

NOTICE OF MEETING AND AMENDED 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

AMENDED TENTATIVE AGENDA

REGULAR MEETING

August 7, 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 July 17, 2025
Special Board Meeting July 23, 2025
- Pg 8 ► Bills List- August 7, 2025
- Pg 27 ► New Liquor Licenses - The Coffee and Cocktail Bar - 1046 Main St

UNFINISHED BUSINESS

- Pg 28 A. Bill 25-56 - An ordinance of the City of Osage Beach, Missouri, establishing a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials. *Second Reading*
- Pg 32 B. Bill 25-59- An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 24.93 adopting the 2025 annual operating budget by removing and adding job titles within the FY2025 Employee Pay Plan. *Second Reading*
- Pg 36 C. Bill 25-60 - An ordinance of the City of Osage Beach, Missouri, approving a Funding Agreement for consideration of the Osage Beach Investment Group, LLC proposal for Tax Incentive Support for the Osage Beach Outlet Mall. *Second Reading*

NEW BUSINESS

- Pg 45 A. Public Hearing - Rezoning Case 427, RWK Real Estate, LLC., requesting an amendment of PUD 210 for additional commercial and residential use.
- Pg 46 B. Bill 25-61 An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case no. 427. *First Reading*
- Pg 62 C. Bill 25-62 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Platinum Cleaning Solutions, LLC for cleaning services for Lee C. Fine and Grand Glaize Airports not to exceed \$15,000 per year. *First Reading and Second Reading*
- Pg 80 D. Bill 25-63 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute an agreement between Central Trust Company (Financial Institution) and the City of Osage Beach (City) for investment management services. *First Reading*
- Pg 104 E. Resolution 2025-23 - A resolution of the City of Osage Beach, Missouri, stating facts and reasons for the necessity to increase expenditures for Fiscal Year 2025 to cover Transportation Fleet and Vehicle Maintenance Expenses.
- Pg 107 F. Bill 25-64 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 24.93

Adopting the 2025 annual operating budget requesting additional funds to cover transportation fleet and vehicle maintenance expenses. *First Reading*

- Pg 111 G. Resolution 2025-24 - A resolution of the City of Osage Beach, Missouri, stating facts and reasons for the necessity to transfer funds for Fiscal Year 2025 to cover sewer expenditures.
- Pg 114 H. Bill 25-65 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 24.93 Adopting the 2025 Annual Budget requesting a transfer of funds to cover sewer expenditures related to the new odor control measures. *First Reading*
- Pg 118 I. Bill 25-66 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 125 Human Resources System (Personnel) Rules and Regulations; Section 125.140. Transfer, Promotion, Reclassification, Demotion, Suspension and Reinstatement as set forth. *First Reading*
- Pg 125 J. Bill 25-67 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to enter into a cooperative purchase agreement with Capital Paving not to exceed \$700,000. *First and Second Reading*
- Pg 132 K. Bill 25-68 - An ordinance of the City of Osage Beach, Missouri, authorizing the City to enter into a cooperative purchase agreement with Vance Brothers for an amount not to exceed \$1,450,000. *First and Second Reading*
- Pg 247 L. Bill 25-69 - An ordinance of the City of Osage Beach, Missouri, repealing Section 705.160 Water Fluoridation as set forth. *First Reading*
- Pg 250 M. Resolution 2025-21 - A resolution of the City of Osage Beach, Missouri, appointing to the Board of Directors of the Lakeport at Oasis Community Improvement District, Devin Lake City Administrator.
- Pg 252 N. Resolution 2025-22 - A resolution of the City of Osage Beach, Missouri, appointing to the Board of Directors of the Lakeport Village Transportation Development District Devin Lake City Administrator.
- Pg 254 O. Motion to Comply with Existing Ordinance and Discontinue the Practice of Providing Pressure Reducing Valves to Customers to Regulate Water Pressure in Homes and Businesses.

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
July 17, 2025**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, July 17, 2025, at 5:30 PM. The following were present in person: Mayor Michael Harmison, Alderman Justin Hoffman, Alderman Bob O'Steen, Alderman Celeste Barela, Alderman Kevin Rucker and Alderman Phyllis Marose. Absent Alderman Rebecca Collins, City Clerk Tara Berreth was present and performed the duties for the City Clerk's office.

Appointed and Management staff present City Administrator Devin Lake, Assistant City Administrator April White, City Attorney Cole Bradbury, Police Chief Todd Davis, City Treasurer Karri Bell, City Planner Cary Patterson, Parks and Recreation Manager Eric Gregory, Public Works Director Jeff Fisher,

CITIZEN'S COMMUNICATIONS

No citizen communications.

APPROVAL OF CONSENT AGENDA

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

UNFINISHED BUSINESS

Bill 25-55 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Stockman Construction, LLC for the 2025 Rehab of Station 30-5 Project for an amount not to exceed \$243,927.00.
Second Reading

Alderman Marose made a motion to approve the amended second reading of Bill 25-55. This motion was seconded by Alderman Rucker. A roll call was taken to approve the second and final reading of Bill 25-55 and to pass same into ordinance: "Ayes" Alderman Hoffman, Alderman Barela, Alderman O'Steen, Alderman Marose and Alderman Rucker. Bill 25-55 passed and approved as Ordinance 25-55. Absent Alderman Collins.

FINANCIAL UPDATE

City Administrator Devin Lake stated that Sales Tax was under 2.4% from last year. Expenditure is 19% under budget. And overall revenue is 10% under budget.

NEW BUSINESS

Presentation - City's FY2024 Annual Comprehensive Financial Report (Audit) Hood and Associates CPA, PC - Michael Keenan CPA

Michael Keenan presented the FY 2024 Annual Comprehensive Financial Report. (See Attached)

Discussion - Lions Road Roadway petition.

Motion to direct Engineering to pursue the design of Lions Rd. in cooperation with the Osage Beach Special Road District.

Alderman Marose made a motion to direct Engineering to pursue the design of Lions Rd. in cooperation with the Osage Beach Special Road District. This motion was seconded by Alderman Hoffman. Motion passes unanimously with a voice vote. Absent Alderman Collins.

Bill 25-56 - An ordinance of the City of Osage Beach, Missouri, establishing a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials. *First Reading*

Alderman O'Steen made a motion to approve the first reading of Bill 25-56. This motion was seconded by Alderman Marose. Motion passes unanimously with a voice vote. Absent Alderman Collins.

Bill 25-58 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute an agreement between the School of the Osage (District) and the City of Osage Beach (City) for the services of School Resource Officers (SRO's). *First and Second Readings*

Alderman Barela made a motion to approve the first reading of Bill 25-58. This motion was seconded by Alderman Hoffman. Motion passes unanimously with a voice vote. Absent Alderman Collins.

Alderman Hoffman made a motion to approve the amended second reading of Bill 25-58. This motion was seconded by Alderman O'Steen. A roll call was taken to approve the second and final reading of Bill 25-58 and to pass same into ordinance: "Ayes" Alderman Hoffman, Alderman Barela, Alderman O'Steen, Alderman Marose and Alderman Rucker. Bill 25-58 passed and approved as Ordinance 25-58. Absent Alderman Collins,

Discussion to remove the City Engineer position and add a Project Manager position.

Recommendation from the City Administrator and Public Works Director would like to replace the City Engineer position and add a Project Manager. The City of this size does not meet the needs of what City needs. A Project Manager to oversee all contracts and use outside Engineers to still do the design requirements. Staff were directed to provide a job description.

Resolution 2025-20 - A resolution of the Board of Aldermen of the City of Osage Beach, Missouri stating facts and reasons for the necessity to the Fiscal Year 2025 removing City Engineer and adding Project Manager.

Alderman Rucker made a motion to approve Resolution 2025-20. This motion was seconded by Alderman Hoffman. Motion passes unanimously with a voice vote. Roll call vote was taken "Ayes" Absent Alderman Collins.

Bill 25-59- An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 24.93 adopting the 2025 annual operating budget by removing and adding job titles within the FY2025 Employee Pay Plan. *First reading*

Alderman Rucker made a motion to approve the first reading of Bill 25-59. This motion was seconded by Alderman Hoffman. Motion passes with a voice vote. "Ayes" 4 "Nays" 1.

Bill 25-60 - An ordinance of the City of Osage Beach, Missouri, approving a Funding Agreement for consideration of the Osage Beach Investment Group, LLC proposal for Tax Incentive Support for the Osage Beach Outlet Mall. *First Reading*

Alderman O'Steen made a motion to approve the first reading of Bill 25-60. This motion was seconded by Alderman Marose. Motion passes unanimously with a voice vote.

Motion to Direct the Parks Department to solicit bids for ballfield and concession management for the 2026 season through a Request for Proposals process.

Alderman Rucker made a motion to Direct the Parks Department to solicit bids for ballfield and concession management for the 2026 season through a Request for Proposals process. This motion was seconded by Alderman Marose. Motion passes unanimously with a voice vote.

Discussion of Hwy 42 TAP Grant Project

Motion to direct staff to move forward with the appraisals necessary for the Hwy 42 TAP Grant Project.

Alderman O'Steen made a motion to direct staff to move forward with the appraisals necessary for the Hwy 42 TAP Grant Project. This motion was seconded by Alderman Marose. Motion passes unanimously with a voice vote.

STAFF COMMUNICATIONS

City Administrator Devin Lake – Strategic Planning Meeting July 23, 2025, at 9am.

Assistant City Administrator April White – Surplus list has been posted.

Police Chief Davis – New police officer will graduate next week. This will put the PD at full staff.

Parks and Rec Manager Eric Gregory – Several events are coming up at the park. Go to the website to get a full list of upcoming events.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman O'Steen – Wants direct staff to clean up the Veterans Memorial site. Would like to know if there is an animal Control policy.

Alderman Rucker -

ADJOURN

Hoffman / Marose

The meeting adjourned at 7:20pm. 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 July 17, 2025, and approved August 7, 2025.

Tara Berreth, City Clerk

Michael Harmison, Mayor

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

**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
July 23, 2025**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Special Meeting on Wednesday July 23, 2025, at 9:00 AM. The following were present in person: Mayor Michael Harmison, Alderman Phyllis Marose, Alderman Rebecca Collins, Alderman Kevin Rucker, Alderman Bob O'Steen Alderman, Celeste Barela and Alderman Justin Hoffman. City Clerk Tara Berreth was present and performed the duties for the City Clerk's office.

Appointed and Management staff present City Administrator Devin Lake, Assistant City Administrator April White, City Attorney Cole Bradbury, Police Chief Todd Davis, City Treasurer Karri Bell, City Planner Cary Patterson, Parks and Recreation Manager Eric Gregory, Public Works Director Jeff Fisher, Building Official Ron White and IT Director Mikeal Bean.

Alderman Barela arrived at 9:15 am.

NEW BUSINESS

EverStrive Solutions - 9:00 am - 12:00 pm

Lauren Palmer – from EverStrive Solutions – She gave the board a goal for the morning session. To find four (4) categories that the board would like to focus on.

Mayor Harmison asked for a 15-minute break at 9:40am.

Mayor Harmison re-opened the meeting at 10:00am.

The board identified four categories that need to be focused on:

1. Staff Development
2. Financial Responsibility
3. Sewer System
4. Economic Development

Mayor Harmison closed this portion of the agenda for a lunch break at 12:00pm

Mayor Harmison reopened the meeting at 1:10pm

Lauber Municipal - 1:00 pm - 5:00 pm

Joe Lauber and Lindsay Kolisch gave a presentation on Economic Development. They explained the differences between TIF's (Tax Increment Financing), CID's (Community Increment Development), TDD's (Transportation Development District) and Chapter 100 and Chapter 350. When and where to use these different financing options for developers.

ADJOURN

The meeting adjourned at 4:37pm. 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 July 23, 2025, and approved August 7, 2025.

Tara Berreth, City Clerk

Michael Harmison, Mayor

CITY OF OSAGE BEACH
BILLS LIST
August 7, 2025

Bills Paid Prior to Board Meeting	\$	490,619.62
Payroll Paid Prior to Board Meeting	\$	382,720.48
SRF Transfer Prior to Board Meeting	\$	12,783.79
TIF Transfers	\$	92,896.36
Bills Pending Board Approval	\$	257,623.00
Total Expenses	\$	<u>1,236,643.25</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	State Withholding	5,027.19
			State Withholding	4,860.00
		INTERNAL REVENUE SERVICE	Fed WH	13,889.23
			Fed WH	13,615.46
			FICA	10,788.22
			FICA	10,299.52
			Medicare	2,523.03
			Medicare	2,408.76
		MISSIONSQUARE RETIREMENT	Loan Repayment	84.83
			Loan Repayment	84.83
			Retirement 457 &	5,450.05
			Retirement 457 &	5,033.90
			Retirement 457	2,603.84
			Retirement 457	2,603.84
			Loan Repayments	232.60
			Loan Repayments	225.54
			Loan Repayments	165.40
			Loan Repayments	165.40
			Loan Repayments	85.61
			Loan Repayments	85.61
			Loan Repayments	119.32
			Loan Repayments	119.32
			Loan Repayments	180.67
			Loan Repayments	180.67
			Loan Repayments	577.67
			Loan Repayments	577.67
			Loan Repayments	279.98
			Loan Repayments	279.98
			Loan Repayments	320.81
			Loan Repayments	320.81
			Loan Repayments	259.64
			Loan Repayments	259.64
			Retirement Roth IRA	475.00
			Retirement Roth IRA	475.00
		KENNY CARROLL EXCAVATING INC	DEMO BOND REFUND - #25-114	2,000.00
		OPTUM BANK INC	HSA Contribution	254.34
			HSA Contribution	277.49
			HSA Family/Dep. Contributi	2,798.49
			HSA Family/Dep. Contributi	2,778.49
		JEFFERSON CITY MUNICIPAL COURT	OTHER AGENCY CASH BOND	145.00
		SCOUT TROOP 118	CONCESSION STAND INCOME	4,121.19
			TOTAL:	97,034.04
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	339.35
			Medicare	79.36
		MISSIONSQUARE RETIREMENT	Retirement 401%	165.69
			Retirement 401	386.60
		AT&T MOBILITY-CELLS	MAYOR CELL PHONE	47.66
		EBLING, SUSAN	PLANNING COMM MTG 4/8/25	25.00
			PLANNING COMM MTG 7/8/25	25.00
		BLAIR, ALAN	PLANNING COMM MTG 4/8/25	25.00
			PLANNING COMM MTG 7/8/25	25.00
		CARLSON, CHAD	PLANNING COMM MTG 4/8/25	25.00
			PLANNING COMM MTG 7/8/25	25.00
		HAGEDORN, LUKE	PLANNING COMM MTG 4/8/25	25.00
			PLANNING COMM MTG 7/8/25	25.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SCHUSTER, ANGIE	PLANNING COMM MTG 4/8/25	25.00
			PLANNING COMM MTG 7/8/25	25.00
		MACKAY, BILL	PLANNING COMM MTG 7/8/25	25.00
		KAUTZ, CHAD	PLANNING COMM MTG 7/8/25	25.00
		ELAN CORPORATE PAYMENT SYSTEMS	ELECT OFF TRNG LODGING -CO	132.18
			ELECT OFF TRNG LODGING-COL	9.33-
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
		STUART, TONY	PLANNING COMM MTG 4/8/25	25.00
			PLANNING COMM MTG 7/8/25	25.00
		ONE TIME VENDOR BIRMINGHAM-MARTIN FUNE	MEMORIAL -JANIE MURPHY	75.00
			TOTAL:	1,641.51
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.25
			Medicare	1.46
			TOTAL:	7.71
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	712.64
			FICA	712.68
			Medicare	166.66
			Medicare	166.67
		MISSIONSQUARE RETIREMENT	Retirement 401%	345.50
			Retirement 401%	345.52
			Retirement 401	806.15
			Retirement 401	806.20
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	184.64
		ELAN CORPORATE PAYMENT SYSTEMS	ELECT OFF TRNG LODGING -LA	132.18
			ELECT OFF TRNG LODGING- LA	9.33-
			MANAGERS MEETING EVENT	115.50
			TOTAL:	4,485.01
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	260.68
			FICA	260.68
			Medicare	60.97
			Medicare	60.97
		MISSIONSQUARE RETIREMENT	Retirement 401%	132.96
			Retirement 401%	132.96
			Retirement 401	310.22
			Retirement 401	310.22
		AT&T MOBILITY-CELLS	CITY CLERK DEPT CELL PHONE	47.66
		ELAN CORPORATE PAYMENT SYSTEMS	ELECT OFF TRNG LODGING-BER	132.18
			ELECT OFF TRNG LODGING-POW	132.18
			ELECT OFF TRNG LODGING-POW	9.33-
			ELECT OFF TRNG LODGING-BER	9.33-
		OPTUM BANK INC	HSA Family/Dep. Contributi	150.00
			HSA Family/Dep. Contributi	150.00
			TOTAL:	2,123.02
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	753.18
			FICA	753.18
			Medicare	176.15
			Medicare	176.15
		MISSIONSQUARE RETIREMENT	Retirement 401%	327.44
			Retirement 401%	379.27
			Retirement 401	884.96
			Retirement 401	884.96
		OPTUM BANK INC	HSA Family/Dep. Contributi	300.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	300.00
		SHURTS, TORRYN	MILEAGE REIMB - MAPERS CON	16.80
			TOTAL:	4,952.09
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	110.45
			FICA	110.45
			Medicare	25.83
			Medicare	25.83
		MISSIONSQUARE RETIREMENT	Retirement 401%	55.97
			Retirement 401%	55.97
			Retirement 401	130.61
			Retirement 401	130.61
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			HSA Family/Dep. Contributi	75.00
			TOTAL:	795.72
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	395.67
			FICA	395.67
			Medicare	92.53
			Medicare	92.53
		MISSIONSQUARE RETIREMENT	Retirement 401%	195.16
			Retirement 401%	195.16
			Retirement 401	455.37
			Retirement 401	455.37
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			HSA Family/Dep. Contributi	75.00
			TOTAL:	2,427.46
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	630.69
			FICA	630.69
			Medicare	147.50
			Medicare	147.50
		MISSIONSQUARE RETIREMENT	Retirement 401%	272.74
			Retirement 401%	272.74
			Retirement 401	748.39
			Retirement 401	748.39
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	358.60
		WEX INC	BLDG DEPT FUEL	164.40
		ELAN CORPORATE PAYMENT SYSTEMS	CLOUD STORAGE - JOHNS	2.99
			CODE OFFICIALS MTG BREAKFA	64.95
			BLUEBEAM SOFTWARE- DELANEY	151.67
		OPTUM BANK INC	HSA Family/Dep. Contributi	300.00
			HSA Family/Dep. Contributi	300.00
			TOTAL:	4,941.25
Building Maintenance	General Fund	AMEREN MISSOURI	CH SVC 6/12-7/15/25	7,264.61
		INTERNAL REVENUE SERVICE	FICA	97.38
			FICA	98.31
			Medicare	22.77
			Medicare	22.99
		MISSIONSQUARE RETIREMENT	Retirement 401%	50.76
			Retirement 401	117.39
			Retirement 401	118.44
		LOWE'S	MOP	37.98
			BATTERIES AND USB CABLE	19.91
			SCOURING STONE	16.39

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SUMMIT NATURAL GAS OF MISSOURI INC	CH SVC 6/16-7/15/25	30.00
		LINDYSPRING LAKE OF THE OZARKS	5-GAL BOTTLED WATER	7.95
			5-GAL BOTTLED WATER	7.95
			JUNE CH WATER COOLER RENTA	38.00
			5-GAL BOTTLED WATER	7.95
			5-GAL BOTTLED WATER	8.00
			5-GAL BOTTLED WATER	7.95
		GFL ENVIRONMENTAL	CITY HALL TRASH SERVICE	218.75
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			HSA Family/Dep. Contributi	75.00
			TOTAL:	8,343.48
Parks	General Fund	INTERNAL REVENUE SERVICE	FICA	720.57
			FICA	758.59
			Medicare	168.52
			Medicare	177.41
		MISSIONSQUARE RETIREMENT	Retirement 401%	198.17
			Retirement 401%	196.06
			Retirement 401	690.19
			Retirement 401	721.43
		CULLIGAN LAKE OF THE OZARKS	WATER SOFTENER 7/1-7/31/25	103.50
		LOWE'S	SPRAY PAINT	6.16
			POST HINGE	15.12
			COOLING STATION SUPPLIES	196.41
			PAPER TOWLS, DISH SOAP, MI	132.75
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	136.56
			PARK SIGN 6/13-7/12/25	46.63
		WEX INC	PARK DEPT FUEL	617.57
		AMEREN MISSOURI	LWR DIAMOND LTS 6/5-7/8/25	49.95
			HWY 42 BALLPRK LTS 6/5-7/8	54.46
		GFL ENVIRONMENTAL	PARKS TRASH SERVICE	250.00
		ELAN CORPORATE PAYMENT SYSTEMS	CONCESSION SUPPLIES	60.84
			CONCESSION SUPPLIES	141.64
		OPTUM BANK INC	HSA Contribution	150.00
			HSA Contribution	225.00
			TOTAL:	5,817.53
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	271.56
			FICA	253.14
			Medicare	63.50
			Medicare	59.20
		MISSIONSQUARE RETIREMENT	Retirement 401%	141.37
			Retirement 401%	132.37
			Retirement 401	329.87
			Retirement 401	308.87
		AT&T MOBILITY-CELLS	HR DEPT CELL PHONE	44.66
		ELAN CORPORATE PAYMENT SYSTEMS	SAFETY PICNIC FOOD	1,000.00
			SAFETY PICNIC SUPPLIES	277.66
			SAFETY PICNIC SUPPLIES	260.30
			SAFETY PICNIC SUPPLIES	277.66-
			SAFETY PICNIC FOOD	349.00
			SHRM MEMBERSHIP - MOUSSEAU	299.00
		OPTUM BANK INC	HSA Contribution	1.67
			HSA Family/Dep. Contributi	75.00
			HSA Family/Dep. Contributi	75.00
			TOTAL:	3,664.51

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	4,483.03		
			FICA	4,511.38		
			Medicare	1,048.46		
			Medicare	1,055.08		
		JOE MACHENS FORD	(3) 2025 PD INTERCEPTORS	150,588.00		
		MISSIONSQUARE RETIREMENT	Retirement 401%	2,149.92		
			Retirement 401%	2,078.86		
			Retirement 401	5,162.07		
			Retirement 401	5,032.41		
		PETTY CASH	DOG TREATS	12.75		
		AT&T MOBILITY-CELLS	POLICE FN AIRCARDS 6/23/25	1,065.90		
			POLICE DEPT CELL PHONES	803.30		
		WEX INC	POLICE DEPT FUEL	6,193.03		
			POLICE DEPT CAR WASHES	98.00		
		HENDRICKS, BLAIR	MILEAGE REIMB - 7/1 & 6/10	39.20		
		OWENS, STEVEN	MILEAGE REIMB - 7/5/25	27.30		
		ELAN CORPORATE PAYMENT SYSTEMS	MEDIA CONSULT TRNG - ROEDI	375.00		
			MEDIA CONSULT TRNG - OWENS	375.00		
			JUNE PURCHASES	55.84		
			CAR WASH MEMBERSHIP	32.00		
			AIRFARE -DAVIS	500.96		
			AIRFARE - PHILLIPS	500.96		
			FBI AND NAA EVENT REGIS	200.00		
			IDI CONTRACT	75.00		
		OPTUM BANK INC	HSA Contribution	225.00		
			HSA Contribution	225.00		
			HSA Family/Dep. Contributi	1,350.00		
			HSA Family/Dep. Contributi	1,350.00		
		LEONARD, RYAN	TRAVEL ADV - LETSAC TRAINI	175.00		
			TOTAL:	189,788.45		
		911 Center	General Fund	AT & T/CITY HALL	911 PH SVC 6/23-7/22/25	991.67
					INTERNAL REVENUE SERVICE	FICA
				INTERNAL REVENUE SERVICE	FICA	935.34
					Medicare	198.12
					Medicare	218.76
				MISSIONSQUARE RETIREMENT	Retirement 401%	272.94
					Retirement 401%	264.35
					Retirement 401	983.21
					Retirement 401	978.97
				CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL 7/1-7/31/25	41.57
AT&T MOBILITY-CELLS	911 CENTER CELL PHONES			47.66		
ELAN CORPORATE PAYMENT SYSTEMS	EMD CERT - D.MORLEY			55.00		
OPTUM BANK INC	HSA Contribution			112.50		
	HSA Contribution			187.50		
	HSA Family/Dep. Contributi			75.00		
	HSA Family/Dep. Contributi			75.00		
FRANCIS, CHRISTOPHER	MILEAGE REIMB - MULES TRNI			218.40		
	TOTAL:			6,503.14		
Planning	General Fund			INTERNAL REVENUE SERVICE	FICA	222.50
					FICA	222.50
		Medicare	52.04			
		Medicare	52.04			
		MISSIONSQUARE RETIREMENT	Retirement 401%	111.79		
			Retirement 401%	111.79		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 401	260.84
			Retirement 401	260.84
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			HSA Family/Dep. Contributi	75.00
			TOTAL:	1,444.34
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA	346.51
			FICA	189.10
			Medicare	81.03
			Medicare	44.22
		MISSIONSQUARE RETIREMENT	Retirement 401%	103.21
			Retirement 401	391.21
			Retirement 401	213.50
		AT&T MOBILITY-CELLS	ENGINEER DEPT CELL PHONE	178.56
		WEX INC	ENG DEPT FUEL	44.63
		ELAN CORPORATE PAYMENT SYSTEMS	BLUEBEAM SOFTWARE- DELANEY	296.24
			TOTAL:	1,295.73
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	381.66
			FICA	390.29
			Medicare	89.26
			Medicare	91.28
		MISSIONSQUARE RETIREMENT	Retirement 401%	114.63
			Retirement 401%	114.63
			Retirement 401	440.03
			Retirement 401	449.77
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL 7/1-7/31/25	83.14
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	139.56
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			HSA Family/Dep. Contributi	75.00
		AIRESPRING INC	INTERNET/PHONE CNNCTN 7/20	3,886.55
			INTERNET/PHONE CNNCTN 7/20	789.22
			TOTAL:	7,120.02
Economic Development	General Fund	INTERNAL REVENUE SERVICE	FICA	208.95
			FICA	77.52
			Medicare	48.87
			Medicare	18.13
		LAKE OF THE OZARKS CONVENTION & VISITO	CVB MEMB/WEB LNK 7/2025-6/	295.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	101.10
			Retirement 401	235.91
		CAMDENTON AREA CHAMBER OF COMMERCE	CHAMBER MEMBRSH 6/2025-6/	300.00
		ELAN CORPORATE PAYMENT SYSTEMS	CLOUD CAMPAIGN SUBSCRIPTIO	49.00
			FISHING DERBY SUPPLIES	370.49
			TOTAL:	1,704.97
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	396.24
			State Withholding	400.90
		INTERNAL REVENUE SERVICE	Fed WH	955.32
			Fed WH	972.23
			FICA	927.88
			FICA	957.70
			Medicare	217.01
			Medicare	223.97
		MISSIONSQUARE RETIREMENT	Retirment 457 &	564.07
			Retirment 457 &	574.77

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 457	34.00
			Retirement 457	34.00
		OPTUM BANK INC	HSA Contribution	30.00
			HSA Contribution	30.00
			HSA Family/Dep. Contributi	50.25
			HSA Family/Dep. Contributi	50.25
			TOTAL:	6,418.59
Transportation	Transportation	INTERNAL REVENUE SERVICE	FICA	927.88
			FICA	957.68
			Medicare	217.01
			Medicare	223.97
		MISSIONSQUARE RETIREMENT	Retirement 401%	366.35
			Retirement 401%	369.88
			Retirement 401	1,064.38
			Retirement 401	1,070.58
		CROWN POWER & EQUIPMENT	BLADE(2) - KUBOTA 40 EXCA	819.08
		PETTY CASH	TRUCK WASH	7.00
			TRUCK WASH	27.00
			PAPER TOWELS	2.58
			TRUCK WASH	30.00
			TRUCK WASH	5.00
			JERSEY GLOVES	7.99
			KITCHEN SUPPLIES	4.08
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	547.33
		WEX INC	TRANS DEPT FUEL	3,533.24
		AMEREN MISSOURI	1075 NICHOLS LTS 6/15-7/16	62.51
			KK DR PALISADES 6/2-7/2/25	108.59
			MAINT SALT BLDG 6/8-7/9/25	13.72
			LAZY DAYS LTS 5/24-6/26/25	32.94
			ST LT SVC 6/1-7/1/25	4,814.38
			CUST OWNED LT 6/1-7/1/25	386.78
		CAPITAL ONE, N.A.	WATER & DRINKS	175.57-
			WATER & DRINKS	166.85
			ICE	18.80
			DRINKS, ICE, FIRST AID	175.18
			ICE CREAM SUPPLIES	20.52
			SUNSCREEN	16.44
		LINDYSPRING LAKE OF THE OZARKS	MARCH PW WTR COOLER RENTAL	3.33
			JUNE PW WATER COOLER RENTA	10.00
			JULY PW WATER COOLER RENTA	10.00
		GFL ENVIRONMENTAL	TRANS TRASH SERVICE	72.91
		ELAN CORPORATE PAYMENT SYSTEMS	OSHA TRANINING	53.99
		OPTUM BANK INC	HSA Contribution	75.00
			HSA Contribution	75.00
			HSA Family/Dep. Contributi	275.25
			HSA Family/Dep. Contributi	275.25
			TOTAL:	16,672.90
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	WATER SALES TAX	5,554.03
			State Withholding	563.87
			State Withholding	564.54
		INTERNAL REVENUE SERVICE	Fed WH	1,487.43
			Fed WH	1,574.52
			FICA	1,115.84
			FICA	1,122.59

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	260.97
			Medicare	262.56
		MISSIONSQUARE RETIREMENT	Retirment 457 &	646.07
			Retirment 457 &	687.47
			Retirement 457	33.00
			Retirement 457	33.00
		OPTUM BANK INC	HSA Contribution	90.00
			HSA Contribution	90.00
			HSA Family/Dep. Contributi	144.75
			HSA Family/Dep. Contributi	144.75
		ONE TIME VENDOR RC HOMES	01-9060-04	250.00
			TOTAL:	14,625.39
Water	Water Fund	INTERNAL REVENUE SERVICE	FICA	1,115.84
			FICA	1,122.60
			Medicare	260.97
			Medicare	262.57
		POSTMASTER	PERMIT #10 RENEWAL	175.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	452.04
			Retirement 401%	469.82
			Retirement 401	1,306.28
			Retirement 401	1,313.92
		LOWE'S	FANS FOR WELL HOUSE	448.10
			WALL BLOCKS AND LUMBER	325.80
			RAKE	56.96
			PVC CUTTER	27.53
			STONE	75.60
		PETTY CASH	CAR WASH	13.00
			PAPER TOWELS	2.58
			TRUCK WASH	13.50
			JERSEY GLOVES	7.99
			KITCHEN SUPPLIES	4.08
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	531.07
		WEX INC	WATER DEPT FUEL	934.11
		AMEREN MISSOURI	6186 FIRE ST WELL 5/29-6/3	7,904.81
			BLUFF RD TOWER 6/8-7/9/25	3,691.16
			COLLEGE WELL 6/5-7/8/25	66.99
			LK RD 54-59 WELL 5/28-6/29	71.64
			SWISS VLG WELL 5/28-6/29/	3,548.09
		CAPITAL ONE, N.A.	WATER & DRINKS	175.57-
			WATER & DRINKS	166.85
			ICE	18.80
			DRINKS, ICE, FIRST AID	175.19
			ICE CREAM SUPPLIES	20.51
			SUNSCREEN	16.44
		LINDYSPRING LAKE OF THE OZARKS	MARCH PW WTR COOLER RENTAL	3.33
			JUNE PW WATER COOLER RENTA	10.00
			JULY PW WATER COOLER RENTA	10.00
		GFI DIGITAL	UB PRNTR MAINT 6/11-7/10/2	12.47
		GFL ENVIRONMENTAL	WATER TRASH SERVICE	72.92
		OPTUM BANK INC	HSA Contribution	75.00
			HSA Contribution	75.00
			HSA Family/Dep. Contributi	349.50
			HSA Family/Dep. Contributi	349.50
		MALONE, JUSTIN	MILEAGE REIMB-6/29,7/2,7/4	100.80
		APPLE MOBILE STORAGE	40' STORAGE CONTAINER (2)	5,400.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
			TOTAL:	30,882.79		
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	712.89		
			State Withholding	686.56		
		INTERNAL REVENUE SERVICE	Fed WH	1,871.45		
			Fed WH	1,746.16		
			FICA	1,552.33		
			FICA	1,546.70		
			Medicare	363.05		
			Medicare	361.74		
		MISSIONSQUARE RETIREMENT	Retirment 457 &	584.64		
			Retirment 457 &	552.52		
			Retirement 457	83.00		
			Retirement 457	83.00		
			Retirement Roth IRA	25.00		
			Retirement Roth IRA	25.00		
		OPTUM BANK INC	HSA Contribution	197.08		
			HSA Contribution	197.08		
			HSA Family/Dep. Contributi	257.50		
			HSA Family/Dep. Contributi	257.50		
					TOTAL:	11,103.20
		Sewer	Sewer Fund	UMB BANK & TRUST	DNR FEE SERIES 2005C	1,540.66
FICA	1,552.33					
INTERNAL REVENUE SERVICE	FICA			1,546.71		
	Medicare			363.05		
	Medicare			361.73		
POSTMASTER	PERMIT #10 RENEWAL			175.00		
MISSIONSQUARE RETIREMENT	Retirement 401%			459.57		
	Retirement 401%			419.67		
	Retirement 401			1,786.80		
	Retirement 401			1,780.44		
LOWE'S	SAFETY GLASSES			28.48		
	UTILITY HOSE			12.33		
	SHOP SUPPLIES			114.73		
PETTY CASH	TRUCK WASH			9.00		
	PAPER TOWELS			2.59		
	TRUCK WASH			13.50		
	TRUCK WASH			14.00		
JERSEY GLOVES	JERSEY GLOVES			8.00		
	KITCHEN SUPPLIES			4.09		
AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES			851.77		
WEX INC	SEWER DEPT FUEL			2,424.63		
AMEREN MISSOURI	5757 CHAPEL SVC 6/15-7/16/			1,290.49		
	GRINDER PUMPS & LIFT STATI			5,557.96		
	GRINDER PUMPS & LIFT STATI			8,516.27		
SUMMIT NATURAL GAS OF MISSOURI INC	PW SVC 6/16-7/15/25			15.00		
CAPITAL ONE, N.A.	WATER & DRINKS			175.57-		
	WATER & DRINKS			166.85		
	ICE			18.80		
	DRINKS, ICE, FIRST AID			175.19		
LINDYSPRING LAKE OF THE OZARKS	ICE CREAM SUPPLIES			20.52		
	SUNSCREEN			16.45		
	MARCH PW WTR COOLER RENTAL			3.34		
	JUNE PW WATER COOLER RENTA			10.00		
	JULY PW WATER COOLER RENTA			10.00		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		GFI DIGITAL	UB PRNTR MAINT 6/11-7/10/2	12.48
		GFL ENVIRONMENTAL	SEWER TRASH SERVICE	72.92
		ELAN CORPORATE PAYMENT SYSTEMS	O RING PART	34.77
		OPTUM BANK INC	HSA Contribution	225.00
			HSA Contribution	225.00
			HSA Family/Dep. Contributi	275.25
			HSA Family/Dep. Contributi	275.25
		DIFFEY, CHAD	MILEAGE REIMB 6/13-6/15/25	105.00
			TOTAL:	30,320.05
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	438.81
			State Withholding	482.00
		INTERNAL REVENUE SERVICE	Fed WH	1,233.71
			Fed WH	1,398.91
			FICA	1,072.39
			FICA	1,093.64
			Medicare	250.80
			Medicare	255.77
		MISSIONSQUARE RETIREMENT	Retirment 457 &	376.21
			Retirment 457 &	360.52
			Loan Repayments	181.56
			Loan Repayments	188.62
		OPTUM BANK INC	HSA Contribution	39.81
			HSA Contribution	41.66
			HSA Family/Dep. Contributi	359.16
			HSA Family/Dep. Contributi	359.16
			TOTAL:	8,132.73
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	1,072.39
			FICA	1,093.64
			Medicare	250.80
			Medicare	255.77
		MISSIONSQUARE RETIREMENT	Retirement 401%	333.19
			Retirement 401%	320.98
			Retirement 401	1,041.39
			Retirement 401	1,012.91
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL 7/1-7/31/25	41.57
		AT&T MOBILITY-CELLS	AMB FN AIRCARDS 6/23/25	88.48
			AMB DEPT CELL PHONES	47.66
		AMBULANCE REIMBURSEMENT SYSTEMS INC	JUNE AMBULANCE REIMBURSEME	2,651.76
		WEX INC	AMB FUEL	616.64
		RUDAT, TOMMI	TRAVEL ADV - MO EMS CONF	265.40
		CAPITAL ONE, N.A.	DISHSOAP	41.47
		ELAN CORPORATE PAYMENT SYSTEMS	BLS INSTRUCTOR COURSE - RU	41.20
			MO EMS COF REGIS - JOHNSON	450.00
		OPTUM BANK INC	HSA Contribution	73.33
			HSA Contribution	75.00
			HSA Family/Dep. Contributi	150.00
			HSA Family/Dep. Contributi	150.00
		JOHNSON, ALEXANDRIA	TRAVEL ADVANCE- MO EMS CON	95.00
		JACKSON, JOSEPH	TRAVEL ADV - MO EMS CONF	265.40
			TOTAL:	10,433.98
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	LCF SALES TAX	4,655.41
			State Withholding	219.60
			State Withholding	234.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	Fed WH	407.52
			Fed WH	493.42
			FICA	405.78
			FICA	481.68
			Medicare	94.90
			Medicare	112.66
		MISSIONSQUARE RETIREMENT	Retirment 457 &	15.21
			Retirement 457 &	82.65
			Retirement 457	90.00
			Retirement 457	90.00
			Loan Repayments	30.39
			Loan Repayments	30.39
			Loan Repayments	74.51
			Loan Repayments	74.51
		OPTUM BANK INC	HSA Family/Dep. Contributi	55.00
			HSA Family/Dep. Contributi	55.00
			TOTAL:	7,703.23
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	LCF RD WELL 6/8-7/9/25	13.72
			LCF RUNWAY LTS 5/28-6/29/2	26.30
			AP FIREHOUSE 5/28-6/29/25	41.03
			KAISER TERMINAL BLDG6/8-7/	612.19
			LCF HANGAR 2 6/8-7/9/25	32.20
			LCF NEW AP HANGAR 6/8-7/9/	119.23
		4 SAC	AP CONFERENCE REGIS-T.DINS	175.00
		NAEGLER OIL CO	LCF EQUIP CHRG & SATELITTE	90.00
		INTERNAL REVENUE SERVICE	FICA	405.78
			FICA	481.68
			Medicare	94.90
			Medicare	112.66
		MISSIONSQUARE RETIREMENT	Retirement 401%	76.15
			Retirement 401%	109.87
			Retirement 401	449.08
			Retirement 401	526.49
		LOWE'S	WIRE STRIPPER AND CABLE	10.58
			WIRE STRIPPER AND CABLE	11.38
		AT&T MOBILITY-CELLS	LCF AP CELL PHONES	23.83
		WEX INC	LCF FUEL	80.50
		CAPITAL ONE, N.A.	ICE AND SUGAR	19.97
			ICE AND SUGAR	37.60
		GFL ENVIRONMENTAL	LCF TRASH SERVICE	100.00
		ELAN CORPORATE PAYMENT SYSTEMS	OIL AND FILTERS	431.47
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Contribution	37.50
			HSA Family/Dep. Contributi	195.00
			HSA Family/Dep. Contributi	195.00
			TOTAL:	4,546.61
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	GG SALES TAX	3.99
			State Withholding	77.40
			State Withholding	77.40
		INTERNAL REVENUE SERVICE	Fed WH	314.92
			Fed WH	314.92
			FICA	290.75
			FICA	292.65
			Medicare	68.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	68.44
		MISSIONSQUARE RETIREMENT	Retirment 457 &	15.20
			Retirment 457 &	15.20
			Retirement 457	60.00
			Retirement 457	60.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	55.00
			HSA Family/Dep. Contributi	55.00
			TOTAL:	1,768.87
Grand Glaize Airport	Grand Glaize Airpo	AMEREN MISSOURI	GG AP HANGAR 5/28-6/29/25	66.24
			GG TBLC EXT D 5/28-6/29/25	221.04
			GG AP SHOP 5/28-6/29/25	22.24
			957 AIRPORT RD 5/28-6/29/2	13.57
			GG AP TBLC EXT D 5/28-6/29	33.33
			GG AP HANGAR 5/28-6/29/25	25.34
			GG AP SLEEPY 5/28-6/29/25	212.28
		4 SAC	AP CONFERENCE REGIS-T.DINS	175.00
		NAEGLER OIL CO	GG EQUIP CHRG & SATELITTE	90.00
		INTERNAL REVENUE SERVICE	FICA	290.75
			FICA	292.65
			Medicare	68.00
			Medicare	68.44
		MISSIONSQUARE RETIREMENT	Retirement 401%	55.82
			Retirement 401%	55.82
			Retirement 401	322.18
			Retirement 401	322.18
		AT&T MOBILITY-CELLS	GG AP CELL PHONES	23.84
		WEX INC	GG FUEL	110.55
		CAPITAL ONE, N.A.	HAND SOAP AND TRASH BAGS	22.67
		GFL ENVIRONMENTAL	GG TRASH SERVICE	65.00
		ELAN CORPORATE PAYMENT SYSTEMS	WHEELS (4)	115.45
			OIL AND FILTERS	153.47
		OPTUM BANK INC	HSA Family/Dep. Contributi	105.00
			HSA Family/Dep. Contributi	105.00
			TOTAL:	3,035.86
TIF - Arrowhead	TIF - Arrowhead	ARROWHEAD DEVELOPMENT GROUP LLC	DVLPR CID REIMB JULY 2025	547.78
			DVLPR REIMB CID APRIL,MAY,	337.66
			TOTAL:	885.44

