

NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

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

TENTATIVE AGENDA

REGULAR MEETING

May 7, 2026 - 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.

- ▶ Minutes of Board of Aldermen meeting April 16, 2026
- ▶ Bills List May 7, 2026
- ▶ Liquor License - Driftwood Kitchen & Butcher - 4399 Osage Beach Pkwy

UNFINISHED BUSINESS

- A. Bill 26-41 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Camoin Associates for the Independent Economic & Market Analysis in an amount not to exceed \$49,935. *Second Reading.*
- B. Bill 26-47 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a three (3) year agreement with Communication Square to purchase Microsoft 365 Licenses. *Second Reading.*

NEW BUSINESS

- A. Proclamation authorizing the Mayor to observe the week of May 11-16, 2026 as National Police Week.
- B. Proclamation authorizing the Mayor to observe the week of May 17-23, 2026 as Emergency Medical Services Week.
- C. Proclamation authorizing the Mayor to observe the week of May 17-23, 2026 as National Public Works Week.
- D. Public Hearing - Special Use Permit Case 418: GT Interests LLC is Requesting a SUP to construct a residential development in a Commercial Zone
- E. Motion to approve the Special Use Permit Case 418: GT Interests LLC is Requesting a SUP to construct a residential development in a Commercial Zone
- F. Public Hearing - Rezoning Case 428: Grand Teton Mountain LLC and Jessica Prewitt are requesting a rezoning of a tract of land from R-3 and C-1 to C-1 with an E3 Overlay.
- G. Motion to approve Rezoning Case 428: Grand Teton Mountain LLC and Jessica Prewitt are requesting a rezoning of a tract of land from R-3 and C-1 to C-1 with an E3 Overlay.
- H. Public Hearing - Rezoning Case 429: PKM LLC & OCP LLC are requesting a rezoning of a tract of land from C-1b and C-1.
- I. Motion to approve Rezoning Case 429: PKM LLC & OCP LLC are requesting a rezoning of a tract of land from C-1b and C-1.

- J. Public Hearing - Rezoning Case 430: Lakefront Apartments LLC is requesting a rezoning of a tract of land from R-1b to R-3.
- K. Motion to approve Rezoning Case 430: Lakefront Apartments LLC is requesting a rezoning of a tract of land from R-1b to R-3 with a PUD 1 Overlay.
- L. Bill 26-44 - An ordinance of the City of Osage Beach, Missouri, amending Section 125.120 Attendance and Leaves of the City code as set forth. *First Reading.*
- M. Bill 26-45 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract extension with Lucky 8 LLC for an access agreement. *First Reading.*
- N. Bill 26-51 - An ordinance of the City of Osage Beach, Missouri, amending Section 245.030, Park Rules and Regulations, Hours; removing Section 210.2330, City Park Hours of Operation. *First Reading.*
- O. Resolution 2026 - 12 - A resolution of the City of Osage Beach, Missouri, stating facts and reasons for the necessity to amend funds for the Fiscal Year 2026 relating to the Hatchery Road Lakefront Project.
- P. Bill 26-52 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 25.103 Adopting the 2026 Annual Operating Budget requesting an amendment for the Hatchery Road Lakefront Paving Project. *First Reading.*
- Q. Bill 26-53 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Doctor's at the Lake Inc. for Proctor Road Drainage Improvements in an amount not to exceed \$30,000.00. *First Reading.*
- R. Bill 26-54- An ordinance of the City of Osage Beach, Missouri, vacating an easement contained on Lot 1 of the Kalfran Commons Subdivision in Osage Beach. Camden County, Missouri. *First & Second Reading.*
- S. Motion to direct staff to order a 2027 Ambulance from American Response Vehicles as part of the FY2028 Budget, for an amount not to exceed \$363,870.00.
- T. Motion to approve a work order with Engineering Survey's & Services, Inc. for consultant work on the Highway 42 West Sidewalk Project in an amount not to exceed \$108,998.00.
- U. Motion to Approve appointment nominations by Mayor Ross to the Joint Sewer Board
- V. Motion to approve work order SMP-2026-01 with Burns & McDonnell Engineering Company for the Sanitary Sewer Master Plan in an amount not to exceed \$700,000.
- W. Discussion - Pressure Reducing Valves (PRV)
- X. Discussion - State Park Utility Billing

STAFF COMMUNICATIONS

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

ADJOURN

EXECUTIVE SESSION

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

representatives and its attorneys.

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
April 16, 2026

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting Thursday on April 16, 2026, at 5:30PM. The following were present in person: Mayor Michael Harmison. Alderman Phyllis Marose, Alderman Justin Hoffman, Alderman Rebecca Collins, Alderman Bob O' Steen and Alderman Kevin Rucker. Absent Alderman Celeste Barela. 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, Attorney Cole Bardbury, Police Chief Todd Davis, Public Works Director Jeff Fisher, City Planner Cary Patterson, Airport Director Ty Dinsdale, Human Resource Director Maddy Moon, City Treasurer Karri Bell, Building Official Ron White, Parks and Rec Director Gregory, City Treasurer Karri Bell, and IT Director Mikeal Bean.

CITIZEN'S COMMUNICATIONS

No Citizens Communications

APPROVAL OF CONSENT AGENDA

Alderman Hoffman made a motion to approve the Consent Agenda. This motion was seconded by Alderman Marose. Motion passes unanimously with voice vote.

FINANCIAL UPDATE

An increase of 7% over last year's budget and 10% above the current budget.

UNFINISHED BUSINESS

Bill 26-28 - An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Code of Ordinances by repealing and replacing Chapter 500, Article IV, Section 500.110: Adoption of the International Mechanical Code; Section 500.120: 2018 International Mechanical Code - Amendments. *Second Reading.*

Alderman Rucker made a motion to approve the second reading of Bill 26-28. This motion was seconded by Alderman Collins. A roll call was taken to approve the second and final reading of Bill 26-28 and to pass same into ordinance: "Ayes" Alderman Marose, Alderman Collins, Alderman Hoffman, Alderman O'Steen and Alderman Rucker. Absent Alderman Barela Bill 26-28 passed and approved as Ordinance 26.28.

Bill 26-29 - An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Code of Ordinances by repealing and replacing Chapter 500, Article II, Section 500.040: Adoption of the National Electrical Code; Section 500.050 National Electric Code - Amendments; Section 500.060 Enforcement. *Second Reading.*

Alderman Collins made a motion to approve the second reading of Bill 26-29. This motion was seconded by Alderman O'Steen. A roll call was taken to approve the second and final reading of Bill 26-29 and to pass same into ordinance: "Ayes" Alderman Marose, Alderman Collins, Alderman Hoffman, Alderman O'Steen and Alderman Rucker. Absent Alderman Barela Bill 26-29 passed and approved as Ordinance 26.29.

Bill 26-30 - An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Code of Ordinance by repealing and replacing Chapter 500, Article 1, Section 500.010: 2018 International Building Code; Section 500.020: 2018 International Building Code - Adoption. *Second Reading.*

Alderman Rucker made a motion to approve the second reading of Bill 26-30. This motion was seconded by Alderman Collins. A roll call was taken to approve the second and final reading of Bill 26-30 and to pass same into ordinance: "Ayes" Alderman Marose, Alderman Collins, Alderman Hoffman, Alderman O'Steen and Alderman Rucker. Absent Alderman Barela Bill 26-30 passed and approved as Ordinance 26.30.

Bill 26-31 - An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Code of Ordinance by repealing and replacing Chapter 500, Article VII, Section 500.180: Adoption of the International Fire Code; Section 500.190 Jurisdictional Title/Definitions; Section 500.200 International Fire Code Amendments. *Second Reading.*

Alderman Hoffman made a motion to approve the second reading of Bill 26-31. This motion was seconded by Alderman O'Steen A roll call was taken to approve the second and final reading of Bill 26-31 and to pass same into ordinance: "Ayes" Alderman Marose, Alderman Collins, Alderman Hoffman, Alderman O'Steen and Alderman Rucker. Absent Alderman Barela Bill 26-31 passed and approved as Ordinance 26.31.

Bill 26-32 - An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Code of Ordinances by repealing and replacing Chapter 500, Article VIII, Section 500.240: Adoption of the International Fuel Gas Code; Section 500.250: 2018 International Fuel Gas Code Amendments. *Second Reading.*

Alderman Collins made a motion to approve the second reading of Bill 26-32. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 26-32 and to pass same into ordinance: "Ayes" Alderman Marose, Alderman Collins, Alderman Hoffman, Alderman O'Steen and Alderman Rucker. Absent Alderman Barela Bill 26-32 passed and approved as Ordinance 26.32.

Bill 26-33 - An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Code of Ordinance by repealing and replacing Chapter 500, Article V, Section 500.140: Adoption of International Plumbing Code; Section 500.150: 2018 International Plumbing Code - Amendments. *Second Reading.*

Alderman Rucker made a motion to approve the second reading of Bill 26-33. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 26-33 and to pass same into ordinance: "Ayes" Alderman Marose, Alderman Collins, Alderman Hoffman, Alderman O'Steen and Alderman Rucker. Absent Alderman Barela Bill 26-33 passed and approved as Ordinance 26.33.

Bill 26-34 - An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Code of Ordinances by repealing and replacing Chapter 500, Article III, Section 500.080: Adoption of the International Property Maintenance Code; Section 500.090: 2018 International Property Maintenance Code. *Second Reading.*

Alderman Collins made a motion to approve the second reading of Bill 26-34. This motion was seconded by Alderman O'Steen. A roll call was taken to approve the second and final reading of Bill 26-34 and to pass same into ordinance: "Ayes" Alderman Marose, Alderman Collins, Alderman Hoffman, Alderman O'Steen and Alderman Rucker. Absent Alderman Barela Bill 26-34 passed and approved as Ordinance 26.34.

Bill 26-35- An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Code of Ordinances by repealing and replacing Chapter 500, Article I, Section 500.035: 2018 International Residential Code - Adoption; Section 500.037: 2018 International Residential Code Amendments. *Second Reading.*

Alderman Rucker made a motion to approve the second reading of Bill 26-35. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 26-35 and to pass same into ordinance: "Ayes" Alderman Marose, Alderman Collins, Alderman Hoffman, Alderman O'Steen and Alderman Rucker. Absent Alderman Barela Bill 26-35 passed and approved as Ordinance 26.35.

Bill 26-36 - An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Code of Ordinances by repealing and replacing Chapter 500 Article I, Section 500.025: International Existing Building Code Adoption; Section 500.027 2018 International Existing Building Code Amendments. *Second Reading.*

Alderman Hoffman made a motion to approve the second reading of Bill 26-36. This motion was seconded by Alderman Rucker. A roll call was taken to approve the second and final reading of Bill 26-36 and to pass same into ordinance: “Ayes” Alderman Marose, Alderman Collins, Alderman Hoffman, Alderman O’Steen and Alderman Rucker. Absent Alderman Barela Bill 26-36 passed and approved as Ordinance 26.36.

Bill 26-37 - An ordinance of the City of Osage Beach, Missouri, adopting the International Swimming Pool and Spa Code, 2024 Edition by creating new sections within Chapter 500 Article I; 500.039 International Swimming Pool and Spa Code; Section 500.040 Amendments. *Second Reading.*

Alderman Hoffman made a motion to approve the second reading of Bill 26-37. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 26-37 and to pass same into ordinance: “Ayes” Alderman Marose, Alderman Collins, Alderman Hoffman, Alderman O’Steen and Alderman Rucker. Absent Alderman Barela Bill 26-37 passed and approved as Ordinance 26.37

Mayor Harmison invited comments from the Aldermen.

- ✓ Alderman Hoffman offered remarks recognizing Alderman Barela. Richard Ross then read a written statement from Alderman Barela.
- ✓ Alderman Rucker spoke about Alderman Marose, highlighting her dedication to the City of Osage Beach over the past 12 years.
- ✓ Alderman Marose conveyed her sincere appreciation to the Board and City Staff for their support and service
- ✓ Alderman O’Steen shared comments acknowledging Mayor Harmison’s significant contributions to the City of Osage Beach.

NEW BUSINESS

Motion to Approve certification of the 2026 Municipal Election results

Alderman Hoffman made a motion to approve the Certification of the 2026 Municipal Election results. This motion was seconded by Alderman Collins. This motion passes with a voice vote. Absent Alderman Barela

Miller County Results

Osage Beach Mayor

Richard Ross	26 votes = 50%
Michael Harmison	13 votes = 25%
Angie Schuster	13 votes = 25%

City Collector

Brad Smith	13 votes = 100%
-------------------	------------------------

Ward I – Alderman

Kevin Rucker	41 votes = 100%
---------------------	------------------------

Camden County Results

Osage Beach Mayor

Richard Ross	313 votes = 45.04%
Michael Harmison	151 votes = 21.73%
Angie Schuster	231 votes = 33.24%

City Collector

Brad Smith	537 votes = 100%
-------------------	-------------------------

Ward I – Alderman

Kevin Rucker	109 votes = 100%
---------------------	-------------------------

Ward II – Alderman

Phyllis Marose 101 votes = 34.59%
Stephen George 191 votes = 65.41%

Ward III – Alderman

Bill Mackay 143 votes = 61.90%
Michael Vanella 88 votes = 38.10%

Oath of Office

Mayor Richard Ross
City Collector Brad Smith
Alderman Ward I – Kevin Rucker
Alderman Ward II – Stephen George
Alderman Ward III – Bill Mackay

Motion to elect the President of the Board.

Alderman Hoffman made a motion to elect Alderman Bob O’Steen as President of the Board. This was seconded by Alderman Collins. This motion passes with a voice vote.

Proclamation authorizing the Mayor to recognize the week of May 3 through May 9, 2026, as Municipal Clerks Week.

Proclamation authorizing the Mayor to proclaim the week of May 3 through May 9, 2026, as Local Government Week.

Presentation - Sewer System Evaluation; Investment Recommendations.

Public Hearing - Proposed Water and Sewer User Rate Schedule Changes

No public comment

Alderman Hoffman made a motion to close the Public Hearing for proposed Water and Sewer User Rate Schedule Changes. This motion was seconded by Alderman Collins. This motion passes with a voice vote.

Bill 26-38 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to Sign Change Order #1 for the Water Main Loop-Golfview Lane to Nichols Road Project for an amount not to exceed \$44,720.00, bringing the total contract cost not to exceed \$422,074.00. First Reading

Alderman Hoffman made a motion to approve the first reading of Bill 26-38. This motion was seconded by Alderman George. Motion passes unanimously with voice vote.

Bill 26-41 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Camoin Associates for the Independent Economic & Market Analysis in an amount not to exceed \$49,935. First Reading.

Alderman Hoffman left the dais at 6:50pm
Alderman Hoffman returned to the dais at 6:55pm.

Alderman O’Steen made a motion to approve the first reading of Bill 26-41. This motion was seconded by Alderman Hoffman. Motion passes with 4 “Ayes” and 2 “Nays”. Motion passes.

Resolution 2026 -11 - A resolution of the Board of Aldermen of the City of Osage Beach, Missouri, stating facts and reasons for the necessity to amend funds for the fiscal year 2026 relating to the pavement maintenance project at Grand Glaize Airport.

Alderman Collins made a motion to approve Resolution 2026-11. This motion was seconded by Alderman Rucker. Motion passes with 5 Ayes and 1 Nay.

Bill 26-48 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 25.103 Adopting the 2026 Annual Operating Budget for the Grand Glaize Pavement Maintenance Plan. *First & Second Reading.*

Alderman Collins made a motion to approve the first reading of Bill 26-48. This motion was seconded by Alderman Rucker. Motion passes with 5 Ayes and 1 Nay.

Alderman Rucker made a motion to approve the second reading of Bill 26-48. This motion was seconded by Alderman Collins. A roll call was taken to approve the second and final reading of Bill 26-48 and to pass same into ordinance: "Ayes" Alderman George, Alderman Collins, Alderman O'Steen, Alderman Rucker and Alderman Mackay. "Nays" Alderman Hoffman, Bill 26-48 passed and approved as Ordinance 26.48.

Bill 26-42 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to Execute the Missouri Highways and Transportation Commission State Block Funding Application for the Grand Glaize Pavement Maintenance Project. *First & Second Reading.*

Alderman Collins made a motion to approve the first reading of Bill 26-42. This motion was seconded by Alderman Mackay. Motion passes with 5 Ayes and 1 Nay.

Alderman Rucker made a motion to approve the second reading of Bill 26-42. This motion was seconded by Alderman Collins. A roll call was taken to approve the second and final reading of Bill 26-42 and to pass same into ordinance: "Ayes" Alderman George, Alderman Collins, Alderman O'Steen, Alderman Rucker and Alderman Mackay. "Nays" Alderman Hoffman and Alderman O'Steen, Bill 26-42 passed and approved as Ordinance 26.42.

Bill 26-43 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Crawford, Murphy, and Tilly (CMT) for Aviation Project Consulting Services in an amount not to exceed \$59,540. *First & Second Reading.*

Alderman Rucker made a motion to approve the first reading of Bill 26-43. This motion was seconded by Alderman Collins. Motion passes with 5 Ayes and 1 Nay.

Alderman Collins made a motion to approve the second reading of Bill 26-43. This motion was seconded by Alderman Mackay. A roll call was taken to approve the second and final reading of Bill 26-43 and to pass same into ordinance: "Ayes" Alderman George, Alderman Collins, Alderman O'Steen, Alderman Rucker and Alderman Mackay and Alderman O'Steen. "Nays" Alderman Hoffman. Bill 26-43 passed and approved as Ordinance 26.43.

Bill 26-46 - An ordinance of the City of Osage Beach, Missouri, adopting and enacting a new code of ordinances of the City of Osage Beach; establishing the same; providing for the repeal of certain ordinances not included therein; except as herein expressly provided; providing for the manner of amending such code of ordinances; providing penalty for the violation thereof; and providing when this ordinance shall become effective. *First Reading and Second Reading*

Alderman O'Steen made a motion to approve the first reading of Bill 26-46. This motion was seconded by Alderman George. Motion passes unanimously with voice vote.

Alderman Rucker made a motion to approve the second reading of Bill 26-46. This motion was seconded by Alderman George A roll call was taken to approve the second and final reading of Bill 26-46 and to pass same into ordinance: “Ayes” Alderman George, Alderman Collins, Alderman Hoffman, Alderman O’Steen, Alderman Rucker and Alderman Mackay. Bill 26-46 passed and approved as Ordinance 26.46.

Bill 26-47 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a three (3) year agreement with Communication Square to purchase Microsoft 365 Licenses. *First Reading.*

Alderman Hoffman made a motion to approve the first reading of Bill 26-47. This motion was seconded by Alderman Collins. Motion passes unanimously with voice vote.

Bill 26-49 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 25.103, Adopting the 2026 Annual Operating Budget, approving the modification of the FY2026 Employee Pay Plan for certain administrative positions. *First Reading.*

Bill dies for lack of motion

Bill 26-50 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 25.103 Adopting the 2026 Annual Operating Budget, requesting a transfer of funds to increase personnel expenditures within the Economic Development Salaries. *First Reading.*

Bill not presented – due to failure of Bill 26-49

STAFF COMMUNICATIONS

CA Lake – Sgt. Salano and Sgt. Morley graduated from Command College.
ACA White – 2nd Employee Development Day – 70 employees attended.
Staff welcomed all the incoming and outgoing Aldermen and Mayor.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman welcomed all the new members. Acknowledge the outgoing members for their service.

EXECUTIVE SESSION

No Executive session

ADJOURN

There being no further business to come before the Board, the meeting was adjourned at 8:30pm. 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 April 16, 2026, and approved May 7, 2026.

Tara Berreth/City Clerk

Richard Ross/Mayor

All meetings may be streamed on Facebook and YouTube for further clarification

**CITY OF OSAGE BEACH
BILLS LIST
May 7, 2026**

Bills Paid Prior to Board Meeting	\$ 368,994.80
Payroll Paid Prior to Board Meeting	\$ 204,479.48
SRF Transfer Prior to Board Meeting	\$ 12,916.67
TIF Transfers	\$ 121,395.56
Bills Pending Board Approval	\$ 442,641.15
Total Expenses	<u>\$ 1,150,427.66</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PAYROLL DEDUCTIONS	70.00
			ADJUST PAYROLL DEDUCTIONS	18.00
			Health Insurance Contribut	362.80
			Health Insurance Contribut	231.55
			Health Insurance Contribut	231.55
			Dental Insurance Premium	18.00
			Dental Insurance Premiums	132.00
			Dental Insurance Premiums	902.00
			Dental Insurance Premiums	902.00
			Dental Insurance Premium	162.00
			Dental Insurance Premium	162.00
			Health Insurance Contribut	203.10
			Health Insurance Contribut	160.80
			Health Insurance Contribut	1,624.80
			Health Insurance Contribut	1,624.80
			Health Insurance Contribut	1,768.80
			Health Insurance Contribut	1,768.80
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	99.00
			Vision Insurance Contribut	99.00
			Vision Insurance Contribut	38.00
			Vision Insurance Contribut	38.00
			Vision Insurance Contribut	84.00
			Vision Insurance Contribut	84.00
		MO DEPT OF REVENUE	State Withholding	5,377.00
		INTERNAL REVENUE SERVICE	Fed WH	15,012.30
			FICA	11,132.03
			Medicare	2,603.45
		LEGALSHIELD	ADJUST PAYROLL DEDUCTIONS	0.06-
			Pre-Paid Legal Premiums	73.75
			Pre-Paid Legal Premiums	73.75
		MISSIONSQUARE RETIREMENT	Retirement 457 Roth	271.77
			Loan Repayment	303.83
			Loan Repayment	206.56
			Retirement 457 &	5,661.61
			Retirement 457	3,042.30
			Loan Repayments	136.86
			Loan Repayments	248.75
			Loan Repayments	119.32
			Loan Repayments	180.67
			Loan Repayments	527.04
			Loan Repayments	164.56
			Loan Repayments	100.89
			Loan Repayments	206.90
			Retirement Roth IRA	200.00
		AMERICAN FIDELITY ASSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	0.03
			American Fidelity	1,563.70
			American Fidelity	1,563.70
			American Fidelity	661.82
			American Fidelity	661.82
		TEXAS LIFE INSURANCE CO	ADJUST PAYROLL DEDUCTIONS	0.05-
			Texas Life After Tax	147.37
			Texas Life After Tax	147.37
		PRINCIPAL LIFE INSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	24.18-

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			ADJUST PAYROLL DEDUCTIONS	35.34-
			Group Life Ins and Buy Up	3.98
			Group Life Ins and Buy Up	3.98
		OPTUM BANK INC	HSA Contribution No Tax	260.83
			HSA Family/Dep. Contributi	<u>2,655.16</u>
			TOTAL:	64,061.47
Mayor & Board	General Fund	MIDWEST PUBLIC RISK	Health Insurance Contribut	1,397.20
			Dental Insurance Premium	18.00
			Dental Insurance Premiums	132.00
			Health Insurance Contribut	592.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,247.20
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	11.00
		INTERNAL REVENUE SERVICE	FICA	481.17
			Medicare	112.55
		MISSIONSQUARE RETIREMENT	Retirement 401%	195.81
			Retirement 401	606.22
		AT&T MOBILITY-CELLS	MAYOR CELL PHONE	48.30
		EBLING, SUSAN	PLANNING COMM MTG - 3/10,	50.00
		BLAIR, ALAN	PLANNING COMM MTG - 3/10,	50.00
		CARLSON, CHAD	PLANNING COMM MTG - 4/14	25.00
		CATCOTT, FRED	TIF COMMISSION MTG - 4/1/2	25.00
		HAGEDORN, LUKE	PLANNING COMM MTG - 3/10,	50.00
		TYLER, GENIECE	TIF COMMISSION MTG - 4/1/2	25.00
		SCHUSTER, ANGIE	PLANNING COMM MTG - 3/10,	50.00
		MACKAY, BILL	PLANNING COMM MTG - 3/10,	50.00
		KAUTZ, CHAD	PLANNING COMM MTG - 3/10	25.00
		CRANE, DAVE	TIF COMMISSION MTG - 4/1/2	25.00
		GARDNER, TIMOTHY	TIF COMMISSION MTG - 4/1/2	25.00
		ELAN CORPORATE PAYMENT SYSTEMS	FLOWERS - HAMEL	75.00
			VOLUNTEER APPREC DINNER DE	261.50
			VOLUNTEER APPREC DINNER DE	67.02
			VOLUNTEER APPREC DINNER DE	108.58
			VOLUNTEER APPREC DINNER CA	119.66
		OPTUM BANK INC	HSA Board Fam Contribution	150.00
		STUART, TONY	PLANNING COMM MTG - 3/10	25.00
		ONE TIME VENDOR MEMORIAL CHAPEL OF RIC	LEONARD SHELTON MEMORIAL G	<u>75.00</u>
			TOTAL:	7,588.11
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.20
			Medicare	<u>1.45</u>
			TOTAL:	7.65
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
		INTERNAL REVENUE SERVICE	FICA	598.70
			Medicare	140.01
		MISSIONSQUARE RETIREMENT	Retirement 401%	290.36
			Retirement 401	677.51
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	141.90
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.14

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Dependent Life Ins	2.14
			Group Life Ins and Buy Up	37.61
			Group Life Ins and Buy Up	37.61
			Short Term Disability Ins	22.20
			Short Term Disability Ins	22.20
			TOTAL:	1,994.38
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	66.00
			Dental Insurance Premiums	66.00
			Health Insurance Contribut	1,870.80
			Health Insurance Contribut	1,870.80
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00
		INTERNAL REVENUE SERVICE	FICA	371.20
			Medicare	86.81
		MISSIONSQUARE RETIREMENT	Retirement 401%	196.06
			Retirement 401	457.48
		AT&T MOBILITY-CELLS	CITY CLERK DEPT CELL PHONE	48.30
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	15.12
			Group Life Ins and Buy Up	15.12
			Short Term Disability Ins	22.20
			Short Term Disability Ins	22.20
		ELAN CORPORATE PAYMENT SYSTEMS	SPRING INSTITUTE LDGNG-POW	491.40
			SPRING INSTITUTE LDGNG-BER	614.25
		OPTUM BANK INC	HSA Family/Dep. Contributi	225.00
			TOTAL:	6,479.68
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	66.00
			Dental Insurance Premiums	66.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	650.44
			Medicare	152.12
		MISSIONSQUARE RETIREMENT	Retirement 401%	287.11
			Retirement 401	784.27
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.28
			Group Dependent Life Ins	4.28
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	31.03
			Group Life Ins and Buy Up	31.03
			Short Term Disability Ins	29.60
			Short Term Disability Ins	29.60
		ELAN CORPORATE PAYMENT SYSTEMS	CHECK PURCHASE	648.06
			GFOA CONF REGIS - SHURTS	175.00
			GFOA CONF REGIS - BELL	175.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OPTUM BANK INC	HSA Family/Dep. Contributi	225.00
			TOTAL:	7,552.34
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	111.62
			Medicare	26.10
		MISSIONSQUARE RETIREMENT	Retirement 401%	57.98
			Retirement 401	135.29
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	6.44
			Group Life Ins and Buy Up	6.44
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,691.01
City Attorney	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
		INTERNAL REVENUE SERVICE	FICA	393.50
			Medicare	92.03
		MISSIONSQUARE RETIREMENT	Retirement 401%	202.24
			Retirement 401	471.88
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	19.72
			Group Life Ins and Buy Up	19.72
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		ELAN CORPORATE PAYMENT SYSTEMS	COUNTY RECORD SEARCH	21.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	2,808.93
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	66.00
			Dental Insurance Premiums	66.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	660.05
			Medicare	154.37
		MISSIONSQUARE RETIREMENT	Retirement 401%	341.42
			Retirement 401	796.64
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	362.66
		WEX INC	BLDG DEPT FUEL	210.92
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	36.68
			Group Life Ins and Buy Up	36.68
			Short Term Disability Ins	29.60
			Short Term Disability Ins	29.60
		ELAN CORPORATE PAYMENT SYSTEMS	BLUEBEAM SUB - ADD USER WR	130.00
			ICLOUD STORAGE - JOHNS	2.99
		OPTUM BANK INC	HSA Family/Dep. Contributi	225.00
			TOTAL:	7,338.03
Building Maintenance	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		AMEREN MISSOURI	CH SVC 3/16-4/14/26	3,260.41
		INTERNAL REVENUE SERVICE	FICA	101.08
			Medicare	23.64
		MISSIONSQUARE RETIREMENT	Retirement 401%	53.60
			Retirement 401	125.07
		LOWE'S	CEILING TILE	59.16
			CEILING TILE	191.90
			CEILING TILE	86.48
			CEILING TILE	59.16-
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	5.78
			Group Life Ins and Buy Up	5.78
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		LINDYSPRING LAKE OF THE OZARKS	03/26 CH WATER COOLER RENT	38.00
			5-GAL BOTTLED WATER	7.95
			5-GAL BOTTLED WATER	7.95
			5-GAL BOTTLED WATER	7.95
			04/26 CH WATER COOLER RENT	38.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	5,342.59
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	45.00
			Dental Insurance Premium	45.00
			Health Insurance Contribut	1,480.00
			Health Insurance Contribut	1,480.00
			Vision Insurance Contribut	10.00
			Vision Insurance Contribut	10.00
		INTERNAL REVENUE SERVICE	FICA	718.27
			Medicare	167.98
		MISSIONSQUARE RETIREMENT	Retirement 401%	204.58
			Retirement 401	729.16
		CULLIGAN LAKE OF THE OZARKS	WATER SOFTENER 4/1-4/30/26	104.50
		LOWE'S	ROOF SEALANT	14.23
			DRILL BIT	18.03
			STRAW BALE, GRASS SEED	72.72
			DEGREASER, LIMEAWAY	12.70
			CAUTION TAPE, MARKING PAIN	73.96
			PELLET FUEL, PROPANE TANK	55.04
			PAPER TOWELS	18.98
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	138.34
			CITY PARK SIGN 2/13-3/12/2	46.73

