62
			Short Term Disability Ins	64.09
		MENARDS COMMERCIAL	BOLTS	21.12
			FINANCE CHARGE	0.32
		CAPITAL ONE, N.A.	WATER AND PROPEL	102.43
		OPTUM BANK INC	HSA Contribution	124.88
			HSA Family/Dep. Contributi	324.76
		MARCO	COPIER LEASE 12/26-1/25/25	68.85
		HARBOR FREIGHT TOOLS USA INC	ROCK BARS	115.96
			WENCH CABLE	41.99
			TOTAL:	26,218.82
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premiums	88.00
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	59.40
			Health Insurance Contribut	59.40
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
		MO DEPT OF REVENUE	State Withholding	445.00
		INTERNAL REVENUE SERVICE	Fed WH	1,261.64
			FICA	1,071.48
			Medicare	250.60
		MISSIONSQUARE RETIREMENT	Loan Repayment	156.06
			Loan Repayment	60.66
			Loan Repayment	88.93
			Loan Repayment	45.57
			Loan Repayment	85.61
			Retirment 457 &	382.73
			Loan Repayments	188.62
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	91.73
			American Fidelity	91.73
			American Fidelity	128.77
			American Fidelity	128.77
		OPTUM BANK INC	HSA Contribution	8.33
			HSA Family/Dep. Contributi	245.82
			TOTAL:	5,419.05
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
		AIRGAS INC	OXYGEN	384.68
		INTERNAL REVENUE SERVICE	FICA	1,071.48
			Medicare	250.60
		MISSIONSQUARE RETIREMENT	Retirement 401%	338.14
			Retirement 401	1,144.68
		AT&T MOBILITY-CELLS	AMB DEPT CELL PHONES	47.66
		AMBULANCE REIMBURSEMENT SYSTEMS INC	JAN AMBULANCE REIMBURSEMEN	2,491.56
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Dependent Life Ins	4.28
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	25.91
			Group Life Ins and Buy Up	25.91
			Short Term Disability Ins	51.80
			Short Term Disability Ins	51.80
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	225.00
			TOTAL:	11,745.84
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	58.93
			Dental Insurance Premiums	57.20
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	77.55
			Health Insurance Contribut	77.55
			Health Insurance Contribut	99.70
			Health Insurance Contribut	95.04
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	6.71
			Vision Insurance Contribut	6.40
		MO DEPT OF REVENUE	State Withholding	234.80
		INTERNAL REVENUE SERVICE	Fed WH	456.58
			FICA	479.78
			Medicare	112.22
		LEGALSHIELD	Pre-Paid Legal Premiums	10.48
			Pre-Paid Legal Premiums	9.27
		MISSIONSQUARE RETIREMENT	Retirment 457 &	26.60
			Retirement 457	90.00
			Loan Repayments	30.39
			Loan Repayments	37.15
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	36.40
			American Fidelity	32.20
			American Fidelity	28.39
			American Fidelity	26.44
		OPTUM BANK INC	HSA Contribution	20.00
			HSA Family/Dep. Contributi	153.33
			TOTAL:	2,318.11
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	58.93
			Dental Insurance Premiums	57.20
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	574.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	1,046.67
			Health Insurance Contribut	997.76
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	4.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	6.71
			Vision Insurance Contribut	6.40
		AMEREN MISSOURI	LCF RUNWAY LTS 12/30-1/29/	55.73
			AP FIREHOUSE 12/30-1/29/25	467.65
		INTERNAL REVENUE SERVICE	FICA	479.78
			Medicare	112.22
		MISSIONSQUARE RETIREMENT	Retirement 401%	86.04
			Retirement 401	528.35
		DISH NETWORK	SVC 1/29-2/28/25	99.11
		AT&T MOBILITY-CELLS	LCF AP CELL PHONES	23.83
		S & W PROPANE INC	435 GAL PROPANE	1,066.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.87
			Group Dependent Life Ins	2.78
			Group Life Ins and Buy Up	21.04
			Group Life Ins and Buy Up	21.04
			Group Life Ins and Buy Up	7.50
			Group Life Ins and Buy Up	6.63
			Short Term Disability Ins	34.62
			Short Term Disability Ins	34.04
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	195.00
			TOTAL:	8,111.30
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	51.07
			Dental Insurance Premiums	52.80
			Health Insurance Contribut	77.55
			Health Insurance Contribut	77.55
			Health Insurance Contribut	19.10
			Health Insurance Contribut	23.76
			Vision Insurance Contribut	5.29
			Vision Insurance Contribut	5.60
		MO DEPT OF REVENUE	State Withholding	68.20
		INTERNAL REVENUE SERVICE	Fed WH	306.16
			FICA	268.90
			Medicare	62.88
		LEGALSHIELD	Pre-Paid Legal Premiums	12.95
			Pre-Paid Legal Premiums	14.16
		MISSIONSQUARE RETIREMENT	Retirment 457 &	14.83
			Retirement 457	60.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	28.06
			American Fidelity	32.26
			American Fidelity	8.01
			American Fidelity	9.96
		OPTUM BANK INC	HSA Family/Dep. Contributi	55.00
			TOTAL:	1,254.09
Grand Glaize Airport	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Health Insurance Contribut	683.00
			Health Insurance Contribut	683.00
			Dental Insurance Premiums	51.07
			Dental Insurance Premiums	52.80
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	200.53
			Health Insurance Contribut	249.44
			Vision Insurance Contribut	5.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	5.60
		AMEREN MISSOURI	GG AP HANGAR 12/30-1/29/25	14.25
		INTERNAL REVENUE SERVICE	FICA	268.90
			Medicare	62.88
		MISSIONSQUARE RETIREMENT	Retirement 401%	54.45
			Retirement 401	315.47
		CHARTER COMMUNICATIONS HOLDING CO LLC	GG CABLE 1/16-2/15/25	120.36
		AT&T MOBILITY-CELLS	GG AP CELL PHONES	23.83
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.48
			Group Dependent Life Ins	2.57
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	9.34
			Group Life Ins and Buy Up	10.21
			Short Term Disability Ins	17.18
			Short Term Disability Ins	17.76
		OPTUM BANK INC	HSA Family/Dep. Contributi	105.00
			TOTAL:	4,418.83
TIF - Arrowhead	TIF - Arrowhead	ARROWHEAD DEVELOPMENT GROUP LLC	DVLPR REMIB CID 12/16-1/26	541.95
			TOTAL:	541.95

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

10	General Fund	157,986.03
20	Transportation	16,067.53
30	Water Fund	21,381.79
35	Sewer Fund	34,410.77
40	Ambulance Fund	17,164.89
45	Lee C. Fine Airport Fund	10,429.41
47	Grand Glaize Airport Fund	5,672.92
62	TIF - Arrowhead	541.95
	GRAND TOTAL:	263,655.29

TOTAL PAGES: 15

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Clerk	General Fund	MISSOURI CITY CLERKS & FINANCE OFFICER	2024 DUES FOR JEN LOFTIS	5.00
			TOTAL:	5.00
Parks	General Fund	AMEREN MISSOURI	LWR DIAMOND LTS 12/5-1/8/2	12.96
			HATCHERY RD SIGN 12/12-1/1	87.84
			CP MAINT BLDG 12/12-1/15/2	121.44
			CP #2 DISPLAY C 12/12-1/15	12.16
			CP SOCCER FIELDS 12/12-1/1	23.07
			CP#2 DISPLAY D 12/12-1/15/	12.16
			CP BALL FIELDS 12/12-1/15/	1,184.84
			CP #2 DISPLAY B 12/12-1/15	13.45
			CP #2 DISPLAY A 12/12-1/15	13.64
			HWY 42 BALLPRK LTS 12/5-1/	17.59
			CP #2 IRRIG PUMP 12/12-1/1	12.75
			TOTAL:	1,511.90
		AT&T MOBILITY-CELLS	PARK ELECTRIC SIGN	46.23
			TOTAL:	46.23
Transportation	Transportation	AMEREN MISSOURI	680 PASSOVER RD LTS 12/12-	23.51
			TOTAL:	23.51
Sewer	Sewer Fund	AMEREN MISSOURI	5757 CHAPEL SVC 12/15-1/16	1,060.60
			TOTAL:	1,060.60
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	957 AIRPORT RD 11/22-12/26	50.49
			TOTAL:	50.49
TIF - OB Commons	TIF - OB Commons	CAMDEN COUNTY SENATE BILL 40 BOARD	SB 40	1,004.37
			SB 40	1,004.44
			TOTAL:	2,008.81

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

10	General Fund	1,563.13
20	Transportation	23.51
35	Sewer Fund	1,060.60
47	Grand Glaize Airport Fund	50.49
63	TIF - OB Commons	2,008.81

GRAND TOTAL: 4,706.54=

TOTAL PAGES: 1

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Administrator	General Fund	STAPLES BUSINESS ADVANTAGE	KEYBOARD AND MOUSE - WHITE	44.98
		AMAZON CAPITAL SERVICES INC	MOUSE RETURN	14.45-
			TOTAL:	30.53
City Clerk	General Fund	AMAZON CAPITAL SERVICES INC	IPHONE CABLES	38.28
			TOTAL:	38.28
Building Maintenance	General Fund	AMERICAN STAMP & MARKING PRODUCTS INC	FRAMES (2)&NAME PLATE-FRAN	75.77
		LAKE RECHARGE & FIRE EQUIPMENT LLC	BACKFLOW INSPECTION 2025	85.00
		ATR LIGHTING ENTERPRISES INC	LED LIGHTS (10)	97.20
		CINTAS CORPORATION	CH FLOOR MATS	148.66
			CH FLOOR MATS	148.66
		BEISHIR LOCK & SECURITY	BATTERY	148.91
			PROXIMITY LOCK CONTROL REP	1,396.49
		STAPLES BUSINESS ADVANTAGE	COFFEE AND PAPER TOWELS	67.77
			TRASH BAGS, SPOONS, KNIVES	57.91
			MULTIFLD TWLS, PLATES	279.45
			COFFEE AND CUPS	64.20
		GOLD MECHANICAL INC	BOILER REPAIR	555.50
		AMAZON CAPITAL SERVICES INC	HUMIDIFIER FILTER	41.99
			WATER FILTERS	56.00
		GEO SERVICES LLC	HEAT PUMP SERVICING AND RE	3,290.81
		WALLIS LUBRICANT LLC	CITY HALL GENERATOR FUEL	320.21
		LINDYSPRING LAKE OF THE OZARKS	5-GAL BOTTLED WATER	7.95
			5-GAL BOTTLED WATER	7.95
			5-GAL BOTTLED WATER	7.95
			5-GAL BOTTLED WATER	7.95
			5-GAL BOTTLED WATER	7.95
			CH WATER COOLER RENTAL	38.00
		SHERLOCK HOME INSPECTIONS LLC	CH PEST CONTROL - FEB	105.00
		WOODLEY BUILDING MAINTENANCE	CITY HALL JANITORIAL SERVI	3,360.85
		PORTERS ACE	FILTER CARTRIDGE	25.48
			TOTAL:	10,403.61
Parks	General Fund	CONSTRUCTION CONCEPTS CORPORATION	CITY PARK RESTROOM OB24-00	143,349.75
		AMAZON CAPITAL SERVICES INC	DRY ERASE BOARD	160.89
		YESTERDAY'S MEALS LLC	PORTABLE TOILET - FEB 2025	85.00
		OIL CHANGER, INC	CAR WASHES - PARKS	30.00
			TOTAL:	143,625.64
Human Resources	General Fund	VALIDITY SCREENING SOLUTIONS	PRE EMPLOYMENT TESTING	109.00
		SCHOOL OF EMS	PARAMEDIC EDUCATION - JOHN	8,385.75
			TOTAL:	8,494.75
Overhead	General Fund	ARTHUR J GALLAGHER & CO (ILLINOIS)	NOTARY BOND - R. EULER	50.00
			TOTAL:	50.00
Police	General Fund	MCCLAIN RADAR SERVICE LLC	RADAR CERTIFICATION	830.00
		MO POLICE CHIEFS ASSC	25-26 COMMAND COLLEGE	9,500.00
		LEON UNIFORM CO INC	COLLAR PINS, DUTY BELT- RE	361.99-
			PANTS - RETURN	154.00-
			ID PANEL - VERPLOEG	21.00
			PANTS - RETURN	154.00-
			TROUSERS	166.00
			UNIFORM & ACCESSORIES-MURR	1,603.25
			UNIFORM ACCESSORIES	70.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TROUSERS & ACCESSORIES	322.00
			TROUSERS - DAVIS	83.00
		SUN BADGE CO	BADGES FOR PD	342.25
		INTERNATIONAL ASSOC OF CHIEFS OF POLIC	2025 IACP MEMBERSHIP - DAV	270.00
			2025 IACP MEMBERSHIP - O'D	370.00
		O'REILLY AUTOMOTIVE STORES INC	PUSHBUMPER TRIM - PD 32	4.59
		PSE INSTALLATION	REMOVE EQUIPMENT FROM PD29	270.00
			REPLC RADIO PD 20	60.00
			REPLC RADIO PD 20	60.00
		TURN KEY MOBILE INC	TOUGHBOOK, SIREN, LTS, ACS	4,693.00
			TOUGHBOOK, SIREN, LTS, ACS	8,107.00
			RADAR	2,409.00
		HEDRICK MOTIV WERKS LLC	DRIVE BLT TENSIONER - PD 1	179.70
			OIL CHANGE - PD 31	90.00
			WATER PUMP REPAIR - PD21	814.86
		ALPHAGRAPHICS OF OSAGE BEACH	BUSINESS CARD-SHELTON, LEO	89.00
		STAPLES BUSINESS ADVANTAGE	PENS, PAPER, USB DRIVE	78.04
			ENVELOPES	43.58
			BATTERIES FOR WEAPONS LIGH	39.38
		LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETAT	9.30
		AMAZON CAPITAL SERVICES INC	OTTERBOX IPHONE CASE	33.89
			EXTERNAL HARD DRIVE	59.99
			BUSINESS CARD HOLDER	34.98
		MID-MO DRUG TASK FORCE	2025/2026 MID MO DTF MTCH	3,500.00
		COMMENCO	RADIO REPAIR	45.00
		FLOCK GROUP, INC	FLOCK PROFESSIONAL SVC	19,400.00
		MALIBU BLUE OUTFITTERS	KNIT CAPS	390.00
			TOTAL:	53,319.32
911 Center	General Fund	AMAZON CAPITAL SERVICES INC	NOTARY STAMP	21.90
		INTRADO LIFE & SAFETY SOLUTIONS CORPOR	V-VAAS MTHLY FEE 2/1-2/28/	4,065.00
			TOTAL:	4,086.90
Engineering	General Fund	COCHRAN ENGINEERING	DEC ENGINEERING BILL-ADDIT	1,387.50
			TOTAL:	1,387.50
Information Technology	General Fund	TYLER TECHNOLOGIES INC	COURT CASE MNGMNT SUB FEES	530.25-
			HH MTR READR SUB 3/2025-7/	531.25
		AMAZON CAPITAL SERVICES INC	TV AND MOUNT -SYS ADMIN OF	348.75
			HR POSITRON 2 SCANNER	298.00
			IT DESKTOP PRINTER	195.95
		HUBER & ASSOCIATES, INC	FEBRUARY MANAGED SERVICES	8,100.00
			TOTAL:	8,943.70
Transportation	Transportation	MIDWEST BLOCK & BRICK	PAVER STONES - MAIN ENTRAN	128.70
		MO ONE CALL SYSTEM INC	LOCATES - 1/2025	37.35
		MOTOR HUT INC	BLADE FOR ZERO TURN MOWER	68.25
		KNAPHEIDE TRUCK INC	CONVEYOR REPAIR- SALT SPRE	2,078.06
		O'REILLY AUTOMOTIVE STORES INC	MOTOR OIL FOR WELDER	12.99
		LARRY'S LAKESIDE AUTO REPAIR INC	TAIL AND TRAILER LTS- '13	586.96
		CONSOLIDATED ELECTRICAL DISTR, INC	FISH TAPE FOR OUTLET MALL	60.00
		CROWN POWER & EQUIPMENT	BACKHOE SERVICE AND REPAIR	7,653.58
		DAM STEEL SUPPLY	REC TUBE FOR SALT SPREADER	8.00
		FOUR SEASONS PLUMBING, LLC	BEACH DR DRAINAGE OB23-018	5,992.03
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	266.53
			TRANS DEPT FLOOR MATS	14.11

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TRANS DEPT UNIFORMS	266.53
			TRANS DEPT FLOOR MATS	14.11
		PARKWAY PLAZA TIRE	TRAILER LIGHT REPAIR - VAN	164.98
			OIL CHANGE - 2023 TRANSIT	58.12
			CHECK BATTERY LT -'13 FORD	172.50
		SCOTTS CONCRETE	DEC DISCOUNT	28.00-
			SAND	209.25
			PRECAST BLOCKS FOR BAYVIEW	390.00
		CAPITAL PAVING & CONSTRUCTION LLC	OB PKWY EXT PROJECT	491,281.78
		DELTA GASES INC	SAND FOR SALT SPREADER	45.00
		AMAZON CAPITAL SERVICES INC	PAPER TWLS, LTBULBS, PEGBO	166.07
			CUPS, TRASH BAGS, PAPER TW	53.75
			WINCH KIT = TRUCK #59	193.05
			COFFEE	81.67
		GFI DIGITAL	TONER CARTRIDGE	10.00
		NICK'S TRUE VALUE HARDWARE	CHAIN FOR CHAINSAW	107.96-
			FLAG TAPE FOR ROAD REPAIR	8.37
			FISH TAPE, HEAT SHRINK- ST	74.98
			LEVEL, PRIMER, PAINT-SALT	49.96
		ARMOR EQUIPMENT	VERTICAL DIGGER FOR ST SWE	3,923.76
		WOODLEY BUILDING MAINTENANCE	PW- TRANS JANITORIAL SERVI	596.07
		TOTAL TOOL SUPPLY INC	PULL TAPE	169.23
			VIBRATORY SCREED KIT	2,499.00
		STL CONTRACTOR SERVICES LLC	MANHOLE COVER LIFT	533.33
			TOTAL:	517,732.11
Water	Water Fund	MIDWEST BLOCK & BRICK	PAVER STONES- MAIN ENTRANC	128.70
		MO ONE CALL SYSTEM INC	LOCATES - 1/2025	37.35
		SCHULTE SUPPLY INC	PIT INSULATORS	7,992.00
		MUNICIPAL EQUIPMENT CO	59 SCADA UNITS	37,658.57
		POSTMASTER	FEB UTILITY BILL POSTAGE	625.00
		BRENNTAG MID SOUTH INC	CHLORINE AND FLOURIDE	7,071.80
		CORE & MAIN LP	METER COUPLER ADAPTERS	99.46
			BRASS SADDLE FOR SHOP LEAK	36.25
			3/4" STREET 90	212.07
			BRASS SADDLE	36.25
			3/4" REGULATORS X 10	2,804.60
		CINTAS CORPORATION	WATER DEPT UNIFORMS	181.53
			WATER DEPT FLOOR MATS	14.12
			WATER DEPT UNIFORMS	181.53
			WATER DEPT FLOOR MATS	14.12
		AMAZON CAPITAL SERVICES INC	GRINDER, SEARCH LIGHT, WRE	2,956.85
			SAFETY GLASSES	137.79
			PHONE CHARGERS FOR TRUCKS	41.97
			CUPS, TRASH BAGS, PAPER TW	53.76
			COFFEE	81.66
			BATTERY RETURN	352.00-
		GFI DIGITAL	TONER CARTRIDGE	10.00
			UB PRNTR MAINT 2/11-3/10/2	11.34
		WOODLEY BUILDING MAINTENANCE	PW- WATER JANITORIAL SERVI	596.07
		TOTAL TOOL SUPPLY INC	PULL TAPE	169.23
		STL CONTRACTOR SERVICES LLC	MANHOLE COVER LIFT	533.33
			TOTAL:	61,333.35
Sewer	Sewer Fund	GRAINGER INC	SAFETY HARNESS AND CHAIR	707.27
		AMOS SEPTIC SERVICE INC	JANUARY PUMP OUTS	8,312.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		RP LUMBER INC	LS REHAB - GOLFVIEW & PHES	76.48
		MIDWEST BLOCK & BRICK	PAVER STONES- MAIN ENTRANC	128.71
		HI-TECH AUTO BODY INC	WINCH OUT- TRK 2134	211.50
		MO ONE CALL SYSTEM INC	LOCATES - 1/2025	37.35
		MUNICIPAL EQUIPMENT CO	STOCK - ELECTRICAL	6,441.47
			59 SCADA UNITS	240,073.38
			PANEL TRAINING - BRENTWOOD	1,500.00
			BASIN FOR ZEBRA	4,426.00
		O'REILLY AUTOMOTIVE STORES INC	FIBERGLASS REPAIR KIT - KK	41.99
			HIGH TIDE CIRCUIT BREAKER	34.99
			TRACTOR FLUID - VAC TRUCK	84.98
			OIL DRY	135.44
			TRACTOR FLUID - TRUCK 0002	74.99
			CARGO STRAPS	22.98
			HYDRO OIL - VAC TRUCK	74.99
		POSTMASTER	FEB UTILITY BILL POSTAGE	625.00
		BUTLER SUPPLY CO	PANEL REPAIR	83.04
		CORE & MAIN LP	CHAINS - STOCK	2,018.00
			BOLTS AND NUTS	783.24
			MASTIC MANHOLES	125.55
			MANHOLE REPLACEMENT - KAHR	295.68
		A-B RENTAL & SALES, LLC	CORE DRILL RENTAL	200.00
		COMFORT CARE	VAPEX AC UNIT REPAIR	395.00
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	332.49
			SEWER DEPT FLOOR MATS	14.12
			SEWER DEPT UNIFORMS	332.49
			SEWER DEPT FLOOR MATS	14.12
		AMAZON CAPITAL SERVICES INC	TOOL BOX - TRK 1512	194.96
			WATERPROOF CONNECTORS	59.98
			WATERPROOF CONNECTORS	59.99
			SHIPPING	5.98
			SWEATSHIRT - CLUTTS	147.98
			CUPS, TRASH BAGS, PAPER TW	53.76
			SAW AND GRINDER - TRK #151	343.17
			COFFEE	81.67
		CLIFFORD POWER SYSTEMS	GENERATOR REPAIR -KK/A QUA	1,132.99
		REEVES-WIEDEMAN COMPANY	TUBINIG - HOLIDAY INN	490.00
			CPLG, BSHNG, ADPTR-HOLIDAY	152.17
			STOCK STAINLESS STEEL	1,649.00
			STOCK SS ELBOW	419.40
			OFFSET PIPE WRENCH-HOLIDAY	264.00
			REDUCER, TAPE - HOLIDAY IN	143.30
			THREADER CUTTING OIL	81.90
			SUMMIT CIRCLE REPLUMB	95.85
			SUMMIT CIRCLE REPLUMB	26.27
			1060 OSAGE BEACH RD CONDUI	40.16
			OSAGE BEACH RD CONDUIT	34.72
			#163 REPLUMB	241.52
		WALLIS LUBRICANT LLC	GENERATOR FUEL - ROCKAWAY	331.66
			GENERATOR FUEL - SANDS	934.92
			GENERATOR FUEL - CARS	165.82
			GENERATOR FUEL - KK49-5	28.59
			GENERATOR FUEL - KK37 - 6	114.37
			GENERATOR FUEL-KK1A-7	71.48
			GENERATOR FUEL - 29-5	145.82
		GFI DIGITAL	TONER CARTRIDGE	10.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			UB PRNTR MAINT 2/11-3/10/2	11.34
		NICK'S TRUE VALUE HARDWARE	CAULK FOR KK/A REPLUMB	12.99
			MANHOLE REPLACEMENT - KAHR	19.49
			MANHOLE REPLACEMENT - KAHR	41.10
			MANHOLE REPLACEMENT - KAHR	150.79
		WOODLEY BUILDING MAINTENANCE	PW- SEWER JANITORIAL SERVI	596.08
		RUSH TRUCK CENTERS OF MISSOURI INC	SM PUMP TRK VAC SYSTEM	546.71
		TOTAL TOOL SUPPLY INC	PULL TAPE, KNOCK OUT SET	1,837.49
			BATTERIES AND CHARGERS	906.00
		SRI-MO	2 HP PUMP REBUILD X 3	1,950.00
			2HP PUMP REBUILD	1,950.00
		STL CONTRACTOR SERVICES LLC	MANHOLE COVER LIFT	533.34
			TOTAL:	283,680.51
Ambulance	Ambulance Fund	TURN KEY MOBILE INC	AMB TOUGHBOOK AND ACCESSOR	5,849.64
		LAKE REGIONAL PHARMACY	MEDICAL SUPPLIES	18.97
		LAKE AREA EMERGENCY SERVICES ASSOCIATI	2025 LAESA MEMBERSHIP DUES	100.00
		STAPLES BUSINESS ADVANTAGE	INK	80.61
		AMAZON CAPITAL SERVICES INC	EMS TRAINING LITERATURE	100.74
		DOUGLAS G WILSON DO PC	JAN MEDICAL DIRECTOR SVC	1,000.00
		LIFE-ASSIST, INC.	MEDICAL SUPPLIES	1,615.42
			MEDICAL SUPPLIES	710.55
			AIRWAY MANAGEMENT TRNR	3,338.50
			MEDICAL SUPPLIES	336.00
			MEDICAL SUPPLIES	450.00
			MEDICAL SUPPLIES	227.96
		STATION AUTOMATION, INC	2024 EMS MANAGEMENT SOFTWA	3,140.00
		MALIBU BLUE OUTFITTERS	KNIT CAPS	240.00
			TOTAL:	17,208.39
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	7598 GAL LCF JET FUEL	23,365.51
			4564GAL LCF AV FUEL	17,847.69
		CRAWFORD, MURPHY & TILLY INC	LCF MSTR PLAN&UPDATE12/1-1	5,172.66
		DBT TRANSPORTATION SERVICES LLC	NAVAID MAINT 2/1-4/30/25	2,944.50
		AMAZON CAPITAL SERVICES INC	RECEIPT PRINTER	323.40
		WOODLEY BUILDING MAINTENANCE	LCF JANITORIAL SERVICES	851.93
			TOTAL:	50,505.69
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	4058 GAL GG AV FUEL	15,868.94
		BEISHIR LOCK & SECURITY	REPLACE LPR CAMERA	175.00
		CRAWFORD, MURPHY & TILLY INC	GG MSTR PLAN&UPDATE 12/1-1	12,405.77
		AMAZON CAPITAL SERVICES INC	RECEIPT PRINTER	323.40
		WOODLEY BUILDING MAINTENANCE	GG JANITORIAL SERVICES	434.00
			TOTAL:	29,207.11

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT

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

10	General Fund	230,380.23
20	Transportation	517,732.11
30	Water Fund	61,333.35
35	Sewer Fund	283,680.51
40	Ambulance Fund	17,208.39
45	Lee C. Fine Airport Fund	50,505.69
47	Grand Glaize Airport Fund	29,207.11
	GRAND TOTAL:	1,190,047.39

TOTAL PAGES: 6

City of Osage Beach
Agenda Item Summary

Date of Meeting:	February 20, 2025
Originator:	Andrew Bowman, City Engineer
Presenter:	Andrew Bowman, City Engineer

Agenda Item:
Bill 25-05 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to approve a contract with Four Seasons Plumbing, LLC for the Margaritaville Sewer Relocation Project for an amount not to exceed $67,659.00. *Second Reading*

Requested Action:
Second Reading of Bill #25-05

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:
Not Applicable

Budgeted Item:
Yes

Budget Line Information (if applicable):

Budget Line Item/Title:

FY2025 Budgeted Amount:	$1,411,714
FY2025 Expenditures to Date (MM/DD/YY):	($ 0)
FY2025 Available:	$1,411,714
FY2025 Requested Amount:	$67,659.00

Department Comments and Recommendation:
The Margaritaville Sewer Relocation Project relocates a section of the major gravity sewer line from the Margaritaville facility to City owned and operated sewer station. The new improved alignment of the gravity sewer main will allow for the wet well to dramatically increase the wet well's holding capacity and reduce the amount of stress on the pumps due to an existing issue.

City Attorney Comments:
Per City Code 110.230, Bill 25-05 is in correct form.

City Administrator Comments:
I concur with the department's recommendation.

BILL NO. 25-05 ORDINANCE NO. 25.05

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH FOUR SEASONS PLUMBING LLC FOR THE MARGARITAVILLE SEWER RELOCATION PROJECT FOR AN AMOUNT NOT TO EXCEED $67,659.00.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a Construction Contract with Four Seasons Plumbing LLC. under substantially the same or similar terms and conditions as set forth in "Exhibit A".