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
10	General Fund			344,089.98
20	Transportation			23,091.49
30	Water Fund			45,508.18
35	Sewer Fund			41,423.25
40	Ambulance Fund			18,566.71
45	Lee C. Fine Airport Fund			12,249.84
47	Grand Glaize Airport Fund			4,804.73
62	TIF - Arrowhead			885.44

GRAND TOTAL:				490,619.62

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	SUN BADGE CO	ALDERMAN BADGE	187.50
		EVERSTRIVE SOLUTIONS LLC	BOARD OF ALDERMAN TRNG	3,100.00
			TOTAL:	3,287.50
City Administrator	General Fund	GFI DIGITAL	CREDIT FROM OVERPAYMENT	148.03-
			TOTAL:	148.03-
City Treasurer	General Fund	AMAZON CAPITAL SERVICES INC	TONER CARTRIDGE	47.02
			TOTAL:	47.02
Municipal Court	General Fund	SMITH, GARY L	MAY MUNICIPAL JUDGE	1,848.74
			JUNE MUNICIPAL JUDGE	1,848.74
			TOTAL:	3,697.48
Building Inspection	General Fund	STAPLES BUSINESS ADVANTAGE	PAPER	12.46
			AMAZON CAPITAL SERVICES INC	8.96-
			TOTAL:	3.50
Building Maintenance	General Fund	FASTENAL CO	CO DETECTOR - AMBULANCE BA	581.54
		SURECUT LAWN CARE LLC	CH GROUNDS MAINT 6/2025	2,746.85
		CINTAS CORPORATION	CH FLOOR MATS	89.75
			CH FLOOR MATS	81.44
		STAPLES BUSINESS ADVANTAGE	PAPER TWLS, CREAMER,	258.82
			COFFEE AND CUPS	115.08
		MEYER ELECTRIC CO INC	CH PARKING LOTS LIGHT REPA	3,645.14
		AMAZON CAPITAL SERVICES INC	TOILET PAPER	75.00
		SHERLOCK HOME INSPECTIONS LLC	CH PEST CONTROL - 03/25	105.00
		OPENGOV, INC.	FACILITIES DOMAI 7/2025-6/	1,406.32
		WOOD SHED LUMBER	9V BATTERIES	21.98
			TOTAL:	9,126.92
Parks	General Fund	ADVANCED TURF SOLUTIONS INC	TURF FERTILIZER	1,142.08
		O'REILLY AUTOMOTIVE STORES INC	DRIVER SET	39.99
			GLASS CLEANER	17.98
			TRASH BAGS AND HAND SOAP	245.03
		REINHOLD ELECTRIC INC	BALLAST	3,900.00
		KOHL WHOLESALE	CREDIT FOR UNDELIVERED PRO	24.66-
			CREDIT FOR UNDELIVERED PRO	27.36-
			CREDIT FOR UNDELIVERED PRO	30.43-
			CONCESSION SUPPLIES	967.49
			CREDIT FOR UNDELIVERED PRO	44.38-
			CREDIT FOR UNDELIVERED PRO	14.15-
			CREDIT FOR UNDELIVERED PRO	37.64-
			CREDIT FOR UNDELIVERED PRO	103.34-
			CREDIT FOR UNDELIVERED PRO	18.16-
			CREDIT FOR UNDELIVERED PRO	187.90-
		PALMQUIST DISTRIBUTING LLC	DIPPIN DOTS	780.10
		OPENGOV, INC.	ASSET MNGMNT SUB 7/2025-6/	1,409.84
			PARKS/REC DOMAIN 7/2025-6/	937.55
		PEPSICO BEVERAGE SALES, LLC	BEVERAGES FOR CONCESSION	400.52
			DRINKS FOR CONCESSION	1,345.47
			TOTAL:	10,698.03
Human Resources	General Fund	MIDWEST PUBLIC RISK	DEDUCTIBLE CLAIM #MPR25019	1,000.00
		MO DEPT OF LABOR & IND RELATIONS	2025 2ND QTR UNEMPLOYMENT	279.00
			TOTAL:	1,279.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Police	General Fund	PURCELL TIRE & RUBBER CO	(4) TIRES ON PD19	649.00
			(4) TIRES ON 2014 EXPLORER	629.00
		MCCLAIN RADAR SERVICE LLC	RADAR CERTIFICATIONS	830.00
		THE FINISHING TOUCH COMPANY	PD VEHICLE LTTRNG-3 INTERC	1,770.00
		LEON UNIFORM CO INC	NEW ISSUE - ROBINETT	61.50
			EMBLEMS	385.00
			FLASHLIGHTS	504.00
		MOTOROLA SOLUTIONS INC	MOBILE RADIO ACCESSORIES	721.80
		MARELLY LEASING	CPR-D PADZ	548.58
		PSE INSTALLATION	PD 17 SIREN REPAIR	60.00
			ANTENNA INSTALL	70.00
		TURN KEY MOBILE INC	EQUIP - NEW VEHICLES	22,994.00
		LAKE PRINTING COMPANY, INC	OFFICER HANDOUTS	170.00
		HEDRICK MOTIV WERKS LLC	SEAT BELT LATCH - PD 18	269.50
			OIL CHANGE, DIAGNOSTIC - P	271.93
		STAPLES BUSINESS ADVANTAGE	BINDER CLIPS, PAPER, TAPE	111.73
			NOTEPADS	27.56
		MSHP LAW ENFORCEMENT ACADEMY	1ST LINE SUPRVSR TRNG -VER	425.00
		GFI DIGITAL	PD PRNTER MAINT 6/19-7/18/	116.54
		K9 WORKING DOGS INTERNATIONAL, LLC	K9 HANDLER TRANINIG COURSE	2,795.00
		OSAGE ANIMAL HOSPITAL	FLEA & TICK PREVENTION - F	341.53
			`XRAY & OVERNIGHT MONITOR-	783.75
		ONE TIME VENDOR DEBBIE'S ALTERATIONS	SLACK REPAIR	45.00
			TOTAL:	34,580.42
911 Center	General Fund	POLICE LEGAL SCIENCES INC	DISPATCH PRO 12 LESSON PCK	1,220.00
			TOTAL:	1,220.00
Engineering	General Fund	BARTLETT & WEST INC	LAKEPORT PLAN REVIEW 4/26-	665.60
		AMAZON CAPITAL SERVICES INC	OTTERBOX PHONE CASE - ENG	32.38
		OPENGOV, INC.	811 INTEGRATION 7/2025-6/2	1,468.58
			WALKABLYTY DOMAIN 7/2025-6/	656.28
			TOTAL:	2,822.84
Information Technology	General Fund	AMAZON CAPITAL SERVICES INC	HDMI TO VGA CABLE	73.99
			PENS, FLASH DRIVE, HDMI CA	121.73
		TOWNER ELECTRONICS INC	EQUIP REPAIR - PANIC BUTTO	3,173.75
		HUBER & ASSOCIATES, INC	JUNE SOFTWARE MANAGEMENT	793.89
			TOTAL:	4,163.36
Emergency Management	General Fund	OUTDOOR WARNING CONSULTING LLC	SPKR DRVR REPAIR-LZY DAYS&	5,625.00
		SHERLOCK HOME INSPECTIONS LLC	STORM SIREN PST CNTRL - 3/	200.00
			TOTAL:	5,825.00
Economic Development	General Fund	OPERATION FREEDOM EXCHANGE	EVENT SUPPORT- JEEP INVASI	3,000.00
			TOTAL:	3,000.00
Transportation	Transportation	RP LUMBER INC	REBAR AND GREEN TORX SCREW	205.83
		MOTOR HUT INC	ZERO TURN MOWER BELT	185.30
			BLADE FOR HUSTLER MOWER	83.85
		O'REILLY AUTOMOTIVE STORES INC	MEGACRIMP FOR ALL EQUIPMEN	64.06
			TIES FOR STREET LIGHTS/BAN	36.98
			MEGACRIMP FOR SKID STEER	27.87
		LARRY'S LAKESIDE AUTO REPAIR INC	LEAF VAC REPAIR	3,899.55
		SASCO PAVEMENT COATINGS INC	PARTS FOR STRIPING MACHINE	482.06
			PARTS FOR PAINT MACHINE	1,550.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CROWN POWER & EQUIPMENT	PAD FOR BACKHOE	464.00
			MOWER BLADE FOR KUBOTA	92.00
		SHERWIN-WILLIAMS	5 GAL STRAINER	53.80
		SIGMA CONSULTING AND TRAINING INC	CHEMICAL SPILL TRNING -SCH	135.00
			CHEMICAL SPILL TRNING - WA	135.00
			CHEMICAL SPILL TRNG -HERNA	135.00
			CHEMICAL SPILL TRNG -HARRI	135.00
		CLARK TIRE	BACKHOE TIRE INSTALLATION	501.95
		MAGRUDER LIMESTONE CO INC	1" MINUS	1,783.51
			1" MINUS	59.40
			2" MINUS	69.79
		SOUTHWEST STONE SUPPLY INC	1" CREEK ROCK	45.00
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	190.87
			TRANS DEPT FLOOR MATS	7.10
			TRANS DEPT UNIFORMS	190.87
			TRANS DEPT FLOOR MATS	7.10
			TRANS DEPT UNIFORMS	190.87
			TRANS DEPT FLOOR MATS	7.10
		SYDENSTRICKER NOBBE PARTNERS	MAST FOR TRACTOR #9357	1,290.77
		PARKWAY PLAZA TIRE	RACK FEE FOR TRK 3186	28.00
		MILLER AUTO SUPPLY	ADAPTERS FOR PAINT STRIPER	4.80
		DELTA GASES INC	GAS FOR WELDER	32.32
		AMAZON CAPITAL SERVICES INC	TRASH BAGS, HIGHLIGHTERS	8.53
			TRASH BAGS, HIGHLIGHTERS	12.15
			WORK GLOVES	87.37
		MCS RENTAL & SUPPLY	DRILL CORE	60.00
		MO DEPARTMENT OF CORRECTIONS	WORK AGREEMENT 6/10-7/10/2	422.10
		GFI DIGITAL	PW PRNTR MAINT 6/19-7/18/2	38.85
		COUNTRY CORNER SMALL ENGINE	(2) TIRES FOR HUSTLER MOWE	513.00
		ARMOR EQUIPMENT	WATER SUCTION HOSE	436.37
		RUSH TRUCK CENTERS OF MISSOURI INC	HOSE FOR ALL EQUIPMENT	2,500.00
			FOR HYDRAULIC HOLES	125.40
		OPENGOV, INC.	ASSET MNGMNT SUB 7/2025-6/	1,409.85
			TRANSPORT DOMAIN 7/2025-6/	1,406.32
		HENDERSON PRODUCTS INC	INSTALL ASPHALT LIP & SCRE	5,411.01
		WOOD SHED LUMBER	PARTS FOR WELDER	16.25
			TOTAL:	24,542.65
Water	Water Fund	UNITED RENTALS (NORTH AMERICA) INC	CONCRETE SAW RENTAL	271.44
			SAW RENTAL	1,605.00
		ELECTRIC CONTROLS COMPANY INC	SCADA WRK - BLUFF/COLLEGE	1,128.00
		MO VOCATIONAL ENTERPRISES	PW DEPT LICENSE PLATES	30.50
		MO ONE CALL SYSTEM INC	JUNE UTILITY LOCATES	243.00
		SCHULTE SUPPLY INC	1" NEPTUNE METER -#SG89	13,372.80
		O'REILLY AUTOMOTIVE STORES INC	PUMP AND DRILL PUMP	56.96
		CORE & MAIN LP	COUPLING (4)	1,690.72
			6" VALVE AND TAP	1,993.28
			SUPPLIES - GUTRIDGE JOB	2,116.90
			2 X 4 BRASS NIPPLES	175.44
			VALVE BOX AND CPLG	3,746.40
			VALVE BOX ADAPTER	356.40
			HYDRANT PAINT	440.00
			CORED PLUG & 6X2 FLG	285.18
		SIGMA CONSULTING AND TRAINING INC	CHEMICAL SPILL TRNG - MALO	135.00
			CHEMICAL SPILL TRNG - COOK	135.00
			CHEMICAL SPILL TRNG - HAME	135.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CINTAS CORPORATION	WATER DEPT UNIFORMS	175.10
			WATER DEPT FLOOR MATS	7.11
			WATER DEPT UNIFORMS	166.79
			WATER DEPT FLOOR MATS	7.11
			WATER DEPT UNIFORMS	166.79
			WATER DEPT FLOOR MATS	7.11
		AMAZON CAPITAL SERVICES INC	TRASH BAGS, HIGHLIGHTERS	8.53
			TRASH BAGS, HIGHLIGHTERS	12.15
		AESTHETIX ELECTRIC	SVC CALL - SCADA REPAIR	900.00
		GFI DIGITAL	PW PRNTR MAINT 6/19-7/18/2	38.85
		ARMOR EQUIPMENT	WATER SUCTION HOSE	436.37
		OPENGOV, INC.	ASSET MNGMNT SUB 7/2025-6/	1,409.85
			WTR DOMAIN 7/2025-6/2026	937.55
		WOOD SHED LUMBER	HEX PIPE PLUG	1.79
			HOLE SAW BLADE	21.98
			TOTAL:	32,214.10
Sewer	Sewer Fund	MUNICIPAL EQUIPMENT CO	O RING AND GASKET	372.50
		O'REILLY AUTOMOTIVE STORES INC	PUMP TRUCK PUMP OIL	41.93
			FUSES	9.98
		CONSOLIDATED ELECTRICAL DISTR, INC	CIRCUIT MAIN	208.64
			COUPLING, ADAPTERS, BUSHIN	333.62
			COUPLINGS	184.22
		LO-OB JOINT SEWER PLANT	JUNE MONTHLY FLOWS	43,711.82
		CORE & MAIN LP	BRASS NIPPLE, BRASS REDUCE	984.26
			ADAPTERS AND BRASS NIPPLES	303.89
			VALVE BOX ADAPTER	157.10
			VALVE BOX AND PIPE	970.11
		SIGMA CONSULTING AND TRAINING INC	CHEMICAL SPILL TRNG - LAUD	135.00
			CHEMICAL SPILL TRNG - TIMM	135.00
		TRAVIS HODGE HAULING LLC	EXCAVATION FOR GRINDER -MU	6,000.00
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	308.20
			SEWER DEPT FLOOR MATS	7.11
			SEWER DEPT UNIFORMS	308.20
			SEWER DEPT FLOOR MATS	7.11
			SEWER DEPT UNIFORMS	308.20
			SEWER DEPT FLOOR MATS	7.11
		AMAZON CAPITAL SERVICES INC	TRASH BAGS, HIGHLIGHTERS	8.53
			TRASH BAGS, HIGHLIGHTERS	12.15
		REEVES-WIEDEMAN COMPANY	CURB STOP	516.04
			BRASS TEE, ADAPTER	1,013.11
			FINANCE CHARGES	18.52
		GFI DIGITAL	PW PRNTR MAINT 6/19-7/18/2	38.84
		ARMOR EQUIPMENT	WATER SUCTION HOSE	436.37
		HIGH TIDE TECHNOLOGIES	ANNUAL COMMS CALL - HUFF&P	480.00
			ANNUAL COMMS CALL - LEDGES	480.00
			ANNUAL COMMS CALL - ROCKWA	647.50
		OPENGOV, INC.	ASSET MNGMNT SUB 7/2025-6/	1,409.85
			WST WTR DOMAIN 7/2025-6/20	937.55
			STRM WTR DOMAIN 7/2025-6/2	937.55
		INDUSTRIAL CHEM LABS & SERVICES	ODOR CONTROL AND DEGREASER	605.84
		WOOD SHED LUMBER	AUTO CLEANER, GLASS CLEANER	46.62
			WALL SCRAPER, PUTTY	23.97
			FUSES	43.98
			TOTAL:	62,150.42

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Ambulance	Ambulance Fund	PURCELL TIRE & RUBBER CO	TIRES (6) - MEDIC 10	3,131.94
			TIRES (6) - MEDIC 8	1,383.90
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	89.14
		LIFE-ASSIST, INC.	MEDICAL SUPPLIES	122.10
			MEDICAL SUPPLIES	873.98
			MEDICAL SUPPLIES	575.00
			TOTAL:	6,176.06
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	7406 GAL LCF JET FUEL	21,697.79
			7,407 GAL LCF JET FUEL	22,557.86
		O'REILLY AUTOMOTIVE STORES INC	AIR BRAKE TUBE AND WHEEL C	22.11
		CAMDEN COUNTY FIRE & SAFETY	LCF HNGR FIRE EXTINGUISHER	133.00
			LCF AP FIRE EXTINGUISHER S	216.10
		HEDRICK MOTIV WERKS LLC	BRAKE REPAIR - A1	216.11
		DBT TRANSPORTATION SERVICES LLC	NAVAID MAINT 5/1-7/31/25	3,024.50
		SMITH PAPER & JANITOR SUPPLY CO INC	MULTIFLD TWLS	22.29
		SERVPRO	WATER RESTORATION LCF TRMN	2,838.44
		OPENGOV, INC.	ASSET MNGMNT SUB 7/2025-6/	704.92
			TOTAL:	51,433.12
Grand Glaize Airport	Grand Glaize Airpo	O'REILLY AUTOMOTIVE STORES INC	BATTERY	149.84
			POWER STEERING FLUID	21.99
			MOTOR OIL & PWR STEER FLUI	100.47
		HEDRICK MOTIV WERKS LLC	BRAKE REPAIR - A1	216.11
		MCS RENTAL & SUPPLY	LIFT RENTAL FOR BEACON REP	275.00
		SMITH PAPER & JANITOR SUPPLY CO INC	MULTIFLD TWLS	22.29
		OPENGOV, INC.	ASSET MNGMNT SUB 7/2025-6/	704.92
		WOOD SHED LUMBER	BUNGEE CORDS	12.99
			TOTAL:	1,503.61
===== FUND TOTALS =====				
10	General Fund			79,603.04
20	Transportation			24,542.65
30	Water Fund			32,214.10
35	Sewer Fund			62,150.42
40	Ambulance Fund			6,176.06
45	Lee C. Fine Airport Fund			51,433.12
47	Grand Glaize Airport Fund			1,503.61

	GRAND TOTAL:			257,623.00

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
573/302-2000 Phone
573/302-2039 Fax
www.osagebeach-mo.gov



Planning Dept: **AA**
Sewer Dept: **AA**
License #: **05938**
Pd V# 2086

LIQUOR LICENSE APPLICATION

Date of Application: 08/01/2024

Date Application Received:

Name of Establishment: American Elm Co. Coffee Bar

The Coffee and Cocktail Bar

Physical Address: 1046 Main Street, Osage Beach, MO, 65065

Mailing Address: 10 Bluejay Lane, Sunrise Beach, MO, 65079

Applicant Name: Kevin Mauk

(As it is to appear on license. If corporation, name of corporation and managing officer)

- ☐ Original Applications. Submit a copy of your Missouri voter registration card & background check performed by the Missouri Highway Patrol along with the application.
- ☐ Renewal Applications. Submit completed application **and background check per Ordinance 15.81** (voter registration not required for renewals.) Completed applications must be received by May 1st. Applications received after May 1 are subject to the following late fees: May 2 to May 31 - \$100 late fee; June 1 to June 30 - \$200 late fee; after June 30 - \$300 late fee.

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

026

*If applying for a Caterer or Picnic License describe the event in detail, including the event name, location and time.

City of Osage Beach
Agenda Item Summary

Date of Meeting: August 7, 2025
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Bill 25-56 - An ordinance of the City of Osage Beach, Missouri, establishing a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials. *Second Reading*

Requested Action:

Second Reading of Bill #25-56

Ordinance Referenced for Action:

MEC (Missouri Ethics Commission), specifically RSMo Chapter 105, requires re-adoption by the City. Board of Aldermen's approval is required per Section 110.230. Ordinances, Resolutions, Etc. Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

Yes - the current Ordinance

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

City Attorney Comments:

Per City Code 110.230, Bill 25-56 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS.

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

Section 1. The follow sections of the Osage Beach Municipal Code are hereby reenacted and readopted as set for the below:

Section 120.010 Declaration of Policy. The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

Section 120.020 Conflicts of Interest.

- a. All elected and appointed officials as well as employees of the City must comply with conflict of interest statutes under Chapter 105 of the Missouri Revised Statutes as well as any other state law governing official conduct.
- b. If the Mayor or any member of the Board of Aldermen has a “substantial personal or private interest” in any measure, bill, order or ordinance proposed or pending before the Board, he or she must disclose that interest to the City Clerk and such disclosure shall be recorded in the City’s records. Substantial personal or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

Section 120.030 Disclosure Reports. Each elected official, candidate for elective office, the City Administrator, and the City Attorney shall disclose the following information by May 1, or the appropriate deadline as referenced in R.S.Mo. § 105.487 if any such transactions occurred during the previous calendar year:

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the City, other than compensation received as an employee or payment of any tax, fee or penalty due to the City, and other than transfers for no consideration to the City.
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the City, other than payment of any tax, fee or penalty due to the City or transactions involving payment for providing utility service to the City, and other than transfers for no consideration to the City.

- c. The City Administrator and candidates for either of these positions also shall disclose by May 1, or the appropriate deadline as referenced in R.S.Mo. § 105.487, the following information for the previous calendar year:
 - 1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;
 - 2. The name and address of each sole proprietorship that he owned; the name address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class or outstanding stock, limited partnership units or other equity interests;
 - 3. The name and address of each corporation for which such person served in the capacity of a director, officer, or receiver.

Section 120.040 Filing of Reports.

- a. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;
 - 1. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the (council/board) may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.
 - 2. Each person appointed to office shall file the statement within thirty days of such appointment or employment covering the calendar year ending the previous December 31;
 - 3. Every candidate required to file a personal financial disclosure statement shall file no later than fourteen days after the close of filing at which the candidate seeks nomination or election or nomination by caucus. The time period of this statement shall cover the twelve months prior to the closing date of filing for
 - 4. candidacy.
- a. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 120.050. Filing of Ordinance. The City Clerk shall send a certified copy of this ordinance, adopted prior to September 15th, to the Missouri Ethics Commission within ten days of its adoption.

Section 120.060. Time Limit. This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two years from the date of passage.

READ FIRST TIME: July 17, 2025

READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.56 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 25.56.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: August 7, 2025
Originator: Devin Lake, City Administrator
Presenter: Devin Lake, City Administrator

Agenda Item:

Bill 25-59- An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 24.93 adopting the 2025 annual operating budget by removing and adding job titles within the FY2025 Employee Pay Plan. *Second Reading*

Requested Action:

Second Reading of Bill #25-59

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:

No

Budgeted Item:

Yes

Budget Line Information (if applicable):

Department Comments and Recommendation:

Public Works: The City of Osage Beach, like most cities do little to no design work, and in the case of small cities, it is most common to have a third-party engineering firm augment staff as needed. New personnel hired in recent past bring knowledge, expertise and experiences that will be instrumental in improving processes regarding engineering and public works for project delivery and private development management.

City Attorney Comments:

Per City Code 110.230, Bill 25-59 is in correct form.

City Administrator Comments:

I would recommend approval of this staff change for the below reasons:

1. Our City does not have the quantity of design work to utilize a City Engineer position adequately. Cities of our size typically partner with various engineering firms to provide design services on an as-needed basis.

2. It is very difficult to find an engineer that has the necessary design experience for all facets of our needs: water, sewer, electrical, transportation, storm sewer, etc.

Normally, engineers are specialized in one of these areas but are not comfortable in all.

By collaborating with various engineering firms, we can utilize them in their strength areas to bring the most economical value to our City.

Both Jeff and myself feel very comfortable with this approach and are confident that the costs can be managed to be more beneficial than in the past. Since the Project Manager position is in a lower pay level, no monetary budget amendment will be necessary.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 24.93 ADOPTING THE 2025 ANNUAL OPERATING BUDGET BY REMOVING AND ADDING JOB TITLES WITHIN THE FY2025 EMPLOYEE PAY PLAN.

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 as follows:

Pay Level 15
~~City Engineer~~

Pay Level 11
Project Manager

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: July 17, 2025

READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.59 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. 25.59.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

**City of Osage Beach
FY2025 Operating Budget**

Employee Pay Plan

Level	Pay Range	Position	Level	Pay Range	Position
6	\$32,604 - \$47,276	Airport Technician	9	\$48,595 - \$72,893	Building Inspector
		Facilities Custodian			Construction Inspector
		Evidence Custodian			Public Information Officer
		Park Technician I			Detective
		Records Clerk			GIS Technician
7	\$37,495 - \$54,367	Accounts Payable/Payroll Clerk	10	\$55,884 - \$83,826	Police Analyst
		Accounts Receivable Clerk			Police Corporal
		Court Clerk			Public Works III - Sewer
		Dispatcher			Public Works III - Trans
		Department Secretary			Public Works III - Water
		Emergency Medical Technician (EMT)	Ambulance Supervisor		
		Human Resources Coordinator	Dispatch Supervisor		
		Parks Technician II	Police Sergeant - Detective		
		Public Works I - Sewer	Police Sergeant - Patrol		
		Public Works I - Trans	Public Works Foreman - Sewer		
		Public Works I - Water	Public Works Foreman - Transportation		
		Utility Locator	Public Works Foreman - Water		
		Recreation Specialist	Accounting Specialist		
		Utility Billing Clerk	IT Systems Administrator		
8	\$42,257 - \$63,385	Deputy Clerk	11	\$63,007 - \$97,661	City Clerk (Appointed Official)
		Administrative Assistant			City Planner (Appointed Official)
		Lead Dispatcher			Human Resources Director
		Paramedic			Parks and Recreation Manager
		Parks Technician III			***Marketing & Development Director
		Police Officer	Project Manager		
		Public Works II - Sewer	Sewer Superintendent		
		Public Works II - Trans	Transportation & Water Superintendent		
		Public Works II - Water	12	\$72,458 - \$112,310	Airport Manager
		School Resource Officer			Building Official (Appointed Official)
	IT Director				
	Police Lieutenant				
	None				
Notes: 1) City Code Section 125.050 Pay and Compensation establishes the Classification and Compensation System. Review is annually, stating all positions are reviewed periodically. FY2025 Pay Plan effective January 1, 2025. 2) Pay Plan Levels begin at Level 6; no structure for Levels 1 - 5. 3) No positions are outlined for Levels 13. 4) Added Positions ; Positions with +1 Level Lovement; Positions with +2 Level Movement; ***Positions with Title Changes			13	\$83,326 - \$129,156	
			14	\$93,983 - \$150,373	Assistant City Administrator
					Police Chief (Appointed Official)
					Public Works Director (Appointed Official)
			15	\$108,080 - \$172,928	City Treasurer (Appointed Official)
			16	\$124,293 - \$198,868	City Administrator (Appointed Official)
					City Attorney (Appointed Official)

City of Osage Beach
Agenda Item Summary

Date of Meeting: August 7, 2025
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 25-60 - An ordinance of the City of Osage Beach, Missouri, approving a Funding Agreement for consideration of the Osage Beach Investment Group, LLC proposal for Tax Incentive Support for the Osage Beach Outlet Mall. *Second Reading*

Requested Action:

Second Reading of Bill #25-60

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:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

Recommend Adoption to facilitate the consideration of the Osage Beach Investment Group, LLC (Osage Beach Outlet Mall)

City Attorney Comments:

Per City Code 110.230, Bill 25-60 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE APPROVING A FUNDING AGREEMENT FOR CONSIDERATION OF THE OSAGE BEACH INVESTMENT GROUP, LLC PROPOSAL FOR TAX INCENTIVE SUPPORT FOR THE OSAGE BEACH OUTLET MALL

WHEREAS, Osage Beach Investment Group, LLC (“Developer”) has requested that the City consider the approval of public economic development tools to facilitate redevelopment of the former Osage Beach Outlet Marketplace (“Outlet Mall”), which may include: (i) a Tax Increment Financing Plan (the “TIF Plan”) in accordance with Sections 99.800 to 99.865, Revised Statutes of Missouri (“R.S.Mo.”), as amended (the “Act”), said Plan proposing reimbursement to Developer for Redevelopment Project Costs (as defined in the Act) (the “Redevelopment Project Costs”); (ii) a Plan for Industrial Development Project pursuant to Sections 100.010 to 100.200, R.S.Mo. (the “Chapter 100 Act”) to facilitate a sales tax exemption on construction materials (the “Chapter 100 Plan”); (iii) a petition to create a Community Improvement District (the “CID Petition”) pursuant to Section 67.1401 to 67.1571, R.S.Mo. (the “CID Act”); (iv) a Transportation Development District pursuant to Section 238.200 to 238.280 R.S.Mo. (the “TDD Act”); and (v) other related economic development tools and documents to provide assistance to the Developer or its affiliate for the construction, reconstruction, installation or rehabilitation of the Outlet Mall property. For purposes of this Agreement, all of the documents referenced in the foregoing (i)-(v) and proposed by Developer shall be referred to as the “Application”.

WHEREAS, the City is authorized to enter into all contracts necessary or incidental to the implementation and furtherance of a redevelopment project; and

WHEREAS, pursuant to Section 70.220 of the Revised Statutes of Missouri, the City is authorized to contract and cooperate with any private person for the planning, development, construction and operation of any public improvement or facility; and

WHEREAS, the Board of Aldermen desires to enter into an agreement to ensure that the City has a source of funds to finance costs incurred for additional legal, financial and other consultants or for direct out-of-pocket expenses and other costs to review, evaluate, process and consider the Application.

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

1. The Funding Agreement attached as Exhibit A is approved and may be executed by the Mayor on behalf of the City.
2. This Ordinance shall take effect immediately upon passage by the Board of Aldermen and approval by the Mayor.

READ FIRST TIME: July 17, 2025

READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.60. 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. 25.60.

ATTEST:

Michael Harmison, Mayor

Tara Berreth, City Clerk

FUNDING AGREEMENT

This **FUNDING AGREEMENT** (this “*Agreement*”) is entered into this ____ day of _____, 2025 (the “Effective Date”) between the **CITY OF OSAGE BEACH, MISSOURI** (the “*City*”), and **OSAGE BEACH INVESTMENT GROUP, LLC** (the “*Developer*”).

RECITALS

WHEREAS, the City is a fourth-class city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Revised Statutes of the State of Missouri; and

WHEREAS, the Developer is a limited liability company and is authorized to conduct business in the State of Missouri; and

WHEREAS, the Developer desires to redevelop the Osage Beach Outlet Marketplace (the “Redevelopment Project”) and intends to request that the City consider certain development incentives in connection with the Redevelopment Project, including, without limitation, tax increment financing, creation of special taxing districts and a sales tax exemption on construction materials (collectively, the “*Potential Incentives*”); and

WHEREAS, if any of the Potential Incentives are approved by the City, the City may be requested to provide such other services and assistance as may be required to implement and administer various incentive programs; and

WHEREAS, it is the City’s policy that a developer who desires assistance from the City in a public-private partnership or through the use of economic incentive tools shall demonstrate the financial ability to allow for the full and fair evaluation by the City of all development proposals and requests for economic incentives from the City; and

WHEREAS, in order for the City to fully consider and evaluate the Potential Incentives, the TIF Policy adopted by the City (the “*TIF Policy*”) and the CID Policy adopted by the City (the “*CID Policy*”) require the Developer to deposit funds with the City to be used by the City to pay expenses necessary to perform a full evaluation of applications, plans, petitions, agreements and other documents (the “*Incentive Documents*”) associated with the Potential Incentives, and engage consultants as needed for such evaluation.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. City and Developer Services.