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		WEX INC	PARK DEPT FUEL	650.23
		AMEREN MISSOURI	LWR DIAMOND LTS 3/9-4/7/26	14.72
			HATCHERY RD SIGN 2/15-3/16	79.51
			CP MAINT BLDG 2/15-3/16/26	120.81
			CP#2 DISPLAY C 2/15-3/16/2	13.72
			CP SOCCER FIELDS 2/15-3/16	79.42
			CP #2 DISPLAY D 2/15-3/16/	13.72
			CP BALL FIELDS 2/15-3/16/2	931.86
			CP#2 DISPLAY B 2/15-3/16/2	14.94
			CP#2 DISPLAY A 2/15-3/16/2	15.05
			BALL PARK LTS 3/9-4/7/26	33.29
			CP#2 IRRIG PUMP 2/15-3/16/	13.85
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	28.27
			Group Life Ins and Buy Up	28.27
			Short Term Disability Ins	37.00
			Short Term Disability Ins	37.00
		ELAN CORPORATE PAYMENT SYSTEMS	PET WASTE BAGS	299.80
			YOUTH LEAGUE SHIRTS AND HA	4,787.50
			POWER SWITCH - POPCORN MAC	34.23
		OPTUM BANK INC	HSA Contribution No Tax	187.50
			TOTAL:	12,878.57
Human Resources	General Fund	MIDWEST PUBLIC RISK	Health Insurance Contribut	801.45
			Health Insurance Contribut	801.45
			Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
		INTERNAL REVENUE SERVICE	FICA	255.03
			Medicare	59.65
		MISSIONSQUARE RETIREMENT	Retirement 401%	135.67
			Retirement 401	316.55
		MIDWEST PUBLIC RISK	DEDUCTIBLE CLAIM MPR250668	1,000.00
		AT&T MOBILITY-CELLS	HR DEPT CELL PHONE	45.30
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.14
			Group Dependent Life Ins	2.14
			Group Life Ins and Buy Up	14.99
			Group Life Ins and Buy Up	14.99
			Short Term Disability Ins	14.80
			Short Term Disability Ins	14.80
		ELAN CORPORATE PAYMENT SYSTEMS	EMP DEV DAY TSHIRTS	750.45
			HELIUM TANK	52.47
			EMP DEV DAY BREAKFAST	155.87
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
		MALONE, JUSTIN	DOT PHYSICAL REIMB - MALON	70.00
		EXTREME AUTO GLASS LLC	S.SNELLING WINDSHIELD -SLF	325.00
			TOTAL:	6,470.65
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	462.00
			Dental Insurance Premiums	462.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premium	54.00
			Dental Insurance Premium	54.00
			Health Insurance Contribut	1,480.00
			Health Insurance Contribut	1,480.00
			Health Insurance Contribut	5,085.15
			Health Insurance Contribut	5,085.15
			Health Insurance Contribut	7,483.20
			Health Insurance Contribut	7,483.20
			Vision Insurance Contribut	44.00
			Vision Insurance Contribut	44.00
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	48.00
			Vision Insurance Contribut	48.00
		INTERNAL REVENUE SERVICE	FICA	4,509.17
			Medicare	1,054.53
		MISSIONSQUARE RETIREMENT	Retirement 401%	2,026.97
			Retirement 401	5,052.54
		O'DAY, MICHAEL	TRAVEL ADV - O'DAY AAIR TR	200.00
		AT&T MOBILITY-CELLS	POLICE FN AIR CARDS	1,669.60
			POLICE DEPT CELL PHONES	859.84
		WEX INC	POLICE DEPT FUEL	6,623.09
			POLICE DEPT CAR WASHES	93.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	20.33
			Group Dependent Life Ins	20.33
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	206.92
			Group Life Ins and Buy Up	206.92
			Short Term Disability Ins	207.20
			Short Term Disability Ins	207.20
		MSHP LAW ENFORCEMENT ACADEMY	FTO TRNG REGIS&LDGNG-ROSEN	600.00
		GFI DIGITAL	PD PRNTR 2 MAINT 2/28-4/27	43.40
		ELAN CORPORATE PAYMENT SYSTEMS	TASER INSTRUC LDGNG - HEND	349.87
			TASER INSTRUC LDGNG - HEND	27.67-
			ARMOR TRNG LODGING - SHEL	180.88
			EVIDENCE TRNG REGIS-WINCHE	230.00
			LDGNG ACTIVE THREAT TRNG -	767.09
			VEHICLES WASHES	32.00
			YRS OF SVC PLAQUE - OWENS	123.50
			IDI SUBSCRIPTION	75.00
		OPTUM BANK INC	HSA Contribution No Tax	187.50
			HSA Family/Dep. Contributi	1,650.00
		ROSENBERG, JOHNATHAN	MEALS - TASER INSTRUCTOR	105.00
			TOTAL:	56,642.47
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	66.00
			Dental Insurance Premiums	66.00
			Dental Insurance Premium	36.00
			Dental Insurance Premium	36.00
			Health Insurance Contribut	1,184.00
			Health Insurance Contribut	1,184.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		AT & T/CITY HALL	911 PH SVC 3/23-4/22/26	988.92
		INTERNAL REVENUE SERVICE	FICA	1,104.37
			Medicare	258.29
		MISSIONSQUARE RETIREMENT	Retirement 401%	324.08
			Retirement 401	1,283.00
		CHARTER COMMUNICATIONS HOLDING CO LLC	COMM CABLE	43.24
		AT&T MOBILITY-CELLS	911 CENTER CELL PHONES	48.30
		MORLEY, DILILEXIE	TRVL ADV COWKR 4 COUPLE-MO	192.30
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	31.56
			Group Life Ins and Buy Up	31.56
			Group Life Ins and Buy Up	20.25
			Group Life Ins and Buy Up	20.25
			Short Term Disability Ins	66.60
			Short Term Disability Ins	66.60
		ELAN CORPORATE PAYMENT SYSTEMS	ONLINE DISPATCH TRNG - MOR	19.00
			FIBEROPTIC CBL, TERMINATIO	605.59
		OPTUM BANK INC	HSA Contribution No Tax	150.00
			HSA Family/Dep. Contributi	75.00
			TOTAL:	10,859.13
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	218.96
			Medicare	51.21
		MISSIONSQUARE RETIREMENT	Retirement 401%	115.33
			Retirement 401	269.10
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	12.75
			Group Life Ins and Buy Up	12.75
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	2,071.24
Engineering	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	296.00
			Health Insurance Contribut	296.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		ENVIRONMENTAL SYSTEMS RESEARCH INSTITU	ARCGIS SUB 4/27/26-4/26/27	4,949.00
		INTERNAL REVENUE SERVICE	FICA	529.05
			Medicare	123.73
		MISSIONSQUARE RETIREMENT	Retirement 401%	205.35
			Retirement 401	617.57
		AT&T MOBILITY-CELLS	ENGINEER DEPT CELL PHONE	140.99
		CINTAS CORPORATION	ENG DEPT UNIFORMS	24.91
			ENG DEPT FLOOR MATS	5.33
		WEX INC	ENG DEPT FUEL	80.74
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	26.44
			Group Life Ins and Buy Up	26.44
			Short Term Disability Ins	29.60
			Short Term Disability Ins	29.60
		ELAN CORPORATE PAYMENT SYSTEMS	DRINKS	27.19
			MONDAY.COM MEMBERSHIP	684.00
			LODGING GIS CONF - ESTES	619.51
			DEED SEARCH	39.50
			ONLINE PMP TRNG - WRIGHT	998.00
			DRINKS	46.58
		OPTUM BANK INC	HSA Contribution No Tax	37.50
			HSA Family/Dep. Contributi	75.00
		KASEYA US LLC	AUTO TASK SUB 05/2026-04/2	1,800.00
			TOTAL:	14,539.55
Information Technology	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
		INTERNAL REVENUE SERVICE	FICA	423.22
			Medicare	98.98
		MISSIONSQUARE RETIREMENT	Retirement 401%	119.33
			Retirement 401	486.94
		AT&T INTERNET/IP SERVICES	CITY FAX LINES 4/7-5/6/26	638.78
			CH/911 PHONE LINES 4/7/26	2,030.16
		CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL CABLE	86.46
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	141.34
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	20.38
			Group Life Ins and Buy Up	20.38
			Short Term Disability Ins	14.80
			Short Term Disability Ins	14.80
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
		AIRESPRING INC	INTERNET/PHONE CNNCTN 04/2	3,897.82
			INTERNET/PHONE CNNCTN 04/2	789.22
			TOTAL:	10,161.95
Economic Development	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	296.00
			Health Insurance Contribut	296.00
			Vision Insurance Contribut	2.00
			VISION Insurance Contribut	2.00
		AT&T MOBILITY-CELLS	ECON DEV DEPT CELL PHONES	45.30
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	9.47
			Group Life Ins and Buy Up	9.47
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		ELAN CORPORATE PAYMENT SYSTEMS	MARCH PURCHASES	49.00
			INFLATABLES FOR EGG HUNT	1,647.00
			BIKE, AIRHORN FOR EASTER E	346.88
			TOTAL:	2,735.92
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	80.74
			Dental Insurance Premiums	80.74
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	203.10
			Health Insurance Contribut	203.10
			Health Insurance Contribut	134.27
			Health Insurance Contribut	134.27
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	6.68
			Vision Insurance Contribut	6.68
		MO DEPT OF REVENUE	State Withholding	539.87
		INTERNAL REVENUE SERVICE	Fed WH	1,235.58
			FICA	1,215.53
			Medicare	284.28
		MISSIONSQUARE RETIREMENT	Retirement 457 &	750.19
			Retirement 457	34.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	44.14
			American Fidelity	44.14
			American Fidelity	11.10
			American Fidelity	11.10
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	17.24
			Texas Life After Tax	17.24
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	23.19
			Group Life Ins and Buy Up	23.19
		OPTUM BANK INC	HSA Contribution No Tax	45.00
			HSA Family/Dep. Contributi	39.49
			TOTAL:	5,265.86
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	80.74
			Dental Insurance Premiums	80.74
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	888.00
			Health Insurance Contribut	888.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,041.40
			Health Insurance Contribut	1,041.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	6.68
			Vision Insurance Contribut	6.68
		INTERNAL REVENUE SERVICE	FICA	1,215.54
			Medicare	284.27
		MISSIONSQUARE RETIREMENT	Retirement 401%	485.51
			Retirement 401	1,373.56
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	373.02
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	363.53
			TRANS DEPT FLOOR MATS	5.33
			UNIFORM CREDIT	208.98-
			UNIFORM CREDIT	92.97-
		WEX INC	TRANS DEPT FUEL	5,702.26
		AMEREN MISSOURI	792 PASSOVER LTS 2/15-3/16	21.90
			1095 MACE RD 2/15-3/16/26	37.55
			1129 INDUSTRIAL 2/15-3/16/	35.61
			872 PASSOVER LTS 2/15-3/16	30.46
			KK DR PALISADES 3/4-4/2/26	108.87
			1109 OSAGE BEACH RD 3/15-4	37.93
			MACE RD RNDABT 2/15-3/16/2	27.22
			680 PASSOVR RD 2/15-3/16/2	28.95
			MAINT SALT BLDG 3/10-4/8/2	13.72
			LAZY DAYS LTS 2/26-3/29/26	96.01
			ST LT SVC 3/1-4/1/26	4,770.77
			CUST OWNED LTG 3/1-4/1/26	407.89
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	7.13
			Group Dependent Life Ins	7.13
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	43.24
			Group Life Ins and Buy Up	43.24
			Short Term Disability Ins	64.16
			Short Term Disability Ins	64.16
		GFL ENVIRONMENTAL	PW EXTRA TRASH PICKUP	25.00
		ELAN CORPORATE PAYMENT SYSTEMS	DONUTS FOR LTAP TRNG 4/7/2	21.82
			DRINKS	27.19
			DRINKS	139.73
		OPTUM BANK INC	HSA Contribution No Tax	112.50
			HSA Family/Dep. Contributi	275.25
			TOTAL:	23,000.50
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	124.52
			Dental Insurance Premiums	124.52
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	101.55
			Health Insurance Contribut	101.55
			Health Insurance Contribut	294.26
			Health Insurance Contribut	294.26
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	14.64
			Vision Insurance Contribut	14.64
		MO DEPT OF REVENUE	WATER SALES TAX	5,077.51
			State Withholding	519.50
		INTERNAL REVENUE SERVICE	Fed WH	1,283.37
			FICA	1,063.50
			Medicare	248.71
		MISSIONSQUARE RETIREMENT	Retirment 457 &	589.40
			Retirement 457	33.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	156.25
			American Fidelity	156.25
			American Fidelity	84.28
			American Fidelity	84.28
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	50.36
			Texas Life After Tax	50.36
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	11.62
			Group Life Ins and Buy Up	11.62
		OPTUM BANK INC	HSA Contribution No Tax	90.00
			HSA Family/Dep. Contributi	138.88
			TOTAL:	10,762.83
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	124.52
			Dental Insurance Premiums	124.52
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	592.00
			Health Insurance Contribut	592.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	2,282.38
			Health Insurance Contribut	2,282.37
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	14.64
			Vision Insurance Contribut	14.64
		INTERNAL REVENUE SERVICE	FICA	1,063.50
			Medicare	248.71
		MISSIONSQUARE RETIREMENT	Retirement 401%	440.57
			Retirement 401	1,261.61
		LOWE'S	SOLAR LIGHTS (2)	94.96
			COMPOUND SAW	274.55
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	542.98
		CINTAS CORPORATION	WATER DEPT UNIFORMS	115.71
			WATER DEPT FLOOR MATS	5.33
		WEX INC	WATER DEPT FUEL	1,904.59
		AMEREN MISSOURI	6186 FIRE ST WELL 3/2-3/31	2,740.65
			LK RD 54-59 WELL 2/15-3/16	393.54
			BLUFF RD TWR 3/10-4/8/26	575.84
			COLLEGE WELL 2/8-4/7/26	4,084.87
			LK RD 54-59 WELL 3/1-3/30/	186.52
			SWISS VLG WELL 3/1-3/30/26	2,165.39
			COLUMBIA CLG WELL 2/15-3/1	1,459.24
			COLUMBIA TWR POLE 2/15-3/1	252.95
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.91

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Dependent Life Ins	3.91
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	42.00
			Group Life Ins and Buy Up	42.00
			Short Term Disability Ins	56.68
			Short Term Disability Ins	56.68
		GFI DIGITAL	UB PRNTR MAINT 3/11-4/10/2	14.73
			UB PRNTR MAINT 4/11-5/10/2	15.11
		LUTTRELL, JOHN	MILEAGE REIMB - 4/15-4/16/	78.30
		GFL ENVIRONMENTAL	PW EXTRA TRASH PICKUP	25.00
		ELAN CORPORATE PAYMENT SYSTEMS	DRINKS	27.19
			PAPER, ORGANIZER, TRAYS	98.67
			DRINKS	139.73
		OPTUM BANK INC	HSA Contribution No Tax	75.00
			HSA Family/Dep. Contributi	349.50
		HARBOR FREIGHT TOOLS USA INC	PRY BARS, SCREWDRIERS, PL	103.18
			SANDER, SAND PAPER	109.96
		MALONE, JUSTIN	MILEAGE REIMB - 4/18/26	26.10
		HAMEL, KEVIN	MILEAGE REIMB - 3/23/26	31.61
		COOK, COREY	MILEAGE REIMB - 4/3/26	21.75
			TOTAL:	26,677.53

NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	102.74
			Dental Insurance Premiums	146.74
			Dental Insurance Premium	54.00
			Dental Insurance Premium	45.00
			Health Insurance Contribut	203.10
			Health Insurance Contribut	203.10
			Health Insurance Contribut	214.67
			Health Insurance Contribut	214.67
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	10.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	10.68
			Vision Insurance Contribut	18.68
		MO DEPT OF REVENUE	State Withholding	675.63
		INTERNAL REVENUE SERVICE	Fed WH	1,611.07
			FICA	1,466.20
			Medicare	342.89
		MISSIONSQUARE RETIREMENT	Retirement 457 &	400.84
			Retirement 457	83.00
			Retirement Roth IRA	25.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	62.06
			American Fidelity	62.06
			American Fidelity	10.78
			American Fidelity	10.78
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	16.73
			Texas Life After Tax	16.73
		OPTUM BANK INC	HSA Contribution No Tax	197.08
			HSA Family/Dep. Contributi	281.63
			TOTAL:	6,515.86

Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	102.74
			Dental Insurance Premiums	146.74

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premium	54.00
			Dental Insurance Premium	45.00
			Health Insurance Contribut	1,776.00
			Health Insurance Contribut	1,776.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,665.02
			Health Insurance Contribut	1,665.03
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	10.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	10.68
			Vision Insurance Contribut	18.68
		INTERNAL REVENUE SERVICE	FICA	1,466.19
			Medicare	342.90
		MISSIONSQUARE RETIREMENT	Retirement 401%	446.18
			Retirement 401	1,734.97
		LOWE'S	QUIKCRETE, RATCHETING TOOL	204.63
			CABLE TIE	30.36
			HEX KEY, KNIFE, WEATHERSTR	65.94
			ELECTRICAL TAPE, CHANNEL S	109.07
			LIGHT BULB	26.56
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	891.61
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	229.70
			SEWER DEPT FLOOR MATS	5.33
		WEX INC	SEWER DEPT FUEL	2,725.93
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	3,866.58
			4328 HUFFPUFF LN 3/5-3/19/	7.27
			GRINDER PUMPS & LIFT STATI	4,849.78
			GRINDER PUMPS & LIFT STATI	7,117.06
			GRINDER PUMPS & LIFT STATI	3,312.46
			GRINDER PUMPS & LIFT STATI	4,585.21
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	7.15
			Group Dependent Life Ins	7.15
			Group Life Ins and Buy Up	71.34
			Group Life Ins and Buy Up	71.34
			Short Term Disability Ins	78.96
			Short Term Disability Ins	78.96
		GFI DIGITAL	UB PRNTR MAINT 3/11-4/10/2	14.74
			UB PRNTR MAINT 4/11-5/10/2	15.11
		GFL ENVIRONMENTAL	PW EXTRA TRASH PICKUP	25.00
		ELAN CORPORATE PAYMENT SYSTEMS	DRINKS	27.19
			KC LIFT STATION TOUR - FUE	33.83
			KC LIFT STATION TOUR - FUE	45.84
			KC LIFT STATION TOUR - LUN	67.96
			DRINKS	139.74
		OPTUM BANK INC	HSA Contribution No Tax	225.00
			HSA Family/Dep. Contributi	350.25
		HARBOR FREIGHT TOOLS USA INC	CLEAR STACKING BIN, CABLE	50.91
			WRENCHES, HOSE CLAMP	23.97
		TIMM, ZACKARY	MILEAGE REIMB 3/20-3/22/26	179.80
		ZACHRY BELL	CDL TRAINING REIMB - BELL	45.13
			TOTAL:	43,782.79
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Health Insurance Contribut	39.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	39.50
			Dental Insurance Premiums	66.00
			Dental Insurance Premiums	66.00
			Dental Insurance Premium	36.00
			Dental Insurance Premium	36.00
			Health Insurance Contribut	101.55
			Health Insurance Contribut	101.55
			Health Insurance Contribut	80.40
			Health Insurance Contribut	80.40
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
		MO DEPT OF REVENUE	State Withholding	518.00
		INTERNAL REVENUE SERVICE	Fed WH	1,388.45
			FICA	1,210.98
			Medicare	283.21
		MISSIONSQUARE RETIREMENT	Retirment 457 &	445.02
			Loan Repayments	244.66
			Loan Repayments	185.71
			Loan Repayments	29.23
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	40.87
			American Fidelity	40.87
			American Fidelity	79.32
			American Fidelity	79.32
		RSH & ASSOCIATES LLC	COLLECTIONS SHARE	132.33
		OPTUM BANK INC	HSA Contribution No Tax	41.66
			HSA Family/Dep. Contributi	359.16
		ONE TIME VENDOR MEDICO CORP LIFE INS C	AMB REIMBURSEMENT	55.18
			TOTAL:	5,815.87
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Health Insurance Contribut	333.50
			Health Insurance Contribut	333.50
			Dental Insurance Premiums	66.00
			Dental Insurance Premiums	66.00
			Dental Insurance Premium	36.00
			Dental Insurance Premium	36.00
			Health Insurance Contribut	592.00
			Health Insurance Contribut	592.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	8.00
			Vision Insurance Contribut	8.00
		INTERNAL REVENUE SERVICE	FICA	1,210.98
			Medicare	283.21
		MISSIONSQUARE RETIREMENT	Retirement 401%	400.90
			Retirement 401	1,214.34
		CHARTER COMMUNICATIONS HOLDING CO LLC	AMB CABLE	43.24

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AT&T MOBILITY-CELLS	AMB FN AIR CARDS	89.48
			AMB DEPT CELL PHONES	48.30
		WEX INC	AMB FUEL	643.56
		HANDY, FLOYD	BATTERIES FOR SMOKE DETECT	21.54
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	38.25
			Group Life Ins and Buy Up	38.25
			Short Term Disability Ins	51.80
			Short Term Disability Ins	51.80
		ELAN CORPORATE PAYMENT SYSTEMS	MAA MEMBERSHIP	500.00
			INSTRUCTOR TRNG MATERIALS	544.49
		OPTUM BANK INC	HSA Contribution No Tax	75.00
			HSA Family/Dep. Contributi	150.00
		WEAVER, AARON	TRAVEL ADV - WEAVER POCUS	203.47
			TOTAL:	10,415.65

NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.20
			Dental Insurance Premiums	46.20
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	101.55
			Health Insurance Contribut	50.77
			Health Insurance Contribut	128.64
			Health Insurance Contribut	128.64
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	2.75
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	6.40
			Vision Insurance Contribut	6.40
		MO DEPT OF REVENUE	LCF SALES TAX	766.59
			State Withholding	197.40
		INTERNAL REVENUE SERVICE	Fed WH	604.29
			FICA	512.63
			Medicare	119.89
		LEGALSHIELD	Pre-Paid Legal Premiums	9.27
			Pre-Paid Legal Premiums	9.27
		MISSIONSQUARE RETIREMENT	Retirement 457 &	133.21
			Retirement 457	90.00
			Loan Repayments	37.15
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	32.20
			American Fidelity	32.20
			American Fidelity	14.94
			American Fidelity	14.94
		OPTUM BANK INC	HSA Family/Dep. Contributi	55.00
			TOTAL:	3,185.03

Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.20
			Dental Insurance Premiums	46.20
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	296.00
			Health Insurance Contribut	296.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	726.45
			Health Insurance Contribut	363.23
			Health Insurance Contribut	997.76
			Health Insurance Contribut	997.76
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	2.75
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	6.40
			Vision Insurance Contribut	6.40
		AMEREN MISSOURI	LCF RD WELL 3/10-4/8/26	27.58
			LCF RUNWAY LTS 3/1-3/30/26	4.58
			1111 LCF RD 3/1-3/30/26	64.70
			KAISER TERMINAL BLDG 3/10-	518.29
			1111 LCF RD 3/12-4/8/26	50.01
			LCF HANGAR 2 3/10-4/8/26	49.07
			LCF NEW AP HANGR 2 3/10-4/	105.69
		INTERNAL REVENUE SERVICE	FICA	512.63
			Medicare	119.89
		MISSIONSQUARE RETIREMENT	Retirement 401%	152.40
			Retirement 401	565.32
		LOWE'S	LIGHT BULB, TOILET FILL VA	35.23
			SAW BLADE	9.48
		AT&T MOBILITY-CELLS	LCF AP CELL PHONES	24.15
		WEX INC	LCF FUEL	118.19
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.78
			Group Dependent Life Ins	2.25
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	13.15
			Group Life Ins and Buy Up	12.33
			Group Life Ins and Buy Up	12.33
			Short Term Disability Ins	34.04
			Short Term Disability Ins	30.34
		ELAN CORPORATE PAYMENT SYSTEMS	FUEL TRUCK LICENSING	18.10
			SUGAR, CREAMER, COFFEE	96.67
			BATTERY	159.87
		OPTUM BANK INC	HSA Contribution No Tax	37.50
			HSA Family/Dep. Contributi	120.00
			TOTAL:	6,736.00
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	30.80
			Dental Insurance Premiums	41.80
			Health Insurance Contribut	101.55
			Health Insurance Contribut	152.33
			Health Insurance Contribut	32.16
			Health Insurance Contribut	32.16
			Vision Insurance Contribut	2.75
			Vision Insurance Contribut	1.60
			Vision Insurance Contribut	1.60
		MO DEPT OF REVENUE	GG SALES TAX	0.77
			State Withholding	102.60
		INTERNAL REVENUE SERVICE	Fed WH	368.34
			FICA	261.46
			Medicare	61.15
		LEGALSHIELD	Pre-Paid Legal Premiums	14.16
			Pre-Paid Legal Premiums	14.16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MISSIONSQUARE RETIREMENT	Retirement 457 &	31.67
			Retirement 457	60.00
			Loan Repayments	37.36
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	32.26
			American Fidelity	32.26
			American Fidelity	9.96
			AMERICAN FIDELITY	9.96
		OPTUM BANK INC	HSA Family/Dep. Contributi	55.00
			TOTAL:	1,487.86
Grand Glaize Airport	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	30.80
			Dental Insurance Premiums	41.80
			Health Insurance Contribut	726.45
			Health Insurance Contribut	1,089.67
			Health Insurance Contribut	249.44
			Health Insurance Contribut	249.44
			Vision Insurance Contribut	2.75
			Vision Insurance Contribut	1.60
			Vision Insurance Contribut	1.60
		AMEREN MISSOURI	GG AP HANGAR 3/1-3/30/26	51.01
			GG TBLC EXT D 3/1-3/30/26	230.42
			GG AP SHOP 3/1-3/30/26	52.01
			957 AIRPORT RD 3/1-3/30/26	16.17
			GG AP TBLC EXT D 3/1-3/30/	25.86
			GG AP TBLC EXT D 3/1-3/30/	18.06
			GG AP SLEEPY 3/1-3/30/26	87.08
		INTERNAL REVENUE SERVICE	FICA	261.46
			Medicare	61.15
		MISSIONSQUARE RETIREMENT	Retirement 401%	73.98
			Retirement 401	320.41
		LOWE'S	MAILBOX AND NUMBERS	25.57
		AT&T MOBILITY-CELLS	GG AP CELL PHONES	24.15
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.50
			Group Dependent Life Ins	6.31
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	7.89
			Group Life Ins and Buy Up	4.63
			Group Life Ins and Buy Up	28.31
			Short Term Disability Ins	10.36
			Short Term Disability Ins	43.66
		ELAN CORPORATE PAYMENT SYSTEMS	BATTERY	196.55
		OPTUM BANK INC	HSA Family/Dep. Contributi	180.00
			TOTAL:	4,125.35

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
------------	------	-------------	-------------	--------

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

10	General Fund			221,223.67
20	Transportation			28,266.36
30	Water Fund			37,440.36
35	Sewer Fund			50,298.65
40	Ambulance Fund			16,231.52
45	Lee C. Fine Airport Fund			9,921.03
47	Grand Glaize Airport Fund			5,613.21

 GRAND TOTAL: 368,994.80

TOTAL PAGES: 19

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	MARBLE GRAPHICS II LLC	OUTGOING ALDRMN, MAYOR PLA	223.50
			TOTAL:	223.50
City Administrator	General Fund	AMAZON CAPITAL SERVICES INC	MOUSE - D.LAKE	36.29
			TOTAL:	36.29
City Clerk	General Fund	GENERAL CODE LLC	CODE BOOK CODIFICATION	2,156.34
			TOTAL:	2,156.34
City Treasurer	General Fund	AMAZON CAPITAL SERVICES INC	PLANNER, PHONE REST	12.58
			TOTAL:	12.58
Municipal Court	General Fund	STAPLES BUSINESS ADVANTAGE SMITH, GARY L	TONER FOR COURT	91.86
			MARCH MUNICIPAL JUDGE SVCS	1,848.74
			ARPIL MUNICIPAL JUDGE SVCS	1,848.74
			TOTAL:	3,789.34
City Attorney	General Fund	AMAZON CAPITAL SERVICES INC MILLER, TODD	TONER - ATTORNEY PRINTER	104.89
			FEB 2026 ASST PA SVCS	2,500.00
			TOTAL:	2,604.89
Building Inspection	General Fund	AMAZON CAPITAL SERVICES INC	SCREEN PROTECTOR, CASE, CH	166.06
			TOTAL:	166.06
Building Maintenance	General Fund	MARKS MOBILE GLASS INC CINTAS CORPORATION AMAZON CAPITAL SERVICES INC SHERLOCK HOME INSPECTIONS LLC ALL-TYPE VACUUM & JANITORIAL SUPPLY JOHNSON CONTROLS US HOLDINGS INC	RESEAL CH WINDOWS	1,650.00
			CH FLOOR MATS 4/20/26	89.03
			THERMAL CARAFE	56.94
			STEEL TOE SHOES - M.MACAIT	63.00
			MOTION SENSOR LIGHT SWITCH	27.02
			APRIL 2026 CH PEST CONTRL	105.00
			TOILET PAPER	157.12
			NAME PLATES - ALDERMAN, MA	125.06
			2026 SVC AGRMNT -FIRE SFTY	670.00
			TOTAL:	2,943.17
			Parks	General Fund
MOWER TIRE	58.98			
PHONE CASE (2), SCREEN PRT	41.07			
CHIP DISPLAY	18.95			
TOTAL:	470.00			
Human Resources	General Fund	LAKE REGIONAL OCCUPATIONAL MEDICINE LAKE SUN LEADER 81525 & 1586450 MO DEPT OF LABOR & IND RELATIONS AMAZON CAPITAL SERVICES INC PSYCHOLOGICAL RESOURCES STANARD & ASSOCIATES, INC	NEW EMPLOYEE TESTING	75.00
			RANDOM TESTING	300.00
			PN 23887 - INSURANCE RFP	134.00
			PN 23940 - INSURANCE RFP	100.00
			1ST QTR 2026 UNEMPLOYMENT	1,894.00
			EMP APPRECIATION DINNER DE	120.91
			WITE-OUT, STICKY NOTE, FOL	48.37
			PD PYSCH EVAL	250.00
			LAW ENFORCEMENT TESTING	450.00
TOTAL:	3,372.28			
Police	General Fund	PURCELL TIRE & RUBBER CO LEON UNIFORM CO INC	TIRES (4) - PD 26	670.40
			UNIFORM PANTS	307.00
			UNIFORM PANTS	207.00
			UNIFORMS	540.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PSE INSTALLATION	PD19 - SIREN REPAIR	70.00
		LAKE PRINTING COMPANY, INC	BUSINESS CARDS - S.WRIGHT	52.00
		STAPLES BUSINESS ADVANTAGE	COPY PAPER	39.35
			MOUSE AND KEYBOARD	25.81
			LABELS	91.56
		AMAZON CAPITAL SERVICES INC	STORAGE BOXES, BATTERIES	131.97
			FOAM CAGE, FLOWERS-CARSON	142.72
		GFI DIGITAL	PD PRNTR MAINT 5/19-6/18/2	134.02
		CELLEBRITE INC	VIRTUAL CELLEBRITE TRAINER	4,845.00
		ADVEXURE LLC	DRONES (2)	18,461.35
		DETECTACHEM INC	SPECTROMETER	24,191.00
			TOTAL:	49,909.18
911 Center	General Fund	AMAZON CAPITAL SERVICES INC	TRAINING BOOKS - DISPATCH	31.02
			DISPATCH BOOKS/TRAINING MA	111.59
			TOTAL:	142.61
Planning	General Fund	LAKE SUN LEADER 81525 & 1586450	PN23925 - ZONING CASE 430	65.20
			TOTAL:	65.20
Engineering	General Fund	ENVIRONMENTAL SYSTEMS RESEARCH INSTITU CINTAS CORPORATION	GIS SUB 4/23/26-4/22/27	1,850.00
			ENG DEPT UNIFORMS	7.20
			ENG DEPT FLOOR MATS	5.33
			ENG DEPT UNIFORMS	7.20
			ENG DEPT FLOOR MATS	5.33
			ENG DEPT UNIFORMS	7.20
			ENG DEPT FLOOR MATS	5.33
		AMAZON CAPITAL SERVICES INC	SCRN PRTCTR, CASE, CHRГ BL	15.39
			PLATES, TRASH BAGS	17.36
			BINDERS, PENS	6.25
			PLATES, COAT RACK	15.86
			STAMP, RECEIVED STAMP	8.92
		GFI DIGITAL	PW PRNTR MAINT 5/19-6/18/2	33.51
			TOTAL:	1,984.88
Information Technology	General Fund	TYLER TECHNOLOGIES INC	EXECUTIME SUB 05/2026-12/2	7,702.89
		TOWNER ELECTRONICS INC	REPAIR - ANALOG TO DIGITAL	1,430.00
		HUBER & ASSOCIATES, INC	APRIL MANAGED SVCS	8,100.00
			CORE SWITCH UPGRADE	19,164.98
			TOTAL:	36,397.87
Economic Development	General Fund	AMAZON CAPITAL SERVICES INC	OZARK LAW PREMIERE SUPPLIE	23.94
		COLUMBIA CAPITAL MANAGEMENT LLC	INVESTMENT MNG SVCS - 03/2	2,700.00
			TOTAL:	2,723.94
Transportation	Transportation	UNITED RENTALS (NORTH AMERICA) INC	ENGINE AND HYD FILTERS - K	879.92
			CONCRETE BUGGY	3,166.66
			SELF POWERED MOWER	1,345.53
			OIL FILTER/CHANGES- KUBOTA	814.22
			BACKHOE REPAIR	9,087.97
			PARTS	695.42
			FILTERS - PATCHER	222.42
			FILTERS - ROLLER	629.90
			FILTER - BOBCAT	227.62
			MAINT - COMPRESSOR	521.00
		RP LUMBER INC	LUMBER FOR CHECK #7021	14.24

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MO DEPT OF PUBLIC SAFETY	AIR COMPRESSOR PRESSURE TE	40.00
		ECONO SIGNS & BARRICADE LLC	FLASHER SIGN (2)	3,316.47
		O'REILLY AUTOMOTIVE STORES INC	COOLANT HOSE, CLAMPS	22.14
		LAKE SUN LEADER 81525 & 1586450	PN23921 - 1270 PROCTOR BID	126.00
			PN23924 PAVEMENT RESURFACE	118.80
			PN23922 MICRO SURFACING	118.80
			PN23927 - DEICING SALT BID	89.60
		SASCO PAVEMENT COATINGS INC	HEATED HOSE, AUTOSTOP SWIT	4,753.54
		CROWN POWER & EQUIPMENT	WASHER AND BLADE	29.04
			TRACKS	3,289.84
		CLARK TIRE	FOAM FILL FOR ZERO TURN MO	350.00
		MAGRUDER LIMESTONE CO INC	4-6" CLEAN	362.74
			4-6" CLEAN, SHOT ROCK	4,412.65
			4-6" CLEAN, 1" MINUS	2,042.53
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	121.44
			TRANS DEPT FLOOR MATS	5.33
			TRANS DEPT UNIFORMS	121.44
			TRANS DEPT FLOOR MATS	5.33
			TRANS DEPT UNIFORMS	112.88
			TRANS DEPT FLOOR MATS	5.33
		PARKWAY PLAZA TIRE	U JOINTS - TRK 7021	1,134.63
		MEYER ELECTRIC CO INC	REPLACE BREAKAWAY, POLE	5,863.90
		MIDWAY RENTAL & SALES	NORTON CLIPPER SAW	1,667.00
		WILLARD ASPHALT PAVING INC	ASPHALT MIX	244.00
		AMAZON CAPITAL SERVICES INC	SCRN PRTCTR, CASE, CHRГ BL	46.19
			PUMP SPRAYER, PLIER SET, K	146.33
			PLATES, TRASH BAGS	17.36
			BINDERS, PENS	6.25
			PUMP SPRAYER	119.97
			MOUNT HITCH FOR DUMP TRKS	719.76
			PLATES, COAT RACK	15.86
			STAMP, RECEIVED STAMP	8.93
		MO DEPARTMENT OF CORRECTIONS	WORK AGREEMENT 3/10-4/10/2	628.46
		WEAVERS TIRE SERVICE LLC	MOWER TIRE REPAIR	62.50
		GFI DIGITAL	PW PRNTR MAINT 5/19-6/18/2	33.50
		COUNTRY CORNER SMALL ENGINE	TIRE REPAIR - ZERO TURN MO	980.00
		PORTERS ACE	TANK SPRAYER	75.98
		WOOD SHED LUMBER	TORCH KIT	124.99
			FASTENER, BIT	55.03
		FIRST AID CORP	DECAL REMOVER, PAINT REMOV	378.06
		SWARCO INDUSTRIES LLC	SIGN SUPPLIES & ROAD MARKI	5,413.25
		PECK VENTURES INC	CRACK FILL	3,690.00
		MARTIN EQUIPMENT OF ILLINOIS INC	JOHN DEERE TRACTOR	29,966.67
			TOTAL:	88,447.42
Water	Water Fund	UNITED RENTALS (NORTH AMERICA) INC	CONCRETE BUGGY	3,166.66
			SELF POWERED MOWER	1,345.53
		MIDWEST BLOCK & BRICK	BLOCK	20.88
		D&R MATERIALS	TOPSOIL	104.40
		LAKE SUN LEADER 81525 & 1586450	PN23923 - WATER/SEWER SVC	69.40
		POSTMASTER	APR 2026 UTILITY BILL POST	625.00
		CORE & MAIN LP	WLK BEHIND SAW BLADES, RED	1,662.57
			REDUCER	275.38
			GREEN, BLUE MARKING PAINT	165.60
		SOUTHWEST STONE SUPPLY INC	TOPSOIL	118.08
		CINTAS CORPORATION	WATER DEPT UNIFORMS	115.71

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			WATER DEPT FLOOR MATS	5.33
			WATER DEPT UNIFORMS	115.71
			WATER DEPT FLOOR MATS	5.33
			WATER DEPT UNIFORMS	115.71
			WATER DEPT FLOOR MATS	5.33
		PARKWAY PLAZA TIRE	OIL CHANGE, BRAKE PADS-TRK	275.87
		MIDWAY RENTAL & SALES	NORTON CLIPPER SAW	1,667.00
			NORTON CLIPPER SAW	1,319.00
		AMAZON CAPITAL SERVICES INC	SCRN PRTCTR, CASE, CHRГ BL	46.18
			PLATES, TRASH BAGS	17.36
			BINDERS, PENS	6.25
			PLATES, COAT RACK	15.86
			STAMP, RECEIVED STAMP	8.92
		GFI DIGITAL	PW PRNTR MAINT 5/19-6/18/2	33.50
		MARTIN EQUIPMENT OF ILLINOIS INC	JOHN DEERE TRACTOR	29,966.67
			TOTAL:	41,273.23
Sewer	Sewer Fund	UNITED RENTALS (NORTH AMERICA) INC	CONCRETE BUGGY	3,166.68
			SELF POWERED MOWER	1,345.53
			MINI EXCAVATOR RENTAL	524.88
		USABLUBOOK	STEP REAR EXIT PLATFORM	1,729.48
			HACH RUGGED KIT	4,551.02
			SUCTION HOME	78.95
		MUNICIPAL EQUIPMENT CO	PANEL KIT	6,612.10
			MINI-FLOAT	2,436.80
			MINI FLOAT	2,489.00
			FRONT MOUNT NC, TERM BLOCK	2,301.41
		LAKE SUN LEADER 81525 & 1586450	PN23923 - WATER/SEWER SVC	69.40
		POSTMASTER	APR 2026 UTILITY BILL POST	625.00
		LO-OB JOINT SEWER PLANT	MARCH MONTHLY FLOWS	44,181.39
			MARCH MONTHLY FLOWS	28,141.41
		BOWLING ELECTRIC MACHINE	CAPACITOR	600.00
			5 AMP FUSE	505.00
		BUTLER SUPPLY CO	GROUND CLAMP, MAIN BREAKER	635.30
			50 AMP BREAKER	39.48
		CORE & MAIN LP	HYDRANT, VALVE KEY	6,225.30
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	192.69
			SEWER DEPT FLOOR MATS	5.33
			SEWER DEPT UNIFORMS	192.69
			SEWER DEPT FLOOR MATS	5.33
			SEWER DEPT UNIFORMS	192.69
			SEWER DEPT FLOOR MATS	5.33
		LO ENVIRONMENTAL LLC	WATER TEST - 455 WALKER CA	30.00
		MIDWAY RENTAL & SALES	NORTON CLIPPER SAW	1,667.00
		MCINTIRE MANAGEMENT GROUP	CARBON FILTER CANISTER	3,991.38
			AIR VALVE	1,485.00
		AMAZON CAPITAL SERVICES INC	ADAPTER, CAMLOCK FITTING	173.24
			SCRN PRTCTR, CASE, CHRГ BL	46.19
			COUPLINGS AND FITTINGS	90.76
			CAMLOCK FITTINGS	167.40
			PLATES, TRASH BAGS	17.36
			BINDERS, PENS	6.25
			RECOIL STARTER ASSEMBLY	46.55
			PLATES, COAT RACK	15.87
			CAMLOCK FITTINGS	39.60
			STAMP, RECEIVED STAMP	8.93

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		REEVES-WIEDEMAN COMPANY	CHECK VALVE	279.80
			PVC CEMENT	7.25
			UNION VALVE, ADAPTER, BUSH	1,229.22
		GFI DIGITAL	PW PRNTR MAINT 5/19-6/18/2	33.51
		GREEN PRO SOLUTIONS	GRANULAR NEEDLES	1,018.56
		ARMOR EQUIPMENT	LIFT FOR SEWER CAMERAS	6,159.52
		TOTAL TOOL SUPPLY INC	FUEL CORE	7,465.74
		HEARTLAND ENVIRONMENTAL DISTRIBUTORS,	ODOR CONTROL BUGS	15,000.00
		WOOD SHED LUMBER	CLAMP, COUPLING	96.03
		TREKK DESIGN GROUP LLC	WO 1 - CCTV INVESTIGATION	6,373.20
			WO 2 - SMOKE TESTING& SRF	7,552.00
			WO 1 - CCTV INVESTIGATION	13,891.33
			WO 2 - SMOKE TESTING & SRF	1,093.00
		MARTIN EQUIPMENT OF ILLINOIS INC	JOHN DEERE TRACTOR	29,966.66
			TOTAL:	204,803.54

Ambulance	Ambulance Fund	STAPLES BUSINESS ADVANTAGE	COPY PAPER	39.35
			TOTAL:	39.35

Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	LCF EQUIP CHRG & SATELITTE	60.00
		PLATINUM CLEANING SOLUTIONS LLC	AP JANITORIAL SVCS 4/10/26	192.50
			AP JANITORIAL SVCS 4/17/26	192.50
			AP JANITORIAL SVCS 4/24/26	192.50
			TOTAL:	637.50

Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	GG EQUIP CHRG & SATELITTE	60.00
		O'REILLY AUTOMOTIVE STORES INC	ANTI FREEZE	21.98
		PLATINUM CLEANING SOLUTIONS LLC	AP JANITORIAL SVCS 4/10/26	120.00
			AP JANITORIAL SVCS 4/17/26	120.00
			AP JANITORIAL SVCS 4/24/26	120.00
			TOTAL:	441.98

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

10	General Fund	106,998.13
20	Transportation	88,447.42
30	Water Fund	41,273.23
35	Sewer Fund	204,803.54
40	Ambulance Fund	39.35
45	Lee C. Fine Airport Fund	637.50
47	Grand Glaize Airport Fund	441.98

	GRAND TOTAL:	442,641.15

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 7, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Cary Patterson, City Planner

Agenda Item:

Bill 26-41 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Camoin Associates for the Independent Economic & Market Analysis in an amount not to exceed \$49,935. *Second Reading.*

Requested Action:

Second Reading of Bill #26-41

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:

Yes - 10-21-733800

Budget Line Information (if applicable):

Budget Line Item/Title: 10-21-733800 Professional Services

FY2026 Budgeted Amount:	\$93,000.00 (\$55,000 for this study)
FY2026 Expenditures to Date (4/9/2026):	(\$ 24,000.00)
FY2026 Available:	\$69,000.00
FY2026 Requested Amount:	\$49,935.00

Department Comments and Recommendation:

The City issued an RFP for a Business Sector Analysis and received six proposals, with costs ranging from \$44K to \$69K. This work is intended to bring clarity and direction to how Osage Beach approaches Economic Development and City Planning.