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Sixty-Seven Thousand Six Hundred Fifty Nine Dollars. ($67,659.00)

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

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

READ FIRST TIME: February 4, 2025 READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.05 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstain: Absent:

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

__________________ ___________________________________

Date Tara Berreth, City Clerk

Approved as to form:

____

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 25.05.

____

Michael Harmison, Mayor

____

Date

ATTEST:

____

Tara Berreth, City Clerk

CITY OF OSAGE BEACH

CAMDEN COUNTY, MISSOURI

MARGARITAVILLE SANITARY MAIN RELOCATION AND ELEVATION

OCTOBER 2024

Sheet List Table		
Sheet Number	**Sheet Discipline Number**	**Sheet Description**
1	COV	COVER SHEET
2	G2	GENERAL NOTES, LEGENDS, AND ABBREVIATIONS
3	C1	EXISTING SITE PLAN
4	C2	PLAN AND PROFILE
5	C3	LIFT STATION AND MISCELLANEOUS CIVIL DETAILS
6	C4	CIVIL DETAILS

LOCATION MAP

UTILITY NOTE:
EXISTING UNDERGROUND AND ABOVE-GRADE FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED ON THESE CONTRACT DOCUMENTS BASED ON THE INFORMATION AND SURVEYS AVAILABLE AT THE TIME OF DRAWING PREPARATION. THE LOCATIONS OF THESE FEATURES MUST, THEREFORE, BE CONSIDERED APPROXIMATE, ONLY. IN ADDITION, THERE MAY BE OTHER FACILITIES, STRUCTURES, AND UTILITIES WHICH DID NOT EXIST (OR THE EXISTENCE OF WHICH WAS NOT KNOWN) AT THE TIME OF DRAWING PREPARATION. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR(S) TO HAVE ALL EXISTING FACILITIES, STRUCTURES, AND UTILITIES LOCATED IN THE FIELD PRIOR TO ANY EXCAVATION OR CONSTRUCTION ACTIVITY; AND TO PROTECT ALL SUCH EXISTING FEATURES (EXCEPT THOSE SPECIFICALLY NOTED FOR REMOVAL OR DEMOLITION) DURING CONSTRUCTION.

MISSOURI ONE CALL SYSTEM
1-800-344-7483
CALL BEFORE YOU DIG!

STATE OF MISSOURI
CHRISTINA F. WILLSON
NUMBER PE-2003001118
11/1/24
PROFESSIONAL ENGINEER

ISSUED FOR OWNER REVIEW AND EASEMENT AQUISITION

HORNER SHIFRIN
401 S. 18TH ST., STE. 400 SAINT LOUIS, MO 63103-2296
314-531-4321 • FAX 314-531-6966 • WWW.HORNERSHIFRIN.COM
DISCIPLINE: PROFESSIONAL ENGINEERING
CERTIFICATE OF AUTHORITY: 000159
EXPIRATION DATE: DECEMBER 31, 2024

DWG: C:\pwproj\dkritchason@hornershifrin.com\ee\dms85753\2313501COV.dwg
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OPERATOR:DKRITCHASON

GENERAL LEGENDS AND ABBREVIATIONS

AC	AIR CONDITIONER
ACI	AMERICAN CONCRETE INSTITUTE
AFF	ABOVE FINISHED FLOOR
ALUM.	ALUMINUM MATERIALS
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
ATG	ADJUST TO GRADE
AWS	AMERICAN WELDING SOCIETY
B1	GEOTECHNICAL BORING
(B)	BOTTOM INVERT ELEVATION OF VERTICAL PIPE RISER
B.F.	BLIND FLANGE/BOTH FACE
BIT	BITUMINOUS CONCRETE
BOC	BACK OF CURB
BOCA	BUILDING OFFICIALS & CODE ADMINISTRATION
BM	BENCHMARK
BLV	BALL VALVE
BV	BUTTERFLY VALVE
C.A.	COARSE AGGREGATE
CAV	COMBINATION AIR VALVE
CF	CUBIC FEET
CFM	CUBIC FEET PER MINUTE
CFS	CUBIC FEET PER SECOND
CI	CAST IRON
CIP	CAST IRON PIPE
CISP	CAST IRON SOIL PIPE
C.J.T.	CONTROL JOINT
C	CENTERLINE
CL	CLEARANCE
C.M.P.	CORRUGATED METAL PIPE
C.M.U.	CONCRETE MASONRY UNIT
CONC	CONCRETE
CP	CONTROL POINT
CPLG.	COUPLING
CTR.	CENTER
C.Y.	CUBIC YARD
D	DAY
DIA	DIAMETER
D.I.	DUCTILE IRON
D.I.P.	DUCTILE IRON PIPE
DND	DO NOT DISTURB
DR	DRAIN
DS	DOWN SPOUT
E	EASTING
EA.	EACH
EB	ELECTRICAL BOX
E.F.	EACH FACE
EFF	EFFLUENT
EL. OR ELEV.	ELEVATION
EO	ELECTRICALLY MOTORIZED OPERATOR
EQ	EQUAL
E.W.	EACH WAY
EOP	END OF PIPE
EX	EXISTING
FA.	FINE AGGREGATE
F.D.	FLOOR DRAIN
FES	FLARED END SECTION
F.F.	FINISHED FLOOR ELEVATION

FIN.	FINISHED
FH	FIRE HYDRANT
F.L.	FLOW LINE
FL	FLANGE OR FLANGED JOINT
FL/VC	FLANGE OR VICTAULIC COUPLING
FL. OR FLG	FLANGE
FT.	FOOT OR FEET
G	GAS
GAL.	GALLONS
GALV.	GALVANIZED
G.P.M.	GALLONS PER MINUTE
GR	GRADE
GS	GRAVITY SEWER
HB	HOSE BIBB
H.D.G.	HOT DIPPED GALVANIZED
H.M.	HOLLOW METAL
H.W.L.	HIGH WATER LEVEL
HP	HORSE POWER
HWO	HANDWHEEL OPERATOR
I.D.	INSIDE DIAMETER
IDOT	ILLINOIS DEPARTMENT OF TRANSPORTATION
I.E. OR INV.	INVERT ELEVATION
IN.	INCH OR INCHES
INF	INFLUENT
INV	INVERT
JMP	JET MOTIVE PUMP
K	ONE THOUSAND
L	LITERS
LB OR LBS	POUNDS
L.F.	LINEAL FEET
LO	LEVER OPERATOR
LT.	LEFT
LS	LIGHT STANDARD
L.W.L.	LOW WATER LEVEL
MAX	MAXIMUM
MB	MAILBOX
M.H.	MANHOLE
M.J.	MECHANICAL JOINT
M.G.D.	MILLION GALLONS PER DAY
MIN.	MINIMUM
N	NORTHING
NIC	NOT IN CONTRACT
NO. OR #	NUMBER
NPW	NON-POTABLE WATER
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
O.E. OR OHE	OVERHEAD ELECTRIC
O/F	OVERFLOW
P.E.	PLAIN END
PCC	PORTLAND CEMENT CONCRETE

PH	POST HYDRANT
P.J.F.	PRE-FORMED JOINT FILLER
P.O.	PUSH ON
POJ	PUSH ON JOINT
PP	POWER POLE
PR	PRIVATE
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PV	PLUG VALVE
P.V.C.	POLYVINYL CHLORIDE PIPE
PVMT	PAVEMENT
R	RADIUS
R.C.P.	REINFORCED CONCRETE PIPE
RD	ROOF DRAIN
REINF.	REINFORCEMENT
RJ	RESTRAINED JOINT
ROW	RIGHT OF WAY
RT.	RIGHT
SAN	SANITARY SEWER
SCH	SCHEDULE
S.D.G.	SLIDE GATE
S.J.	SAWN JOINT
S.S.	STAINLESS STEEL
STA.	STATION
STD.	STANDARD
S.T.G.	STOP GATE
STL	STEEL
STM	STORM SEWER
SV	SEVER VENT
S.Y.	SQUARE YARD
(T)	TOP INVERT ELEVATION OF VERTICAL PIPE RISER
T	TOP
T. & B	TOP AND BOTTOM
TBA	TO BE ABANDONED
TBR	TO BE REMOVED
TBA&F	TO BE ABANDONED AND FILLED
TBR&R	TO BE REMOVED AND REPLACED
TBLV	TRUE UNION BALL VALVE
T.O.C	TOP OF CONCRETE
T.O.F.	TOP OF FOOTING
TR	TO REMAIN
T/S	TOP OF STEEL
TYP.	TYPICAL
U.E.	UNDERGROUND ELECTRIC
U.N.O.	UNLESS NOTED OTHERWISE
UIP	USE IN PLACE
VC	VICTAULIC COUPLING
FL/VC	CONTACTOR'S OPTION TO USE FLANGED PIPE OR VICTAULIC COUPLING
V.F.D.	VARIABLE FREQUENCY DRIVE
W	WATERMAIN
WI	WROUGHT IRON
WP	POTABLE WATER
W.S	WATER SURFACE
' "	FEET INCHES

SYMBOLS LEGEND

W	WATER
	NEW WATER MAIN
G	GAS
OH	OVERHEAD ELECTRIC
UE	UNDERGROUND ELECTRIC
UT	UNDERGROUND TELEPHONE
FO	FIBER OPTIC
FM	FORCE MAIN
501	EX. MINOR CONTOUR
500	EX. MAJOR CONTOUR
	EX. PROPERTY LINE
	RIGHT OF WAY
	EX. PAVEMENT
	EX. SANITARY
	EX. STORM

	SWALE
	TREE/BRUSH LINE
X	EX. FENCE
X	PROPOSED FENCE
	SURVEY MARKER
	EXISTING FIRE HYDRANT
	EXISTING YARD HYDRANT
	FIRE HYDRANT
	YARD HYDRANT
	GATE VALVE
	EX. MANHOLE
	GRATE MANHOLE
	PROPOSED MANHOLE
	EX. INLET
	GRATE INLET
	PROPOSED INLET
	THRUST BLOCK

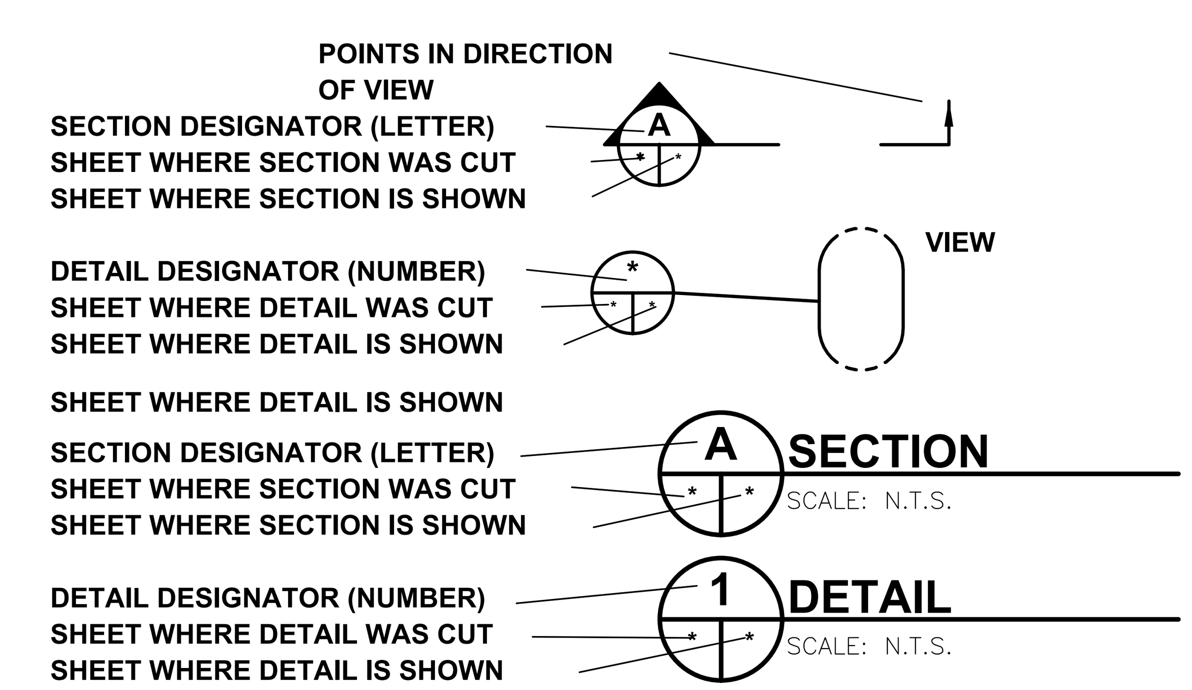
	NEW REDUCER
	NEW WATER VALVE
C.B.	EX. CURB BOX
C.B.	NEW CURB BOX
	CLEANOUT
PP	EXISTING POWER POLE
PP	EXISTING POWER POLE W/ GUY WIRE
PP	POWER POLE
	BORING LOCATION
	LIGHT STANDARD
W.V.	WATER VALVE
W.M.	NEW WATER METER
W.M.	WATER METER
G.V.	GAS VALVE
G.M.	GAS METER
E	ELECTRIC BOX
T	TELEPHONE BOX
T	TELEPHONE PEDESTAL
	STREET SIGN
HINGE	ACCESS HATCH

DISCIPLINE ABBREVIATIONS

- A - ARCHITECTURAL
- C - CIVIL
- E - ELECTRICAL
- G - GENERAL
- M - MECHANICAL
- P - PROCESS
- S - STRUCTURAL

GENERAL CONSTRUCTION INFORMATION/REQUIREMENTS:

1. UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, THEREFORE, THEIR LOCATION MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN. THE LOCATION OF THE EXISTING UNDERGROUND UTILITIES INCLUDING WATER MAINS, SEWERS, ETC., AS SHOWN ON THE DRAWINGS HAVE BEEN DETERMINED FROM THE BEST AVAILABLE INFORMATION AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR SHALL NOTIFY OWNER IN ADVANCE OF CROSSING OVER OR UNDER ANY UTILITIES SHOWN ON THE PLANS. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY UPON DISCOVERY OF ANY UTILITY NOT SHOWN ON THE PLANS.
2. ALL IMPROVEMENTS MUST BE PERFORMED BY CONTRACTOR UNLESS NOTED OTHERWISE.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH STATE, COUNTY, AND LOCAL STANDARDS AND SPECIFICATIONS.
4. THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING CONSTRUCTION, AND FOR THE SAFETY OF ALL PERSONS AND/OR PROPERTY ON SITE.
5. ALL EXISTING WATER MAINS AND OTHER FACILITIES SHALL BE KEPT IN SERVICE DURING CONSTRUCTION, EXCEPT WHERE PERMISSION IS GRANTED BY THE OWNER.
6. WHEN CONNECTIONS ARE TO BE MADE TO EXISTING PIPING, THE LOCATION AND ELEVATION OF THE EXISTING PIPE SHALL BE FIELD VERIFIED, PRIOR TO MAKING NEW CONNECTIONS, ETC. AND NOTIFICATION GIVEN TO THE ENGINEER IF THE EXISTING PIPING IS FOUND TO BE DIFFERENT THAN THAT SHOWN ON THE DRAWINGS.
7. PROVIDE, INSTALL AND MAINTAIN SILT FENCE AROUND DISTURBED CONSTRUCTION SITE FOR DURATION OF THE PROJECT. PROVIDE OTHER METHODS OF EROSION CONTROL AS REQUIRED TO PREVENT SOIL EROSION AND CONTROL SEDIMENTATION. ALL ELEVATIONS SHOWN FOR PIPELINES ARE INVERT ELEVATIONS, UNLESS OTHERWISE NOTED.
8. EROSION CONTROL SHALL BE IN ACCORDANCE WITH STATE, COUNTY, AND LOCAL REQUIREMENTS.
9. EARTH SLOPES SHALL NOT EXCEED 3:1 (HORIZONTAL:VERTICAL) UNLESS OTHERWISE NOTED.
10. ALL EXISTING FEATURES NOT LABELED SHALL BE USED IN PLACE.
11. ALL MATERIAL REMOVED DURING GRADING OPERATIONS, INCLUDING RUBBISH, SHALL BE DISPOSED OFF SITE BY THE CONTRACTOR IN ACCORDANCE WITH STATE, COUNTY, AND LOCAL ORDINANCES.
12. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH. SEEDING AND TOPSOIL SHALL BE COMPLETED BY CONTRACTOR.
13. ANY DISTURBED PROPERTY (I.E. BUSHES, FENCES, MAILBOXES, ETC.) SHALL BE REPLACED IN KIND, AT THE CONTRACTORS EXPENSE.
14. THE CONTRACTOR SHALL NOT BE ALLOWED TO CLOSE ANY STREET OR PORTION OF STREETS WITHOUT PRIOR APPROVAL OF THE LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT ANY CLOSURES ARE REQUIRED AND APPROVED, THE CONTRACTOR SHALL INSTALL ADEQUATE BARRICADES AND SIGNAGE IN ACCORDANCE WITH THE FEDERAL HIGHWAY'S "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES".
15. TEMPORARY TRAFFIC CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE FEDERAL HIGHWAY'S "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES".
16. IN ORDER TO AVOID DAMAGE TO UNDERGROUND UTILITIES, THE CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES BELONGING TO THE ILLINOIS ONE CALL SYSTEM (JULIE) ALONG WITH THOSE WHO DO NOT, AND OBTAIN THE LOCATION AND DEPTH OF THEIR RESPECTIVE FACILITIES. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY LOCATES.
17. UPON REQUEST, HORNER & SHIFRIN WILL PROVIDE THE CONTRACTOR A COPY OF THE ELECTRONIC FILES FOR CONSTRUCTION STAKING PURPOSES. HORIZONTAL AND VERTICAL CONTROL FOR LOCATION OF IMPROVEMENTS ARE CONTAINED IN THESE FILES.
18. PROJECT IS IN COORDINATE SYSTEM NAD83-NAVD88 MISSOURI STATE PLANES CENTRAL FOOT WITH A BASE UNIT OF US FEET.



NO.	DATE	REVISION
A	7/26/2024	ISSUED FOR CITY REV. & ESMT ACQ.

THE PROFESSIONALS WHOSE SIGNATURES AND SEALS APPEAR HERE, ASSUME RESPONSIBILITY FOR WHAT APPEARS ON THIS SHEET ONLY. ALL OTHER PLANS, SPECIFICATIONS, REPORTS, AND OTHER DOCUMENTS, DESIGN OR REVISIONS BY CONTRACTORS, OWNER OR OTHERS ARE NOT PART OF THE PROJECT FOR WHICH THIS SEAL INDICATES RESPONSIBILITY.

STATE OF MISSOURI
CHRISTINA F. WILLSON
NUMBER PE-2003001118
PROFESSIONAL ENGINEER
11/1/24

Name: CHRISTINA F. WILLSON
Discipline: PROJECT MANAGER
License No. PE-2003001118
Expiration Date: 12/31/2025

HORNER SHIFRIN
401 S. 18TH ST., STE. 400 SAINT LOUIS, MO 63103-2296
314-531-4321 • FAX 314-531-6966 • WWW.HORNERSHIFRIN.COM
DISCIPLINE: PROFESSIONAL ENGINEERING
CERTIFICATE OF AUTHORITY: 000159
EXPIRATION DATE: DECEMBER 31, 2024

CITY OF OSAGE BEACH
CAMDEN COUNTY, MISSOURI
MARGARITAVILLE SANITARY MAIN RELOCATION AND ELEVATION

GENERAL NOTES, LEGENDS, AND ABBREVIATIONS

DATE: 10/04/2024

DESIGNED: CFW
DRAWN: MLM
CHECKED: CFW

HS JOB NO. 2313501

SHEET 2 OF 6

G2

CONTROL POINT COORDINATE TABLE

NUMBER	NORTH	EAST	ELEVATION	DESCRIPTION
100	835833.679	1578087.929	696.82	TRAVERSE
101	835490.631	1578107.262	676.63	TRAVERSE
102	835698.124	1578167.125	673.28	TRAVERSE
103	836419.128	1578419.802	663.13	REBAR
104	837662.347	1577620.520	737.03	REBAR

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CITY OF OSAGE BEACH
CAMDEN COUNTY, MISSOURI
MARGARITAVILLE SANITARY MAIN RELOCATION AND ELEVATION

EXISTING SITE PLAN

DATE: 10/04/2024

DESIGNED: CFW
DRAWN: MLM
CHECKED: CFW

HS JOB NO. 2313501

SHEET 3 OF 6

C1

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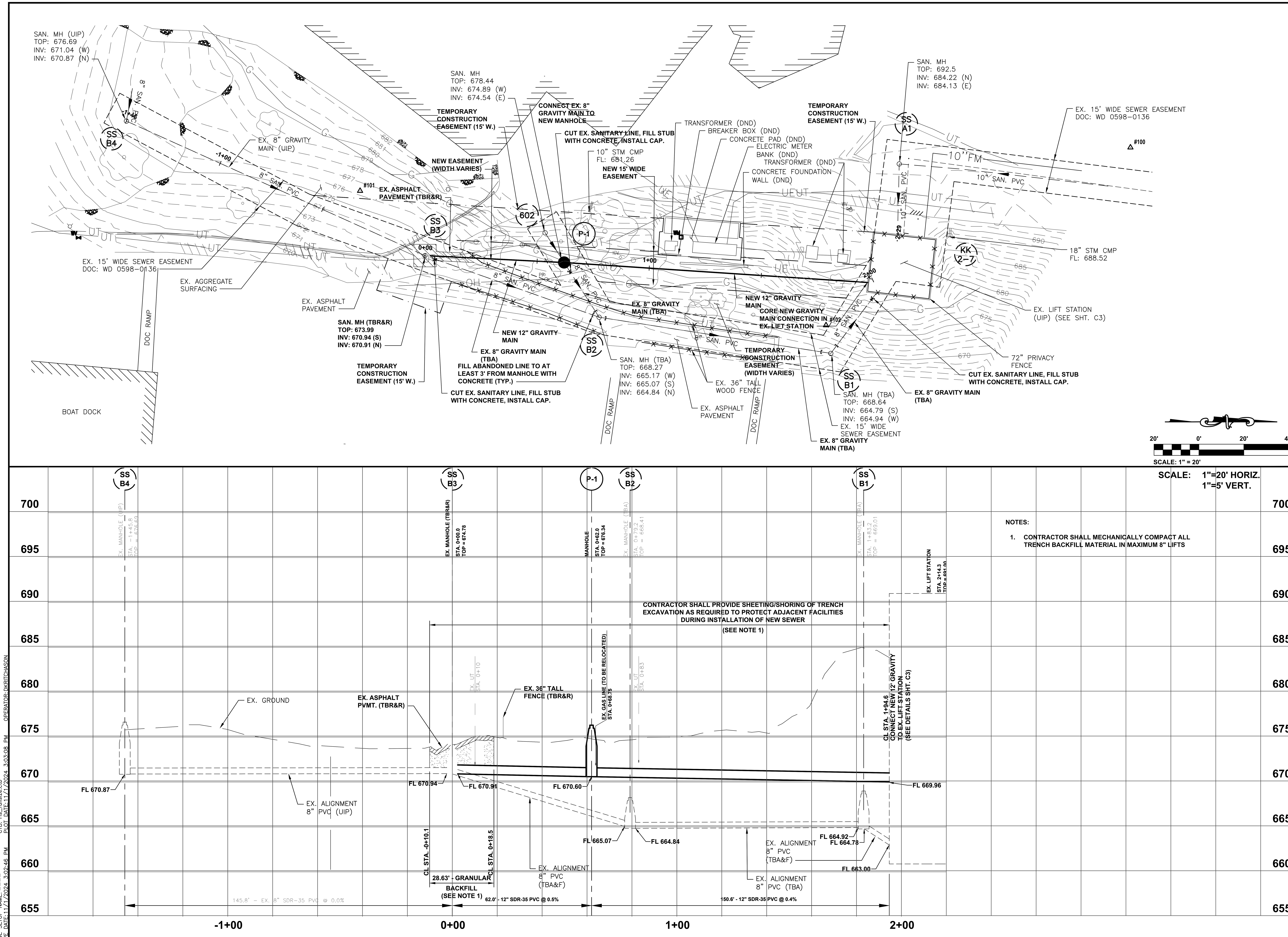

NO.	DATE	REVISION
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EXPIRATION DATE: DECEMBER 31, 2024

CITY OF OSAGE BEACH
CAMDEN COUNTY, MISSOURI
MARGARITAVILLE SANITARY MAIN RELOCATION AND ELEVATION

PLAN AND PROFILE

DATE: 10/04/2024

DESIGNED: CFW
DRAWN: MLM
CHECKED: CFW

HS JOB NO. 2313501

SHEET 4 OF 6

C2

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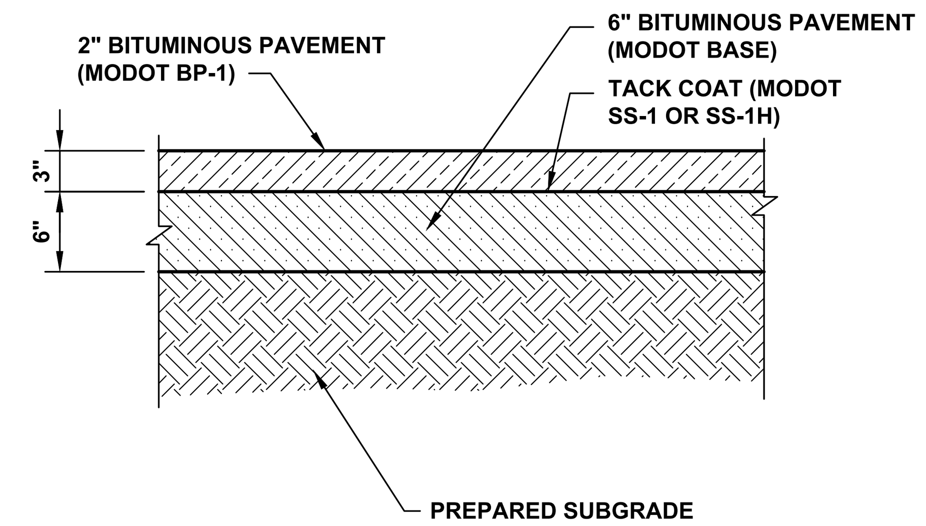