A. The City shall provide the following City Services (the “*City Services*”):

i. Prepare or consult with the Developer or its designee on the preparation and consideration of the Potential Incentives and the Incentive Documents in accordance with applicable law and the City’s the TIF Policy and the CID Policy, and give all notices, make all publications and hold hearings related thereto as required by applicable law;

ii. Provide necessary staff, legal, financial, and planning assistance to review and evaluate the Potential Incentives and the Incentive Documents for the City, and to prepare and present required ordinances to the Board of Aldermen of the City;

iii. Provide the necessary staff and legal, financial and planning assistance to prepare and negotiate a definitive agreement between the Developer (or its assignee or designee) and the City for implementation of the Proposed Incentives (the “Development Agreement”); and

iv. If a Development Agreement is entered into, provide the necessary staff, legal, financial and planning assistance to administer the Development Agreement.

B. The Developer shall:

i. Assist and cooperate with the City in providing the City Services;

ii. Provide to the City, upon request, a copy of surveys, planning documents, economic projections, engineering work, environmental studies and other information obtained or to be obtained by the Developer containing information that the City will reasonably need or would otherwise be required for the consideration of the Potential Incentives and the Incentive Documents.

2. Initial Deposit.

The City acknowledges receipt of Fifty Thousand Dollars (\$50,000.00) (the “*Deposit*”) from the Developer. The City shall disburse the Deposit as set forth in **Section 4** and shall notify the Developer when necessary to re-establish the Deposit in accordance with **Section 3** hereof, from which additional disbursements may be made as needed.

3. Additional Funding.

A. When it appears to the City that fifty percent (50%) of the Deposit has been drawn or will be disbursed, the City may submit to Developer invoices for additional deposits as are necessary to cover actual out-of-pocket expenses necessary to perform its obligations hereunder or for any additional obligations or expenditures reasonably estimated to be incurred by the City in connection with this Agreement. The Developer shall pay the City the amount set forth on such invoice (the “*Additional Funds*”) within thirty (30) days of receipt thereof. If such funds are not so received, the City shall be relieved of any and all obligations hereunder until paid or may terminate this Agreement pursuant to **Section 8**.

B. The City and the Developer agree that the Developer shall reimburse the City for its actual out-of-pocket expenses necessary to perform the City’s obligations hereunder, using special legal counsel, a financial advisor and/or other consultants as approved according to this paragraph. The City shall advise the Developer in writing in advance if it intends to utilize the services of any other consultants, other than special legal counsel (Gilmore & Bell, P.C.) and financial advisor (Columbia Capital), to perform its obligations under the terms of this Agreement. Such written agreement shall include the name of the consultant, the service to be preformed and an estimate of the cost expected.

C. Both the City and the Developer acknowledge that expenses incurred by the City may exceed the initial deposit of \$50,000.00. Notwithstanding the foregoing or anything in this Agreement to the contrary, the Developer may, at any time, determine not to pay Additional Funds by providing the City with written notice that the Developer will no longer pay any expenses in excess of the total expenses incurred on the date the City receives notice of the Developer’s decision not to proceed. The Developer shall pay all such expense incurred before the Developer’s notice to the City of the decision not to proceed.

The City may treat such election by Developer not to pay Additional Funds as Developer's election to withdraw any pending application for Potential Incentives.

4. Disbursement of Funds.

The City shall timely disburse the Deposit and Additional Funds for reimbursement of costs to the City, and for consulting fees and the payment of all out-of-pocket expenses incurred by the City in connection with the performance of its obligations under this Agreement as payment for such expenses as they become due. The City shall send to the Developer a copy of the record for each disbursement made pursuant to this Agreement.

5. Reimbursement from TIF and Special Taxing Districts

If tax increment financing or special taxing districts are approved and the Developer is selected to implement the Redevelopment Project, the Developer shall be entitled to reimbursement of the Deposit and any Additional Funds from tax increment financing and special taxing district revenues or the proceeds of any notes or bonds issued to finance the Redevelopment Project to the extent permitted by law.

6. Application Administration.

In addition to the services set forth in **Section 1**, the City may be required to provide services from time to time for the continuing administration of the Incentive Documents. Upon appropriate itemization, the City shall be reimbursed by the Developer for actual meeting expenses and other third-party expenses that are reasonable or incidental to the general operations of the City with respect to administration of the Incentive Documents and any development related thereto, but specifically excluding any amount attributable to the time of any salaried staff member of the City. The provisions of this section shall apply until such time as the City and the Developer agree to and execute a Development Agreement between the Developer and the City.

7. Legal Representation.

The Developer understands and acknowledges that this arrangement is an accommodation to the Developer in which the City's special legal counsel is not providing legal representation to the Developer and that no attorney-client relationship between the Developer and the City's special legal counsel shall exist by any reason including, but not limited to, the Developer's payment of the City's legal expenses. The Developer further understands that legal counsel paid pursuant to this Agreement is legal counsel for the City and acknowledges the duties of said counsel to the City of confidentiality and loyalty.

8. Termination.

A. In the event the Developer fails to perform any of its obligations herein, the City may terminate this Agreement, at its sole discretion if the Developer fails to cure the default within ten (10) days after written notice to the Developer of the default. Upon such termination, the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all expenses incurred under this Agreement to the date of termination.

B. The parties hereto acknowledge that the Developer may determine to abandon the Application at any time. Upon written notice of abandonment by the Developer, this Agreement shall terminate and the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all expenses incurred under this Agreement up to the date of termination.

C. Upon termination of this Agreement, in the event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding expenses of the City payable hereunder, the Developer shall reimburse the City as set forth in **Section 3**. After termination of this Agreement, any amounts remaining from the Deposit and the Additional Funds after all amounts have either been paid as directed by, or reimbursed to, the City shall be returned to the Developer within ten (10) days of the termination date.

D. This Agreement may be terminated by mutual agreement of the City and the Developer pursuant to a Development Agreement that is executed by the City and the Developer.

9. Subsequent Developers.

In the event the City selects another developer (the “Subsequent Developer”) pursuant to a request for proposals to carry out the Redevelopment Project, the City shall require the Subsequent Developer to assume all obligations of the Developer under this Agreement as of the date it is designated as the Developer and to reimburse the Developer for its expenditures under this Agreement, which must first be submitted to and approved by the City.

10. City Requirements and Prior Approval.

The Developer agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City’s zoning ordinances, subdivision regulations and all planning or infrastructure requirements related to the development of Developer’s property. The parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies and does not in any way constitute prior approval of any future proposal for development, including the Application. The parties understand that the City may not lawfully contract away its police powers and that approval of the Application and any zoning, subdivision and similar development applications cannot be contractually guaranteed. This Agreement does not alter or diminish the City’s ability to exercise its legislative discretion to consider the Potential Incentives, Incentive Documents and all applicable laws with respect to development of the property.

Before a vote by the Board of Aldermen for approval or disapproval of any Potential Incentive or Incentive Document, the Developer shall deposit with the City, upon notice from the City, sufficient funds to pay all outstanding expenses incurred hereunder and such other funds as the City’s outside legal counsel and financial consultant may estimate are necessary for the completion of their services related Potential Incentive or Incentive Document approval.

11. Notice.

Any notice, approval, request or consent required by or asked to be given under this Agreement shall be in writing and deemed to have been given or made (a) three (3) business days after deposit with the United States Postal Service as registered or certified mail, postage prepaid, (b) upon delivery if delivered by hand, (c) electronic transmission (e-mail), or (d) one (1) business day after presented to a recognized overnight courier service (such as Federal Express), fee prepaid, for next day delivery, and in each case addressed as follows:

To the City: Devin Lake City Administrator City of Osage Beach 1000 City Parkway Osage Beach, Missouri 65065	with a copy to: Cole Bradbury City Attorney City of Osage Beach 1000 City Parkway Osage Beach, Missouri 65065
To the Developer:	with a copy to:

The City or Developer (each a “Party”) may specify that notice be addressed to any other person or address by giving to the other Party ten (10) days written notice of such change.

12. Miscellaneous.

A. Governing Law, Counterparts. This Agreement shall be governed by Missouri law and may be executed in counterparts.

B. Severability. If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforced as if such provision were not contained in this Agreement.

C. No Waiver. Failure of any Party to this Agreement to enforce its rights pursuant to this Agreement shall not be deemed a waiver of any such rights.

D. Successors and Assigns. This Agreement may not be assigned by any Party without the prior written consent of all Parties. No assignment, unless specifically provided for in such consent, shall relieve the assigning Party of any liability pursuant to this Agreement. This Agreement shall be binding upon the Parties and their successors and permitted assigns.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF OSAGE BEACH, MISSOURI

By: _____
Michael Harmison, Mayor

Attest:

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

Osage Beach Investment Group, LLC

By: _____
Name: _____
Title: _____

City of Osage Beach
Agenda Item Summary

Date of Meeting: August 7, 2025
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:

Public Hearing - Rezoning Case 427, RWK Real Estate, LLC., requesting an amendment of PUD 210 for additional commercial and residential use.

Requested Action:

Public Hearing for Rezoning Case 427

Ordinance Referenced for Action:

The Board of Aldermen shall hold a public hearing on each application for an amendment to the Zoning Map per Municipal Code Chapter 405 Zoning Regulations.

Deadline for Action:

Yes - 90 Day Rule

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This is the Public Hearing For Rezoning Case 427, a request by RWK Real Estate, LLC. to amend PUD 210 for additional commercial and residential use.

City Attorney Comments:

City Administrator Comments:

City of Osage Beach
Agenda Item Summary

Date of Meeting: August 7, 2025
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:

Bill 25-61 An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case no. 427. *First Reading*

Requested Action:

First Reading of Bill #25-61

Ordinance Referenced for Action:

Board of Aldermen approval is required for an amendment to the Zoning Map per Municipal Code Chapter 405 Zoning Regulations.

Deadline for Action:

Yes - 90 day rule

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

See the attached information. The Planning Commission reviewed the request at their meeting on July 8, 2025 and have forwarded it to the Board with a unanimous recommendation for approval.

City Attorney Comments:

Per City Code 110.230, Bill 25-61 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN AMENDMENT TO THE ZONING MAP OF THE CITY OF OSAGE BEACH, MISSOURI. BY REZONING A PARCEL OF LAND AS DESCRIBED IN REZONING CASE #427.

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

Section 1. That the real estate, generally described as RWK Real Estate LLC, is under the terms and conditions contained in Exhibit A and Exhibit B, attached hereto in Rezoning Case No. 427.

Exhibit A: Legal Description.

Exhibit B: Conditions

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 25-61 was duly passed , 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 25.61.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

“EXHIBIT A “
LEGAL DESCRIPTION

R-1 Zoning

A tract of land situated and being part of the Southwest 1/4 of the Northwest 1/4, Section 10, Township 39 North, Range 16 West, said tract also being part of Lot 8, Sycamore Creek Estates North, Second Amended Plat, as recorded in Plat Book 85, Page 14, in the Office of the Recorder, Camden County, Missouri, being more particularly described by metes and bounds as follows:

BEGINNING at the SW corner of Lot 4B, of said Sycamore Creek Estates North, Second Amended Plat, thence South 88 deg 10 min 54 sec East, along the South line thereof, 336.18 feet to the SE corner of said Lot 4B and the Westerly right of way of Dogwood Road, thence leaving said South line, and continuing along said Westerly right of way as follows:
South 08 deg 34 min 37 sec West, 314.79 feet, thence South 29 deg 12 min 00 sec West, 213.70 feet to the intersection of said Westerly right of way and the Northerly right of way of Dude Ranch Road, thence leaving said Dogwood Road right of way and continuing along said Northerly right of way of Dude Ranch Road, South 85 deg 02 min 00 sec West, 58.53 feet, thence South 80 deg 17 min 00 sec West, 235.44 feet, thence leaving said Northerly right of way, North 15 deg 19 min 31 sec East, 244.65, thence North 08 deg 27 min 11 sec East, 160.00 feet, thence North 06 deg 14 min 13 sec East, 160.00 feet to the POINT OF BEGINNING.

Containing 3.85 acres.

C-1 Zoning

A tract of land situated and being part of the Southwest 1/4 of the Northwest 1/4, Section 10, Township 39 North, Range 16 West, said tract also being part of Lot 8, Sycamore Creek Estates North, Second Amended Plat, as recorded in Plat Book 85, Page 14, in the Office of the Recorder, Camden County, Missouri, being more particularly described by metes and bounds as follows:

COMMENCING at the NW corner of Lot 1, of Sycamore Creek Estates, as recorded in Plat Book 48, Page 33, thence South 87 deg 56 min 18 sec East, 280.12 feet to the NE corner of said Lot 1 and the POINT OF BEGINNING, thence along the East line of said Lot 1, South 01 deg 45 min 08 sec West, 470.33 feet to the Northerly right of way of Dude Ranch Road, thence leaving said East line and continuing along said Dude Ranch Road right of way, on a curve to the left, 85.44 feet, with a radius of 617.60 feet and a chord direction of North 80 deg 35 min 48 sec East, 85.38 feet, thence North 76 deg 38 min 00 sec East, 113.94 feet, thence North 80 deg 17 min 00 sec East, 62.73 feet, thence leaving said Northerly right of way, North 03 deg 10 min 27 sec East, 556.49 feet, thence North 88 deg 10 min 54 sec West, 228.69 feet to the East line of Lot 2, of Sycamore Creek Estates North, First Amended, as recorded in Plat Book 58, Book 2 in said Office of the Recorder, thence South 01 deg 43 min 24 sec West, along said East line, 145.18 feet to the SE corner of said Lot 2, thence North 87 deg 56 min 18 sec West along the South line thereof, 10.43 feet to the POINT OF BEGINNING.

Containing 3.39 acres.

**“EXHIBIT B”
CONDITIONS**

Permitted Uses within the C-1 Property:

Boat sales and Service, retail sales and service facilities, restaurant, convenience, and office uses and their accessories as provided by the regulations of the C-1 Zoning District.

Any other proposed use that deviates from the uses permitted in the above-listed regulatory document will require an amendment to the approved PUD.

Permitted Uses within the R-1 Property:

Single-Family Residential as regulated by the R-1b Zoning District.

Access to the residential lots will be derived exclusively from Dogwood Lane.

Construction:

Construction shall be in accordance with the Building Codes as adopted by the City of Osage Beach at the time of Building Permit acquisition for each individual facility.

Bulk, Area, and Height Requirements:

Shall be in conformance with the Building Code, the final PUD document, and the Project Development Plan.

Public Facilities:

Engineering plans for water, streets, and sewer improvements will be submitted with the required permit applications or plats. These plans, including a drainage plan, must be submitted and approved prior to development. Coordination with the City Engineer is required to ensure that all public improvements are sized and designed to accommodate future phases of development and adjacent properties.

1. All required public improvements will be constructed by the applicants or subsequent owner(s). Financial assurances must be provided in conjunction with the preliminary and final plats.
2. Any infrastructure to be dedicated to the City of Osage Beach into any of the public systems must go through the required procedure for acceptance by the City.

Access:

Access shall be derived from Nichols and Dude Ranch Roads for the commercial uses and exclusively from Dogwood Lane for the residential uses. If street upgrade is required to provide capacity for the development, the developer will be responsible for the design and installation of the required infrastructure. All street construction or improvements to the existing roads must conform to the city design guidelines.

Parking:

All development shall, at minimum, adhere to Osage Beach off-street parking requirements.

Buffering and Screening:

Buffering and screening shall be required as per the Osage Beach Zoning Code for the C-1 (General Commercial) and surrounding zones. The buffer zone, between the commercial and residential properties, that is proposed in this request, must be maintained and cannot be developed.

Exterior Lighting:

1. Exterior lighting shall be designed, located and constructed to eliminate or significantly reduce glare and/or a general increase in lighting intensity within the adjoining existing residential area(s). Additionally, all exterior lighting shall be so arranged and shielded so as to confine all direct light rays within the boundaries of this district.
2. All street lighting proposed shall meet the City's standards for street lighting for the specific designation for each roadway (thoroughfare, collector, local etc.). Applicants should coordinate with the City's Engineering Department on street lighting installations.

Signage:

All signage within the PUD District will be required to meet the city sign code and a permit must be acquired from the city prior to construction or placement of all signage whether it is a development wide or individual facility sign.

Maintenance of Open Space and Common Areas:

The maintenance of common area and facilities within the district shall remain the responsibility of the developer(s) or shall be assumed by a legally constituted property owners association that meets all the legal requirements prescribed by the City Attorney.

Platting:

All development within this PUD must be platted in accordance with Osage Beach Subdivision Regulations. The uses permitted and the intensity of development as prescribed by the approval of this PUD shall not be subject to review during the platting process.

Final Development Plan:

1. A final PUD development plan for the property has been submitted to the Planning Department and is enclosed in your packet. The final development for the individual lots will be submitted and reviewed during the Building Permit process. The submitted document is in line with the recommendations within this report and is ready for the Planning Commission to review and make a recommendation to the Board of Aldermen.

Any necessary platting will require complete review and approval as specified in the City of Osage Beach Subdivision Code.

**PLANNING DEPARTMENT
REPORT TO
PLANNING COMMISSION**

Date:	July 8, 2025	Case Number:	427
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Applicant: RWK Real Estate LLC.

Location: Northeast Corner of Dude Ranch and Nichols Road.

Petition: To amend PUD 210 for additional commercial and residential use.

Existing Use: Vacant Commercial and Golf Course property.

Zoning: PUD 210
Golf Course/ Open Space
C-1 General Commercial

Tract Size: 18.99 acres

	<u>Surrounding Zoning:</u>	<u>Surrounding Land Use:</u>
<u>North:</u>	C-1 General Commercial R-1a Single Family	Shop buildings/residential Dogwood Park Estates
<u>South:</u>	PUD	Vacant Golf Course/Residential
<u>East:</u>	PUD	Vacant Golf Course/Residential
<u>West:</u>	R-1a Single Family	Woodland Cove Subdivision

**The Osage Beach Comprehensive Plan
Designates this area as appropriate for:** Moderate Density Residential

<u>Rezoning History</u>	<u>Case #</u>	<u>Date</u>
	PUD 125	April 1994
	PUD 180	January 1997 (withdrawn)
	PUD 197	April 1998
	PUD 210	April 1999

Utilities

<u>Water:</u>	City	<u>Gas:</u>	Summit Gas
<u>Electricity:</u>	Ameren UE	<u>Sewer:</u>	City

Access: Property has frontage on Nichols Road, Dude Ranch Road, and Dogwood Lane.

Analysis:

- 1) The applicants are the owners of the 18.99 acres in question. The property is currently zoned C-1 (General Commercial) and PUD for Commercial and Golf Course/Open Space uses. Because the golf course is no longer in operation, the previous owners have begun selling off the properties that were once part of the facility. The applicant purchased the subject property with the intent to repurpose the portion of the land, that is dedicated for golf course use, for a new boat sales and service location for their business and some additional single-family housing on the Dogwood Lane Frontage.
- 2) The applicant is requesting an amendment to the current PUD that expands both the Commercial and Residential uses within the subject area. The applicant is proposing to increase the commercial property, from the, approximately, 7.6 acres that exists today, to 11.06 acres and to also add an additional 3.83 acres of single-family property, or three additional lots, to the Dogwood Lane frontage.
- 3) The access into the commercial property will be derived from Nichols Road and Dude Ranch Road, while the residential will be accessed exclusively from Dogwood Lane
- 4) The character of surrounding development is mixed with mostly residential on the local streets with commercial uses scattered within the properties that front Nichols and Dude Ranch Road. It is also worth noting the nearly 200 acres of undeveloped land that was previously the location of the Sycamore Creek Golf Course. That property is currently available for purchase and will, without a doubt, be home to a mixed-use development in the coming future.
- 5) The proposed development will be required to meet the zoning code requirements of the specific zones that each use falls in unless otherwise listed with the PUD permitted uses. All construction is required to meet the Building Codes that have been adopted at the time in which the Building Permit is issued for each specific building. The Osage Beach Design Guidelines will be followed in the design and construction of the developmental services (sewer, water, streets, etc.).

Department Comments and Recommendations:

The PUD is a zoning tool to offer flexibility within the rigid zoning districts by allowing mixed-use developments that adhere to the goals and objectives of the Comprehensive Plan. In this situation we have a portion of the property that was once home to the Sycamore Creek Golf Course. Now that the golf facility is no longer in operation, we are seeing the properties purchased for new uses. In this case, the applicants are requesting to expand the commercial and residential uses, that were already approved for the subject property, into the portion of the land that was used for hole number 17 and its possible expansion. As part of this request, a 4.14-acre buffer property will remain between the commercial and residential properties leaving 300 to nearly 600 feet of wooded area between the proposed commercial property and the existing homes.

Keep in mind that once this request is approved, the only development that can take place within the PUD District are those that conform to the permitted uses and regulations of the PUD itself. This includes everything from facility construction to infrastructure development.

The Comprehensive Plan recommends moderate density residential for the subject property. It is worth noting that this property was rezoned under the previous Comprehensive Plan which at the time called for Low Density Single Family.

Keeping in mind the existing conditions of the subject property, I believe the proposed amendment will be a benefit to the developer while still accomplishing the goals of the community and protecting the surrounding property owners; **the Planning Department recommends approval of this request subject to the following provisions:**

Permitted Uses within the C-1 Property:

Boat sales and Service, retail sales and service facilities, restaurant, convenience, and office uses and their accessories as provided by the regulations of the C-1 Zoning District.

Any other proposed use that deviates from the uses permitted in the above-listed regulatory document will require an amendment to the approved PUD.

Permitted Uses within the R-1 Property:

Single-Family Residential as regulated by the R-1b Zoning District.

Access to the residential lots will be derived exclusively from Dogwood Lane.

Construction:

Construction shall be in accordance with the Building Codes as adopted by the City of Osage Beach at the time of Building Permit acquisition for each individual facility.

Bulk, Area, and Height Requirements:

Shall be in conformance with the Building Code, the final PUD document, and the Project Development Plan.

Public Facilities:

Engineering plans for water, streets, and sewer improvements will be submitted with the required permit applications or plats. These plans, including a drainage plan, must be submitted and approved prior to development. Coordination with the City Engineer is required to ensure that all public improvements are sized and designed to accommodate future phases of development and adjacent properties.

1. All required public improvements will be constructed by the applicants or subsequent owner(s). Financial assurances must be provided in conjunction with the preliminary and final plats.
2. Any infrastructure to be dedicated to the City of Osage Beach into any of the public systems must go through the required procedure for acceptance by the City.

Access:

Access shall be derived from Nichols and Dude Ranch Roads for the commercial uses and exclusively from Dogwood Lane for the residential uses. If street upgrade is required to provide capacity for the development, the developer will be responsible for the design and installation of the required infrastructure. All street construction or improvements to the existing roads must conform to the city design guidelines.

Parking:

All development shall, at minimum, adhere to Osage Beach off-street parking requirements.

Buffering and Screening:

Buffering and screening shall be required as per the Osage Beach Zoning Code for the C-1 (General Commercial) and surrounding zones. The buffer zone, between the commercial and residential properties, that is proposed in this request, must be maintained and cannot be developed.

Exterior Lighting:

1. Exterior lighting shall be designed, located and constructed to eliminate or significantly reduce glare and/or a general increase in lighting intensity within the adjoining existing residential area(s). Additionally, all exterior lighting shall be so arranged and shielded so as to confine all direct light rays within the boundaries of this district.
2. All street lighting proposed shall meet the City's standards for street lighting for the specific designation for each roadway (thoroughfare, collector, local etc.). Applicants should coordinate with the City's Engineering Department on street lighting installations.

Signage:

All signage within the PUD District will be required to meet the city sign code and a permit must be acquired from the city prior to construction or placement of all signage whether it is a development wide or individual facility sign.

Maintenance of Open Space and Common Areas:

The maintenance of common area and facilities within the district shall remain the responsibility of the developer(s) or shall be assumed by a legally constituted property owners association that meets all the legal requirements prescribed by the City Attorney.

Platting:

All development within this PUD must be platted in accordance with Osage Beach Subdivision Regulations. The uses permitted and the intensity of development as prescribed by the approval of this PUD shall not be subject to review during the platting process.

Final Development Plan:

1. A final PUD development plan for the property has been submitted to the Planning Department and is enclosed in your packet. The final development for the individual lots will be submitted and reviewed during the Building Permit process. The submitted document is in line with the recommendations within this report and is ready for the Planning Commission to review and make a recommendation to the Board of Aldermen.

Any necessary platting will require complete review and approval as specified in the City of Osage Beach Subdivision Code.



Date Received: _____
Case #: _____

REZONING/SPECIAL USE PERMIT APPLICATION

1. Name of property owner: RWK Real Estate LLC Phone: 573-216-6380

Address: 5250 Dude Ranch Road City: Osage Beach State: MO Zip: 65065

List all owners of the property. If corporation or partnership, list names, addresses and phone numbers of principal officers or partners:

Ryan Kelly - 5250 Dude Ranch Road Osage Beach MO 65065 - 573-216-6380

Kyle Kelly - 5250 Dude Ranch Road Osage Beach MO 65065 - 573-216-3620

2. Name of landowner's representative, if different from above: Same as Above Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

3. All correspondence relative to this application should be directed to whom? Ryan and Kyle Kelly

Address: 5250 Dude Ranch Road City: Osage Beach State: MO Zip: 65065

4. General location of property to be rezoned or for which special use permit is sought (include street numbers for existing structures):

Address: _____ City: _____ State: _____ Zip: _____

See attached Survey Plat

5. Do you have a specific use proposed for this property? ☒ Yes ☐ No

Explain all uses: C-1 General Commercial, R-1 Single Family Residential

6. Area of property in square feet or acres: 18.99 Acres

7. Current zoning classification: Planned Unit Development

8. Sources of utilities: Water: City Utilities Gas: Summit Natural Gas

Sewer: City Utilities Electric: Ameren UE

9. Proposed zoning classification: Planned Use Development - Revision

10. How long have you owned this property? 3 years

11. Current use of property (describe all improvements): Vacant Land

12. Current use of all property adjacent to subject property: North: Residential

South: Old - Golf Course East: Residential West: Residential

13. If zoning district or comparable use to that proposed adjoins or lies within the vicinity of subject property, please describe the use and its location:

Currently the land is in an approved PUD, the Owner wants to designate Single Family lots, and adjust existing commercial

14. Do you own property abutting or in the vicinity of the subject property? ☐ Yes ☒ No

If yes, where is the property located and why was it not included with this application?

15. Do any private covenants or restrictions encumber the subject property which could be in conflict with the proposed zoning classification? ☐ Yes ☒ No

If yes, please remit copy of restrictions with Recorder of Deeds Book and Page number.

16. To your knowledge, has any previous application for the reclassification of the subject property been submitted? ☐ Yes ☒ No

17. How, in your opinion, will the rezoning affect public facilities (sewer, water, schools, roads, etc.), and what mitigating measures are proposed to address these problems, if any? Please include a letter from or regarding, City Engineering Department reviews of proposed zoning.

There are adequate public utilities near the area to service the development, the rezoning will not affect those facilities.

18. How, in your opinion, will rezoning affect adjacent properties and what mitigating measures are proposed to address these problems, if any?

The rezoning will not affect adjacent property as the PUD already includes C-1 lots and the R-1 lots mirror the neighboring lots

19. List the reasons why, in your opinion, this application for rezoning/special use permit should be granted (may be left blank if adequately described in letter to Planning Commission):

This revision is to an existing PUD and the revision does not increase zoning above what is already approved

Notary Information

State of Missouri }

ss

County of Camden }

I, Ryan & Kyle Kelly, owner/applicant, having read the procedures and instructions, make application for a change in the zoning district boundary lines as shown on the zoning maps of the City of Osage Beach, Missouri and explained in this application.

Signature Owner/Applicant: [Signature]

Date:

Subscribed and sworn to before me on this 19 day of June, 20 25

Notary Public: [Signature]

My Commission Expires: 12-10-2025

Person Accepting this Application:



****Applications not properly signed and notarized may be removed from the Agenda and returned to the applicant via regular mail ****

CITY OF OSAGE BEACH
PLANNING DEPARTMENT
1000 CITY PARKWAY
OSAGE BEACH, MO 65065
573-302-2000 Phone – 573-302-0528 FAX



June 20, 2025

Cary Patterson
City of Osage Beach – City Planner
1000 City Parkway
Osage Beach, MO 65065

RE: RWK Real Estate LLC – Shamrock Subdivision PUD Modification

Dear Cary Patterson:

On behalf of RWK Real Estate, LLC, I respectfully request the modification of Sycamore Creek Subdivision, A Planned Unit Development, a 138.2-acre tract of land originally zoned as a PUD. The original PUD included Sycamore Creek Golf Course, Light Density Residential, Moderate Density Residential, High Traffic Commercial and Open Space – Golf Course. The property is located on the corner of Nichols Road and Dude Ranch Road. There are currently the remaining portions of Sycamore Creek Golf Course to the south within the PUD. There is also R-1 Single Family Residential to the West, North, and East.

The purpose of the rezone is to provide three R-1 residential lots and to modify a portion of the Open area into additional C-1 General Commercial Area, totaling 18.99 Acres. The C-1 General Commercial lot is proposed to have a 160' x 240' building. The building will be constructed within the setback requirements for C-1 and no variances will be necessary for the project. Immediate surrounding properties shall have a natural, vegetative buffer of at least 200 feet between them and the commercial building.

Water and Domestic Sewer collection will be provided by City of Osage Beach existing infrastructure.

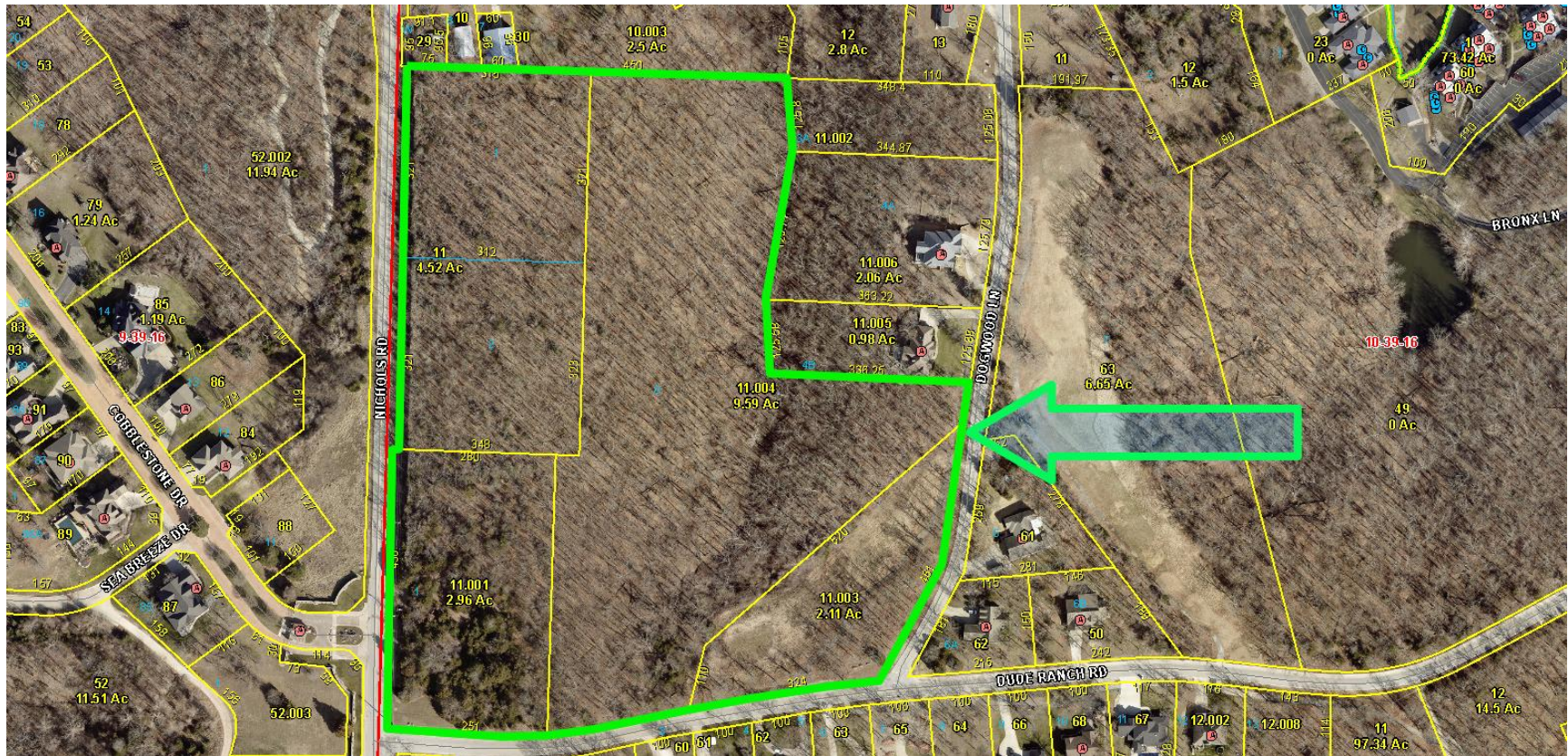
This modification of the Sycamore Creek Subdivision, A Planned Unit Development is proposed to have little impact to surrounding area and provides a blended transition into the existing neighborhood.

Please feel free to contact me if you have any other questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ethan K. Shackelford', with a long horizontal flourish extending to the right.

Ethan K. Shackelford, PE
Project Engineer



Rezoning Case 427
Location Map

"WOODLAND COVE SUBD."

(N 01°33'E P.)
N 01°14'26"E 643.1' FLD.

CHICKS ROAD (LAKE RD. 54-56) 40' R/W

(N 01°54'11"E 468.08' FLD.)
(N 01°44'E 470.0' P.)

LOT 1, "SYCAMORE
CREEK ESTATES"

NOT IN SUBDIVISION

(S 88°00'E P.)
S 88°00'31"E 309.58'

FND. I.P. 280.0' FND. I.P.

LOT 2
100,219 Sq. Ft.

321.60'

323.04'

321.56'

LOT 1
100,852 Sq. Ft.

315.00'

321.55'

S 01°43'24"W 644.59'

460.07'

LOT 8
572,141 Sq. Ft.

OPEN SPACE - GOLF COURSE
13.1 AC.

SW 1/4, NW 1/4
SEC. 10-39-16

S 01°45'08"W 470.0' FLD.
(S 01°47'W P.)

LOT 3
52,028 Sq. Ft.

88°16'36"E
208.64'
A=54.48'

LOT 4
48,746 Sq. Ft.

180.19'
S 88°16'36"E

S 01°43'24"W 500.00'

MODERATE DENSITY RESIDENTIAL
2.3 AC.

250.00'
250.00'

200.00'
67.35'
N 03°54'57"W

191.98' FLD.
(191.8' P.)
63.74'
N 00°28'57"E

A=182.80'
A=241.50'
R=1145.13'-E
A=245.72'

OPEN SPACE -
6.5 AC.

LOT 5
36,020 Sq. Ft.

S 85°02'00"W 261.39'
146.39'

LOT 6A
24,886 Sq. Ft.

LIGHT DENSITY RESIDENTIAL
1.2 AC.

ESM'T. 216.81'

360.00'

LOT 6
29,508 Sq. Ft.