The goal is straightforward. Move from a reactive approach to a disciplined, data-driven plan that defines where we focus, what we pursue, and how we grow. It will also serve

as a key input into the Comprehensive Plan update so both efforts are aligned.

We've had ongoing discussions around growth, redevelopment, and business attraction while seeing increased investment and interest in the area. To date, decisions have largely been made case by case. This study provides a framework to step back, assess the full picture, and make more informed decisions.

It impacts businesses, investors, residents, and our workforce, and requires alignment across City departments. Acting now allows us to shape growth instead of reacting to it.

City Attorney Comments:

Per City Code 110.230, Bill 26-41 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 7, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Mikeal Bean, IT Manager

Agenda Item:

Bill 26-47 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a three (3) year agreement with Communication Square to purchase Microsoft 365 Licenses. *Second Reading.*

Requested Action:

Second Reading of Bill #2026-47

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:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10-19-733610 Maintenance & Support

FY2026 Budgeted Amount:	\$340,500
FY2026 Expenditures to Date (04/08/2026):	(\$114,650)
FY2026 Available:	\$225,850
FY2026 Requested Amount:	\$44,604.96

Department Comments and Recommendation:

In 2025, the City issued an RFP for Microsoft 365 licensing as part of our transition away from our previous managed service provider. Through that competitive process, Communication Square was unanimously selected as the awarded vendor. Under that agreement, we purchased one year of Microsoft 365 licenses along with one year of support.

As we approach the end of that term, I am requesting Board approval under Section 135.070(B)(1)(b) – Sole Source Procurement – to enter into a new three-year

agreement with Communication Square, with the option for the City to extend the contract for an additional two years if the City decides its advantageous. This section permits sole-source procurement when a vendor has demonstrated a proven track record with the City and when continued consistency is in the City's best interest. Maintaining our relationship with Communication Square ensures the City retains a trusted, proven, reliable partner, which is paramount to our IT security posture. Additionally, this agreement allows us to purchase Microsoft 365 licenses at a reduced cost compared to buying directly from Microsoft. This agreement includes a 5% increase in Microsoft license costs in years two and three. Even with this adjustment, the pricing remains extremely competitive. In recent years, Microsoft has implemented increases of 8% on some licensing categories, meaning this agreement helps shield the City from larger direct-vendor price escalations. Purchasing directly from Microsoft would cost the City \$46,920 for the 130 licenses, whereas obtaining the same number licenses through Communication Square totals \$38,158.30, representing significant savings. Including the \$5,000 support component, the total cost at \$43,158.30 for the first year through Communications Square.

The Basic Support Plan through Communication Square gives us the following:

Core Services:

- Microsoft 365 and Office 365 licensing optimization
- Support for breaking or work-blocking issues with M365 or Office 365 products
- Proactive monitoring for security threats and alerts
- Resolution of critical/high-severity security threats and alerts

With the number of licenses needed changing based on lots of factors such as employee count and other extenuating factors, I am requesting that the Board approve an additional \$1,446.66 to provide flexibility for any new employees who may require licenses over these years. These 3 additional E1 licenses and 3 additional E3 licenses would only be purchased if necessary. This would set the approved amount for year one at up to \$44,604.96, year two at up to \$46,512.88, and year three at up to \$48,516.19. The one-year renewal of our Microsoft 365 licensing was discussed and approved during the budget process. The IT Department recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 26-47 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.



PROCLAMATION

PEACE OFFICERS MEMORIAL DAY MAY 15, 2026 AND NATIONAL POLICE WEEK MAY 11-16, 2026

WHEREAS, the Congress and President of the United States have designated May 15th as Peace Officers Memorial Day, and the week in which May 15th falls as National Police Week; and

WHEREAS, the members of the Osage Beach Police Department play an essential role in safeguarding the rights and freedoms of Osage Beach; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency and that members of our law enforcement agency recognize their duty to serve people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the Osage Beach Police Department unceasingly provide a vital public service.

NOW, THEREFORE, I, Richard Ross, Mayor, call upon all citizens and all patriotic, civic, and educational organizations to observe the week of May 11th through May 16th as **National Police Week** in Osage Beach and publicly salute the service of law enforcement officers in our community and communities across the nation. I further call upon all citizens of Osage Beach to observe May 15, 2026, as **Peace Officers Memorial Day** in honor of all fallen officers and their families.

In witness thereof, I Richard Ross, Mayor have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 7th day of May 2026.

Richard Ross, Mayor

ATTEST:

Tara Berreth, City Clerk



PROCLAMATION

NATIONAL EMERGENCY MEDICAL SERVICES WEEK

MAY 17-23, 2025

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, firefighters, educators, administrators, emergency nurses, emergency physicians, and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE, I, Richard Ross, Mayor, in recognition of this event do hereby proclaim the week of May 17-23, 2026, as

EMERGENCY MEDICAL SERVICES WEEK

With the theme, EMS Strong Called to Care I encourage the community to observe this week with appropriate programs, ceremonies, and activities.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 7th day of May 2026.

Richard Ross, Mayor

ATTEST:

Tara Berreth, City Clerk



**PROCLAMATION
NATIONAL PUBLIC WORKS WEEK**

MAY 17-23, 2026

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collections; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, I, Richard Ross, Mayor of the City of Osage Beach, do hereby proclaim the week of May 17 through May 23, 2026, as

“National Public Works Week”

in the City of Osage Beach, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort and quality of life.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Osage Beach to be affixed this 7th day of May 2026.

Richard Ross, Mayor

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 7, 2026
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:

Motion to approve the Special Use Permit Case 418: GT Interests LLC is Requesting a SUP to construct a residential development in a Commercial Zone

Requested Action:

Motion to approve of SUP Case 418.

Ordinance Referenced for Action:

Special uses require Board of Aldermen approval per Municipal Code Chapter 405 Zoning Regulations

Deadline for Action:

Budgeted Item:

No

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

See enclosed information. The Planning Commission reviewed the request at their meeting on April 14, 2026, and have forwarded it to the Board with a unanimous recommendation for approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

**PLANNING DEPARTMENT
REPORT TO
PLANNING COMMISSION**

Date:	April 14, 2026	Case: 418
--------------	----------------	------------------

Applicant: GT Interests LLC.

Location: Subject property is located on the northwest corner of Highway 42 and Norwood Road.

Petition: Special Use Permit to allow residential development in a Commercial District.

Existing Use: Vacant commercial property.

Zoning: C-1 (General Commercial)

Tract Size: 5.8 acres

	<u>Surrounding Zoning:</u>	<u>Surrounding Land Use:</u>
<u>North:</u>	C-1 (General Commercial)	Funeral Facility
<u>South:</u>	C-1 (General Commercial)	Highway 42 Commercial Corridor
<u>East:</u>	N/A	Industrial unincorporated Miller County
<u>West:</u>	I-1 (Light Industry)N/A	Highway 42 Commercial Corridor

**The Osage Beach Comprehensive Plan
Designates this area as appropriate for:** Commercial

<u>Rezoning History</u>	<u>Case #</u>	<u>Date</u>
--------------------------------	----------------------	--------------------

None

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

Access: Property will be accessed via Highway 42 and Norwood Road

Analysis:

1. The applicant is the owner of the property in question.
2. The character of the area is mixed, containing mostly commercial and industrial uses.
3. The request is for a Special Use Permit to develop a rental residential use on the property that would include triplex type facilities. To accomplish this, the development will be regulated with the use and construction requirements established for the R-3 (Multi-Family) Zoning District.
4. The development will contain a maximum of fifty total units, constructed on one, 5.8-acre, parcel of land. The homes will be rental units that will not be able to be sold separately because they will not be on individual lots. They will have a common parking lot facility similar to an apartment complex. A concept drawing has been included for the purposes of showing the ideology of the request, but a complete, engineered site development plan will be required, prior to construction beginning, if the request is approved.

Department Comments:

The Comprehensive Plan recommends this property be used for commercial development. It is, however, worth considering a high density residential rental development, such as this, on these types of second-tier properties from the Highway 42 commercial corridor. The accessibility and visibility of the property does not lend to high traffic commercial development, while allowing the development of rental dwellings can provide a use that works well with the surrounding uses. I believe this proposal can be a benefit to the community and the property owner.

In a situation such as this, where the subject property is zoned commercial, I typically recommend going the route of the Special Use Permit as opposed to a straight rezone of the property. In situations like this, once the developers and their team get into the diligence and design phase of the project, it is not uncommon to find that the costs of development become cumbersome causing the property owner to reverse course. With commercial property, if that were to happen, it is better for the property owner and the City to have maintained the commercial zoning so that other opportunities for development can be reviewed.

With that in mind, the Planning Department recommends approval of this request for a Special Use Permit with the following regulations and requirements:

Permitted Uses:

Residential Uses shall conform to use, and construction requirements established for the R-3 (Multi-Family) Zoning District.

A maximum of fifty separate units will be allowed to be constructed per the required “Final Development Plan”.

There will be a thirty-day minimum requirement for all rental units.

The units cannot be sold to separate individuals establishing separate ownership of the units. All of the units will be constructed on the common parcel with no dwellings on individual lots.

Commercial uses can be developed on the subject property until construction begins on the residential uses allowed by this Special Use Permit. If a commercial use is established on any portion of the property, regulated by this Special Use Permit, the Special Use Permit will be deemed discontinued, and the residential uses allowed by this Special Use Permit will not be allowed to be developed without an amendment to the approved Special Use Permit being approved by the Osage Beach Board of Aldermen.

Construction:

Construction shall be in accordance with the International Building Code and all other pertaining construction codes as adopted by the City of Osage Beach at the time a building permit is issued for each individual facility.

Bulk, Area, and Height Requirements:

Shall be in conformance with the International Building Code, the use and construction requirements established for the R-3 (Multi-Family) Zoning District, and the approved Final Development Plan.

Dimensional Requirements:

Shall be in conformance with the International Building Code and the use and construction requirements established for the R-3 (Multi-Family) Zoning District

Public Facilities:

Complete engineering and development plans, for any required public improvements, will be submitted as part of the permitting process. Those plans will be reviewed by a select engineering professional, hired by the City, to assure conformance with the Osage Beach Design Guidelines and the infrastructure shall be constructed as per the approval of the engineer and the City's Public Works Director.

Access:

Access shall be derived from approved entrances from Highway 42 and Norwood Road.

Parking:

All development shall adhere to Osage Beach off-street parking requirements at the time that it is constructed.

Buffering and Screening:

Shall conform to use, and construction requirements established for the R-3 (Multi-Family) Zoning District.

Exterior Lighting:

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 or proposed residential area(s). Additionally, all exterior lighting shall be arranged and shielded to confine all direct light rays within the boundaries of the subject property.

Signage:

The applicant will be required to get a sign permit from the city. At such time that an application is filed, a site plan and engineering will be submitted to assure the signs compliance with the city's sign code for on premise residential signage.

Maintenance of Open Space and Common Areas:

The maintenance of common area and facilities within the district shall be the responsibility of the property owner(s) and/or the property management administrators.

Platting:

All platting of property will be required to be in conformance with the Osage Beach Subdivision Code.

Final Development Plan:

A complete, engineered Final Development Plan shall be prepared by a professional engineer and submitted for the City's review. This plan will meet all requirements needed for permitting the site development and construction of the complete project.



NORTH

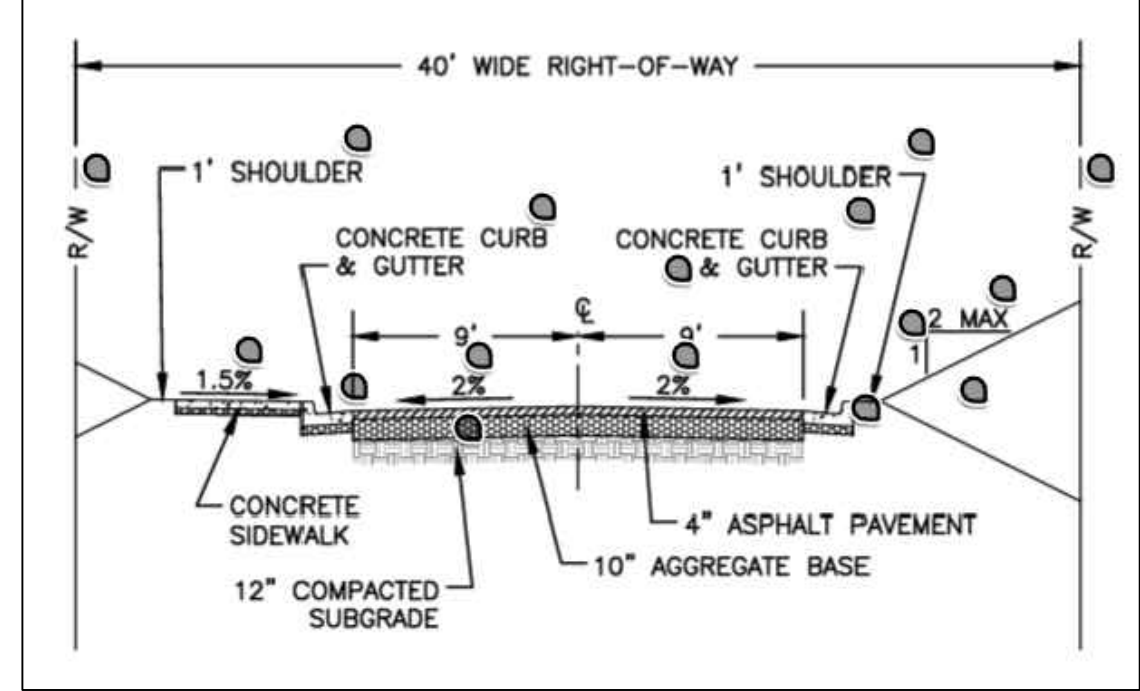
**SUP Case
418 Location Map**



DRAFT: NOT FOR CONSTRUCTION



Location Map



1 Road Detail
C-2

Project Summary

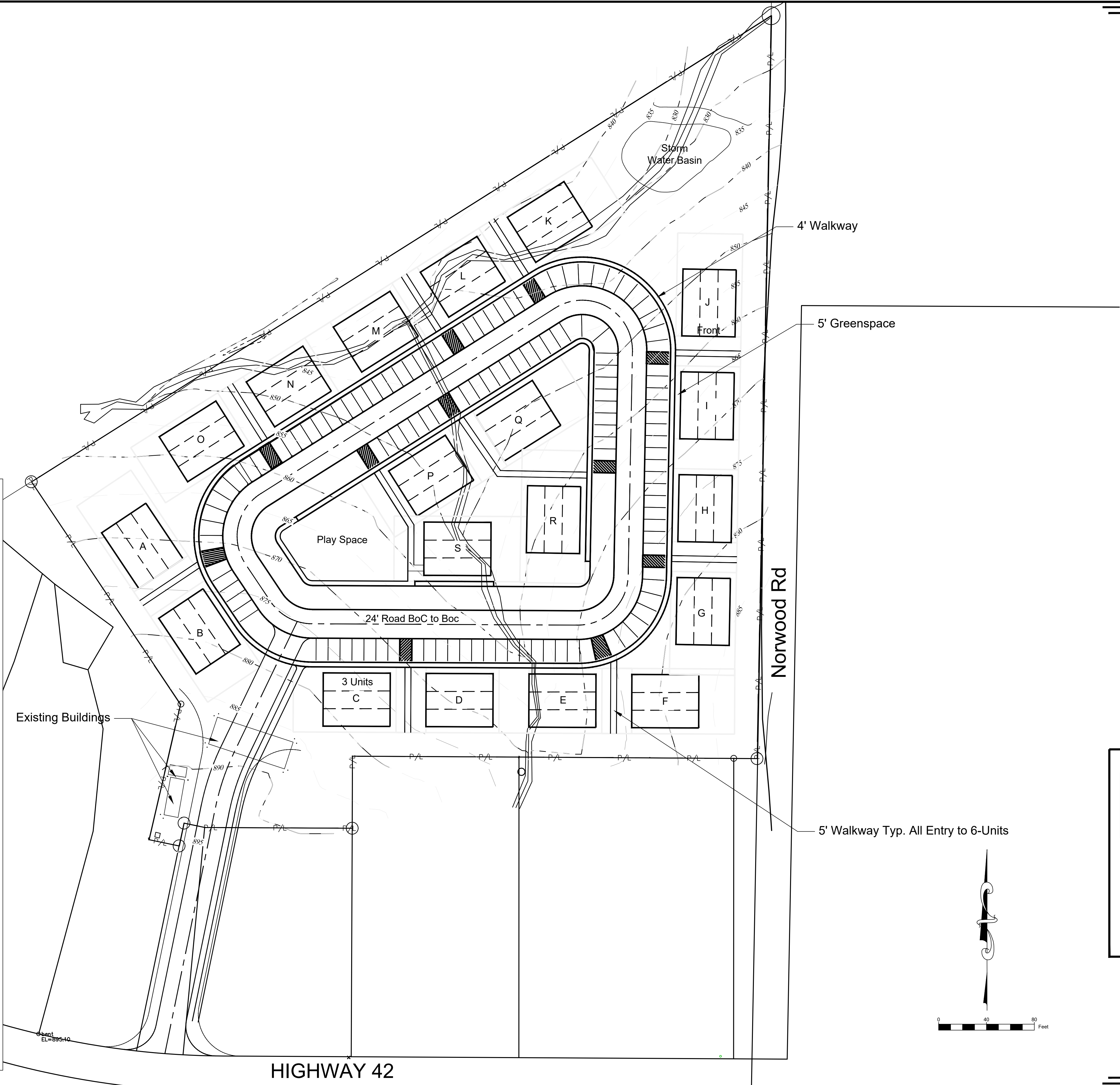
Proposed Bldgs: 19
Proposed Units: 57 units (3 Units per Bldg)
Parking Required: 114
Parking Provided: 114+
ADA Spaces: 5 Spaces
(1 Van Space)

Acreage: 5.8
Existing Zoning: C-1
Min. Lot Size: 7,500 ft²
Max Coverage 75%
Coverage is Primary Structure Only

Building Coverage:
(20x2, 114ft²)=42,280ft²
Proposed Coverage:
42,280ft²/(5.8x43,560)=0.17 (17%)

Setbacks: Front-25', Side-5', Rear-30'

Play Space Required
1,000 ft² + (48-4) (60) = 3,640 ft²
Play Space Provided: 3,700 ft² +



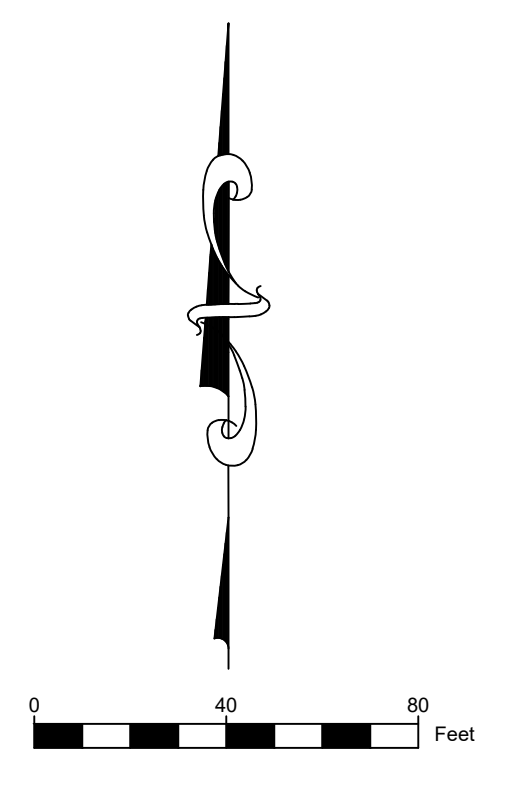
Luke Thompson Triplex
Site Plan
1"=40ft



MARSCHKE ENGINEERING
5610 Alona Point
Osage Beach, MO 65065
matt.m@mwec.us
Telephone: 573-216-0066
www.mwec.us

Plot: 2/23/2026 3:09:35 PM
MO Corp: 2001015503
Expires 12/31/2023

C-2



D:\C:\MARCHE\Marschke_Engineering - Documents\Projects\Current\Luke Thompson Triplex Master 3.dwg
SAVE DATE: 2/23/2026 2:59:42 PM PLOT DATE: 2/23/2026 3:09:35 PM
1/2"
95.67'



Date Received: 3/20/23
Case #: 418 SVP

REZONING/SPECIAL USE PERMIT APPLICATION

1. Name of property owner: GT Interests LLC Phone: 573-280-8541
Address: 454 HWY 42 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:

Luke Thompson, 454 HWY 42, Osage Beach, MO 65065, 573-280-8541

Gay Thompson, 454 HWY 42, Osage Beach, MO 65065

2. Name of landowner's representative, if different from above: Matthew Marschke Phone: 573-216-0066
Address: 5625 Alona Point City: Osage Beach State: MO Zip: 65065

3. All correspondence relative to this application should be directed to whom? Matthew Marschke and The Thompsons
Address: City: State: Zip:

4. General location of property to be rezoned or for which special use permit is sought (include street numbers for existing structures):
Address: 446 HWY 42 City: Osage Beach State: MO Zip: 65065

5. Do you have a specific use proposed for this property? Yes No
Explain all uses: Multi Family Residential

6. Area of property in square feet or acres: 5.8 acres

7. Current zoning classification: C-1

8. Sources of utilities: Water: City Gas: Summit
Sewer: City Electric: Ameren

9. Proposed zoning classification: No change in zoning. Special use permit requested for multi family residential.

10. How long have you owned this property? 19 years, 1/26/2007

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

12. Current use of all property adjacent to subject property: North: Residential, single family
South: Commercial East: Commercial/Undeveloped West: Residential, single family

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:

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?

Multiple properties along southern boarder of property. Existing structures no special use needed.

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 is adequate utilities. The proposed impact to Highway 42 will be through an existing driveway.

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

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):

Affordable residential housing is in great demand and is required to keep our housing stock diverse for generations

Notary Information

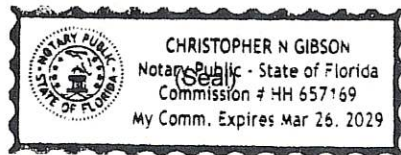
State of ^{Florida} Missouri }
County of ^{Marion} Camden } ss

I, Ray C. Thompson, 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: Ray C. Thompson Date: 3/18/26

Subscribed and sworn to before me on this 18th day of March, 20 26

Notary Public: [Signature]
My Commission Expires: Mar 26, 2029



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



Jurat Certificate

State of Florida

County of **Marion**

Sworn to (or affirmed) and subscribed before me this **18th** day of **March**, 20 **24**, by means of physical presence or online notarization **Gay C Thompson** (name of person making statement).

Personally known to me

Produced Identification

Type of Identification Produced **Florida Driver License**

Notary Signature

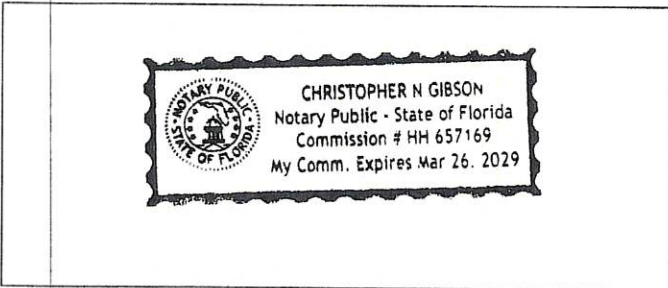
Title

Notary Public

My appointment expires

Mar 26, 2029

Place Seal Here



Description of Attached document

Type or Title of Document

City of Osage beach Planning Department

Document Date

03/18/2026

Number of Pages

1

Signer(s) Other Than Named Above

None



Midwest Engineering Company LLC
(DBA Marschke Engineering, LLC in
Illinois)
415 E. Vandalia Street
Edwardsville, IL 62025

5610 Alona Point
Osage Beach, MO 65065
(573) 216-006

March 16, 2026

RE: GT Interests, LLC, Proposed, Triplex Project, 57 Units

Dear Mr. Patterson,

I'm pleased to present a project that will provide the city much needed affordable housing within the city limits of Osage Beach. The proposed plan allows the use of a factory produced field erected housing units.

The units would connect to the world from an existing permitted commercial driveway cut through a commercial property owned by the applicant on to Highway 42. This intersection provides adequate line of sight, making it a safe location for the added trips per day expected from this development.

The city water system is ample in the area with adequate pressure. An existing 12-inch water main is installed along Highway 42 provides enough flow and pressure to provide fire flow within and around the proposed units shown on the site plan.

Sewer is a bit of a pump, but reasonable with modern day equipment and design considerations.

Electric and gas and data are adequate and available at the location as well.

Stormwater will be mitigated as required by the existing City of Osage Beach requirements to prevent an increase in flow to the downstream landowners to the North.

Please find the enclosures required. Please advise the permit fee after review.

Respectfully,

Matthew J. Marschke, P.E.

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 7, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Cary Patterson, City Planner

Agenda Item:

Public Hearing - Rezoning Case 428: Grand Teton Mountain LLC and Jessica Prewitt are requesting a rezoning of a tract of land from R-3 and C-1 to C-1 with an E3 Overlay.

Requested Action:

Public Hearing

Ordinance Referenced for Action:

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

City Attorney Comments:

City Administrator Comments:

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 7, 2026
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:

Motion to approve Rezoning Case 428: Grand Teton Mountain LLC and Jessica Prewitt are requesting a rezoning of a tract of land from R-3 and C-1 to C-1 with an E3 Overlay.

Requested Action:

Motion to approve Rezoning Case 428

Ordinance Referenced for Action:

Rezoning requests require Board of Aldermen approval per Municipal Code Chapter 405 Zoning Regulations

Deadline for Action:

Yes - (90 day rule)

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Department Comments and Recommendation:

See enclosed information. The Planning Commission reviewed the request at their meeting on April 24, 2026, and have forwarded it to the Board with a unanimous recommendation for approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

**PLANNING DEPARTMENT REPORT
TO THE
PLANNING COMMISSION**

Date:	April 14, 2026	Case Number:	428
--------------	----------------	---------------------	-----

Applicant: Grand Teton Mountain Investments, LLC & Jessica Prewitt

Location: 2000' from Osage Beach Pkwy on Sunset Dr.
(Best way to view the property is from Backwater Jacks Parking Lot)

Petition: Rezoning from R-3 (Multi Family) and C-1 (General Commercial) to C-1 (General Commercial) with an amended E-3 Overlay to include a hotel in addition to the permitted uses and requirements in E Overla 417

Existing Use: Vacant

Existing Zoning: R-3 (multi-family) and C-1 (General Commercial) with an E-3 Overlay for an Amphitheatre and accessory uses.

Tract Size: Approximately 4.85 acres

	<u>Surrounding Zoning:</u>	<u>Surrounding Land Use:</u>
<u>North:</u>	A-1	Vacant
<u>South:</u>	C-1and R-3	Lake Front Restaurant and Entertainment Venue
<u>East:</u>	A-1	Vacant
<u>West:</u>	C-1 General Commercial	Commercial Restaurant Use

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

<u>Rezoning History</u>	<u>Date</u>
399 A-1 to C-1b	9/17
406 C-1b to C-1 E-3	7/20
417 Amended E-3	3/22

Utilities

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

Access: Property derives access via Beach Drive

Analysis:

1. The applicants are the owners of the 4.85-acre parcel in question. They are asking to rezone a portion of the property from R-3 Multi-Family and C-1 (General Commercial) to C-1 with the expansion of the existing E-3 overlay to make a proposed hotel part of the existing Overlay District. This will require the hotel to meet the regulations of the Overlay District pertaining to impact on properties outside the Overlay District. The hotel itself will become part of the sound buffer from adjacent properties and will not itself be a noise-receiving problem, as it will be part of the district.
2. As part of the growth of the property and the intensity of the uses that were proposed, the City required Beach Drive to be rebuilt to the level of commercial collector to handle current and future development and the increased traffic they will cause. The reconstruction/relocation of Beach Drive has been completed and will have no problem handling the traffic from the proposed hotel.

Department Comments and Recommendation:

The primary intent of E-zones is to regulate outdoor activities that could adversely affect adjacent properties, both commercial and residential. The character of this corridor is mixed, with the vast majority of the adjacent properties being undeveloped with a mixture of Commercial, Residential, and Agricultural zones. It is no surprise that this area continues to show a pattern of growth with a good amount of developable property, good accessibility, and a blossoming entertainment venue to act as the primary draw in close proximity.

In this situation, we have a hotel facility that wants to take advantage of the activity provided by the primary uses within the Overlay District. Adding the proposed hotel to the overlay district will exempt it from the noise requirements within the district that are present to protect the surrounding properties.

The property is recommended for Moderate Density Residential, which is defined by the Comprehensive Plan as 5-13 units per acre. This would allow more than 200 residential units to be built on the property if it were doable. The issue with this property and it ultimately being used for residential purposes, is twofold. The first issue is developmental constraints from both topography and accessibility. Second is its relative location to Backwater Jacks. These issues make this property excessively difficult to establish single- or two-family homes because of relative cost and salability.

With the subject property being surrounded largely by undeveloped agriculture, commercial, or high-density multi-family zoned property, the Planning Department would recommend that this request be approved subject to the following provisions and conditions:

Permitted Uses: The proposed hotel in addition to the established uses permitted by E Overlay 417.

Construction Requirements: All construction will be in conformance with the codes that are adopted by the city at the time that a Building Permit is requested for any portion of the development that a permit is required.

Parking: Will be required to meet the City Code governing off street parking for such a use. The appropriate number will be reached using land-based parking lot spaces only.

There will be no parking allowed along the roadways of Beach Drive or Sunset Drive. Any vehicles found parked in these locations will be subject to tow.

Facility access, ingress, and egress: The proposed hotel facility will derive access from Beach Drive

Signage: Signage for the proposed hotel will be required to meet all regulations established for signage by Article five of the Osage Beach Municipal Code.

Sound Control Requirements:

Unless otherwise defined herein, all terminology shall be in conformance with applicable publications of the American National Standards Institute, Incorporated (ANSI) or its successor body.

Instrumentation used in making sound level measurements shall meet the following requirements as specified in Section 220.040 of Chapter 220.

Sound control regulations, established for this E-3 Overlay District, and by Chapter 220 will only apply to property and uses outside of the E-3 Overlay District that are impacted by the uses within the Overlay District.

Maximum permissible sound levels by receiving land use.

Maximum sustained sound. No person shall operate or cause to be operated any source of sound in such a manner as to create a sound level which exceeds the limits set forth for the receiving land use category in the table below:

SOUND LEVELS BY RECEIVING LAND USE

Receiving Land Use Category	Time	Sound Level Limit (DBA)
Residential	7:00 A.M. — 10:00 P.M.	60
	10:00 P.M. — 7:00 A.M.	55
Commercial	7:00 A.M. — 10:00 P.M.	65
	10:00 P.M. — 7:00 A.M.	60
Manufacturing, Industrial or Agricultural	At all times	75

Exemptions. The following activities or sources are exempt from these noise standards:

Activities covered by the following: Stationary, non-emergency signaling devices, emergency signaling devices, domestic power tools, air-conditioning and air-handling equipment for residential purposes, operating motor vehicles, refuse collection vehicles.