ASPHALT DRIVE DETAIL

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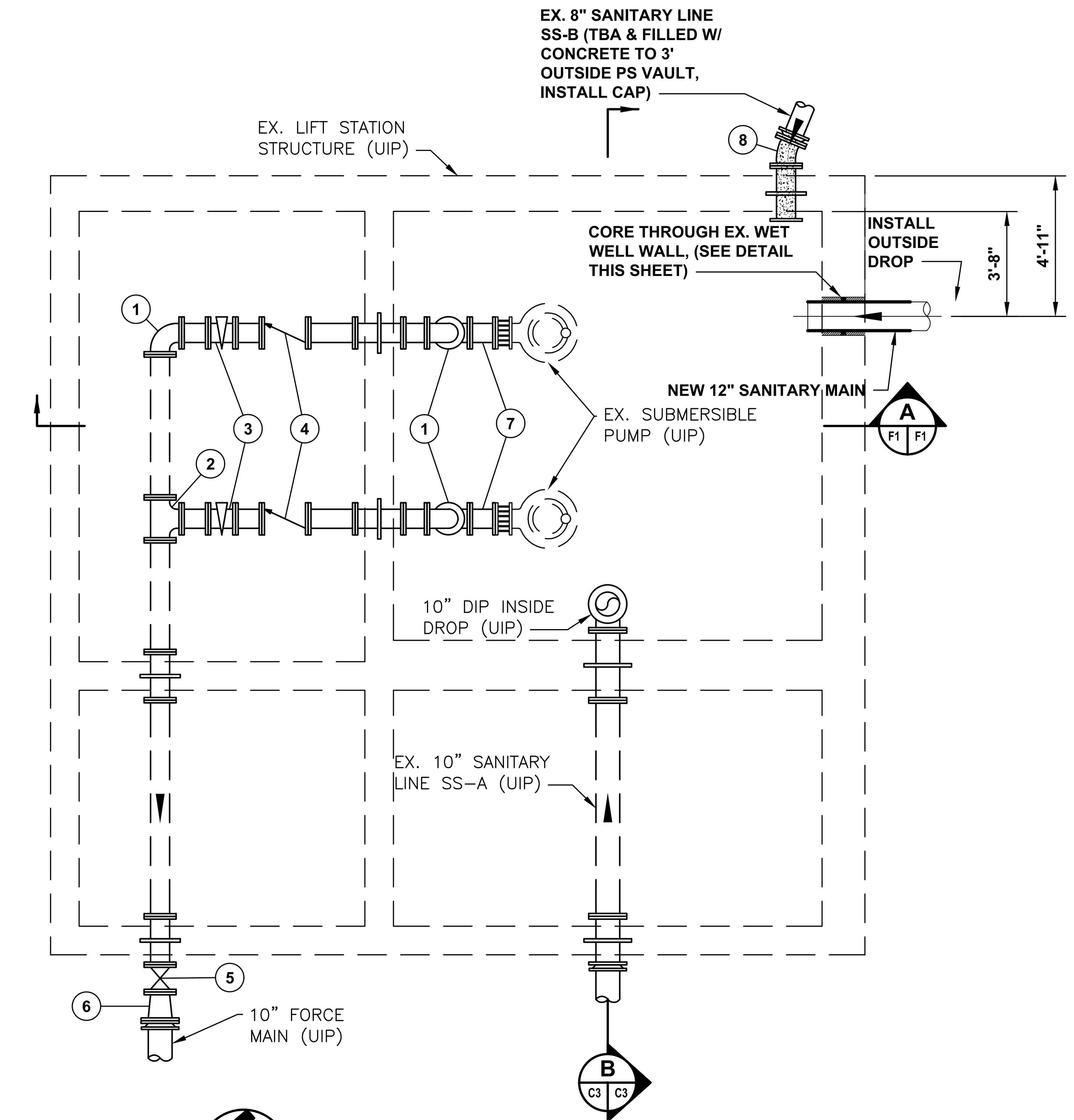
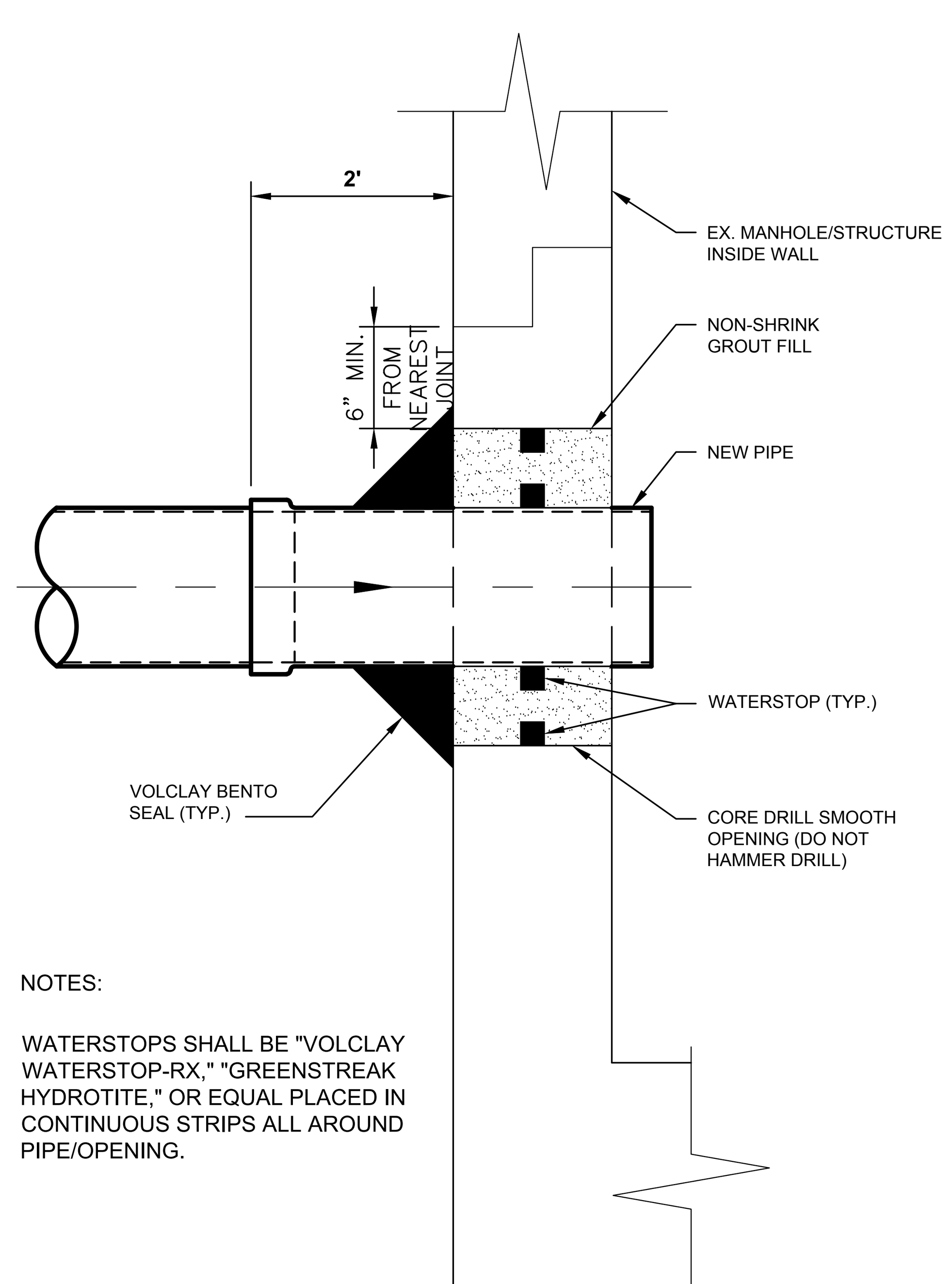


PUMP STATION PLAN

SCALE: 1/4" = 1'

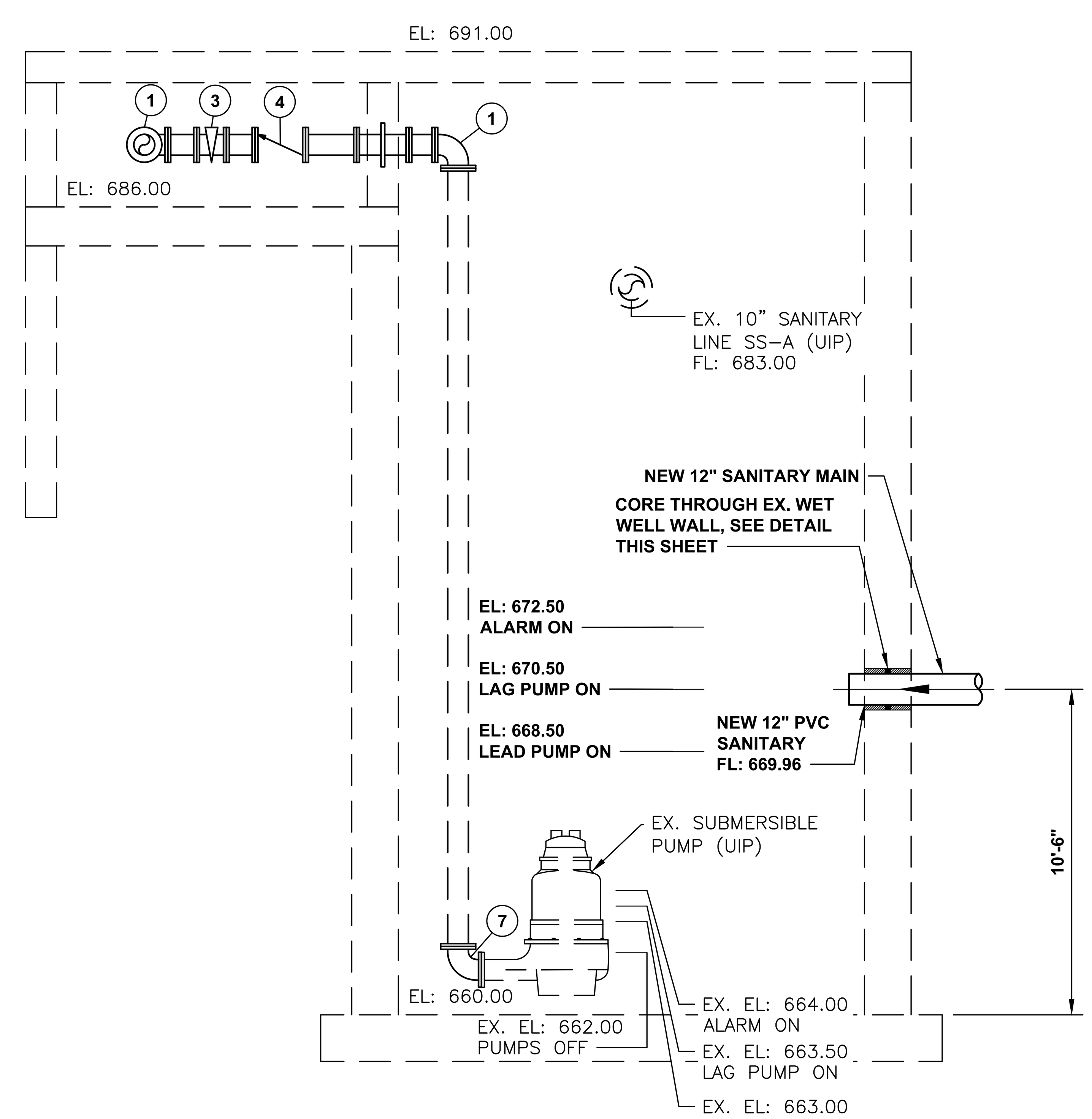


NOTES:

WATERSTOPS SHALL BE "VOLCLAY WATERSTOP-RX," "GREENSTREAK HYDROTITE," OR EQUAL PLACED IN CONTINUOUS STRIPS ALL AROUND PIPE/OPENING.

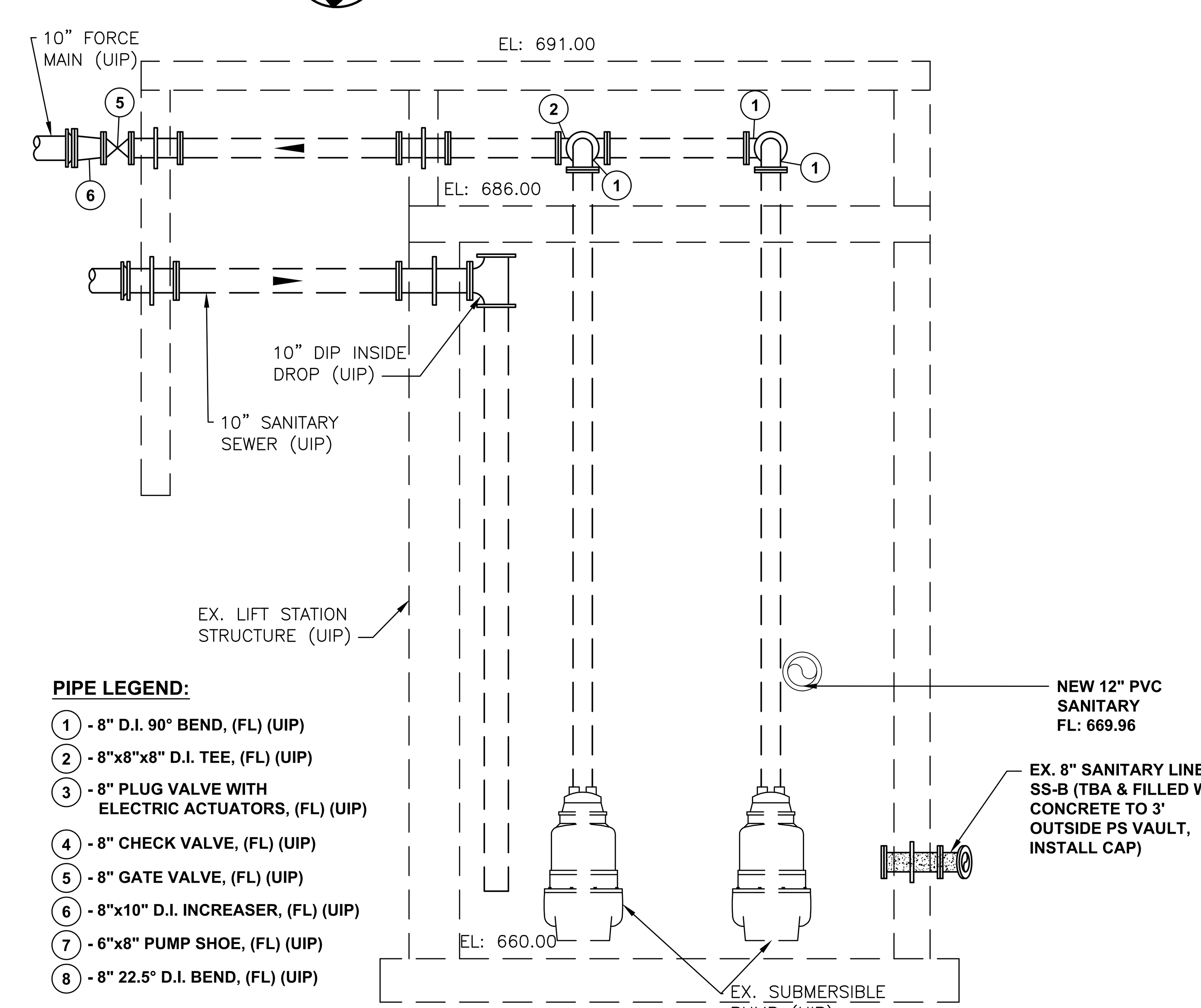
NEW PIPE CONNECTION TO EXISTING MANHOLE / STRUCTURE

SCALE: N.T.S.



A C3 C3 PUMP STATION SECTION

SCALE: 1/2" = 1'



PIPE LEGEND:

1. - 8" D.I. 90° BEND, (FL) (UIP)
2. - 8"x8"x8" D.I. TEE, (FL) (UIP)
3. - 8" PLUG VALVE WITH ELECTRIC ACTUATORS, (FL) (UIP)
4. - 8" CHECK VALVE, (FL) (UIP)
5. - 8" GATE VALVE, (FL) (UIP)
6. - 8"x10" D.I. INCREASER, (FL) (UIP)
7. - 6"x8" PUMP SHOE, (FL) (UIP)
8. - 8" 22.5° D.I. BEND, (FL) (UIP)

B C3 C3 PUMP STATION SECTION

SCALE: 1/2" = 1'

4' 0' 4' 8'

SCALE: 1/4" = 1'-0"

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11/1/24

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CITY OF OSAGE BEACH
CAMDEN COUNTY, MISSOURI
MARGARITAVILLE SANITARY MAIN RELOCATION AND ELEVATION

LIFT STATION AND MISCELLANEOUS CIVIL DETAILS

DATE: 10/04/2024

DESIGNED: CFW
DRAWN: MLM
CHECKED: CFW

HS JOB NO. 2313501

SHEET 5 OF 6

C3

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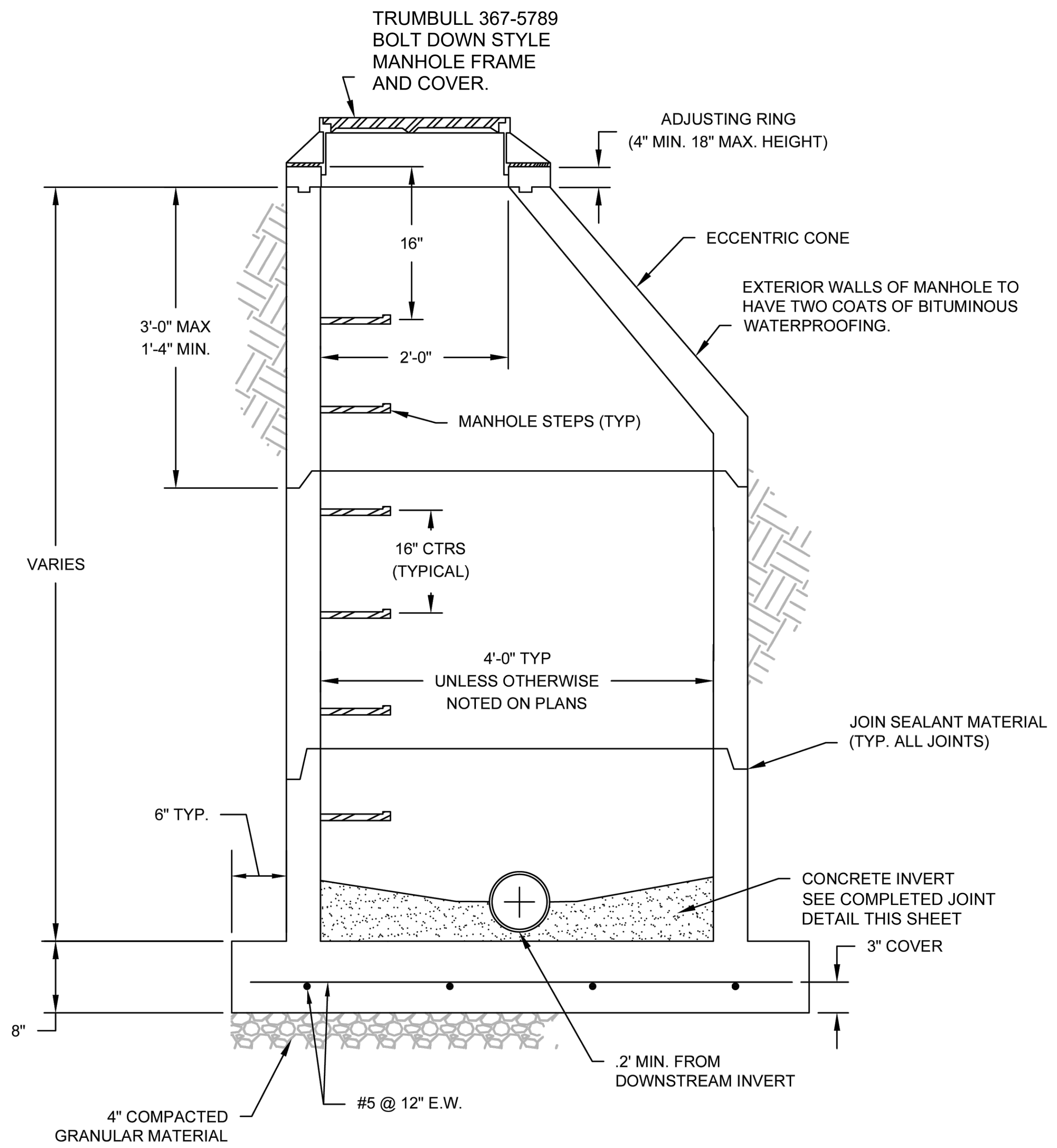
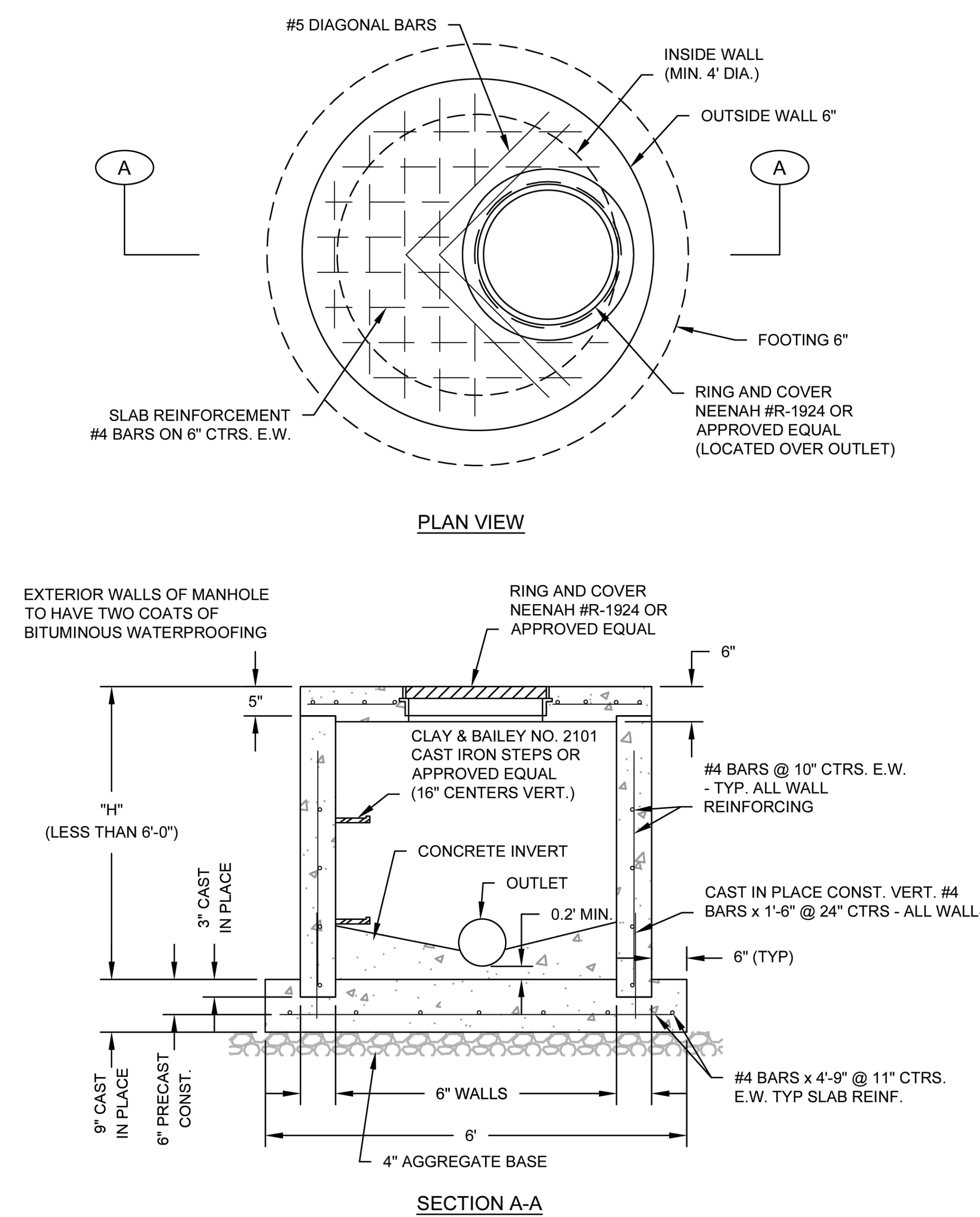
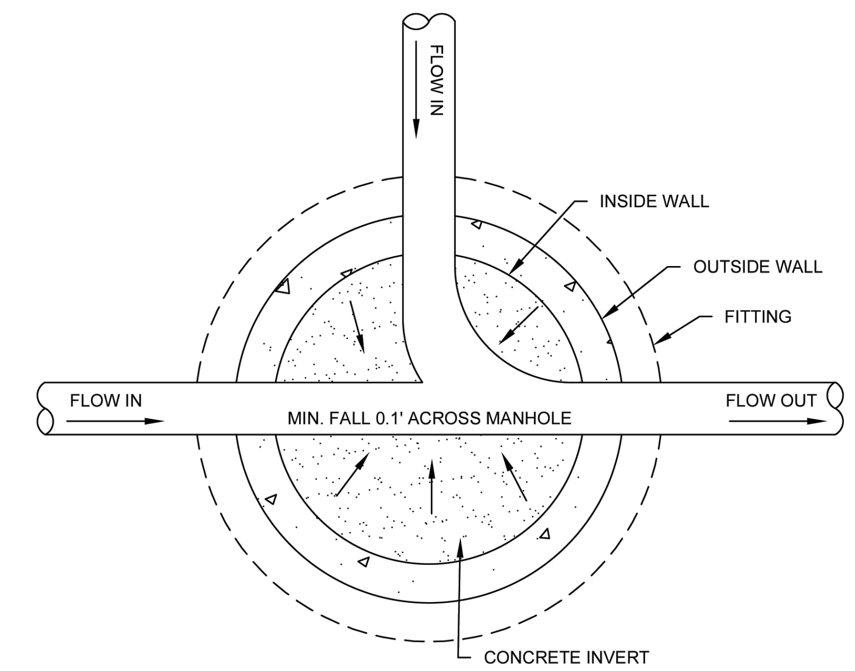


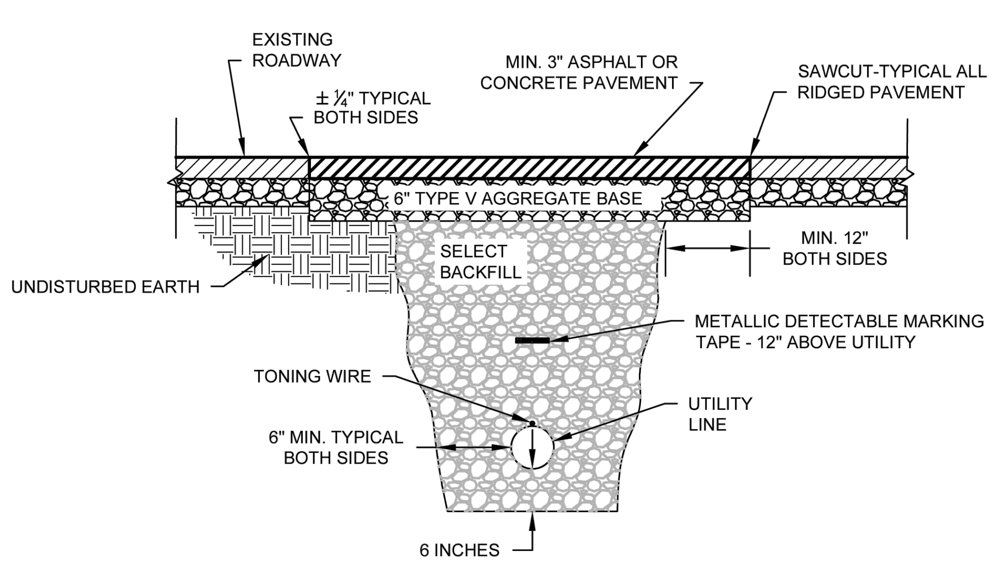
Date Revised: MARCH, 2023	CITY OF OSAGE BEACH TYPICAL DETAIL STANDARD PRECAST MANHOLE	Design Guideline: SECTION 3
By: NCW		SEWERAGE DESIGN
Checked By: DPV		Drawing No.: III-4



Date Revised: AUG., 2008	CITY OF OSAGE BEACH TYPICAL DETAIL FLAT TOP MANHOLE	Design Guideline: SECTION 3
By: jdb		SEWERAGE DESIGN
Checked By: nle		Drawing No.: III-5



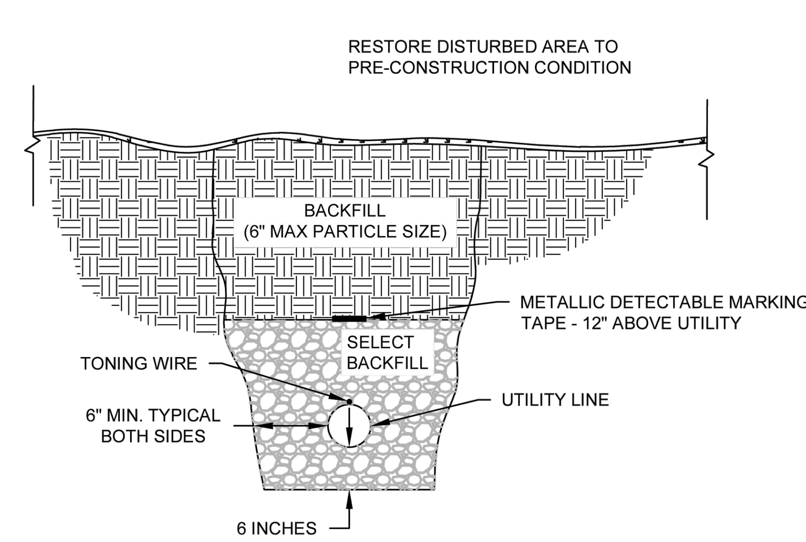
Date Revised: Oct., 2004	CITY OF OSAGE BEACH TYPICAL DETAIL MANHOLE INVERT DETAIL	Design Guideline: SECTION 3
By: sh		SEWERAGE DESIGN
Checked By: JB		Drawing No.: III-6



NOTE: SAWCUT SHALL BE CONTINUOUS WITH SMOOTH, TAPERED TRANSITIONS IN WIDTH IN ORDER TO MAINTAIN A CONSISTENT PAVEMENT RESTORATION WIDTH.