N 04°58'15"E 150.0'

A=4.48'

10' ROAD CONST. ESM'T.
298.17'

296.70'
217.00"W

58.53'
68.30'

S 85°02'00"W

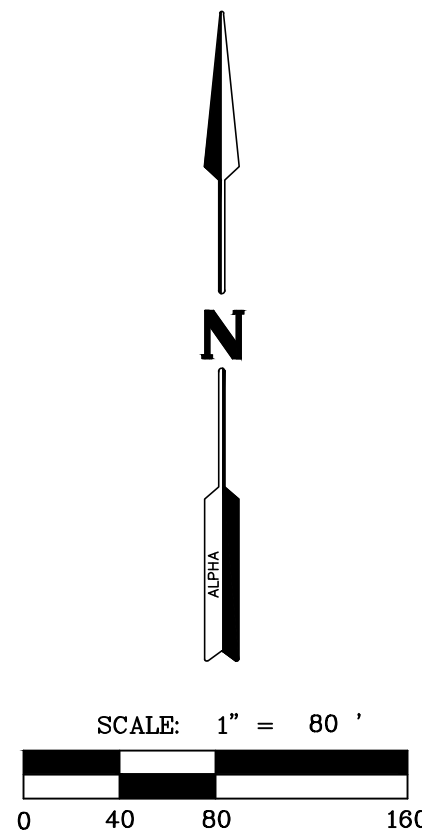
100.00'

95.52'

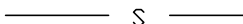
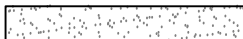
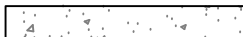
Page 60 of 254

SHAMROCK SUBDIVISION

LOTS 1, 2 & 8 ~ SYCAMORE CREEK ESTATES NORTH SUBDIVISON
SEC. 10, T 39 N, R 16 W
CAMDEN CO., MO



Legend:

Found Monument (As noted)	
Found Rebar (1/2", Except as Noted)	
Set Rebar (1/2", Except as Noted)	
Right of Way Marker	
Computed Position	
Telephone Riser	
Cleanout	
Water Valve	
Sewer Valve	
Street Light	
Fire Hydrant	
Power Pole	
Water Meter	
Cable Television Riser	
Electric Transformer	
Air Conditioner Pad	
Grider Pump	
Boundary Line	
Center Line	
Deed Line	
Section Line	
Sewer Service	
Water Service	
Asphalt Surface	
Aggregate Surface	
Concrete Surface	



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	237.67	1126.86	12°05'04"	N2° 32' 04"E	237.23
C2	179.06	617.60	16°36'41"	N84° 56' 20"E	178.43

Notes:

- Date of field work: April, 2025.
- The Professional Land Surveyor has made no investigation or independent search for easement of record, encumbrances, restrictive covenants, ownership title evidence or any other facts that an accurate and current title search may disclose. There may exist other documents of record or not of record that may affect this surveyed parcel.
- The property owner names and recorded deed information were obtained from the County Recorder and/or County Assessor Office and are considered to be current. The Professional Land Surveyor makes no guarantees to the correctness of the deed or the current status of property ownership.
- Bearings are based on Plat/Deed of Record.
- Book and Page Numbers and Document Numbers refer to the Records of Camden County, MO.
- Elevations based on NAVD '88.
- Buried utilities shown per Missouri One Call Ticket Numbers: 251194553, 251194554, & 251194555.

REV:	Field Crew
Drawn By:	SC
CCS	Approved By: CCS
CAD File:	25-00149 Plat-B
This drawing and the details on it are the sole property of the Surveyor and may be used for this specific project only. It shall not be loaned, copied, or reproduced, in whole or in part, or for any other purpose or project without the written consent of the Surveyor.	

Alpha Engineering & Surveying, LLC
3048 Hwy. 52
Eldon, MO 65026
(573) 392-3312
Civil & Structural Engineering
Environmental
Land Surveying
Materials Testing



ALPHA ENGINEERING & SURVEYING, LLC.
MO State Certificates of Authority:
LS - 20200304755
E - 20200303612

The Professional Surveyor's seal affixed to this sheet applies only to material and items as shown on this sheet. All drawings, instruments, or other documents not exhibiting this seal shall not be considered prepared by this Surveyor, and this Surveyor expressly disclaims any and all responsibility for such plans, drawings or documents not exhibiting this seal.

Seals:



Colton C. Schulte, PLS
MO # PLS 2024016360

Surveyor's Certification:
This is to certify that I, Colton C. Schulte, has made a survey of the above described tract of land, and that said survey conforms to the current minimum standards for property boundary surveys of the Missouri Board for Architects, Professional Engineers, and Land Surveyors, as defined for type Urban Class property.

If the Surveyor's seal is not colored red, this map is a copy and should be assumed to contain unauthorized alterations. The certification contained on this document is granted to those persons or institutions shown and shall not apply to any copies. All information should be disregarded unless verified by the Registered Land Surveyor whose signature appears hereon.

Survey For:

Ryan & Kyle Kelly
5250 Dude Ranch Rd
Osage Beach, MO 65065

Date: 6/19/25
Scale: 1" = 80'

Project Number: 25-00149

Sheet Number: 1 of 1
© 2025

City of Osage Beach

Agenda Item Summary

Date of Meeting: August 7, 2025
Originator: Ty Dinsdale, Airport Manager
Presenter: Ty Dinsdale, Airport Manager

Agenda Item:

Bill 25-62 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Platinum Cleaning Solutions, LLC for cleaning services for Lee C. Fine and Grand Glaize Airports not to exceed \$15,000 per year. *First Reading and Second Reading*

Requested Action:

First & Second Reading of Bill #25-62

Ordinance Referenced for Action:

Not Applicable

Deadline for Action:

Yes - We would like to execute this contract as soon as possible because the airport department has been without cleaning services since the end of May.

Budgeted Item:

Yes

Budget Line Item/Title: 45/47-00-742000 Janitorial Service

FY2025 Budgeted Amount: \$15,300

FY2025 Expenditures to Date (07/01/25): \$5,141

FY2025 Available: \$10,159

\$6,250

FY2025 Requested Amount:

Budget Line Information (if applicable):

This will be a yearly contract not to exceed \$15,000 per year. Only \$6,250 will be needed to finish out the year.

Department Comments and Recommendation:

Six different companies were invited to bid, and only two bids were received. Platinum Cleaning Solutions has performed these duties in the past and the airport department is confident and satisfied with their services. We are asking for first and second readings in order to resume services since we have been without janitorial services since the end of May. The airport department recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 25-62 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PLATINUM CLEANING SOLUTIONS, LLC FOR AN AMOUNT NOT TO EXCEED \$15,000.00

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

Section 1. The Mayor is hereby authorized to execute a Professional Services agreement with Platinum Cleaning Solutions, LLC under substantially the same terms and conditions as the attached contract and scope of work, Exhibit A and Exhibit B to this ordinance.

Section 2. Total expenditure or liability authorized under this Ordinance shall not exceed Fifteen Thousand Dollars (\$15,000.00)

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.62 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. 25.62.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

“EXHIBIT A”



**CITY OF OSAGE BEACH
JANITORIAL SERVICES AGREEMENT**

THIS JANITORIAL SERVICES AGREEMENT (the “Agreement”) states the terms and conditions that govern the contractual relationship between the City of Osage Beach, Missouri (“City”) and Platinum Cleaning Solutions LLC (“Contractor”), on the following terms.

I. TERMS

1. **Definitions.** The following terms shall have these defined meanings:

- a. **“Work”** shall mean all of the work described in the attached Exhibit A.
- b. **“Term”** shall mean both the **“Initial Term”** of August 1, 2025 through July 31, 2026, the **“First Renewal Term”** of August 1, 2026 through July 31, 2027, and the **“Second Renewal Term”** of August 1, 2027 through July 31, 2028.

2. **Contractor’s Obligations.**

- a. *Term.* Contractor hereby agrees to perform the Work during the Initial Term. The City may extend this Agreement for the Renewal Terms on the terms herein by giving written notice to Contractor no later than May 1 prior to the commencement of each Renewal Term.
- b. *Professionalism.* Contractor will exercise the care and skill ordinarily used by members of the subject profession practicing under similar circumstances (as defined by the appropriate licensing authority, professional standards, and/or relevant industry practices). Contractor understands that it will be perceived as a representative of the City and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing all Work for the City and while on-site. Contractor shall ensure its personnel and any subcontractors comply with all City policies while on-site. Contractor and its personnel and any subcontractors will comply with all reasonable instructions and requests by the City. City property and resources are to be used only in ways that are consistent with their lawful intended purpose.
- c. *Time.* If a specific time of performance of the Work is provided, that time shall control. If a specific time of performance is not provided, Contractor’s obligation to perform the Work will be for a period which may reasonably be required for the completion thereof. If City has requested changes in the scope or character of the Work and a specific time was not included in such changes, the time for performance shall be adjusted equitably.
- d. *Insurance.* Contractor shall purchase and maintain insurance as set forth below:
 - i. Commercial General Liability insurance with a limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate;

- ii. Workers Compensation and Employer's Liability insurance in accordance with statutory requirements, with a limit of \$1,000,000 for each accident;
- iii. If Contractor is using a company-owned vehicle to perform the Work, Automobile Liability insurance with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.

Upon request, Contractor shall cause City to be named as additional insured for any or all of such policies.

- e. *Licenses, Permits, Taxes.* Contractor must have or obtain a City merchant's license. Contractor shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for itself, including but not limited to the Work. Contractor shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.
- f. *Safety.* Contractor must have a formal safety-training program in place, which addresses issues associated with hazardous situations, proper lifting, operation of equipment, and use of personal protection equipment, and all OSHA Safety Requirements.
- g. *Communication.* Contractor will provide timely replies to City's inquiries and requests for information. Contractor's point of contact for this Agreement is: Chara Lisenbee.

3. City's Obligations.

- a. *Payment.* City hereby agrees to pay Contractor for the Work as follows:
 - i. \$15,000.00 per year, payable in twelve equal monthly installments, of which \$9,240 is for services at Lee C. Fine Airport and \$5,760 is for services at Grand Glaize Airport;
 - ii. \$25.00 per hour for additional services requested by the City. City will pay Contractor net 30 invoice after services are rendered.
- b. *Criteria and Direction.* City will provide Contractor with all criteria and full information as to City's requirements for the Work, including objectives, design, capacity, performance, and budgetary requirements and limitations.
- c. *Access.* Unless otherwise specified, City will arrange for access to and make all provisions for Contractor to enter upon public and private property as required to perform the Work.
- d. *Cooperation.* City will examine alternative solutions, reports, drawings, specifications, and other documents presented by Contractor and render timely decisions pertaining to the documents. City will participate in conferences, meetings, bid openings, and other similar aspects of the Project as requested by Contractor.
- e. *Permitting and Approvals.* City will provide timely reviews, approvals, licenses, and permits from where it has jurisdiction over components or phases of the Work. Such approvals are contingent upon Contractor meeting the requirements therefor.

- f. City will provide timely replies to Contractor's inquiries and requests for information. City's point of contact for this Agreement is: Ty Dinsdale, Airport Manager.

II. STANDARD CONDITIONS

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

4. **Appropriations.** The continuation of this Agreement is contingent upon annual appropriation of funds by the Osage Beach Board of Aldermen. In the event the Board of Aldermen shall not budget and appropriate, specifically with respect to this Agreement, on or before January 1, subsequent years of the contract moneys sufficient to make all payments under this Agreement, the City shall not be obligated to make those payments.
5. **Pre-Contract Expense.** The City shall not be obligated to pay or liable for any cost incurred by Contractor prior to execution of this Agreement. All costs to prepare and submit a bid shall be borne by the proposer.
6. **Assignment or Transfer.** Neither this Agreement, nor any portion thereof, shall be transferred or assigned without formal written approval by the City.
7. **Discrimination Policy.** The City of Osage Beach advises the public that it does not discriminate on the basis of disability, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Contractor shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.
8. **Laws, Ordinances, and Regulations.** Contractor shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Contractor, the City, or the subject matter of this Agreement. The City shall not be responsible for any fees, charges, money, or other obligations due as result of from any service provided under this Agreement. Contractor shall conform to all changes made to this Agreement as a result of any ordinance, law and/or directive issued by the Federal, State, or local authority having jurisdiction over this Agreement, Contractor, or the City.
9. **E-Verify.** If this Agreement is for an aggregate value in excess of \$5,000.00, Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the Work. *See R.S.Mo. § 285.530.*
10. **Indemnification by Contractor.** Contractor shall indemnify, save, and hold harmless the City, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Contractor or its employees, agents, subcontractors, or assignees arising out of this Agreement.

11. **No Indemnification by City.** Nothing in this Agreement shall be construed to require the City to indemnify Contractor. Such indemnification is illegal under Missouri law. *See* Mo. A.G. Opinion 138-87 (1987).
12. **Sunshine Law.** All material submitted to the City will become public record and will be subject to the Missouri Sunshine Act, R.S.Mo. Chapter 610. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from other materials. Contractor must include justification for the request. The City's obligation to comply with the Sunshine Act supersede any request by Contractor that material be treated as proprietary or confidential.
13. **Ownership of Work Product.** All documents and other work product created by Contractor under this Agreement shall become the property of City once the invoice for the preparation of such document or work product has been paid.
14. **Termination.** The City reserves the right to terminate this Agreement without cause by giving 30 days' written notice to Contractor. City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City may immediately terminate this Agreement for any material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.
15. **Notices.** All formal notices or other documents required by this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at:
- | | |
|--|--|
| <u>For City:</u>
City Clerk
1000 City Parkway
Osage Beach, MO 65065 | <u>For Contractor:</u>
Tiffany Turner
PO Box 1452
Camdenton, MO 65020 |
|--|--|
- City may also serve written notice to Contractor by personal delivery to any of its owners, officers, or employees.
16. **Necessary Documents.** The parties agree to execute and deliver without additional consideration such instruments and documents and to take such further actions as they may reasonably request in order to fulfill the intent of and give effect to this Agreement and the transactions contemplated thereby.
17. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.
18. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.
19. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
20. **Governing Law; Venue for Disputes.** This Agreement was made in the State of Missouri and shall be interpreted under and governed by the laws of the State of Missouri. Any action arising out of this Agreement or its subject matter shall be filed in the Circuit Court for

Camden County, Missouri or the Associate Division thereof and the parties hereby consent and agree to the exclusive personal and subject-matter jurisdiction of that Court.

21. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.

22. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.

23. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or electronic (such as .PDF) copy of this Agreement or a signature thereto shall have the same force and effect as an original.

24. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.

III. SPECIAL CONDITIONS

The following conditions are special to this Agreement. Any Special Condition which conflicts with or varies a Standard Condition shall be strictly construed in favor of the City.

25. **Additional Safety Requirements.** Contractor must have a formal training plan in place for employee safety relative to proper handling, labeling and use of janitorial supplies, chemicals and MSDS requirements.

IV. ACCEPTANCE

CITY:
CITY OF OSAGE BEACH, MISSOURI

CONTRACTOR:
**PLATINUM CLEANING SOLUTIONS
LLC**

BY: Michael Harmison **Date**
ITS: Mayor

BY: **Date**
ITS:

Attest:

BY: Tara Berreth **Date**
ITS: City Clerk

EXHIBIT B SCOPE OF SERVICES

GENERAL REQUIREMENTS

Contractor shall service the following locations:

Lee C. Fine Airport – 1111 Lee C Fine, Brumley MO 65017

Grand Glaize Airport – 957 Airport Rd, Osage Beach MO 65065

The Contractor will be required to invoice monthly. All invoices shall be mailed to City Hall, 1000 City Parkway, Osage Beach, MO 65065. Additional areas may be requested for services based on a per square foot or per hour basis, as agreed upon by both parties prior to additional service performed.

Contractor shall have access to janitorial closet at each location indicated above. Contractor shall keep all labeled cleaning agents, chemicals, supplies and equipment in good order in such closet.

The City will furnish all paper products, disposable items and trash can liners. The Contractor will notify the City when the supply stock is nearing completion.

LEE C. FINE AND GRAND GLAIZE AIRPORTS

The following services are to be provided on Tuesday and Thursday at Lee C. Fine Airport and on Thursday at Grand Glaize Airport. Services are to be provided after 5:00 p.m. on the days specified, unless other arrangements are made with the Airport Manager.

Restrooms

- a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
- b. Replenish all soap, paper, and disposable products.
- c. Clean and shine mirrors, towel dispensers, grab bars and door handles.
- d. Wash or dust all stalls, walls, baseboards, vents, and lockers as necessary.
- e. Sweep and mop all tile floors using disinfectant on floors.
- f. Turn off any lights that you turned on.
- g. Empty trash receptacles and replace with new trash liners.

Kitchens, Kitchenettes, Breakrooms, and Front Desk area

- a. Clean and disinfect sinks, counters, and tables.
- b. Wipe all vending machines. Wipe inside and outside of refrigerators, microwaves, and stoves. Notify City of excessive abuse.
- c. Clean and align chairs in applicable rooms.
- d. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary.
- e. Sweep and mop all tile floors using disinfectant on floors.
- f. Vacuum all carpeted areas, including area rugs.
- g. Turn off any lights that you turned on. Lock any doors that you unlocked.
- h. Disinfect all door handles, knobs, and push bars.
- i. Empty trash receptacles and replace with new trash liners, including all individual work areas.

Lobby Areas

- a. Empty all trash receptacles inside and outside and replace with new trash liners, including ashtrays.
- b. Clean doors and door glass inside and outside
- c. Clean and shine drinking fountains.
- d. Sweep and mop all tile floors using disinfectant on floors.
- e. Vacuum all carpeted areas, including area rugs.
- f. Turn off any lights that you turned on. Lock any doors that you unlocked.
- g. Disinfect all door handles, knobs, and push bars.
- h. Dust and disinfect all handrails and guardrails.
- i. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary.



CITY OF OSAGE BEACH JANITORIAL SERVICES AGREEMENT

THIS JANITORIAL SERVICES AGREEMENT (the “Agreement”) states the terms and conditions that govern the contractual relationship between the City of Osage Beach, Missouri (“**City**”) and Platinum Cleaning Solutions LLC (“**Contractor**”), on the following terms.

I. TERMS

1. **Definitions.** The following terms shall have these defined meanings:

- a. “**Work**” shall mean all of the work described in the attached Exhibit A.
- b. “**Term**” shall mean both the “**Initial Term**” of August 1, 2025 through July 31, 2026, the “**First Renewal Term**” of August 1, 2026 through July 31, 2027, and the “**Second Renewal Term**” of August 1, 2027 through July 31, 2028.

2. **Contractor’s Obligations.**

- a. *Term.* Contractor hereby agrees to perform the Work during the Initial Term. The City may extend this Agreement for the Renewal Terms on the terms herein by giving written notice to Contractor no later than May 1 prior to the commencement of each Renewal Term.
- b. *Professionalism.* Contractor will exercise the care and skill ordinarily used by members of the subject profession practicing under similar circumstances (as defined by the appropriate licensing authority, professional standards, and/or relevant industry practices). Contractor understands that it will be perceived as a representative of the City and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing all Work for the City and while on-site. Contractor shall ensure its personnel and any subcontractors comply with all City policies while on-site. Contractor and its personnel and any subcontractors will comply with all reasonable instructions and requests by the City. City property and resources are to be used only in ways that are consistent with their lawful intended purpose.

- c. *Time.* If a specific time of performance of the Work is provided, that time shall control. If a specific time of performance is not provided, Contractor's obligation to perform the Work will be for a period which may reasonably be required for the completion thereof. If City has requested changes in the scope or character of the Work and a specific time was not included in such changes, the time for performance shall be adjusted equitably.
- d. *Insurance.* Contractor shall purchase and maintain insurance as set forth below:
 - i. Commercial General Liability insurance with a limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate;
 - ii. Workers Compensation and Employer's Liability insurance in accordance with statutory requirements, with a limit of \$1,000,000 for each accident;
 - iii. If Contractor is using a company-owned vehicle to perform the Work, Automobile Liability insurance with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.Upon request, Contractor shall cause City to be named as additional insured for any or all of such policies.
- e. *Licenses, Permits, Taxes.* Contractor must have or obtain a City merchant's license. Contractor shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for itself, including but not limited to the Work. Contractor shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.
- f. *Safety.* Contractor must have a formal safety-training program in place, which addresses issues associated with hazardous situations, proper lifting, operation of equipment, and use of personal protection equipment, and all OSHA Safety Requirements.
- g. *Communication.* Contractor will provide timely replies to City's inquiries and requests for information. Contractor's point of contact for this Agreement is: Chara Lisenbee.

3. City's Obligations.

- a. *Payment.* City hereby agrees to pay Contractor for the Work as follows:
 - i. \$15,000.00 per year, payable in twelve equal monthly installments, of which \$9,240 is for services at Lee C. Fine Airport and \$5,760 is for services at Grand Glaize Airport;

- ii. \$25.00 per hour for additional services requested by the City. City will pay Contractor net 30 invoice after services are rendered.
- b. *Criteria and Direction.* City will provide Contractor with all criteria and full information as to City's requirements for the Work, including objectives, design, capacity, performance, and budgetary requirements and limitations.
- c. *Access.* Unless otherwise specified, City will arrange for access to and make all provisions for Contractor to enter upon public and private property as required to perform the Work.
- d. *Cooperation.* City will examine alternative solutions, reports, drawings, specifications, and other documents presented by Contractor and render timely decisions pertaining to the documents. City will participate in conferences, meetings, bid openings, and other similar aspects of the Project as requested by Contractor.
- e. *Permitting and Approvals.* City will provide timely reviews, approvals, licenses, and permits from where it has jurisdiction over components or phases of the Work. Such approvals are contingent upon Contractor meeting the requirements therefor.
- f. City will provide timely replies to Contractor's inquiries and requests for information. City's point of contact for this Agreement is: Ty Dinsdale, Airport Manager.

II. STANDARD CONDITIONS

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

- 4. **Appropriations.** The continuation of this Agreement is contingent upon annual appropriation of funds by the Osage Beach Board of Aldermen. In the event the Board of Aldermen shall not budget and appropriate, specifically with respect to this Agreement, on or before January 1, subsequent years of the contract moneys sufficient to make all payments under this Agreement, the City shall not be obligated to make those payments.
- 5. **Pre-Contract Expense.** The City shall not be obligated to pay or liable for any cost incurred by Contractor prior to execution of this Agreement. All costs to prepare and submit a bid shall be borne by the proposer.

6. **Assignment or Transfer.** Neither this Agreement, nor any portion thereof, shall be transferred or assigned without formal written approval by the City.
7. **Discrimination Policy.** The City of Osage Beach advises the public that it does not discriminate on the basis of disability, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Contractor shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.
8. **Laws, Ordinances, and Regulations.** Contractor shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Contractor, the City, or the subject matter of this Agreement. The City shall not be responsible for any fees, charges, money, or other obligations due as result of from any service provided under this Agreement. Contractor shall conform to all changes made to this Agreement as a result of any ordinance, law and/or directive issued by the Federal, State, or local authority having jurisdiction over this Agreement, Contractor, or the City.
9. **E-Verify.** If this Agreement is for an aggregate value in excess of \$5,000.00, Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the Work. See R.S.Mo. § 285.530.
10. **Indemnification by Contractor.** Contractor shall indemnify, save, and hold harmless the City, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Contractor or its employees, agents, subcontractors, or assignees arising out of this Agreement.
11. **No Indemnification by City.** Nothing in this Agreement shall be construed to require the City to indemnify Contractor. Such indemnification is illegal under Missouri law. See Mo. A.G. Opinion 138-87 (1987).
12. **Sunshine Law.** All material submitted to the City will become public record and will be subject to the Missouri Sunshine Act, R.S.Mo. Chapter 610. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from other materials. Contractor must include justification for the request. The City's obligation to comply with the Sunshine Act supersede any request by Contractor that material be treated as proprietary or confidential.
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14. **Termination.** The City reserves the right to terminate this Agreement without cause by giving 30 days' written notice to Contractor. City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City may immediately terminate this Agreement for any material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.

15. **Notices.** All formal notices or other documents required by this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at:

For City:

City Clerk

1000 City Parkway

Osage Beach, MO 65065

For Contractor:

Tiffany Turner

PO Box 1452

Camdenton, MO 65020

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

16. **Necessary Documents.** The parties agree to execute and deliver without additional consideration such instruments and documents and to take such further actions as they may reasonably request in order to fulfill the intent of and give effect to this Agreement and the transactions contemplated thereby.

17. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

18. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.

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21. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.

22. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.

23. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or electronic (such as .PDF) copy of this Agreement or a signature thereto shall have the same force and effect as an original.

24. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.

III. SPECIAL CONDITIONS

The following conditions are special to this Agreement. Any Special Condition which conflicts with or varies a Standard Condition shall be strictly construed in favor of the City.

25. **Additional Safety Requirements.** Contractor must have a formal training plan in place for employee safety relative to proper handling, labeling and use of janitorial supplies, chemicals and MSDS requirements.

IV. ACCEPTANCE

CITY:
CITY OF OSAGE BEACH, MISSOURI

CONTRACTOR:
PLATINUM CLEANING SOLUTIONS LLC

BY: Michael Harmison
ITS: Mayor

Date

BY:
ITS:

Date

Attest:

BY: Tara Berreth
ITS: City Clerk

Date

EXHIBIT A

SCOPE OF SERVICES

GENERAL REQUIREMENTS

Contractor shall service the following locations:

Lee C. Fine Airport – 1111 Lee C Fine, Brumley MO 65017

Grand Glaize Airport – 957 Airport Rd, Osage Beach MO 65065

The Contractor will be required to invoice monthly. All invoices shall be mailed to City Hall, 1000 City Parkway, Osage Beach, MO 65065. Additional areas may be requested for services based on a per square foot or per hour basis, as agreed upon by both parties prior to additional service performed.

Contractor shall have access to janitorial closet at each location indicated above. Contractor shall keep all labeled cleaning agents, chemicals, supplies and equipment in good order in such closet.

The City will furnish all paper products, disposable items and trash can liners. The Contractor will notify the City when the supply stock is nearing completion.

LEE C. FINE AND GRAND GLAIZE AIRPORTS

The following services are to be provided on Tuesday and Thursday at Lee C. Fine Airport and on Thursday at Grand Glaize Airport. Services are to be provided after 5:00 p.m. on the days specified, unless other arrangements are made with the Airport Manager.

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- c. Clean and shine mirrors, towel dispensers, grab bars and door handles.
- d. Wash or dust all stalls, walls, baseboards, vents, and lockers as necessary.
- e. Sweep and mop all tile floors using disinfectant on floors.
- f. Turn off any lights that you turned on.
- g. Empty trash receptacles and replace with new trash liners.

Kitchens, Kitchenettes, Breakrooms, and Front Desk area

- a. Clean and disinfect sinks, counters, and tables.
- b. Wipe all vending machines. Wipe inside and outside of refrigerators, microwaves, and stoves. Notify City of excessive abuse.
- c. Clean and align chairs in applicable rooms.
- d. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary.
- e. Sweep and mop all tile floors using disinfectant on floors.
- f. Vacuum all carpeted areas, including area rugs.
- g. Turn off any lights that you turned on. Lock any doors that you unlocked.
- h. Disinfect all door handles, knobs, and push bars.
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Lobby Areas

- a. Empty all trash receptacles inside and outside and replace with new trash liners, including ashtrays.
- b. Clean doors and door glass inside and outside
- c. Clean and shine drinking fountains.
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- g. Disinfect all door handles, knobs, and push bars.
- h. Dust and disinfect all handrails and guardrails.
- i. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary.

City of Osage Beach

Agenda Item Summary

Date of Meeting: August 7, 2025
Originator: Karri Bell, City Treasurer
Presenter: Karri Bell, City Treasurer

Agenda Item:

Bill 25-63 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute an agreement between Central Trust Company (Financial Institution) and the City of Osage Beach (City) for investment management services. *First Reading*

Requested Action:

First Reading of Bill #25-63

Ordinance Referenced for Action:

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

Deadline for Action:

No

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

This is a request that the city accept the investment management proposal and enter an "Investment Management Agreement" with Central Trust Company, Division of the Central Trust Bank (proposal and agreement attached). This agreement will diversify the city's investments to include some longer-term investments, a professionally managed portfolio, and reduce the city's bank exposure (no CDs or CDARS-type programs are proposed in the agreement). Central Trust has provided audited financial statements, proof of State of Missouri registration, resumes, qualifications, references and agreement to comply with the City's Investment Policy. I recommend entering into this agreement with Central Trust Bank.

City Attorney Comments:

Per City Code 110.230, Bill 25-63 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CENTRAL TRUST COMPANY (FINANCIAL INSTITUTION) AND THE CITY OF OSAGE BEACH (CITY) FOR INVESTMENTS MANAGEMENT SERVICES.

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 an agreement with Central Trust Company 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 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. 25.63 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. 25.64.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk

VIA EMAIL

July 16, 2025

Ms. Karri Bell
Treasurer
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065



RE: Investment Management Proposal

Dear Ms. Bell,

Thank you for the opportunity to meet with you, Ms. Lake, and Ms. White, to discuss the City's investment management needs. We appreciated the chance to learn more about your goals and priorities.

Following our recent conversation and your request for additional information, Central Trust confirms that we have reviewed, understand, and agree to comply with the City of Osage Beach's Investment Policy, as amended on July 2, 2020. As noted in our meeting, Bruce Ring, CFA—one of our team members—played a key role in drafting the investment policy template for Missouri municipalities during his tenure with the State. His experience ensures a deep understanding of the policy's requirements and best practices.

To move forward, the City would need to execute Central Trust's Investment Management Agreement (attached), along with a few standard informational forms. Our proposed fee is a flat 8 basis points (0.08%), with no minimum balance requirements or transaction fees associated with the investment account.

Central Trust Company, a division of The Central Trust Bank, operates as a State Member Bank under Missouri Charter U00000277. We are regulated by the State of Missouri, Federal Reserve, and the Office of the Comptroller of the Currency. Our most recent registration with the Missouri Secretary of State is attached for your reference. Please note that we are not a broker/dealer and are therefore not required to register with FINRA. The NASD merged with the NYSE's regulatory division to form FINRA in 2007, but our fiduciary role exempts us from that registration requirement.

We have also included the 2024 Annual Report for our holding company. In addition to the references we've already provided, we are proud to currently manage funds for the City of Battlefield, Missouri, and the City of Clarkson Valley, Missouri.

We are truly grateful for the opportunity to earn your trust and to potentially serve the City of Osage Beach. Please don't hesitate to reach out with any questions or if additional information is needed.

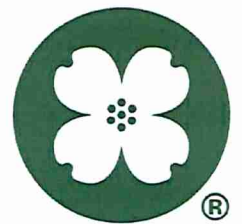
Sincerely,

Trenny Garrett
Executive Vice President

Presentation for

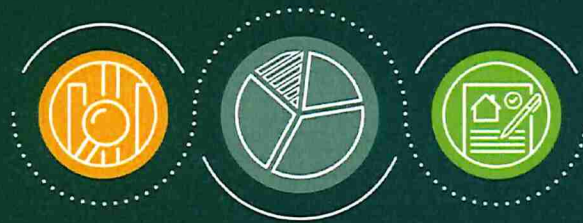
CITY OF OSAGE BEACH

MONDAY, JUNE 16, 2025



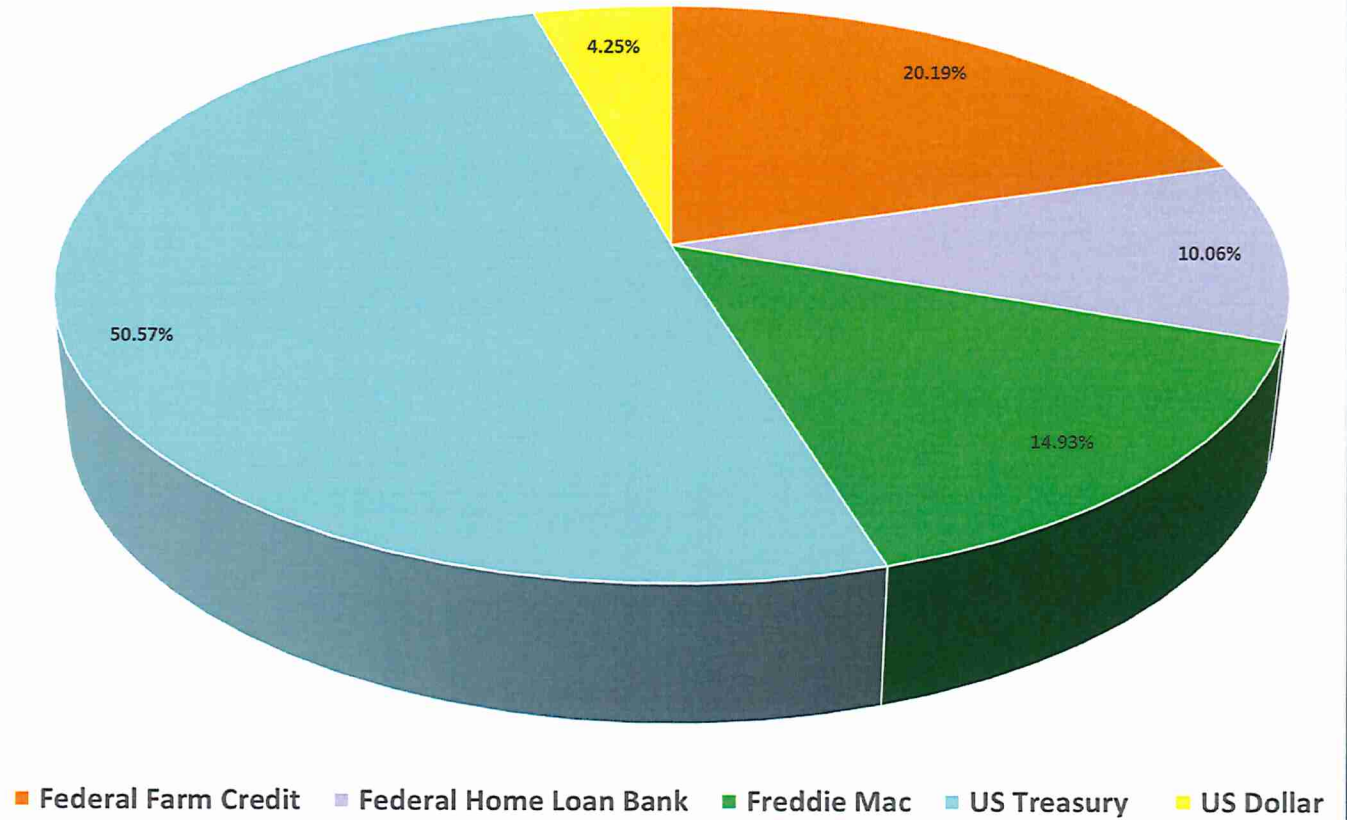


Central Trust Company



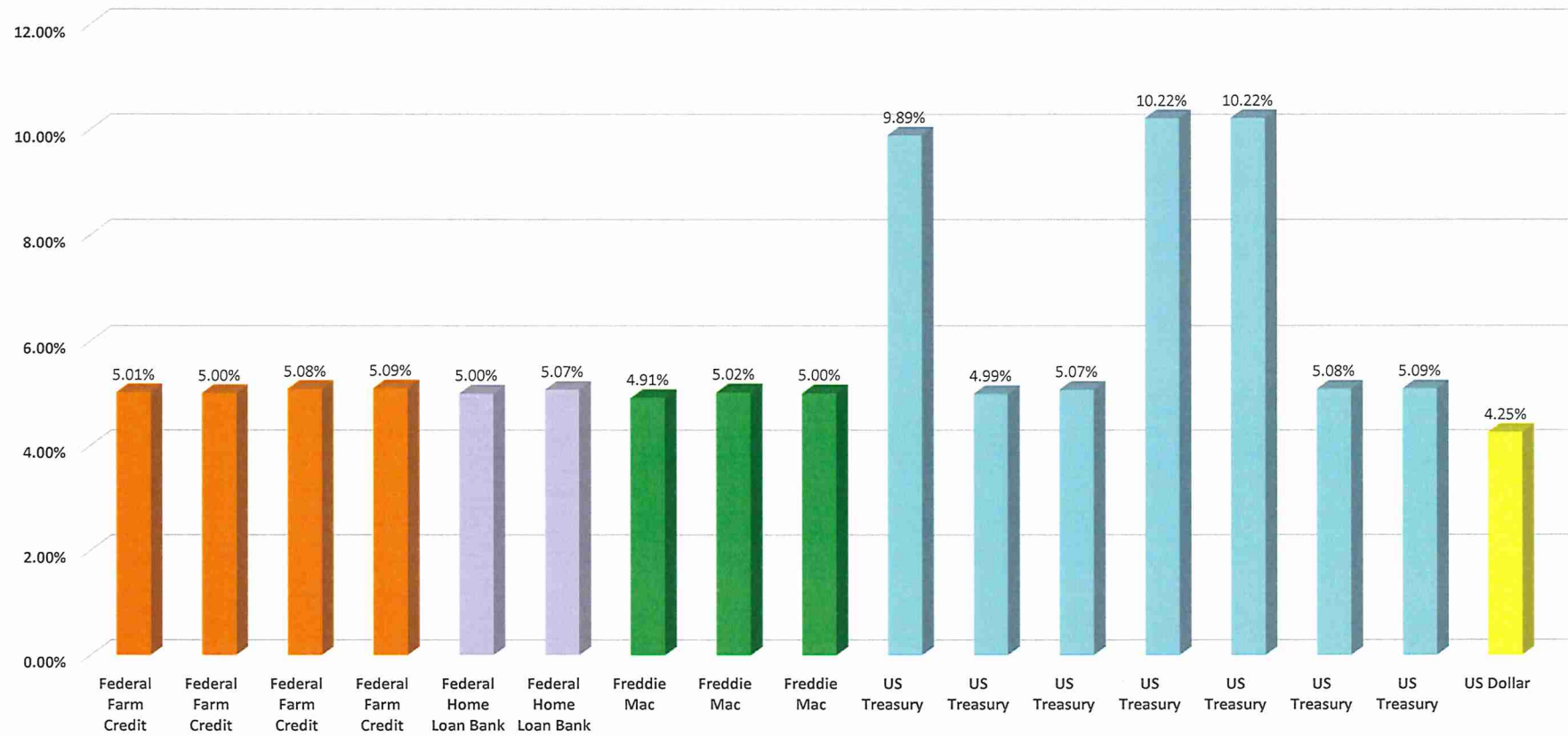
FINANCIAL PLANNING | INVESTMENT MANAGEMENT | TRUST & ESTATE SERVICES

Government Bond Allocation

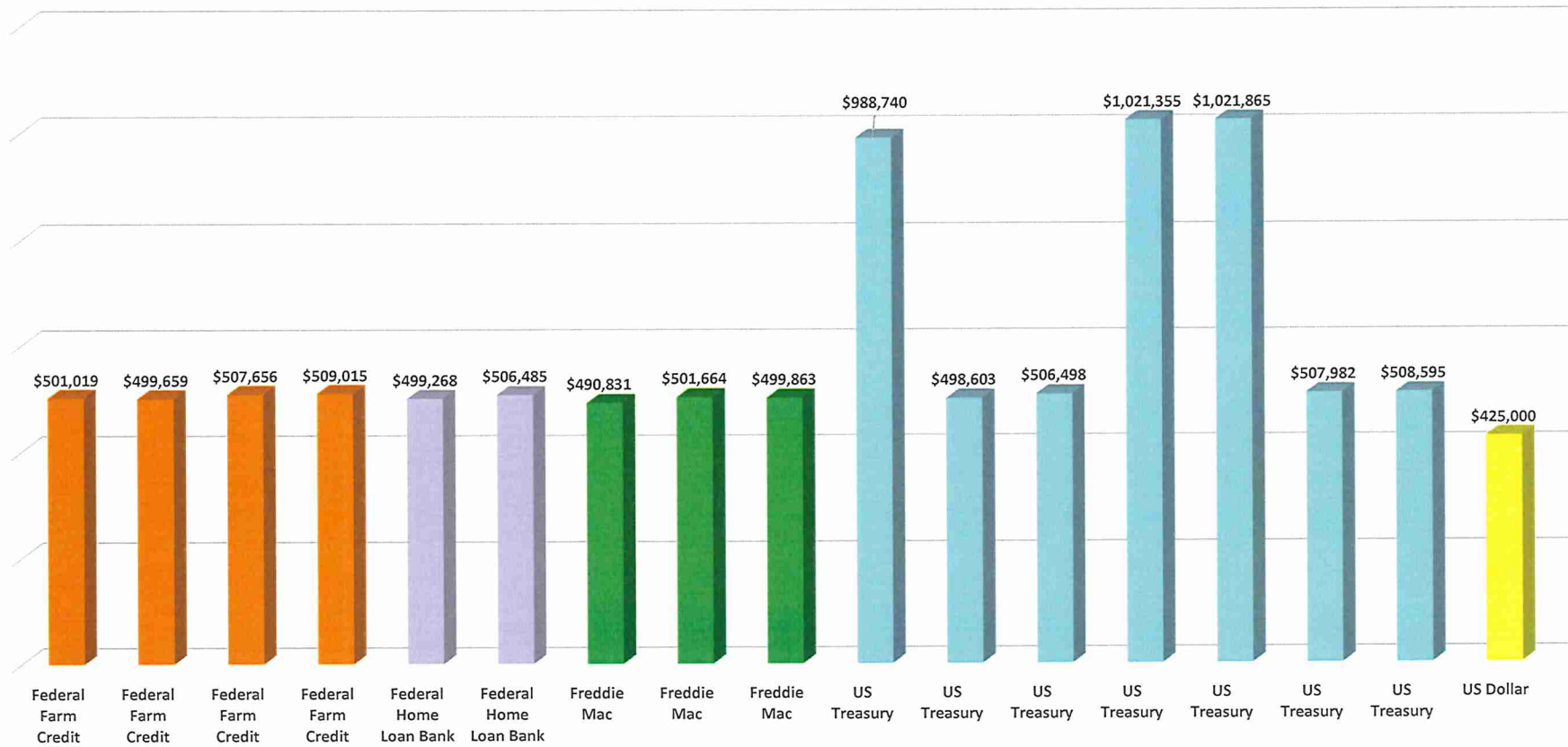


Average Years to Maturity	2.84
Average Yield to Maturity	4.33%
Average Credit Rating	AA+