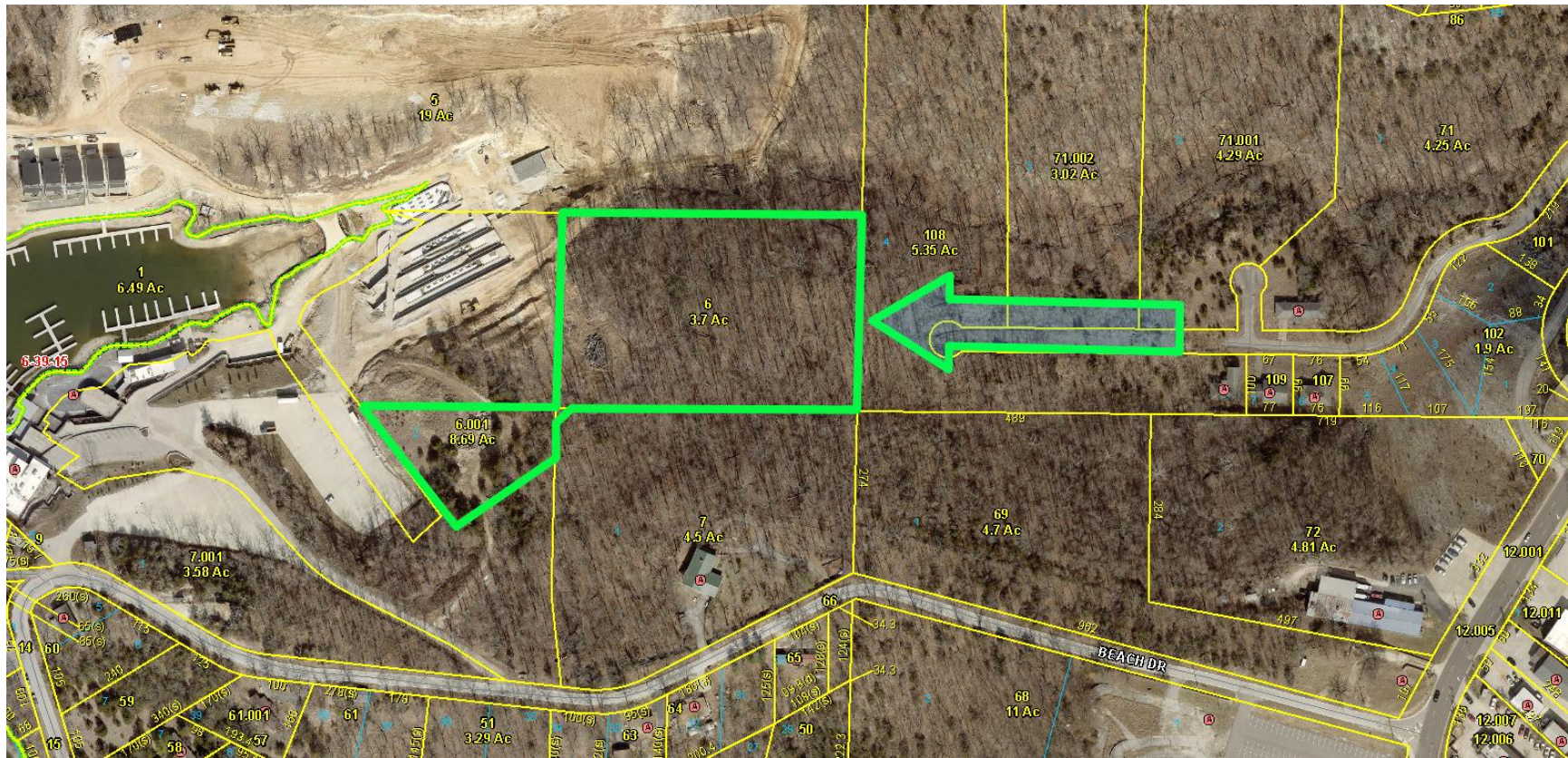
Construction or routine maintenance of public service utilities; and

The emission of sound for the purpose of alerting persons to the existence of an emergency, or the emission of sound in the performance of emergency work.

Exterior Lighting: Any additional lighting, proposed as part of this activity, must be shielded to direct light inward and limit light intensity within adjoining properties or the Lake of the Ozarks.

Buffering and Landscaping: A wooded area is required to be maintained around the facility to mitigate the noise pollution to surrounding properties. A minimum of 5 percent of the areas devoted to parking must be left in open lawn or landscaped areas.

Final Development Plan: The site plan submitted with the Building Permit application will be sufficient for the final development plan.



**Rezoning Case 428
Location Map**

PROPOSED REZONE

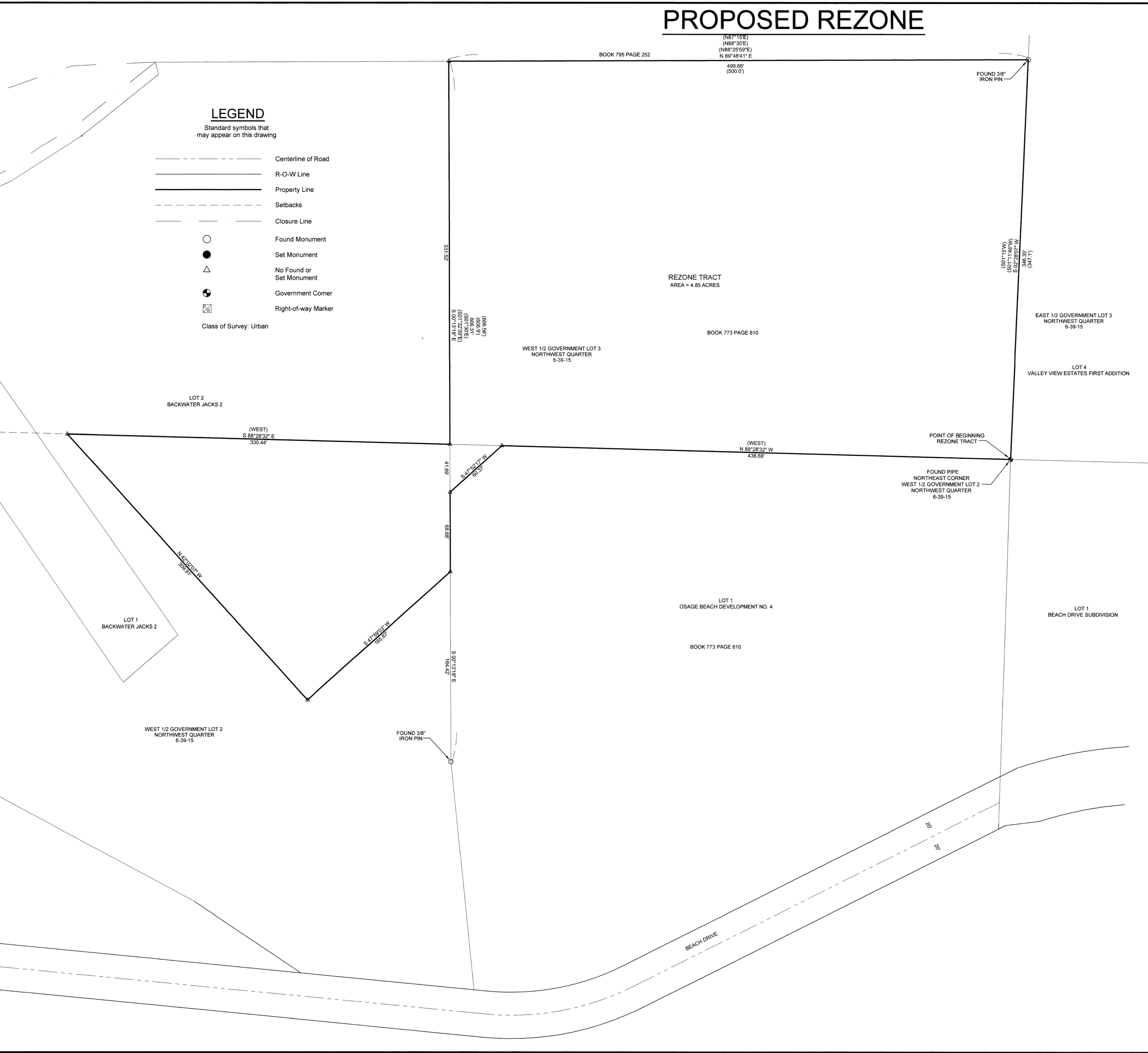
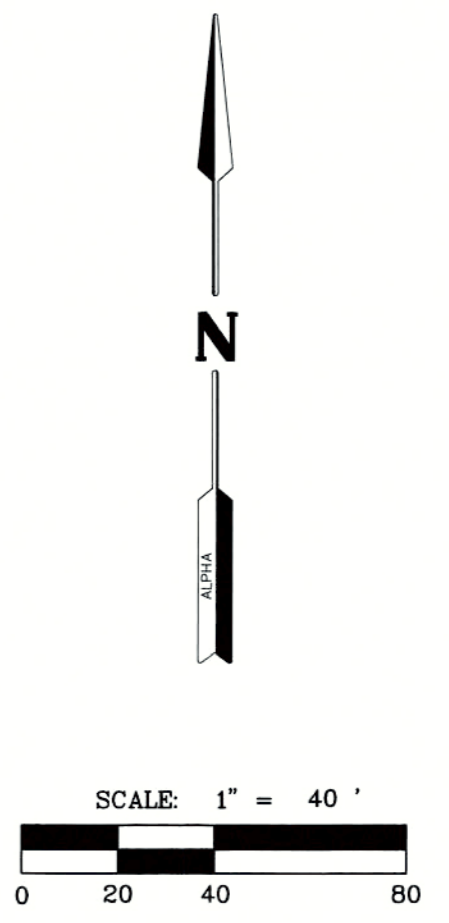
Sheet Number: 1 OF 1
 Date: 3/5/26 Scale: 1"=40'
 Project Number: 25-00810
 Field Book:
 Drawn By: N.F.V. Approved By: R.L.W.

Note:
 1. Bearings and Distances in parenthesis are from recorded deed(s) and/or plat(s).
 2. All monuments set and found are 1/2" Iron Pins, unless otherwise noted.
 3. Subject to Ameren's Bagnell Dam Pool and Flood Rights.
 4. Basis of Bearings for this plat is the Missouri State Plane Coordinate System.

LEGEND
 Standard symbols that may appear on this drawing

- Centerline of Road
- R-O-W Line
- Property Line
- Setbacks
- Closure Line
- Found Monument
- Set Monument
- No Found or Set Monument
- Government Corner
- Right-of-way Marker

Class of Survey: Urban



REZONE TRACT
 A part of the west half of Government Lot 3 and the west half of Government Lot 2 of the northwest quarter of Section 6, Township 39 North, Range 15 West, Camden County, Missouri and being more particularly described as follows:

"BEGINNING at an existing iron pipe marking the northeast corner of the of the west half of Government Lot 2 of the northwest quarter of Section 6, Township 39 North, Range 15 West and running North 88 degrees 28 minutes 32 seconds West (record plat = West) along and with the north line of the said west half of Government Lot 2 a distance of 438.68 feet; thence departing the said north line South 47 degrees 52 minutes 17 seconds West a distance of 60.37 feet to a point located on the east line of Lot 2 of Backwater Jacks 2, a subdivision of record at the Camden County Recorder's Office; thence South 00 degrees 13 minutes 18 seconds East (record plat and deed = South 01 degree 32 minutes 39 seconds East and South 01 degree 30 minutes East) along and with the said east line of Lot 2 a distance of 68.68 feet; thence departing the said east line South 47 degrees 59 minutes 03 seconds West a distance of 165.87 feet; thence North 42 degrees 02 minutes 07 seconds West a distance of 309.91 feet to a point located on the said north line of the west half of Government Lot 2 of the northwest quarter; thence South 88 degrees 28 minutes 32 seconds East along and with the said north line a distance of 330.44 feet to a point located on the said east line of Lot 2 of Backwater Jacks 2; thence departing the said north line North 00 degrees 13 minutes 18 seconds West along and with the said west line of Lot 3 a distance of 331.52 feet to a point marking the northwest corner of said Lot 3 and the northwest corner of a tract of land recorded at Book 773 Page 610, at the Camden County Recorder's Office; thence departing the said east line North 89 degrees 48 minutes 41 seconds East (record plat and deeds = North 88 degrees 25 minutes 59 seconds East, North 88 degrees 30 minutes East, North 87 degrees 15 minutes East and 500.0 feet) along and with the north line of the said tract of land recorded at Book 773 Page 610 a distance of 499.66 feet to an existing iron pin marking the northeast corner of the said tract of land and located on the east line of the west half of Government Lot 3 of the said northwest quarter of Section 6; thence departing the said north line South 02 degrees 28 minutes 07 seconds West (record deed = South 01 degree 11 minutes 46 seconds West, South 01 degree 15 minutes West and 347.1 feet) along and with the said east line of the west half of Government Lot 3 a distance of 346.35 feet, returning to the POINT OF BEGINNING."

Subject to any rights-of-way, easements or restrictions either of record or not.
 "REZONE TRACT" is for identification purposes only and is not part of the above description.
 The basis of bearings for the above description is the Missouri State Plane Coordinate System.
 END OF DESCRIPTION

SURVEYOR'S CERTIFICATE

I, Ricky L. Wilson, a registered Land Surveyor in the State of Missouri, during the month of March, 2026, by order of Gary Prewitt, did survey and describe a tract of land for rezoning located in part part of the west half of Government Lot 2 and the west half of Government Lot 3 of the northwest quarter of Section 6, Township 39 North, Range 15 West, Camden County, Missouri. The attached plat is a representation of said survey. The survey was performed in accordance with the requirements of the standards for property boundary surveys adopted by the Missouri Board of Architects, Professional Engineers and Land Surveyors, contingent upon accurate and complete deed, easement and/or title information supplied to me by the client.

In Witness Whereof, I have hereunder signed and sealed the foregoing this 5 day of March, 2026.

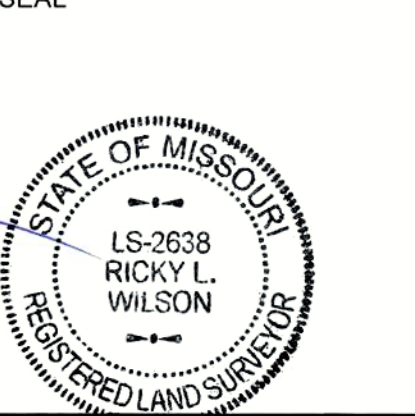
Ricky L. Wilson
 Ricky L. Wilson
 MO. REG. NO. L.S. 2638

PROPOSED REZONE
 Section 6, Township 39 North, Range 15 West,
 Camden County, Missouri

Alpha Engineering & Surveying, LLC
 3048 Hwy. 32
 Osage Beach, MO 65065
 (573) 392-3312 (573) 348-5552
 Civil & Structural Engineering, Land Surveying
 Environmental Operations - Material Testing



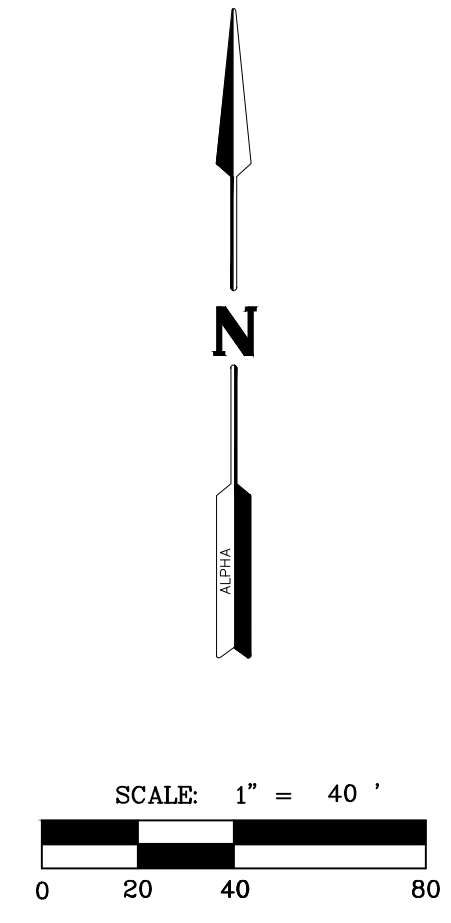
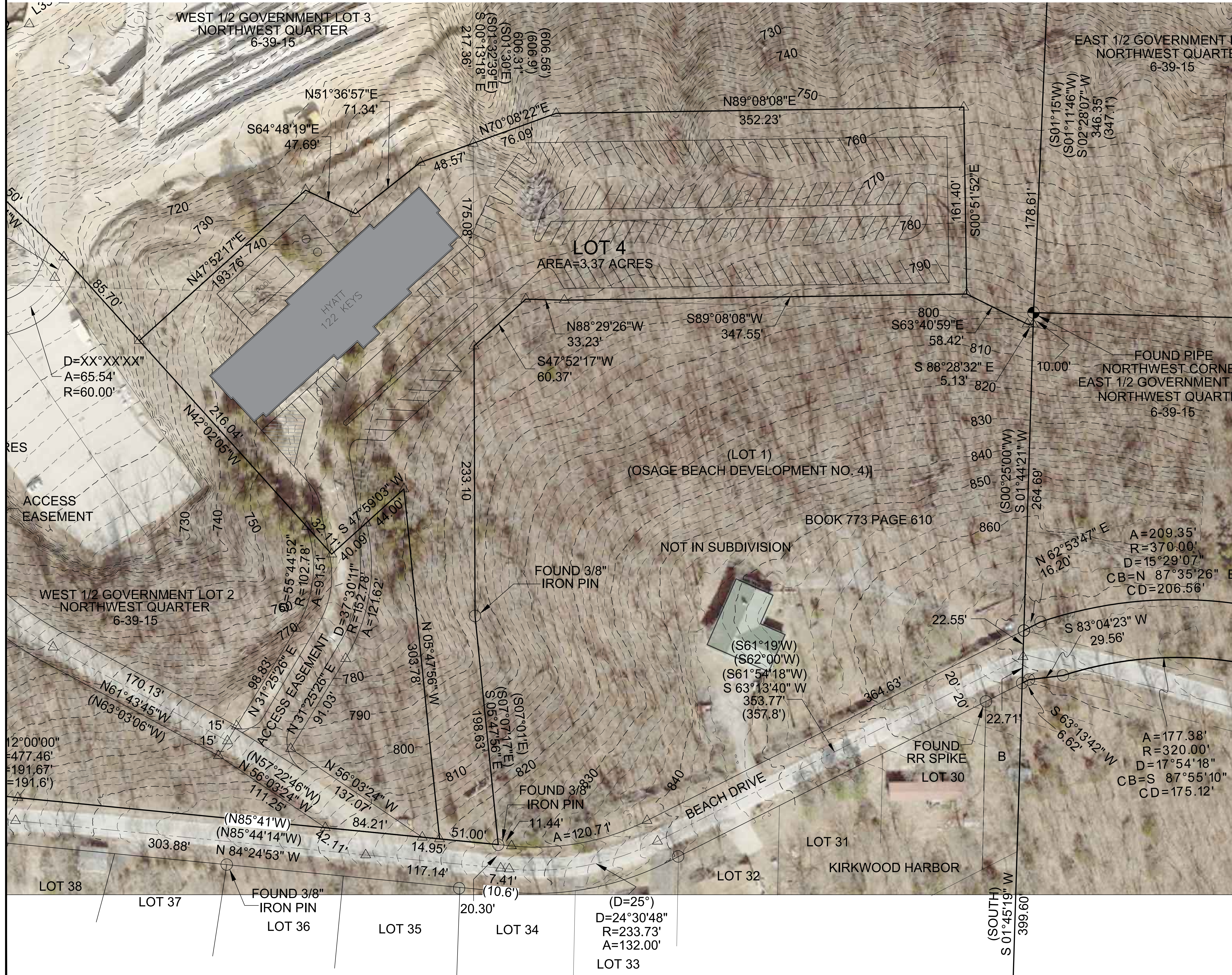
ALPHA ENGINEERING & SURVEYING, LLC
 MO State Certificate of Authority:
 LS - 2023034755
 E - 2023033612



OneDrive - Miller Surveying & Engineering Miller Co Sharepoint - Documents\MillerCo_Share\Projects\BVH Architecture - Peetersen\25-00810 BVH Hyatt Hotel\dwg\survey\zoning\plat\25-00810.dwg

LOT 4 - BACKWATER COVE SUBDIVISION

HYATT LOT



Sheet Number:	1 OF 2
Date:	12/24/25
Scale:	1"=100'
Project Number:	25-00810
Field Book:	
Drawn By:	N.F.W.
Approved By:	R.L.W.

BACKWATER COVE SUBDIVISION
 Section 6, Township 39 North, Range 15 West and
 Section 1, Township 39 North, Range 16 West,
 Camden County, Missouri

**Preliminary
not for
recording**

SURVEYOR'S CERTIFICATE

I, Ricky L. Wilson, a registered Land Surveyor in the State of Missouri, during the months of December, 2025 and January, 2026, by order of the undersigned owners, did survey, monument, subdivide and plat sever tracts of land located in part part of Government Lots 2 and 3 of the northwest quarter of Section 6, Township 39 North, Range 15 West and in part of Government Lot 8 of the northeast quarter of Section 1, Township 39 North, Range 16 West, Camden County, Missouri. The attached plat is a representation of said survey and subdivision. The survey was performed in accordance with the requirements of the standards for property boundary surveys adopted by the Missouri Board of Architects, Professional Engineers and Land Surveyors, contingent upon accurate and complete deed, easement and/or title information supplied to me by the client.

In Witness Whereof, I have hereunder signed and sealed the foregoing this _____ day of _____, 2026.

Ricky L. Wilson
 MO. REG. NO. L.S. 2638

Alpha Engineering & Surveying, LLC
 3048 Hwy. 52
 Osage Beach, MO 65066
 (573) 992-3312
 Civil & Structural Engineering, Land Surveying
 Environmental Operations, Material Testing



ALPHA ENGINEERING & SURVEYING, LLC
 MO State Certificate of Authority -
 LS - 2023034755
 E - 2023033612

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.



Miller Co Sharepoint - Documents\MillerCo_Share\Projects\BVH Architecture - Pedersen\25-00810 BVH Hyatt Hotel\dwg\survey\25-00810.dwg



Date Received: _____
Case #: _____

REZONING/SPECIAL USE PERMIT APPLICATION

1. Name of property owner: Jessica Prewitt Phone: 513-280-7031
Address: 4303 Beach Drive 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:

NA

2. Name of landowner's representative, if different from above: Andy Prewitt Phone: 513-280-4388
Address: 12 Allen Road City: Eldon State: MO Zip: 65026

3. All correspondence relative to this application should be directed to whom? Andy Prewitt
Address: _____ City: _____ State _____ Zip: _____

4. General location of property to be rezoned or for which special use permit is sought (include street numbers for existing structures): Between 4303 Beach Drive and Level 5
Address: TBD City: Osage Beach State MO Zip: 65065

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

Explain all uses: New hotel and parking lot

6. Area of property in square feet or acres: +/- 3 acres - see plan

7. Current zoning classification: R3

8. Sources of utilities: Water: city Gas: TBD
Sewer: city Electric: Ameren UE

9. Proposed zoning classification: C1 with E3 overlay

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

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

12. Current use of all property adjacent to subject property: North: R-3 (my house)
South: C1 with E-3 East: C1 / Agriculture West: commercial / 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:

The proposed hotel use is comparable or less invasive than Backwater Jacks/Levels

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?

There is not a plan currently for the adjacent property

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.

The infrastructure in this area has been upgraded and can handle this use.

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

Little or no additional impact.

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 use matches the neighboring properties and will benefit the area

Notary Information

State of Missouri)
County of Miller) ss
Camden

I, Jessica Prewitt, 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.

Jessica Prewitt Signature Owner/Applicant: March 6, 2026 Date:

Subscribed and sworn to before me on this March day of 6, 2026.

Cynthia Horton
Notary Public:

March 13, 2026
My Commission Expires:

(Seal)

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



Date Received: _____
Case #: _____

REZONING/SPECIAL USE PERMIT APPLICATION

1. Name of property owner: Grand Teton Mountain Investments LLC Phone: 513-280-4388
Address: 12 Allen Road City: Eldon State MO Zip: 65026

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

Gary D. Prewitt

2. Name of landowner's representative, if different from above: Andy Prewitt Phone: 513-280-4388
Address: 12 Allen Road City: Eldon State: MO Zip: 65026

3. All correspondence relative to this application should be directed to whom? Andy Prewitt
Address: _____ City: _____ State _____ Zip: _____

4. General location of property to be rezoned or for which special use permit is sought (include street numbers for existing structures): Between 4303 Beach Drive and Level 5
Address: TBD City: Osage Beach State MO Zip: 65065

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

Explain all uses: New Hotel and parking

6. Area of property in square feet or acres: +/- 1 acre

7. Current zoning classification: _____

8. Sources of utilities: Water: City Gas: NA
Sewer: City Electric: Ameren

9. Proposed zoning classification: commercial C1 with E-3 overlay

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

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

12. Current use of all property adjacent to subject property: North: R3
South: C1-B with E-3 East: Agriculture West: commercial/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:

The proposed hotel use is comparable or less invasive than BWS/Level 5

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? Already zoned C1-B with a E-3 overlay

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 (Passed in 2023)

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.

Infrastructure is adequate

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

Little or no additional impact

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):

The use matches the surrounding area.

Notary Information

State of Missouri }
County of ~~Camden~~ ^{Miller} } ss

I, Gary Prewitt, 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: March 6, 2026

Subscribed and sworn to before me on this 6th day of March, 2026.

Notary Public: Cynthia Horton
March 13, 2026

(Seal)

My Commission Expires:

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

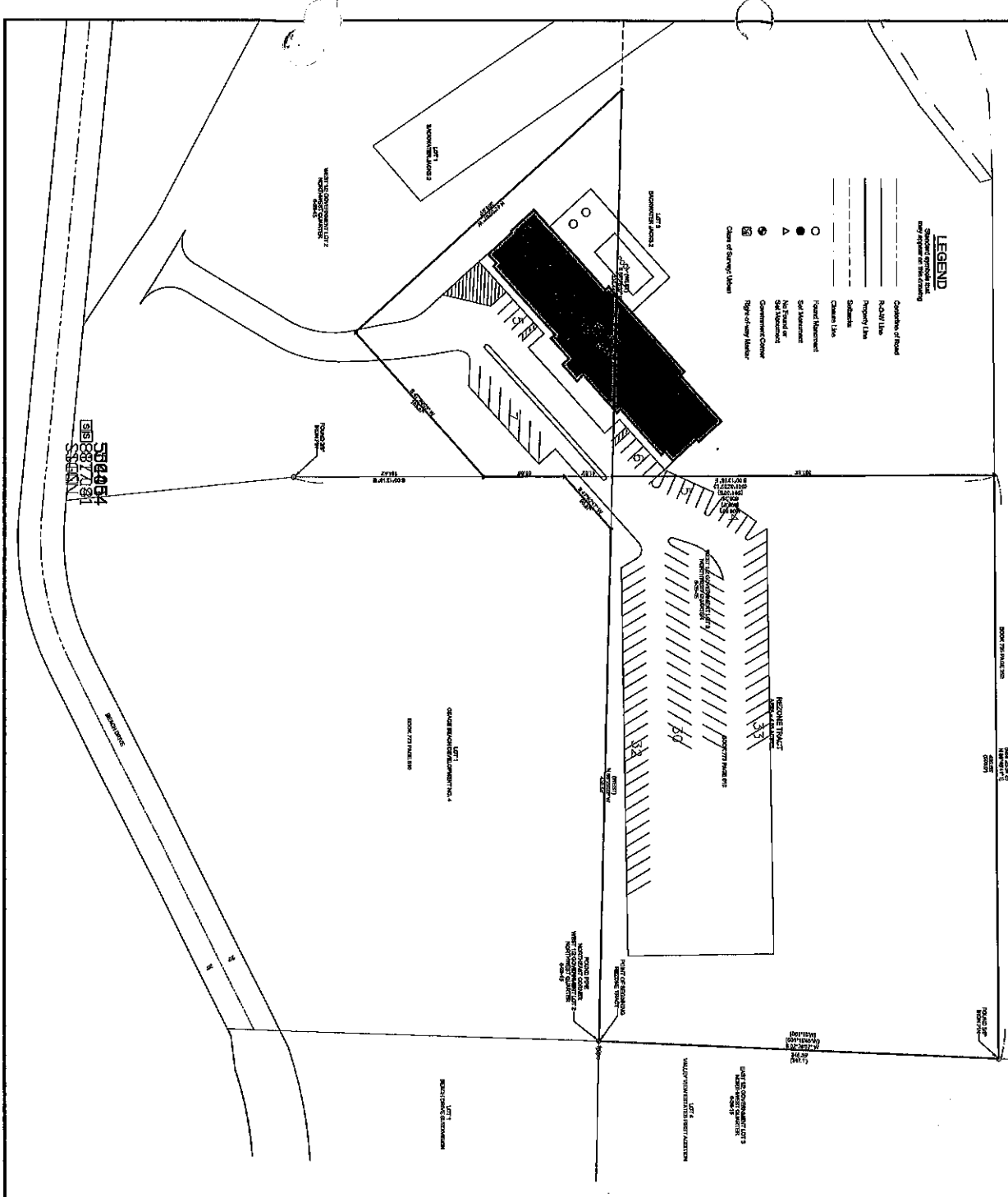
PROPOSED REZONE

Note:
 1. All dimensions are in feet and inches.
 2. All dimensions are to the center of the line.
 3. All dimensions are to the center of the line.
 4. All dimensions are to the center of the line.

LEGEND

Standard symbols for any symbols on this drawing

- Contour of Road
- Property Line
- Subdivided
- Channel Line
- Road Measurement
- Sub Measurement
- △ No. of Feet at
- Government Corner
- Right-of-Way Marker
- Chain of Survey Mark



REZONE TRACT

A part of the land of the County of Lincoln, Missouri, containing the following described land, to-wit:

That certain parcel of land, more particularly described as follows:

Section 6, Township 39 North, Range 15 West, Camden County, Missouri, containing the following described land, to-wit:

Lot 1, containing 120.00 acres, more or less, as shown on the attached plat.

Lot 2, containing 120.00 acres, more or less, as shown on the attached plat.

Lot 3, containing 120.00 acres, more or less, as shown on the attached plat.

The above described land is hereby rezoned from its present zoning classification to the following zoning classification:

REZONE TRACT

ENGINEERING CERTIFICATE

I, **Alpha Engineering & Surveying, LLC**, a Missouri corporation, do hereby certify that the above described land is the property of the County of Lincoln, Missouri, and that the same is being rezoned from its present zoning classification to the following zoning classification:

REZONE TRACT

The above described land is hereby rezoned from its present zoning classification to the following zoning classification:

REZONE TRACT

<p>Alpha Engineering & Surveying, LLC 1017 Olive Branch Rd. Orange Branch, MO 65055 (616) 414-1111 Chief & Registered Professional Land Surveyor Mark Commercial Operations - Licensed Land Surveyor</p>	<p>PROPOSED REZONE</p> <p>Section 6, Township 39 North, Range 15 West, Camden County, Missouri</p>	<p>Scale: 1" = 40'</p>
	<p>Section 6, Township 39 North, Range 15 West, Camden County, Missouri</p>	<p>Scale: 1" = 40'</p>

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 7, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Cary Patterson, City Planner

Agenda Item:

Public Hearing - Rezoning Case 429: PKM LLC & OCP LLC are requesting a rezoning of a tract of land from C-1b and C-1.

Requested Action:

Public Hearing

Ordinance Referenced for Action:

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

City Attorney Comments:

Not Applicable

City Administrator Comments:

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 7, 2026
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:

Motion to approve Rezoning Case 429: PKM LLC & OCP LLC are requesting a rezoning of a tract of land from C-1b and C-1.

Requested Action:

Motion to approve Rezoning Case 429.

Ordinance Referenced for Action:

Rezoning requests require Board of Aldermen approval 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 enclosed information. The Planning Commission reviewed the request at their meeting on April 14, 2026, and have forwarded it to the Board with a unanimous recommendation for approval.

City Attorney Comments:

City Administrator Comments:

**PLANNING DEPARTMENT REPORT
TO THE
PLANNING COMMISSION**

Date:	April 14, 2026	Case Number:	429
--------------	----------------	---------------------	-----

Applicant: PKM, LLC & Ozark Capital Partners LLC.

Location: +/- 230 feet north of the Jefferies Road Interchange on the west side of Jefferies Road.

Petition: Rezoning from C-1b (Commercial Lodging) to C-1 (General Commercial)

Existing Use: Vacant/existing house to be removed

Existing Zoning: C-1b (General Commercial)

Tract Size: 2.5 acres

	<u>Surrounding Zoning:</u>	<u>Surrounding Land Use:</u>
<u>North:</u>	C-1 General Commercial	Vacant Commercial
<u>South:</u>	C-1 General Commercial	Vacant Commercial
<u>East:</u>	C-1 General Commercial	the Oasis/Marriott Hotel
<u>West:</u>	C-1b Commercial Lodging	Vacant/lake front homes

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

<u>Rezoning History</u>	<u>Date</u>
Rezoning Case 178	1/97

Utilities

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

Access: Property derives access via Jefferies Road

Analysis:

1. The applicant is the owner of the 2.5-acre parcel in question. The parcel is currently zoned C-1b. It was zoned C-1b with the initial zoning of the community in the early 1980's. In 1997, a portion of the property included in this request was presented for a change in zoning to C-1 (General Commercial). That request failed at that time based on input from the surrounding property owners. Since that time, conditions have changed in proximity of the subject property.
2. The subject property now finds itself directly across Jefferies Road from the Oasis Amusement Park and Marriott Hotel, it is also approximately 230 feet from the Highway 54 and Jefferies Interchange. Properties in close proximity to the expressway tend to develop in a commercial pattern as lower intensity development is not typically suitable on a property that is highly impacted by the conditions surrounding a major highway. It is also worth noting that Jefferies Road will be upgraded to a commercial collector level street, in the near future, which will also increase its capacity and traffic numbers. Clearly this property finds itself in a much different situation than it was before the construction of the 54 Expressway.
3. Currently the subject property is mostly vacant with the only structure being a house that will be removed at some point in the near future.