Date Revised: APRIL 2014	CITY OF OSAGE BEACH TYPICAL DETAIL UTILITY TRENCH PARALLELING CITY ROADWAY	Design Guideline: SECTION 6
By: JMY		ROAD CUTS, UTILITY TRENCHES, AND EXCAVATION
Checked By: SLB		Drawing No.: VI-4

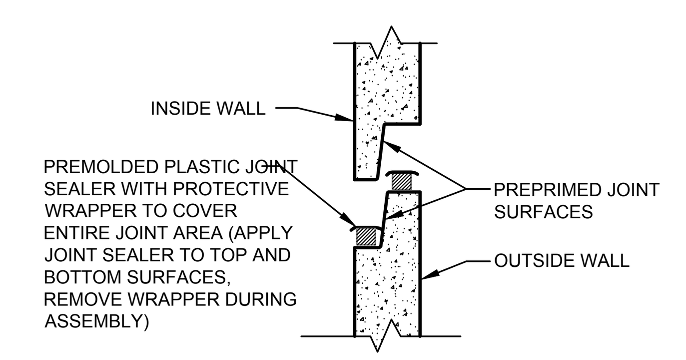
NOTE: THE MINIMUM DEPTH OF COVER VARIES PER UTILITY. REFER TO INDIVIDUAL SECTION FOR COVER REQUIREMENTS.



Date Revised: APRIL 2014	CITY OF OSAGE BEACH TYPICAL DETAIL UTILITY TRENCH OUT OF TRAFFIC AREA	Design Guideline: SECTION 6
By: JMY		ROAD CUTS, UTILITY TRENCHES, AND EXCAVATION
Checked By: SLB		Drawing No.: VI-5

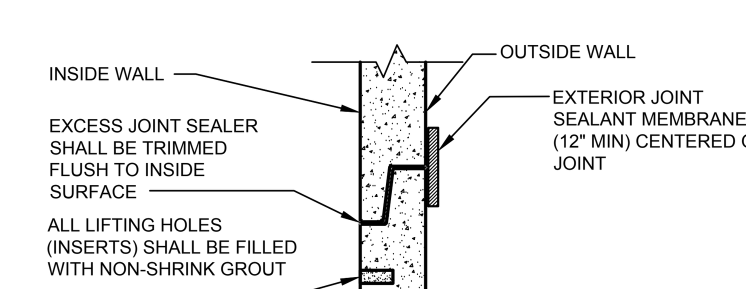
GENERAL NOTES:

1. ALL PIPE BEDDING AND GRANULAR BACKFILL MATERIAL SHALL BE 3/4" MINUS CRUSHED LIMESTONE AND SCREENINGS



JOINT ASSEMBLY DETAIL

SCALE: N.T.S.



COMPLETED JOINT DETAIL

SCALE: N.T.S.

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11/1/24

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CITY OF OSAGE BEACH
CAMDEN COUNTY, MISSOURI
MARGARITAVILLE SANITARY MAIN RELOCATION AND ELEVATION

CIVIL DETAILS

DATE: 10/04/2024

DESIGNED: CFW
DRAWN: MLM
CHECKED: CFW

HS JOB NO. 2313501

SHEET 6 OF 6

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BID OPENING

Margaritaville Sewer

January 8, 2025

2:00 p.m.

The following bids were opened by Tara Berreth and witnessed by Angie Bouwens

Bidder Name	**Amount of Bid**
1st Choice Septic Pumping LLC	**$140,444.91**
Four Season Plumbing	**$67,659.00**

Osage Beach, Missouri
Margaritaville Sewer Relocation

Item	Item Description	Unit	Quantity	Engineer Estimate		1st Choice Pumping LLC		Four Seasons	
1	Clearing	ACRE	0.3	$ 6,000.00	$ 1,800.00	$ 6,500.00	$ 1,950.00	$ 2,780.00	$ 834.00
2	Tree Removal	EA	6	$ 2,500.00	$ 15,000.00	$ 650.00	$ 3,900.00	$ 713.33	$ 4,279.98
3	Pipe Sewer - 12 inch PVC	LF	213	$ 50.00	$ 10,650.00	$ 36.62	$ 7,800.06	$ 31.94	$ 6,803.22
4	Pipe Bedding	CY	85	$ 60.00	$ 5,100.00	$ 22.00	$ 1,870.00	$ 28.82	$ 2,449.70
5	Rock Excavation	CY	45	$ 75.00	$ 3,375.00	$ 289.00	$ 13,005.00	$ 94.56	$ 4,255.20
6	Excavation	CY	160	$ 75.00	$ 12,000.00	$ 41.00	$ 6,560.00	$ 101.50	$ 16,240.00
7	Trench Backfil l	CY	50	$ 12.00	$ 600.00	$ 78.00	$ 3,900.00	$ 103.20	$ 5,160.00
8	Manhole	EA	2	$ 3,500.00	$ 7,000.00	$ 1,690.00	$ 3,380.00	$ 2,004.50	$ 4,009.00
9	Manhole Frame and Cover	EA	2	$ 1,500.00	$ 3,000.00	$ 1,690.00	$ 3,380.00	$ 771.50	$ 1,543.00
10	Asphalt Pavement Removal and	SY	45	$ 155.00	$ 6,975.00	$ 433.00	$ 19,499.85	$ 57.11	$ 2,570.00
11	Granualr Backfill	CY	25	$ 60.00	$ 1,500.00	$ 104.00	$ 2,600.00	$ 200.80	$ 5,020.00
12	Connection to Existing Pump Station	EA	1	$ 6,000.00	$ 6,000.00	$ 21,000.00	$ 21,000.00	$ 2,685.00	$ 2,685.00
13	Bypass Pumping	LS	1	$ 45,000.00	$ 45,000.00	$ 9,100.00	$ 9,100.00	$ 3,856.00	$ 3,856.00
14	Site Protection and Restoration	LS	1	$ 35,119.00	$ 35,119.00	$ 19,500.00	$ 19,500.00	$ 4,808.00	$ 4,808.00
15	Mobilization	LS	1	$ 8,000.00	$ 8,000.00	$ 23,000.00	$ 23,000.00	$ 1,200.00	$ 1,200.00
	Total				$ 161,119.00		$ 140,444.91		$ 67,659.00

AGREEMENT

THIS AGREEMENT, made and entered into this ___________ day of________________________, 20____, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and _________________ ______________________ a ____________________ of ____________________ Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

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

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

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

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

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

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

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

Margaritaville Sewer Relocation

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

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within 90 days consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

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

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

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

SIGNATURE: ATTEST:

____
Owner, Party of the First Part

____
City Clerk

By ______________________________________
Name and Title

(SEAL)

* *

LICENSE or CERTIFICATE NUMBER, if applicable ____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

____
Contractor, Party of the Second Part

By ______________________________________
Name and Title

IF A CORPORATION ATTEST:

____
Contractor, Party of the Second Part

____
Secretary

By______________________________________
Name and Title

(CORPORATE SEAL)

STATE OF______________________________
COUNTY OF____________________________

On This _______ day of _____________________, 20____, before me appeared __________________ to me personally known who, being by me duly sworn, did say that he is the _______________________of _____ ____and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its board of directors, and said ____________________________ acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)

My commission Expires: ______________________

____
Notary Public Within and For Said County and State

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANT.	UNIT PRICE	TOTAL COST
1	Clearing	ACRE	0.3	2780.00	2780.00
2	Tree Removal	EA	6	713.33	4280.00
3	Pipe Sewer - 12 inch PVC	LF	213	31.94	6803.00
4	Pipe Bedding	CY	85	28.82	2450
5	Rock Excavation	CY	45	94.56	4255.00
6	Excavation	CY	160	101.50	14,240.00
7	Trench Backfill	CY	50	103.20	5160.00
8	Manhole	EA	2	2004.50	4009.00
9	Manhole Frame and Cover	EA	2	771.50	1543.00
10	Asphalt Pavement Removal and Replacement	SY	45	57.11	2570.00
11	Granualr Backfill	CY	25	200.80	5020.00
12	Connection to Existing Pump Station	EA	1	2485.00	2485.00
13	Bypass Pumping	LS	1	3856.00	3856.00
14	Site Protection and Restoration	LS	1	4808.00	4808.00
15	Mobilization	LS	1	1200.00	1200.00

TOTAL BID AMOUNT: **(FIGURES)** 67,659.00

TOTAL BID IN WRITING: Sixty-seven thousand. six hundred fifty-nine dollars

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

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

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

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

IF A CORPORATION: Four Seasons Plumbing
Name of Corporation

By [signature] member
Signature & Title

Paula A Yost
Typed or Printed Name

ATTEST: [signature] (CORPORATE SEAL)
Secretary or Assistant Secretary Signature

Brittany Yost
Typed or Printed Name

Business Address of Bidder: 1125 Industrial DR
Osage Beach, MO 65065
Telephone No. 573-348-2093

If Bidder is a Corporation, supply the following information:

State in which Incorporated: Missouri

Name and Address of its: President Paula A Yost
1125 Industrial DR OSB, MO 65065
Secretary Brittany N Yost

CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

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

CERTIFICATION OF BIDDER

Bidder's Name Four Seasons Plumbing

Address 1125 Industrial DR OSB, MO

Internal Revenue Service Employer Identification Number 04-3653085

1. Participation in a previous contract or subcontract

   a. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause — X Yes ___ No.

   b. Compliance reports were required to be filed in connection with such contract or subcontract — X Yes ___ No.

   c. Bidder has filed all compliance reports due under applicable instructions, including SF-100. — X Yes ___ No.

   d. Have you ever been or are you being considered for sanction due to violation of executive order 11246 as amended. — ___ Yes X No.

2. Dollar amount of bid $ 47,659.00.

3. Anticipated performance period 10 days.

4. Expected total number of employees who will perform the proposed construction 2.

5. Non segregated facilities

   a. Notice to Prospective Federally Assisted Construction Contractors

      (1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the recipient prior to the award of a federally-assisted construction contract exceeding $10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.

      (2) Contractors receiving federally-assisted construction contract awards exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed $10,000 00 and are not exempt from the provisions of the Equal Opportunity Clause;

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

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

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

n/a
Name of Prime Contractor

GENERAL

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

SUBCONTRACTORS CERTIFICATION

Subcontractor's Name ______________________________

Address ______________________________

Internal Revenue Service Employer Identification Number ____________________

1. Participation in a previous contract or subcontract

   a. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause ______ Yes _____No.

   b. Compliance reports were required to be filed in connection with such contract or subcontract ______ Yes _____No.

   c. Subcontractor as filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964? ______ Yes _____No.

   d. If answer to item c is "No" please explain in detail on reverse side of this certification.

   e. Have you ever been or are you being considered for sanction due to violation of executive order 11246 as amended. ______ Yes _____No.

2. Dollar amount of proposed subcontract $______________.

3. Anticipated performance period ____________________.

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

5. Non segregated Facilities

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

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

CITY OF OSAGE BEACH, MISSOURI

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, "the Bidder", Four Seasons Plumbing a corporation X, individual_____, partnership____, joint venture___, of the State of Missouri, qualified to do business in the State of Missouri, as Principal, and "the Surety",_____________________________, of the State of __________, authorized to do business as surety in the State of Missouri, are hereby held and firmly bound unto the **CITY OF OSAGE BEACH, MISSOURI**, a third class City, "the Owner", as Oblige in the penal sum of three thousand, three hundred eighty-two & 95/100 Dollars ($ 3382.95), which represents five percent (5%) of the sum of the Bidder's Base Bid plus all alternates, for the payment of which the Bidder and the Surety hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly and severally, firmly by these presents in accordance with Missouri Law.

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

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

A. If the Owner makes demand on the Surety to perform in accordance with the Surety's obligations under this Bond, then the full amount of the Surety's obligation for default of the Principal shall be immediately due and payable to the Owner, and the Surety shall pay that sum without delay. Additionally, the Surety shall reimburse the Owner for all costs of collection, as provided in Instruction to Bidders.

B. The Surety, for value received, stipulates and agrees that the obligations of the Surety and its Bond shall be in no way impaired or affected by any extension of time within which the Owner may accept the Bid, and the Surety does, by this agreement, waive notice of any such extension.

C. It is the intention of the Bidder, Surety and Owner that the Surety shall be bound by all terms and conditions of the Bidding Documents and this Bid Bond. However, if any provision(s) of the Bid Bond is/are illegal, invalid or unenforceable, all other provisions of this Bid Bond shall nevertheless remain in full force and effect, and the Owner shall be protected to the full extent provided by Missouri Law.

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

CERTIFICATE OF PRINCIPAL
(BIDDER)

I, Paula Yost, certify that I am Owner of
(Name of person signing certificate) (Title of person signing Certificate)

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

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

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

Signed by the Authorized Officer or manager of the Bidder

Four Seasons Plumbing
Name of the Bidding Entity

(Corporate Seal)

VERIFICATION
(BIDDER)

STATE OF ______________________)
) SS
COUNTY OF ____________________)

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

Subscribed and sworn before me on this 8 day of January, 20 28

Notary Public Teresa Reed

My Commission Expires: 1-15-2028, 20 ___.

TERESA T REED
My Commission Expires
01-15-2028
NOTARY SEAL
Camden County
Commission # 24424778
NOTARY PUBLIC - STATE OF MISSOURI

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

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

State of Missouri)
)ss
County of Camden)

On this 8th day of January, 2025 before me appeared Paula Yost, personally known to me or proved to me on the basis of (name) satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

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

I am the owner (Position) of Four Seasons Plumbing (Name of Business Entity), and I am duly authorized Directed, and/or empowered to act officially and properly on behalf of this business entity.

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

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

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

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

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

Paula Yost
Affiant Signature

Subscribed and sworn to before me this 8 day of January, 2025.

Teresa Reed
Notary Public

My Commission Expires: 1-15-2028 Seal:

TERESA T REED
My Commission Expires 01-15-2028
NOTARY SEAL
Camden County
Commission # 24424778
NOTARY PUBLIC - STATE OF MISSOURI

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of January, 2025, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and Paula Vost a Four Seasons Plumbing Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

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

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

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

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

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

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

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

Margaritaville Sewer Relocation

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of sixty-seven thousand, six hundred fifty-nine + 00/100 for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within 90 days consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That Paula A Yost - Owner

Four Seasons Plumbing
(Name of Contractor)

1125 Industrial Dr Osage Beach, MO 65065
(Address of Contractor)

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

5% of total Bid ($3,382.95)
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

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

hereinafter called OWNER in the total aggregate penal sum of ______________________________

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the 8th day of January, 20 25, a copy of which is hereto attached and made a part hereof for the construction of:

Margaritaville Sewer Relocation

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

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

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

INSURANCE CERTIFICATION

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

Re: Insurance Coverage During Work On the
Margaritaville Sewer Relocation
in the City of Osage Beach, Missouri

Gentlemen:

The undersigned is an authorized representative of ____________________________

____

insuring company for ____

for and during the entire period of the project.

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

____
(Insurance Company) (Seal)

____
(Authorized Representative)

Date ____________________

*Certificate included

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/8/2025

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

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

PRODUCER Winter-Dent 101 E McCarty Jefferson City, MO 65101	CONTACT NAME: Candy L. Horn PHONE (A/C, No, Ext): (573) 606-8241 FAX (A/C, No): (573) 636-7500 E-MAIL ADDRESS: Candy.Horn@Winter-Dent.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Casualty Company	13021
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Four Seasons Plumbing, LLC
1125 Industrial Dr
Osage Beach, MO 65065

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			60503605	5/1/2024	5/1/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			60503605	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			60503605	5/1/2024	5/1/2025	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		60503605	5/1/2024	5/1/2025	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Leased Rented Equip			60503605	5/1/2024	5/1/2025		100,000

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

CERTIFICATE HOLDER	CANCELLATION
The City of Osage Beach 1000 City Parkway Osage Beach, MO 65065	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Rachael Tadsen

ACORD 25 (2016/03)

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

Four Seasons Plumbing
1125 Industrial Drive
Osage Beach, MO 65065
573-348-2093

Oakstar Bank
80-1915/865

34718

CHECKSAFE

1/8/2025

PAY TO THE ORDER OF City of Osage Beach $ **3,382.95

Three Thousand Three Hundred Eighty-Two and 95/100** DOLLARS

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

MEMO
Margaritaville Sewer Re-location 5% Bid Bond

AUTHORIZED SIGNATURE

HEAT SENSITIVE

Details on Back. Security Features Included

⑈034718⑈ ⑆086519159⑆ 1026434⑈

Four Seasons Plumbing 34718

City of Osage Beach 1/8/2025 3,382.95

First National Bank Margaritaville Sewer Re-location 5% Bid Bond 3,382.95

City of Osage Beach
Agenda Item Summary

Date of Meeting: February 20, 2025
Originator: Andrew Bowman, City Engineer
Presenter: Andrew Bowman, City Engineer

Agenda Item:
Bill 25-07 - An ordinance of the City of Osage Beach, Missouri, to amend the Missouri Highway and Transportation Commission State Block Grant Agreement for rehabilitate runway 4/22 and lighting to issuing the City amount no to exceed $3,990,569.00.
Second Reading

Requested Action:
Second Reading of Bill #25-07

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:
As soon as possible

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
The amended agreement with MoDOT obligates the funding for the next phase of the Runway Paving Project at the Lee C. Fine airport. The State Block Grant is a FAA grant which is administered through MoDOT and reimburses the City for eligible project expenses at 90%. The original agreement initially only provided funding for the design phase of the project. This amendment to the original agreement makes the funds available for the construction and construction inspection expenses for the construction phase of the project.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 25-07 is in correct form.

City Administrator Comments:
I concur with the department's recommendation.

BILL NO. 25-07 ORDINANCE NO. 25.07

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO AMEND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STATE BLOCK GRANT AGREEMENT, FOR REHABILITATE RUNWAY 4/22 AND LIGHTING TO ISSUING THE CITY IN THE AMOUNT NOT TO EXCEED $3,990,569.00.

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

Section 1. That the Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City the agreement with the Missouri Highways and Transportation Commission State Block Grant Agreement for rehabilitate runway 4/22 and lighting project as indicated in the attached agreement under the same or substantially similar terms and conditions ("Exhibit A").

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Three Million Nine Hundred Ninety Thousand Five Hundred Sixty Nine Dollars. ($3,990,569.00)

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

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

READ FIRST TIME: February 4, 2025 READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.07 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstain: Absent:

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

Date Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 25.07.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth City Clerk

CCO Form: MO18
Approved: 05/94 (MLH)
Revised: 08/23 (MWH)
Modified:

Sponsor: City of Osage Beach
Lee C. Fine Memoral Airport
Project No. 24-046B-1

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

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AMENDMENT TO STATE BLOCK GRANT AGREEMENT

AMENDMENT #1

THIS AMENDMENT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and **City of Osage Beach** (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the parties entered into an Agreement executed by the Sponsor on April 18, 2024, and executed by the Commission on **April 22, 2024**, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed **Two Hundred Forty-Three Thousand One Hundred Eighty-Five Dollars ($243,185)** to the Sponsor to assist with **Rehabilitate Runway 4/22 and Lighting;** and

WHEREAS, the Commission previously approved funds for **Rehabilitate Runway 4/22 and Lighting**; and

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with **Rehabilitate Runway 4/22 and Lighting**;.

WHEREAS, the Commission has sufficient funds to increase the grant amount for **Rehabilitate Runway 4/22 and Lighting**.

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

(1) ADDITIONAL GRANT: The Commission grants to the Sponsor an additional sum not to exceed **three million, nine hundred ninety thousand, five hundred sixty nine** Dollars **($3,990,569.00)** for **Rehabilitate Runway 4/22 and Lighting** subject to the following conditions:

(A) The Sponsor shall provide matching funds of not less than **four hundred forty three thousand, three hundred ninety six Dollars ($443,396.00)** toward the project in addition to those previously committed by the Sponsor in the Original

Agreement.

(B) The project will be carried out in accordance with the assurances (Exhibit 1) given by the Sponsor to the Commission as specified in the Original Agreement.

(C) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before **July 31, 2025**, or such subsequent date as may be prescribed in writing by the Commission.

(D) Based upon the revised project schedule, the original project time period of **May 1, 2024**, will be extended to **December 31, 2027**, to allow for completion of the work. Paragraph (2) of the Original Agreement is hereby amended accordingly.

(E) All other terms and conditions of the Original Agreement entered into between the parties shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

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

Executed by Sponsor on ___________________________________(date).

Executed by Commission on _______________________________(date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	City of Osage Beach
By:__________________________	By:______________________________
Title:__________________________	Title:______________________________
Attest:	Attest:
_________________________	By:______________________________
Secretary to the Commission	Title:______________________________
Approved as to Form:	Approved as to Form:
______________________________ Commission Counsel	By:______________________________
	Title:______________________________
	Ordinance No.:_____________________ (if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

City of Osage Beach

____
Name of Sponsor's Attorney (typed)

____
Signature of Sponsor's Attorney

Date ___________________________

City of Osage Beach
Agenda Item Summary

Date of Meeting: February 20, 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.

BILL NO. 25-04 ORDINANCE NO. 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 COORPERATIVE 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.

____

Michael Harmison, Mayor

____

Date

ATTEST:

____

Tara Berreth, City Clerk

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

CONTRACT NO.: CC232905001 **BUYER: Jennie Rees**
REQ NO.: N/A **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) X Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___IRS Tax-Exempt	
AUTHORIZED SIGNATURE [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.

<u>Contractor's Personnel</u>:

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, <u>Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization</u> 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, <u>Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization</u>.

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.

<u>Affidavit of Work Authorization and Documentation</u>:

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.

<u>Anti-Discrimination Against Israel Act Contractor Requirements</u>:

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, <u>Anti-Discrimination Against Israel Act Certification</u>, 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 _____________ (DAY) of ___________________ (MONTH, YEAR). I am commissioned as a notary public within the County of ________________ (NAME OF COUNTY), State of _______________________ (NAME OF STATE), and my commission expires on _________________ (DATE).

Signature of Notary	*Date*

<u>EXHIBIT A, continued</u>

(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) **<u>MEETS</u>** 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. <u>We have previously provided documentation to a Missouri state agency that affirms enrollment and participation in the E-Verify federal work authorization program.</u> 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	[signature]
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	E-Mail Address
Enterprise Fleet Management, Inc.	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; or persons or entities doing business in 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	[signature]
Authorized Representative's Name (Please Print)	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 ***Charter Number (if applicable)***	Enterprise Fleet Management, Inc. ***Company Name***
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. **Vendor Name**	MVD7JMKUWZG1 **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 leasst 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 Managment 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

enterprise
FLEET MANAGEMENT

GOVERNMENT CREDIT APPLICATION

Please complete all applicable items.

Company Name City of Osage Beach, Missouri Credit Applicant ______ Year Business Started ______

Street Address 1000 City Parkway City Osage Beach State MO Zip 65065

E-mail dlake@osagebeach.org Phone # (573) 302-2000 Fax # ______

Government Entity Type: ☐ State ☐ County ☒ City ☐ Other: ______

Type of Business City 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 ☐ Opinioned ☐ Internal

Published Annual Reports ☒ Yes ☐ No

Income Tax Returns (3 years) ☐ Yes ☐ No

Other Items Included: ______

Federal ID Number: ______

Fiscal Year End (Month): 12/31

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 # email

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 City of Osage Beach, Missouri (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
Michael Harmison	Mayor
Devin Lake	City Administrator

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: City of Osage Beach, Missouri

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.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to 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").

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(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

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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):

State of Vehicle Registration	Coverage
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 NN 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: City of Osage Beach, Missouri

Signature: ____________________

By: ____________________

Title: ____________________

Address: 1000 City Parkway
Osage Beach, MO 65065

Date Signed: ____________________, __________

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: ____________________

By: Nick Novotny

Title: Finance Director

Address: 5359 Merriam Drive
Merriam, KS 66203

Date Signed: ____________________, __________

Initials: EFM NN Customer________

enterprise

FLEET MANAGEMENT

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 City of Osage Beach, Missouri ("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 NN 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:	City of Osage Beach, Missouri	EFM:	Enterprise Fleet Management, Inc.
Signature:		Signature:	
By:		By:	Nick Novotny
Title:		Title:	Finance Director
Address:	1000 City Parkway Osage Beach, MO 65065	Address:	5359 Merriam Drive Merriam, KS 66203
Date Signed:	,	Date Signed:	,

Initials: EFM NN Lessee ________

enterprise
FLEET MANAGEMENT

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 City of Osage Beach, Missouri (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.

Initials: EFM NN______ Company________

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 $6______ 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: City of Osage Beach, Missouri

Signature: ______________________

By: ______________________

Title: ______________________

Address: 1000 City Parkway
Osage Beach, MO 65065
____

Date Signed: ______________________, ____________

EFM: Enterprise Fleet Management, Inc.

Signature: ______________________

By: Nick Novotny

Title: Finance Director

Address: 5359 Merriam Drive
Merriam, KS 66203
____

Date Signed: ______________________, ____________

Initials: EFM NN______ Company________

City of Osage Beach

Agenda Item Summary

Date of Meeting:	February 20, 2025
Originator:	Ron White, Building Official
Presenter:	Ron White, Building Official

Agenda Item:

Resolution 2025-03 - A resolution of the City of Osage Beach, Missouri, stating facts and reasons for the necessity to amend an increase in budget expenditures for the fiscal year 2025 for the purchase and installation of replacement HVAC components.

Requested Action:

Resolution #2025.03

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:

No - funds to cover this unplanned expense will come from anticipated savings in General Fund 10.

Budget Line Information (if applicable):

Budget Line Item/Title: 10-09-742203

FY2025 Budgeted Amount:	$25,000.00
FY2025 Expenditures to Date (MM/DD/YY):	$8,852.00
FY2025 Available:	$16,148.00
FY2025 Requested Amount:	$54,348.93

Department Comments and Recommendation:

During our bout with extreme cold in early January, the heat exchangers in both City Hall boilers cracked, resulting in a failed central heating system. 6 Mechanical service companies were contacted of which 3 visited the site and provided bids for repair and/or replacement of the boilers. Following the emergency purchasing policy, Mayor Harmison, City Administrator Devin Lake, and I decided the best option was a combination of services provided by the low bidder, Gold Mechanical. (see attached explanation and bids). The project was awarded to Gold Mechanical on January 28, 2025, to replace one boiler now and one heat exchanger, when received. Additionally, the water in the loop must be filtered, tested for proper levels of glycol and inhibitor, and potentially chemically adjusted. The estimated total for this work is $54,348.00. If this amendment is approved, the amended budget amount for 10 09-742203 HVAC SYSTEM MAINTENANCE will be $79,348.93

City Attorney Comments:
Per City Code 110.230, Resolution 2025.03 is in correct form.

City Administrator Comments:
I concur with the department's recommendation.

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AN INCREASE IN BUDGET EXPENDITURES FOR THE FISCAL YEAR 2025 RELATING TO THE REPLACEMENT OF HVAC SYSTEM COMPONENTS.

WHEREAS, the heat exchanger in both City Hall boilers cracked, resulting in a failed central heating system requiring the replacement of one boiler and one heat exchanger, and;

WHEREAS, a budget amendment is necessary for the proper administration, documentation, and increased expense referenced above.

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

Section 1. The Board of Aldermen of the City of Osage Beach, Missouri hereby authorizes the increase in expenditures in the sum of Fifty-Four Thousand, Three Hundred Forty-Eight Dollars and Ninety Three Cents ($54,348.93) in the budget for the Fiscal Year 2025 for the additional funds necessary to purchase one boiler and one heat exchanger.

Section 2. This resolution shall be in full force and effect from and after its passage and approval.

I hereby certify that the above Resolution 2025-03 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows.

Ayes: Nays: Abstain: Absent:

Date

Michael Harmison, Mayor

Approved to form:

Cole Bradbury, City Attorney

Attest

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting:	February 20, 2025
Originator:	Ron White, Building Official
Presenter:	Ron White, Building Official

Agenda Item:
Bill 25-06 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 23.90 Adopting the 2024 Annual Budget, Transfer of Funds for Necessary Expenditures, for the replacement of HVAC System Maintenance for Components. *First Reading*

Requested Action:
First Reading of Bill #25-06

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

Deadline for Action:
Not Applicable

Budgeted Item:
No - Additional funds will be utilized from the bottom line of General Fund anticipated savings.

Budget Line Information (if applicable):
Budget Line Item/Title: 10 09-742203 HVAC SYSTEM MAINTENANCE

FY2025 Budgeted Amount:	$25,000.00
FY2025 Expenditures to Date (MM/DD/YY):	$8852.00 (02/12/2025)
FY2025 Available:	$16,148.00
FY2025 Requested Amount:	$54,348.93

Department Comments and Recommendation:
During our bout with extreme cold in early January, the heat exchangers in both City Hall boilers cracked, resulting in a failed central heating system. 6 Mechanical service companies were contacted of which 3 visited the site and provided bids for repair and/or replacement of the boilers. Following the emergency purchasing policy, Mayor

Harmison, City Administrator Devin Lake, and I decided the best option was a combination of services provided by the low bidder, Gold Mechanical. (see attached explanation and bids). The project was awarded to Gold Mechanical on January 28, 2025, to replace one boiler now and one heat exchanger, when received. Additionally, the water in the loop must be filtered, tested for proper levels of glycol and inhibitor, and potentially chemically adjusted. The estimated total for this work is $54,348.00. If this amendment is approved, the amended budget amount for 10 09-742203 HVAC SYSTEM MAINTENANCE will be $79,348.93. I recommend approval of this budget amendment.