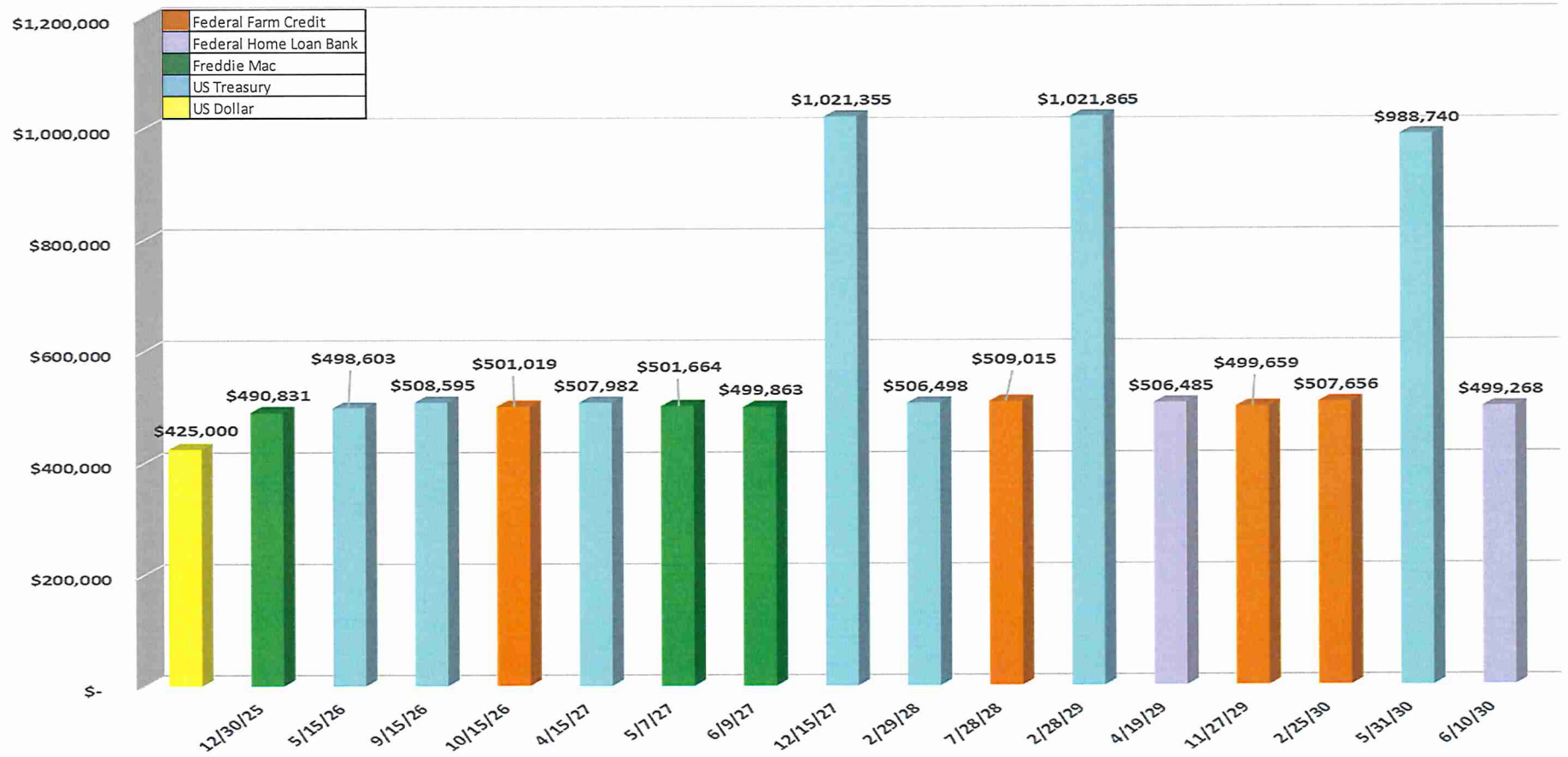
Individual Bonds as % of Portfolio



Individual Bonds \$ Value



Maturity Schedule



THANK YOU!



Central Trust Company



CONTACT INFORMATION

Direct

(573) 302-2474

Email

trenny.garrett@centraltrust.net

Local Office

Central Trust Company
982 Parkside Village Lane
Osage Beach, MO 65065
(573) 302-2474

Trenny W. Garrett, J.D., CTFA

EXECUTIVE VICE PRESIDENT & LAKE OZARK MARKET EXECUTIVE

Trenny has been in the legal and financial services industry since 1995. Her primary role at Central Trust Company is to provide wealth advisory, tax and estate planning strategies, and fiduciary services to clients.

Education and Certifications

- Juris Doctor, University of Missouri - Kansas City School of Law
- Bachelor of Arts, Westminster College
- Certified Trust and Fiduciary Advisor (CTFA)
- Cannon Institute Trust School

Interests and Activities

Trenny is past president and charter board member of the Community Foundation of the Lake; past president of the Lake Ozark Rotary Club; and past president and board member of the Lake Regional Hospital Foundation. She is also on the Professional Advisors Council of the Community Foundation of the Ozarks and was voted one of the "Top Ten Business Women of the Year" in the lake area in 2009.

Trenny loves golfing, boating and being out on the lake.

OUR TEAM | JEFFERSON CITY, MISSOURI



Bruce A. Ring Jr., MBA, CFA, CTP® SENIOR VICE PRESIDENT & SENIOR PORTFOLIO MANAGER

With more than 35 years of experience in the financial services industry, Bruce possesses a profound understanding of the market, securities trading, and extensive expertise in investment management. Notably, he has served as the Director of Investments for the Missouri State Treasurer for a remarkable 13-year tenure.

At Central Trust Company, Bruce assists clients with structuring and managing customized investment portfolios that meet their individualized needs and goals.

Education and Certifications

- Master of Business Administration, University of Rochester, Simon School of Business (Emphasis in Finance) in New York
- Bachelor of Science in Management and Finance, University of Central Missouri
- Chartered Financial Analyst (CFA)
- Certified Treasury Professional (CTP®)

Interests and Activities

Bruce is dedicated to his community and organizations. He proudly co-founded the Capital City Cookoff/Buck-a-bone fundraiser, and actively contributes as a member of the Sons of the American Revolution, and the Rocky Mountain Elk Foundation.

CONTACT INFORMATION

Direct

(573) 556-6850

Email

bruce.ring@centraltrust.net

Local Office

Central Trust Company
111 E. Miller
Jefferson City, MO 65101
(573) 634-1291



Central Trust Company

A Division of The Central Trust Bank

CENTRALTRUST.NET

OUR TEAM | LAKE OZARK, MISSOURI



Colby H. Branstine, CFP®, ChFC®

VICE PRESIDENT & PORTFOLIO MANAGER

Colby brings over a decade of experience in financial planning and portfolio management to his role at Central Trust. Prior to joining the firm in 2025, he served in advisory and planning roles at national financial institutions, where he focused on developing comprehensive investment strategies and personalized financial plans for individuals and families.

At Central Trust, Colby works closely with clients to design and manage tailored investment portfolios that align with their long-term goals. He is committed to delivering thoughtful guidance and fiduciary-centered service to support clients at every stage of their financial journey.

CONTACT INFORMATION

Direct

(573) 302-2474

Email

colby.branstine@centraltrust.net

Local Office

Central Trust Company
982 Parkside Village Lane
Osage Beach, MO 65065
(573) 302-2474

Education and Certifications

- Bachelor of Science in Financial Management, Northwest Missouri State University
- Certified Financial Planner™, CFP®
- Chartered Financial Consultant, ChFC®

Interests and Activities

Outside of work, he enjoys traveling to new places and staying active through hiking. He also finds fishing to be a peaceful and rewarding pastime. Above all, he values time with his family, whether they're at home or creating memories together on a trip.

Portfolio Management Philosophy and Process

Our responsibility to you as a Fiduciary is to manage your portfolio with the utmost care and bring a higher level of responsibility to you than what an investment broker or non-fiduciary will bring.

As your Fiduciary, we seek to provide you with the best market options available, and it is incumbent upon us to get you the best pricing/rates available in the market.

We go out into the market and review and compare offerings and purchase on your behalf the best alternative available to you regardless of the broker offering the product, we do not get paid commissions by you or the brokerage firm.

When structuring your portfolio, we take into consideration both short-term cash needs and long-term goals for the account.

We do not use a one-size fits all approach.

Portfolios are structured based on individual client needs and circumstances.

With governmental clients, we pay close attention to the principles of safety, liquidity, legality and return, in that order.

When investment cash becomes available, we enter the market on your behalf and evaluate the current conditions in the markets available to you. We look at things like spread, call options, option adjusted spreads and yield curve anomalies.

Once a thorough market review is conducted for the type of investment to pursue, we evaluate the available options and purchase the most appropriate.

When possible and appropriate, we may block trades up in size with other customers to obtain more favorable pricing.

Deep and thorough understanding of markets and debt instruments allow us to take advantage of specific market idiosyncrasies such as:

- “on the run” vs off
- When Issued vs outstanding
- Normal vs rare “spread situations”
- Bonds “trading special”
- Option adjusted spread analysis

PORTFOLIO CONSTRUCTION ASSUMPTIONS

- There is a core amount of money which represents the minimum amount of money that will not be needed for use and will always remain in the portfolio. For this exercise, that amount is \$3mm. These funds are invested long term for yield enhancement.
- We have maintained a cash position of approximately \$500,000 for near future purchases as market conditions afford favorable opportunities.
- Portfolio is broken into three distinct buckets: Liquidity, laddered maturities and long maturities.
- Liquidity: provides near term cash needs and allows for strategic and tactical allocation of funds when market conditions present investment opportunities.
- Laddered maturities: provides a steady stream of liquidity for future needs and opportunities.
- Long maturities: provides yield enhancement in the portfolio and eventually become part of the ladder of maturities as they roll down the maturity schedule.
- Investments include a mixture of Treasury Bills and Notes, Agency bullet bonds and callable bonds.
- This is a representative example of bonds available as of June 5, 2025. It is merely intended to be used a sample structure to provide you with an idea of our structuring thoughts for the portfolio.
- All assumptions can be adjusted regarding core investment levels and liquidity needs.
- We have not provided a historic perspective of this portfolio as it would not be a fair representation of what would have happened. By looking backwards, our security selection would have been tainted by the fact that the potential market movements would already be known.
- YTM on this portfolio is estimated at 4.31% with a YTW of 4.28% with an option adjusted duration of 1.74.
- The maximum maturity on this portfolio is 5 years.
- We have assumed that the city has enough bank exposure with other cash so we have not included CD's as an investment option.
- All portfolio assumptions are adjustable to fit the city's needs.

INVESTMENT MANAGEMENT AGREEMENT

Account Name: _____

THIS INVESTMENT MANAGEMENT AGREEMENT ("Agreement") is made by and between

CENTRAL TRUST COMPANY, a Division of The Central Trust Bank, ("Agent")

And

("Owner"),

effective on the date executed by all parties below.

WHEREAS, Owner wishes to retain the services of Agent, and Agent is willing to provide such services, all upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Agency Account
Established**

Owner hereby establishes an agency account ("Account") with Agent to provide for custody, safekeeping and accounting of certain assets, which Owner shall deliver to Agent, and such other assets which shall be acquired or added to the Account by Owner (the "Assets"). Agent reserves the right to review all Assets prior to acceptance into the Account. Owner may withdraw any Assets from the Account by written direction delivered to Agent.

Safekeeping

Agent shall exercise ordinary care in the safekeeping of Assets held at any time or from time to time in the Account, and shall be liable to Owner for physical loss only if due to the gross negligence of Agent.

**Investment
Management Services**

Owner authorizes Agent to take all necessary action, as agent of the Owner, to buy, sell or otherwise trade any securities and other Assets in the Account in a manner that is consistent with the guidelines agreed to in the Owner's Investment Policy Statement ("IPS") at the sole discretion of Agent, and without Agent discussing the transactions with the Owner in advance. Agent may invest funds in the Account in any and all types of assets and securities. Agent shall select the securities broker to execute all orders for the Account unless otherwise directed by the Owner.

Owner has the right to receive, at no additional cost, written notification from Agent disclosing certain information relating to Asset purchase and sale transactions in the Account. In lieu of the foregoing notification, Owner agrees that the periodic statements, provided below under "Statements," will suffice.

**Investment Risk &
Owner Obligations**

Owner recognizes that there may be loss or depreciation of the value of any investment and the Assets due to the fluctuation of market value. Owner represents that Agent has not made any guarantee, either oral or written, that Owner's investment objectives will be achieved or that the value of the Assets will not decline. Owner agrees to promptly inform Agent if the information provided in the IPS becomes materially inaccurate, and to consult with Agent at least annually to provide updated information, if any, about the Owner's financial circumstances and investment objectives.

Brokerage	Agent will arrange for the execution of securities brokerage transactions for the Account through broker-dealers it selects. In selecting brokers, the determinative factor is not the lowest possible commission cost but whether the transaction represents favorable qualitative execution, taking into consideration the full range of a broker's services including execution capability, commission rates, firm integrity, access to markets and responsiveness. Accordingly, although Agent will seek competitive commission rates, Agent may not necessarily obtain the lowest possible commission rates for Account transactions. Owner acknowledges Agent may receive benefits from certain brokers. Transactions for the Account generally will be effected independently, unless Agent decides to purchase or sell the same securities for several clients at approximately the same time. Agent may (but is not obligated to) combine or "batch" such orders to obtain better execution, to negotiate more favorable commission rates or to allocate equitably among its clients differences in prices and commission or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among Agent's clients in proportion to the purchase and sale orders placed for each client account on any given day. Brokerage commissions and/or transaction fees charged to the Account for securities brokerage transactions are exclusive of, and in addition to, Agent's fees.
Interest, Dividends & Other Income; Disbursements	Interest, dividends and income payments for the Account will be posted to the Account on payable date. Foreign interest and dividends, and principal and interest on mortgage and note receipts will be posted to the Account as they are collected. Agent will rely on instructions received from Owner to direct disbursements and/or transfers from the Account.
Foreign Securities	With respect to securities issued outside the United States and for other securities for which adequate financial information is not readily available, Agent's responsibility as to all such securities is limited to safekeeping. Agent assumes no responsibility for following: coupon payments, dividends, interest, redemptions, exchanges, or similar matters affecting such securities. When Agent collects on foreign securities, all foreign currency will be converted to United States Dollars. Agent will use methods or agents as it deems appropriate to effect conversion. Agent will use its best efforts to obtain favorable tax status in all foreign jurisdictions; however, Agent will not be liable for taxes withheld by foreign jurisdictions while favorable tax status is being determined.
Registration of Assets	Owner agrees that Agent may hold the Assets in the ownership form that it deems most appropriate to serve the Account and may register Assets in Agent's name as agent, its nominee or their agents or assigns, including any depository or book entry system utilized by Agent for fiduciary assets.
Proxies	Agent may vote or abstain from voting on any securities in the Account in its sole discretion, unless otherwise directed in writing by Owner. In all cases, Agent reserves the right to sign any proxies and send them to Owner for voting.
Statements	Agent will provide periodic statements of the activity of the Account to Owner. Owner agrees that the Account statements furnished by Agent will be sufficient notice of securities transactions unless Owner makes a prior written request to Agent to receive a copy of each securities transaction confirmation statement (the "<u>Transaction Advice</u>") from Agent with respect to securities transactions executed for the Account. After receipt of such prior written request from Owner, Agent will send Owner a copy of each Transaction Advice on the date of the settlement of the securities transaction.
Cash Management	Owner specifically authorizes Agent to invest any cash balances and short term funds held in the Account in the default money market vehicle as defined by Agent. Various providers of money market funds or deposit accounts may be used and Agent may have relationships with these providers other than the use of these vehicles. Owner may direct Agent to invest in an alternate money market vehicle by completing the Alternate Money Market Vehicle Election in the Investment Management Account Owner Elections form.
Transfers & Appointment of Agents	Agent may make, execute, acknowledge and deliver all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate, and may generally perform all acts, whether or not expressly authorized, which Agent deems

necessary in connection with its performance under this Agreement. This shall include the appointment of agents by Agent to perform any of its duties under this Agreement.

Fees

Owner will compensate Agent for its services in accordance with Agent's published Fee Schedule in effect at the time services are rendered. Market value-based Account fees are computed and charged on a periodic basis, usually monthly, using the appropriate annual rates based on the number of days in the period. The Owner acknowledges and agrees that the fees in the Fee Schedule provided on the date of this Agreement will be in effect until 30 days after Agent has provided a notice to the Owner about a change in any of the fees and provides the Owner with a revised Fee Schedule.

Termination

This Agreement may be terminated at any time by Owner or Agent upon 30 days written notice to the other, and all cash and assets of every kind and nature in the Account, will be paid over, delivered or surrendered as it then exists, in whatever form that may be, in accordance with the written instructions of Owner. Termination will not affect any liabilities or other obligations of the Owner incurred or arising from transactions initiated under this Agreement prior to such termination. Transactions in progress prior to termination will be completed in the normal course of business unless otherwise directed by Owner.

Termination of this Agreement will not affect (i) the validity of any action previously taken by Agent under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) Owner's obligation to pay Agent's fees (pro-rated through the date of termination). Upon the termination of this Agreement, Owner will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account.

Liability

Owner agrees that Agent will not be liable for any action, omission, information or recommendations in connection with the investments in the Account except for Agent's own gross negligence or willful misconduct. Agent will not be required to comply with any direction of the Owner which, in its judgment, may subject it to liability or unreasonable expense or to prosecute or defend any action, unless indemnified by the Owner in a manner and amount satisfactory to Agent. Agent will have the right at any time to exclude from its service such of the Assets as it believes it cannot adequately review or follow. Agent subscribes to and relies upon certain financial reporting services that inform it of any payment on or redemption of conventional securities. If information about such payment or redemption of a security held in the Account is not published in the financial reporting services to which it subscribes, Agent will have no liability for any loss or damage occasioned by a delay in the receipt of such information.

Owner agrees to indemnify and hold Agent harmless from and to reimburse Agent for any expenses (including Agent's compensation) and liabilities incurred by Agent while acting in accordance with the terms of this Agreement and which do not result from Agent's gross negligence, bad faith or willful misconduct.

Representations

Owner represents that (i) Owner has full power and authority to enter into this Agreement, (ii) the terms hereof do not violate any obligation by which Owner is bound, whether arising by contract, operation of law, or otherwise, and (iii) this Agreement has been duly authorized and will be binding according to its terms. If this Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the services to be provided by Agent are within the scope of the services and investments authorized by the governing instruments of, and laws and regulations applicable to, the Owner, and that such trustee or fiduciary is duly authorized to enter into this Agreement.

Directions

Notwithstanding any other provision of this Agreement, Agent may accept the oral directions of Owner, including directions from telephone conversations, which the officers and employees of Agent reasonably believe to be from Owner. Owner agrees to hold Agent harmless from any claim arising from Agent's good-faith reliance on such direction. Agent may refuse to accept any oral direction which it believes to be of a subject matter best documented by the written direction of Owner. Owner agrees to confirm in writing Owner's oral directions, if such confirmation is requested by Agent. Owner agrees that directions requiring a timely response will be delivered in person or by personal telephone conversation.

Agent may accept directions of Owner provided by electronic mail ("e-mail") when such e-mail is received from an e-mail address specified by Owner at the time of executing

this Agreement, or as later specified in writing by Owner, as the only e-mail address(es) from which such electronic directions should be accepted. Owner agrees to notify Agent in writing of any change(s) to the authorized e-mail addresses as designated in the Investment Management Account Owner Elections form. Owner agrees to hold Agent harmless from any claim arising from Agent's good-faith reliance on such directions. Agent may refuse to accept any electronic direction which it believes to be of a subject matter best documented by the written direction of Owner. Owner understands that instructions delivered by e-mail or voice mail may be subject to a delay, and Owner agrees to hold Agent harmless from any claim arising from instructions delivered in this manner.

Trust Documentation	If Owner of the Account is a trust, Owner represents that it has provided Agent with a copy of the trust agreement or other governing document. In lieu of providing a copy of the trust agreement, Owner may execute the Trust Certification form provided by Agent. Owner acknowledges that the completion of this form will require a review of pertinent portions of the trust agreement by Agent. Furthermore, the trustee or other fiduciary of the trust agrees to immediately disclose to Agent any material change in his or her authority or the propriety of maintaining the Account.
Joint Accounts	Where there are joint Owners, each joint Owner, by signing this Agreement, agrees that Agent, or its agent, may take instructions and directions from any joint Owner, and each joint Owner agrees, jointly and severally, to relieve Agent from any loss or other liability resulting from such action. Unless indicated otherwise in the opening paragraph of this Agreement, the Account will be held by joint owners as joint tenants with rights of survivorship; provided, however, that when the joint owners are legally married, the Account will be held by them as tenants by the entirety if the State in which they are domiciled recognizes such form of ownership and unless an alternative form of ownership is indicated in the opening paragraph of this Agreement.
Confidentiality	Except as otherwise agreed in writing or as permitted or required by law, Agent will exercise reasonable care with respect to keeping confidential all Owner information. However, by signing this Agreement, Owner authorizes Agent to give a copy of this Agreement and the Authorizing Instrument to any broker, dealer or other party to a transaction for the Account as evidence of Agent's power of attorney and authority to act on Owner's behalf with respect to the Account. In addition, Owner grants Agent authority to discuss, disclose, and provide confidential Account or Owner information to outside attorneys, auditors, consultants and any other professional advisors retained by Agent to assist in the management of this Agreement and the Account.
Service to Others	Owner understands and agrees that Agent provides similar services for other clients. Owner further understands that Agent or its affiliates may take investment action on behalf of such other clients, or for Agent and/or its employees' own accounts that differ from investment action taken on behalf of the Account. If the purchase or sale of securities for the Account and for one or more of such other clients is to be completed at or about the same time, the transactions in such securities will be allocated among the several clients in a manner deemed equitable by Agent.
Venue; Choice of Law	Any proceeding arising out of or relating to this Agreement (" <u>Proceeding</u> ") must be brought in the courts of the State of Missouri, County of St. Louis, or the United States District Court for the Eastern District of Missouri (collectively, the " <u>Courts</u> "). Each of the parties to this Agreement irrevocably submits to the exclusive jurisdiction of any of the Courts in any Proceeding, waives any objection that it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of any Proceeding shall be heard and determined only in any of the Courts and agrees not to bring any Proceeding arising out of or relating to this Agreement in any other court. The parties to this Agreement agree that either or both of them may file a copy of this Agreement with any court as written evidence of the knowing, voluntary and bargained agreement between the parties to irrevocably waive any objections to venue or to convenience of forum. The parties agree that the terms of this Agreement will be construed under Missouri law, without regard to that state's conflicts of laws provisions.
Validity	If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement.

Amendments	Agent will have the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment shall be effective 30 days after Agent has mailed the Owner a notice of such amendment, or such later date as is established by Agent.
Successors and Assigns	This Agreement will bind and inure to the benefit of and be enforceable by Agent and the Owner, and their respective successors and assigns.
Required Disclosures	USA PATRIOT ACT OF 2001 IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for the Owner: when Owner opens the Account, Agent will ask for Owner's name, physical address, date of birth and other information that will allow Agent to identify Owner. Agent may also ask to see Owner's driver's license or other identifying documents. PRIVACY NOTICE Owner acknowledges receiving an electronic copy of Agent's Privacy Notice that discloses how Agent collects, shares and protects Owner's personal information. MONEY MARKET FUND Under "Cash Management," Owner specifically authorizes Agent to invest any cash balances and short term funds in the default money market vehicle as defined by Agent. From time to time a portion of this vehicle may consist of deposits in The Central Trust Bank. In no event will the amount of funds deposited in the bank exceed the current FDIC coverage limit. The interest paid on affiliate deposits will be equivalent to or greater than that paid by the alternative taxable fund. MUTUAL FUNDS Mutual funds recommended by Agent do not generate additional revenue for Agent. However, some mutual funds which are held in Owner's account may pay additional compensation sometimes referred to as "revenue sharing" or "12(b)-1 fees". Any compensation of this nature that is received is directed to Agent's mutual fund custodian to offset its bill for processing transactions. UNLAWFUL INTERNET GAMBLING NOTICE In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 (the "<u>Act</u>") and Regulation GG, this notification is to inform Owner that restricted transactions in the business of unlawful internet gambling concerning betting or wagering as defined in the Act are prohibited from being processed through Owner's account or relationship with Agent. Restricted transactions are those transactions in which a person and/or business accepts credit, funds, instruments or other similar proceeds from another person in connection with unlawful internet gambling. As defined in Regulation GG, unlawful internet gambling means "to place, receive or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made." As Owner, these restricted transactions are prohibited from being processed through Owner's Account or relationship with Agent. If Owner engages in an internet gambling business, opens an additional account with Agent or there is a change in Owner's business activity that permits such activity, Owner agrees to notify Agent. In addition, Owner will be asked to provide evidence of Owner's legal capacity to do so. Owner certifies that this Account will not be utilized for transactions designated as illegal under Regulation GG and the Act.
Miscellaneous	Owner has made certain elections in the Investment Management Account Owner Elections form and may revoke or amend them upon written notice to Agent. If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement.

Agent has the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment will be effective 30 days after Agent has mailed the Owner a notice of such amendment, or such later date as is established by Agent.

This Agreement will bind and inure to the benefit of and be enforceable by Agent and the Owner, and their respective successors and assigns.

AGREED TO & ACCEPTED BY:

OWNER: _____ **Date:** _____
(Signature)

(Print Name)

OWNER: _____ **Date:** _____
(Signature)

(Print Name)

CENTRAL TRUST COMPANY, a Division of The Central Trust Bank:

By: _____ **Date:** _____
(Authorized Officer's Signature)

(Print Name & Title)

CENTRAL TRUST USE ONLY | Account Number:

FACTS	WHAT DOES THE CENTRAL TRUST BANK DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ■ Social Security number and income ■ account balances and payment history ■ credit history and transaction history When you are <i>no longer our customer</i>, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons The Central Trust Bank chooses to share; and whether you can limit this sharing.

Reasons we can share personal information	Does The Central Trust Bank share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates everyday business purposes information about your transactions and experiences	No	We don't share
For our affiliates everyday business purposes information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For our nonaffiliates to market to you	No	We don't share

Questions?	Visit one of the following websites and click "Contact Us": www.centralbank.net www.jefferson-bank.com www.bankcentral.net www.centraltrust.net
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Who we are		
Who is providing this notice?	The Central Trust Bank and its divisions	
What we do		
How does The Central Trust Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.	
How does The Central Trust Bank collect my personal information?	We collect your personal information, for example, when you ■ open an account or deposit money ■ pay your bills or apply for a loan ■ use your credit or debit card We also collect your personal information from others, such as credit bureaus, or other companies.	
Why can't I limit all sharing?	Federal law gives you the right to limit only ■ sharing for affiliates' everyday business purposes - information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.	
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account unless you advise us otherwise.	
Definitions		
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ■ <i>The Central Trust Bank does not have affiliates.</i>	
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ <i>The Central Trust Bank does not share with nonaffiliates so they can market to you.</i>	
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ <i>Our joint marketing partners include companies that provide marketing services on our behalf and other financial institutions with which we have joint marketing agreements.</i>	
Divisions and Operating Names of The Central Trust Bank include:		
Bank Central	Central Bank of Oklahoma	Central Bank Mortgage
Central Bank	Central Bank of Sedalia	Central Trust Company
Central Bank of Audrain County	Central Bank of St. Louis	HSA Central
Central Bank of Boone County	Central Bank of the Midwest	Jefferson Bank
Central Bank of Branson	Central Bank of the Ozarks	Mortgage Central
Central Bank of Lake of the Ozarks	Central Bank of Warrensburg	Online Central
Central Bank of Moberly	Central Investment Advisors	

Other Information

You may have other privacy protections under state laws. We will comply with these laws as applicable. For California residents; we will not share information we collect about you with nonaffiliates, except as permitted by California law.

City of Osage Beach
Agenda Item Summary

Date of Meeting: August 7, 2025
Originator: Jeff Fisher, Public Works Director
Presenter: Jeff Fisher, Public Works Director

Agenda Item:

Resolution 2025-23 - A resolution of the City of Osage Beach, Missouri, stating facts and reasons for the necessity to increase expenditures for Fiscal Year 2025 to cover Transportation Fleet and Vehicle Maintenance Expenses.

Requested Action:

Resolution #2025-23

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 - outstanding invoices are awaiting payment

Budgeted Item:

Yes

Budget Line Information (if applicable):

Department Comments and Recommendation:

City Attorney Comments:

City Administrator Comments:

The Public Works Transportation Department has almost fully depleted the Vehicle Maintenance line item due to unforeseen breakdowns in equipment. In order to cover expenses for the remainder of the year, we are requesting an additional \$50,000 be approved for the Vehicle Maintenance line item. I concur with the department's recommendation.

RESOLUTION 2025-23

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 COVER TRANSPORTATION FLEET AND VEHICLE MAINTENANCE EXPENSES.

WHEREAS, significant repairs to assets to Public Works transportation fleet and vehicle maintenance expenses, 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 Thousand Dollars a (\$50,000.00) in the budget for Fiscal Year 2025 to cover transportation fleet and vehicle maintenance expenses

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 2025-23 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



Memorandum

July 25, 2025

To: Devin Lake, City Administrator

From: Jeff Fisher, Director of Public Works

Re: Fleet Budget Amendment

As Public Works develops programs and policies for effective asset management such as fleet and a vehicle and equipment replacement program (VERP), we have experienced significant repairs to assets this year that require an amendment to the 2025 budget so that there are funds to support the fleet for the remainder of the year.

Rob Long and the other foremen have done a commendable job managing the assets and frankly, City leadership has done a good job of supporting them through the budget over the recent past. The average age of the vehicles is between four and seven years in the water, sewer and streets divisions. Streets would be as good as water and sewer if not for a few vehicles. Equipment is not as good, regarding the average age, but it is great to know the team does have, for the most part, the right equipment. The team is looking to add equipment in near term budget years that enhance its ability to tackle maintenance in a bigger way, particularly in streets.

This team is very resourceful and has a broad knowledge and skill set so they do a commendable job of basic mechanics work to keep the fleet going and then send work to various businesses in the area as needed. Of course, the weakness is that there is not a legitimate fleet management component: in-house mechanics, space and equipment, or an adopted VERP. There is a new employee that has proven to a valuable asset as he has good experience as a “mechanic” but that is not the role he was hired for.

Consequently, there is a higher risk that vehicles and equipment will fail requiring costly repairs. There has been significant failures with a backhoe (motor), skid-steer (motor), ditch-witch (motor), and two trucks (both motors). These alone cost roughly \$70,000 this year.

I am recommending the Vehicle Maintenance and Equipment Repairs line items be funded with an additional \$50,000 and \$40,000, respectively, to anticipate maintenance needs for the remainder of the year. By the way, the Public Works team is developing a VERP for your consideration.

City of Osage Beach

Agenda Item Summary

Date of Meeting: August 7, 2025
Originator: Jeff Fisher, Public Works Director
Presenter: Jeff Fisher, Public Works Director

Agenda Item:

Bill 25-64 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 24.93 Adopting the 2025 annual operating budget requesting additional funds to cover transportation fleet and vehicle maintenance expenses. *First Reading*

Requested Action:

First Reading of Bill #25-64

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - current invoices outstanding

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-743200 Vehicle Maintenance

FY2025 Budgeted Amount: \$55,000

FY2025 Expenditures to Date (MM/DD/YY): (\$50,686)

FY2025 Available: \$4,314

FY2025 Requested Amount: \$50,000

Department Comments and Recommendation:

See attached memo. Public Works recommends approval

City Attorney Comments:

Per City Code 110.230, Bill 25-64 is in correct form.