Department Comments and Recommendations:

The subject property is a tract of land that is in the middle of the most intense development area in the community. Obviously, a tract in this situation is only suitable for a use that matches the intensity of its surroundings. And while the C-1b zoning it currently maintains would allow a hotel, or something similar, to develop on it. The subject property is certainly more suited for a service use that will take advantage of the activity that will take place on the properties that surround it. **With this in mind the Planning Department recommends approval of this request.**



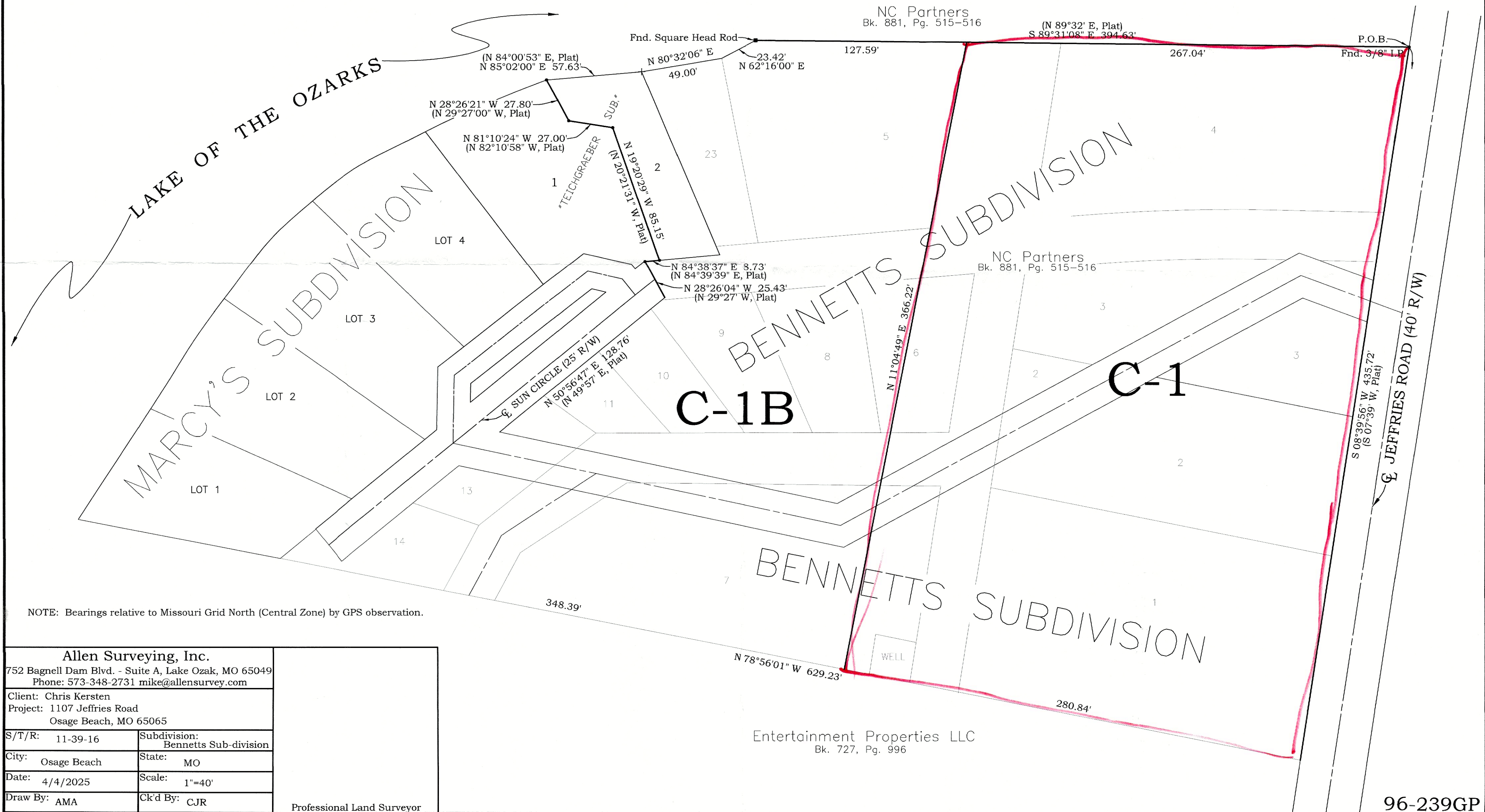
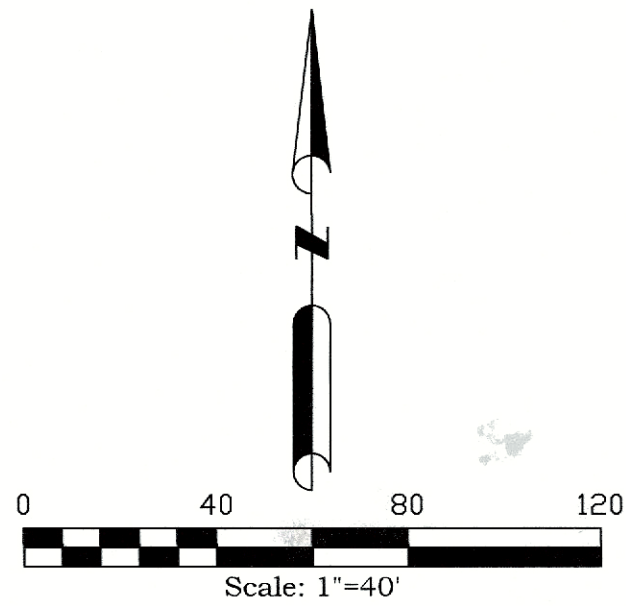
**Rezoning Case 429
Location Map**

Administrative Survey

CERTIFICATION: This is to certify that I, Andrew M. Allen, P.L.S., at the direction of Chris Kersten, have executed a survey of a tract of land being a part of "BENNETTS SUB-DIVISION" and all of Lot 2, "TEICHGRAEBER SUBDIVISION" both subdivisions of record in Camden County, Missouri in Section 11, Township 39 North, Range 16 West, and described in and Bk. 881, Pg. 515-516, Camden County Records, Camden County, Missouri and that said survey was performed in accordance with the requirements of the standards for property boundary surveys adopted by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects, and that the results of said survey are shown hereon.

DESCRIBED TRACT -

A tract of land being a part of "BENNETTS SUB-DIVISION" and all of Lot 2, "TEICHGRAEBER SUBDIVISION" both subdivisions of record in Camden County, Missouri in Section 11, Township 39 North, Range 16 West, and described in and Bk. 881, Pg. 515-516, Camden County Records, Camden County, Missouri, more particularly described as follows; Beginning at an existing 3/8" I.P. at the northeast corner of Lot 4, "BENNETTS SUB-DIVISION" at the westerly right-of-way of Jeffries Road (40 ft. R/W); thence along said westerly right-of-way, S08°39'56"W (S07°39'W, Plat), 226.00 ft. to the southeast corner of Lot 3; thence along the south line of said Lot 3, N78°52'32"W, 160.05 ft. to the intersection of said south line and the northerly right-of-way of Sun Circle (25' R/W) as shown on the plat of "MARCYS SUBDIVISION"; thence along said northerly right-of-way the following courses: thence S61°24'56"W (S60°24'W, Plat), 175.80 ft.; thence N78°05'04"W (N79°06'W, Plat), 208.35 ft. to the easterly right-of-way of said Sun Circle; thence along said easterly right-of-way the follow courses: thence N50°57'56"E (N49°57'E, Plat); thence N28°26'04"W (N29°27'W, Plat), 25.43 ft. to a point on the south line of Lot 1, "TEICHGRAEBER SUBDIVISION"; thence along said south line N84°38'37"E (N84°39'39"E, Plat), 8.73 ft. to the southwest corner of Lot 2, "TEICHGRAEBER SUBDIVISION"; thence along the west line of said Lot 2 the following courses: thence N19°20'29"W (N20°21'31"W, Plat), 85.15 ft.; thence N81°10'24"W (N82°10'58"W, Plat), 27.00 ft.; thence N28°26'21"W (N29°27'00"W, Plat), 27.80 ft. to the northwest corner of said Lot 2 adjacent to the shoreline of the Lake of the Ozarks; thence along said shoreline the following courses: thence N85°02'00"E (N84°00'53"E, Plat), 57.63 ft. to the northeast corner of said Lot 2; thence N80°32'06", 49.00 ft. to the northeast corner of Lot 23, "BENNETTS SUB-DIVISION"; thence N62°16'00"E, 23.42 ft. to and existing square head rod on the north line of Lot 5, "BENNETTS SUB-DIVISION"; thence leaving said shoreline and along the north line of said Lot 5 and Lot 4, S89°31'08"E (N89°32'E, Plat), 394.63 ft. to the point of beginning. Intending to convey title to variable water's edge of the Lake of the Ozarks.



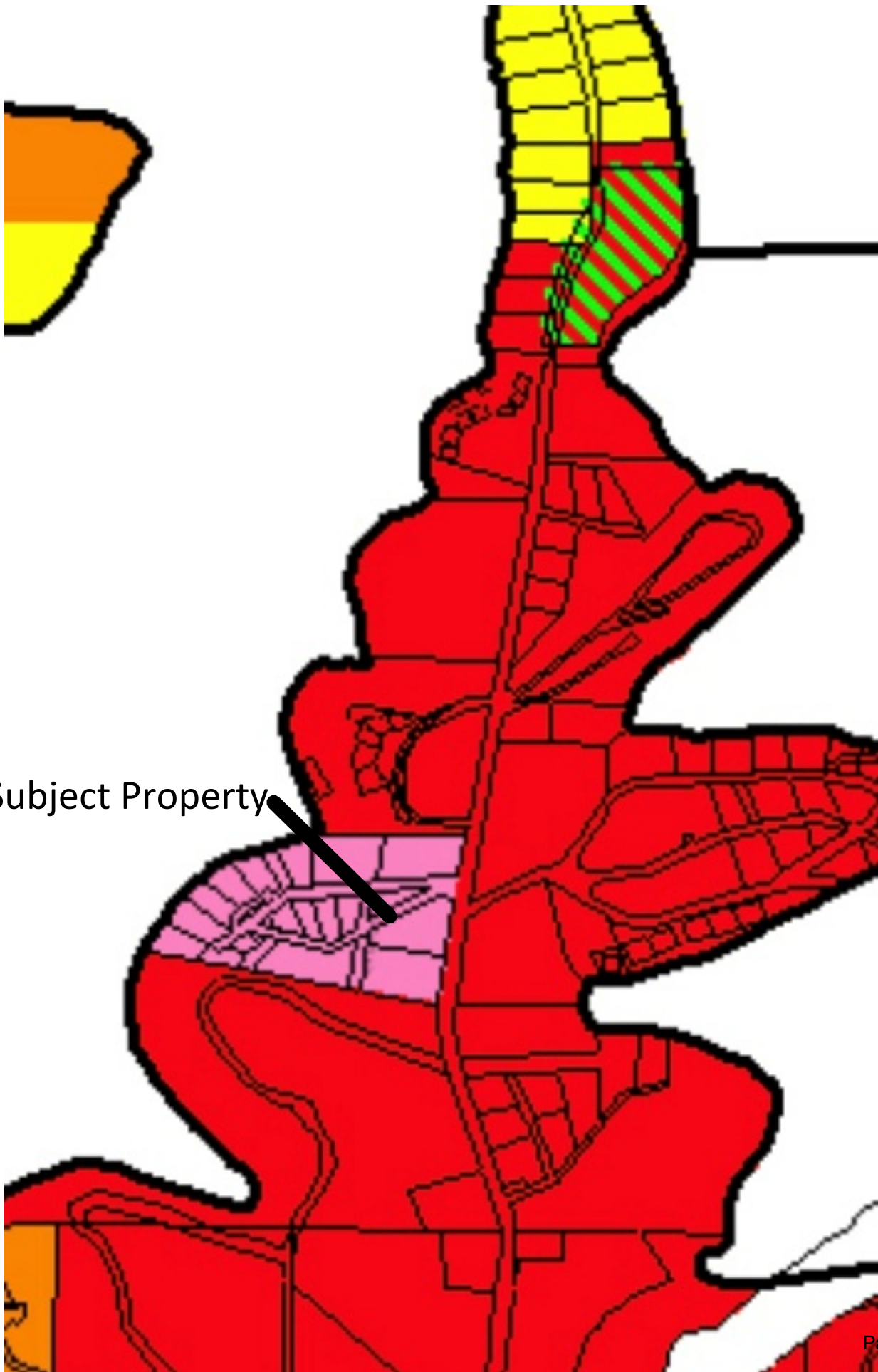
NOTE: Bearings relative to Missouri Grid North (Central Zone) by GPS observation.

Allen Surveying, Inc. 752 Bagnell Dam Blvd. - Suite A, Lake Ozak, MO 65049 Phone: 573-348-2731 mike@allensurvey.com	
Client: Chris Kersten Project: 1107 Jeffries Road Osage Beach, MO 65065	
S/T/R: 11-39-16	Subdivision: Bennetts Sub-division
City: Osage Beach	State: MO
Date: 4/4/2025	Scale: 1"=40'
Draw By: AMA	Ck'd By: CJR

Professional Land Surveyor

Entertainment Properties LLC
Bk. 727, Pg. 996

96-239GP



Subject Property



Date Received: 3-20-20
Case #: #429
Rezone

REZONING/SPECIAL USE PERMIT APPLICATION

1. Name of property owner: PKM LLC (Ozark Capital Partners LLC) Ameren Group Phone: 314-614-8474
Address: 99 North Point Dr City: Camdenton State Mo. Zip: 65020

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

PKM LLC - Chris Kersten 99 North Point Dr Camdenton Mo. 65020-314-614-8474
Ozark Capital Partners by Kimmel Group, LLC - owner Under Contract

2. Name of landowner's representative, if different from above: Phone:
Address: City: State: Zip:

3. All correspondence relative to this application should be directed to whom? Chris Kersten
Address: 99 North Point Drive City: Camdenton State Mo. Zip: 65020

4. General location of property to be rezoned or for which special use permit is sought (include street numbers for existing structures):
Address: 1107 Jetties Rd City: Osage Beach State Mo. Zip: 65020

Exhibit As Attached Per Legal Description

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

Explain all uses: Estimate Possible Uses included in C-1 zoning District, Restaurant, Retail, Hotel, Parking Structure

6. Area of property in square feet or acres: 2.5 acres +/-

7. Current zoning classification: C-1-B

8. Sources of utilities: Water: City Gas: Summit
Sewer: City Electric: Ameren

9. Proposed zoning classification: C-1

10. How long have you owned this property? 1 year +/-

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

12. Current use of all property adjacent to subject property: North: Motel/Condos
South: New C-Store, Gas Sta. East: Oasis Hotel, Conv. Rest, Amusement West: C-1-B Single Family / Proposed Hotel Condo

13. If zoning district or comparable to that proposed adjoins or lies within the vicinity of subject property, please describe the use and its location: adj to the West Motel, Conference, Water Park, Amusement Park,

Restaurants, Marina - South, Gas Station C-Store, North Motel, Condos, 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? To the West, Zoned C-1-B
to Remain as a Buffer Between the Uses.

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.

Should be less burdensome on the City than Residential Uses.

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

Improve Current Area, More Dismantle and Buffers with Landscaping to Enhance Values.

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):

Fits within the Master Plan of the City and will be a Benefit to the City's Surroundings

Notary Information

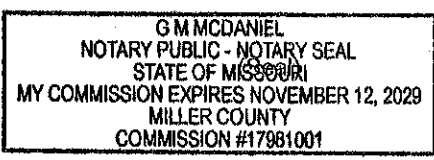
State of Missouri)
County of Miller) ss
Camden

I, Christopher J. Kersten, 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]
Signature Owner/Applicant: 3/18/26
Date:

Subscribed and sworn to before me on this 18 day of March, 2026

[Signature]
Notary Public:
11/12/2029
My Commission Expires:



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

DESCRIBED TRACT –

A tract of land being a part of "BENNETTS SUB-DIVISION" a subdivision of record in Camden County, Missouri in Section 11, Township 39 North, Range 16 West, and described in and Bk. 912, Pg. 196 & Bk. 918, Pg. 512, Camden County Records, Camden County, Missouri, more particularly described as follows; Beginning at an existing 3/8" I.P. at the northeast corner of Lot 4, "BENNETTS SUB-DIVISION" at the westerly right-of-way of Jeffries Road (40 ft. R/W); thence along said westerly right-of-way, S08°39'56"W (S07°39'W, Plat), 435.72 ft. to the southeast corners of Lot 1; thence along the south line of said Lot 1 & 7, N78°55'11"W (N80°00'W, Plat), 280.84 ft.; thence leaving said south line N11°04'49"E, 386.22 ft. to the north line of Lot 5; thence along the north line of Lot 5 and Lot 4, S89°31'08" E, 267.04 ft.(East, Plat) to the point of beginning.

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 7, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Cary Patterson, City Planner

Agenda Item:

Public Hearing - Rezoning Case 430: Lakefront Apartments LLC is requesting a rezoning of a tract of land from R-1b to R-3.

Requested Action:

Public Hearing

Ordinance Referenced for Action:

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

City Attorney Comments:

City Administrator Comments:

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 7, 2026
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:

Motion to approve Rezoning Case 430: Lakefront Apartments LLC is requesting a rezoning of a tract of land from R-1b to R-3 with a PUD 1 Overlay.

Requested Action:

Motion to approve Rezoning Case 430.

Ordinance Referenced for Action:

Rezoning requests require Board of Aldermen approval 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 enclosed information. The Planning Commission reviewed the request at their meeting on April 14, 2026, and have forwarded it to the Board with a unanimous recommendation for approval.

City Attorney Comments:

City Administrator Comments:

**PLANNING DEPARTMENT
REPORT TO THE
PLANNING COMMISSION**

Date:	April 14, 2026	Case Number:	430
--------------	----------------	---------------------	------------

Applicant: Lakefront Apartments, LLC.

Location: 140 Feet off of Zebra Road on Links Road

Petition: Rezone subject property from R-1b (Single-family) to R-3 (Multi-family) with a PUD 1 Overlay to allow 48 apartment style dwelling units on 3.86 acres of land.

Existing Use: Vacant single family property

Zoning: R-1b (Single-family)

Tract Size: 3.86 acres

	<u>Surrounding Zoning:</u>	<u>Surrounding Land Use:</u>
<u>North:</u>	R-1b (Single Family)	Stewart Subdivision
<u>South:</u>	R-1b/C-1	Osage Beach Pkwy Corridor
<u>East:</u>	R-1b/C-1	Osage Beach Pkwy Corridor
<u>West:</u>	R-3 (Multi Family)	Lake of the Ozarks

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

<u>Rezoning History</u>	<u>Case #</u>	<u>Date</u>
--------------------------------	----------------------	--------------------

N/A

Utilities

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

Access: Property derives access from Links Road.

Analysis:

1. The applicants are the owners of the 3.86 acres in question. The property is currently zoned R-1b (Single Family).
2. The character of the area is mixed containing Single Family, Multi Family, and some commercial property in relative close proximity to the subject property. This property is clearly in a transition space between the Osage Beach Parkway commercial corridor and the single-family subdivisions that fall beyond.
3. The request is for a rezoning to R-3 (Multi-family) with a PUD 1 Overlay to allow 48 apartment style dwelling units on 3.86 acres of land. The PUD will limit the number of units on the property to 48, which will establish a density of just over 12 units per acre. The Comprehensive Plan calls for moderate density residential for this property. The Comprehensive Plan defines moderate density residential as 6-13 units per acre. The density being requested falls within the range recommended by the Comprehensive Plan.
4. As part of this request, Links Road will be required to be improved to a hard surface roadway, as required for existing local streets, from Zebra Road to the westernmost boundary of the subject property. As part of that, the Links Road Right of Way will need to be extended to the end of the newly developed street. The roadway improvement will need to be completed and approved by the City prior to Certificates of Occupancy being issued for the individual dwellings.

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 piece of property that falls in a transition area between high and low intensity uses, which lends it positively toward a use like is being proposed. It also falls within the density recommendations of the Comprehensive Plan.

With that in mind, the Planning Department recommends approval of this request for R-3 with a PUD 1 Overlay with the following regulations and requirements:

Permitted Uses:

Residential Uses shall conform to use, and construction requirements established for the R-3 (Multi-Family) Zoning District.

A maximum of 48 apartment style dwelling units will be allowed to be constructed per the required “Final Development Plan”.

There will be a thirty-day minimum requirement for all rental units.

The units cannot be sold to separate individuals establishing separate ownership of the units. All of the units will be constructed on the common parcel with no dwellings on individual lots.

Construction:

Construction shall be in accordance with the International Building Code and all other pertaining construction codes as adopted by the City of Osage Beach at the time a building permit is issued for each individual facility.

Bulk, Area, and Height Requirements:

Shall be in conformance with the International Building Code, the use and construction requirements established for the R-3 (Multi-Family) Zoning District, and the approved Final Development Plan.

Dimensional Requirements:

Shall be in conformance with the International Building Code and the use and construction requirements established for the R-3 (Multi-Family) Zoning District

Public Facilities:

Complete engineering and development plans, for any required public improvements, will be submitted as part of the permitting process. Those plans will be reviewed by a select engineering professional, hired by the City, to assure conformance with the Osage Beach Design Guidelines and the infrastructure shall be constructed as per the approval of the engineer and the City's Public Works Director.

Access:

Access shall be derived from approved entrances from Links Road.

Links Road is required to be improved to a hard surface roadway as required for existing local streets. The roadway improvement will need to be completed and approved by the City prior to Certificates of Occupancy being issued for the individual dwellings.

At the time Links Road is completed, the developer will have installed an impassable gate on the primary entrance to the development from Stewart Drive. This gate will remain closed and locked to access and shall only be opened in case of an emergency or if Links Road is temporarily impassable.

Parking:

All parking facility developed shall adhere to Osage Beach off-street parking requirements at the time that it is constructed.

Buffering and Screening:

Shall conform to use, and construction requirements established for the R-3 (Multi-Family) Zoning District.

Exterior Lighting:

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 or proposed residential area(s). Additionally, all exterior lighting shall be arranged and shielded to confine all direct light rays within the boundaries of the subject property.

Signage:

The applicant will be required to get a sign permit from the city. At such time that an application is filed, a site plan and engineering will be submitted to assure the signs compliance with the city's sign code for on premise residential signage.

Maintenance of Open Space and Common Areas:

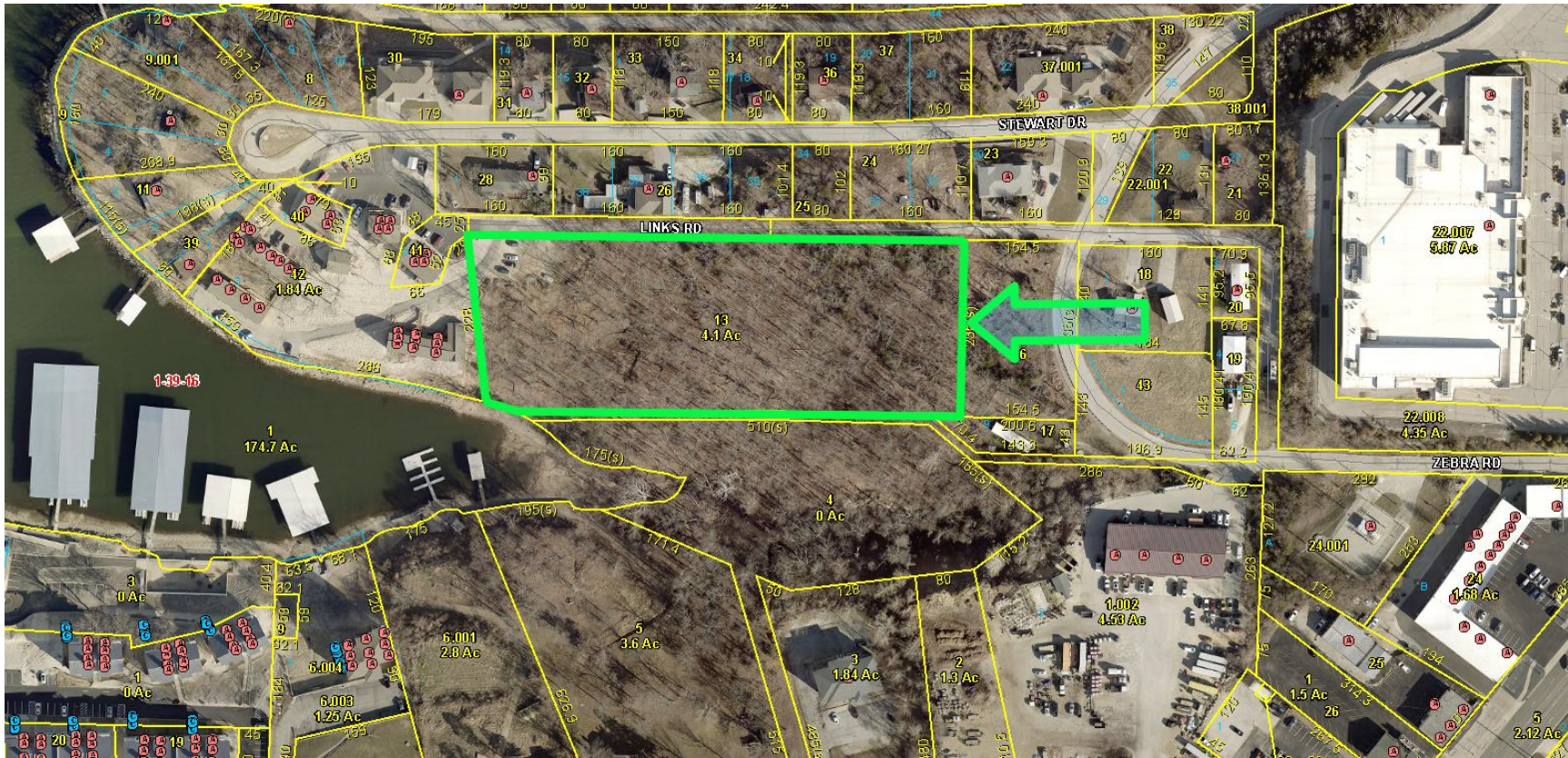
The maintenance of common area and facilities within the district shall be the responsibility of the property owner(s) and/or the property management administrators.

Platting:

All platting of property will be required to be in conformance with the Osage Beach Subdivision Code.

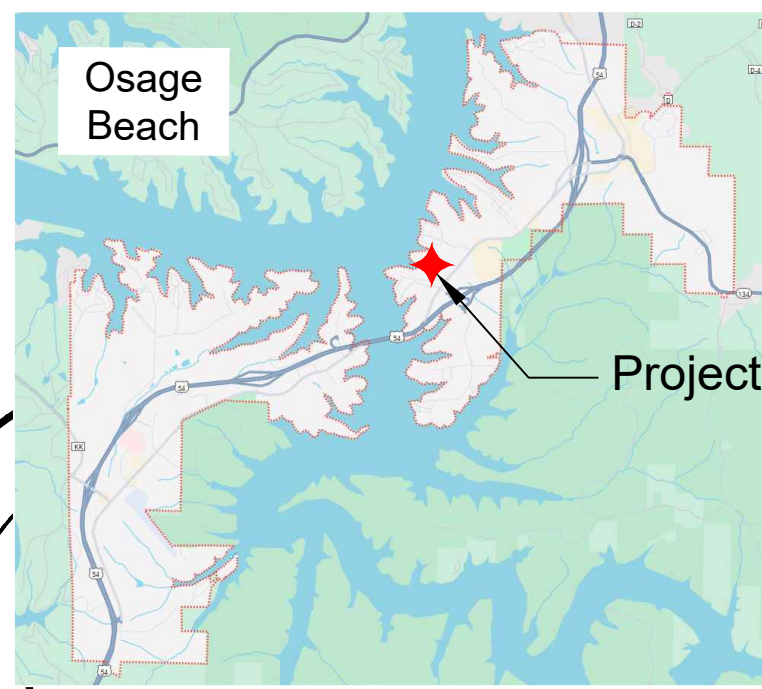
Final Development Plan:

A complete, engineered Final Development Plan shall be prepared by a professional engineer and submitted for the City's review. This plan will meet all requirements needed for permitting the site development and construction of the complete project.



**Rezoning Case 430
Location Map**

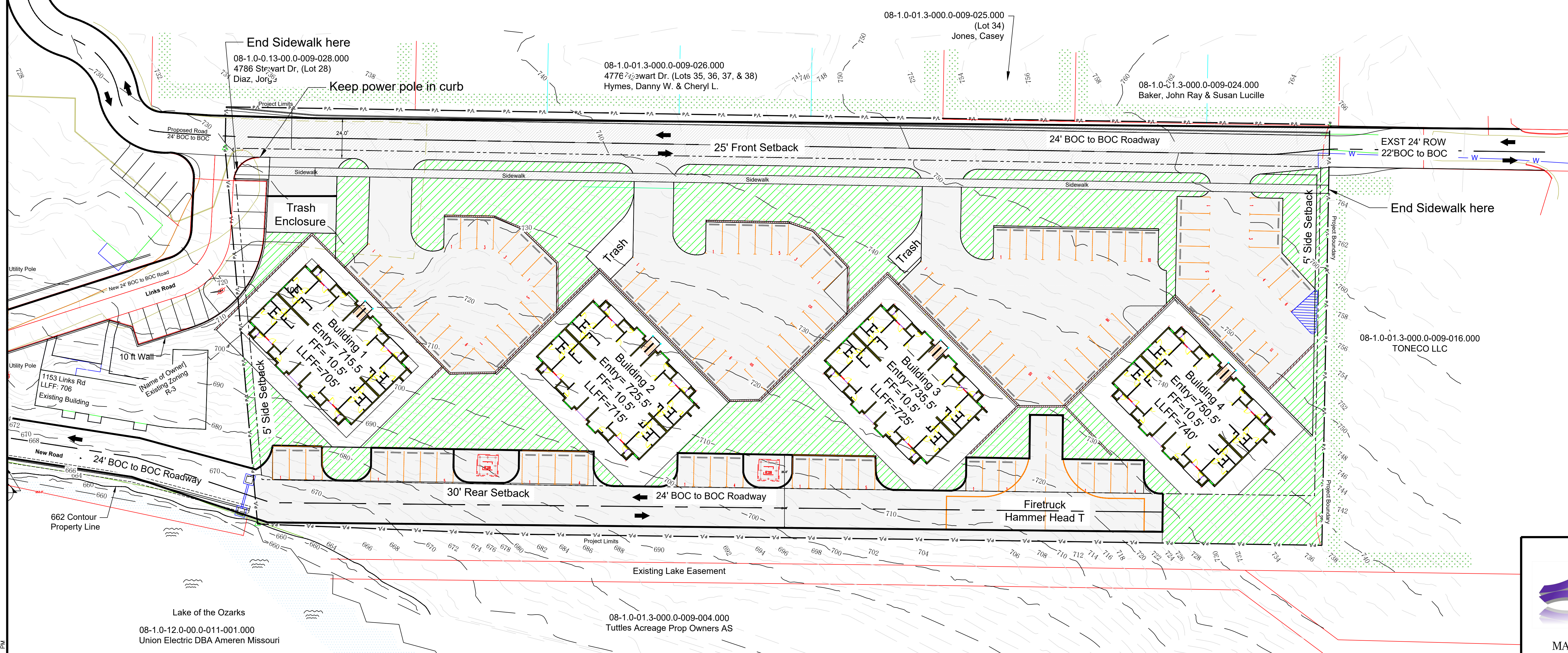
Project Location



Project Location

STATE OF MISSOURI
MATTHEW JOHN MARSCHKE
NUMBER PE-2000162131
PROFESSIONAL ENGINEER
03/04/2026

**Links Road Osage Beach
Preliminary Site Plan
1"=30'**



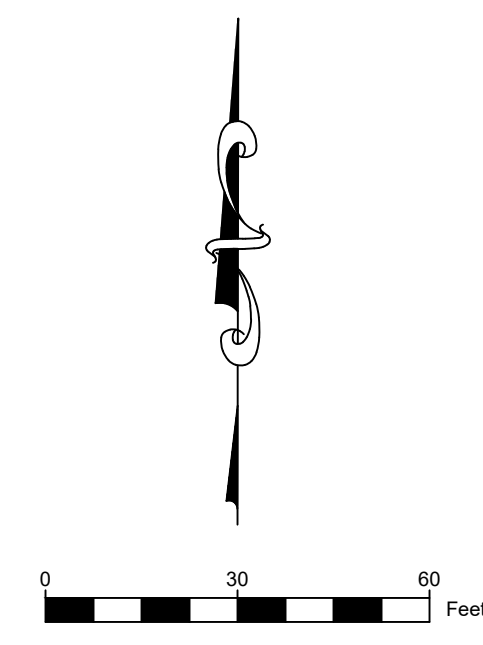
Project Summary
Project Owner: Lakefront Apartments LLC
Present Zoning - R-1b
Proposed Zoning: R-3 PUD-1 Overlay
Allowable Density 17 Units per acre or 65 units
Four Buildings Proposed with 12 Units Per Building, 48 Units Prop.
Lot Size: 3.86 Acres (168,141.6 Sqft)
Primary Structure Coverage Area: 22,628 Sqft (13.4%)
Green Space Required: 1000x4 + 52x60 = 7,120sqft
Green Space Provided: 38,279 sqft
Parking Required: 2 Spaces * 12 Units * 4 Buildings = 96 Spaces
Parking Provided: 96+ Spaces

Site Setbacks
25ft front setback
5ft side setback
30ft rear setback

MARSCHKE ENGINEERING
5625 Alona Point
Osage Beach, MO 65065
matt.m@mwec.us
Telephone: 573-216-0066
www.mwec.us

Plot: 3/2/2026 1:01:11 PM
MO Corp: 2001015503
Expires 12/31/2026

C-1



D:\C:\Marschke\mweec\Projects\2026\Links Road\Links Road Master 9.dwg
DATE: 3/2/2026 1:00:20 PM
SAVE DATE: 3/2/2026 1:00:20 PM



Date Received: 3-20-26
Case #: #430
Rezoned

REZONING/SPECIAL USE PERMIT APPLICATION

1. Name of property owner: Lakefront Apartments LLC Phone:
Address: 820 Main St Unit R City: Antioch State IL Zip: 60002

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

Marisol Ash, 847-305-5949, 820 Main ST, Unit R, Antioch, IL 60002
Anthony Ash, 708-983-8179, 820 Main ST, Unit R, Antioch, IL 60002

2. Name of landowner's representative, if different from above: Matthew J. Marschke Phone: 573-216-0066
Address: 5625 Alona Point City: Osage Beach State: MO Zip: 65065

3. All correspondence relative to this application should be directed to whom? Matthew Marschke and the Ashs
Address: City: State Zip:

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:
South of Links Road near, 1153 Links Road, Osage Beach, MO 65065

5. Do you have a specific use proposed for this property? Yes No
Explain all uses: Multi Family

6. Area of property in square feet or acres: 3.86 Acres

7. Current zoning classification: R-1b

8. Sources of utilities: Water: City Gas: Summit
Sewer: City Electric: Ameren

9. Proposed zoning classification: R-3with PUD-1 overlay

10. How long have you owned this property? 5 years, 8/18/2020

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

12. Current use of all property adjacent to subject property:
North: Residential, single family
South: Timber East: Timber West: Existing Apartment Complex

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

West side, existing apartments

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?

West side, Previously rezoned.

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.

Public Facilities will be minimally effected.

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

See attached letter

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):

Notary Information

State of Missouri }
County of ^{Osage} ~~Osage~~ ^{Osage} ~~Osage~~ } ss

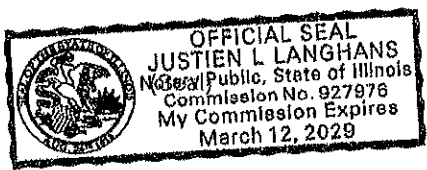
I, MSH MARISOL / Member, owner/applicant, having read the procedures and instructions, make application for a change in the zoning district boundary lines as shown on the zoning maps of the City of Osage Beach, Missouri and explained in this application.

[Signature]
Signature Owner/Applicant

03/19/2026
Date:

Subscribed and sworn to before me on this 19th day of March, 2026.

[Signature]
Notary Public:
March 12, 2029
My Commission Expires:



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



Midwest Engineering Company LLC
(DBA Marschke Engineering, LLC in
Illinois)

415 E. Vandalia Street
Edwardsville, IL 62025

5610 Alona Point
Osage Beach, MO 65065
(573) 216-006

March 16, 2026

Dear Honorable Board,

Please find attached the complete rezoning application for the Links Apartment project, located as shown on the enclosed site plan. The intent is to rezone the property to R-3 with a PUD-1 overlay, with the resulting density defined on the site plan provided.

The surrounding area is currently zoned for multifamily development to the west and north of the parcel. Single-family properties also exist along the northern and southern sides of the site. The eastern side of the property is currently undeveloped.

The proposed project consists of multi-level apartment buildings with 12 units per building. Each building will be accessible from both the ground level and upper levels, allowing parking on both sides of the building and providing entrances to different floors at various elevations throughout the site. Access to the development will be provided by two roadways designed to allow fire trucks to circulate the site and safely exit the property.

Existing water, sewer, electric, and gas utilities are ample and available in the immediate vicinity of the project.

We appreciate your consideration of this request. Please feel free to contact me with any questions.

Sincerely,

Respectfully,

Matthew J. Marschke, P.E.

Enclosed:

Letter Describing the Property
City of Osage Beach Rezoning Application
Filing Fee, Check

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 7, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Madeline Moon, Human Resources Director

Agenda Item:

Bill 26-44 - An ordinance of the City of Osage Beach, Missouri, amending Section 125.120 Attendance and Leaves of the City code as set forth. *First Reading.*

Requested Action:

First Reading of Bill #26-44

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:

Revision of Section 125.120 *Attendance and Leaves E. Occupational Leaves 5. Military Leave* to clarify language, outline procedure, and ensure compliance with Federal regulation under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

City Attorney Comments:

Per City Code 110.230, Bill 26-44 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 125.120 ATTENDANCE AND LEAVES. OF THE CITY CODE AS SET FORTH.