City Attorney Comments:
Per City Code 110.230, Bill 25.08 is in correct form.

City Administrator Comments:
I concur with the department's recommendation.

BILL NO. 25-06 ORDINANCE NO. 25.06

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 24.93 ADOPTING THE 2025 ANNUAL OPERATING BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENDITURES, FOR REPLACEMENT OF HVAC SYSTEM MAINTENANCE FOR COMPONENTS

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

Section 1. That the 2025 Annual Operating Budget adopted as Ordinance No. 24.93 is hereby amended by appropriating additional funds or reducing appropriations as follows:

	Original Item	Amended Item
10-09-742203	$25,000	$79,348.93

Section 2. In all other respects the 2025 Annual Operating Budget adopted in Ordinance No. 24.93 remains in full force and effect.

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

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.06 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. 25.06.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

REQUEST FOR BUDGET AMENDMENTS / TRANSFERS - FY 2025

Refer to City Code Chapter 135.020.3: Budget and Financial Control – Budget Modification

Department: 10-09 BUILDING MAINTENANCE

Does this require Board of Aldermen Action? YES

If yes, proposed Board of Aldermen Meeting Agenda date: FEBRUARY 20, 2025

Deadline for Action: ______________ Proposed expenditure date: MARCH-APRIL 2025

AMENDMENTS:

ACCOUNT LINE ITEM #	10 09-742203
ACCOUNT LINE-ITEM TITLE	HVAC SYSTEM MAINENANCE
AMENDMENT AMOUNT	$54,348.93
ORIGINAL BUDGET	$25,000.00
AMENDED BUDGET (after amendment)	$79,348.93

REQUEST JUSTIFICATION AND EXPLANATION:

SEE ATTACHED EXPLANATION

TRANSFERS:

	TRANSFER FROM:	TRANSFER TO:
ACCOUNT LINE ITEM #		
ACCOUNT LINE-ITEM TITLE		
AMENDMENT AMOUNT		
ORIGINAL BUDGET		
REVISED BUDGET (after transfer)		

TRANSFER JUSTIFICATION AND EXPLANATION:

Department Manager: Ron White **Date:** 2/3/2025

City Administrator: Devin Lake **Date:** 2/4/2025

During our last bout with extreme cold, the heat exchangers in both City Hall boilers cracked. The cracked heat exchangers resulted in a failed central heating system. The cause is currently undetermined, but research / investigations will be ongoing.

As a result, I contacted 6 mechanical service companies, including our contract HVAC (preventative) maintenance contractor. 3 of the companies visited the site and all provided the same two options: 1. Replace the heat exchangers with a 6-8 week lead time following a commitment to purchase, or 2. Replace the entire boilers, currently in stock.

I received three bids.

Gold Mechanical

1. Replace Both Boilers $59,610.50
2. Replace Both Heat Exchangers $20,876.60
3. Replace One Boiler now and one Heat Exchanger when received $40,240.80

GEO Services LLC

1. Replace Both Boilers $71,834.80
2. Replace Both Heat Exchangers $41,574.96

Springfield Mechanical (SMSI)

1. Replace Both Heat Exchangers $38,056.12

In addition, regardless of the decision to repair or replace the boilers, the contaminated water must be removed, the loop flushed, and water tested for proper levels of glycol and inhibitor.

I have received estimates for this service from two companies.

GEO Services LLC $18,500.00

Gold Mechanical $8,680 - $14,108.00 (depending on required water conditioning)

I recommended we go with Gold Mechanical to provide option 3 and to complete the system flush. Contract was awarded 1/28. Total estimated expense is $48,920 - $54,348.

This will exhaust our HVAC System Maintenance budget (10 09-742203 - $25,000.00), necessitating additional funds, likely not available in 10-09, to cover the remainder of the expense.

City of Osage Beach
Agenda Item Summary

Date of Meeting:	February 20, 2025
Originator:	Tara Berreth, City Clerk
Presenter:	Zak Wilber, Public Works Operations Manager

Agenda Item:
Resolution 2025-04 - A resolution of the City of Osage Beach, Missouri, stating facts and reasons for the necessity to amend an increase in budget expenditures for the fiscal year 2025 to purchase an upgraded midsize dump truck.

Requested Action:
Resolution #2025-04

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:
Not Applicable

Budget Line Information (if applicable):
Based on previously approved expenditures and estimated upcoming dump truck purchases for the remainder of the year for Vehicle(s), a line item amendment is needed. Vehicle(s) increase is due to additional expenses associated with a more robust midsize dump truck.

	Org. Budget	Amended	Increase/(Decrease)
20-00-774265 Vehicle(s)	$636,384	$672,116	$35,732

Some savings have already been identified in the Transportation Fund and this amendment should not change the original budgeted use of the transportation reserves at this time.

During the budget drafts, we did a straight one for one replacement. After further discussions of our needs moving forward, we realized we are putting a lot of wear on the F550 using them the way we do and would like to transition to a more capable vehicle. We'll always need to keep a couple F550's in the fleet with all the narrow roads, but these larger trucks will be better for all the departments year-round. The truck should be able to get most places an F550 can, but we'll have more hauling capabilities, towing, salt holding, and a larger plow. The larger more robust frame will be better equipped for our hauling needs for all materials and not wear out as fast as the smaller dump trucks. Proposed dump truck (TRK 2) is attached for review.

Department Comments and Recommendation:

City Attorney Comments:
Per City Code 110.230, Resolution 2025-04 is in correct form.

City Administrator Comments:
I concur with the department's recommendation.

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AN INCREASE IN BUDGET EXPENDITURES FOR THE FISCAL YEAR 2025 TO PURCHASE AN UPGRADED DUMP TRUCK.

WHEREAS, the increase is due to additional expenses associated with the upgraded midsize dump truck, and;

WHEREAS, a budget amendment is necessary for the proper administration, documentation, and increased expense referenced above.

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

Section 1. The Board of Aldermen of the City of Osage Beach, Missouri hereby authorizes the increase in expenditures in the sum of Thirty-Five Thousand, Seven Hundred Thirty-Two Dollars a ($35,732.00) in the budget for Fiscal Year 2025 for the additional funds necessary to purchase one upgraded dump truck.

Section 2. This resolution shall be in full force and effect from and after its passage and approval

I hereby certify that the above Resolution 2025-04 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:

Date

Michael Harmison, Mayor

Approved to form:

Cole Bradbury, City Attorney

Attest

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting:	February 20, 2025
Originator:	Zak Wilber, Public Works Operations Manager
Presenter:	Zak Wilber, Public Works Operations Manager

Agenda Item:
Bill 25-08 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 24.93 Adopting the 2025 Annual Operating Budget, transfer of funds for necessary expenses for the purchase of an upgraded midsize dump truck. *First Reading*

Requested Action:
First Reading of Bill #25-08

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

Deadline for Action:
None

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
Based on previously approved expenditures and estimated upcoming dump truck purchases for the remainder of the year for Vehicle(s), a line item amendment is needed. Vehicle(s) increase is due to additional expenses associated with a more robust midsize dump truck.

	Org. Budget	Amended	Increase/(Decrease)
20-00-774265 Vehicle(s)	$636,384	$672,116	$35,732

Some savings have already been identified in the Transportation Fund and this amendment should not change the original budgeted use of the transportation reserves at this time.

City Attorney Comments:

Per City Code 110.230, Bill 25-08 is in correct form.

City Administrator Comments:
I concur with the department's recommendation.

BILL NO. 25-08 ORDINANCE NO. 25.08

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 24.93 ADOPTING THE 2025 ANNUAL OPERATING BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENDITURES, FOR PURCHASE OF AN UPGRADED MIDSIZE DUMP TRUCK

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

Section 1. That the 2025 Annual Operating Budget adopted as Ordinance No. 24.93 is hereby amended by appropriating additional funds or reducing appropriations as follows:

	Original Item	Amended Item
20-00-774265	$636,384	$672,116

Section 2. In all other respects the 2025 Annual Operating Budget adopted in Ordinance No. 24.93 remains in full force and effect.

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

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.08 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. 25.08.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

HENDERSON

PRODUCTS, INC.

400 W. SAINT EUNICE RD.
FULTON, MO 65251
PHONE: 573-826-2911
FAX: 573-826-2912

To: PREMIER TRUCK GROUP - COLUMBIA
Attn:
Quote Date: 1/27/2025
Valid Until: 4/27/2025

Quoted By: Cole Bruemmer
Phone: 563-927-2828
Cell:
Fax: 563-927-2521
Email: cbruemmer@hendersonproducts.com

Quoted:

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

HPI MarkE

COUNTRY/LANGUAGE: **USA/ENGLISH**
FAMILY: **MARK E, CLASSIC**
FLOOR LENGTH: **10' FLOOR LENGTH**
SIDE HEIGHT: **30" SIDE HEIGHT**
BODY MATERIAL(SIDES/HEADSHEET): **10GA 201SS SIDES/HEADSHEET**
SIDE BRACES: **(1) 10GA 201SS WELD ON SIDE BRACE**
TOP RAIL/RUB RAIL MATERIAL: **10GA 201SS TOP & RUB RAILS**
REAR BOLSTER HEIGHT: **8" BOLSTER, 2-1/8" POCKETS**
REAR BOLSTER MATERIAL: **10GA 201SS REAR BOLSTERS**
FRONT BOLSTER: **NO FRONT BOLSTERS**
FLOOR MATERIAL: **3/16" AR400 FLOOR**
HOIST TYPE: **PIN TO PIN HOIST, SA**
CYLINDER MODEL: **T-SERIES, PIN TO PIN, 1YR WTY**
HOOKLIFT A-FRAME: **NON-HOOKLIFT**
HOIST MOUNT TYPE: **STANDARD WIDTH CRADLE**
INSTALL HOIST & CRADLE: **UPFITTER INSTALLED H&C**
LONGSILLS: **8" I-BEAM LONGSILLS, SKIP WELD**
BODY HINGE MAINTENANCE: **GREASEABLE PINS, NO BUSHINGS**
TAILGATE STYLE: **CONFIGURABLE STANDARD TAILGATE**
TAILGATE SHEET MATERIAL: **7GA 201SS TAILGATE SHEET**
TAILGATE LINER: **NO TAILGATE LINER**
COAL CHUTE: **NO COAL CHUTE**
TAILGATE BRACE: **1 HORIZONTAL TAILGATE BRACE**
TAILGATE LIFT STYLE/LOCATION: **SINGLE CENTERED D-RING, TOP BRACE**
TAILGATE RELEASE & CONTROL: **DOUBLE ACTING, SS BUSHING, TG RELEASE**
TAILGATE HINGE: **STD, 1-1/4" PIN, 1" PLT**
TAILGATE CHAINS: **ZINC TAILGATE CHAINS**
BOLSTER CHAIN HOOKS: **BANJO CHAIN HOOKS INSTALLED**
HORIZONTAL J-HOOKS: **HORIZONTAL J-HOOKS**
TAILGATE PIN LANYARDS: **NO TAILGATE PIN LANYARDS**
TAILGATE AIR VALVE: **UPFITTER SUPPLIED TAILGATE AIR VALVE**
LUBRICATION: **GREASELESS PINS, JAWS, & SHAFT**
CABSHIELD STYLE/WIDTH/OVERHANG: **WELD-ON,22"x86", NO TARP SHROUD**
CABSHIELD MATERIAL: **201SS, 10GA PANEL, 7GA ENDS**
CABSHIELD INSTALLATION: **CABSHIELD SHIPS LOOSE**
CABSHIELD OFFSET: **OFFSET NOT APPLICABLE**

CABSHIELD LIGHTING: **CS LIGHTS, 1 EACH 45 DEGREE CORNER**
ASPHALT LIP: **CUSTOM ASPHALT LIP**
CUSTOM ASPHALT LIP: **152496.201**
SIDE BOARDS: **NO SIDEBOARDS**
SIDE LADDER LOCATION: **NO LADDER**
SIDE LADDER TYPE: **NO LADDER**
BODY STEPS: **NO INTERIOR STEPS**
RUB RAIL LIGHTING: **NO RUB RAIL LIGHTING**
REAR BOLSTER MARKER LIGHTING: **2.5" RED REAR BLSTR LIGHT**
REAR FACING REAR BOLSTER LIGHT: **2 OBROUND LIGHT**
LIGHTING ADD ONS: **NO WELD-ON LIGHT BOX**
LIGHTING PACKAGE: **UPFITTER SUPPLIED LIGHT PACK**
PWS TANKS: **NO PREWET TANKS**
PREWET PREP: **NO PREWET BOX BRACKET**
WALK RAILS: **NO WALK RAILS**
TARP RAILS: **NO TARP RAILS**
VIBRATOR LOCATION: **VIBRATOR PAD BETWEEN LONGSILLS**
TGS INSTALLATION: **NO FACTORY INSTALLED TGS**
TGS INTEGRATION: **NO TGS SPILL SHIELDS**
TGS/ASPHALT LIP MOUNT HOLES: **MOUNT HOLES IN BOLSTER**
FINISH PREP: **WASH & PRIME MILD PARTS ONLY**
PAINT/FINISH: **NO FINISH**
NOTE 1:: **NO ADDITIONAL CUSTOM OPTIONS**
NOTE 2:: **NO ADDITIONAL CUSTOM OPTIONS**
NOTE 3:: **NO ADDITIONAL CUSTOM OPTIONS**
NOTE 4: **NO ADDITIONAL CUSTOM OPTIONS**
NOTE 5: **NO ADDITIONAL CUSTOM OPTIONS**
NOTE 6: **NO ADDITIONAL CUSTOM OPTIONS**
NOTE 7: **NO ADDITIONAL CUSTOM OPTIONS**
NOTE 8: **NO ADDITIONAL CUSTOM OPTIONS**

FSH salt / sand spreader

Spreader Model: **FSH-I Salt/Sand Spreader**
Hopper length: **9'**
Hopper material: **201SS - 10 GA sides/ends, 7 GA sills/floor**
Capacity: **FSH-I 48" (5.1 CY) w/ formed chain shields**
Conveyor: **Pintle chain, 1/4" x 1 1/2" crossbars**
Gearcase: **50:1 ratio, 1.5" shaft, 6 tooth sprockets**
Chute type: **Standard Dump Over Chute Same Material as Hopper**
Spinner disk: **Standard disk with Stainless Vanes**
Inverted vee: **Inverted vee, 201ss**
Install inverted vee: **Install at factory**
Screen type: **Std. top grate screens**
Install top grate screens: **Install at factory**

HENDERSON
PRODUCTS, INC.
400 W. SAINT EUNICE RD.
FULTON, MO 65251
PHONE: 573-826-2911
FAX: 573-826-2912

Reversible snow plow

Plow Length: **10' length**
Moldboard Trip: **Full trip with 2 external compression springs**
Pushframe Type: **Standard Circle Frame with Top Mount Cylinders**
Moldboard Height: **36" height**
Moldboard Shield: **Standard shield**
Moldboard Sheet Material: **10 GA GR50 steel (standard)**
Hydraulic Cylinders: **3" x 1 1/2" x 10" reversing nitrided cylinders**
Paint: **Henderson Orange**
12" Rubber Deflector: **Yes, w/ SS Backer**
Install Rubber Deflector: **Yes**
36" Plastic Side Markers, Pair: **Yes**
Parking Jack, Screw Adjustable: **Yes**
Install Parking Jack: **Yes**
Cutting Edge: **3/4" x 6" Carbide cutting edge with cover blade**
Hitch, Plow Portion: **Pin hitch**
Plow portion hitch width: **30.5"**
Plow Portion Installed on Plow: **Yes**
Hitch, Truck Portion: **See HPH or HCH for Truck portion hitch**
Custom Option Fields: **No Custom Options Required**

Snow Plow Hitch

Reversing Cylinder Style: **None or Top mount reversing cylinders**
Plow Portion Hitch: **Plow portion picked under plow**
Hitch, Truck Portion: **Pin hitch, low profile, 30.5"**
Bumper to Frame Mounting Kit: **No, upfitter supplied mounting**
Hydraulic Lift Cylinder: **3" x 2" x 10" Double Acting Nitrided Lift Cylinder, std**
High Pressure QD System: **No High Pressure QD System**
Holding Valve for Lift Cylinder: **No Holding Valve For Lift Cylinder**
Custom Options: **No Custom Options Required**

Spreader Stand

Product: **Stand For FSH**
Stand Type: **IS (Bolt On) Stand w/Trunnion Latch**
Prewet: **8'-16' FSH W/No Prewet**
Material: **SS Construction**
Legs: **Heavy Duty Legs**
Install: **Stand & Chute Mounted To V-Box**

Installation Workup

Facility: **IDC-MO**
Chassis Delivery To Henderson: **Truck Dealer/Customer Delivers**

400 W. SAINT EUNICE RD.
FULTON, MO 65251
PHONE: 573-826-2911
FAX: 573-826-2912

Completed Truck Delivery Method: **Customer Pick-Up**

Hitch Type: **Low Profile or Manual Tilt Type Hitch**
Mount Type: **Cheek Plate Mount Kit (Select type below)**
Mount Kit Model (Req'd): **Low Pro/MT Ck Plt Kit (No Wng, 34"w Full Frame)**
Front Bumper: **OEM Bumper Cut and Split**

Front Plow Type: **Standard Henderson Plow**
Plow Markers (Front Plow): **IDC Install of fact supplied markers, sales to order w/ unit**
Rubber Deflector Install: **Supplied/Installed @ Factory, sales to order w/ unit**
Plow Jack Install: **Supl'd/Instl'd on plow @ Factory, Sales order with unit**

Dump Body Type: **Mark E Single Axle**
Floor Length: **(11') floor length**
Hoist Type: **Pin to Pin Hoist no Subframe**
Cylinder Type: **Single Acting**
Body Material (Sides/ends): **Stainless Steel Type Body Material**
Tailgate Release Type: **Factory supplied air over air valve release**
Pressure Protection Valve: **Direct to air tank valve (All except Int, Mack & Volvo)**
Cabshield Install: **Supl'd by fact, welded to body @ IDC, sales to order w/ unit**
Asphalt Lip (FF Only): **Supld by Fact, instll @ IDC, Bolt On (Sales order with unit)**
Step(s): **Supplied and install @ IDC (select from step options below)**
Step QTY: **2**
Step 1 Type: **SS Serrated 18" Step (For Flat Surface)**
Step 1 Location: **Driver Side Rear, outside**
Step 2 Type: **SS Serrated 18" Step (For Flat Surface)**
Step 2 Location: **Driver Side Rear, outside**
Vibrator: **Cougar Vib, DC2700 kit, 50' cable, SA (order vib pad w unit)**
Sideboards: **Wood (Un-Painted), supplied/installed by IDC**

Sideboard Notes:

Tarp Brand: **US Tarp (order 86" c/s if using integral shield)**
Tarp System: **Electric Tarp, Bullet Proof Arms, w/ Wind Deflector**
Tarp Material: **Black Vinyl (Asphalt rated)**
Tarp Length: **13' Body Length or Shorter (BV, US)**
Weld-On Winches: **Qty 4 Weld-on Winches, Mild (w/4" x 60" straps)**
Body Install Options 1: **STEPS NEED TO BE PUT IN BETWEEN BRACES**

Body Spec Notes:

Spreader Type: **FSH**
FSH Drive Type: **Hydraulic**
FSH Mount Type: **Slip in Mount**
Slip in Tie Downs: **Factory Hold down kit (Sales to order with unit)**

Trunnion Latch: **Install Fact Sup'ld Trun Latch Bar, sales to order with unit**
FSH Spinner Configuration: **Standard Spinner install**

Chassis Accessories: **Yes (SELECT RELATED OPTIONS BELOW)**
Mudflaps (Rear): **Stationary w/Logo**
Mudflap Type (Rear): **36" Stationary, SS (with LOGO)**
Pintle Plate: **Yes (select from options below)**
Pintle Plate Configuration: **3/4" Plate, PH20/45 Holes, SA w/ SubFrm (3LTC)**
Pintle Plate D-Rings: **Qty (2) 3/4" D-rings**
Pintle Hook: **45 Ton**
Trailer Plug (1): **7 Pin Trailer Plug, Truck end 7-Way RV,new style (municipal)**
Truck Wash: **Complete Truck Wash/Clean/Vac 1**
Warranty: **Standard 1 Year Warranty**
Inspection: **Walk-around meeting only**
Install Touch-up: **Basic Installation Touch-Up**

Electrical: **Yes (SELECT RELATED OPTIONS BELOW)**
Power Distribution Panel: **Power Distribution Panel**
Misc Electrical Supplies: **Req'd Misc Elect Supplies**
Plow Lights: **Plow Lts, LED, Heated, Tlite, Round, Pair**
Plow Light Brackets: **Plow Lt Brckts, SS, FRTLNR/Western Star/Other, Pair**
Worklight(s) QTY: **(QTY 1) Work Light (Select type below)**
Worklight (1) Type: **LED, Worklight, 4in Round (Optilux)**
Worklight (1) Gen Location: **Rear Spinner**
Cabshield Warning Light Qty: **Qty 2 Lights (Order Holes with Unit)**
Cabshield Warning Lights: **QTY 2, 6" LED Oval Strobes, Amber (order holes w/unit)**
Cabshield Lighting Harness: **Cabshield Warning Lights Only (qty 2-6)**
Rear Dump Bolster (S/T/T): **LED S/T/T, kit (West) (order holes)**
Rear Dump Bolster (Back-up): **B/U Lights, Incan, Clear, Oval, pair (Order holes with body)**
Front Body Marker Light(s): **LED Front Body Marker Lights-(order holes w/ body)**
Back up alarm: **Backup Alarm, 102db**
Brake controller: **Brake Controller, Voyager Brake Controller**
Backbone & Wire Standoffs: **10' Backbone (For SA)**
Camera: **Optimo**
Camera Kit: **Camera Sys, 7" LCD 1 Camera, HD**
Electrical Install Opt 1: **REAR OF CABSHEILD FACING LOAD**
Electrical Install Opt 2: **Work light off of spreader facing spinner**
Electrical Install Opt 3: **FRONT MARKER LIGHTS INSTALLED FACING REAR OVER OVALS ILO OF**
Electrical Install Opt 4: **PICKED**

Electrical Spec Notes:

Hydraulics: **Full Hydraulic Package**
Hyd Supplier: **Force America (Select Pkg Below)**
Hyd Supplier (Spec): **QT001-2019519-1**
Controls Type: **Cable Controls**

Cable Qty: **5 Functions**
PTO Type: **Included in Hydraulics Package**
Reservoir Type: **Supplied With Hydraulics**
Valve Enclosure Type: **Supplied With Hydraulics**
Low Oil Shut Down: **Yes, included in Hyd Pkg**
High Temp Oil Shut Down: **Yes, included in Hyd Pkg**
Low Oil Indicator: **Yes, included in Hyd Pkg**
Quick Coupler Upgrade: **Standard Quick Couplers**

Hydraulics Notes:

Original package price: $110,596.20
Single package total: $111,616.00
Package(s): 1
Total: $111,616.00

Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and/or upfit.

Signed: ______________________________ **Date:** ______________________________

Quote notes:

Henderson offers a deposit program with additional discounts. Please contact your Henderson sales representative for more details.

All Terms and Conditions Apply. Terms of Sale Document available at:
http://www.hendersonproducts.com/assets/Terms_of_Sale.pdf

Purchase Agreement and Acknowledgement

Ver 4/2023

PREMIER TRUCK GROUP

Premier Truck Group of Columbia
1660 Jade Road
Columbia MO 65201
Phone: (573) 886-0188

Department: NEW
Contract Date: 01/07/2025
Deal Packet: DE-54666
Branch: 809
Salesperson: Mike Talleur

Bill To: PROS-026421
OSAGE BEACH PUBLIC WORKS
5757 CHAPEL DR
OSAGE BEACH MO 65065-3049
P:(573) 302-2020

PTG/SL-190-2-S (08/2023)

Ship To:
OSAGE BEACH PUBLIC WORKS
5757 CHAPEL DR
OSAGE BEACH, MO 65065-3049

Stock#:NA	VIN:TRK 1	New 2026 FREIGHTLINER 108SD PLUS	Price:	$104,034.00
Stock#:NA	VIN:TRK 2	New 2026 FREIGHTLINER 108SD PLUS	Price:	$104,034.00

Total Price	**$208,068.00**
Documentary Fee	$400.00
Total	**$208,468.00**
Net Total	**$208,468.00**

MY26 108SD SINGLE AXLE

CITY OF OSAGE BEACH SPEC IN LIEU OF MODOT SPEC , SOLICITATION # 1FB605CO25000217

BODY NOT INCLUDED

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO PURCHASERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES.
THIS NOTICE IS REQUIRED BY LAW.
The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Purchaser by the government, and is not required to be charged by the Dealer to the Purchaser.

THE UNDERSIGNED PURCHASER HEREBY OFFERS TO PURCHASE FROM YOU, THE DEALER, FOR THE STATED PRICE THE NEW VEHICLE(S) DESCRIBED HEREIN, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE AGREEMENT AND ACKNOWLEDGEMENT.
IMPORTANT: Read additional Terms and Conditions attached to this agreement.
EXECUTED BY THE PARTIES IN DUPLICATE, ONE COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER WHO ACKNOWLEDGES AND ACCEPTS, SUBJECT TO LIMITED WARRANTY, WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY AS SHOWN ON THE NEW VEHICLE OWNER'S WARRANTY REGISTRATION FORM.

Your business is always appreciated!

PURCHASER'S SIGNATURE TITLE DATE

ACCEPTED BY

CO-SIGNER'S SIGNATURE TITLE DATE

AUTHORIZED SIGNATURE

VENUE: It is agreed that this agreement is entered into in the State of Texas and is governed by the laws of the State of Texas.

City of Osage Beach
Agenda Item Summary

Date of Meeting: February 20, 2025
Originator: Tara Berreth, City Clerk
Presenter: Andrew Bowman, City Engineer

Agenda Item:
Bill 25-09 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a quit claim deed to WB Ozarks LLC. *First Reading*

Requested Action:
First Reading of Bill #25-09

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 a small 20x20 parcel in the back of Wobbly Boots' parking lot. For some reason long ago, we were included on a deed along with Osage Water Company. The City does not own any infrastructure in the area and both PW and the City Engineer have approved relinquishing our rights (which are partial) to this 400sf square.

Staff recommends approval.

City Attorney Comments:
Per City Code 110.230, Bill 25-09 is in correct form.

City Administrator Comments:
I concur with the department's recommendation.

BILL NO. 25-09 ORDINANCE NO. 25.09

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A QUIT CLAIM DEED TO WB OZARKS, LLC.

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

Section 1. That the Board of Aldermen of the City of Osage Beach has determined it is in the best interest of the City to authorize the Mayor to execute the Quit Claim Deed vacating an real estate no longer needed by the City.

Section 2. The vacation will not adversely affect adjacent properties or property owners in the immediate vicinity and is no further use to the City.

Section 2. That the Board of Aldermen hereby authorizes the Mayor to execute the Quit Claim Deed on behalf of the City of Osage Beach.

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

READ FIRST TIME:____________________ READ SECOND TIME:____________________

I hereby certify that the above Ordinance No. 25.09 was duly passed on ______________________, 2025 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. 25.09.