City Administrator Comments:

I concur with the department's recommendation. There is currently an outstanding

invoice that needs to be processed for payment.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 24.93 ADOPTING THE 2025 ANNUAL OPERATING BUDGET, REQUESTING ADDITIONAL FUNDS TO COVER TRANSPORTATION FLEET AND VEHICLE MAINTENANCE EXPENSE.

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 Budget	Amended Budget
20-00-743200	\$55,000	\$105,000

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. 25.64 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. 25.64.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk



Memorandum

July 25, 2025

To: Devin Lake, City Administrator

From: Jeff Fisher, Director of Public Works

Re: Fleet Budget Amendment

As Public Works develops programs and policies for effective asset management such as fleet and a vehicle and equipment replacement program (VERP), we have experienced significant repairs to assets this year that require an amendment to the 2025 budget so that there are funds to support the fleet for the remainder of the year.

Rob Long and the other foremen have done a commendable job managing the assets and frankly, City leadership has done a good job of supporting them through the budget over the recent past. The average age of the vehicles is between four and seven years in the water, sewer and streets divisions. Streets would be as good as water and sewer if not for a few vehicles. Equipment is not as good, regarding the average age, but it is great to know the team does have, for the most part, the right equipment. The team is looking to add equipment in near term budget years that enhance its ability to tackle maintenance in a bigger way, particularly in streets.

This team is very resourceful and has a broad knowledge and skill set so they do a commendable job of basic mechanics work to keep the fleet going and then send work to various businesses in the area as needed. Of course, the weakness is that there is not a legitimate fleet management component: in-house mechanics, space and equipment, or an adopted VERP. There is a new employee that has proven to a valuable asset as he has good experience as a “mechanic” but that is not the role he was hired for.

Consequently, there is a higher risk that vehicles and equipment will fail requiring costly repairs. There has been significant failures with a backhoe (motor), skid-steer (motor), ditch-witch (motor), and two trucks (both motors). These alone cost roughly \$70,000 this year.

I am recommending the Vehicle Maintenance and Equipment Repairs line items be funded with an additional \$50,000 and \$40,000, respectively, to anticipate maintenance needs for the remainder of the year. By the way, the Public Works team is developing a VERP for your consideration.

City of Osage Beach
Agenda Item Summary

Date of Meeting: August 7, 2025
Originator: Jeff Fisher, Public Works Director
Presenter: Jeff Fisher, Public Works Director

Agenda Item:

Resolution 2025-24 - A resolution of the City of Osage Beach, Missouri, stating facts and reasons for the necessity to transfer funds for Fiscal Year 2025 to cover sewer expenditures.

Requested Action:

Resolution #2025-24

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 - invoices are outstanding

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

See attached memo.

City Attorney Comments:

Per City Code 110.230, Resolution 2025-24 is in correct form.

City Administrator Comments:

Due to the expenses related to the new Advanced Microbial Solutions odor control system, we are requesting a transfer of funds to cover the additional costs. I concur with the department's recommendation.



City of Osage Beach

1000 City Parkway · Osage Beach, MO 65065
Phone (573) 302-2000 · Fax (573) 302-2039 · www.OsageBeach.org

Memorandum

July 28, 2025

To: Devin Lake, City Administrator

From: Jeff Fisher, Director of Public Works

Re: Odor Control Budget Adjustment

As Chris Duncan and his team experiment with the “bugs” in the sewer system to mitigate odors from various lift stations, the annual costs for doing so, are undetermined as of yet. We have two recent invoices we are not sure are paid yet and we know we need to order more bugs soon. We are now estimating around \$115,000 total for the end of the year. We believe we will spend less in 2026 because we believe stability is on the horizon regarding odors.

These incurred expenses put us close to budgeted funds or more likely well over, depending on what has been paid. In any case, we know we will need to make an adjustment asap. We are suggesting we transfer \$60,000 from the “Repair of System”, 00-743300 line item where Chris anticipates there are sufficient funds to finish the year. Of course, with this sewer system that includes so many lift stations and grinder stations, it is difficult to be certain.

We are very optimistic the “bugs” are a big part of the solution to the odor problems, along with updates and changes we anticipate making in the pumping program over the next few years.

RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY FOR THE TRANSFER FUNDS IN BUDGET FOR THE FISCAL YEAR 2025 TO COVER SEWER EXPENDITURES.

WHEREAS, the transfer of funds within the sewer fund from Repair of System to Odor Control related to the new odor control measures 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 a transfer of funds from Repair of System to Odor Control in the amount of Sixty Thousand Dollars (\$60,000.00) in the budget for Fiscal Year 2025.

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 2025-24 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: August 7, 2025
Originator: Jeff Fisher, Public Works Director
Presenter: Jeff Fisher, Public Works Director

Agenda Item:

Bill 25-65 - An ordinance of the City of Osage Beach, Missouri amending Ordinance No. 24.93 Adopting the 2025 Annual Budget requesting a transfer of funds to cover sewer expenditures related to the new odor control measures. *First Reading*

Requested Action:

First Reading of Bill #2X-XX

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - invoices are outstanding

Budgeted Item:

Yes, requesting a transfer of \$60,000 from 35-00-743300 Repair of System to 35-00-762700 Odor Control.

Budget Line Information (if applicable):

Budget Line Item/Title: 35-00-743300 Repair of System

FY2025 Budgeted Amount:	\$1,600,000
FY2025 Expenditures to Date (MM/DD/YY):	(\$924,082.00)
FY2025 Available:	\$675,918.00
FY2025 Requested Amount:	\$60,000

Budget Line Item/Title: 35-00-762700 Odor Control

FY2025 Budgeted Amount:	\$60,000
FY2025 Expenditures to Date (MM/DD/YY):	(\$50,421.00)
FY2025 Available:	\$9,579.00

Department Comments and Recommendation:

Recommend approval

City Attorney Comments:

Per City Code 110.230, Bill 25-65 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 24.93 ADOPTING THE 2025 ANNUAL OPERATING BUDGET, REQUESTING A TRANSFER OF FUNDS TO COVER SEWER EXPENDITURES RELATED TO THE NEW ODOR CONTROL MEASURES.

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 Budget	Amended Budget
35-00-743300 Repair of System	\$1,600,000	\$1,540,000
35-00-762700 Odor Control	\$60,000	\$120,000

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. 25.65 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. 25.65.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk



City of Osage Beach

1000 City Parkway · Osage Beach, MO 65065

Phone (573) 302-2000 · Fax (573) 302-2039 · www.OsageBeach.org

Memorandum

July 28, 2025

To: Devin Lake, City Administrator

From: Jeff Fisher, Director of Public Works

Re: Odor Control Budget Adjustment

As Chris Duncan and his team experiment with the “bugs” in the sewer system to mitigate odors from various lift stations, the annual costs for doing so, are undetermined as of yet. We have two recent invoices we are not sure are paid yet and we know we need to order more bugs soon. We are now estimating around \$115,000 total for the end of the year. We believe we will spend less in 2026 because we believe stability is on the horizon regarding odors.

These incurred expenses put us close to budgeted funds or more likely well over, depending on what has been paid. In any case, we know we will need to make an adjustment asap. We are suggesting we transfer \$60,000 from the “Repair of System”, 00-743300 line item where Chris anticipates there are sufficient funds to finish the year. Of course, with this sewer system that includes so many lift stations and grinder stations, it is difficult to be certain.

We are very optimistic the “bugs” are a big part of the solution to the odor problems, along with updates and changes we anticipate making in the pumping program over the next few years.

City of Osage Beach

Agenda Item Summary

Date of Meeting: August 7, 2025
Originator: Madeline Mousseau, Human Resource Generlist
Presenter: Madeline Mousseau, Human Resource Generlist

Agenda Item:

Bill 25-66 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 125 Human Resources System (Personnel) Rules and Regulations; Section 125.140. Transfer, Promotion, Reclassification, Demotion, Suspension and Reinstatement as set forth. *First Reading*

Requested Action:

First Reading of Bill #25-66

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:

N/A.

Budgeted Item:

N/A.

Budget Line Information (if applicable):

No budgetary impact.

Department Comments and Recommendation:

The presented changes would correct and update the procedure and policies listed within Section 125.140. Transfer, Promotion, Reclassification, Demotion, Suspension and Reinstatement. These changes would allow us to better serve our employee population by setting more equitable and clear guidelines regarding the nature of transfers, promotions, reclassification, and demotions, revising incorrect definitions previously included, and adding specifics where needed. The Human Resources Department recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 25-66 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 125 HUMAN RESOURCES SYSTEM (PERSONNEL) RULES AND REGULATIONS; SECTION 125.140 TRANSFER, PROMOTION, RECLASSIFICATION, DEMOTION, SUSPENSION AND REINSTATEMENT FROM SERVICE AS SET FORTH.

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

Section 1. Within the City Code there are hereby enacted amendments as set forth below with new material set out in **RED** follows:

Section 125.140. Transfer, Promotion, Reclassification, Demotion, Suspension and Reinstatement.

Transfer. No employee shall be transferred to a position for which he/she does not possess the minimum qualifications unless the City Administrator authorizes an on-the-job training appointment. If an employee transfers from one position to another position within the same pay range **with similar duties**, the employee's salary shall ~~be within the salary range of the new position.~~ **remain the same.**

A. *Promotion.* Insofar as is consistent with the best interests of the City, vacancies in the classified service may be filled by promotion from within the classified service. ~~Employees who are promoted from one pay level to a higher pay level shall receive a three percent (3%) increase for each pay level increase or the minimum salary level for the new position.~~ **The pay increase will be determined by evaluating internal equity within the new pay band, taking into account factors such as comparable experience, performance, education, changes in FLSA status, and the applicable supervisory level. Under no circumstances will an employee be paid below the minimum or above the maximum of the approved pay range for the new position.**

B. *Reclassification.* ~~An employee may request a reclassification to a position assigned a lower pay level. If the position requested by the employee is in the career ladder or promotional path of the employee, the employee's salary will be reduced only to the extent required to bring the employee within the salary range of the new position.~~

1. If an employee's position is reclassified from a lower pay level to a higher pay level, the employee's rate of pay will not be adjusted unless the reclassification results in the addition of substantial duties added to the job responsibilities; provided that an employee's rate of pay will be increased as necessary to ensure the employee is **at least at the** minimum of the pay band. **The pay increase will be determined by evaluating internal equity within the new pay band, taking into account factors such as comparable experience, performance, education, changes in FLSA status, and the applicable supervisory level. Under no circumstances will an employee be paid below the minimum or above the maximum of the approved pay range for the new position.**

2. If an employee's position is reclassified from a higher pay level to a lower pay level, the employee's rate of pay will not be adjusted unless the reclassification is the result of a demotion in which substantial duties are removed from the job responsibilities. In the event the reclassification is a demotion, the demotion procedures shall apply.

C. *Demotion.*

1. **Involuntary demotion.** The City Administrator may demote an employee ~~who is unable to perform his/ her required duties or~~ for disciplinary **or operational** purposes. In this event, ~~the employee's pay may be reduced to the minimum of the new pay level.~~ **employees who are demoted will generally receive a 5% to 10% decrease in base pay. Internal equity may require a reduction in salary beyond the 10%. Under no circumstances will an employee be paid below the minimum or above the maximum of the new range. Written notice of the demotion shall be given to the employee at least seven days before the effective date of the demotion. In the event the employee cannot be located, notice will be given by certified mail to the employee's last listed mailing address.**
2. **Voluntary demotion.** A demotion may be authorized by the City Administrator upon employee request if a vacant position exists in a lower classification. An employee who takes a voluntary demotion will be placed at a rate within the pay level for that position. Under no circumstances will an employee be paid below the minimum or above the maximum of the approved pay level of the new position.

- D. *Suspension without pay.* The City Administrator may suspend an employee at any time for a violation of City Code. Suspension without pay shall not exceed thirty (30) calendar days. Department managers may suspend a subordinate employee **without pay** for not more than three (3) working days at any one (1) time, and not more than once in a thirty (30) calendar day period. Any suspension shall be reported immediately to the City Administrator.
- E. *Suspension with pay.* The City Administrator or department managers may suspend an employee with pay for up to three (3) working days for the purpose of conducting an investigation. The City Administrator may authorize a longer period if necessary. All such suspensions shall be reported immediately to the City Administrator.
- F. *Reinstatement.* Former employees with less than thirty (30) days break in service may be reinstated at the same pay, benefits, and seniority by the City Administrator. Other former employees, except those on re-employment lists, will be treated in the same manner as all other applicants and subject to all normal selection processes.

Section 2. Severability

The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or degree of any Court of any competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the same

would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

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

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.25.66 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.25.66.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

Section 125.140. Transfer, Promotion, Reclassification, Demotion, Suspension and Reinstatement. [R.O. 2006 §125.140; Ord. No. 05.22 §1, 6-2-2005; Ord. No. 12.07 §§1 — 2, 4-5-2012; Ord. No. 12.43 §1, 12-21-2012]

- A. *Transfer.* No employee shall be transferred to a position for which he/she does not possess the minimum qualifications unless the City Administrator authorizes an on-the-job training appointment. If an employee transfers from one position to another position within the same pay range with similar duties, the employee's salary shall ~~be within the salary range of the new position.~~ remain the same. [Ord. No. 14.42 §8, 9-4-2014]
- B. *Promotion.* Insofar as is consistent with the best interests of the City, vacancies in the classified service may be filled by promotion from within the classified service. ~~Employees who are promoted from one pay level to a higher pay level shall receive a three percent (3%) increase for each pay level increase or the minimum salary level for the new position.~~ The pay increase will be determined based on scale of the group supervised; level of complexity of the programs responsible for; internal equity with other similar positions; especially within the new pay band; education; skills and experience; past performance; and any changes in FLSA status Under no circumstances will an employee be paid below the minimum or above the maximum of the approved pay level of the new position.
- C. *Reclassification.* ~~An employee may request a reclassification to a position assigned a lower pay level. If the position requested by the employee is in the career ladder or promotional path of the employee, the employee's salary will be reduced only to the extent required to bring the employee within the salary range of the new position.~~
1. If an employee's position is reclassified from a lower pay level to a higher pay level, the employee's rate of pay will not be adjusted unless the reclassification results in the addition of substantial duties added to the job responsibilities; provided that an employee's rate of pay will be increased as necessary to ensure the employee is at the minimum of the pay band. The pay increase will be determined based on scale of the group supervised; level of complexity of the programs responsible for; internal equity with other similar positions; especially within the new pay band; education; skills and experience; past performance; and any changes in FLSA status. Under no circumstances will an employee be paid below the minimum or above the maximum of the approved pay level of the new position.
 2. If an employee's position is reclassified from a higher pay level to a lower pay level, the employee's rate of pay will not be adjusted unless the reclassification is the result of a demotion in which substantial duties are removed from the job responsibilities. In the event the reclassification is a demotion, the demotion procedures shall apply.
- D. *Demotion.*
1. Demotion as a disciplinary action. The City Administrator may demote an employee ~~who is unable to perform his/ her required duties or~~ for disciplinary or operational purposes. In this event, ~~the employee's pay may be reduced to the minimum of the new pay level.~~ employees who are demoted will generally receive a 5% to 10% decrease in base pay. Internal equity may require a reduction in salary beyond the 10%. Under no circumstances will an employee be paid below the minimum or above the maximum of the new range. Written notice of the demotion shall be given to the employee at least seven days before the effective date of the demotion. ~~In the event~~

~~the employee cannot be located, notice will be given by certified mail to the employee's last listed mailing address.~~

2. Voluntary demotion. A demotion may be authorized by the City Administrator for any employee who requests it if a vacant position exists in a lower classification. An employee who takes a voluntary demotion will be placed at a rate within the pay level for that position. Under no circumstances will an employee be paid below the minimum or above the maximum of the approved pay level of the new position.

- E. *Suspension without pay.* The City Administrator may suspend an employee at any time for a violation of City Code. Suspension without pay shall not exceed thirty (30) calendar days. Department managers may suspend a subordinate employee **without pay** for not more than three (3) working days at any one (1) time, and not more than once in a thirty (30) calendar day period. Any suspension shall be reported immediately to the City Administrator.
- F. *Suspension with pay.* The City Administrator or department managers may suspend an employee with pay for up to three (3) working days for the purpose of conducting an investigation. The City Administrator may authorize a longer period if necessary. All such suspensions shall be reported immediately to the City Administrator.
- G. *Reinstatement.* Former employees with less than thirty (30) days break in service may be reinstated at the same pay, benefits, and seniority by the City Administrator. Other former employees, except those on re-employment lists, will be treated in the same manner as all other applicants and subject to all normal selection processes.

City of Osage Beach

Agenda Item Summary

Date of Meeting: August 7, 2025
Originator: Jeff Fisher, Public Works Director
Presenter: Jeff Fisher, Public Works Director

Agenda Item:

Bill 25-67 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to enter into a cooperative purchase agreement with Capital Paving not to exceed \$700,000. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #25-67

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - We need to get on their schedule to get work completed prior to the end of the year.

Budgeted Item:

Budget Line Item/Title: 20-00-773175 Misc. Streets/Roads

FY2025 Budgeted Amount: \$1,019,930

FY2025 Expenditures to Date (MM/DD/YY): (\$0.00)

FY2025 Available: \$1,019,930

FY2025 Requested Amount: \$600,000

Budget Line Information (if applicable):

2025 Budget includes \$1,019,930 for Pavement Maintenance: staff anticipates spending near \$700,000 on overlays in 2025 for Lazy Days and Dude Ranch Roads; other surface treatments under another contract are proposed in another motion for Aug 7, 2025 Alderman Meeting. There is urgency in approval requested so that Capital can perform the work as soon as August if their schedule allows.

Department Comments and Recommendation:

Recommend approval

City Attorney Comments:

Per City Code 110.230, Bill 25-67 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

BILL NO. 25-67

ORDINANCE NO. 25.67

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE PURCHASE AGREEMENT WITH CAPITAL PAVING IN AN AMOUNT NOT TO EXCEED \$700,000.

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 Capital Paving 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 Seven Hundred Thousand Dollars. (\$700,00.00)

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.67 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. 25.67.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



1369 Business Park Rd.
Linn Creek, MO 65052

Phone: (573) 317-3700
Fax: (573) 557-4165

To:	City Of Osage Beach	Contact:	Jeff Fisher
Address:	Osage Beach, MO	Phone:	
		Fax:	
Project Name:	Osage Beach Camden County 2025 Hot Mix Asphalt Overlay Program	Bid Number:	LO2025055
Project Location:	Dude Ranch And Lazy Days Roads, Osage Beach, MO	Bid Date:	7/16/2025

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0010	10	3" Depth Milling - Lazy Days Road And 2" Depth Milling - Dude Ranch Road, Rowan Road And City Parkway Road.	38,900.00	SY	\$4.35	\$169,215.00
0020	20	Lazy Days Road, Dude Ranch Road, Rowan Road And City Parkway Road - Cleaning Followed By Application Of Tack Coat And 2" Asphalt Pavement Overlay.	4,635.00	TON	\$108.90	\$504,751.50

Notes:

- Proposal to include the following per the attached aerial photo map -

RED AREA - Lazy Days Road - 3" depth milling on entire roadway followed by cleaning, application of tack coat and 2" depth asphalt pavement overlay compacted.

BLUE AREA - Dude Ranch Road - 2" depth milling on entire roadway followed by cleaning, application of tack coat and 2" depth asphalt pavement overlay compacted.

GREEN AREA - Rowan Road - 2" depth milling on entire roadway followed by cleaning, application of tack coat and 2" depth asphalt pavement overlay compacted.

YELLOW AREA - City Parkway Road - 2" depth milling on entire roadway followed by cleaning, application of tack coat and 2" depth asphalt pavement overlay compacted.

Payment Terms:

Actual quantities for billing purposes for unit price contracts are to be determined by field measurements upon completion of project. All material is guaranteed to be as specified, and the above work is to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner. Payment to be made in full within 30 days of invoice date. A charge of 1 1/2% will be added to the unpaid balance until paid in full.

Any alteration or deviation from above specifications will become an extra charge. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance on above work. Workmens' Compensation and Public Liability Insurance on above work is carried by the Company.

NOTE: This proposal may be withdrawn if not accepted within 30 days.

NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

Asphalt paving or overlay may increase, alter, or redirect storm water runoff. The Company does not assume responsibility for storm water runoff as part of this contract unless specifically stated. The property owner is advised to contract an engineer with expertise in the area of storm water design for specific recommendations. Heavy equipment and fully loaded trucks will be used to complete the paving project. The Company does not assume responsibility for any structural damage done to any existing pavement as a result of the weight of the trucks and equipment used to complete the project.

CONSENT OF OWNER: CONSENT IS HEREBY GIVEN FOR FILING OF MECHANIC'S LIENS BY ANY PERSON WHO SUPPLIES MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT ON THE PROPERTY ON WHICH IT IS LOCATED IF HE IS NOT PAID.



1369 Business Park Rd.
Linn Creek, MO 65052

Phone: (573) 317-3700
Fax: (573) 557-4165

To:	City Of Osage Beach	Contact:	Jeff Fisher
Address:	Osage Beach, MO	Phone:	
		Fax:	
Project Name:	Osage Beach Camden County 2025 Hot Mix Asphalt Overlay Program	Bid Number:	LO2025055
Project Location:	Dude Ranch And Lazy Days Roads, Osage Beach, MO	Bid Date:	7/16/2025

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Capital Paving Construction LLC Lake

Authorized Signature:

A handwritten signature in blue ink, appearing to read "Eric Stuckenschneider", is written over a horizontal line.

Estimator: Eric Stuckenschneider
(573) 239-4244 erics@capitalmaterialsmo.com



1369 Business Park Rd.
Linn Creek, MO 65052

Phone: (573) 317-3700
Fax: (573) 557-4165

To:	Camden County	Contact:	Patrick Wolf
Address:	1 Court Circle NW Camdenton, MO 65020	Phone:	573-346-4440
Project Name:	Camden County 2025 Hot Mix Asphalt Overlay Program	Bid Number:	LO2025017
Project Location:	Camden County, MO	Bid Date:	3/25/2025

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0010	10	Depth Transition Milling - Paved Driveways And Sideroads.	1.00	LS	\$43,300.00	\$43,300.00
0020	20	Application Of Tack Coat And 2" Asphalt Pavement Overlay.	7,200.00	TON	\$108.90	\$784,080.00

Notes:

- Proposal to include the following - Bid Items are tied together. Please call to separate.

Item 10 - Depth Transition Milling - Includes milling at beginning and end of all roads, all paved side roads, and all paved residential driveways.

Item 20 - 2" Depth Asphalt Pavement Overlay. (7 Roads Camden County)

Payment Terms:

Actual quantities for billing purposes for unit price contracts are to be determined by field measurements upon completion of project. All material is guaranteed to be as specified, and the above work is to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner. Payment to be made in full within 30 days of invoice date. A charge of 1 1/2% will be added to the unpaid balance until paid in full.

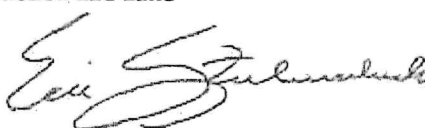
Any alteration or deviation from above specifications will become an extra charge. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance on above work. Workmens' Compensation and Public Liability Insurance on above work is carried by the Company.

NOTE: This proposal may be withdrawn if not accepted within 30 days.

NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

Asphalt paving or overlay may increase, alter, or redirect storm water runoff. The Company does not assume responsibility for storm water runoff as part of this contract unless specifically stated. The property owner is advised to contract an engineer with expertise in the area of storm water design for specific recommendations. Heavy equipment and fully loaded trucks will be used to complete the paving project. The Company does not assume responsibility for any structural damage done to any existing pavement as a result of the weight of the trucks and equipment used to complete the project.

CONSENT OF OWNER: CONSENT IS HEREBY GIVEN FOR FILING OF MECHANIC'S LIENS BY ANY PERSON WHO SUPPLIES MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT ON THE PROPERTY ON WHICH IT IS LOCATED IF HE IS NOT PAID.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Capital Paving Construction LLC Lake Authorized Signature:  Estimator: Eric Stuckenschneider (573) 239-4244 erics@capitalmaterialsmo.com
---	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/28/2025

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 Digital Insurance LLC-Clayton, MO 8235 Forsyth Blvd #1200 Clayton MO 63105	CONTACT NAME: Tammy Napoli	FAX (A/C, No): 314-889-3700
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS: Tammy.Napoli@onedigital.com
INSURED Capital Paving & Construction, LLC 221 Bolivar Street, Suite 400 Jefferson City, MO 65101	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Greenwich Insurance Company	22322
	INSURER B: Allied World National Assurance Company	10690
	INSURER C: XL Ins Amer Inc	24554
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1256695762 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			RGE5000296-13	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			RAD500029513	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			03105013	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	RWD500029314	5/1/2025	5/1/2026	☒ 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Hot Mix Asphalt Overlay Certificate holder is included as additional insured on a primary and non-contributory basis where required by written contract. Waiver of Subrogation and 30 Day Notice of Cancellation apply where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

County of Camden
1 Court Circle, Ste 1
Camdenton MO 65020
USA

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

Michael F. Shenahan Jr

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City of Osage Beach

Agenda Item Summary

Date of Meeting: August 7, 2025
Originator: Jeff Fisher, Public Works Director
Presenter: Jeff Fisher, Public Works Director

Agenda Item:

Bill 25-68 - An ordinance of the City of Osage Beach, Missouri, authorizing the City to enter into a cooperative purchase agreement with Vance Brothers for an amount not to exceed \$1,450,000. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #25-68

Ordinance Referenced for Action:

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

Deadline for Action:

Yes

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00773155 Misc. Streets/Roads

FY2025 Budgeted Amount:	\$1,019,930
FY2025 Expenditures to Date (MM/DD/YY):	(\$0.00)
FY2025 Available:	\$319,930 (after Capital Paving)

FY2025 Requested Amount:	\$25,000
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Budget Line Item/Title: 20-00-100190 CIB - Parkway Rehab Reserve

FY2025 Budgeted Amount:	\$2,452,041.63
FY2025 Expenditures to Date (MM/DD/YY):	(\$ 0.00)
FY2025 Available:	\$2,452,041.63

FY2025 Requested Amount:	\$1,425,000
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Department Comments and Recommendation:

2025 Budget includes \$1,019,930 for Pavement Maintenance and over \$2M for Osage Beach Parkway: staff anticipates spending near \$700,000 on overlays in 2025 for Lazy Days and Dude Ranch Roads from the Pavement Maintenance line item utilizing Capital Paving; staff is proposing that the City utilize the Platte County Coop Contract awarded to Vance Bro's to perform Cape-Seal surface treatment and striping on the entirety of OB Pkwy and perform Chip-Seal surface treatment on Chapel and Armory Roads near the Public Works facilities, and including the PW parking lot. This Chip-Seal component will be a pilot test to determine its use in future pavement maintenance. The OB Pkwy work may be performed at night to minimize traffic disruptions and increase safety. Staff recommends approval

City Attorney Comments:

Per City Code 110.230, Bill 25-68 is in correct form.

City Administrator Comments:

I concur with the department's recommendation. There is urgency in this approval so that Vance Brothers can perform the work as soon possible.

BILL NO. 25-68

ORDINANCE NO. 25.68

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE PURCHASE AGREEMENT WITH VANCE BROTHERS IN AN AMOUNT NOT TO EXCEED \$1,450,000.

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 Vance Brothers 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 Million Four Hundred Fifty Thousand Dollars. (\$1,450,000.00)

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.68 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. 25.68.

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



PLATTE COUNTY COMMISSION

SCOTT FRICKER
PRESIDING COMMISSIONER

ALLYSON BERBERICH
1ST DISTRICT COMMISSIONER

JOSEPH W. VANOVER
2ND DISTRICT COMMISSIONER

County Commission Order: **2025-CO-056**

ATTESTED TRUE COPY
JERA PRUITT
CLERK OF PLATTE COUNTY COMMISSION
Jera *MP*

Department: **Public Works**

Prepared By: **Bob Heim**

Title: **Contract Award – 2025 Road Resurfacing – Micro-Surface**

IN THE COUNTY COMMISSION OF PLATTE COUNTY, MISSOURI

AN ORDER APPROVING AN AGREEMENT BETWEEN PLATTE COUNTY, MISSOURI AND **Vance Brothers, LLC** FOR THE PURPOSE OF **2025 Road Resurfacing Project – Micro-Surface**.

WHEREAS, it is in the best interests of the citizens of Platte County that the County enter into a contract with **Vance Brothers, LLC** for the purpose of **2025 Road Resurfacing Project – Micro-Surface**.

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. **CONTRACT APPROVAL** The COUNTY is hereby authorized to enter into a Contract with **Vance Brothers, LLC** for the purpose of **2025 Road Resurfacing Project – Micro-Surface**.
2. **EXECUTION OF CONTRACT.** The Presiding Commissioner and the County Clerk are hereby authorized to execute the Contract in substantially the form of the proposed Contract attached hereto, together with any and all other documents as needed to carry out the intent of this Order.

This Order shall be effective immediately upon passage.

Done this 5th day of May, 2025 at Platte City, Missouri.

Budgeted Item: Yes, Fund 30007000-720200

Budget Impact: \$613,186.00

ATTEST:

Jera *MP*
Jera Pruitt
County Clerk



Scott Fricker
Scott Fricker
Presiding Commissioner

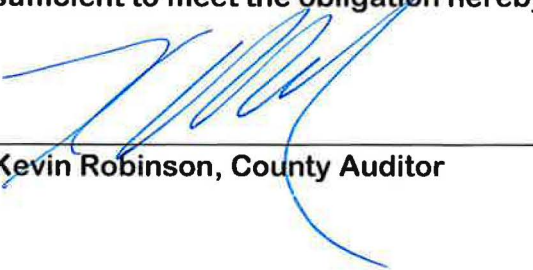
Allyson Berberich
Allyson Berberich
1st District Commissioner

Joseph W. Vanover
Joseph W. Vanover
2nd District Commissioner

Approved as to form and legality:


Rob Redman, County Counselor

Pursuant to Sections 50.660 and 55.160 RSMo., I certify that there is an unencumbered balance or anticipated revenue to be placed to the credit of the appropriation to which the foregoing expenditure is to be charged, and an unencumbered cash balance or anticipated revenue in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.


Kevin Robinson, County Auditor



PLATTE COUNTY, MISSOURI

2025 Road Resurfacing

BID OF VANCE BROTHERS, LLC, CONTRACTOR

FEBRUARY 2025

SPECIFICATIONS AND CONTRACT DOCUMENTS

COUNTY COMMISSION

Scott Fricker, Presiding Commissioner
Allyson Berberich, First District Commissioner
Joe Vanover, Second District Commission

COUNTY HIGHWAY ADMINISTRATOR

Bob Heim, Director of Public Works

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BID FORM UNIT PRICE SCHEDULE

WORK PERFORMED BY THE CONTRACTOR					
Item	Description	Unit	Quantity	Unit Price	TOTAL
1	Asphalt Overlay – Type KDOT SR-12.5A Commercial (Quantity includes PSRD 4,970 Tons)	Tons	18,870	<u>No Bid</u>	
2	Asphalt Patch – Type 12.5 Commercial	Tons	0	<u>N/A</u>	<u>N/A</u>
3	Asphalt Cold Milling (Quantity includes PSRD 44,260 SY)	Square Yards	132,915	<u>No Bid</u>	
4	Asphalt Curb Line Milling	Square Yards	0	<u>N/A</u>	<u>N/A</u>
5	Standard Micro Surfacing (limestone aggregate mix laid at 22 to 25 lbs/sy)	Square Yards	1,000	<u>\$3.90</u>	<u>\$3,900.00</u>
6	Improved Micro Surfacing (50-50 limestone/RAP aggregate mix laid at 25 to 27 lbs/sy.)	Square Yards	135,640	<u>\$3.81</u>	<u>\$516,788.40</u>
7	MC 30 (Applied over Asphalt Millings. Min. App. Rate = 0.3gal/sy)	Square Yards	42,980	<u>\$1.56</u>	<u>\$67,048.80</u>
8	MC 3000 (Applied over Asphalt Millings. Min. App. Rate = 0.3gal/sy)	Square Yards	17,680	<u>\$1.66</u>	<u>\$29,348.80</u>

- A. All quantities are estimated and may be increased or decreased due to budgetary constraints. Actual quantities will be taken from field measurements of installed work based upon the dimensions identified in the itemized list of roadways.
- B. Contractor may bid upon any or all items.
- C. Contractor shall be required to enter into separate contracts with PSRD, Weatherby Lake, Platte Woods or any other entity that chooses to use this bid cooperatively as per RSMo Section 70.220.

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COOPERATIVE PURCHASING AUTHORIZATION

Section 70.220 Missouri Revised Statutes authorizes political subdivisions such as Platte County to procure services through joint purchasing agreements cooperatively with other political subdivisions of the state.

The Platte County Public Works department desires to offer this bid and contract to other Missouri political subdivisions through the cooperative purchasing provision as allowed by statute. The successful bidder may enter into a Memorandum of Understanding with other agencies, municipalities, etc., to provide pavement surfacing services.

This is optional and not required. Platte County will not make any determination for bid award based upon the bidder's choice to accept or decline this cooperative contracting opportunity.

Bidders should please mark and sign the following statement:

Vance Brothers, LLC (Company Name), chooses to offer this bid and subsequent contract to other political subdivisions of the State of Missouri in accordance with RSMO § 70.220.

Accept

☒

Decline

☐



(Signature) Shawn Brost

Vice President

(Title)

3/13/25

(Date)

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PLATTE COUNTY COMMISSION

SCOTT FRICKER
PRESIDING COMMISSIONER

ALLYSON BERBERICH
1ST DISTRICT COMMISSIONER

JOE VANOVER
2ND DISTRICT COMMISSIONER

RESOLUTION: 2025 – RES – 018

Department: Public Works

Prepared by: Bob Heim

Resolution Title: Request for Bids - 2025 Road Resurfacing

Description / Background / Rationale:

SEALED BIDS, addressed to "Platte County" and endorsed "**2025 Road Resurfacing**" for performing asphalt road surface maintenance on various roads in unincorporated Platte County, will be received by the Platte County Clerk until **4:00 P.M. (Prevailing Local Time) on Friday, March 14, 2025**, at the office of the County Clerk, Platte County Government Complex Building, 415 Third St., Room 116, Platte City, MO 64079. **Bids will be publicly opened and read aloud by the County Clerk at the conclusion of the 10:00 A.M., March 17, 2025, County Commissioners Administrative Meeting in the Commission Chambers, Suite 211, of the Platte County Administrative Building located at 415 Third St. Platte City, MO 64079.**

The proposed work includes: all equipment, labor, materials and other associated costs involved with placing flexible asphaltic surfacing on roadways within unincorporated Platte County. Construction of work shall be in accordance with the plans and specifications.

The wage rates applicable to this project have been predetermined as required by law and are set forth in the bid proposal. When Federal wage rates are applicable and included, this contract is subject to the "Work Hours Act of 1962," (P.L. 87-581; 76 Stat. 357) and implementing regulations.

By virtue of statutory authority, preference shall be given to materials, products, supplies, provisions and other articles, produced, manufactured, made or grown within the State of Missouri, where same are of a suitable character and can be obtained at reasonable market prices in the State and are a quality suited to the purpose intended and can be secured without additional cost over foreign products or other states.

Platte County hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award".

Plans, specifications and bid forms will be available for inspection on **Wednesday, February 19, 2025 after 8:00am** at the Platte County Department of Public Works, 15955 Highway 273, Platte City, Missouri 64079. To request a complete set of bidding documents, free of charge, please contact Carol Tuttle at 816-858-2223.

Sealed bids must be on forms provided. Completed bids will only be accepted by the Platte County Clerk on or before the specified bid date and time. Bids submitted late will be returned unopened to the bidder.