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

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

E. Occupational Leaves.

5. ~~Military Leave. Leave of absence to perform military duties mandatory— discrimination against militia members a misdemeanor— hours of leave, how computed.~~

a. ~~All employees of the City of Osage Beach who are or may become members of the National Guard or of any reserve component of the Armed Forces of the United States shall be entitled to leave of absence from their respective duties— without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits to which otherwise entitled for all periods of military services during which they are engaged in the performance of duty or training in the service of this State at the call of the Governor and as ordered by the Adjutant General without regard to length of time and for all periods of military services which they are engaged in the performance of duty in the service of the United States under competent orders for a period not to exceed— a total of one hundred twenty (120) hours in any Federal fiscal year.~~

b. ~~Before any payment of salary is made covering the period of the leave, the employee shall file with their immediate supervisor an official order from the appropriate military authority as evidence of such duty for which military pay is granted, which order shall contain the certification of the employee's commanding officer of performance of duty in accordance with the terms of such order.~~

c. ~~No member of the organized militia shall be discharged from employment by the City because of being a member of the organized militia, nor shall he/she be hindered or prevented from performing any militia service he/she may be called upon to perform by proper authority nor otherwise be discriminated against or dissuaded from enlisting or continuing his/her service in the militia by threat or injury to him/her in respect to his/her employment. Any employee of the City violating any of the provisions of this Section is guilty of a misdemeanor.~~

d. ~~Notwithstanding the provisions of any other administrative rule or law to the contrary, any person entitled to military leave pursuant to the provisions of subparagraph (a) of this Subdivision shall only be charged military leave for any hours which that person would otherwise have been required to work had it not been for such military leave. The minimum charge for military leave shall be one (1) hour and additional charges for military leave shall be in multiples of the minimum charge.~~

~~e. Any individual released from active duty with the National Guard of any reserve component of the Armed Forces of the United States shall report to the City for return to active status with the City within thirty (30) days of release from active duty. Failure to contact the City may result in a loss of benefits under this Section~~

- a. The City of Osage Beach supports the United States of America's military efforts and will provide paid or unpaid leave to employees who serve in the United States Armed Forces and to reservists and National Guard members ("uniformed services"). The City will administer applicable state and federal laws and regulations regarding military absence without discrimination.

Leave will be granted for:

- i. Active duty;
- ii. Training; or
- iii. To meet military-related obligations, such as reporting for periodic physical fitness examinations.

- b. Pay and any other rights or benefits to which an employee may otherwise be entitled, will be provided by the City for:

- i. All periods of military service during which an employee is engaged in the performance of duty or training in the service of the state at the call of the Governor and as ordered by the Adjutant General without regard to length of time; and,
- ii. All periods of military service during which an employee is engaged in the performance of duty in the service of the United States under competent orders, for a period not to exceed a total of 120 hours in any federal fiscal year. This paid leave will be tracked in one-hour increments. Only days during which an employee would otherwise have worked and received pay will be counted toward the 120- hour limit of paid leave.

- c. If an employee, who is a member of the National Guard or a reserve component, volunteers or is required to serve on federal active duty beyond 120 hours during any federal fiscal year, the employee, after utilizing military leave with pay, has the option of taking unused annual leave and compensatory time or may be granted military leave without pay. The City will grant military leave without pay for extended periods of military service up to five (5) years in accordance with applicable Federal and State laws.

- d. All City health plan coverages received by an employee taking military leave (paid or unpaid) will be continued by the City, on the same terms and conditions as if the employee were not on leave, for a period of up to thirty-one (31) days.

- e. Procedure.

- i. Employees requiring a military leave of absence are required to submit

copies of relevant military orders to their Department Head as soon as practicable. A copy of the military orders will be forwarded to the Human Resources Department for the employee's personnel file and payroll processing.

- ii. An employee returning to work at the end of a military leave of absence must notify their Department Head within the proper time frame of the intent to return who, in turn, shall notify the Human Resources Department.
- iii. The City must reemploy a returning service member as long as the following five criteria are met:
 1. The individual was absent from work on account of duty in the uniformed services.
 2. The individual gave the employer advance notice of their military obligation (unless an exception applies).
 3. The individual has been away for five years or less due to military obligations (with certain exceptions for situations such as call-ups during emergencies, reserve drills, annually scheduled active duty for training and initial periods of active duty).
 4. The individual was not released from service under dishonorable or other punitive conditions.
 5. The individual reported back to work in a timely manner (or submitted a timely application for reemployment) unless this was impossible or unreasonable. The time limit for returning to work depends on the length of the employee's military service as outlined under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

The employee must comply with the City's requests for any documentation needed to determine eligibility for reemployment unless documentation is not readily available or does not exist. If one or more of the reemployment criteria are not met, the City may terminate the individual and any rights or benefits that may have been granted.

- iv. A returning eligible employee shall be reemployed in the position the individual would have occupied with reasonable certainty if the individual had remained continuously employed.
- v. A copy of all documentation of the leave will be placed in the employee's personnel file.

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. 26.44 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. 26.44.

Richard Ross, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 7, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Todd Davis, Police Chief

Agenda Item:

Bill 26-45 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract extension with Lucky 8 LLC for an access agreement. *First Reading.*

Requested Action:

First Reading of Bill #26-45

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:

This is a request to allow the Police Chief to sign an access agreement between Lucky 8 TV, LLC and the City of Osage Beach for an additional 1 year (through May 3, 2027) for the filming of season 3 of Ozark Law.

Members of the Board, City Administration, and the Police Department have met with Lucky 8 staff and discussed concerns that have risen during season 2. Those concerns have been addressed, and we are confident they will not occur again.

Obviously, people watch Ozark Law to see the law enforcement incidents that occur here at Lake of the Ozarks. This season we will highlighting the many family friendly events that occur in Osage Beach such as America’s 250 Celebration with the Heart of Lake FreedomFest, The Shootout, K9 Cannonball, the progress of the Oasis development etc.

The Police Department recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 26-45 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 SIGN A CONTRACT EXTENSION WITH LUCKY 8 TV LLC FOR AN ACCESS AGREEMENT.

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 extension with Lucky 8 TV, LLC., under substantially the same or similar terms and conditions as set forth in "Exhibit A".

Section 2. 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. 26.45 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. 26.45.

Date

Richard Ross, Mayor

ATTEST:

Tara Berreth, City Clerk

As of May 3, 2024

The City of Osage Beach
City Hall
1000 City Parkway
Osage Beach, MO 65065
Attn: Mayor Michael Harmison

Re: Access Agreement

Dear Mayor Harmison,

This letter agreement (“Agreement”) sets forth the terms and conditions between Lucky 8 TV LLC (“Producer”) and The City of Osage Beach (the “City”), in connection with the filming and recording by Producer of the television series tentatively known as “Untitled Ozark Project (wt)” (the “Series”) in and around Osage Beach, MO. The Series is intended for initial exploitation on a television or digital network (the “Network”). In consideration of the promises and covenants set forth in this Agreement, the parties agree as follows:

1. **Term.** The term of this Agreement shall commence upon the date set forth above and shall continue for a period of one (1) year (the “Term”). Upon the mutual agreement of the Department and Producer, the Term of this Agreement may be extended for two (2) additional one (1) year periods.
2. **Access.** The City hereby grants and shall facilitate Producer’s access to the Osage Beach Police Department (the “Department”) generally, including, without limitation, access to the Department premises and/or locations owned and/or controlled by the Department so that Producer may film and record for the Series during the Term. Furthermore, the Department grants Producer access to Department officers, personnel, employees and agents (collectively, the “Personnel”) necessary for the Series during the Term and any extension thereof. The Department shall authorize (but not require) Personnel to allow video and audio recorded during production in all circumstances and locations related to the Series as Producer may reasonably require to capture and document the Department and its Personnel in the context of the Series. For the Department’s security purposes, Producer shall provide the Department with identifying information regarding each member of the field production crew as requested by the Department.
3. **Producer’s Obligations.**
 - a. Producer acknowledges and agrees that in order to protect the integrity of the Department's work, maintain the safety of officers and the public (inclusive of Producer's personnel), Producer shall comply with all instructions and restrictions as directed by the Department for purposes of the foregoing, in the Department’s sole discretion, at any and all filming locations. Any filming by Producer and the work of Producer’s personnel shall not interfere in any manner with the execution and performance of the Department's and Personnel’s duties.
 - b. Producer acknowledges and agrees that it may not, during the course of filming, put the Department to any expense it would not otherwise ordinarily incur, and any filming in connection herewith shall be done at no cost to the Department.
 - c. Producer shall be responsible for obtaining all necessary consents including the written consent of Department Personnel featured in the Series, and such consent by the Personnel is hereby expressly authorized (but not required) by the Department.

4. Rights.

a. Producer intends to (i) produce footage concerning the Department and its Personnel at work, and (ii) capture any and all footage of the Department, Department Personnel and Department operations to produce the Series. The Department hereby agrees and consents, and shall authorize (but not require) the Department Personnel to agree and consent, to the filming and recording of the Department, the Department Personnel and the Department Personnel's voices and likenesses (all of the foregoing, the "Footage") and the use of the Footage in whole or in part. The Department irrevocably grants to Producer, and shall authorize (but not require) Department Personnel to grant to Producer, all rights and consent to permit the fullest use of the Footage or any part(s) thereof in all media now known or herein invented, worldwide, in perpetuity. The Department further agrees, and shall authorize (but not require) the Department Personnel to agree that the Footage, the Department Personnel likeness(es), photograph(s) and biographical material about the Department and Department Personnel may be used for promotional purposes relating to the Series. Notwithstanding the expiration or termination of this Agreement for any reason whatsoever, Producer's rights in and to the Footage as set forth herein, and Network's right to exploit the Footage and/or Series, shall survive the expiration or earlier termination of this Agreement

b. The Department agrees that, as between the Department and Producer, all right, title and interest in and to the Series and all elements thereof and relating thereto including the Footage (collectively, "Material") shall be solely owned in perpetuity by Producer, including, without limitation, the perpetual and irrevocable right and license to use and re-use said Material in connection with the Series, and in connection with advertising, publicizing, exhibiting and exploiting such Series, including, without limitation, any ancillary products, in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised, including, without limitation, home video, mobile content and any other digital and/or new media, in perpetuity and throughout the universe. The Department hereby agrees that it has no right (including without limitation copyright), title, or interest in or to the Material, or any contents or elements thereof, or the ancillary rights thereto, including without limitation, the portrayal of any personal experiences, incidents, situations or events.

c. The Department irrevocably grants Producer a non-exclusive license to use the Department's proprietary intellectual property, names, trademark(s), logos or trade names as well as the names and images of the Department (collectively, the "Department Images") in and in connection with the Series, as Producer may determine in its sole discretion. For the avoidance of doubt, Producer shall have the right to use or refer to Department Images visually and/or in dialogue as Producer shall determine in its sole discretion. Producer shall have no rights in the Department Images except for use in connection with the Series as described herein.

d. As between the Department and Producer, the parties acknowledge and agree that any and all audio and visual recordings, the Footage, the Material and any element of the Series (all of the foregoing, the "Series Materials") shall be the sole and exclusive property of the Producer at all times. The Department hereby acknowledges and agrees that Producer is the sole owner of the Series Materials and at no time, past, present or future, shall the Department have an interest in, ownership of and/or access to the Series Materials.

5. Department Review.

a. The Department shall have the right to review the material featuring the Department contained in a near final version of the applicable episode(s) in which the Department is featured (each, an "Episode") to verify the factual accuracy of the investigation contained in the Footage of the applicable Episode. Producer shall arrange for the Department's Chief of Police or a designee (the "Representative") to screen a copy of the material featuring the Department contained in the applicable Episode. Due to very tight production schedules in connection with the Series and other exigencies of production, the Department agrees to return any comments to Producer within five (5)

business days of the Department's screening and review of the applicable Episode (the "Review Period"). If Producer does not receive comments within the Review Period, the Footage in such Episode shall be deemed approved. If the Representative provides timely comments pursuant to this paragraph, Producer shall meaningfully consult with the Department and make good faith efforts to depict the investigation accurately and without intentionally portraying the Department or its personnel in a false light or defamatory manner. Notwithstanding the foregoing, as between Producer and the Department, Producer shall have the absolute discretion to determine the editorial content of the Series and each episode thereof including, but not limited to, tone, theme, featured events and story line.

b. Producer hereby acknowledges that the Series shall not contain any confidential, non-public investigatory, procedural and/or operational information concerning the Department which could impair the integrity of an investigation or pose a legitimate and significant risk to law enforcement operations, public safety or property, such as the identity of a confidential informant ("Confidential Information"), and upon written notification during the Review Period as set forth in paragraph 5(a) by the Representative of the inclusion of such Confidential Information, Producer shall make good faith efforts to address any such issues, otherwise its inclusion shall be deemed approved. Without limiting the foregoing, in the event the Department notifies Producer during the Review Period of records that are required to be closed by law, Producer shall remove such records from the Series.

6. Exclusivity. The Department hereby confirms that during the Term of this Agreement, the Department will not, prior to the first transmission of the initial Episode of the Series featuring the Department, (i) enter into an agreement with another media company similar to this Agreement, or (ii) extend the same level of cooperation with another media company for the filming of an observational documentary program or series that is similar in theme, style or subject matter of the Series that may be broadcast on television. For the sake of clarity, nothing contained herein shall prohibit the Department from participating in any other types of television program (e.g., news programs, including local news features) that are not similar in theme, style or subject matter as the Series, or participate in any program that would not act as a "spoiler" for the Series. Notwithstanding the foregoing, the parties acknowledge that this Agreement and any materials submitted to the City are subject to the Missouri Sunshine Law, R.S.Mo. Chapter 610, and the Department's obligations thereunder supersede any provision under this Agreement.

7. Representations and Warranties. The Department represents and warrants that (i) it has the right, power and authority to enter into this Agreement and to fulfill its obligations and grant the rights hereunder; (ii) there is no contract with any other person, firm, corporation or entity which will in any way interfere with the rights granted to Producer hereunder or with the performance of the Department's obligations under this Agreement; (iii) there are no additional permissions necessary for the Department to be able to grant the rights or fulfill its obligations hereunder or any such additional permissions already have been obtained by Department; (iv) any act committed by it in connection with or related to the Series or this Agreement shall not violate any laws or rights of any person or entity, including any applicable state or federal laws, rules or regulations.

8. Miscellaneous.

a. Producer shall be under no obligation to actually use the Footage in any manner or to develop or distribute the Series.

b. The parties expressly agree that the relationship between them under this Agreement is that of two principals dealing with each other as independent entities subject to the terms and conditions of this Agreement. Producer is an independent journalist and is collecting the Footage and Material for its own benefit and not for or on behalf of the Department. At no time, past, present or future, shall the relationship of the parties be deemed, nor is it intended, to constitute an agency, partnership, joint venture, relationship of joint actors or collaboration for any reason whatsoever. Neither party shall have the right, power or authority at any time to act on behalf of, bind or represent

the other party.

c. Producer shall at all times defend, indemnify and hold the Department harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable outside attorney's fees (collectively, "Claims"), arising out of any breach of any of Producer's obligations contained herein and in connection with the development, production and/or exploitation of the Series; provided, however, that the foregoing defense and indemnification shall not apply to any Claims arising out of or resulting from: (i) any breach of any of the Department's representations, warranties or agreements herein; or (ii) malfeasance and/or gross negligence and/or other intentional tortious acts or omissions committed by the Department and/or any of the Department's respective agents, employees, guests or invitees.

The Department shall not at any time issue, authorize, or instigate any news story, magazine article or other publicity or information of any kind relating to the Series, or Producer or disclose any non-public information of Producer's without Producer's written consent in each instance. Notwithstanding the foregoing and for the avoidance of doubt, this paragraph shall not prevent the Department from releasing to the press and/or local news any information regarding a case that is featured in or relates to the Series, nor shall it prohibit any disclosure required by applicable law or a duly authorized subpoena or court order, or a valid inquiry by a citizen.

d. Producer may assign any and all rights in the Material including, without limitation, to the Network. Producer may not assign its rights of access without the Department's written consent.

e. This Agreement represents a complete and binding contract between the parties hereto, superseding any prior agreements, negotiations or understandings (written or oral) between them and may not be amended or otherwise changed expect by a written instrument signed by both Producer and the Department. The rights granted herein shall inure to the benefit of Producer, its licensees, successors and assigns. This Agreement is subject to and shall be governed by and construed in accordance with the laws of the State of Missouri without reference to its choice of law provisions.

If the foregoing conforms to your understanding of the Agreement, please sign in the space provided below. Upon full execution thereof, this Agreement shall be binding.

AGREED AND ACCEPTED

The City of Osage Beach

Lucky 8 TV LLC

By: 

By: 

Its: Michael Harmison
Michael Harmison, Mayor

Its: George R Kralovansky

Lucky 8 TV, LLC

As of March 20, 2026

Re: “Ozark Law” f/k/a “Untitled Ozark Project (wt)"/Access Agreement Extension

Dear Chief Davis:

Reference is hereby made to that certain access agreement dated as of May 3, 2024 between Lucky 8 TV, LLC (“Producer”) and The City of Osage Beach in connection with filming the Osage Beach Police Department (the “Department”) for the above-referenced project (the “Agreement”). Capitalized terms that are not otherwise defined herein are as defined in the Agreement.

Both Producer and the Department have agreed, and this letter shall confirm that, pursuant to Paragraph 1 of the Agreement, the Term is hereby extended for an additional one (1) year period (e.g., through May 3, 2027).

Best regards,

Lucky 8 TV, LLC

Chief Todd Davis

By: _____

By: _____

Its: _____

Its: _____

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 7, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Eric Gregory

Agenda Item:

Bill 26-51 - An ordinance of the City of Osage Beach, Missouri, amending Section 245.030, Park Rules and Regulations, Hours; removing Section 210.2330, City Park Hours of Operation. *First Reading.*

Requested Action:

First Reading of Bill #26-51

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:

The Parks Department is requesting approval to amend Ordinance 245.030, Park Rules and Regulations, Section B, to change the operating hours of Peanick Park from 6:00 A.M. – 10:00 P.M. to official sunrise to sunset, aligning with the current hours of City Park. The difference in operating hours between the two parks has created confusion for the public. Additionally, closing both parks at sunset is expected to help discourage illegal activity. The Parks Manager recommends approval of this amendment and is available to answer any questions.

City Attorney Comments:

Per City Code 110.230, Bill 26-51 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 245.030, PARK RULES AND REGULATIONS, HOURS; REMOVE SECTION 210.2330, CITY PARK HOURS OF OPERATION.

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

Section 1. That the following Section of the Osage Beach Code of Ordinances be amended so that such section shall read as follows:

Section 245.030. Park Rules and Regulations.

~~B. Hours. The City parks shall be open to the public every day. Peanick Park shall be open from 6:00 A.M. — 10:00 P.M. and the Osage Beach City Park shall be open from official sunrise to official sunset.~~

B. Hours. The City parks shall be open to the public every day. Peanick Park and Osage Beach City Park shall be open from dawn to dusk.

1. The City shall post signs stating the opening and closing hours of City parks.
2. The City of Osage Beach's sports fields and other park facilities (pavilions and softball/ baseball and soccer fields) at both Peanick Park and the Osage Beach City Park are available for reservations by the public when not otherwise scheduled. See Section 245.040, Reservations and User Fees, and Appendix A: Park Use Application for Permit, which is on file in the City offices.

3. Permits for the reserved use of park facilities may be approved for individuals or groups for use of any City park during the park operating hours. When not previously reserved, park facilities are open to the public on a first come, first served basis.

Section 2. That the following Sections of the Osage Beach Code of Ordinances be removed in their entirety:

~~Section 210.2330. City Park Hours of Operation.~~

~~A. City parks shall be open to the public everyday. Peanick Park shall be open from 6:00 A.M. to 10:00 P.M. and the Osage Beach City Park shall be open from dawn to dusk.~~

~~B. A permit may be approved for individuals or groups for use of any City park during the hours listed as closed~~

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. 26.51 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. 26.51.

Date

Richard Ross, Mayor

ATTEST:

Tara Berreth, City Clerk

**City of Osage Beach
Agenda Item Summary**

Date of Meeting: May 7, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Eric Gregory

Agenda Item:

Resolution 2026 - 12 - A resolution of the City of Osage Beach, Missouri, stating facts and reasons for the necessity to amend funds for the Fiscal Year 2026 relating to the Hatchery Road Lakefront Project.

Requested Action:

Resolution #2026-12

Ordinance Referenced for Action:

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

Deadline for Action:

Not Applicable

Budgeted Item:

Budget Line Information (if applicable):

Budget Amendment

Account Number & Title	Original Budget	Amended Budget
10-10-773278 Park Improvements	\$192,500	\$279,552
10-00-440155 Community & Park Donations	\$9,300	\$96,352

Department Comments and Recommendation:

The Parks Department is requesting approval of a budget amendment, not to exceed \$87,052.00, to fund materials for paving the Hatchery Road lakefront roadway in City Park. The Osage Beach Special Road District has agreed to reimburse the City for this expense.

A budget amendment is also requested for the Osage Beach Special Roads District

project reimbursement not to exceed \$87,052.00.

The project will be completed by the City Street Department using the new paving machine. In 2025, the City partnered with the Osage Beach Special Road District on a similar project, which included paving Hatchery Road to the dog park and maintenance shop.

The Parks Manager recommends approval of this request and is available to answer any questions.

City Attorney Comments:

City Administrator Comments:

I concur with the department's recommendation.

RESOLUTION 2026-12

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND FUNDS FOR THE FISCAL YEAR 2026 RELATING TO THE HATCHERY ROAD LAKEFRONT PROJECT.

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 and revenues in the sum of Eighty-Seven Thousand Fifty-Two Dollars (\$87,052.00) in the budget for the Fiscal Year 2026 for the funds necessary to complete the Lakefront Pavement Project at Hatchery City Park.

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 2026-12 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: May 7, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Frederick Gregory, Parks and Recreation Manager

Agenda Item:

Bill 26-52 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 25.103 Adopting the 2026 Annual Operating Budget requesting an amendment for the Hatchery Road Lakefront Paving Project. *First Reading.*

Requested Action:

First Reading of Bill #26-52

Ordinance Referenced for Action:

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

Deadline for Action:

Not Applicable

Budgeted Item:

No

Budget Line Information (if applicable):

Budget Amendment

Account Number & Title	Original Budget	Amended Budget
10-10-773278 Park Improvements	\$192,500	\$279,552
10-00-440155 Community & Park Donations	\$9,300	\$96,352

Department Comments and Recommendation:

The Parks Department is requesting approval of a budget amendment, not to exceed \$87,052.00, to fund materials for paving the Hatchery Road lakefront roadway in City Park. The Osage Beach Special Road District has agreed to reimburse the City for this

expense.

A budget amendment is also requested for the Osage Beach Special Roads District project reimbursement not to exceed \$87,052.00.

The project will be completed by the City Street Department using the new paving machine. In 2025, the City partnered with the Osage Beach Special Road District on a similar project, which included paving Hatchery Road to the dog park and maintenance shop.

The Parks Manager recommends approval of this request and is available to answer any questions.

City Attorney Comments:

Per City Code 110.230, Bill 26-52 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. 25.103 ADOPTING THE 2026 ANNUAL OPERATING BUDGET REQUESTING AN AMENDMENT FOR THE HATCHERY ROAD LAKEFRONT PAVING PROJECT.

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

Section 1. That the FY2026 Annual Operating Budget adopted as Ordinance No. 25.103 is hereby amended by appropriating additional funds or reducing appropriations as follows:

	Original Item	Amended Item
10-10-773278 Park Improvements	\$192,500	\$279,552
10-00-440155 Community & Park Donations	\$9,300	\$96,352

Section 2. In all other respects the 2026 Annual Operating Budget adopted in Ordinance No. 25.103 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. 26.52 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. 26.52.

Richard Ross, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City Park road

	Length	Length	Wide	Total length	Total Wide	Thick	Cubic Yards	Total Tons	Price	\$88.00Ton
Asphalt	1141 feet to circle	862 feet of Circle	18 feet	2003 feet	18 feet	4 Inch	445.11	901.32	\$79,288	
	Rock									
	4" to 6"Rock									
	200 ton								\$2,800.00	\$14.00Ton
	1" Clean Rock									
	200 ton								\$2,600.00	\$13.00Ton
	Culvert Pipe									
	240 feet of Culvert Pipe								\$2,364.00	\$9.85 a Foot
								Total cost	\$87,052.00	

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 7, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Jeff Fisher, Public Works Director

Agenda Item:

Bill 26-53 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Doctor's at the Lake Inc. for Proctor Road Drainage Improvements in an amount not to exceed \$30,000.00. *First Reading.*

Requested Action:

First Reading of Bill #26-53

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:

Yes - Capital Improvement Plan

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-773175 Misc Storm Sewer Projects

FY2026 Budgeted Amount:	\$380,000 total/\$50,000 this project
FY2026 Expenditures to Date (04/27/2026):	(\$ 125.20)
FY2026 Available:	\$379,875 total/\$50,000 this project
FY2026 Requested Amount:	\$30,000

Department Comments and Recommendation:

The Public Works Team is recommending Doctor's Landscaping at the Lake to be Awarded the contract for Proctor Drainage Improvements. The task was budgeted at \$50,000 for 2026. A low-impact landscape design was proposed for the scope of work.

Based upon the contractor's previous work and field of work, we feel they are best suited for this task. The task requires a landscape perspective given the Design Build nature.

City Staff recommends the signing of the contract for \$25,802.00. Staff recommends the City Administrator have authority to spend up to \$30,000.00.

Justification:

Proctor Rd near this project drains into several box culverts which then discharge through the resident's property. Consequently, several years of erosion caused by fast moving discharge has eroded the landscape and shoreline. After discussing our desires for a landscape approach with our on-call engineers, they confirmed the use of this method.

City Attorney Comments:

Per City Code 110.230, Bill 26-53 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 SIGN A CONTRACT WITH DOCTOR’S AT THE LAKE INC FOR PROCTOR ROAD DRAINAGE IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$30,000.00.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a Construction Contract with Doctor’s at the Lake Inc. 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 Thirty Thousand Dollars. (\$30,000.00)

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 26.53 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. 26.53.

Date

Richard Ross, Mayor

ATTEST:

Tara Berreth, City Clerk



CITY OF OSAGE BEACH STANDARD TERMS RIDER – LONG FORM

THIS RIDER adds the following standard terms to the attached bid, order form, estimate, or proposal (the “**Bid**”) between the City of Osage Beach, Missouri (“**City**”) and Doctor’s At the Lake Inc (“**Contractor**”). In the event any of these terms conflict with the attached Bid, these terms shall control. The Bid together with this Rider shall constitute the parties’ “**Agreement.**”

I. Overview

Contractor shall provide all labor, materials, and equipment necessary to provide a complete and fully functioning product as described in this Agreement.

II. Payment

City will pay Contractor the Bid amount, net any change orders, within 14 days of the Project Manager, Building Official, or other responsible official certifying completion of the Work described in this Agreement.

III. Additional Standard Terms

The following clauses will be included in the final agreement between the parties. They 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:

1. **Professionalism.** In addition to any warranties or specifications contained in its Bid, 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 this Agreement 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.
2. **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.
3. **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.
4. **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 response to this and any other RFQ, RFP, or IFB shall be borne by the proposer.
5. **Assignment or Transfer.** No rights or obligations contemplated by this Agreement shall be transferred or assigned without formal written approval by the City.

6. **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.
7. **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.
8. **Certifications Regarding Debarment.** Contractor certifies that, except as noted below, it and any other person associated therewith in the capacity of owner, partner, director, officer, or manager (collectively “Contractor Principals”), are not presently nor have ever been under suspension, debarment, voluntary exclusion, or determination of ineligibility by any governmental unit or agency (whether federal, state, tribal, local, or other), nor is any such action pending. Contractor further certifies that it and its Contractor Principals have not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct, nor has Contractor or any Contractor Principal been party to any public transaction (whether federal, state, tribal, local, or other) terminated for cause or default. Contractor further certifies that any and all exceptions to these representations were disclosed with its Bid, and City relied on these certifications as a material inducement into accepting Contractor’s Bid. Contractor must notify City within thirty days of being debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity so long as work remains to be performed under this Agreement.
9. **Grants.** In the event the work provided for herein is being funded, in whole or in part, by a federal, state, local, or private grant, City’s obligations herein shall be contingent upon such grant being available for the term of this Agreement. City shall not be obligated to make pay any monies funded by grant funds until such funds are received by and available to the City Treasurer. Except as otherwise provided herein, if this Agreement is not funded, then both parties are relieved of all of their obligations thereunder.
10. **Prevailing Wage.** If the Bid accepted by the City or the total project cost, whichever is greater, is in the amount of \$75,000.00 or more, Contractor shall comply with the provisions of Missouri law pertaining to the payment of wages on public works projects. As used herein, all totals shall include: (1) the value of work performed on the project by every person paid by a contractor or subcontractor for that person’s work on the project; and (2) all materials and supplies purchased for the project. *See* R.S.Mo. §§ 290.210-.340.
11. **E-Verify.** If the Bid 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 persons employed to perform the Bid. Contractor shall sign an affidavit affirming it does not knowingly employ any person who is an unauthorized alien in connection to the Work. *See* R.S.Mo. § 285.530.
12. **Sunshine Law.** All material submitted to the City will become public record and will be subject to the Missouri Sunshine Law, 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 Law supersedes any request by Contractor that material be treated as proprietary or confidential.
13. **Anti-Israel Discrimination.** Contractor certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. *See* R.S.Mo. § 34.600.
14. **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.

15. **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).
16. **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.
17. **Termination.** 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.
18. **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.
19. **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. Without limiting the foregoing, this Agreement expressly supersedes any click-through, browse-wrap, or any other terms related to the subject matter of this Agreement on any website or that otherwise may be presented to or required to be accepted by the City or its employees and contractors while exercising rights under this Agreement.
20. **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.
21. **Governing Law; Disputes.** This Agreement shall be governed by the laws of the State of Missouri. Any action arising out of this Agreement or its subject matter shall be litigated in the Circuit Court for Camden County, Missouri and the parties consent and agree to the exclusive personal and subject-matter jurisdiction of that Court. Nothing in this Agreement shall require the City to consent to arbitration or other binding dispute resolution.
22. **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.
23. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.
24. **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.
25. **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.

Doctor's At the Lake Inc hereby acknowledges and agrees to the terms above.

Signature of Authorized Representative

Name and Title

BID TABULATION
 City of Osage Beach
 Proctor Drainage

Bid Opening April 15th 2026

Item:	Doctors Landscaping		Travis Hodge Hauling	
	Units	Price	Units2	Price2
Boulders, Weathered Limestone	13 tons		N/A	
1 in clean Gravel	15 tons		N/A	
Skid Loader	15 tons		N/A	
Labor for Retaining wall	8 hours		N/A	
MWB- Strata Fabric	0.25 roll		N/A	
Mini Excavator	5 hr		N/A	
Site/Grade Preparation	20 hr		N/A	
Site Disposal		2	N/A	
Material Delivery		2	N/A	
Rip Rap 12-14"	15 tons		N/A	
Limestone 6-12"	20 tons		N/A	
Speciality Limestone Boulders	2 tons		N/A	
Castlewood Ledge Rock 6 in Random	1.5 tons		N/A	
Rock Installation	30 hr		N/A	
Ledgestone Installation	10 hr		N/A	
Total labor	130 hr		N/A	
		Total Price		Total Price
		\$25,802.00		\$23,500.00
Notes				
No Bid calculations submitted				
A job description added instead				

BID FORM

To: Honorable Mayor and Board of Aldermen
City of Osage Beach, Missouri

Gentlemen:

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, General Conditions, Supplementary Conditions, and other related Contract Documents attached hereto and referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and rehandling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSE and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) for the total bid price.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.

Bidder acknowledges receipt of the following Addenda, which has been considered in the preparation of this Bid:

NA No. NA Dated NA
No. NA Dated NA

Bidder agrees, if the bid is accepted, to perform all the work described in the Project Manual including all Addenda, for the following prices.

TOTAL BID In writing: Twenty five thousand eight two
dollars

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

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

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

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

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the Owner shall, at the option of the Owner, be retained by the Owner as liquidated damage for the delay and expense caused the Owner; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth on page IB-5, paragraph 6.0 Bid Security.

Dated at 1:00 pm this 15 day of April, 2026

LICENSE or CERTIFICATE NUMBER, if applicable N/A

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____
Signature and Title

Doing Business As _____
Typed or Printed Name

Name of Firm
Business Address of Bidder: _____

Telephone No. _____

.....

IF A PARTNERSHIP: N/A

Name of Partnership _____
Member of Firm (Signature)

Member of Firm (Typed or Printed)

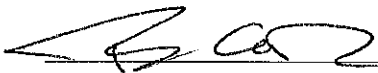
Business Address of Bidder: _____

Telephone No. _____

.....

IF A CORPORATION: Doctor's At the Gate Inc

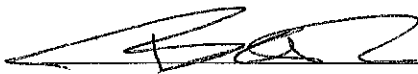
Name of Corporation

By  - President

Signature & Title

Bruce Doctor - President

Typed or Printed Name

ATTEST: 

(CORPORATE SEAL)

Secretary or Assistant Secretary Signature

Bruce G Doctor

Typed or Printed Name

Business Address of Bidder: 606 State Road TT

Sunrise Beach MO 65079

Telephone No. 573-374-1312

If Bidder is a Corporation, supply the following information:

State in which Incorporated: Missouri

Name and Address of its: President Bruce Doctor

2085 Spring Cave Road Sunrise Beach MO 65079

Secretary Bruce Doctor

2085 Spring Cave Road Sunrise Beach MO 65079

BIDDER'S QUALIFICATIONS AND SUBCONTRACTING

To evaluate the bidders' qualifications for acceptance of this project, the Owner requests the following:

a. Previous Experience (Projects of similar construction detail)

<u>Location</u>	<u>Year</u>	<u>Type & Size</u>	<u>Approximate Bid</u>
1016 Las Campanas	2025	Ledge stone retaining wall	\$ 50,000
943 Anemone	2023	Ledge stone retaining wall	\$ 48,000
25 Sharkstooth Dr	2024	Ledge stone walls dry creek bed	\$ 27,000
1000 city Parkway	2024	retaining wall	\$ 14,829

b. List of equipment available for this job.

John Deere 35G mini-excavator
 John Deere 317G Skid Loader

c. List of subcontractors to be used on this project

<u>(Name)</u>	<u>(Type of Work)</u>
N/A	

This report is an integral part of the proposal.

Dated April 15, 2026
 By Bruce Dack
 Title President

CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

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

CERTIFICATION OF BIDDER

Bidder's Name Doctors 'At the Lake' Inc

Address 606 state road TT sunrise Beach NO 65079

Internal Revenue Service Employer Identification Number 20-1475771

I. Participation in a previous contract or subcontract

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

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

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

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

2. Dollar amount of bid \$ 25,820.

3. Anticipated performance period 10 days.
4. Expected total number of employees who will perform the proposed construction 2.
5. Non segregated facilities
 - a. Notice to Prospective Federally Assisted Construction Contractors
 - (1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the recipient prior to the award of a federally-assisted construction contract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.
 - (2) Contractors receiving federally-assisted construction contract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000 00 and are not exempt from the provisions of the Equal Opportunity Clause;
 - b. Notice to Prospective Subcontractors of Requirement for Certification of Non segregated Facilities
 - (1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439), May 10, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.
 - (2) Contractors receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.
 - c. Certification of Non segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide for his employee any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification if a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facility" means any waiting room, work areas, rest rooms, and other storage or dressing areas, parking lots, drinking fountains,

recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed, or national origin, because of habit, location custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontractors exceeding \$10,000.00 which are not exempt from the provision of the Equal Opportunity Clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

REMARKS:

CERTIFICATION - The information above is true and complete to the best of my knowledge and belief.