____

Michael Harmison, Mayor

____

Date

ATTEST:

____

Tara Berreth, City Clerk

QUIT CLAIM DEED

THIS INDENTURE, made on the ___ day of ________________________, A.D., TWO THOUSAND TWENTY FIVE by and between, **City of Osage Beach, Missouri,** ("Grantor") of the County of Camden, State of Missouri, party of the first part, and WB Ozarks, LLC, d/b/a WB, LLC, a Missouri limited liability company, ("Grantee") of the County of Camden, State of Missouri, party of the second part,

Grantee's mailing address is: ____

WITNESSETH: THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of **TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS** to it paid by the said party of the second part (the receipt of which is hereby acknowledged) does by these presents **REMISE, RELEASE, and FOREVER QUIT CLAIM** unto the said party of the second part, the following described lots, tracts or parcels of land, lying, being and situate in the County of Camden and State of Missouri, to-wit:

All that part of Tract 8 of "TUTTLE'S ACREAGES", a subdivision in Camden County, Missouri, according to the plat thereof on file and of record in the Office of the Recorder of Deeds, Camden County, Missouri, described as follows:

All that part of the Southwest Quarter of the Southeast Quarter of Section 1, Township 39 North, Range 16 West, described as follows: Commencing at a point on the Quarter section line 607.2 feet South from a stone marking the Northwest corner of the Southwest Quarter of the Southeast Quarter of said Section 1; thence continue South along said Quarter section line 250.7 feet to the Northwest corner of a tract of land deeded to Hazel Evans by deed recorded in Book 84, Page 259; thence South 87 degrees 11 minutes East along the North line of Hazel Evans property 142.5 feet, more or less, to the Westerly right of way line of Highway 54 as located in November 1966; thence northeasterly along said Westerly right of way 120.7 feet to an existing iron pin at the Easterly most corner of a tract of land conveyed to Shoney's Inc., in Book 354, Page 937 of the Camden County, Missouri warranty deed records; thence departing said right of way line North 51 degrees 46 minutes West, 220.0 feet to the point of beginning of the tract of land described herein; thence continue North 51 degrees 46 minutes West, 20 feet; thence South 38 degrees 14 minutes West, 20 feet;

thence South 51 degrees 46 minutes East, 20 feet; thence North 38 degrees 14 minutes East, 20.0 feet to the point of beginning.

Subject to all restrictions, reservations, conditions, easements and exceptions of record and to any roadways or power lines whether of record or not.

THIS DOCUMENT, INCLUDING LEGAL DESCRIPTION, WAS PREPARED BY CURRAN & ASSOCIATES, ATTORNEYS AT LAW, SOLELY UPON INFORMATION FURNISHED BY THE PARTIES OR THEIR AGENTS AND WITHOUT TITLE SEARCH OR EXAMINATION.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part and unto its successors and assigns forever; so that neither the said party of the first part nor its successors nor any other person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed the day and year above written.

GRANTOR:

City of Osage Beach, Missouri

By:___________________________	**By:___________________________**
Michael Harmison, Mayor	**Tara Berreth, City Clerk**

STATE OF MISSOURI)
)ss
COUNTY OF CAMDEN)

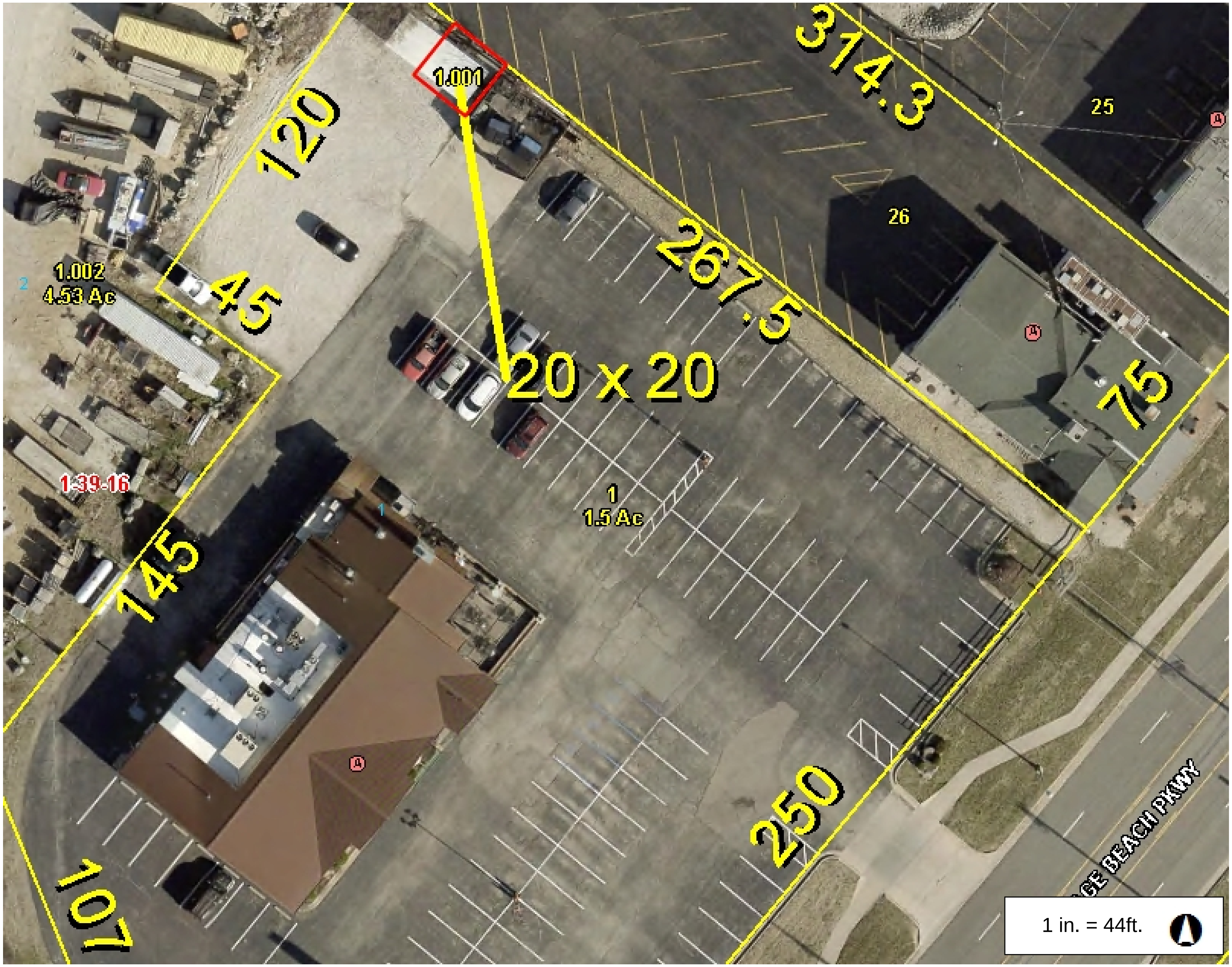
On this ___ day of _______________, 2025, before me, the undersigned, a Notary Public, personally appeared Michael Harmison, Mayor of Osage Beach, Missouri, and Tara Berreth, City Clerk of Osage Beach, Missouri, to me personally known and who executed the within easement, on behalf of the City of Osage Beach, Missouri, and acknowledged to me that they executed the same for the purposes therein stated.

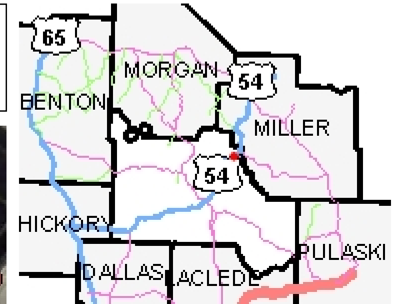
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Osage Beach, Missouri, the day and year last above written.

____
Notary Public

My Commission Expires:

Camden County, MO





Legend

Highway
- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway

Road

Address Point

Condo Point

Parcel

Corporate Limit Line

Land Hook
- DASHED LAND HOOK
- SOLID LAND HOOK

Original Lot

Section

County Boundary

Notes

88.7 0 44.36 88.7 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

City of Osage Beach

Agenda Item Summary

Date of Meeting: February 20, 2025
Originator: Andrew Bowman, City Engineer
Presenter: Andrew Bowman, City Engineer

Agenda Item:
Bill 25-10 - An ordinance of the City of Osage Beach, Missouri, authorizing the City Administrator to sign Change Order #2 (final) for the Osage Beach Parkway Extension Project. *First Reading*

Requested Action:
First Reading of Bill #25.10

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:
If and or when this Change Order is approved, the final pay application can be processed and the project can start on final close out procedures.

Budgeted Item:
No

Budget Line Information (if applicable):
Original Awarded Contract Amount = $498,919.30
Revised Contract Amount to Date = $500,369.30
Change Order No. 2 Amount = $857.48
Revised Contract Amount after CO No. 2 = $501,226.78

Department Comments and Recommendation:
This change order finalizes quantities for the project and adds contract time due to lack of availability of the lighting poles. This change order allows an additional 30 calendar days for the contract completion. The revised contract completion date is December 17, 2024. This change order adjusts lighting quantities due to a change in the wiring plan requested by Ameren. The contract plans included a new transformer to be installed for the project. Ameren requested that the contractor use an existing transformer for the power supply. This change requested by Ameren resulted in an underrun of the transformer but required an overrun of conduit and wire. The total change order amount is $857.48.

I recommend approval.

City Attorney Comments:
Per City Code 110.230, Bill 25-10 is in correct form.

City Administrator Comments:
I concur with the department's recommendation.

BILL NO. 25-10 ORDINANCE NO. 25.10

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A CHANGE ORDER #2 WITH CAPITAL PAVING, LLC FOR OSAGE BEACH PARKWAY EXTENSION PROJECT.

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

Section 1. The Board of Aldermen of the City of Osage Beach hereby authorizes the City Administrator to sign change order #2 with Capital Paving, LLC in a form substantially similar in terms and content contained in the Agreement attached to this ordinance as Exhibit "A."

Section 2. The change order allows an additional thirty (30) calendar days for the contract completion.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Eight Hundred Fifty-Seven Dollars and Forty-Eight Cents. ($857.48)

Section 4 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 5 This Ordinance shall be in full force and effect upon date of passage.

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.10 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstentions: Absent:

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

____________________ ________________________________

Date Tara Berreth, City Clerk

Approved as to form:

____

Cole Bradbury, City Attorney

I hereby APPROVE Ordinance No. 25.10.

____

Michael Harmison, Mayor

____

Date

ATTEST:

____

Tara Berreth, City Clerk

City of Osage Beach, Missouri

Change Order Details

21KC40016 OSAGE BEACH PKWY MODOT J5S3508 & LPA S402(601)

Engineering beyond.™

Description	Osage Beach Parkway extension to Executive Drive, approximately 0.12 miles south of the current south termination point of Osage Beach Parkway near Lazy Days Road.
Prime Contractor	Capital Paving & Construction, LLC PO Box 104960 Jefferson City, MO 65110-4747
Change Order	2
Status	Pending
Date Created	12/17/2024
Summary	Final quantities, Time extension, Lighting change

Change Order Description

- This change order finalizes quantities for the project and adds contract time due to lack of availability of lighting poles. This change order allows an additional 30 calendar days for the contract completion. The revised contract completion date is December 17, 2024.
- This change order adjusts lighting quantities due to a change in the wiring plan requested by Ameren. The contract plans included a new transformer to be installed for the project. Ameren requested that the contractor use an existing transformer for the power supply. This change required an overrun of conduit and wire and resulted in an underrun of the transformer.

Awarded Project Amount	$498,919.30
Authorized Project Amount	$500,369.30
Change Order Amount	$857.48
Revised Project Amount	$501,226.78

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1000 - ROADWAY									
0008	403-01.03	TONS	$138.000	309.300	$42,683.40	41.170	$5,681.46	350.470	$48,364.86
ASPHALTIC CONCRETE MIXTURE PG 70-22 (SP125C MIX)									
0009	403-03.06	TONS	$118.000	593.700	$70,056.60	-31.600	-$3,728.80	562.100	$66,327.80
ASPHALTIC CONCRETE MIXTURE PG 64-22 (SP250C MIX)									
0010	403-03.08	TONS	$118.000	548.100	$64,675.80	-16.010	-$1,889.18	532.090	$62,786.62
ASPHALTIC CONCRETE MIXTURE PG 70-22 (SP250C MIX)									
0012	606-10.60	LF	$28.000	919.000	$25,732.00	-25.000	-$700.00	894.000	$25,032.00
MGS GUARDRAIL									
0019	616-10.30	EA	$150.000	26.000	$3,900.00	-15.000	-$2,250.00	11.000	$1,650.00
TYPE III MOVEABLE BARRICADE									
0028	806-10.05	LF	$13.500	204.000	$2,754.00	-136.000	-$1,836.00	68.000	$918.00
ROCK DITCH CHECK									
0029	806-10.17	ACRE	$500.000	1.100	$550.00	-1.100	-$550.00	0.000	$0.00
TEMPORARY SEEDING & MULCH									
0030	806-10.19	LF	$3.000	780.000	$2,340.00	-105.000	-$315.00	675.000	$2,025.00
SILT FENCE									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 3000 - LIGHTING									
0040	901-71.10	LF	$1.000	1,500.000	$1,500.00	-380.000	-$380.00	1,120.000	$1,120.00
#10 RHH/RHW/USE									
Reason: This item was underrun because less quantity was required to run up each pole.									
0041	901-70.08	LF	$1.500	1,000.000	$1,500.00	1,250.000	$1,875.00	2,250.000	$3,375.00
#8 RHH/RHW/USE									
Reason: This item was overrun due to an underestimation in the original contract quantities and due to the change in the transformer location.									
0042	901-70.06	LF	$1.800	200.000	$360.00	2,050.000	$3,690.00	2,250.000	$4,050.00
#6 RHH/RHW/USE									
Reason: This item was overrun due to an underestimation in the original contract quantities and due to the change in the transformer location.									
0043	901-70.03	LF	$6.000	150.000	$900.00	300.000	$1,800.00	450.000	$2,700.00
3#3 USE									
Reason: This item was overrun due to the change in the transformer location.									
0044	901-30.02	LF	$12.000	550.000	$6,600.00	455.000	$5,460.00	1,005.000	$12,060.00
2" PVC									
Reason: This item was overrun due to an underestimation in the original contract quantities and due to the change in the transformer location.									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0047	902-42.95	EA	$6,000.000	1.000	$6,000.00	-1.000	-$6,000.00	0.000	$0.00

ELECTRICAL UTILITY TRANSFORMER AND CONNECTION

Reason: Due to a change of controller and transformer location, at Ameren's request, there was no longer the need for the Electrical Utility Transformer and Connection.

14 items			Totals		$229,551.80		$857.48		$230,409.28

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Calendar Days	90.0 Days	90.0 Days	30.0 Days	120.0 Days

Contract Completion

Reason: Contract extension due to material delays

1 time limit

THE CONTRACTOR IS HEREBY DIRECTED TO MAKE THE ABOVE CHANGES FROM THE CONTRACT.

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO:

CONTRACTOR

1/29/2025

Approved by Contractor's Authorized Representative - DATE

Kevin K. Marti 1/29/2025

Recommended by Engineer: DATE

Approved by Owner: DATE

Approved by MoDOT DATE

City of Osage Beach
Agenda Item Summary

Date of Meeting: February 20, 2025
Originator: Zak Wilber, Public Works Operations Manager
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:
Bill 25-11 - An ordinance of the City of Osage Beach, Missouri, authorizing the mayor to sign a contract with Schulte Supply for the Neptune fixed based AMI platform for an amount not to exceed $116,936.48. *First Reading.*

Requested Action:
First Reading of Bill #25-11

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: 30-00-774269 Tower & Well Improvements

FY2025 Budgeted Amount:	$413,744
FY2025 Expenditures to Date (02/10/25):	($0)
FY2025 Available:	$413,744
FY202 Requested Amount:5	$116,936.48

Department Comments and Recommendation:
The City is purchasing this fixed-based meter reading platform from Schulte Supply. Schulte Supply is our sole source supplier for all Neptune related products and we feel very comfortable with this vendor. The 3 gateways will be mounted on the Swiss, Bluff, and Passover water towers. The AMI platform will provide daily consumption history that will not only save work hours, but increase customer service. This purchase will come out of 30-00-774269 Tower & Well Improvements and cost the city $116,936.48. I do recommend approval.

City Attorney Comments:
Per City Code 110.230, Bill 25-11 is in correct form.

City Administrator Comments:
I concur with the department's recommendation.

BILL NO. 25-11 ORDINANCE NO. 25.11

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SCHULTE SUPPLY FOR NEPTUNE FIXED BASED AMI PLATFORM FOR AN AMOUNT NOT TO EXCEED $116,936.48.

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

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

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed One Hundred Sixteen Thousand Nine Hundred Thirty-Six Dollars and Forty-Eight Cents. ($116,936.48)

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

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

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.11 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. 25.11.

____

Michael Harmison, Mayor

____

Date

ATTEST:

____

Tara Berreth, City Clerk

Schulte Supply, Inc.
150 Neptune Ct
St. Peters MO 63376
636-387-5353 Fax 636-387-5383

Quotation

QUOTE DATE	QUOTE NUMBER
01/31/25	S1219082

ORDER TO:	PAGE NO
Schulte Supply, Inc. 150 Neptune Ct St. Peters MO 63376 636-387-5353 Fax 636-387-5383	1

QUOTE TO: 573-302-2020 Fax 573-302-2043
City of Osage Beach, MO
5757 Chapel Drive
Osage Beach, MO 65065

SHIP TO:
City of Osage Beach, MO
5757 Chapel Drive
Osage Beach, MO 65065

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
1731	AMI Upgrade / Oasge Be		Tom Brickey

WRITER	SHIP VIA	TERMS	BID DATE	FREIGHT ALLOWED
James Shepherd	FREE DELIVERY	NET 30 DAYS	08/30/24	Yes

ORDER QTY	PART NO	DESCRIPTION	Net Prc	Ext Prc
2636ea	54860	14099-114 (old 13980-204) Neptune 360 SAAS Platform AMi Annual Subscription for 2,501-5,000 Ser5vices ** Nonstock item **	3.430	9041.48
3ea	41761	13458-000 Neptune R900 Gateway Assy./Modem V4- Cellular One Year Warranty - Annual Maintenance Contract is $2,000.00 ** Nonstock item **	16560.000	49680.00
3ea	38015	13070-100 Neptune UPS Outdoor System Assembly - Wall/Pole Version ** Nonstock item **	5400.000	16200.00
3ea	27744	13146-100 Neptune R900 Gateway RF Antenna ** Nonstock item **	679.000	2037.00
3ea	38016	13147-000 Neptune External Cellular Antenna Mounting Kit ** Nonstock item **	826.000	2478.00
3ea	40090	Gateway Installation Gateway Installation is based on your finding a structure and there being a close power source. Installation includes all coax cable, coax connectors, wiring, and electrical hookup, etc. ** Nonstock item ** TAXES NOT INCLUDED	12500.000	37500.00

This is a Quotation.

Subtotal	**116936.48**
S&H CHGS	**0.00**
Amount Due	**116936.48**

Prices are subject to change without notice.
Applicable taxes extra.

City of Osage Beach
Agenda Item Summary

Date of Meeting: February 20, 2025
Originator: Cole Bradbury, City Attorney
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:
Bill 25-12 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a driveway and fence easement with Julia C Jansma and Jay Jansma Trustees of the Julia C Jansma Revocable Trust Dated July 25, 2012. *First Reading*

Requested Action:
First Reading of Bill #25-12

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 an easement requested by a homeowner who has constructed improvements (fence and driveway) over one of our sewer mains. The homeowner is now trying to sell and cannot convey the improvements because they are illegally on our property.

PW had no concerns with allowing the improvements to remain so long as they did not interfere with access to the main. The easement attached accomplishes that and helps our citizen.

Staff recommends approval.

City Attorney Comments:
Per City Code 110.230, Bill 25-12 is in correct form.

City Administrator Comments:
I concur with the department's recommendation.

BILL NO. 25-12 ORDINANCE NO. 25.12

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE DRIVEWAY AND FENCE EASEMENT WITH JULIA C. JANSMA AND JAY JANSMA, TRUSTEES OF THE JULIA C. JANSMA REVOCABLE TRUST DATED JULY 25, 2012.

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

Section 1. That the Board of Aldermen of the City of Osage Beach hereby authorizes the Mayor on behalf of the City of Osage Beach to execute the Driveway and Fence Easement, a true copy of which is attached hereto as Exhibit "A".

Section 2. That this Ordinance shall be in full force and effect upon date of passage.

READ FIRST TIME:____________________ READ SECOND TIME:____________________

I hereby certify that the above Ordinance No. 25.12 was duly passed on ______________________, 2025 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. 25.12.

____
Michael Harmison, Mayor

____
Date

ATTEST:

____
Tara Berreth, City Clerk

DRIVE WAY AND FENCE EASEMENT

THIS EASEMENT AGREEMENT made and entered into this ____ day of ______________________, 2024, by and between the City of Osage Beach, Missouri, (hereinafter referred to as "Grantor") whose address is 1000 City Parkway, Osage Beach, MO 65065, and Julia C. Jansma and Jay Jansma, Trustees of the Julia C. Jansma Revocable Trust dated July 25, 2012, (hereinafter referred to as "Grantee"), whose address is PO Box 254, Lake Ozark, MO 65049.

Grantor is a Missouri municipality controls the "Utility Easement" as shown on the plat of STONEBROOKE SUBDIVISION, a subdivision in Miller County, Missouri which lies adjacent to Lot Nos. 112 and 118 of STONEBROOKE SUBDIVISION.

Grantee is the owner of certain real property located in Miller County, Missouri, situated adjacent to the Utility Easement, more particularly described as follows, hereinafter, "Grantee's Property":

> **All of Lot No. 112 and Lot No. 118 of "STONEBROOKE SUBDIVISION", a subdivision of record in Miller County, Missouri, according to the plat thereof on file as Document No. 2003-3586 and at Plat Book A, page 603, Miller County Recorder's Office.**

WHEREAS, Grantor is desirous of granting to Grantee a non-exclusive, easement over and across the Utility Easement described below for Grantee's driveway and fence (the "Easement Area"). Said Easement Area being more particularly described as follows:

> **A portion of the Utility Easement lying westerly of Lots 112 and 118 of "STONEBROOKE", a subdivision of record in Miller County, Missouri, described as follows:**
>
> **BEGINNING at the Northwest Corner of said Lot 118; thence along the Westerly line of Lots 118 and 112, South 01 Degrees 18 Minutes 58 Seconds West a distance of 140.0 feet; thence departing said line, North 88 Degrees 41 Minutes 02 Seconds West a distance of 10.00 feet; thence**

North 01 Degrees 18 Minutes 58 Seconds East a distance of 90.0 feet; thence North 88 Degrees 41 Minutes 02 Seconds West a distance of 8.00 feet; thence North 01 Degrees 18 Minutes 58 Seconds East a distance of 50.00 feet to the Southerly right of way of College Boulevard; thence along said right of way South 88 Degrees 41 Minutes 02 Seconds East a distance of 18.00 feet to the Point of Beginning.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained the parties hereto do hereby agree as follows:

1. **Grant of Easement.** Grantor does hereby grant to Grantee a non-exclusive easement over and across the Easement Area, for purposes of a driveway for passenger vehicles and a fence for the benefit of Grantee and Grantee's successors and assigns.

2. **Purpose.** The purpose of this easement is to allow Grantee, Grantee's successors and assigns the non-exclusive right of use of the Easement Area. However, the use of the Easement Area to park vehicles may only be used for passenger vehicles and may not be used to park Recreational Vehicles, trailers, boats, or buses.

3. **Maintenance and Improvements.** Grantee shall be solely responsible for all costs of maintenance and repair associated with said Easement Area. In the event Grantor or its successors and assigns must remove Grantee's improvements on the Easement Area to allow for the maintenance of utility lines, Grantee or their successors and assigns shall be responsible for the cost to restore such improvements. Grantee acknowledges the Easement Area contains the 24-inch main sewer line that connects the City of Osage Beach Sands lift station to the city's sewage treatment plant.

4. **Amendment.** The parties hereto agree that the provisions of this Agreement may be modified or amended in whole or in part only by an instrument in writing executed and acknowledged by the parties hereto, their successors or assigns, and duly recorded in the Office of the Recorder of Deeds of Miller County, Missouri.

5. **Binding Agreement.** This agreement shall be deemed to be a covenant running with the land and shall be binding upon and inure to benefit of the successors and assigns of the parties hereto.

THIS DOCUMENT, INCLUDING LEGAL DESCRIPTION, WAS PREPARED BY CURRAN & ASSOCIATES, ATTORNEYS AT LAW, SOLELY UPON INFORMATION FURNISHED BY THE PARTIES OR THEIR AGENTS AND WITHOUT TITLE SEARCH OR EXAMINATION.

IN WITNESS WHEREOF the parties have hereunto executed this Easement Agreement the date and year first above written.

GRANTOR:

City of Osage Beach

By:___________________________	**By:___________________________**
Michael Harmison, Mayor	**Tara Berreth, City Clerk**

STATE OF MISSOURI)
)ss
COUNTY OF CAMDEN)

On this ___ day of _______________, 2024, before me, the undersigned, a Notary Public, personally appeared Michael Harmison, Mayor of Osage Beach, Missouri, and Tara Berreth, City Clerk of Osage Beach, Missouri, to me personally known and who executed the within easement, on behalf of the City of Osage Beach, Missouri, and acknowledged to me that they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Osage Beach, Missouri, the day and year last above written.

____
Notary Public

My Commission Expires:

GRANTEE:

The Julia C. Jansma Revocable Trust dated July 25, 2012

By:______________________________
Julia C. Jansma, Trustee

By:______________________________
Jay Jansma, Trustee

STATE OF MISSOURI)
)ss
COUNTY OF CAMDEN)

On this _____ day of _______________________, 2024, before me, __________________________, a Notary Public, personally appeared Julia C. Jansma and Jay Jansma, Trustees of the Julia C. Jansma Revocable Trust dated July 25, 2012, to me known, to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed as such Trustees.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Osage Beach, Missouri, the day and year last above written.

____
Notary Public

My Commission Expires:

City of Osage Beach
Agenda Item Summary

Date of Meeting: February 20, 2025
Originator: Tara Berreth, City Clerk
Presenter: Devin Lake, City Administrator

Agenda Item:
Bill 25-13 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with the State of Missouri, for an office for the Veterans Commission.
First and Second Reading

Requested Action:
First & Second Reading of Bill #25-13

Ordinance Referenced for Action:
Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:
Yes - The contract is set to start on March 1, 2025.

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:

City Attorney Comments:
Per City Code 110.230, Bill 25-13 is in correct form.

City Administrator Comments:
I was contacted by the Veteran's Commission late last year requesting to move back into the basement of City Hall. After researching if that space was still available and the costs associated with the space, I believe we can accommodate them to bring this service back to the Veteran's of our community. They would like to move back in on March 1st so I am proposing a 1st and 2nd reading. Cole has reviewed the contract, which is similar to the last contract, and is comfortable moving forward. Rent is set at $250 per month. I recommend approving this contract.

BILL NO. 25-13 ORDINANCE NO. 25.13

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE STATE OF MISSOURI, FOR AN OFFICE FOR THE VETERANS COMMISSION

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City contract with the State of Missouri, Department of Public Safety, Veterans Commission, for the lease of 260 Sq feet of space for use as a office for the Veterans Commission, under the terms set forth in the contract which is attached hereto as Exhibit "A" and is incorporated herein by reference.

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. 25.13 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. 25.13.

____

Michael Harmison, Mayor

____

Date

ATTEST:

____

Tara Berreth, City Clerk

STATE OF MISSOURI
LEASE OF REAL PROPERTY

THIS LEASE, No. 01511909, ("Lease") is made and entered into, as of the date last executed below, by and between City of Osage Beach (State of Missouri Vendor Number *****751505) ("Lessor"), and the State of Missouri, by the Office of Administration, Division of Facilities Management, Design and Construction ("Lessee").

The parties to this Lease covenant and agree as follows:

1. DEMISE OF PREMISES

(a) Lessor, in consideration of the covenants hereinafter set forth, hereby demises and leases to Lessee the following described premises:

Property located at 1000 City Parkway, Osage Beach (Camden County), Missouri, consisting of 260 sq. ft. ("Premises"):

(b) Lessor also grants to Lessee a license to utilize parking spaces located adjacent to the Premises or within a reasonable distance from the Premises.

2. TERM OF LEASE

(a) The initial period of this Lease shall commence March 1, 2025 and end June 30, 2025 ("Initial Term").

(b) Lessor grants Lessee the option to renew this Lease for two (2) successive one-year periods ("Renewal Periods").

(c) The expiration date of the final Renewal Period shall be June 30, 2027.

3. RENTS

(a) The annual rent shall be in the amount of **THREE THOUSAND DOLLARS AND NO CENTS ($3,000.00)**, payable monthly in arrears in the amount of **TWO HUNDRED FIFTY DOLLARS AND NO CENTS ($250.00).**

(b) Lessee shall make all rental payments in the manner designated by Lessor's representative on the vendor registration form submitted to Lessee. If Lessor's representative designates an individual or entity other than Lessor as the payment recipient on the vendor registration form and Lessee makes payment to the identified individual or entity, Lessor shall have waived any right to further payment by Lessee under this Lease.