"MISSOURI LAW, 292.675 RSMO, REQUIRES THE AWARDED CONTRACTOR AND ITS SUBCONTRACTOR(S) TO PROVIDE A TEN-HOUR OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY PROGRAM (OR A SIMILAR PROGRAM APPROVED BY THE MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS AS A QUALIFIED SUBSTITUTE) FOR THEIR ON-SITE EMPLOYEES (LABORERS, WORKMEN, DRIVERS, EQUIPMENT OPERATORS, AND CRAFTSMEN) WHO HAVE NOT PREVIOUSLY COMPLETED SUCH A PROGRAM AND ARE DIRECTLY ENGAGED IN ACTUAL CONSTRUCTION OF THE IMPROVEMENT (OR WORKING AT A NEARBY OR ADJACENT FACILITY USED FOR CONSTRUCTION OF THE IMPROVEMENT). THE AWARDED CONTRACTOR AND ITS SUBCONTRACTOR(S) SHALL REQUIRE ALL SUCH EMPLOYEES TO COMPLETE THIS TEN-HOUR PROGRAM, PURSUANT TO 292.675 RSMO, UNLESS THEY HOLD DOCUMENTATION ON THEIR PRIOR COMPLETION OF SAID PROGRAM. PENALTIES FOR NON-COMPLIANCE INCLUDE CONTRACTOR FORFEITURE TO PLATTE COUNTY IN THE AMOUNT OF \$2,500, PLUS \$100 PER CONTRACTOR AND SUBCONTRACTOR EMPLOYEE FOR EACH CALENDAR DAY SUCH EMPLOYEE IS EMPLOYED BEYOND THE ELAPSED TIME PERIOD FOR REQUIRED PROGRAM COMPLETION UNDER 292.675 RSMO."

Proposals must be on forms provided.

A certified or cashier's check or a bid bond in the amount of 10% shall be submitted with each proposal.

The Platte County Commission reserves the right to reject any and all bids.

A DBE Goal has not been established, but the contractor is encouraged to seek DBE participation in all County projects whenever possible.

No second tier subcontracting will be allowed in this project.

The project will be awarded to the lowest, responsive, responsible bidder.

THE PLATTE COUNTY COMMISSION

2025 ROAD SURFACING PROJECT PROPOSAL

The County intends to re-surface various paved roads throughout the county.

1. GOVERNING SPECIFICATIONS AND DEFINITION CHANGES

The general requirements, provisions, and technical specifications governing the completion of the work contemplated shall be the current edition of the **Missouri Standard Specifications for Highway Construction (Current English Edition)** as amended (Hereinafter referred to as the Standard Specifications) for the maintenance work and insurance requirements together with the General and Special Provisions and other County requirements contained in the contract documents.

A. In case of discrepancy among contract documents, the governing ranking will be:

- (a) Job General Provisions, Job Special Provisions and Plans (No plans included for 2025 Project)
- (b) Current MoDOT Standard Specifications for Highway Construction
- (c) Current Kansas City Metropolitan Chapter of the American Public Works Association Construction & Material Specifications. Division II, Section 2200 (Current Edition)
- (d) Bid Items or Quantities

B. In case of discrepancies, calculated dimensions will govern over scaled dimensions.

All reference to the "Engineer" made in the above Standard Specifications shall be interpreted as the Highway Administrator of Platte County, Missouri. All reference to the "State" or "Commission" made in the above Standard Specifications shall be interpreted as the Platte County Commission, Missouri.

2. PLANS (None included for 2025 Project)

The plans herein referred to are approved by the County Commission and marked with the project and numbers set out above, together with all standard or special designs that may be designated in such plans.

3. MISCELLANEOUS

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion or combination of any kind or character with any other person, firm, association, or corporation, or any member or officer thereof; that he has carefully examined the location of the proposed work, the plans, Standard Specifications, and Special Provisions heretofore mentioned, and the form of contract and contract bond; that he proposes and agrees, if this proposal is accepted, to execute the contract and bond and secure execution of the bond by satisfactory surety and to provide all necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials, specified in the contract, in the manner and time therein prescribed and in accordance with the requirements of the engineer as therein set forth; and that he will accept in full payment therefore the amount or amounts certified by the engineer in accordance with the bid, specifications and contract.

4. NONDISCRIMINATION

The undersigned, as bidder understands that in any project involving participation of federal funds, the bidder awarded the contract will be required to comply, and to cause his subcontractors, if any, to comply with all federal statutes, regulations and directives against discrimination against any person in connection with the contract, on account of race, color, religion, creed, sex, age, ancestry or national origin, and that such nondiscrimination extends to procurement of materials and lease of equipment for use in connection with the contract.

5. QUANTITIES

It is understood by the undersigned that the quantities given in the following itemized proposal are not guaranteed by the Commission and are used solely for the purpose of comparing bids and awarding the contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall constitute the gross sum bid.

6. ITEMIZED PROPOSAL

The undersigned submits the following itemized proposal and hereby authorizes the Commission to correct any multiplication of "Unit Price" by "Quantity" as shown under "Amount" when copying the itemized proposal sheet(s) into any contract.

7. TIME FOR COMPLETION

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the authorization date in the Notice to Proceed and will be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows:

Completion dates: See – "Job Special Provisions" section of this document

8. LIQUIDATED DAMAGES

The undersigned further agrees that, should he fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with the requirements of Section 108.7 of the Standard Specifications, shall be as follows:

Liquidated Damages: \$1,000.00 per Calendar Day

9. TERMINATION OF CONTRACT

The county may terminate this contract and any such termination shall be in accordance with the Current MoDOT Standard Specifications for Highway Construction, Section 108.11 and subsequent subsections.

10. PROPOSAL GUARANTY

The undersigned submits and attaches to this proposal, a bid guaranty of 10%.

11. AWARD OF CONTRACT: REJECTIONS OF BIDS

The Contract, if awarded, will be awarded to the responsible bidder submitting the lowest Base Bid complying with the Conditions of the Contract Documents within the Platte County budget.

The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection is in his interest. Bids must be valid for a period of 30 days from receipt.

12. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BONDS

Subsequent to the award and within ten days after the prescribed forms are presented for signature, the successful Bidder(s) shall execute and deliver three (3) copies, to the Owner, an Agreement in the form included in the Contract Documents.

100% performance and payment bonds

Having satisfied all conditions of award as set forth elsewhere in these Documents, the successful bidder shall, within the period specified above, furnish surety Bonds in penal sums, each not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporation to whom the Contractor may become legally indebted for labor, materials, tools, equipment or services, of any nature including utility and transportation services, employed or used by him in performing the work. Such Bonds shall bear the same date as, or a date subsequent to that of the Agreement.

The current Power of Attorney for the person who signs for any Surety Company shall be attached to such Bonds. Bonds shall be signed by a Guaranty or Surety Company acceptable to the Owner.

The failure of the successful Bidders who execute such Agreement and to supply the required Bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner, shall constitute a default.

13. MAINTENANCE BOND

A maintenance bond is not required for this project however; the contractor is responsible for all materials and workmanship for a twelve month period to commence upon final payment for all work.

14. PREVAILING WAGE

This contract requires payment of the prevailing hourly rate of wages for each craft or type of worker required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations. The applicable State Wage Rates for this contract are detailed in **"Annual Wage Order No. 31 (Heavy Construction Rates)"** that is

PREVAILING WAGE (Cont.)

attached to this bidding document. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

**CERTIFICATION REGARDING DISBARMENT, ELIGIBILITY,
INDICTMENTS, CONVICTIONS OR CIVIL JUDGMENTS**

This president or authorized official of bidder, under penalty of perjury under the laws of the United States, certifies that, except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or any position involving the administration of federal funds:

Is not currently under suspension, debarment voluntary exclusion, or determination of ineligibility by any federal agency;

Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;

Does not have a proposed debarment pending; and

Has not been indicated, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert Exceptions, if any)

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanction.

NOTE: The above statement is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute an endorsement and execution of this certification.



ANTI-COLLUSION STATEMENT

STATE OF Missouri

COUNTY OF Jackson

Shawn Brost

being first duly sworn, deposes and says that he is

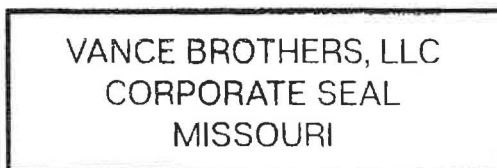
Vice President
Title of Person Signing

of Vance Brothers, LLC

Name of Bidder

that all statements made and facts set are in the proposal for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

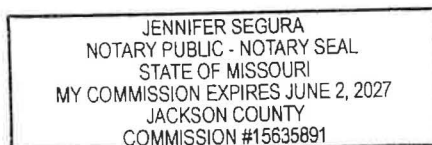


BY [Signature]
BY _____
RY _____

Sworn to before me this 13th day of March, 2025.

[Signature]
Notary Public

My commission expires June 2, 2027



BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of Missouri)
ss.
County of Jackson)

On this 13th day of March, 2025, before me appeared Shawn Brost, to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners or joint venturers) is fully and correctly set out above; that all statements made therein by or for the Bidder are true: and

~~(if a sole individual) acknowledged that he executed the same as his free act and deed.~~

~~(if a partnership joint venture) acknowledged that he executed the same, with written authority from, and as the free act and deed of, all said partners or joint venturers.~~

(if a ~~corporation~~ LLC) that he is the Vice President,
(President or other agent)

of Vance Brothers, LLC; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Kansas City, Missouri,
the day and year first above written.

(SEAL)

Notary Public: Jennifer Segura

My commission expires: June 2, 2027

VANCE BROTHERS, LLC
CORPORATE SEAL
MISSOURI

JENNIFER SEGURA
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 2, 2027
JACKSON COUNTY
COMMISSION #15635891



SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

Vance Brothers, LLC, which is the correct LEGAL NAME

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

☐ sole individual

☐ partnership

☐ joint venture

☒ corporation, incorporated under laws of state of Missouri
LLC

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

Executed by bidder this 13th day of March 2025.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

☐ Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

Shawn Brost
Signature of Bidder's Owner, Officer, Partner or Authorized Agent

Shawn Brost, Vice President
Please print or type name and title of person signing here

Attest:

Arthur Sewell
Secretary of Corporation if Bidder is a Corporation

Arthur Sewell

VANCE BROTHERS, LLC
CORPORATE SEAL
MISSOURI

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.



BID BOND

Project: **2025 Road Surfacing Project**

KNOW ALL MEN BY THESE PRESENTS: That Vance Brothers, LLC of

Kansas City, MO, as Principal, and Swiss Re Corporate Solutions America Insurance Corporation
corporation, as Surety, hereby bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents unto Platte County, Missouri as Obligee, in the sum of _____
Ten Percent of Total Amount Bid Dollars (\$ 10% T.A.B.).

WHEREAS, Principal is herewith submitting its Bid to enter into a contract with Platte County for the above
referenced project,

NOW, THEREFORE the condition of this obligation is such that if the Principal is awarded the contract the
Principal will, within the time required, enter into a formal contract and give good and sufficient surety bonds to
secure the performance and payment of the terms and conditions of the contract and for the prompt payment of all
labor and material furnished in the prosecution thereof as required by the contract documents, then this obligation
shall be void; otherwise the Principal and Surety will immediately pay unto the Obligee the full amount of this
bond as liquidated damages for failure to fulfill the conditions of this obligation, but in no event shall the Surety's
liability exceed the penal sum hereof.

Signed, sealed and delivered this 14th day of March, 2025.

BIDDER AND PRINCIPAL

Name, address, telephone and facsimile number

Legal Name: Vance Brothers, LLC
Address: 5201 Brighton Ave.
City, State, Zip: Kansas City, MO 64130
Telephone: 816-923-4325
Facsimile: _____

Continued next page



I hereby certify that I have authority to execute
This Bid Bond on behalf of Bidder and Principal.

By: Shawn Brost

Title: Vice President

Date: 3/14/2025

(Attach corporate seal if applicable)

SURETY

VANCE BROTHERS, LLC
CORPORATE SEAL
MISSOURI

Legal Name: Swiss Re Corporate Solutions America Insurance Corporation

Address: 1200 Main St., Suite 800

City, State, Zip: Kansas City, MO 64105

Telephone: 816-235-3700

Facsimile: _____

I hereby certify that I have authority to execute this document on
behalf of Surety.

By: Daisy Greathouse

Title: Daisy Greathouse, Attorney-in-Fact

Date: 3/14/2025

(Attach seal and Power of Attorney)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ROBERT F. BOBO, TIMOTHY F. KELLY, FLORENCE McCLELLAN, RACHEL RICHARDSON, AARON P. CLARK, NICK PATETTA, LAURA KNEITZ,
TERESA D. KELLY, CRAIG C. PAYNE, TAMI JONES, DAISY GREATHOUSE, ERICA KNEITZ AND KALA LEE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 14TH day of SEPTEMBER, 20 23

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 14TH day of SEPTEMBER, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of March, 20 25.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between Platte County (hereinafter referred to as the Owner), and Vance Brothers, LLC (business name) of Kansas City, MO (city name), hereinafter referred to as the Contractor.

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own expense hereby agrees to do or furnish all labor, materials and equipment called for in the proposal designated and marked:

2025 Road Resurfacing

and agrees to perform all the work required by the contract as shown on the plans and specifications. The "Notice to Contractor", "Plans", "Proposal", "Performance Bond", "Payment Bond", "Acknowledgment", "Notice to Proceed" and all change orders are made a part hereof as fully as if set out herein.

It is understood and agreed that, except as may be otherwise provided for by "Special Provisions, Job and General", included in the Proposal, the work shall be done in accordance with the "Missouri Highway and Transportation Commission Standard Specifications for Highway Construction, Current English Edition." Said Standard Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests or representation of any officer, agent or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed, and to complete the work within the time specified in the proposal or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to the complete satisfaction of the Engineer of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that he will comply with all federal and state laws and regulations and local ordinances and that he will comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, age, ancestry or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage commission, or percentage upon the amount receivable by him hereunder; and that all moneys payable to him hereunder are free from obligations of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract by the Owner, and that the Owner may retain to its own use from any sum due or become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract. The Owner shall pay to the Contractor for the performance of this Contract, subject to actual quantities taken from field measurements of installed work, per the unit price(s), and units identified as follows:

Item	Description	Quantity	Unit	Unit Price	Extension
1	Asphalt Overlay Type KDOT SR-12.5A Commercial	<u>N/A</u>	Tons	<u>N/A</u>	<u>N/A</u>
2	Asphalt Cold Milling	<u>N/A</u>	Sq. Yds	<u>N/A</u>	<u>N/A</u>
3	Asphalt Curb Line Milling	<u>N/A</u>	Sq. Yds	<u>N/A</u>	<u>N/A</u>
4	Standard Micro Surfacing	<u>N/A</u>	Sq. Yds	<u>N/A</u>	<u>N/A</u>
5	Improved Micro Surfacing (50-50 limestone/ RAP aggregate mix laid at 25 to 27 pounds/sy)	<u>135,640</u>	Sq. Yds	<u>\$3.81</u>	<u>\$516,788.40</u>



6	MC 30 (Applied Over Asphalt Millings. Min App Rate = 0.3gal/sy)	<u>42,980</u>	Sq. Yds	<u>\$1.56</u>	<u>\$67,048.80</u>
7	MC 3000 (Applied Over Asphalt Millings. Min App Rate = 0.3gal/sy)	<u>17,680</u>	Sq. Yds	<u>\$1.66</u>	<u>\$29,348.80</u>
Project Total					<u>\$613,186.00</u>

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CERTIFICATE OF LIABILITY INSURANCE

1/1/2026

DATE (MM/DD/YYYY)

4/9/2025

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 2100 Ross Ave., Ste. 1400 Dallas TX 75201 (214) 720-5563	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1551752 Vance Brothers, LLC 5201 Brighton Ave. Kansas City MO 64130	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Charter Oak Fire Insurance Company	NAIC # 25615
	INSURER B: The Travelers Indemnity Company	25658
	INSURER C: Travelers Property Casualty Company of America	25674
	INSURER D: Missouri Employers Mutual Insurance Company	10191
	INSURER E: Argonaut Insurance Company	19801
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 21622409 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Cont. Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	N	N	DT-CO-5470B155-COF-25	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ MCS-90	N	N	810-9M352747-25-26	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	N	N	CUP-A6479698-25-26	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N	N	N/A	MEG3019980-01 WC-92-918-8826174	1/1/2025 1/1/2025	1/1/2026 1/1/2026	☒ 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 2025 Road Resurfacing - Microsurfacing.

CERTIFICATE HOLDER**CANCELLATION** See Attachment**21622409**Platte County Public Works
15955 Hwy. 273
Platte City, MO 64079

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

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Workers comp Carriers

1/1/2025 – 1/1/2026 **MEM Protect Insurance Company** – Policy # MEG 3019980-01
(MO, AR, AI, KS, NE, TN) – NAIC # 17569

1/1/2025 – 1/1/2026 **Argonaut Insurance Company** - Policy No. WC 929188826174
(CO, MS, OK, TX) - NAIC # 19801



UNCOMMONLY INDEPENDENT

April 10, 2025

RE: Vance Brothers, LLC
2025 Road Resurfacing Project for Platte County, Missouri
Performance & Payment Bond No. 2364266

To Whom It May Concern:

I, Nick Patetta, as Power of Attorney for Swiss Re Corporate Solutions America Insurance Corporation, do hereby certify the final bonds being dated on final contract execution of the agreement. Please send us an electronic copy of the executed agreement and bonds for our records by June 10, 2025. Provided, however, should these bonds not be executed and reported by June 10, 2025, these bonds are to be considered never having taken effect, and the null and void originals must be immediately returned to:

Lockton Companies C/O Swiss Re Surety
Attn: Nick Patetta / Surety Department
3657 Briarpark Dr. Suite 700
Houston, TX 77042

Should you require further information regarding this Payment & Performance bond please feel free to contact us at (713) 458-5200.

Sincerely,

Nick Patetta
Attorney-in-Fact, Swiss Re Corporate Solutions America Insurance Corporation
Lockton Companies

Lockton Companies
3657 Briarpark Dr. Suite 700 Houston, TX 77042
PHONE: 713.458.5200 | FAX: 713.430.5200
www.lockton.com

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ROBERT F. BOBO, TIMOTHY F. KELLY, FLORENCE McCLELLAN, RACHEL RICHARDSON, AARON P. CLARK, NICK PATETTA, LAURA KNEITZ,
TERESA D. KELLY, CRAIG C. PAYNE, TAMI JONES, DAISY GREATHOUSE, ERICA KNEITZ AND KALA LEE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By _____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 14TH day of SEPTEMBER, 20 23

State of Illinois
County of Cook

§§

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 14TH day of SEPTEMBER, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of April, 20 25.

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC



Bond No. 2364266

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that Vance Brothers, LLC
as Principal, and Swiss Re Corporate Solutions America Insurance Corporation as Surety, are held and firmly bound unto PLATTE COUNTY, MISSOURI, as Oblige, in the amount of Six Hundred Thirteen Thousand One Hundred Eighty Six and 00/100 Dollars (\$613,186.00) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Vance Brothers, LLC, Principal has by written agreement dated MAY 5, 2025, entered into a Contract with Oblige for construction of 2025 Road Resurfacing project in accordance with drawings and specifications prepared by Platte County Public Works which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Principal shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Oblige.

Whenever Principal shall be, and declared by Oblige to be in default under the Contract, the Oblige having performed Oblige's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Oblige elects, upon determination by the Oblige and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Oblige, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The

term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the Contract and any amendments thereto, less the amount properly paid by Obligee to Principal. Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

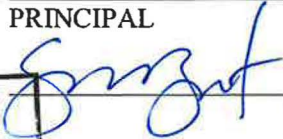
No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed and sealed this 5TH day of MAY, 2025

Vance Brothers, LLC

PRINCIPAL

BY:



Shawn Brost

Vice President

TITLE

VANCE BROTHERS, LLC
CORPORATE SEAL
MISSOURI

Address: 5201 Brighton Avenue

Kansas City, MO 64130

ATTEST:



Secretary

Arthur Sewell

(SEAL)

Swiss Re Corporate Solutions America Insurance Corporation

SURETY

BY:



Nick Patetta, Attorney-In-Fact

TITLE

Address: 1200 Main Street, Suite 800

Kansas City, MO 64105



The foregoing Bond is approved.

DATED: MAY 5, 2025

PRESIDING COMMISSIONER

FIRST DISTRICT COMMISSIONER

SECOND DISTRICT COMMISSIONER



PLATTE COUNTY CLERK

JERA PRUITT

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PAYMENT BOND

2. The above named Principal and Surety hereby jointly and severally agree with the Obligor that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Obligor shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Obligee, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Obligee or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b. After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law,

c. Other than in a state court of competent jurisdiction in and for Platte County, Missouri, or in the United States District Court for the Western District of Missouri, and not elsewhere.

The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed and sealed this 5TH day of MAY, 2025



Vance Brothers, LLC

PRINCIPAL

BY:

Shawn Brost

Vice President

TITLE

Address: 5201 Brighton Avenue

Kansas City, MO 64130

ATTEST:

Secretary

Arthur Sewell

VANCE BROTHERS, LLC
CORPORATE SEAL
MISSOURI

(SEAL)

Swiss Re Corporate Solutions America Insurance Corporation

SURETY

BY:

Nick Patetta, Attorney-In-Fact

TITLE

Address: 1200 Main Street, Suite 800

Kansas City, MO 64105



The foregoing Bond is approved.

DATED: MAY 5, 2025



PRESIDING COMMISSIONER



FIRST DISTRICT COMMISSIONER



SECOND DISTRICT COMMISSIONER



PLATTE COUNTY CLERK



JERA PRUITT

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ROBERT F. BOBO, TIMOTHY F. KELLY, FLORENCE McCLELLAN, RACHEL RICHARDSON, AARON P. CLARK, NICK PATETTA, LAURA KNEITZ,
TERESA D. KELLY, CRAIG C. PAYNE, TAMI JONES, DAISY GREATHOUSE, ERICA KNEITZ AND KALA LEE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By _____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 14TH day of SEPTEMBER, 20 23

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 14TH day of SEPTEMBER, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10TH day of APRIL, 20 25.

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals this 5TH day of MAY, 2025.

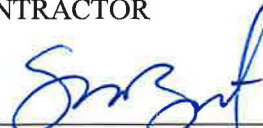
PLATTE COUNTY, acting by and through the Platte County Commissioners.

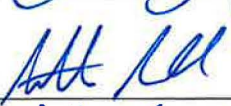
BY 
PRESIDING COMMISSIONER


FIRST DISTRICT COMMISSIONER


SECOND DISTRICT COMMISSIONER

CONTRACTOR

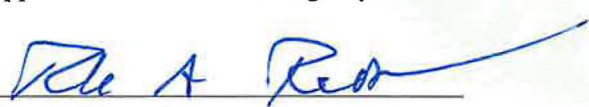
BY  **Shawn Brost**
Vice President

BY 
Arthur Sewell
Secretary

Attest:


County Clerk

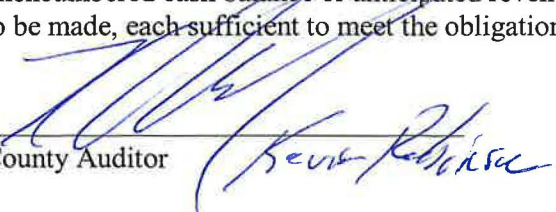
Approved as to form and legality


County Counselor



VANCE BROTHERS, LLC
CORPORATE SEAL
MISSOURI

Pursuant to Sections 50.660 and 55.160 RSMo., I certify that there is an unencumbered balance or anticipated revenue to be placed to the credit of the appropriation to which the foregoing expenditure is to be charged, and an unencumbered cash balance or anticipated revenue in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.


County Auditor



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Shawn Brost
Vice President



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____

as Principal, and _____ as Surety, are held and firmly bound
unto PLATTE COUNTY, MISSOURI, as Obligee, in the amount of

_____ Dollars (\$_____) for the payment whereof

Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, _____, Principal has by written agreement
dated _____, 2025, entered into a Contract with Obligee for construction of
2025 Road Resurfacing project in accordance with drawings and specifications prepared by Platte County Public
Works which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Principal shall promptly and faithfully perform
said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Obligee.

Whenever Principal shall be, and declared by Obligee to be in default under the Contract, the Obligee having
performed Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon
determination by Surety of the lowest responsible bidder, or, if the Obligee elects, upon determination by the
Obligee and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and
Obligee, and make available as Work progresses (even though there should be a default or a succession of defaults
under the contract or contracts of completion arranged under this paragraph) sufficient
funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs
and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The

term “balance of the contract price,” as used in this paragraph, shall mean the total amount payable by Oblige to Principal under the Contract and any amendments thereto, less the amount properly paid by Oblige to Principal. Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

Signed and sealed this _____ day of _____, 2025

PRINCIPAL

BY: _____

TITLE

Address: _____

ATTEST:

Secretary

(SEAL)

SURETY

BY: _____

TITLE

Address: _____

The foregoing Bond is approved.

DATED: _____

PRESIDING COMMISSIONER

FIRST DISTRICT COMMISSIONER

SECOND DISTRICT COMMISSIONER

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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that _____
as Principal, and _____ as Surety, hereinafter called Surety, are
held and firmly bound unto PLATTE COUNTY, MISSOURI, as Obligee, for the use and benefit of claimants as
herein below defined, in the amount of _____
_____ Dollars (\$ _____) for the payment whereof Principal and Surety bind themselves,
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, _____, Principal has by written agreement
dated _____, 2025, entered into a Contract with Obligee for construction of 2025 Road
Resurfacing project in accordance with drawings and specifications prepared by Platte County Public Works which
contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Principal shall promptly make payment to all
claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance
of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however,
to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the
Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor
and material being constructed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service
or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every
claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after
the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by
such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum
or sums as may be justly due claimant, and have execution thereon. The Obligee shall not be liable for the payment
of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Obligee, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Obligee or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b. After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law,

c. Other than in a state court of competent jurisdiction in and for Platte County, Missouri, or in the United States District Court for the Western District of Missouri, and not elsewhere.

The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed and sealed this _____ day of _____, 2025

PRINCIPAL

BY: _____

TITLE

Address: _____

ATTEST:

Secretary

(SEAL)

SURETY

BY: _____

TITLE

Address: _____

The foregoing Bond is approved.

DATED: _____

PRESIDING COMMISSIONER

FIRST DISTRICT COMMISSIONER

SECOND DISTRICT COMMISSIONER

GENERAL SPECIAL PROVISIONS to MoDOT SPECIFICATIONS

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GENERAL SPECIAL PROVISIONS

GENERAL

The work of this project shall be performed in accordance with the current edition of the "Missouri Standard Specifications for Highway Construction" as amended or supplemented herein and the Kansas City Metropolitan Chapter of the American Public Works Association specifications, Division II Section 2200 (Current Edition). "The Job General and Special Provisions and the Plans (None included for 2025 Project) shall take precedence over all other documents whenever any disagreement exists. All reference to the "Commission" made in the MoDOT Standard Specifications shall be interpreted as County Commission. All reference to the "State" made in the above standard specification shall be interpreted as the County."

Materials will be accepted on the basis of certification of compliance and substantiating test reports furnished by manufacturers and/or fabricators.

Field testing will be performed by the County.

CURRENT EDITION of MISSOURI STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION REVISIONS BY COUNTY

Division 100 General Conditions of the Contract

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

Delete Section 102.2 "Contractor Questionnaire" in its entirety and substitute the following:

Qualification of Bidder: The Owner may make such investigations as she/he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids may not be accepted.

SECTION 105 - CONTROL OF WORK

Modify Section 105.10 by adding the following as a second paragraph to this section:

Field Observations and job control tests will generally be made by the engineer on the following items of work. It shall be the responsibility of the contractor to notify the engineer by 12:00 p.m. of the day preceding any operation which affects these items.

Notice to close roads or interrupt traffic
Roadway preparation
All placing of surfacing materials

If any operation which affects the above mentioned items is to be performed on a Monday, notification must be made to the engineer by 12:00 p.m. of the preceding Friday. The lack of supervision or field observation by the engineer shall not relieve the contractor of the responsibility to construct the project according to the plans and specifications. Any work performed or materials used without authorization by the engineer may be ordered removed and replaced at the contractor's expense.

SECTION 106 - CONTROL OF MATERIAL

Delete Section 106.3 and substitute the following:

106.3 Samples, Tests, and Cited Specifications. The contractor shall submit certifications and substantiating test reports, furnished by the supplier or fabricator, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated, the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

SECTION 109 - MEASUREMENT AND PAYMENT

109.7.1 Replace the first sentence with the following:

109.7.1 The contractor may make monthly payment estimates in writing of the material in place and the work performed during the monthly interval and the value thereof at the contract unit bid prices.

109.14 Delete this section in its entirety.

109.15 Delete this section in its entirety.

Division 600 Incidental Construction

SECTION 616 – TEMPORARY TRAFFIC CONTROL

616 Delete this section in its entirety and substitute the use of Job Special Provisions.

JOB SPECIAL PROVISIONS

**** TABLE OF CONTENTS ****

(Job Special Provisions shall prevail over General Special Provisions whenever in conflict therewith.)

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JSP 10.0	List of Roadways.....	44

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JOB SPECIAL PROVISIONS

JSP 1.0 CONTRACT TIME

The Contract Times for this project are estimated as shown below. Specific completion dates may be adjusted based upon the Notice to Proceed (NTP) and contractor's available schedule.

ESTIMATED DATES - ADMINISTRATIVE

Request for Bids: February 17, 2025	10:00 a.m.	County Administrative Session
Bids Due: March 14, 2025	4:00 p.m.	County Clerk's Office
Bid Opening: March 17, 2025	10:00 a.m.	County Administrative Session
Bid & Contract Award(s): April 7, 2025	10:00 a.m.	County Administrative Session
Notice to Proceed: April 14, 2025		

ESTIMATED DATES – COMPLETION OF WORK

Asphalt Cold Milling:	Completed by June 27, 2025
Asphalt Curb Line Milling:	N/A for 2025
Asphalt Overlay:	Completed by August 4, 2025
Micro-Surfacing:	Completed by August 29, 2025
MC 30 & MC 3000 Application:	Completed by August 29, 2025

JSP 2.0 LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that 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 in paragraph JSP 1.0 above. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Thousand Dollars (\$1,000)** for each calendar day that expires after the time specified per paragraph 108.8.1.2 of the current Missouri Standard Specifications for Highway Construction.

JSP 3.0 MOBILIZATION

Mobilization is defined as: Preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; Establishment of all offices, buildings, and other facilities necessary for work on the project and all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

Payment for “Mobilization” MUST be included in the unit prices and is considered incidental to the tasks performed

JSP 4.0 PHOTOGRAPHS

Photographs are not required, however they are recommended.

JSP 5.0 MAILBOXES & OTHER STRUCTURES

The CONTRACTOR shall take precautions to protect mailboxes prior to construction. The CONTRACTOR may remove mailboxes and place portable temporary mailboxes where required with the permission of OWNER. The CONTRACTOR will be required to provide a 5 day advance notice to the OWNER with a list of requested temporary locations. The CONTRACTOR shall be responsible for coordination with the Postmaster. In the event that damage occurs to a mailbox, the CONTRACTOR will replace the mailbox with a new unit that is equal to the damaged unit within 24 hours unless the unit is a special order item not readily available locally. Mailboxes not replaced by the CONTRACTOR within 24 hours will be replaced by the OWNER and charged back to the CONTRACTOR at a cost not to exceed the price of all equipment, labor, materials and an installation fee of \$100.00 one hundred dollars.

The CONTRACTOR shall take precautions to protect all structures, utilities, personal property of residents and the right-of-way prior to construction. In the event that damage occurs to OTHER STRUCTURES, the CONTRACTOR is responsible for repair or replacement at the OWNER's discretion within 24 hours. OWNER reserves the right to make repair or replacement and charge all costs back to the CONTRACTOR with an administrative fee of \$150.00 one hundred dollars.

CONTRACTOR must protect private property from excess oil and aggregate material until project is finished and accepted by OWNER. The use of “sand-dams” is encouraged to prevent oil from spilling onto driveways.

JSP 6.0 PROPERTY AND DRIVEWAY ACCESS

Access to existing driveways and properties shall be maintained at all times. Any temporary grading, gravel surfacing or other provisions required to maintain access to property will be at the contractor's expense.

All cost associated with maintaining access as noted above shall be considered incidental to the Work and shall be included in the contract prices of other items as listed in the Bid Form Unit Price Schedule.

JSP 7.0 TEMPORARY TRAFFIC CONTROL

The CONTRACTOR shall be responsible for all traffic control necessary to complete the Work. At a minimum the contractor shall close the road to through traffic during construction. All traffic control shall adhere to the requirements set forth in the current edition of the Manual on Uniform Traffic Control Devices.

The CONTRACTOR will be required at the time of the preconstruction conference to provide a schedule regarding the proposed location, length and approximate timing of temporary traffic control activities or lane closures for construction activities. The CONTRACTOR shall be responsible for providing notice to the OWNER a minimum of five (5) business days prior to commencing any traffic control activities or lane closures.

The traffic control devices shall be properly maintained and/or operated during the time of construction and/or when special conditions exist on the project. Any traffic control device not in use shall be covered, removed or turned away from view of on-coming traffic.

OWNER reserves the right to make adjustments in traffic handling requirements which may become necessary after construction on the project has started. Notice of such change will be transmitted to the CONTRACTOR and it will be his responsibility to make the necessary changes as soon as practicable.

All cost associated with Temporary Traffic Control shall be considered incidental to the Work and shall be included in the contract prices of other items as listed in the Bid Form Unit Price Schedule.

JSP 8.0 MILLING**UNIT PRICE - MILLING**

1. Pavement milling as identified in the Bid Form Unit Price Schedule may be required in preparation for the Asphalt Overlay Work. This milling work will be coordinated, inspected and approved by the respective entity's superintendent or a designated representative. Millings will remain the property of each OWNER and hauled to the respective storage sites of each entity.

INCIDENTAL - MILLING

Asphalt overlay work and other surface sealing must provide a smooth transition for the traveling public when all work is complete and provide for a structurally sound joint. It will be the responsibility of the CONTRACTOR to mill any transitional joints, rigid driveways, utility connections, curbs, etc. This work shall be considered incidental to the Work and shall be included in the contract prices of line items as listed in the Bid Form Unit Price Schedule. Incidental milling spoil piles must be removed from right-of-way prior to placement of asphalt.

JSP 9.0 SURFACING**Asphalt Overlay:**

1. The asphalt material supplied by the CONTRACTOR for this project shall be in compliance with KDOT SR-12.5A Commercial specification, unless otherwise noted in the quantities table on Page 5 of this specification book.
2. Transportation and Installation of the material shall be in conformance with KC-APWA, Section 2205.5 thru 2205.10.
3. A tack coat shall be required prior to placing asphalt overlays in conformance with KC-APWA, Section 2204.
4. All cost associated with the tack coat shall be considered incidental to the Work and shall be included in the contract prices of other items as listed in the Bid Form Unit Price Schedule.
5. The finished product shall be measured after compaction as specified in JSP 10.0 List of Roadways. Deviations from these depths must be approved by the OWNER prior to placement.

Micro-Surfacing and Improved Micro-Surfacing:

1. Work shall adhere to the requirements set forth in Section 413 “Micro-surfacing” of the current edition of the Missouri Standard Specifications for Highway Construction.
2. All loose material placed by the CONTRACTOR, shall be removed and disposed of by the CONTRACTOR, at a time directed by the OWNER.
3. Improved Micro-Surfacing aggregate shall contain a 50-50 blend of limestone and RAP and laid at the finished rate of 25 to 27 pounds/square yard.

Chip and Seal:

1. Work shall adhere to the requirements set forth in Section 409 “Seal Coat” of the current edition of the Missouri Standard Specifications for Highway construction.
2. The aggregate used for Chip Sealing shall be Missouri Traprock (as defined by the Missouri Department of Natural Resources <http://dnr.mo.gov/geology/geosrv/imac/traprock.htm>). Aggregate size will be approximately 3/8”. The material will be free and clean of cemented, conglomerated or detrimental material.
3. The asphalt binder shall be an approved Polymer Modified Emulsion in accordance with Section 1015.20.5.1 of the current edition of the MoDOT Standard Specifications for Highway Construction. Any change in material due to weather or specific site conditions must be pre-approved by county.
4. All cost associated with the tack/prime coat of gravel base shall be considered incidental to the Work and shall be included in the contract prices of other items as listed in the Bid Form Unit Price Schedule.
5. All loose material placed by the CONTRACTOR, shall be removed and disposed of by the CONTRACTOR, at a time directed by the OWNER.

Sealing of Asphalt Millings Roadways:

1. Work for the sealing process shall adhere to the requirements set forth in Section 408 “Prime Coat” of the current edition of the Missouri Standard Specifications for Highway construction.
2. The asphaltic base shall be either MC 30 or MC 3000 in accordance with Section 1015.20.4 of the current edition of the MoDOT Standard Specifications for Highway Construction. Any change in material due to weather or specific site conditions must be pre-approved by county.