Bruce Doctor President

(Name and Title of Signer - type written)



Signature

April 15 2026

(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

Doctors At the Gate Inc

Name of Prime Contractor

e. Have you ever been or are you being considered for sanction due to violation of executive order 11246 as amended. _____ Yes _____ No

2. Dollar amount of proposed subcontract \$ _____.

3. Anticipated performance period _____.

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

5. Non segregated Facilities

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

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

(2) Contractors receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

b. The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facility" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed, or national

origin, because of habit, location custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

REMARKS:

CERTIFICATION - The information above is true and complete to the best of my knowledge and belief.

Bruce Doctor President

(Name and Title of Signer - type written)



Signature

April 15 2026

(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

VERIFICATION
(BIDDER)

STATE OF Missouri)

) SS

COUNTY OF Camden)

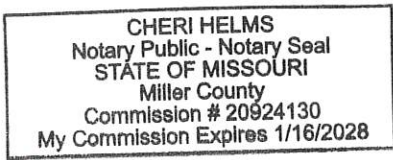
Before me, a Notary Public duly commissioned, qualified and acting, personally appeared (enter name of person who signed the Bid Bond on behalf of the Bidder), Bruce G Doctor

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

Subscribed and sworn before me on this 15th day of April, 2026.

Notary Public Cheri Helms

My Commission Expires: 1/16, 2028.



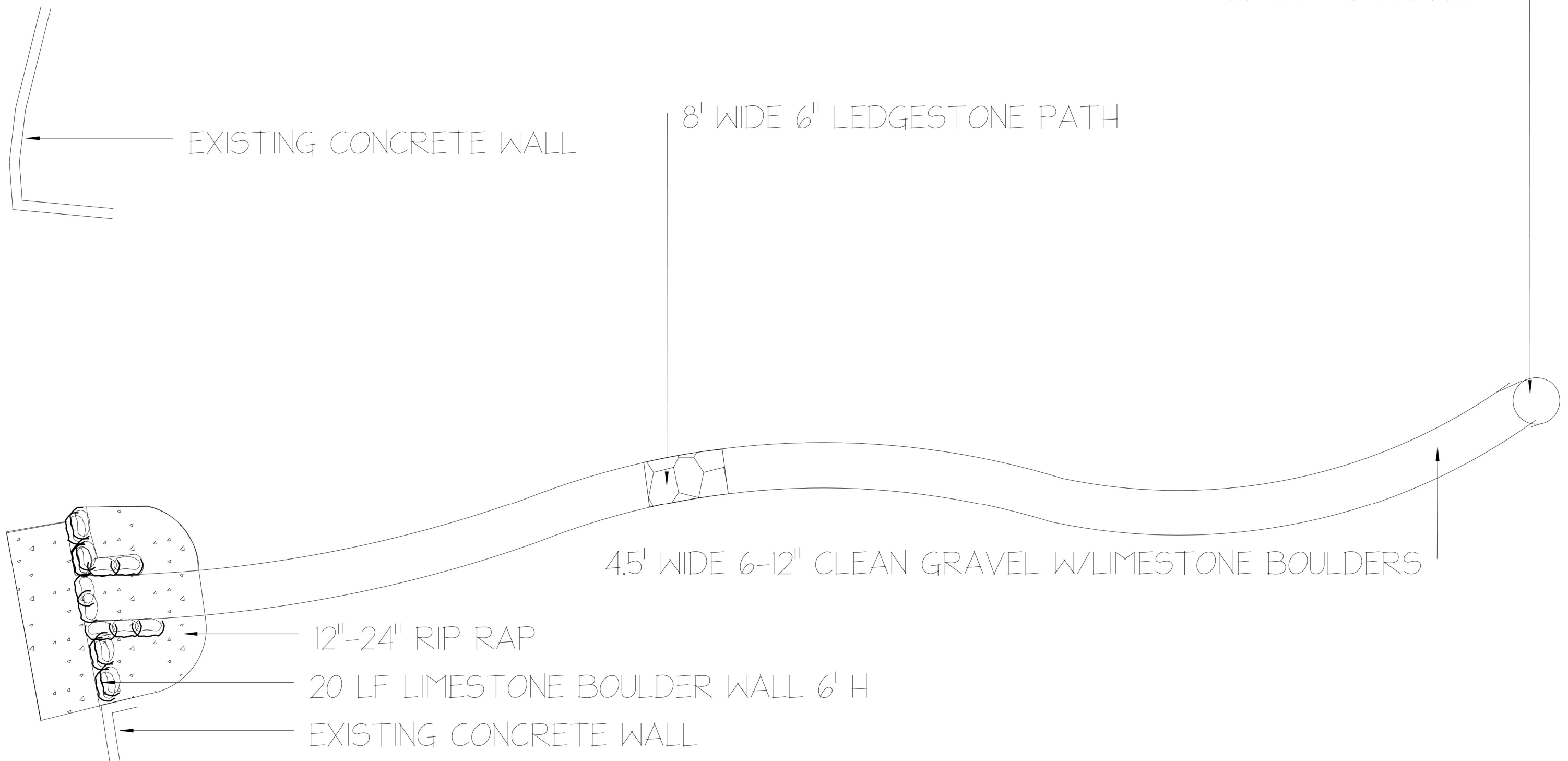
COLTEN WRIGHT

APRX 1260 PROCTER RD
OSAGE BEACH



client:		
scale	1:10	revision
date	12/18/2025	
drawn by	checked by	drawing #
FERN WILDFLOWER		

EXISTING CULVERT



CITY OF OSAGE BEACH

PROJECT MANUAL

1270 Proctor Drainage

OB-07-26



**CITY OF OSAGE BEACH
1000 CITY PARKWAY
OSAGE BEACH, MO 65065
TELEPHONE (573) 302-2000**

**Colten Wright/Project Manager
5757 Chapel Drive
Osage Beach, MO 65065
Telephone 573-302-3000 extension 1062**

ADVERTISEMENT FOR BIDS

The City of Osage Beach is soliciting sealed bids for 1270 Proctor Drainage OB-07-26 Project. Sealed bids will be accepted at the office of the City Clerk, City Hall, 1000 City Parkway, Osage Beach, Missouri, 65065 until April 15, 2026, at 2:00pm. Please indicate on the outside of the envelope the following: SEALED BID: 1270 Proctor Drainage OB-07-26.

Plans and specifications are on file for review at the City Hall 1000 City Parkway, Osage Beach, Missouri 65065. Copies of the Bidding Documents may be obtained from the office of the City Clerk upon payment of a non-refundable sum of **\$50 (Fifty Dollars)** for each complete set. An additional charge will be assessed for shipping of bidding documents.

Bids must be submitted on the Bid Forms provided in the bound Bidding Documents Package and be accompanied by the bidder's certified check or bid bond in the amount of five percent (5%) of the total bid. A performance bond will be required of the successful bidder. The successful bidder will also be required to obtain a contractor's license and submit a certificate of insurance for workers' compensation.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

Any Bidder or equipment supplier whose firm or affiliate is listed on the General Services Administration (GSA) publication entitled "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs" will be prohibited from the bidding process. Anyone submitting a bid who is so listed will be determined to be a non-responsive Bidder in accordance with 40 CFR 31. Bidders on this work will be required to comply with the President's Executive Order No. 11246 in regard to non-discrimination in employment.

Enrollment in Federal Work Authorization program

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder 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. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

Safety training

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

Authorized employees

Contractor acknowledges that Section 285.530 RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

The City reserves the right to reject any and all bids, to waive informalities or irregularities, and to determine the lowest responsive and responsible bidder, and to award the contract on that basis. All Bidders must agree that such rejection shall be without liability on the part of the City for any damage or claim brought by any Bidder because of such rejection, nor shall the Bidder seek any recourse of any kind against the City because of such rejection. The filing of any Bid in response to this invitation shall constitute an agreement of the Bidder to these conditions.

All disputes under this contract and any litigation resulting under this contract shall be filed, tried, remain and be ultimately resolved in the Circuit Court of Camden or Miller County on any appeal therefrom within the courts of the State of Missouri. The contractor hereby knowingly, intelligently and voluntarily agrees and waives any and all removal rights to federal court or the right to litigate the claim or any part thereof in courts of any other state for any reason.

City of Osage Beach
A Municipal Corporation

By:

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

Tara Berreth, City Clerk

CITY OF OSAGE BEACH
BIDDING OFFICER'S CHECK LIST
FOR OFFICIAL USE ONLY

1. Bid package envelope properly marked.
 - a. Bidder's company name and address _____
 - b. Bidder's telephone number _____
 - c. Project title as appears on the Contract Agreement _____
 - d. Clearly labeled: "SEALED BID ENVELOPE ENCLOSED" _____

If the Bid is sent through mail or other delivery system
 2. Bid Form
 - a. Form completed in ink or typed _____
 - b. All blanks correctly filled or answered _____
 - c. Any corrections properly executed and initialed _____
 3. Receipt of Addendums Acknowledged
 - a. Number of Addenda and date received recorded _____
 4. Satisfactory evidence of authority of person signing the Bid Form
 - a. Individuals – Power of Attorney Attached _____
 - b. Partnerships – Attested by Secretary of the Partnership _____
 - c. Corporation – Attested by Secretary or Assistant Secretary of the Corporation _____
 - d. Business address, Partnership Address and location,
Corporate address and state shown _____
 - e. Typed or printed names of signers below signatures _____
 5. Bid Bond and Power of Attorney enclosed _____
 6. List of Subcontractors included _____
 7. List of Manufactures and suppliers (if required) _____
 8. Bidder's Qualifications _____
 9. EEO Certification for prime and subcontractors _____
 10. Certificate of the Principle (Bidder) _____
 11. Other Certifications or Affidavit as required _____
-

Note: Failure to fully or correctly execute the bidding documents may be considered sufficient basis to disqualify the bid.

DESCRIPTION OF WORK

This project consists of installing a natural storm water erosion control through the area outlined in the easement. Repairs of the lake shore are to be done with little evasion to the surrounding landscape, and access across the terrain is to be included. All permits and restrictions are to be considered within the scope concerning work along the lake and shoreline.

The city reserves the right to add or delete portions of the work to meet budgetary requirements. All work shall be performed under a single contract.

END

BID FORM

To: Honorable Mayor and Board of Aldermen
City of Osage Beach, Missouri

Gentlemen:

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, General Conditions, Supplementary Conditions, and other related Contract Documents attached hereto and referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and rehandling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSE and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) for the total bid price.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.

Bidder acknowledges receipt of the following Addenda, which has been considered in the preparation of this Bid:

No. _____ Dated _____

No. _____ Dated _____

Bidder agrees, if the bid is accepted, to perform all the work described in the Project Manual including all Addenda, for the following prices.

TOTAL BID In writing: _____

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

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

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

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

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the Owner shall, at the option of the Owner, be retained by the Owner as liquidated damage for the delay and expense caused the Owner; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth on page IB-5, paragraph 6.0 Bid Security.

Dated at _____ this _____ day of _____, 20__.

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____

Signature and Title

Typed or Printed Name

Doing Business As _____

Name of Firm

Business Address of Bidder: _____

Telephone No. _____

.....
IF A PARTNERSHIP: _____

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder: _____

Telephone No. _____

IF A CORPORATION: _____

Name of Corporation

By _____

Signature & Title

Typed or Printed Name

ATTEST: _____ (CORPORATE SEAL)

Secretary or Assistant Secretary Signature

Typed or Printed Name

Business Address of Bidder: _____

Telephone No. _____

If Bidder is a Corporation, supply the following information:

State in which Incorporated: _____

Name and Address of its: President _____

Secretary _____

BIDDER'S QUALIFICATIONS AND SUBCONTRACTING

To evaluate the bidders' qualifications for acceptance of this project, the Owner requests the following:

- a. Previous Experience (Projects of similar construction detail)

<u>Location</u>	<u>Year</u>	<u>Type & Size</u>	<u>Approximate Bid</u>

- b. List of equipment available for this job.

- c. List of subcontractors to be used on this project

(Name)	(Type of Work)

This report is an integral part of the proposal.

Dated _____, _____

By _____

Title _____

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

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

CERTIFICATION OF BIDDER

Bidder's Name _____

Address _____

Internal Revenue Service Employer Identification Number _____

1. Participation in a previous contract or subcontract

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

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

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

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

2. Dollar amount of bid \$ _____.

3. Anticipated performance period _____ days.
4. Expected total number of employees who will perform the proposed construction _____.
5. Non segregated facilities
 - a. Notice to Prospective Federally Assisted Construction Contractors
 - (1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the recipient prior to the award of a federally-assisted construction contract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.
 - (2) Contractors receiving federally-assisted construction contract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000 00 and are not exempt from the provisions of the Equal Opportunity Clause;
 - b. Notice to Prospective Subcontractors of Requirement for Certification of Non segregated Facilities
 - (1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439), May 10, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.
 - (2) Contractors receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.
 - c. Certification of Non segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide for his employee any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification if a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facility" means any waiting room, work areas, rest rooms, and other storage or dressing areas, parking lots, drinking fountains,

recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed, or national origin, because of habit, location custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontractors exceeding \$10,000.00 which are not exempt from the provision of the Equal Opportunity Clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

REMARKS:

CERTIFICATION - The information above is true and complete to the best of my knowledge and belief.

(Name and Title of Signer - type written)

Signature

(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

Name of Prime Contractor

GENERAL

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

SUBCONTRACTORS CERTIFICATION

Subcontractor's Name _____

Address _____

Internal Revenue Service Employer Identification Number _____

1. Participation in a previous contract or subcontract
 - a. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause _____ Yes _____ No.
 - b. Compliance reports were required to be filed in connection with such contract or subcontract _____ Yes _____ No.
 - c. Subcontractor as filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964? _____ Yes _____ No.
 - d. If answer to item c is "No" please explain in detail on reverse side of this certification.

- e. Have you ever been or are you being considered for sanction due to violation of executive order 11246 as amended. Yes No
2. Dollar amount of proposed subcontract \$_____.
3. Anticipated performance period _____.
4. Expected total number of employees who will perform the proposed subcontract _____.
5. Non segregated Facilities
- a. Notice to Prospective Contractors of Requirement for Certification of Non segregated Facilities
- (1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the contractor prior to the award of a subcontract exceeding \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.
- (2) Contractors receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.
- b. The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facility" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed, or national

origin, because of habit, location custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

REMARKS:

CERTIFICATION - The information above is true and complete to the best of my knowledge and belief.

(Name and Title of Signer - type written)

Signature

(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CITY OF OSAGE BEACH, MISSOURI

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, "the Bidder", _____, a corporation ____, individual ____, partnership ____, joint venture ____, of the State of _____, qualified to do business in the State of Missouri, as Principal, and "the Surety", _____, of the State of _____, authorized to do business as surety in the State of Missouri, are hereby held and firmly bound unto the **CITY OF OSAGE BEACH, MISSOURI**, a third class City, "the Owner", as Oblige in the penal sum of _____ Dollars (\$ _____), which represents five percent (5%) of the sum of the Bidder's Base Bid plus all alternates, for the payment of which the Bidder and the Surety hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly and severally, firmly by these presents in accordance with Missouri Law.

WHEREAS, the Bidder has submitted to the Owner the Bidder's Bid, to which this Bond is attached, to enter into the Contract with the Owner for 1270 Proctor Drainage OB-07-26 covered by Bidding Documents prepared by the Engineer, which Bidding Documents are incorporated into this Bid Bond by this reference:

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

- A. If the Owner makes demand on the Surety to perform in accordance with the Surety's obligations under this Bond, then the full amount of the Surety's obligation for default of the Principal shall be immediately due and payable to the Owner, and the Surety shall pay that sum without delay. Additionally, the Surety shall reimburse the Owner for all costs of collection, as provided in Instruction to Bidders.
- B. The Surety, for value received, stipulates and agrees that the obligations of the Surety and its Bond shall be in no way impaired or affected by any extension of time within which the Owner may accept the Bid, and the Surety does, by this agreement, waive notice of any such extension.
- C. It is the intention of the Bidder, Surety and Owner that the Surety shall be bound by all terms and conditions of the Bidding Documents and this Bid Bond. However, if any provision(s) of the Bid Bond is/are illegal, invalid or unenforceable, all other provisions of this Bid Bond shall nevertheless remain in full force and effect, and the Owner shall be protected to the full extent provided by Missouri Law.

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

Address and Telephone of Surety Address and Telephone of agent who is licensed in Missouri

Signed and sealed this _____ day of _____, 20 ____.

WITNESS:

BIDDER: (Print Full Name)

By: _____

Name & Title: _____

WITNESS:

SURETY: (Print Full Name & Sign)

By Agent: _____

By Attorney-in-Fact: _____

(Attach Certified Copy of Power of Attorney)

CERTIFICATE OF PRINCIPAL

(BIDDER)

I, _____, certify that I am _____ of
(Name of person signing certificate) (Title of person signing Certificate)

_____ and _____
(Company Name) (Name of Person Signing Bid Bond)

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

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

Signed by the Authorized Officer or manager of the Bidder

Name of the Bidding Entity

(Corporate Seal)

VERIFICATION

(BIDDER)

STATE OF _____)

) SS

COUNTY OF _____)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared (enter name of person who signed the Bid Bond on behalf of the Bidder), _____

to me well known to be the person described in and who signed the Bid Bond, who being by me first duly sworn upon oath, says that he/she is the attorney-in-fact for (enter name of bidding entity) _____

_____ and has the authority to execute the attached Bid Bond on behalf of the named Bidder in favor of the **CITY OF OSAGE BEACH, MISSOURI.**

Subscribed and sworn before me on this _____ day of _____, 20 ____.

Notary Public

My Commission Expires: _____, 20 ____.

INSTRUCTION TO BIDDERS

1.0	DEFINED TERMS	IB-22
2.0	COPIES OF BIDDING DOCUMENTS	IB-23
3.0	QUALIFICATIONS OF BIDDERS	IB-23
4.0	EXAMINATION OF CONTRACT DOCUMENTS AND SITE.....	IB-24
5.0	INTERPRETATIONS AND ADDENDA	IB-26
6.0	BID SECURITY	IB-27
7.0	CONTRACT TIME	IB-28
8.0	LIQUIDATED DAMAGES	IB-28
9.0	EQUIVALENT, SUBSTITUTE, OR "OR-EQUAL" ITEMS.....	IB-28
10.0	SUBCONTRACTORS, SUPPLIERS AND OTHERS.....	IB-29
11.0	BID FORM	IB-30
12.0	PREPARATION AND SUBMISSION OF BIDS	IB-31
13.0	MODIFICATION AND WITHDRAWAL OF BIDS	IB-33
14.0	OPENING OF BIDS.....	IB-33
15.0	BIDS TO REMAIN OPEN.....	IB-33
16.0	AWARD OF CONTRACT.....	IB-34
17.0	CONTRACT SECURITY AND INSURANCE	IB-35
18.0	EXECUTION OF THE AGREEMENT	IB-35
19.0	RELATED WORK UNDER SEPARATE CONTRACTS	IB-36
20.0	SCHEDULING AND CONTRACT SEQUENCING	IB-36
21.0	TAXES.....	IB-36
22.0	RETAINAGE.....	IB-37
23.0	COST AND PRICING DATA.....	IB-37

INSTRUCTIONS TO BIDDERS

1.0 DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders (or pronouns in place of terms) which are defined in the Contract Documents have the intent and meanings assigned to them in the Contract Documents.
- 1.2 Other terms (or pronouns in place of terms) used in the Bidding Documents and not defined elsewhere have the following intent and meanings which are applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued prior to the date for opening of Bids which may interpret or modify the Bidding Documents by additions, deletions, clarifications, or corrections.

Bid - The written offer of the Bidder, or the forms furnished within the Bidding Documents, for the Work proposed.

Bidder - The individual, partnership, or corporation, or combination thereof, acting directly or through an authorized representative, formally submitting a Bid directly to City of Osage Beach, as distinct from a Sub-Bidder, who submits a Bid to a Bidder.

Bidding Documents Package – The Bidding Documents Package contains: Official Use Check List, Advertisement for Bids, Description of the Work, Bid Form, Bidder’s Qualifications, Equal Opportunity Certification, and the Bid Bond.

Bidding Documents – The Bidding Documents contain the Bidding Documents Package, the Project Manual, a set of the Contract Drawings and any addenda issued prior to the distribution of Bidding Document.

City – Generally to mean the City of Osage Beach city government or agents thereof.

Contract Drawings – The official working drawings for the project issued as a part of the contract documents.

Engineer – Either the City of Osage Beach Engineering Department, or an Architectural/Engineering Firm employed by the City as an agent to accomplish the project design, tests, or studies.

Owner – Generally the City of Osage Beach or it’s authorized agents.

Project Manual – The Project Manual provides all the bidding documents, certifications, forms, general specifications and technical specifications. The project manual contains all required documents including: Advertisement for Bids, Description of the Work, Instructions to Bidders, Bid Form, Bidder’s Qualifications, Equal Opportunity Certification, Bid Bond, the Agreement Form, Performance and Payment Bond Forms, certificates, General Conditions, Supplementary Conditions, General Requirements, and Technical Specifications.

Qualification Submittals - Data pertaining to a Bidders' qualifications, which shall be submitted as, set forth in Article 3 of these Instructions to Bidders.

Successful Bidder - The lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

Total Bid Price - The total amount listed on the Bid Form representing Bidder's Total Bid Price.

2.0 COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents may be obtained as set forth in the Advertisement for Bids. The Bidding Documents shall contain the Bidding Documents Package, the Project Manual, a set of the Contract Drawings and any addenda issued prior to the distribution of Bidding Document packages. All other addenda will be sent under separate cover. It shall be the responsibility of the Bidder to assure that they have received all Addenda.
- 2.2 The Project Manual and the Contract Drawings shall be used in preparing Bids; the City of Osage Beach does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of the Contract Drawings or the Project Manual.
- 2.3 The City of Osage Beach in making copies of Bidding Documents Package available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer license or grant for any other use.
- 2.4 The copy of Bidding Documents shall be filed with each Bid and shall be complete. It shall be the responsibility of the Bidder to assure that they have received all Addenda.

3.0 QUALIFICATIONS OF BIDDERS

- 3.1 Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon and that they have the necessary financial resources to complete the proposed Work. Bidders may also be required to submit satisfactory evidence that they have available or can obtain the required material in sufficient time to perform the Work before the proposed completion date.
- 3.2 In determining the lowest responsible Bid, the following elements will be considered: Whether the Bidder involved (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the Work properly and expeditiously; (c) has suitable financial status to meet obligations incidental to the Work; (d) has appropriate technical experience; (e) has materials available; and (f) has competent subcontractors, material and equipment manufacturers.
- 3.3 Each Bidder may be required to show that former Work performed by him has been handled in such manner that there are no just or proper claims pending against such Work. No Bidder will be acceptable if he is engaged on any other Work which impairs his ability to finance this Work or provide equipment for the proper execution of same. Each Bidder shall demonstrate his ability by meeting all requirements herein stipulated if asked for them.

- 3.4 If required by State Statutes, then each Bid shall contain evidence that the Bidder is properly qualified to do business in the State and in the county where the Project is located by disclosing that the Bidder and his nominated Subcontractors hold valid licenses and certificates, if applicable, issued by those Public Government Bodies with jurisdiction over the Work. A City of Osage Beach Contractor's License is required.

4.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 It is the responsibility of each Bidder, before submitting a Bid, to (a) examine the Bidding Documents Package thoroughly, (b) visit the site to become completely familiar with local conditions that may in any manner affect cost, schedule, progress, performance or furnishing of the Work, (c) familiarize himself with and consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, schedule, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Bidding Documents, (e) make written requests for interpretation from Engineer as provided for in paragraph 5.1 herein, promptly after discovery of any conflicts, errors, ambiguities or inconsistencies in the Bidding Documents, and (f) if required, submit preliminary qualifications of items of materials and equipment as provided for in paragraph 9.0 herein.
- 4.2 Reference is made to the Supplementary Conditions for identification of:
- 4.2.1 Those reports of investigations and tests of subsurface conditions at the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction. Engineer assumes no responsibility for the accuracy, reliability or completeness thereof of reports prepared or tests performed by others, unless prepared or performed under a direct agreement with Engineer.
- 4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of Bidding or construction. Engineer assumes no responsibility for the accuracy, reliability or completeness thereof of reports prepared or tests performed by others, unless prepared or performed under a direct agreement with Engineer.
- 4.2.3 When such reports and drawings showing a record of the data obtained by the investigations and tests of subsurface conditions at the site are included with the Bidding Documents, or made available to Bidders as set forth in the Advertisement for Bids, it is expressly understood and agreed that those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which Bidder is entitled to rely as provided in above paragraphs 4.2.1 and 4.2.2 are incorporated therein by reference. Such technical data has been identified and established in the Supplementary

Conditions. And further, it is expressly understood and agreed that their use is subject to all of the conditions and limitations set forth in these Instructions to Bidders and in the Bidding Documents in general.

- 4.3 Information or data reflected in the Bidding Documents with respect to Underground Facilities at or contiguous to the site is based upon information or data furnished to Owner and Engineer by owners of such Underground Facilities or others, and neither Owner nor Engineer assume any responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Article 4, paragraphs 4.2 and 4.3 of the General Conditions, as amended or supplemented in the Supplementary Conditions.
- 4.5 It is the responsibility of each Bidder, at Bidder's own expense and with Owner's prior approval, to make or obtain any additional examinations, investigations, explorations, tests and studies and to obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may in any manner affect cost, schedule, progress, performance or furnishing of the Work, and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with all terms and conditions of the Contract Documents.
- 4.6 If requested in writing within a reasonable time in advance of date of Bid opening, Owner will make a reasonable attempt to provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. If access is granted, Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such investigations and tests.
- 4.7 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor in accordance with the provisions of Articles 4 and 6 of the General Conditions. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents.
- 4.8 Pursuant to paragraph 4.1 above, it is the responsibility of each Bidder to inform himself of, and the Bidder awarded a Contract shall comply with all federal, state and local laws, ordinances, rules and regulations affecting cost, schedule, progress, performance or furnishing of the Work. This requirement includes but is not limited to applicable regulations concerning minimum wages, nondiscrimination in employment, protection of

public and employee safety and health, environmental protection, fire protection and permits, airport operation and safety requirements, taxes, fees and licensing.

- 4.9 Pursuant to paragraph 4.1 above, it is the responsibility of each Bidder, in the preparation of the Bidder's Bid, to account for all reasonably foreseeable general and local conditions at or contiguous to the site that may in any manner affect cost, schedule, progress, performance or furnishing of the Work. Examples of such conditions include (1) the nature and location of the Work, (2) conditions bearing upon the transportation, disposal, handling and storage of materials, (3) the availability and suitability of labor, materials, water, electric power, telephone, sanitary services, and roads, (4) daily and monthly weather variations, river stages, tides or similar conditions, (5) physical conditions, including the character, quality and quantity of surface and subsurface conditions at the site, such as ground water table variations, and the location, configuration and condition of structures, obstructions and Underground Facilities, (6) the character of equipment and facilities needed preliminary to and during Work performance, (7) conditions bearing upon the maintenance of an interrupted operation of existing services or facilities, and (8) the nature, characteristics and use of adjacent or nearby property insofar as they may restrict construction operations.
- 4.10 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Bidding Documents, and that the Bidder considers the Bidding Documents to be sufficient in scope and detail to indicate and convey understanding of all terms and conditions affecting cost, schedule, progress, performance and furnishing of the Work.
- 4.11 Any failure of a Bidder to take the actions described and acknowledged in this Article 4 will not relieve that Bidder from responsibility for estimating properly the difficulty, cost, and schedule for successfully performing the Work, or from proceeding to successfully perform the work without an increase in Contract Price or an extension in Contract Time.
- 4.12 Neither Owner nor Engineer assumes any responsibility for any conclusions or interpretations made by any Bidder based on the information made available by the Bidding Documents. Nor does Owner or Engineer assume any responsibility for any understanding reached or representation made concerning conditions which can affect the cost, schedule, progress, furnishing and performance of the Work prior to execution of the Agreement, unless that understanding or representation is expressly stated in the Bidding Documents.

5.0 INTERPRETATIONS AND ADDENDA

Bidders requiring interpretation or clarification of any conflict, ambiguity, discrepancy, or error, which they may discover upon examination of the Bidding Documents or of the site and local conditions, shall make a written request for interpretation to the Engineer.

- 5.1 All written requests pertaining to questions about the meaning or intent of the Bidding Documents pursuant to paragraphs 4.1 and 5.1 herein received less than ten (10) consecutive calendar days prior to the date for opening of Bids may not be answered
- 5.2 The City of Osage Beach shall be listed as a named insured for all purposes for contract liability insurance purchased under this section.
- 5.3 Any interpretation, clarification, correction, or modification to the Bidding Documents will be binding only if given by written Addenda. Interpretations, clarifications, corrections, or modification made orally or by any other manner will not be binding and shall not be relied upon by Bidders. Addenda will be mailed by certified mail, or appropriate express mail, return receipt requested, to all parties who, according to Engineer's records, have requested or obtained Bidding Documents and have furnished to Engineer an address for such purposes.
- 5.4 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.
- 5.5 Prior to submittal of his Bid, each Bidder shall ascertain that he has received all Addenda issued. The Bidder shall acknowledge receipt of Addenda by completing the acknowledgement space provided on the Bid Form.
- 5.6 Each Bidder further agrees that the Bidder's Bid shall be binding on the Bidder regardless of whether or not the Bidder correctly acknowledges all Addenda as required in the Addenda acknowledgement space provided on the Bid Form.

6.0 BID SECURITY

- 6.1 Bid Security shall be made payable without condition to the Owner, in an amount not less than five percent (5%) of the Bidder's Total Bid Price, and in the form of either a certified or bank check upon an incorporated bank or trust company, or a Bid Bond issued by a good and sufficient surety satisfactory to Owner. Owner will accept only surety company or companies authorized to write Bonds of such character and amount under the laws of the state in which the Work is located and are listed in the U.S. Treasury Department Circular 570, meeting the requirements of the General Conditions.
- 6.2 Attorneys-in-Fact who sign Bid Bonds shall file with such Bonds a certified copy of their Power of Attorney to sign Bonds and conduct business in the State in which the Work is located.
- 6.3 The Bid Security of a Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within fifteen (15) days after the Notice of Award, Owner may annul the Notice of Award, and the Bid Security of that Bidder shall be forfeited to the Owner. Should the Owner be required to engage the services of an attorney in connection with the enforcement of Bids, Bidder agrees to pay Owner's reasonable costs, including attorney fees, and all court, arbitration, or hearing costs incurred with or without

suit. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the ninetieth (90th) day after Bid opening or seven (7) days after the Effective Date of the Agreement, whereupon Bid Security furnished by such Bidders will be returned. Bid security of other Bidders will be returned approximately seven (7) consecutive calendar days after the Bid opening.

7.0 CONTRACT TIME

7.1 The number of days within which, or the dates by which, the Work, or any specified part thereof, is to be completed (the Contract Times) are set forth in the Bid Form and Agreement Form and may be supplemented in the Supplementary Conditions. The Contract Time, or Contract Times, for the completion of the Work is (are) of the essence.

8.0 LIQUIDATED DAMAGES

8.1 Provisions for liquidated damages are set forth in the Contract Agreement Form

9.0 EQUIVALENT, SUBSTITUTE, OR "OR-EQUAL" ITEMS

9.1 The Contract, if awarded, will be on the basis of materials and equipment described in the drawings or specified in the specifications or approved by Addenda. Wherever a material or equipment is specified or described by using the name of a proprietary product or the name of a particular manufacturer, the specified item mentioned shall be understood as establishing the type, function and quality desired. Other materials and equipment will be accepted provided sufficient information is submitted to allow Engineer to determine that the product proposed is equivalent to those named.

9.2 Contractors requesting preliminary or "Prebid Qualifications" of acceptance of materials or equipment that are listed in Bid Form other than one named or specified in the drawings or specifications shall make written application to the Engineer no later than twenty (20) consecutive calendar days prior to the date of Bid opening, certifying that the proposed item will perform adequately the functions and achieve the results required by the specifications, be equal to that named or specified, and provide sufficient information, including shop drawings, to allow the Engineer to determine that the product proposed is equivalent or equal to that specified.

Any design changes that will be required in the drawings and specifications to accommodate the product proposed other than specified in the drawings or specifications, including structural design, piping, treatment process, electrical, etc., shall be at the total expense of the Contractor if Contract is awarded.

The limited time for review to evaluate the proposed product prior to the date of the Bid opening does not permit a thorough review of the equipment, device, or item submitted, and does not relieve the Contractor from responsibility for compliance with the Contract Documents.

Engineer's preliminary or "Prebid" acceptance of substitute items of material or equipment submitted for review shall be made known to all Bidders by Addenda no later than ten (10) consecutive calendar days prior to Bid opening.

- 9.3 Requests for review of substitute items of material or equipment will not be accepted by the Engineer from anyone except Contractors, and no requests of equivalency will be accepted or considered after the Effective Date of the Agreement, except those items that are listed in the Bid Form which may require preliminary or "Prebid Qualifications" because materials or equipment other than ones named or specified in the drawings or specifications and the Bidder intends to propose substitute items.

Other items of material and equipment shall be submitted for review and acceptance following the procedures set forth in the General Conditions, or as amended in the Supplementary Conditions.

Submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder's Proposed Base Contract Price reflects the costs for furnishing and installing equipment, materials, and appurtenances described in the drawings, specified in the specifications, or by Addenda to provide a complete and satisfactory installation.

10.0 SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 10.1 If requested on the Bid Form, each Bid shall identify the names, addresses and associated information of those Subcontractors, Suppliers or other persons or organizations, including those who are to furnish the principal items of material and equipment, whom Bidder intends to award a Subcontract or Purchase Order in an amount in excess of two (2) percent of the Total Bid Price. In addition, if requested by Owner or Engineer, each Bidder shall be prepared to submit, within ten (10) consecutive calendar days, a "Qualifications Statement List" for all Subcontractors, Suppliers, or other persons or organizations so identified. This List shall include the name and address of the Subcontractor, Supplier, or other person or organization and a description of the services, materials or equipment to be supplied. Each nominated Subcontractor shall include the Subcontractor's license or certification, as applicable, as evidence that the firm is properly licensed or holds the required certificate for the specialty work involved. Such list shall be accompanied by a copy of the anticipated Subcontract or Purchase Order and by an experience statement with pertinent information as to similar projects and other information pertaining to financial resources, adequacy and availability of plant and equipment, organization, and other facts as evidence of qualifications to perform the Work designated for each such Subcontractor, Supplier or other person or organization. The list of principal items of equipment shall include the name of the locations at which similar size and type of equipment, as that specified, is in service.
- 10.2 If Owner or Engineer after due investigation of a Bid has reasonable objection to any proposed Subcontractor, Supplier or other person or organization, Owner may, before giving Notice of Award, request such Bidder to remove or replace said proposed Subcontractor, Supplier or other person or organization and to self-perform the associated

parts of the Work, if the Bidder holds a valid license or certificate for that work and he is so qualified, or to submit an acceptable substitute, without an increase in such Bidder's Total Bid, and without an increase in any of the proposed alternate prices. If such Bidder declines, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security.