4. RENEWAL TERMS

(a) Lessee shall be deemed to have exercised each applicable renewal option for the succeeding Renewal Period unless either party notifies the other, in writing, not less than sixty (60) consecutive calendar days prior to the expiration of the Initial Term or the applicable Renewal Period of its intent to terminate the Lease.

(b) Lessor grants to Lessee the option to extend the Lease for three (3) two-month periods ("Extension Periods") following the final Renewal Period at the same rental rate as paid during the final Renewal Period and subject to all of the same terms. Lessee must notify Lessor of its intent to exercise each Extension Period no later than 30 days before the expiration of the final Renewal Period or any Extension Period.

(c) In the event Lessee remains in possession of the Premises after the expiration date of this Lease without extending the Lease as set forth herein or without executing a new Lease, Lessee shall be deemed to be occupying the Premises as a lessee from month-to-month. All the terms of this Lease shall remain in effect insofar as they are applicable to a month-to-month tenancy.

5. CONSTRUCTION AND RENOVATION

(a) The Premises shall be prepared to the satisfaction of Lessee prior to occupancy.

(b) Lessor understands and agrees that all alterations, renovations and improvements made to the Premises during the term of the Lease shall be made in accordance with requirements of Missouri's Prevailing Wage Law (Sections 290.210 to 290.340, RSMo), and all other applicable laws.

6. SERVICES, FEES, AND ASSESSMENTS

(a) Lessor agrees to provide and pay for the utilities of water, sewer, steam, gas and electricity or other power at no cost to Lessee beyond the rental rate set forth above.

(b) Lessor agrees to provide and pay for janitorial services, equipment, supplies, and paper products such as restroom tissue and paper towels for spaces outside the Premises. Lessee is responsible for all such services on the Premises.

(c) Lessor shall furnish all interior and exterior lighting necessary outside the Premises, and shall provide and replace all florescent, incandescent and LED light bulbs. Lessee shall furnish such services on the Premises.

(d) Lessee shall be responsible for obtaining or installing and paying for any necessary telephone, internet or other communication services or systems.

(e) Lessor will provide and pay for general garbage and trash removal from the Premises.

(f) Lessor agrees to provide and pay for all necessary lawn care and maintenance of the grounds on or adjacent to the Premises.

(g) The use, operation and maintenance of any parking areas and/or sidewalks now or hereafter existing to serve the Premises are and shall remain under the supervision and control of Lessor. As part of the operation and maintenance of the parking areas and sidewalks, Lessor shall be responsible for promptly removing snow and ice from all parking areas and sidewalks that serve the Premises, regardless of whether Lessee and/or tenant(s) take steps to remove snow or ice. Lessor shall also repair the parking lots as needed and remove or cure any dangerous conditions or hazards. Lessor may designate parking spaces for Lessee's use.

(h) Lessor agrees to provide and pay for effective and safe pest control.

(i) Lessor agrees to pay for storm water assessments, ad valorem taxes and any other fees or assessments made in connection with the ownership, possession or use of the Premises.

(j) Lessor shall pay for any service charges for monitoring of fire alarm systems and phone lines within elevators required for compliance with life safety codes.

7. USE OF PREMISES

(a) Lessee agrees to use the Premises only for office space, unless Lessor approves an alternative use.

(b) Lessee may not otherwise assign or sublease its rights under this Lease without the written consent of Lessor.

8. ALTERATIONS AND IMPROVEMENTS BY LESSEE

(a) Any changes or alterations made by Lessee shall not weaken or cause structural injury to the Premises, and, upon termination or expiration of the Lease, Lessee shall return the altered part of the Premises to the condition existing prior to such change, alteration, installation, ordinary wear and tear excepted, if required by Lessor.

(b) Lessor shall permit Lessee to install communication systems necessary for the conduct of Lessee's business and such systems shall remain the property of Lessee. Upon termination of this Lease, any data or telecommunications wiring enclosed within the walls or ceiling shall become property of Lessor.

9. PREMISES MAINTENANCE

(a) Lessor shall, during the term of this Lease, maintain the exterior of the Premises in good condition and repair, and shall perform general maintenance and make repairs or replacements to all building elements, systems, equipment and fixtures promptly as becomes necessary. Lessor's maintenance obligation includes, but shall not be limited to, repair or replacement of the foundation, roof, floor slab, structural supports, exterior walls, windows, doors, electrical fixtures and equipment, HVAC systems, plumbing systems, sidewalks, parking lots, floor coverings, interior walls, ceilings, painting and decorating.

(b) Lessor shall inspect all emergency and exit lighting systems, fire extinguishers, and heat and smoke detectors annually, and shall repair or replace any malfunctioning systems or equipment. The inspecting agent shall maintain a record of inspections and provide a copy to Lessee promptly following each inspection.

(c) Lessor shall ensure that, at all times during the term of this Lease, the Premises are accessible, as defined by the Americans with Disabilities Act Standards for Accessible Design, and must follow the requirements of the most recent ADAAG Standards and all related regulations to the extent applicable to the Premises.

(d) Lessor may enter the Premises to inspect and to make any necessary repairs at reasonable times and with the prior approval of Lessee's authorized representative.

(e) In the event the Premises fall into disrepair due to Lessor's failure to maintain the Premises, Lessee shall notify Lessor in writing of the general nature of the disrepair. Lessor shall have fourteen (14) consecutive calendar days from the date of receipt such notice to take whatever measures are necessary to correct the disrepair to Lessee's reasonable satisfaction.

(f) If, at any time during the term of this Lease, Lessee determines that the Premises do not comply with applicable building codes, that the condition of the Premises is disruptive to the services and program delivery of Lessee, or the building is not safe for occupancy, Lessee shall notify Lessor of the unacceptable condition(s) and Lessor shall correct or temporarily mitigate the unacceptable condition(s) within twenty-four (24) hours of receipt of the notice. Lessor shall have any such unacceptable condition(s) fully and permanently corrected within five (5) consecutive calendar days of the date of receipt of the notice provided by Lessee, or within an extension period granted at the option of Lessee.

.

(g) If Lessor fails to correct disrepair within fourteen (14) days on more than one occasion or fails to remedy an unacceptable condition within five (5) days, Lessee may terminate this Lease without additional notice, vacate the Premises, and recover from Lessor any rent paid in advance for the period subsequent to the date that Lessee vacates the Premises, as well as the costs incurred by Lessee in vacating the Premises and in finding a new location.

10. DAMAGE OR LOSS OF PREMISES

(a) Lessee agrees to pay for any damage to the Premises caused by the acts of Lessee or its employees, ordinary wear and tear excepted.

(b) If the Premises or related or adjacent property or structures are damaged or destroyed by fire or other casualty so that the Premises become unusable or unsafe, the rent shall be abated or reduced in proportion to the remaining usable square footage, as mutually determined by Lessor and Lessee, until the Premises are restored by Lessor. Lessor shall not be obligated to repair or restore the Premises in the event of such damage. However, Lessor shall notify Lessee in writing of its intent concerning repair and restoration of the Premises within fifteen (15) calendar days after such damage. If Lessor elects not to repair or restore the Premises, or if Lessor elects to repair or restore the Premises but the Premises are not restored to substantially as good a condition as prior to such damage within sixty (60) calendar days after such damage, Lessee may elect to terminate the Lease. If Lessee elects to terminate the Lease under this provision, it shall give Lessor ten (10) calendar days written notice of its intent to do so, and Lessor shall return to Lessee any rent paid in advance for the period after the effective date of such notice.

11. INDEMNIFICATION

[we can't legally indemnify – see Mo. A.G. Opinion 138-87].

12. NOTICES

(a) Any notice given pursuant to this Lease shall be in writing and shall be transmitted by United States mail, postage prepaid, or by e-mail. All notices shall be deemed to have been received three (3) business days after the date of posting if transmitted by U.S. mail, or upon sending if transmitted by e-mail, to the parties at the addresses given below.

(b) Any notice to Lessee shall be sent to:

Office of Administration
Division of Facilities Management, Design and Construction
Real Estate Services
P. O. Box 809
301 West High Street, Room 730
Jefferson City, Missouri 65102
FMDCRealEstate@oa.mo.gov

(c) Any notice to Lessor shall be sent to:

City of Osage Beach
City Administrator
1000 City Parkway
Osage Beach, Missouri 65065
Dlake@osagebeach.org

13. APPROPRIATIONS

Lessor and Lessee understand and agree that this Lease shall not be binding upon Lessee unless and until appropriations have been made by the Missouri General Assembly and such appropriated funds are received, and, if applicable, funds have been received from the United States Government for the payment of rent or for any other payment under this Lease for any fiscal period during the term of this Lease. In the event that sufficient funds are not appropriated or received, Lessee may immediately terminate this Lease and shall have no further obligation hereunder.

14. QUIET ENJOYMENT

Lessor shall, so long as Lessee fully complies with all of the terms and conditions of this Lease, permit Lessee to peaceably and quietly have, hold, and enjoy the Premises for the term of this Lease.

15. GENERAL PROVISIONS

(a) Lessor warrants and represents to be the owner of, or the authorized representative or agent of the owner of, the Premises, with full power and authority to execute this Lease.

(b) This Lease shall be governed, construed, and enforced in accordance with the laws of the State of Missouri. Suit, if any, must be brought in the State of Missouri, in the county where the Premises is located.

(c) The covenants and agreements contained in this Lease shall be binding upon and shall inure to the benefit of the parties, their respective successors, administrators, executors and assigns.

(d) This Lease contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements or understandings of the parties with respect thereto, whether oral or written.

(e) Except as may otherwise be expressly provided in this Lease, every amendment or modification to this Lease shall be in writing and executed by the parties.

(f) Section headings contained herein are for convenience only and do not define, limit or construe the contents of such sections.

(g) If any provision of this Lease or the application thereof to any person or circumstance is found to be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, we have hereunto affixed our signatures.

<u>LESSEE</u>:	<u>LESSOR</u>:
Office of Administration	City of Osage Beach
By: ______________________	By: ______________________
Chuck Mayer (date) Real Estate Services Manager Facilities Management, Design and Construction	Michael Harmison (date) Mayor

mm:sn

City of Osage Beach

Agenda Item Summary

Date of Meeting:	February 20, 2025
Originator:	Andrew Bowman, City Engineer
Presenter:	Andrew Bowman, City Engineer

Agenda Item:

Bill 25-14 - An ordinance of the City of Osage Beach, Missouri, to execute a Road Relinquishment Agreement for the West Osage Beach Parkway with the Missouri Highways and Transportation Commission. *First Reading*

Requested Action:

First Reading of Bill #25-14

Ordinance Referenced for Action:

Board of Aldermen approval required for acceptance of a street into the public road system per Municipal Code Section 510.035 Acceptance of New Streets into the City Public Road System.

Deadline for Action:

The sooner these agreements are executed the sooner the City will be allowed to install the digital sign board for the welcome sign.

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

The purpose of this Road Relinquishment Agreement is to relinquish a portion of the state highway system to the City of Osage Beach. The specific location of roadway and Right-of-Way to be relinquished to the City is Osage Beach Parkway from just East (North – cardinal direction) of the Key Largo Connector with Route 54 to Executive Drive as shown in Exhibit A on the attached document. This relinquishment of Right-of-Way is part of the reason the Osage Beach Parkway Extension Project received Cost Share funding from MoDOT. Additionally, this additional Right-of-Way will allow the digital sign board to be installed on the new welcome sign.

I recommend approval.

City Attorney Comments:
Per City Code 110.230, Bill 25-14 is in correct form.

City Administrator Comments:
I concur with the department's recommendation.

BILL NO. 25-14 ORDINANCE NO. 25.14

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, TO EXECUTE A ROAD RELINQUISHMENT AGREEMENT FOR THE WEST OSAGE BEACH PARKWAY WITH MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND ACCEPTING WEST OSAGE BEACH PARKWAY INTO CITY INVENTORY

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

Section 1. The Board of Aldermen of the City of Osage Beach, Missouri, does hereby find and declare that it is in the best interest of the City to execute a road relinquishment agreement with Missouri Highway and Transportation Commission for the West Osage Beach Parkway and accept West Osage Beach Parkway into the City's street inventory as described in the attached "Exhibit A".

Section 2. That the right-of-way described in "Exhibit A" being and the same is hereby accepted.

Section 3. That the City Clerk of Osage Beach, Missouri, is hereby authorized and directed to acknowledge this ordinance as deeds are acknowledged, and to cause this ordinance to be filed for record in the Recorder's Office in Camden County, Missouri.

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are, in so much as they conflict with this ordinance, hereby repealed.

Section 5. That this ordinance shall be in full force and effect from and after its date of passage and approval by the Mayor.

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.14 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. 25.14.

____

Michael Harmison, Mayor

____

Date

ATTEST:

____

Tara Berreth, City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)

COUNTY OF CAMDEN)

On this ________day of _______________, 2025, before me, the undersigned Notary Public, personally appeared Tara Berreth, to me known, who being by me duly sworn, did say that she is the City Clerk of the City of Osage Beach, Missouri, a municipal corporation, and that the seal affixed to the foregoing Ordinance is the municipal seal of the City of Osage Beach, and that said Ordinance was signed and sealed in behalf of said corporation by authority of its Board of Aldermen, and said Tara Berreth acknowledged said Ordinance to be the free act and deed of said municipality.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Osage Beach, Missouri, the day and year last written above.

Notary Public

____

Printed
Name________________________________

My commission expires: ___________________________

CCO FORM: RW27
Approved: 06/97 (DPP)
Revised: 06/21 (BDG)
Modified: Agreement #: 2024-12-85912

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
ROAD RELINQUISHMENT AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Osage Beach (hereinafter, "Agency").

WITNESSETH:

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

(1) PURPOSE: The purpose of this Agreement is to relinquish a portion of the state highway system to the Agency.

(2) WORK BY COMMISSION: Prior to any relinquishment or conveyance of the herein state highway to the Agency, no Commission work will be performed.

(3) LOCATION: The general location of the highway to be conveyed is as follows:

Osage Beach Parkway from just East (North – cardinal direction) of the Key Largo Connector with Route 54 to Executive Drive as shown in Exhibit A.

(4) RELINQUISHMENT: Upon completion of the work as specified in paragraph (2), if any, the Commission will convey to the Agency the portion of the State Highway which is the subject of this Agreement by a quitclaim deed releasing any and all interest the Commission has in the above-described property. The exact legal description of the highway shall appear in the quitclaim deed. The Agency agrees to accept the deed from the Commission. The deed shall be filed with the office of the recorder of deeds in the county where the highway is located.

(5) CLAUSES IN THE DEED: The following clauses will be included in the quitclaim deed from the Commission to the Agency, where in the Commission is referred to as “Grantor” and the Agency is referred to as “Grantee”:

> The Grantee, by acceptance of this conveyance, covenants and agrees for itself, its successors and assigns, to allow known or unknown utility facilities currently located on the property, whether of record or not, to remain on the property, and to grant the current and subsequent owners of those facilities

the right to maintain, construct and reconstruct the facilities and their appurtenances over, under, and across the land herein conveyed, along with the right of ingress and egress across the land herein conveyed to and from those utilities.

By conveyance through this quitclaim deed, the Missouri Highways and Transportation Commission makes no claim to the resulting title of the above-described property and is merely releasing whatever interest it has to the Grantee.

(6) MAINTENANCE BY COMMISSION: Upon conveyance of the highway to the Agency, any Commission's responsibility to maintain the highway shall cease and the highway will no longer be considered a part of the state highway system, except as described in section A.

(A) The portion of the Key Largo Connector which is contained within the right of way of the highway conveyance from the new Route 54 right of way line to the edge of the outside travelway lane of the Osage Beach Parkway as shown as Commission Maintenance Area in Exhibit A. The Commission shall maintain the pavement and traffic control devices, such as pavement marking and signing, only and as further detailed in the Maintenance Agreement #2025-01-86315.

(7) MAINTENANCE BY AGENCY: Upon conveyance by the Commission as shown by the date on the quitclaim deed, Agency shall maintain the highway as part of Agency's system excluding that described in paragraph 6.

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

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

(10) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

[Remainder of Page Intentionally Left Blank]

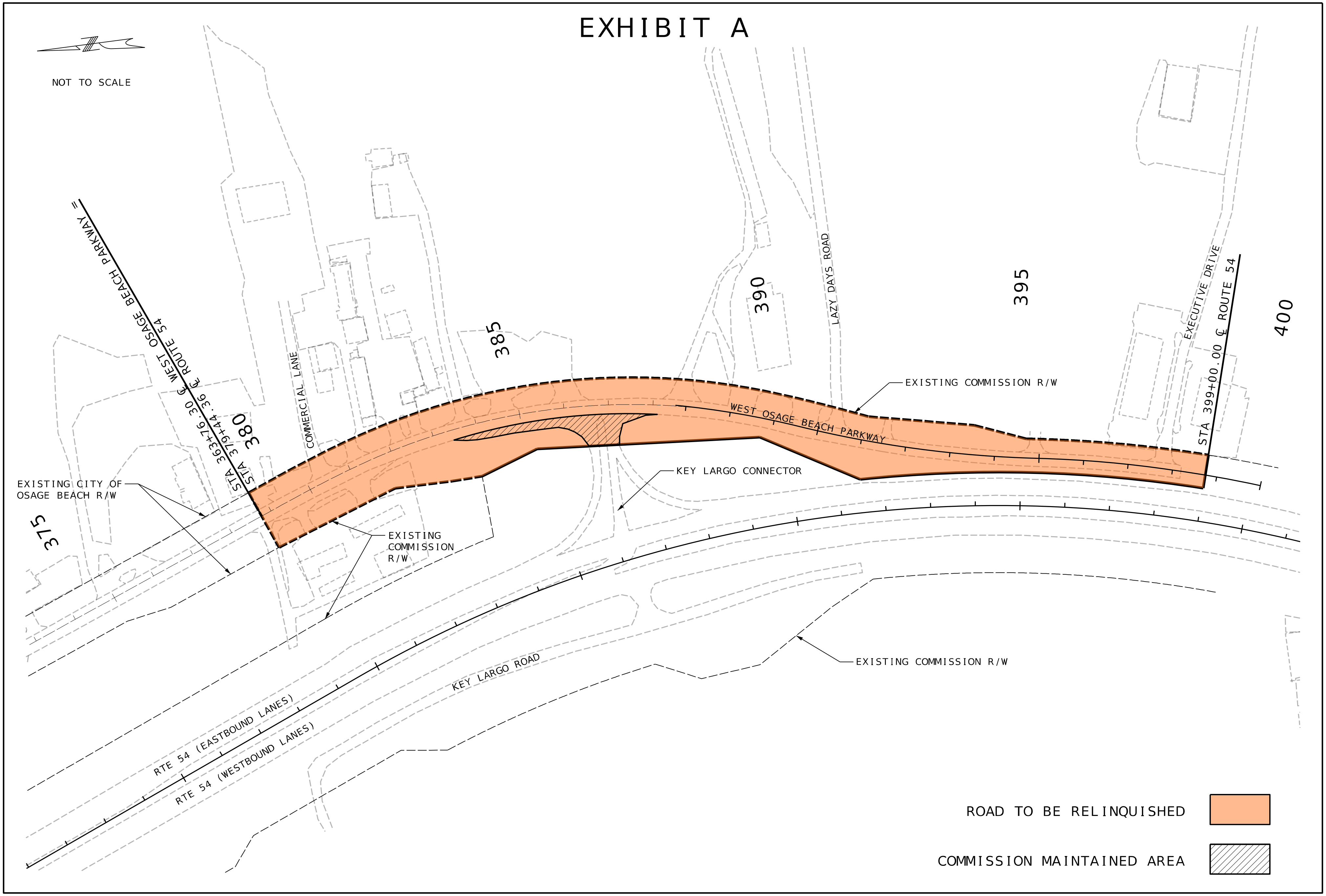
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Agency on ______________________________(DATE).

Executed by the Commission on __________________________(DATE).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	CITY OF OSAGE BEACH
By _______________________________	By: _______________________________
Title: _____________________________	Title: ______________________________
ATTEST:	ATTEST:
_________________________________ Secretary to the Commission	By _________________________________
	Title ______________________________
Approved as to Form:	Approved as to Form:
_________________________________	_________________________________
Commission Counsel	Title ______________________________
	Ordinance No. _____________________

EXHIBIT A



NOT TO SCALE
WEST OSAGE BEACH PARKWAY =
℄ ROUTE 54
STA 363+76.30 ℄
STA 379+44.36
375
380
385
390
395
400
COMMERCIAL LANE
LAZY DAYS ROAD
EXECUTIVE DRIVE
STA 399+00.00 ℄ ROUTE 54
EXISTING COMMISSION R/W
WEST OSAGE BEACH PARKWAY
KEY LARGO CONNECTOR
EXISTING CITY OF OSAGE BEACH R/W
EXISTING COMMISSION R/W
EXISTING COMMISSION R/W
KEY LARGO ROAD
RTE 54 (EASTBOUND LANES)
RTE 54 (WESTBOUND LANES)
ROAD TO BE RELINQUISHED
COMMISSION MAINTAINED AREA

City of Osage Beach

Agenda Item Summary

Date of Meeting:	February 20, 2025
Originator:	Andrew Bowman, City Engineer
Presenter:	Andrew Bowman, City Engineer

Agenda Item:
Bill 25-15 - An ordinance of the City of Osage Beach, Missouri, authorizing the mayor to execute a maintenance agreement with Missouri Highways and Transportation Commission for a portion of the Kay Largo Connector. *First Reading*

Requested Action:
First Reading of Bill #25-15

Ordinance Referenced for Action:
Board of Aldermen approval required for acceptance of a street into the public road system per Municipal Code Section 510.035 Acceptance of New Streets into the City Public Road System.

Deadline for Action:
The sooner the City acquires this Right-of-Way the sooner the digital sign board can be installed in the Welcome Sign.

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
The purpose of this Maintenance Agreement is to designate maintenance responsibilities for a highway as authorized by Article IV, Section 30(b)1(3)(f) of the Missouri Constitution. The location of the highway which is the subject of this Agreement is a portion of the intersection of West Osage Beach Parkway with the Key Largo
Connector of Route 54 in the City of Osage Beach Missouri and as shown in Exhibit A on the attached document. This agreement establishes that MoDOT will maintain the pavement and traffic control devices that fall within the relinquishment area as seen in Exhibit A on the attached document.

City Attorney Comments:
Per City Code 110.230, Bill 25-15 is in correct form.

City Administrator Comments:
I concur with the department's recommendation.

BILL NO. 25-15 ORDINANCE NO. 25.15

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A MAINTENANCE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR A PORTION OF THE KEY LARGO CONNECTOR.

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

Section 1. That the Board of Aldermen of the City of Osage Beach has determined that it is in the best interest of the City to authorize the Mayor to execute an agreement with the Missouri Highways and Transportation Commission.

Section 2. That the Board of Aldermen agrees to the terms and conditions as set out in the attached Missouri Highways and Transportation Commission for portions of Key Largo Connector as set in the Agreement and hereby authorizes the Mayor to execute same on behalf of the City of Osage Beach.

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

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.15 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. 25.15.

____

Michael Harmison, Mayor

____

Date

ATTEST:

____

Tara Berreth, City Clerk

CCO Form: MT02
Approved: 10/96 (DPP)
Revised: 03/24 (TLP)
Modified: Agreement # 2025-01-86315

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MAINTENANCE AGREEMENT
For Roads and Streets Not in the State Highway System

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Osage Beach (hereinafter, “Agency”).

WITNESSETH:

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

(1) PURPOSE: The purpose of this Agreement is to designate maintenance responsibilities for a highway as authorized by Article IV, Section 30(b)1(3)(f) of the Missouri Constitution.

(2) LOCATION: The location of the highway which is the subject of this Agreement is as follows:

A portion of the intersection of West Osage Beach Parkway with the Key Largo Connector of Route 54 in the City of Osage Beach Missouri and as shown in Exhibit A.

(3) MAINTENANCE BY COMMISSION: The Commission will maintain the designated roadway(s) in the same manner and to the same extent that it maintains other Maintenance Agreement sections. Maintenance as contemplated by the Commission shall be restricted to the driving surface and traffic control devices (Paragraph 5). It does not include the maintenance, installation, removal or repair of water supply lines, sanitary and storm sewers, sidewalks, parking areas, parkways, trees or other ornamental vegetation, street lighting systems, pole lines, conduits, or other utilities. All work and/or costs for work for all excluded functions shall be the responsibility of the Agency or owner of the facility involved. Snow removal by the Commission will consist of plowing and/or the application of chemicals acceptable to the Commission to the driving surface only. The Agency shall be responsible for snow and/or ice removal from the parking areas and sidewalks.

(4) USE OF EXISTING RIGHT OF WAY: The Commission shall have full use of the existing right-of-way to such roads or streets for maintenance purposes, and the Agency agrees to retain such right-of-way for Commission use.

(5) TRAFFIC SIGNS, LIGHTS OR SIGNALS: The Commission will install and maintain such regulatory, warning and informational traffic signs, pavement markings, lights or signals as are prescribed by the policy of the Commission and in accordance with the Manual on Uniform Traffic Control Devices to the extent that the latter is approved by the Commission and the Federal Highway Administration.

(6) ORDINANCES AND REGULATIONS:

(A) The Agency agrees to enforce and keep enforce such ordinances or regulations as have been or may be approved by the Commission and thereafter duly enacted relating to the use of said highways by motor vehicles.

(B) The Agency will submit to the Commission for approval any ordinances, rules, regulations, or resolutions appertaining to the regulation of traffic, the parking of motor vehicles, location and character of loading zones, sale or distribution of merchandise on the highway right-of-way, or the location, form, or character of any traffic signs and will not enact or keep in force any ordinance not approved by the Commission.

(7) ENTRANCES, DRAINAGE AND UTILITIES: All requests for the installation, relocation or removal of any entrance or roadway drainage facility within the limits of the roadway right-of-way and all requests for the installation, relocation or removal of the facility of any public utility and public or private lines, poles, wires or conduit involving location on or excavation in, under or through the thruway surface, shoulders or highway drainage facility, shall be referred to the Commission's District Engineer for the issuance of a permit. All such work shall be in accordance with the standard policy and regulations of the Commission and shall proceed only after a permit for this particular installation, relocation or removal has been obtained from the District Office of the Commission.

(8) TERMINATION: Either party may terminate this Agreement after 30 days written notice to the other party.

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

(10) INSURANCE:

(A) The Agency is required or will require any contractor procured by the Agency to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($600,000 per claimant and $4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

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

(12) <u>REPRESENTATIVES</u>: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Agency's Mayor is designated as the Agency's representative for the purpose of administering the provisions of this Agreement.

(13) <u>LAW OF MISSOURI TO GOVERN</u>: This Agreement shall be construed according to the laws of the State of Missouri. The Agency shall comply with all state and federal laws and regulations relating to the performance of this Agreement.

(14) <u>AUTHORITY TO EXECUTE</u>: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(15) <u>CONTINUING DURATION</u>: The term of this Agreement will be of a continuing duration until terminated pursuant to the terms of this Agreement or by mutual consent of the parties.

(16) <u>SOLE BENEFICIARY</u>: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Agency.

(17) <u>VENUE</u>: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged

breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(18) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(19) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(20) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

[Remainder of Page Intentionally Left Blank]

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

Executed by the Agency on _______________________________(DATE).