3. Based on the current asphalt millings condition, the application rate of these binding/sealing materials shall be at a minimum rate of 0.3 gallons/square yard. The bidders shall review each road and determine if the aforementioned rate of application is sufficient, and based solely on their judgement increase the application rate in order to properly bind/seal the existing asphalt millings. Any incremental increases in binding/sealing material, labor etc. shall be considered incidental to the Work and shall be included in the contract prices of other items as listed in the Bid Form Unit Price Schedule.
4. All miscellaneous costs associated with the prime coat of asphalt millings aggregate base shall be considered incidental to the Work and shall be included in the contract prices of other items as listed in the Bid Form Unit Price Schedule.

JSP 10.0 LIST OF ROADWAYS

*****SEE APPENDIX "D" *****

APPENDIX “A”

PREVAILING WAGE RATE INFORMATION

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Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 083
PLATTE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 8, 2024

Last Date Objections May Be Filed: April 8, 2024

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
PLATTE County

Section 083

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$70.89
Boilermaker	\$33.79*
Bricklayer-Stone Mason	\$62.40
Carpenter	\$64.93
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$33.79*
Plasterer	
Communication Technician	\$65.26
Electrician (Inside Wireman)	\$70.09
Electrician Outside Lineman	\$33.79*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$33.79*
Glazier	\$33.79*
Ironworker	\$69.26
Laborer	\$47.89
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$53.08
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$63.82
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$33.79*
Plumber	\$77.57
Pipe Fitter	
Roofer	\$60.39
Sheet Metal Worker	\$75.86
Sprinkler Fitter	\$33.79*
Truck Driver	\$33.79*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
PLATTE County

Section 083

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$33.79*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$33.79*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$51.05
General Laborer	
Skilled Laborer	
Operating Engineer	\$60.01
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$53.04
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

APPENDIX “B”

TAX EXEMPTION FORMS

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State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

COUNTY OF PLATTE
415 THIRD ST STE 30
PLATTE CITY MO 64079

Missouri Tax ID
Number: 12494895

Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

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MISSOURI DEPARTMENT OF
REVENUE

Project Exemption Certificate

This form is to be completed and given to your contractor.

Exempt Entity and Project Information	Name of Exempt Entity Issuing the Certificate		Missouri Tax Exemption Number	
	Address		City	State ZIP Code
	E-mail Address			
	Project Number	Project Begin Date (MM/DD/YYYY)	Estimated Project End Date (MM/DD/YYYY)	
	Description of Project			
	Project Location		Certificate Expiration Date (MM/DD/YYYY)	
	Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.			
Signature of Authorized Exempt Entity		Printed Name of Authorized Exempt Entity	Date (MM/DD/YYYY)	

Contractor	The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to Section 144.062, RSMo . Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.			
	Name of Purchasing Contractor		Signature of Contractor	Date (MM/DD/YYYY)
	Address		City	State ZIP Code

Subcontractor	Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.			
	Name of Purchasing Subcontractor			
	Address		City	State ZIP Code
	Signature of Contractor		Contractor's Printed Name	Date (MM/DD/YYYY)

Form 5060 (Revised 11-2019)

Taxation Division
P.O. Box 358
Jefferson City, MO 65105-0358

Phone: (573) 751-2836
Fax: (573) 522-1666
E-mail: salestaxexemptions@dor.mo.gov

Visit <http://dor.mo.gov/business/sales/sales-use-exemptions.php> for additional information.

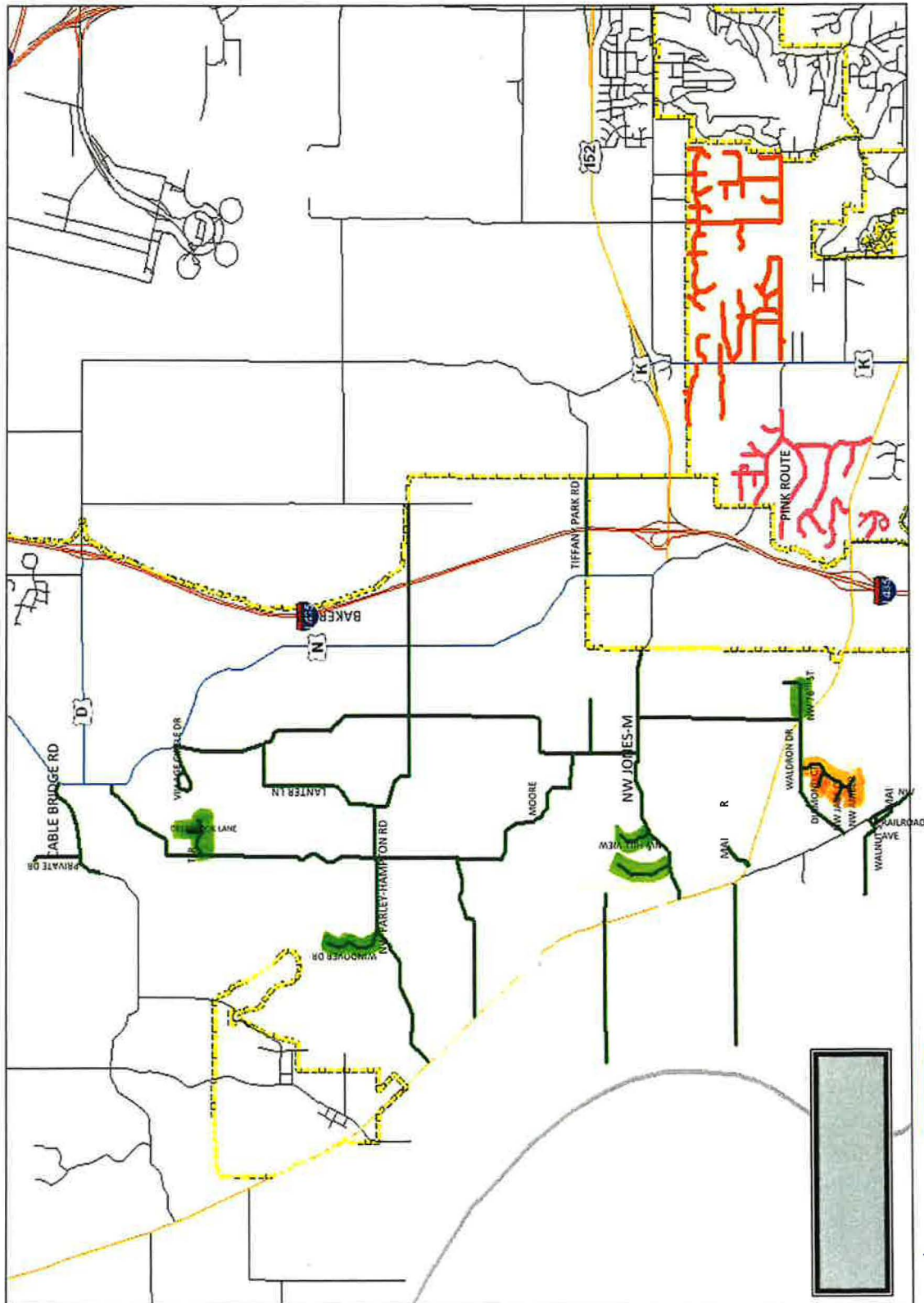


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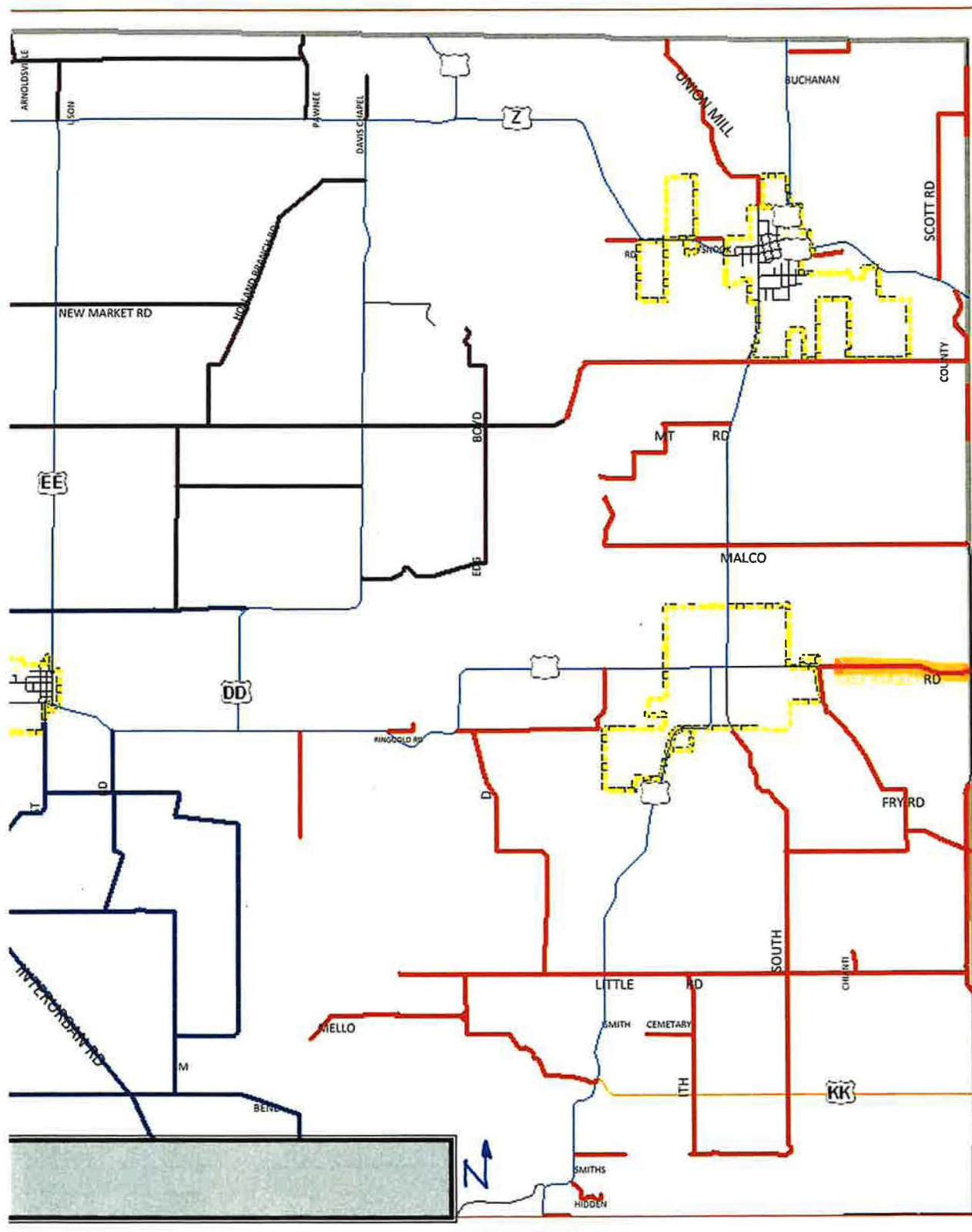
APPENDIX “C”

ROUTE MAPS

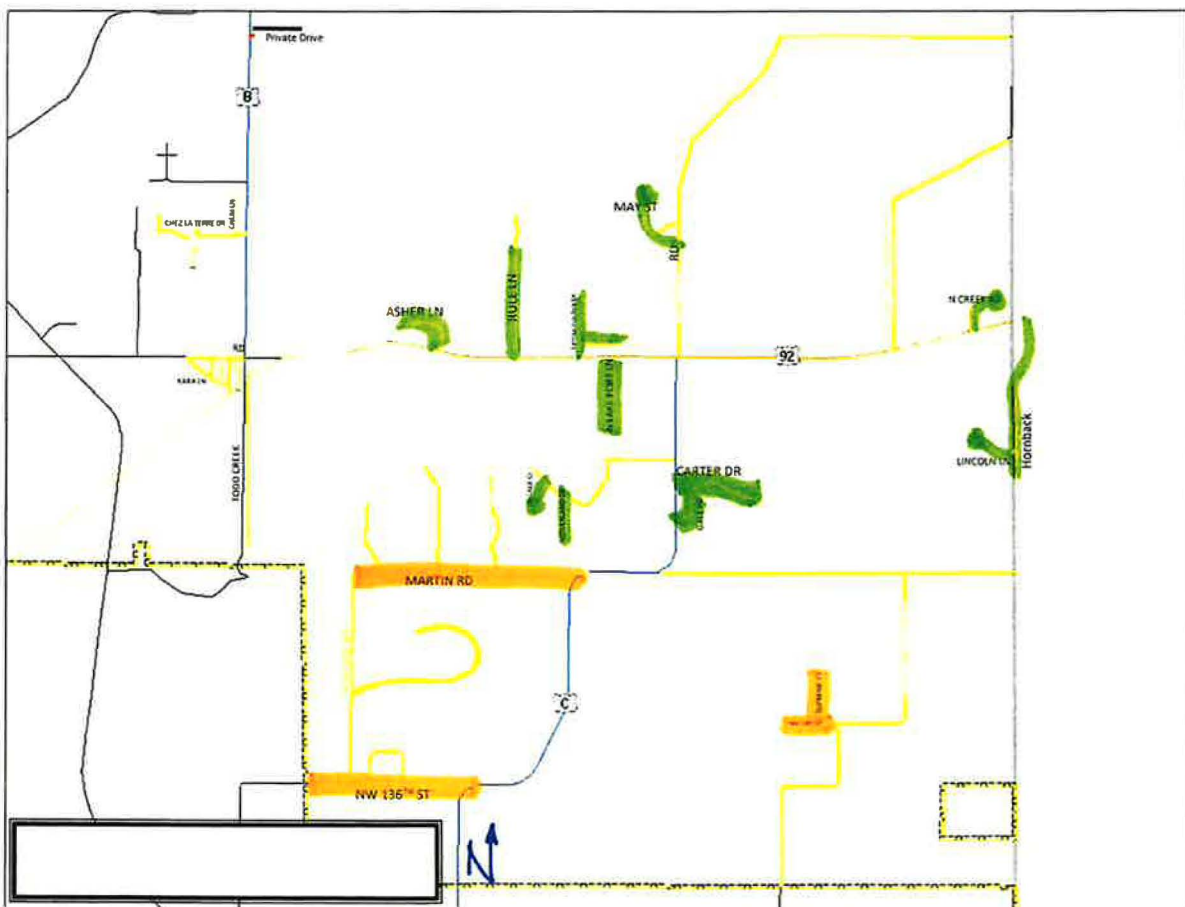
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APPENDIX “D”

ESTIMATED QUANTITIES TABLES

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Centre	1,060	0.20	22	2,591	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Charlton - Highlands of Wealtheby	900	0.17	22	2,200	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Cheri	951	0.18	22	2,325	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Chez-La-Terre	2,588	0.49	22	6,326	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Chianli Court	1,000	0.19	24	2,667	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Childress	3,700	0.70	22	9,044	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Countryside Ln	1,056	0.20	22	2,581	0	0	-	0		0	0	0	0	0	0	0	0	0	0
County Line	2,000	0.38	22	4,889	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Custer Dr	1,637	0.31	22	4,002	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Deerbrook Lane	515	0.10	22	1,259	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Diamond Ct	687	0.13	22	1,679	0	0	-	0		0	0	0	0	0	0	0	0	0	0
E. Forest Lakes	1,056	0.20	22	2,581	0	0	-	0		0	0	0	0	0	0	0	0	0	0
East Ridgely	8,250	1.56	23	21,083	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Elizabeth Ann Ct - Masters	160	0.03	22	391	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Ellen Ln	3,170	0.60	22	7,749	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Elliott	2,350	0.45	22	5,744	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Elm Grove Rd.	26,000	4.92	22	63,556	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Elm Grove Rd. - North of E HWY	7,940	1.50	22	19,409	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Elm St.	580	0.11	22	1,418	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Emerald Ct - Masters	690	0.13	22	1,687	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Emerald Hills	2,800	0.53	22	6,844	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Fairgrounds Rd	2,695	0.51	22	6,588	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Farley-Hampton	18,250	3.46	22	44,611	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Farley-Hampton (East of N-Hwy)	1,162	0.22	22	2,840	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Fawn Ave	1,004	0.19	22	2,454	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Ferguson	3,380	0.64	22	8,262	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Fore Ct	1,954	0.37	22	4,776	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Fox	6,445	1.22	22	15,754	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Gale Rd	1,000	0.19	22	2,444	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Gooseneck (Interurban to Stubbs)	2,010	0.38	22	4,913	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Green Glades - Masters	528	0.10	22	1,291	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Hill View Rd Circle	1,584	0.30	22	3,872	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Hidden Hills	2,118	0.40	22	5,177	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Hillsboro	9,650	1.83	22	23,589	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Hillsboro (Jones-Myer to Farley-Hampton)	10,350	1.96	22	25,300	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Hoover	2,800	0.53	22	6,844	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Hornback	3,960	0.75	22	9,680	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Interurban - North	22,070	4.18	22	53,949	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Interurban - South	26,250	4.97	22	64,167	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Ironwood Dr.	528	0.10	22	1,291	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Jade Ct	850	0.16	22	2,078	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Jana	792	0.15	22	1,936	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Janet	635	0.12	22	1,552	0	0	-	0		0	0	0	0	0	0	0	0	0	0
John Anders	3,800	0.72	22	9,289	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Jones-Myer	10,500	1.99	22	25,667	0	0	-	0		0	0	0	0	0	0	0	0	0	0
Jowler Creek (East - Bridge App.)	792	0.15	22	1,936	4	1936	-	215	436		0	0	0	0	0	0	0	0	0
Kara Ln	1,320	0.25	22	3,227	0	0	-	0		0	0	0	0	0	0	0	0	0	0

Kings Ridge - Masters	270	0.05	22	660	0	0	-	0	0	0	0	0	0	0	0	0	0
Kirk	370	0.07	22	904	0	0	-	0	0	0	0	0	0	0	0	0	0
Lake Port	1,215	0.23	22	2,970	0	0	-	0	0	0	0	0	0	0	0	0	0
Lakewood	2,060	0.39	22	5,036	3	5036	420	850	0	0	0	0	0	0	0	0	0
Lane Tree Dr.	4,500	0.85	28	14,000	0	0	-	0	0	0	0	0	0	0	0	0	0
Langley	2,112	0.40	28	6,571	0	0	-	0	0	0	0	0	0	0	0	0	0
Lanter Lane	6,500	1.23	22	15,889	0	0	-	0	0	0	0	0	0	0	0	0	0
Lincoln Ln	1,200	0.23	24	3,200	0	0	-	0	0	0	0	0	0	0	0	0	0
Lisa Ln	1,056	0.20	22	2,581	0	0	-	0	0	0	0	0	0	0	0	0	0
Little Platte	24,182	4.58	22	59,112	0	0	-	0	0	0	0	0	0	0	0	0	0
Lowman	14,050	2.66	22	34,344	0	0	-	0	0	0	0	0	0	0	0	0	0
Main St	528	0.10	22	1,291	0	0	-	0	0	0	0	0	0	0	0	0	0
Mainliner	1,312	0.25	20	2,916	0	0	-	0	0	0	0	0	0	0	0	0	0
Market	2,060	0.39	22	5,036	0	0	-	0	0	0	0	0	0	0	0	0	0
Martin - East	8,690	1.65	28	27,036	0	0	-	0	0	0	0	0	0	0	0	0	0
Martin - West	5,677	1.08	28	17,662	0	0	-	0	0	0	0	0	0	0	0	0	0
Masonic	19,000	3.60	22	46,444	0	0	-	0	0	0	0	0	0	0	0	0	0
Master Ave - Highlands of Wthby	1,320	0.25	22	3,227	0	0	-	0	0	0	0	0	0	0	0	0	0
Master Dr. - Masters	740	0.14	28	2,302	0	0	-	0	0	0	0	0	0	0	0	0	0
Masters Ln - Masters	1,110	0.21	22	2,713	0	0	-	0	0	0	0	0	0	0	0	0	0
May	1,955	0.37	22	4,779	0	0	-	0	0	0	0	0	0	0	0	0	0
Mesa - Masters	175	0.03	22	428	0	0	-	0	0	0	0	0	0	0	0	0	0
Mill St	845	0.16	28	2,629	0	0	-	0	0	0	0	0	0	0	0	0	0
Monlaque	1,480	0.28	22	3,618	2	3618	201	407	0	0	0	0	0	0	0	0	0
Moore	7,925	1.50	28	24,656	0	0	-	0	0	0	0	0	0	0	0	0	0
Mohawk	2,405	0.48	25	6,681	0	0	-	0	0	0	0	0	0	0	0	0	0
N Nevada	4,500	0.85	22	11,000	0	0	-	0	0	0	0	0	0	0	0	0	0
North American	4,600	0.87	22	11,244	3	11244	937	1898	0	0	0	0	0	0	0	0	0
North Creek	900	0.17	22	2,200	0	0	-	0	0	0	0	0	0	0	0	0	0
Oil Well Rd	4,385	0.83	22	10,719	0	0	-	0	0	0	0	0	0	0	0	0	0
Overland	425	0.08	22	1,039	0	0	-	0	0	0	0	0	0	0	0	0	0
Pampas	1,955	0.37	22	4,779	0	0	-	0	0	0	0	0	0	0	0	0	0
Paradise Ln	1,165	0.22	22	2,848	2	2848	158	320	0	0	0	0	0	0	0	0	0
Pine View Rd.	1,270	0.24	22	3,104	2	3104	172	349	0	0	0	0	0	0	0	0	0
Platte	1,590	0.30	22	3,887	0	0	-	0	0	0	0	0	0	0	0	0	0
Porter Rd	3,696	0.70	22	9,035	0	0	-	0	0	0	0	0	0	0	0	0	0
Rail Road Avenue	1,056	0.20	22	2,581	0	0	-	0	0	0	0	0	0	0	0	0	0
Red Ridge Drive	100	0.02	24	267	0	0	-	0	0	0	0	0	0	0	0	0	0
River Rd	7,500	1.42	22	18,333	0	0	-	0	0	0	0	0	0	0	0	0	0
Robin Hood	12,000	2.27	22	29,333	0	0	-	0	0	0	0	0	0	0	0	0	0
Rule	4,166	0.79	18	8,332	0	0	-	0	0	0	0	0	0	0	0	0	0
Sage Ave	1,200	0.23	22	2,933	0	0	-	0	0	0	0	0	0	0	0	0	0
Scenic Dr.	1,650	0.31	22	4,033	0	0	-	0	0	0	0	0	0	0	0	0	0
Schott	1,320	0.25	22	3,227	0	0	-	0	1	3227	0	0	0	0	0	0	0
Second Creek	7,000	1.33	22	17,111	0	0	-	0	0	0	0	0	0	0	0	0	0
Settles Station - North	7,170	1.36	22	17,527	0	0	-	0	0	0	0	0	0	0	0	0	0
Settles Station - South	2,640	0.50	22	6,453	0	0	-	0	0	0	0	0	0	0	0	0	0



Bringing Integrity to the Surface.

PROPOSAL

Submitted To:	Date:
City of Osage Beach, MO	7/31/2025
Address:	Project Name:
	2025 Pavement Preservation
City, State, Zip:	Project No:
Contact:	Project Location:
	Osage Beach Parkway
Phone:	Email:

Vance Brothers shall furnish all labor, material, and equipment necessary to complete material installation. All work shall be done in accordance with the Standard Specifications.

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
Osage Beach Parkway South of Grand Glaize Bridge					
	Cape Seal	125,400	SQYDS	\$ 5.78	\$ 724,812.00
	Traffic Control	1	LS	\$ 40,000.00	\$ 40,000.00
	Mob	1	LS	\$ 7,500.00	\$ 7,500.00
	4" White Paint	25000	LF	\$ 0.42	\$ 10,500.00
	4" Yellow Paint	52500	LF	\$ 0.42	\$ 22,050.00
	12" White Crosswalk Thermo	600	LF	\$ 16.20	\$ 9,720.00
	24" White Stop Bars Thermo	315	LF	\$ 27.00	\$ 8,505.00
	24" Yellow Crosshatching Thermo	75	LF	\$ 27.00	\$ 2,025.00
	Turn Arrows Thermo	87	EA	\$ 432.00	\$ 37,584.00
	Word "Only" Thermo	7	EA	\$ 513.00	\$ 3,591.00
	Truck Ginder	77500	LF	\$ 0.32	\$ 24,800.00
	Hand Grinder	990	LF	\$ 2.16	\$ 2,138.40
	Removal Symbols	94	EA	\$ 108.00	\$ 10,152.00
				Total	\$ 903,377.40
Osage Beach Parkway North of Grand Glaize Bridge					
	Cape Seal	66,906	SQYDS	\$ 5.78	\$ 386,716.68
	Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00
	Mob	1	LS	\$ 7,500.00	\$ 7,500.00
	4" White Paint	15000	LF	\$ 0.42	\$ 6,300.00
	4" Yellow Paint	32500	LF	\$ 0.42	\$ 13,650.00
	12" White Crosswalk Thermo	800	LF	\$ 16.20	\$ 12,960.00
	24" White Stop Bars Thermo	435	LF	\$ 27.00	\$ 11,745.00

	Turn Arrows Thermo	48	EA	\$ 432.00	\$ 20,736.00
	Word "Only" Thermo	2	EA	\$ 513.00	\$ 1,026.00
	Straight Arrows	4	EA	\$ 324.00	\$ 1,296.00
	Combo Arrows Thermo	2	EA	\$ 486.00	\$ 972.00
	Truck Ginder	47500	LF	\$ 0.32	\$ 15,200.00
	Hand Grinder	1260	LF	\$ 2.16	\$ 2,721.60
	Removal Symbols	56	EA	\$ 108.00	\$ 6,048.00
				Total	\$ 506,871.28
Chip Seal Pilot Roads					
	Trap Rock Chip Seal	4698	SQYDS	\$ 2.69	\$ 12,637.62
	PW Parking Lot	3648	SQYDS	\$ 2.69	\$ 9,813.12
				Total	\$ 22,450.74
Grand Total					\$ 1,432,699.42

NOTES:

* Excludes: Permits, lab, testing, staging area, water meter, engineering fees, surveying, striping, and utility adjustments

* Extra mobilizations and days will be billed if needed

*Work will be completed after Labor Day 2025

*Specifications will reflect The Camden County Preservation Project

* Work must be completed within seasonal limitations of 4/1/2025-11/1/2025 for microsurfacing

* City to provide staging areas with a water source near work areas.

* Price includes Asphalt Cement or emulsion applied by Vance Brothers (Unless otherwise agreed upon)

* Prices include only items listed

* Vance Brothers is not responsible for damage to existing asphalt.

* Final field measurement will prevail

* Payment terms are net 30 if your company has a credit account at Vance Brothers. Otherwise, total price must be paid before work is started.

1. This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative Vance Brothers hereinafter "Contractor" has the power to modify the provisions hereof in any respect, that the Contractor shall not be bound by, or liable to, Owner for any representation, promise or endorsement made by any agent or person in Contractor's employment not set forth in writing in this Agreement and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized officer of the Contractor.

2. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative successors where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor. Owner agrees that Contractor has permission to obtain Owner's credit report and shall sign all necessary documents to allow this credit check.
3. Contractor shall not be liable for delays or damages occasioned by causes beyond his control, including but not limited to: the elements, labor strikes and other labor unrest, labor shortages, riots and other public disturbances, acts of God, pandemic, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.
4. If any provision of this agreement is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect to the greatest extent possible. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Missouri, irrespective of any conflict of laws provisions, and that venue for any dispute or litigation arising out of this Agreement shall be only in Jackson County, Missouri.
5. As directed by the Owner, construction lender, public body or any alteration or deviation from the specifications that involves extra cost (subcontractors, labor, materials, etc.) will be performed only after the parties have entered into a written change order. However, Owner hereby authorizes Contractor to make any such repairs or changes and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein even if no written change order is executed.
6. Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation when the Owner is in arrears in making progress payments or the final payment.
7. Contractor will maintain worker's compensation insurance for its employees and comprehensive coverage liability insurance policies.
8. Contractor may substitute materials without notice to the Owner in order to allow work to proceed, provided that the substituted materials are of no less quality than those listed in the specifications.
9. Contractor shall not be responsible for underlying materials of the pavement.
10. The parties agree that in the event of breach of any warranty, the liability of the Contractor shall be limited to the labor costs of replacing the defective work. The Contractor shall not be liable for any other damages direct, indirect, or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damage to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracking materials (sealcoat, cracksealer, tar, etc.), caused by others besides employees of Vance Brothers, regardless of whether such damage occurs or is worsened during the performance of the job.
11. All Work has a ONE YEAR WARRANTY on workmanship and material unless otherwise noted in this contract. Final contract price will be determined from actual field measurements of completed work at the unit prices given. Additional work can be done at your request, at an additional charge while the crew is on site if time and materials are available. Vance Brothers is not responsible for damage due to scaring, marking, vandalism, mag chloride. All warranties are void if the contract is not paid in full on time.
12. If any payment under this Agreement is not made when due, the Contractor may suspend work or terminate all work on the job. Any failure to make payment is subject to a lien claim to be enforced against the property in accordance with all applicable lien laws.
13. In the event the amount of Contract is not paid within 31 days from completion, the account shall be in default. The Owner and acceptor of this Agreement agrees to indemnify and hold harmless the Contractor from any costs or expenses incurred in the collection of the defaulted account, or in any part thereof, including, but not limited to, attorney's fees, court cost, etc., and further agrees that the defaulted account, and any part thereof, including attorney's fees, court cost, etc., shall bear interest at the rate of 1.5% per month, which is 18% per annum, on the all such unpaid balances.

14. If any provision of this Contract is found unenforceable by any court or tribunal, Owner and Contractor agree that such provision shall be modified to the minimum extent necessary to render it enforceable, and that the remainder of this Contract shall not be otherwise affected. The mutual agreement of the parties hereto is comprised of each and every provision hereof, and no provision shall individually be held unenforceable for lack of mutuality. This Contract constitutes the entire agreement between the parties and may not be amended except by written agreement executed by the parties. This Contract constitutes the complete agreement between the parties and supersedes any and all prior understandings, conversations, and proposals.

15. The Contractor will exercise reasonable care when performing the work but will not be liable in any manner for any damages caused in whole or in part by other tradesmen, heavy trucks or chemical spills, including, but not limited to, products not adhering to previous chemical spills. Contractor will not be responsible for fugitive or wind-blown materials if instructed to apply in windy conditions.

16. This contract shall become binding when signed by all parties and the authorized officer of the Contractor. Owner is still liable for the full amount of contract even if the contract is terminated for any reason at any time.

17. Any notice required or permitted under this Agreement shall be given by hand delivery, certified or registered mail at the addresses contained in the Agreement.

18. Owner further agrees that the equity in the property is security for payment of the Contract price. This Contract shall become binding upon the written acceptance hereof by the Contractor (or its authorized Agent) or upon commencement of the work by Contractor, whichever is earlier.

19. This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.

20. The proposal will expire within 60 days from date unless extended in writing by the company. After 60 days, Contractor may revise its price in accordance with costs in effect at that time.

Please sign in spaces provided below to indicate acceptance and return original. This proposal will expire in sixty (60) days from date above, if it is not accepted within that time. If accepted, shall constitute a contract between the parties to this proposal. Payment terms are net 30 days from invoice, unless otherwise stated.			
SUBMITTED:		ACCEPTED:	
Vance Brothers, Inc. Kansas City, MO 64130		5201 Brighton Ave. 816-923-4325	
By: Robert A. Vance		By:	
Date:	7/31/2025	Date:	

City of Osage Beach

Agenda Item Summary

Date of Meeting: August 7, 2025
Originator: Tara Berreth, City Clerk
Presenter: Jeff Fisher, Public Works Director

Agenda Item:

Bill 25-69 - An ordinance of the City of Osage Beach, Missouri, repealing Section 705.160 Water Fluoridation as set forth. *First Reading*

Requested Action:

First Reading of Bill #25-69

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):

Yes - Reduction in budget expenses long term.

Department Comments and Recommendation:

Fluoride has been added to public drinking water systems across the country for many decades. This became common practice to improve dental health for people who would benefit from it. Over time, other sources beyond naturally occurring levels in water have become prevalent and affordable to consumers. It is also known that over time, some health risks have been identified with higher levels of fluoride.

City Attorney Comments:

Per City Code 110.230, Bill 25-69 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, REPEALING SECTION 705.160 WATER FLUORIDATION AS SET FORTH

WHEREAS, Section 705.160 Water Fluoridation shall be repealed in its entirety.

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 do hereby repeal Section 705.160 Water Fluoridation.

Section 2. ~~Section 705.160. Water Fluoridation~~

~~A. The City will provide the means to introduce fluoride into the public water system in such quantities as are required to provide throughout the public water main system a fluoride concentration of approximately one (1) part fluoride per million parts of water.~~

~~B. The City shall keep an accurate and current record of the amount of fluoride bearing chemical applied to the quantities of water treated and cause such analytical tests to be made for fluoride in the untreated and treated water as it shall be directed to do by the Missouri Department of Health.~~

Section 3. Severability

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

Section 4. Repeal of Ordinances not to affect liabilities, etc.

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 25-69 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. 25.69.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: August 7, 2025
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Resolution 2025-21 - A resolution of the City of Osage Beach, Missouri, appointing to the Board of Directors of the Lakeport at Oasis Community Improvement District, Devin Lake City Administrator.

Requested Action:

Resolution #2025-21

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:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

City Attorney Comments:

City Administrator Comments:

RESOLUTION 2025-21

**RESOLUTION APPOINTING TO BOARD OF DIRECTORS OF THE LAKEPORT AT OASIS
COMMUNITY IMPROVEMENT DISTRICT, DEVIN LAKE CITY ADMINISTRATOR**

WHEREAS, due to the expiration of terms must make re-appointments to the Board of the Lakeport at Oasis Community Improvement District; and

WHEREAS, the Board now desires to appoint Devin Lake to the Board of Directors of the Lakeport at Oasis Community Improvement District;

Devin Lake City of Osage Beach City Administrator – term expires November 2, 2027

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

The Mayor and Board of Aldermen of the City of Osage Beach, Missouri do hereby support the appointment to the Lakeport at Oasis Community Improvement District.

I hereby certify that the above Resolution 2025-21 was duly passed on by, the Board of Aldermen of the city of Osage Beach. The votes thereon were as follows.

Ayes:

Nays:

Abstain:

Absent:

Date

Tara Berreth, City Clerk

Approved to form:

Cole Bradbury, City Attorney

City of Osage Beach
Agenda Item Summary

Date of Meeting: August 7, 2025
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Resolution 2025-22 - A resolution of the City of Osage Beach, Missouri, appointing to the Board of Directors of the Lakeport Village Transportation Development District Devin Lake City Administrator.

Requested Action:

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, Resolution 2025-22 is in correct form.

City Administrator Comments:

RESOLUTION 2025-22

**RESOLUTION APPOINTING TO BOARD OF DIRECTORS OF THE LAKEPORT VILLAGE
TRANSPORTATION DEVELOPMENT DISTRICT, DEVIN LAKE CITY ADMINISTRATOR**

WHEREAS, due to the expiration of terms must make re-appointments to the Board of the Lakeport at Oasis Transportation Development District; and

WHEREAS, the Board now desires to appoint Devin Lake to the Board of Directors of the Lakeport at Oasis Transportation Development District;

Devin Lake City of Osage Beach City Administrator – term expires November 2, 2027

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

The Mayor and Board of Aldermen of the City of Osage Beach, Missouri do hereby support the appointment to the Lakeport at Oasis Transportation Development District.

I hereby certify that the above Resolution 2025-22 was duly passed on by, the Board of Aldermen of the city of Osage Beach. The votes thereon were as follows.

Ayes:

Nays:

Abstain:

Absent:

Date

Tara Berreth, City Clerk

Approved to form:

Cole Bradbury, City Attorney

City of Osage Beach
Agenda Item Summary

Date of Meeting: August 7, 2025
Originator: Jeff Fisher, Public Works Director
Presenter: Jeff Fisher, Public Works Director

Agenda Item:

Motion to Comply with Existing Ordinance and Discontinue the Practice of Providing Pressure Reducing Valves to Customers to Regulate Water Pressure in Homes and Businesses.

Requested Action:

Ordinance Referenced for Action:

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):

The Water Division of Public Works will no longer maintain PRV inventory except for operational needs

Department Comments and Recommendation:

Public Works Recommends this action to eliminate liability since water providers across the industry do not regulate pressure. Discontinue the practice of providing PRV's to residents and businesses beginning January 1, 2026.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.