Executed by the Commission on ___________________________(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

____

Title: _________________________

ATTEST:

____
Secretary to the Commission

APPROVED AS TO FORM:

____
Commission Counsel

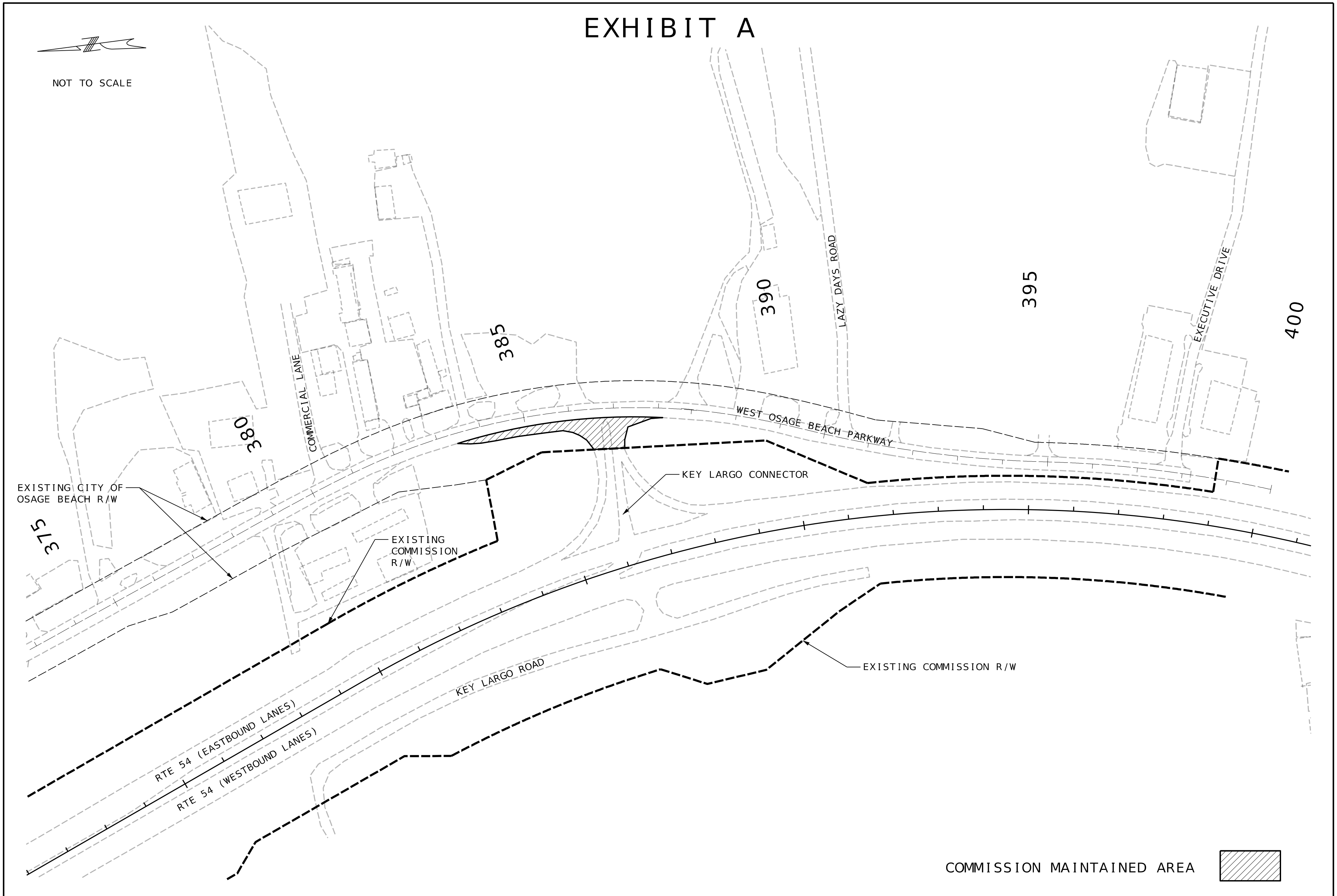
CITY OF OSAGE BEACH

By _____________________________

Title: ___________________________

Ordinance No. ___________________

EXHIBIT A


NOT TO SCALE
375
380
385
390
395
400
COMMERCIAL LANE
LAZY DAYS ROAD
EXECUTIVE DRIVE
WEST OSAGE BEACH PARKWAY
EXISTING CITY OF
OSAGE BEACH R/W
KEY LARGO CONNECTOR
EXISTING
COMMISSION
R/W
EXISTING COMMISSION R/W
KEY LARGO ROAD
RTE 54 (EASTBOUND LANES)
RTE 54 (WESTBOUND LANES)
COMMISSION MAINTAINED AREA

City of Osage Beach
Agenda Item Summary

Date of Meeting:	February 20, 2025
Originator:	Zak Wilber, Public Works Operations Manager
Presenter:	Zak Wilber, Public Works Operations Manager

Agenda Item:
Motion to approve the purchase of a single axle cab and chassis from Premier Truck Group, along with a salt spreader, plow, and various accessories from Henderson for an amount not to exceed $220,082.

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: 20-00-774265 Vehicles

FY2025 Budgeted Amount:	$636,384
FY2025 Expenditures to Date (02/10/25):	($0)
FY2025 Available:	$636,384
FY2025 Requested Amount:	$220,082

Department Comments and Recommendation:
The City is purchasing this new cab and chassis (TRK 1) from Premier Truck Group, along with the dump body and attachments from Henderson. We used both these vendors for our last dump truck and are very pleased with their service. This will replace our large single-axle dump truck. The purchase will come out of line item 20-00-774265 Vehicle(s) and cost the city $220,082. I recommend approval.

City Attorney Comments:

City Administrator Comments:
I concur with the department's recommendation.

Purchase Agreement and Acknowledgement

Ver 4/2023

Premier Truck Group of Columbia
1660 Jade Road
Columbia MO 65201
Phone: (573) 886-0188

Department: NEW
Contract Date: 01/07/2025
Deal Packet: DE-54666
Branch: 809
Salesperson: Mike Talleur

Bill To: PROS-026421
OSAGE BEACH PUBLIC WORKS
5757 CHAPEL DR
OSAGE BEACH MO 65065-3049
P:(573) 302-2020

PTG/SL-190-2-S (08/2023)

Ship To:
OSAGE BEACH PUBLIC WORKS
5757 CHAPEL DR
OSAGE BEACH, MO 65065-3049

Stock#:NA	VIN:TRK 1	New 2026 FREIGHTLINER 108SD PLUS	Price:	$104,034.00
Stock#:NA	VIN:TRK 2	New 2026 FREIGHTLINER 108SD PLUS	Price:	$104,034.00

Total Price	**$208,068.00**
Documentary Fee	$400.00
Total	**$208,468.00**
Net Total	**$208,468.00**

MY26 108SD SINGLE AXLE

CITY OF OSAGE BEACH SPEC IN LIEU OF MODOT SPEC , SOLICITATION # 1FB605CO25000217

BODY NOT INCLUDED

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO PURCHASERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES.
THIS NOTICE IS REQUIRED BY LAW.
The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Purchaser by the government, and is not required to be charged by the Dealer to the Purchaser.

THE UNDERSIGNED PURCHASER HEREBY OFFERS TO PURCHASE FROM YOU, THE DEALER, FOR THE STATED PRICE THE NEW VEHICLE(S) DESCRIBED HEREIN, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE AGREEMENT AND ACKNOWLEDGEMENT.
IMPORTANT: Read additional Terms and Conditions attached to this agreement.
EXECUTED BY THE PARTIES IN DUPLICATE, ONE COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER WHO ACKNOWLEDGES AND ACCEPTS, SUBJECT TO LIMITED WARRANTY, WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY AS SHOWN ON THE NEW VEHICLE OWNER'S WARRANTY REGISTRATION FORM.

Your business is always appreciated!

PURCHASER'S SIGNATURE TITLE DATE

ACCEPTED BY

CO-SIGNER'S SIGNATURE TITLE DATE

AUTHORIZED SIGNATURE

VENUE: It is agreed that this agreement is entered into in the State of Texas and is governed by the laws of the State of Texas.

HENDERSON

PRODUCTS, INC.

400 W. SAINT EUNICE RD.
FULTON, MO 65251
PHONE: 573-826-2911
FAX: 573-826-2912

To: PREMIER TRUCK GROUP - COLUMBIA
Attn:
Quote Date: 1/27/2025
Valid Until: 4/27/2025

Quoted By: Cole Bruemmer
Phone: 563-927-2828
Cell:
Fax: 563-927-2521
Email: cbruemmer@hendersonproducts.com

Quoted:

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

HPI MarkE

COUNTRY/LANGUAGE: **USA/ENGLISH**
FAMILY: **MARK E, CLASSIC**
FLOOR LENGTH: **11' FLOOR LENGTH**
SIDE HEIGHT: **36" SIDE HEIGHT**
BODY MATERIAL(SIDES/HEADSHEET): **10GA 201SS SIDES/HEADSHEET**
SIDE BRACES: **(1) 10GA 201SS WELD ON SIDE BRACE**
TOP RAIL/RUB RAIL MATERIAL: **10GA 201SS TOP & RUB RAILS**
REAR BOLSTER HEIGHT: **8" BOLSTER, 2-1/8" POCKETS**
REAR BOLSTER MATERIAL: **7GA 201SS REAR BOLSTERS**
FRONT BOLSTER: **NO FRONT BOLSTERS**
FLOOR MATERIAL: **3/16" AR400 FLOOR**
HOIST TYPE: **PIN TO PIN HOIST, SA**
CYLINDER MODEL: **T-SERIES, PIN TO PIN, 1YR WTY**
HOOKLIFT A-FRAME: **NON-HOOKLIFT**
HOIST MOUNT TYPE: **STANDARD WIDTH CRADLE**
INSTALL HOIST & CRADLE: **UPFITTER INSTALLED H&C**
LONGSILLS: **8" I-BEAM LONGSILLS, SKIP WELD**
BODY HINGE MAINTENANCE: **GREASEABLE PINS, NO BUSHINGS**
TAILGATE STYLE: **CONFIGURABLE STANDARD TAILGATE**
TAILGATE SHEET MATERIAL: **7GA 201SS TAILGATE SHEET**
TAILGATE LINER: **NO TAILGATE LINER**
COAL CHUTE: **NO COAL CHUTE**
TAILGATE BRACE: **1 HORIZONTAL TAILGATE BRACE**
TAILGATE LIFT STYLE/LOCATION: **SINGLE CENTERED D-RING, INTERIOR**
TAILGATE RELEASE & CONTROL: **DOUBLE ACTING, SS BUSHING, TG RELEASE**
TAILGATE HINGE: **STD, 1-1/4" PIN, 1" PLT**
TAILGATE CHAINS: **ZINC TAILGATE CHAINS**
BOLSTER CHAIN HOOKS: **BANJO CHAIN HOOKS INSTALLED**
HORIZONTAL J-HOOKS: **HORIZONTAL J-HOOKS**
TAILGATE PIN LANYARDS: **NO TAILGATE PIN LANYARDS**
TAILGATE AIR VALVE: **UPFITTER SUPPLIED TAILGATE AIR VALVE**
LUBRICATION: **GREASELESS PINS, JAWS, & SHAFT**
CABSHIELD STYLE/WIDTH/OVERHANG: **WELD-ON,22"x86", NO TARP SHROUD**
CABSHIELD MATERIAL: **201SS, 10GA PANEL, 7GA ENDS**
CABSHIELD INSTALLATION: **CABSHIELD SHIPS LOOSE**
CABSHIELD OFFSET: **OFFSET NOT APPLICABLE**

CABSHIELD LIGHTING: **CS LIGHTS, 1 EACH 45 DEGREE CORNER**
ASPHALT LIP: **CUSTOM ASPHALT LIP**
CUSTOM ASPHALT LIP: **152496.201**
SIDE BOARDS: **NO SIDEBOARDS**
SIDE LADDER LOCATION: **NO LADDER**
SIDE LADDER TYPE: **NO LADDER**
BODY STEPS: **NO INTERIOR STEPS**
RUB RAIL LIGHTING: **NO RUB RAIL LIGHTING**
REAR BOLSTER MARKER LIGHTING: **2.5" RED REAR BLSTR LIGHT**
REAR FACING REAR BOLSTER LIGHT: **2 OBROUND LIGHT**
LIGHTING ADD ONS: **NO WELD-ON LIGHT BOX**
LIGHTING PACKAGE: **UPFITTER SUPPLIED LIGHT PACK**
PWS TANKS: **NO PREWET TANKS**
PREWET PREP: **NO PREWET BOX BRACKET**
WALK RAILS: **NO WALK RAILS**
TARP RAILS: **NO TARP RAILS**
VIBRATOR LOCATION: **VIBRATOR PAD BETWEEN LONGSILLS**
TGS INSTALLATION: **NO FACTORY INSTALLED TGS**
TGS INTEGRATION: **NO TGS SPILL SHIELDS**
TGS/ASPHALT LIP MOUNT HOLES: **MOUNT HOLES IN BOLSTER**
FINISH PREP: **WASH & PRIME MILD PARTS ONLY**
PAINT/FINISH: **NO FINISH**
NOTE 1:: **ADDITIONAL CUSTOM OPTION**
CUSTOM OFFERING: **Need a 2.5 inch round hole for marker light above ovals**
NOTE 2:: **NO ADDITIONAL CUSTOM OPTIONS**
NOTE 3:: **NO ADDITIONAL CUSTOM OPTIONS**
NOTE 4: **NO ADDITIONAL CUSTOM OPTIONS**
NOTE 5: **NO ADDITIONAL CUSTOM OPTIONS**
NOTE 6: **NO ADDITIONAL CUSTOM OPTIONS**
NOTE 7: **NO ADDITIONAL CUSTOM OPTIONS**
NOTE 8: **NO ADDITIONAL CUSTOM OPTIONS**

FSH salt / sand spreader

Spreader Model: **FSH-I Salt/Sand Spreader**
Hopper length: **10'**
Hopper material: **201SS - 10 GA sides/ends, 7 GA sills/floor**
Capacity: **FSH-I 48" (5.6 CY) w/ formed chain shields**
Conveyor: **Pintle chain, 1/4" x 1 1/2" crossbars**
Gearcase: **50:1 ratio, 1.5" shaft, 6 tooth sprockets**
Chute type: **Standard Dump Over Chute Same Material as Hopper**
Spinner disk: **Standard disk with Stainless Vanes**
Inverted vee: **Inverted vee, 201ss**
Install inverted vee: **Install at factory**
Screen type: **Std. top grate screens**
Install top grate screens: **Install at factory**
Trunnion latch for tailgate: **Trunnion latch, Mild Channel (loose "SL")**
Chain oiler: **Chain oiler (installed)**

Spreader Stand

Product: **Stand For FSH**
Stand Type: **IS (Bolt On) Stand w/Trunnion Latch**
Prewet: **8'-16' FSH W/No Prewet**
Material: **SS Construction**
Legs: **Heavy Duty Legs**
Install: **Stand & Chute Mounted To V-Box**

Installation Workup

Facility: **IDC-MO**
Chassis Delivery To Henderson: **Truck Dealer/Customer Delivers**
Completed Truck Delivery Method: **Customer Pick-Up**

Hitch Type: **Low Profile or Manual Tilt Type Hitch**
Mount Type: **Cheek Plate Mount Kit (Select type below)**
Mount Kit Model (Req'd): **Low Pro/MT Ck Plt Kit (No Wng, 34"w Full Frame)**
Front Bumper: **OEM Bumper Cut and Split**

Front Plow Type: **Standard Henderson Plow**
Plow Markers (Front Plow): **IDC Install of fact supplied markers, sales to order w/ unit**
Rubber Deflector Install: **Supplied/Installed @ Factory, sales to order w/ unit**
Plow Jack Install: **Supl'd/Instl'd on plow @ Factory, Sales order with unit**

Dump Body Type: **Mark E Single Axle**
Floor Length: **(11') floor length**
Hoist Type: **Pin to Pin Hoist no Subframe**
Cylinder Type: **Single Acting**
Body Material (Sides/ends): **Stainless Steel Type Body Material**
Tailgate Release Type: **Factory supplied electric over air valve release**
Pressure Protection Valve: **Direct to air tank valve (All except Int, Mack & Volvo)**
Cabshield Install: **Supl'd by fact, welded to body @ IDC, sales to order w/ unit**
Asphalt Lip (FF Only): **Supld by Fact, instll @ IDC, Bolt On (Sales order with unit)**
Step(s): **Supplied and install @ IDC (select from step options below)**
Step QTY: **2**
Step 1 Type: **SS Serrated 18" Step (For Flat Surface)**
Step 1 Location: **Passener side rear, outside**
Step 2 Type: **SS Serrated 18" Step (For Flat Surface)**
Step 2 Location: **Passener side rear, outside**
Vibrator: **Cougar Vib, DC2700 kit, 50' cable, SA (order vib pad w unit)**
Sideboards: **Wood (Un-Painted), supplied/installed by IDC**

Sideboard Notes:

Tarp Brand: **US Tarp (order 86" c/s if using integral shield)**
Tarp System: **Electric Tarp, Bullet Proof Arms, w/ Wind Deflector**
Tarp Material: **Black Vinyl (Asphalt rated)**
Tarp Length: **13' Body Length or Shorter (BV, US)**
Weld-On Winches: **Qty 4 Weld-on Winches, Mild (w/4" x 60" straps)**
Body Install Options 1: **STEPS NEED TO BE PUT IN BETWEEN BRACES**

Body Spec Notes:

Spreader Type: **FSH**
FSH Drive Type: **Hydraulic**
FSH Mount Type: **Slip in Mount**
Slip in Tie Downs: **Factory Hold down kit (Sales to order with unit)**
Trunnion Latch: **Install Fact Sup'ld Trun Latch Bar, sales to order with unit**
FSH Spinner Configuration: **Standard Spinner install**

Chassis Accessories: **Yes (SELECT RELATED OPTIONS BELOW)**
Mudflaps (Rear): **Swinging w/Logo**
Mudflap Type (Rear): **36" Swinging, SS (with LOGO)**
Pintle Plate: **Yes (select from options below)**
Pintle Plate Configuration: **3/4" Plate, PH20/45 Holes, SA w/ SubFrm (3LTC)**
Pintle Plate D-Rings: **Qty (2) 3/4" D-rings**
Pintle Hook: **45 Ton**
Trailer Plug (1): **7 Pin Trailer Plug, Truck end 7-Way RV,new style (municipal)**
Truck Wash: **Complete Truck Wash/Clean/Vac 1**
Warranty: **Standard 1 Year Warranty**
Inspection: **Walk-around meeting only**
Install Touch-up: **Basic Installation Touch-Up**

Electrical: **Yes (SELECT RELATED OPTIONS BELOW)**
Power Distribution Panel: **Power Distribution Panel**
Misc Electrical Supplies: **Req'd Misc Elect Supplies**
Plow Lights: **Plow Lts, LED, Heated, Tlite, Round, Pair**
Plow Light Brackets: **Plow Lt Brckts, SS, FRTLNR/Western Star/Other, Pair**
Worklight(s) QTY: **(QTY 1) Work Light (Select type below)**
Worklight (1) Type: **LED, Worklight, 4in Round (Optilux)**
Worklight (1) Gen Location: **Rear Spinner**
Cabshield Warning Light Qty: **Qty 2 Lights (Order Holes with Unit)**
Cabshield Warning Lights: **QTY 2, 6" LED Oval Strobes, Amber (order holes w/unit)**
Cabshield Lighting Harness: **Cabshield Warning Lights Only (qty 2-6)**
Rear Dump Bolster (S/T/T): **LED S/T/T, kit (West) (order holes)**
Rear Dump Bolster (Back-up): **B/U Lights, Incan, Clear, Oval, pair (Order holes with body)**

Front Body Marker Light(s): **LED Front Body Marker Lights-(order holes w/ body)**
Back up alarm: **Backup Alarm, 102db**
Brake controller: **Brake Controller, Voyager Brake Controller**
Backbone & Wire Standoffs: **10' Backbone (For SA)**
Camera: **Optimo**
Camera Kit: **Camera Sys, 7" LCD 1 Camera, HD**
Electrical Install Opt 1: **REAR OF CABSHEILD FACING LOAD**
Electrical Install Opt 2: **Work light off of spreader facing spinner**
Electrical Install Opt 3: **FRONT MARKER LIGHTS INSTALLED FACING REAR OVER OVALS ILO OF**
Electrical Install Opt 4: **PICKED**

Electrical Spec Notes:

Hydraulics: **Full Hydraulic Package**
Hyd Supplier: **Force America (Select Pkg Below)**
Hyd Supplier (Spec): **QT001-2019519-1**
Controls Type: **Cable Controls**
Cable Qty: **5 Functions**
PTO Type: **Included in Hydraulics Package**
Reservoir Type: **Supplied With Hydraulics**
Valve Enclosure Type: **Supplied With Hydraulics**
Low Oil Shut Down: **Yes, included in Hyd Pkg**
High Temp Oil Shut Down: **Yes, included in Hyd Pkg**
Low Oil Indicator: **Yes, included in Hyd Pkg**
Quick Coupler Upgrade: **Standard Quick Couplers**

Hydraulics Notes:

Reversible snow plow

Plow Length: **11' length**
Moldboard Trip: **Full trip with 2 external compression springs**
Pushframe Type: **Standard Circle Frame with Top Mount Cylinders**
Moldboard Height: **36" height**
Moldboard Shield: **Integral shield**
Moldboard Sheet Material: **10 GA GR50 steel (standard)**
Hydraulic Cylinders: **3" x 1 1/2" x 10" reversing nitrided cylinders**
Paint: **Henderson Orange**
12" Rubber Deflector: **Yes, w/ SS Backer**
Install Rubber Deflector: **Yes**
36" Plastic Side Markers, Pair: **Yes**
Parking Jack, Screw Adjustable: **Yes**
Install Parking Jack: **Yes**
Cutting Edge: **3/4" x 6" Carbide cutting edge with cover blade**
Hitch, Plow Portion: **Pin and loop oscillating hitch**

Plow Portion Installed on Plow: **Yes**
Hitch, Truck Portion: **See HPH or HCH for Truck portion hitch**
Custom Option Fields: **No Custom Options Required**

Snow Plow Hitch

Reversing Cylinder Style: **None or Top mount reversing cylinders**
Plow Portion Hitch: **Plow portion picked under plow**
Hitch, Truck Portion: **Pin hitch, low profile, 30.5"**
Bumper to Frame Mounting Kit: **No, upfitter supplied mounting**
Hydraulic Lift Cylinder: **3" x 2" x 10" Double Acting Nitrided Lift Cylinder, std**
High Pressure QD System: **No High Pressure QD System**
Holding Valve for Lift Cylinder: **No Holding Valve For Lift Cylinder**
Custom Options: **No Custom Options Required**

Original package price: $114,628.12
Single package total: $115,648.00
Package(s): 1
Total: $115,648.00

Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and/or upfit.

Signed: ______________________ **Date:** ______________________

Quote notes:

Henderson offers a deposit program with additional discounts. Please contact your Henderson sales representative for more details.

All Terms and Conditions Apply. Terms of Sale Document available at:
http://www.hendersonproducts.com/assets/Terms_of_Sale.pdf

City of Osage Beach
Agenda Item Summary

Date of Meeting:	February 20, 2025
Originator:	Zak Wilber, Public Works Operations Manager
Presenter:	Zak Wilber, Public Works Operations Manager

Agenda Item:
Motion to approve the purchase of traffic signal equipment from Cubic for an amount not to exceed $40,180.00.

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: 20-00-773216 Osage Beach Parkway

FY2025 Budgeted Amount:	$200,000
FY2025 Expenditures to Date (02/04/25):	($0)
FY2025 Available:	$200,000
FY2025 Requested Amount:	$40,180

Department Comments and Recommendation:
The City is purchasing these signal upgrades through Cubic. These Gridsmart upgrades will complete the rehab and standardization of 5 of our 6 traffic signals. This is a sole source purchased out of account 20-00-773216 Signal Upgrades KK & Dierbergs, and will cost the City $40,180.00. I recommend approval.

City Attorney Comments:
Not Applicable

City Administrator Comments:
I concur with the department's recommendation.

Cubic ITS, Inc.
10545 Hardin Valley Road
Knoxville, TN 37932
USA

Quote Number	00025851

Prepared By	Cameron Cooper
Email	cameron.cooper@cubic.com

Bill To Name	Osage Beach, MO	Ship To Name	Osage Beach, MO
Bill To	Missouri United States		

Product Code	Product	Sales Price	Quantity	Total Price Amount
GS-3-CBL	Cable Bracket 84” (2.13m)	USD 195.00	2.00	USD 390.00
GS-3-CAT5	CAT5e Cable 1000’	USD 585.00	1.00	USD 585.00
GS3-SYS	GS3 System	USD 12,765.00	2.00	USD 25,530.00
GS-3-SMK	SMARTMOUNT Bell Camera	USD 4,275.00	3.00	USD 12,825.00
GS-3-TS2	TS2 Cable	USD 205.00	2.00	USD 410.00
GS3-TS2-OPT	TS2 Module GS3	USD 220.00	2.00	USD 440.00

Total Price	USD 40,180.00
Shipping and Handling	USD 0.00
Tax	USD 0.00
Grand Total	USD 40,180.00

Cubic Transportation Systems will charge a 25% restocking fee on all physical goods and 10% on all software licenses.

I agree to the above pricing and terms and would like to place the above product on order.

Signature: ____

Printed Name: ____

Title: ____

Date: ____

September 1st, 2024

Zak Wilber
City of Osage Beach
Public Works Operations Manager
573-302-2020

SUBJECT: Sole Source Procurement of CUBIC | Trafficware GRIDSMART Hardware & Software Products

Dear Zak Wilber

Thank you for your interest in CUBIC | Trafficware. The purpose of this letter is to inform you that CUBIC | Trafficware is the sole provider of the following hardware and software products in your jurisdiction:

GRIDSMART
Synchro & SimTraffic
Trafficware ATMS Central Transportation Management System
SynchroGreen Adaptive Traffic Control System
Trafficware brand controllers & cabinets
Scout and V76 controller firmware
POD magnetometer detection system
Warranty & non-warranty repairs

In addition, all product training, support and customer service for the products is provided by **CUBIC | GRIDSMART**. If you have any questions, please contact me at 281-269-6587.

Sincerely,

Jason Ore

CUBIC ITS, INC.

Jason Ore
Manager - Business Development

Cc: Kathy Davis, CUBIC | Trafficware
Jason Ore, CUBIC | Trafficware

City of Osage Beach
Agenda Item Summary

Date of Meeting: February 20, 2025
Originator: Zak Wilber, Public Works Operations Manager
Presenter: Zak Wilber, Public Works Operations Manager

Agenda Item:
Motion to approve the purchase of a Titan Olympian Pro chassis mounted leaf vacuum truck from Key Equipment for a price not to exceed $307,065.75.

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:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
This truck mounted leaf vac will be purchased through Key Equipment. We have done a lot of business with this vendor over the years and feel very comfortable with them. Of all the leaf vacs that were demoed over the last 6 months, the department feels this piece of equipment is the most suitable for our terrain and needs. This piece of equipment has a 16-month lead time and will be accounted for in the 2026 budget under 20-00-774265 Vehicles. This truck will cost the city $307,065.75 and I do recommend approval.

City Attorney Comments:

City Administrator Comments:

2/7/2025

City of Osage Beach
Attn: Mr. Rob Long
5757 Chapel Drive
Osage Beach, MO 65065

Re: Olympian Pro Plus Chassis Mount

Dear Rob,

Thank you for the opportunity to supply you with a proposal for a new Titan Olympian Pro Plus mounted on a 2026 Autocar Medium Duty Single Right-Hand Steer Chassis. The Autocar ACMD is equipped with a 240hp Cummins B6.7 Engine and a 3000 Series Allison Transmission. This unit is equipped with a factory installed right hand drive. The Titan Olympian Pro Plus Chassis Mount enables you to pick up more leaves with one operator, allowing the rest of your crew to stay on task with your busy operations. With a 16" diameter suction hose and a reach of 11' with vertical ditch reach of 50", the Olympian Pro Plus can pick up from the deepest of ditches and culverts while the rear door downdraft and dust suppression system keeps dust to a minimum on your busy streets. Please review the features below.

Olympian Pro Plus Base Model Standard Features:

- 23 yd containment box with DA Scissor hoist radiused and tapered for non-stick dumping
- Top hood straight rearward air exhaust
- Hydraulic tailgate with auto latch and full lift feature
- LED DOT compliant lighting
- 74hp Kubota tier IV diesel engine
- Secondary Prescreen in front of OEM radiator
- 40-gallon aluminum fuel tank
- 30" Five Blade AR400 Impeller
- Blower Housing Liner
- Elbow Liner
- Clear Urethane Collection Hose (16" diameter)
- Clean-Out Door
- Curb-side Pickup with overhead boom
- Proportionally Controlled 3-Axis Collection Boom, Hall Effect Joystick, Engine Controls and E-Stop
- Fully accessible Hydraulic Valve on swing out bracket
- Front and Rear Facing Amber Flashers
- Fire Extinguisher

Customer Selected Additional Features:

- Hydraulic Clutch in lieu of fluid coupler with in-cab switch
- Rear Down Draft Dust Control with Water Spray System and 95-gallon Water Tank
- Rear Dump Wireless Camera
- Directional Light Bar Mounted on Tailgate

Mounted on 2026 Autocar ACMD Chassis with B6.7 Cummins Engine and 3000 Series Allison Transmission with Factory Installed Single Steer Right Hand Drive.

2026 Titan Olympian Pro Plus Chassis Mount Leaf Vacuum
Price Includes Chassis, Leaf Body,
Freight, Delivery, and Lifetime Training **$ 307,065.75**

Thank you for your consideration of Key Equipment & Supply Co. and Titan Leaf Solutions. If you have any questions, or would like additional information, please don't hesitate to contact me at 913-915-7801

Respectfully,

Territory Manager
Key Equipment & Supply Co.

*sample photos