- 10.3 Any Subcontractor, Supplier, other person or Organization so listed and to whom Owner or Engineer does not make written objection prior to the Notice of Award will be deemed acceptable to Owner and Engineer, subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.8.2 of the General Conditions.
- 10.4 No Bidder shall be required to employ any Subcontractor against whom Bidder has reasonable objection.
- 10.5 Except as otherwise provided in paragraph 6.8.2 in the General Conditions, or by law, a Bidder shall not remove or replace a Subcontractor, Supplier or other person or organization so identified pursuant to the request from Owner and Engineer without good cause shown, and without prior written notification to Owner in time to allow Owner or Engineer to evaluate the proposed substitute. Pursuant to this Bidding Requirement, a Bidder requested to submit a Qualifications Statement List agrees to notify Owner and Engineer within five consecutive calendar days after it becomes apparent that removal (or replacement) or addition of a listed Subcontractor, Supplier or other person or organization may be required on account of a showing of good cause.
- 10.6 The successful Bidder who is awarded the Contract will be required to perform the Work as an independent Contractor. No assignment of a Contract will be allowed without written permission of the Owner. Procedures for acceptance of Subcontractors, Suppliers, and other persons or organizations, after execution of the Agreement, are described in the General Conditions and the Supplementary Conditions.

11.0 BID FORM

- 11.1 Prospective Bidders are furnished one Bidding Documents Package, one Project Manual, and one set of the Contract Drawings. If the Bid Form or any of the Bid Form attachments are modified by Addendum, revised forms will be issued, in which case Bids shall be submitted on the latest revisions of the forms issued. No alteration whatsoever shall be made in the printed Bid Form, and no alternative items not requested by the printed form shall be written in, nor shall any conditions to the Bid as submitted be written into the Bid Form. If alterations or changes are made to the printed Bid Form, or if unrequested alternatives are written in, or if conditions are written into the Bid as submitted, the Bid may be considered as non-responsive and may not be considered for award of a contract.
- 11.2 Bids shall be submitted on the Bid Form provided with the Bidding Documents. All blank spaces shall be properly and legibly filled in with ink or typed.

- 11.3 Bids by individuals shall be signed by the person making such Bid or the Bid must have attached thereto a power-of-attorney evidencing authority to sign the Bid in the name of the person for whom it is signed. The business address and telephone number of the individual shall also be provided.
- 11.4 Bids by corporations shall be executed by the legal corporate name thereof, and the signature of the president or other authorized officer (accompanied by evidence of authority to sign) manually written below the corporate name and the attesting signature of the secretary or the assistant secretary of the corporation. The corporate address and state of incorporation shall be provided.
- 11.5 Bids by partnerships must be signed in the true name of the partnership, and the signature of the partner or partners authorized to sign (accompanied by evidence of authority to sign) shall be manually written below the partnership name. The official address of the partnership must also be provided.
- 11.6 The names of all persons signing must also be legibly printed in ink below the signature.
- 11.7 The Bid shall contain an acknowledgement of receipt of Addenda, in accordance with Article 5 of these Instructions to Bidders.
- 11.8 The address and telephone number for communications regarding the Bid must be shown.
- 11.9 The Bidder's Contractors' Licenses as required by state statutes and local ordinances, codes and regulations, shall be typed or printed in ink, when applicable, on the Bid Form, where indicated.
- 11.10 Bidders shall submit the required information on any additional forms provided as part of the Bidding requirements. All blank spaces shall be properly filled in ink or typed, in accordance with the requirements of these Instructions to Bidders and each form.

12.0 PREPARATION AND SUBMISSION OF BIDS

- 12.1 Bids shall be properly addressed and submitted within the time and at the place designated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope. The envelope shall be marked with the information requested in paragraph 12.2 below, and include the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "SEALED BID ENVELOPE ENCLOSED" on the face of it.
- 12.2 The opaque sealed envelope shall be marked with the name of the Project as set forth in the Agreement, and if applicable, the designated part of the Project represented by the Contract also shown in the Agreement, and the name, address, and telephone number of the Bidder.
- 12.3 The following items are to be included with each Bid. This list is included to aid the Bidder in submitting a complete and responsive Bid. It cannot be relied on to include all items necessary to insure a responsive Bid. The Bidder is solely responsible for including all

items required by the Bidding Documents, including any items required by Addenda, which may not be included in the below list.

1. The completed Bid Form.
 2. Acknowledgement of Receipt of Addenda (the number and date of which shall be filled in on the Bid Form).
 3. Satisfactory evidence of authority of the person signing on behalf of the individual, firms, partnership or corporation shall be attached to the Bid Form.
 4. Bid Bond with Power of Attorney attached to the Bid Bond.
 5. Contractor's license or certificate numbers, when applicable, shall be filled in on the Bid Form.
 6. List of Subcontractors, if any.
 7. List of Manufacturers and Suppliers, if required.
 8. Affidavits as required.
 9. The name, address, and telephone to which communications regarding the Bid are to be directed shall be written on the outside of the Bid envelope and filled in on the Bid Form.
 10. Required certifications.
- 12.4 The Bid shall be legibly prepared with ink or typewritten on the Bid Form provided. All unit prices, lump sum, and entries made by the Bidder on the Bid Form shall be handwritten in ink or typed. Bidder shall show, in the designated location, the sum representing the Bidder's Total Bid Price.
- 12.5 A Bidder may alter or correct a unit price or lump sum price which he has entered on the Schedule of Prices on the Bid Form by crossing out the entry, entering the new figure above or below the crossed-out entry, and initialing on the line of change. The crossing out of entries shall be with ink or typed. Owner may require Bidder to identify any alteration or correction so initialized. All new entries and initials shall be legibly handwritten with ink or typed. Any ambiguity arising from entries altered or corrected on the Bid Form may cause the rejection of said Bid as non-responsive.
- 12.6 All Bidders who submit more than one Bid for the same Work from an individual, firm or partnership, a Corporation or Association under the same or different name will have their Bids rejected. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same Work will cause the rejection of all such bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.

- 12.7 Oral, telephone, fax, or telegraph Bids are invalid and will not receive consideration.
- 12.8 Bidders shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

13.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 13.1 A Bid may be modified or withdrawn by an appropriate document duly signed (in the manner that a Bid shall be signed) and delivered to the place where Bids are to be received at any time prior to the closing time for receipt of Bids.
- 13.2 A Modification to a Bid shall not reveal the Bidder's Total Bid Price; however, it should state the addition, subtraction or other modification, so that the modified Total Bid Price, or other modified terms, is not known until the opening of the Bids. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the closing time for receipt of Bids.
- 13.3 After expiration of the closing time for receiving Bids, no Bid may be withdrawn by a Bidder unless that Bidder, within two (2) Business days after the date for Bid opening, delivers to the Owner a duly signed written notice with clear and convincing sworn evidence demonstrating that (a) the Bid contains a patently obvious mechanical, clerical, or mathematical mistake, (b) the mistake occurred notwithstanding the exercise of reasonable care in the preparation of the Bid, (c) the mistake is subject to objective verification, and (d) the mistake is of such material consequence that to enforce the Contract would be unconscionable. If the Owner concurs, he shall accept the withdrawal and return the Bid Security to that Bidder. Thereafter, that Bidder shall not be allowed to resubmit a Bid for the Work.

14.0 OPENING OF BIDS

- 14.1 All Bids received within the announced closing time for the receipt of Bids stipulated in the Advertisement for Bids will be opened publicly. Bids will be read aloud and a tabulation of the applicable Total Bid Price and major alternates (if any) will be made available to Bidders within a reasonable time after the opening of Bids.
- 14.2 Any Bid received after the announced closing time may be returned unopened. Any uncertainties as to whether a Bid was submitted in time will be resolved at Owner's sole discretion.

15.0 BIDS TO REMAIN OPEN

- 15.1 All Bids shall remain open for delivery by the Owner of the Notice of Award for sixty (60) consecutive calendar days after the date of Bid opening.
- 15.2 Extensions of time when Bids shall remain open beyond the 60-day period may be made only by mutual agreement between the Owner, those Bidders, and the sureties, if any, for those Bidders.

16.0 AWARD OF CONTRACT

- 16.1 To the extent permitted by applicable state and federal laws and regulations, Owner reserves the right to reject any and all Bids, to waive any and all informalities, and to disregard all nonconforming, nonresponsive, or conditional Bids, or to readvertise for Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability, or is found to lack honesty, integrity or moral integrity or fails to meet any other pertinent standard or criteria established by the intent of the Bidding Documents.
- 16.2 A Bid will be considered responsive if it conforms in all respects with the requirements of the Bidding Documents. In order to be considered responsive, a Bid shall: (a) be completed, signed and be responsive in all respects to the Bidding Requirements; (b) be made on the Bid Forms provided with the Bidding Documents and submitted in accordance with the applicable Bidding Requirements; and (c) include all additional documents provided with the Bidding Documents and submitted in accordance with the applicable Bidding Requirements.
- 16.3 In order to be considered responsible, a Bidder must establish to the complete satisfaction of the Owner, as a minimum, that he has: (a) adequate financial resources to meet his Contractual obligations and will maintain same for the Contract Time; (b) adequate equipment to perform the Work properly and within the Contract Time; (c) evidence of the necessary experience and technical qualifications in the type of Work provided for in the Contract; (d) conform to all conditions contained in these Bidding documents; (e) and his proposed Subcontractors, Suppliers or other persons or organizations hold valid State, county and local licenses or certificates covering all operations or specialty trades and areas of political jurisdiction involved in the Work; (f) has conformed to the pre-award Qualification Submittals requirement outlined in these Instructions to Bidders, and (g) does not have a documented record of past projects resulting in arbitration or litigation in which he was found to be at fault.
- 16.4 Discrepancies on the Bid Form between words (if required) and figures shall be resolved so that the written words shall be binding on that Bidder. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved so that the correct sum shall be binding on that Bidder. Discrepancies in the multiplication of unit prices times the indicated units of Work will be resolved so that the proposed unit prices shall be binding on the Bidder. Discrepancies between a stipulated price and that indicated shall be resolved so that the stipulated allowance, or "no more than" or "no less than" price, shall be binding on that Bidder.
- 16.5 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

- 16.6 Owner will consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of materials or equipment) proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations shall be submitted as provided in Article 10 of these Instructions to Bidders. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.
- 16.7 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, Suppliers and other persons and organizations to do the Work in accordance with the Contract Documents, to Owner's satisfaction, and within the prescribed Contract Time. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 16.8 If the Contract for the Work is to be awarded, it will be awarded to the lowest, responsible, responsive Bidder pursuant to the requirements of the Bidding Documents, as determined by Owner's evaluation of the corresponding Bid Form. In order to be considered the lowest Bidder, that Bidder will have provided the lowest Total Bid Price, in accordance with all applicable Bidding Requirements, and as determined by Owner's and Engineer's evaluation of the corresponding Bid Form.
- 16.9 If a Contract is to be awarded, the Bidder will be given a Notice of Award within the time set forth in Article 15.0 of these Instructions to Bidders. The Bidder who is awarded the Contract will be required to perform the Work as an independent Contractor. No assignment of the Contract will be allowed without written permission from Owner.

17.0 CONTRACT SECURITY AND INSURANCE

- 17.1 Article 5 of the General Conditions, as amended or supplemented in the Supplementary Conditions, sets forth Owner's requirements as to Contract Security and Insurance. When a Bidder awarded the Contract delivers the executed Agreement to Owner, it must be accompanied by the required Contract Security.

18.0 EXECUTION OF THE AGREEMENT

- 18.1 The Notice of Award will establish the Contract Price and establish the adjustment unit price if accepted by Owner at Owner's sole discretion. A Notice of Award to a Successful Bidder will be accompanied by copies of unsigned counterparts of the corresponding Agreement with all other written Contract Documents attached. Within fifteen (15) consecutive calendar days of receipt thereafter, the Successful Bidder shall sign and deliver to Owner the required number of counterparts of the Agreement and attach Contract Documents with the required Contract Security. Within fifteen (15) consecutive calendar days of receipt thereafter, Owner will deliver one fully signed counterpart to Contractor. Notice to Proceed and requirements for commencement of the Contract Time are provided in the General Conditions.

- 18.2 Failure by the Successful Bidder awarded the Contract to execute the Agreement or to furnish the required Contract Security shall be just cause for the annulment of the award and the forfeiture of that Bidder's Bid Security.
- 18.3 A Successful Bidder who is awarded the Contract and fails to execute the Agreement or furnish the required Contract Security within the period specified above shall be liable to Owner for all damages resulting there from. The Bid Security forfeited shall not be a limitation thereon.

19.0 RELATED WORK UNDER SEPARATE CONTRACTS

- 19.1 Bidders are advised that the Work contemplated under the Bidding Documents may represent only a part of an overall Project requiring award of several separate contracts, and that separate contracts have been or are expected to be awarded for other portions of the Project. Accordingly, Bidders shall consider, in the preparation of Bids, all factors which may result from the performance of related work under separate contracts that may in any manner affect cost, schedule, progress, performance or furnishing of the Work.
- 19.2 Before submitting a Bid, each Bidder shall examine the contents of the Contract Documents in general, and the Supplementary Conditions and General Requirements specifically, for identification of (a) the coordination and cooperation requirements between the Work under this Contract and work under other contracts; (b) any limitations in access to or release of portions of the site to accommodate work under other contracts; and (c) any intermediate Contract Times and Work Sequence conditions indicated in or required by the Bidding Documents to effect proper interfacing in the progress of the Work and the progress of the work under related contracts.
- 19.3 Reference is made to those applicable Supplementary Conditions for detailed description information for the other separate contracts. In the event of any conflicts, the related Supplementary Conditions for that contract shall be binding on the Bidders.

20.0 SCHEDULING AND CONTRACT SEQUENCING

- 20.1 Before submitting a Bid, each Bidder shall examine the Contract Documents in general for identification of requirements for the preparation and submittal of Progress Schedules, if required.

21.0 TAXES

- 22.1 Pursuant to RSMo Section 144.030, the Missouri Department of Revenue has exempted certain items of this Contract from State and local sales and use taxes. RSMo Section 144.030.2.(14) permits exemption for machinery, equipment, appliances, and devices purchased or leased and used solely for the purpose of preventing, abating, or monitoring water pollution, and materials and supplies solely required for the installation, construction or reconstruction of such machinery, equipment, appliances and devices, and so certified by the Director of the Department of Natural Resources, provided that any action by the

Director may be appealed to the Missouri Clean Water Commission which may uphold or reverse the action.

22.2 All items required for this Contract are for the purpose of preventing, abating, or monitoring water pollution. The Bidder awarded the Contract shall be responsible for applying or obtaining the required tax exemption determination. Application forms (Department of Revenue form DOR 318) for sales tax exemption Water Pollution Control can be obtained from the Missouri Department of Natural Resources, P.O. Box 176, Jefferson City, Missouri 65102 or the Department of Revenue, P.O. Box 840, Jefferson City, Missouri 65105 (573-751-2836).

22.3 Bidders shall not include in their Bid any sales, use or similar taxes on items which qualify for exemption. Any taxes on any of the above items which qualify for exemption will not be accepted for payment and will be deducted from the Contract Price if included on Contractor's invoices, or in any manner included as a part of Contractor's billing to the Owner

22.0 RETAINAGE

23.1 Reference is made to the Contract Agreement, General Conditions, and the Supplementary Conditions for provisions concerning retainage.

23.0 COST AND PRICING DATA

24.1 Bidders are advised that costs that are unallowable under the requirements of the Contract Documents in general, and the principles of Articles 10 of the General Conditions (as amended or supplemented in the Supplementary Conditions) in particular, will apply, as appropriate, and that said costs will not be included in prices, cost reimbursements, or settlements under the Contract related to Change Orders, Change Order Requests, or claims.

24.2 Bidders are advised that detailed Cost and Pricing data will be required for Change Orders or Change Order Requests or claims to enable Owner and Engineer to determine the necessity and reasonableness of the amounts proposed, and whether costs proposed are allocable and allowable. Procedures for the submittals of detailed Cost and Pricing data are described in the General Conditions and as amended or supplemented in the Supplementary Conditions.

24.3 Bidders are advised that the Contract Documents include requirements pertaining to "Price Reduction for Defective Cost and Pricing Data." These requirements may result in the reduction of costs previously agreed upon by Owner in executed Change Orders or Change Order Request because the Cost and Pricing Data provided was incomplete, inaccurate, or not current at the time that the Change Orders or Change Order Requests were negotiated.

24.4 Bidders are advised that the Contract Documents include provisions pertaining to "Audit; Access to Records." These provisions require the Successful Bidder awarded a Contract to disclose all information and reports resulting from access to records to Owner and other third parties.

END OF SECTION

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

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

State of Missouri)
)ss
County of Camden)

On this _____ day of _____, 20___, before me appeared _____, personally known to me or proved to me on the basis of (name) satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

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

I am the _____ of _____, and I am duly authorized
(Position) (Name of Business Entity)

Directed, and/or empowered to act officially and properly on behalf of this business entity.

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

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

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

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

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

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires:_____

Seal:

**NOTICE AND INSTRUCTIONS TO BIDDERS AND VENDORS
REGARDING HIRING OF ILLEGAL WORKERS**

Pursuant to Missouri statute RSMo 285.530(1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five-thousand dollars (\$5,000.00) by the City of Osage Beach, Missouri to a business entity, the business entity (Company or individual) shall:

- 1) 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 with the contracted services.
- 2) Sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The City of Osage Beach, Missouri, in order to comply with sections 285.525 through 285.550 RSMo, requires the following for bids and contract documents:

Required Affidavit for Contracts over \$5,000.00 –

Company shall comply with the provisions of Section 285.525 through 285.550 RSMo.

Contract award is contingent on Company providing an acceptable notarized affidavit stating the following:

1. Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

A form for such affidavit is included herein.

Required Documentation of Program Enrollment –

Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)).

The City of Osage Beach requires companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at www.dhs.gov or by calling **888-464-4218**.

Pursuant to RSMo.285.530, the bidding party shall:

- 1) Participate in the Federal Work Authorization Program (E-Verify), which verifies employment eligibility for all of their employees and provide City with an affidavit confirming such participation.
- 2) Provide an affidavit that they do not knowingly employ any person who is an unauthorized alien in connection with the contracted services to the City.
- 3) Verify all employees of bidding party working in connection with the City project through such E-Verify program and provide proof of such to City for each such employee.
- 4) Require all subcontractors for the project to:
 - a. Require in writing in its contract with the subcontractor that all contractors for the City project comply with the provisions of RSMo.285.530.1 requiring that no business entity knowingly hire or employ an unauthorized alien within the State of Missouri.
 - b. Require all subcontractors to provide a sworn affidavit under the penalty of perjury attesting that the subcontractor's employees are lawfully present in the United States. A copy of such affidavits shall be provided to the City.

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

1270 Proctor Drainage OB-07-26

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

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within Thirty (30) consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

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

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

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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____

Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____

COUNTY OF _____

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

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That _____

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF OSAGE BEACH

1000 CITY PARKWAY

OSAGE BEACH, MISSOURI 65065

hereinafter called OWNER in the total aggregate penal sum of _____

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

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

1270 Proctor Drainage OB-07-26

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

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

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

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
Number

deemed an original, this the _____ day of _____, 20__.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____(s)

Witness as to Principal

Address

Address

Surety

ATTEST:

By _____

Witness to Surety

Attorney-in-Fact

Address

Address

NOTES:

1. Date of BOND must not be prior to date of contract.
2. If CONTRACTOR is partnership, all partners should execute BOND.
3. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.
4. Accompany this bond with Attorney-in-Fact's Authority from the Surety Company certified to include the date of the bond.

THE CITY OF OSAGE BEACH
1000 CITY PARKWAY
OSAGE BEACH, MO 65065

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____
_____ in lawful money of the United States, for the payment of which sum will be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

1270 Proctor Drainage OB-07-26

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms and corporations furnishing materials for or performing labor in the prosecution of the WORK provided in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

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

PROVIDED, FURTHER, that 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 OWNER, 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, OWNER, 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 of which PRINCIPAL ceased work on

said CONTRACT, it being understood, however, that if any limitation embodied in the 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.

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

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____

Witness as to Principal

Address

Address

Surety

ATTEST:

By _____

(Witness to Surety)

Attorney-in-Fact

(Address)

(Address)

(Address)

(Address)

NOTES:

1. Date of BOND must not be prior to date of contract.
2. If CONTRACTOR is partnership, all partners should execute BOND.
3. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular570 as amended) and be authorized to transact business in the state where the Project is located.
4. Accompany this bond with Attorney-in-Fact's Authority from the Surety Company certified to include the date of the bond.

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That _____

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

hereinafter called Surety, are held and firmly bound

CITY OF OSAGE BEACH

1000 CITY PARKWAY

OSAGE BEACH, MISSOURI 65065

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, Whereas, on the ____ day of _____, 20____, the Principal entered into a written agreement with the OWNER, for the construction, reconstruction, or repair of certain public improvements as designated and described in the said agreement; and

Whereas it was a condition of the contract award by the Owner that these presents be executed by the Principal and Surety aforesaid, and

Whereas, the Principal agrees to guarantee the work hereinabove described, including all materials and workmanship, for the period of one (1) year(s) beginning on the date the Owner so accepts said Work, said date being the formal acceptance date.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly, and faithfully observe, perform and abide by each and every covenant, condition and part of said written agreement and other Contract Documents and shall protect the Owner against all damages, losses and expenses which may occur to Owner, by reason of defective materials used, or by reason of defective workmanship done, and for the construction, reconstruction or repair of said public improvements, and settlement of backfill excavated areas.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____(s)

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

(Witness to Surety)

By _____

Attorney-in-Fact

(Address)

(Address)

NOTES:

1. Date of BOND must not be prior to date of contract.
2. If CONTRACTOR is partnership, all partners should execute BOND.
3. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.
4. Accompany this bond with Attorney-in-Fact's Authority from the Surety Company certified to include the date of the bond.

INSURANCE CERTIFICATION

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

Re: Insurance Coverage During Work On the
1270 Proctor Drainage OB-07-26
 in the City of Osage Beach, Missouri

Gentlemen:

The undersigned is an authorized representative of _____

insuring company for _____

for and during the entire period of the project.

In compliance with the Contract between _____ and the City of Osage Beach, a Certificate of Insurance signed by an authorized representative of our Company which details the exact amounts of coverage insured by us for the **1270 Proctor Drainage OB-07-26** under the contract herein before mentioned and which in every particular complies with the requirements is attached hereto after having been fully read and checked for compliance by this Company. Further, any exclusionary clauses or portions of any insurance agreement creating coverage's relating to the aforesaid contract which specify that certain events or occurrences are

not covered by any policy, are identified clearly and explained in attached exhibits. There is no exclusionary clauses in any insuring agreement other than those so identified.

(Insurance Company) (Seal)

(Authorized Representative)

Date _____

GENERAL CONDITIONS

TABLE OF CONTENTS

ARTICLE 1 – DEFINITIONS 1

ARTICLE 2 – PRELIMINARY MATTERS..... 3

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE 4

ARTICLE 4 – AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS 5

ARTICLE 5 – BONDS AND INSURANCE 7

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES 10

ARTICLE 7 – OTHER WORK..... 17

ARTICLE 8 – CONTRACTING OFFICER’S STATUS DURING CONSTRUCTION 18

ARTICLE 9 – CHANGES IN WORK..... 19

ARTICLE 10 – CHANGE OF CONTRACT PRICE 21

ARTICLE 11 – CHANGE OF CONTRACT TIME 24

ARTICLE 12 – WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS;
CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK..... 25

ARTICLE 13 – PAYMENT TO CONTRACTOR AND COMPLETION 27

ARTICLE 14 – SUSPENSION OF WORK AND TERMINATION..... 29

ARTICLE 15 – DISPUTES 31

ARTICLE 16 – MISCELLANEOUS..... 32

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Acceptance, Final Acceptance - The formal action by contracting Officer accepting the Work, following determination that the Work has been completed and is acceptable subject to the provisions of paragraph 13.8 of the General Conditions

Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

Agreement - The written agreement or Contract between The Contracting Officer and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment - The form furnished by Contracting Officer which is to be used by Contractor in requesting progress or final payments and which shall contain the affidavit required in Article 14 of the General Conditions. The Application for Payment includes all supporting documentation as required by the Contract Documents.

Bid - The offer, Bid or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bonds - Instruments of security furnished by Contractor and his surety in accordance with the Contract Documents. The term Contract Security refers to the payment bond, performance bond, maintenance bond, and those other instruments of security required in the Supplementary Conditions.

Contract Modification - A document by Contractor and the Contracting Officer and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued pursuant to paragraphs 3.4 on or after the effective date of the Agreement.

Contracting Officer - The authorized representative of City of Osage Beach Mayor and Board of Aldermen who is authorized to administer the Contract, execute Change Orders, modify contract compensation and time, and establish the Contracting Officers Authorized Representatives (COTR) and Project Inspectors. The Board of Aldermen must approve modifications over \$5000.00.

The Contracting Officer is responsible for the overall direction of the contract, and will delegate to the COTR authority to carryout the day-to-day administration and inspection of the work

Contract Price - The moneys payable by The Contracting Officer to Contractor under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 10.8 in the case of Unit Price Work).

Contract Time - The number of days or the date stated in the Agreement for the completion of the Work.

Contractor - The person, partnership, corporation, joint venture, or other combination thereof, who has entered into the Contract with The Contracting Officer for the Work. The term "Contractor" means Contractor or its authorized representative.

Day - A calendar day of 24 hours lasting from midnight one day to midnight the next day

Defective - An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to The Contracting Officer's recommendation of final payment.

Drawings, Plans - The Drawings, Plans or reproductions thereof, which show location, character, dimensions, and details of the Work to be performed and which are referred to in the Contract Documents.

Effective Date of Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Laws and Regulations; Laws or Regulations - Laws, rules, regulations, ordinances, codes and/or orders

Lump Sum Price - Work to be paid for on the basis of unit prices.

Notice of Award - The written notice of acceptance of the Proposal by Contracting Officer to the Contractor stating that upon compliance by the apparent successful Contractor with the conditions precedent enumerated therein, within the time specified.

Notice to Proceed - The written notice issued by Contracting Officer to Contractor authorizing him to proceed with the Work and establishing the Date for Commencement of the Contract Time.

Partial Utilization - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Final Completion of all the Work.

Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Proposal (Same as "Bid") - The formal offer of the Contractor submitted on the prescribed Bid Form together with the required Bid Security and all information submitted with the Bid that pertains to the performance of the Work.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by Contractor to illustrate material or equipment for some portion of the Work.

Specifications - The portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual, partnership, corporation, joint venture, or combination thereof, having a direct contact with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Supplementary Conditions - The part of the Contract Documents, which amends or supplements these General Conditions and other provisions of the Contract Documents.

Supplier - A manufacturer, fabricator, supplier, distributor, material man or vendor.

Testing, Pre-operational - All field inspections, installation checks, field quality control tests, performance tests, and necessary adjustments or corrections required of Contractor to demonstrate to the Contracting Officer that individual components of the Work have been properly erected and found to operate in accordance with the Contract Documents, so that they can be placed in service and utilized continuously for their intended purposes.

Testing, Start-up - All non-operating adjustments and cold alignment checks, followed by activities placing portions of the Work in service, and culminating with predefined trial utilization tests during which Contractor is to operate the Work, or a part specified thereof, under actual and simulated operating conditions and performing as defined in the Contract Documents, for the purposes of (a) making such minor adjustments and changes as may be found necessary to comply with the requirements of the Contract Documents, and (b) complying with the Start-up Test requirements outlined in the Contract Documents.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.

Work - Any and all obligations, duties, responsibilities, labor, materials, equipment, temporary facilities, and incidentals, and the furnishing thereof necessary to complete the construction assigned to, or undertaken by Contractor, pursuant to the Contract Documents. Also, the entire completed construction

or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing services, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

- 2.1 Delivery of Bonds.** When Contractor delivers the executed Agreements to the Contracting Officer, Contractor shall also deliver to The Contracting Officer such Bonds as Contractor may be required to furnish in accordance with paragraph 5.1.
- 2.2 Copies of Documents.** The Contracting Officer shall furnish to Contractor up to five copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies (full sets only) will be furnished, upon request, at the cost of reproduction.
- 2.3 Commencement of Contract Time; Notice to Proceed.** The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.
- 2.4 Starting the Project.** Contractor shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done prior to the date on which the Contract Time commences to run except with the prior written consent of the Contracting Officer.
- 2.5 Before Starting Construction.** Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon. Contractor shall promptly report in writing to the Contracting Officer any conflict, error or discrepancy, which Contractor may discover.
- 2.6 Preconstruction Conference Submittals.** The Contractor shall submit the following for review at the preconstruction conference and/or before the Notice to Proceed is issued.
- 2.6.1** An estimated progress schedule indicating the starting and completion dates of the various stages of the Work;
- 2.6.2** A preliminary schedule of Shop Drawing submissions; and
- 2.6.3** A preliminary schedule of values for all lump sum items which will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.
- 2.7 Certificates.** Before any Work is started, Contractor shall deliver to the Contracting Officer certificates (and other evidence of insurance requested by Contracting Officer) which Contractor is required to purchase and maintain in accordance with paragraphs 5.3 and 5.4.
- 2.8 Preconstruction Conference.** Within twenty days after the Effective Date of the Agreement, but before Contractor starts the Work at the site, a conference attended by Contracting Officer, Contractor, and others as appropriate will be held to discuss the schedules referred to in paragraph

2.6, to discuss procedures for handling contract correspondence, Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

- 3.1 Contract Documents.** The Contract Documents comprise the entire agreement between the Contracting Officer and the Contractor concerning the Work. The Contract Documents and Contract Drawings are complementary: What is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the project.
- 3.2 Intent.** It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) even though reference may be specifically made to an earlier standard. If there is any conflict or discrepancy between the provisions of the Contract Documents and any such referenced standard specification, manual, or code of any technical society, organization or association, the provisions of the Contract Documents will take precedence. If there is any conflict or discrepancy between standard specifications, manuals, or codes of any technical society, organization or association, or between Laws or Regulations, the requirement ultimately enforced shall be binding on Contractor. In this event, it will be understood that Contractor has included the higher cost requirement in the Contract Price, and Contractor further agrees and acknowledges that compliance with this order of preference condition will not justify an increase in the Contract Price or the Contract Time.
- 3.3 Conflicts, Errors or Discrepancies.** If, during the performance of the Work, Contractor finds conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Contracting Officer in writing at once and, before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from the Contracting Officer. However, the Contractor shall not be liable to the Contracting Office for failure to report any conflict, error or discrepancy in the Contract Documents unless Contractor has actual knowledge thereof or should reasonably have known thereof. The Contracting Officer will promptly investigate the matter and respond to Contractor. Until such interpretation or clarification is obtained from the Contracting Officer, any Work done by Contractor after the discovery of such a conflict, error or discrepancy, which is directly or indirectly affected by same, will be at his own risk, and Contractor shall bear all cost arising there from. In resolving such conflicts, errors or discrepancies, the Contract Documents shall be given preference in the following order:
- 3.3.1** First, in accordance with the order of preference stated in the conflicting parts of the Contract Documents; and if such order of preference is not stated, then
- 3.3.2** In the following order: Change Orders, Change Order Requests, Agreement, Addenda, Notice to Proceed, Supplementary Conditions, General Conditions, Specifications and Drawings, Contractor's

Bid, Qualification Submittals, Notice of Award, Bonds, Insurance Certificates and Endorsements and Affidavits; and if the order of preference pertains to the Specifications and the Drawings, then

3.3.3 In all cases, figured dimensions shall govern over scaled dimensions, but Work not dimensioned shall be as directed, and Work not particularly shown, identified, sized, or located shall be the same as similar parts that are shown or specified. Further, detail drawings shall govern over general drawings, larger scale details take precedence over smaller scale drawings, change order drawings govern over contract drawings, and contract drawings govern over standard or shop drawings. Specifications shall govern as to products, execution and workmanship, and Drawings shall govern as to locations, dimensions, or quantities to be furnished. Further, in all cases where specifications, notes or details in two or more Specifications or in two or more Drawings conflict, the requirement calling for the larger quantities, or higher quality product or workmanship shall prevail and be binding on Contractor, unless otherwise directed by The Contracting Officer.

3.4 Amending and Supplementing Contract Drawings. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1 A Change Order (pursuant to paragraph 9.1)

3.4.2 An Addendum prior to award of the contract.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands. The Contracting Officer shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the Contracting Officer, unless otherwise provided in the Contract Documents. If Contractor believes that any delay in Contracting Officer's furnishing these lands, rights-of-way or easements entitles Contractor to an extension of the Contract Time, Contractor may make a claim there for as provided in Article 11. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage or transporting materials and equipment.

4.2 Physical Conditions.

4.2.1 Explorations and Reports: Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the Contracting Officer in preparation of the Contract Documents. The Contractor may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations or opinions contained therein, or for the completeness thereof, for Contractor's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.3, Contractor shall have full responsibility with respect to subsurface conditions at the site. The Bidder is expected to examine carefully the site of the proposed work, Drawings, Specifications, and all other parts of the Contract Documents before submitting his bid. The conditions indicated in the Drawings and in the Contract Documents represent information available from surveys and studies, but the submission of a Bid shall be considered proof that the Bidder has made his own examination and is satisfied as to the conditions to be encountered in performing the work and as to the

requirements of the Drawings, Specifications, the Supplemental Conditions, and all other parts of the Contract Documents.

4.2.2 Existing Structures: Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.2.7) which are at or contiguous to the site that have been utilized by the Contracting Officer in preparation of the Contract Documents. Contractor may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof, for the Contractor's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.7, Contractor shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Reporting of Differing Conditions: If Contractor believes that:

4.2.3.1 Any technical data on which Contractor is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 Any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Document Contractor shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22), notify the Contracting Officer in writing about the inaccuracy or difference.

4.2.4 Contracting Officer's Review: The Contracting Officer will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto, and advise the Contractor in writing of the findings and conclusions.

4.2.5 Possible Document Change: If the Contracting Officer concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6 Possible Price and Time Adjustments: In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference.

4.2.7 Underground Facilities.

4.2.7.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the City of Osage Beach by the Contracting Officers of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.2.7.2 The Contracting Officer shall not be responsible for the accuracy or completeness of any such information or data; and,

4.2.7.3 Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the Contracting Officers of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20 and repairing any

damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.2.7.4 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of, Contractor shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22), such Underground Facility and give written notice thereof to the Contracting Officer. A Change Order shall be allowed an for increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of.

4.3 Reference Points. The Contracting Officer will provide surveys to establish reference points for construction as necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points, and shall make no changes or relocations without the prior written order of the Contracting Officer. Contractor shall report to the Contracting Officer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

5.1 Performance and Other Bonds. Contractor shall furnish performance, maintenance, and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by good and sufficient sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. A certified copy of the authority to act must accompany all Bonds signed by an agent. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of this paragraph 5.1, Contractor shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to The Contracting Officer.

5.2 Contractor's Insurance - General. The types of insurance Contractor shall purchase and maintain are Contractor's liability insurance, including worker's compensation insurance, contractual liability insurance, and builder's risk "all risk" insurance, to be written for no less than the limits of liability coverage provided in the Supplementary Conditions.

5.2.1 Contractor shall not commence or continue to perform any Work unless Contractor has in full force and effect all required insurance, and until all insurance certificates and Endorsements have been filed evidencing the specific insurance coverage required, and such insurance has been

approved by The Contracting Officer, nor shall any payment for Work performed become due and payable until such certificates and Endorsements have been filed. Contractor shall not permit any Subcontractor to perform Work unless such Subcontractor has complied with all insurance requirements.

- 5.2.2** Insurance carriage must be placed with satisfactory carriers licensed to do business in the State in which the project is located and countersigned by a resident agent.
- 5.2.3** As evidence of specified insurance coverage, Contractor shall provide certificates of insurance and endorsements as required.
- 5.2.4** Approval of the insurance by the Contracting Officer shall not relieve or decrease the liability of Contractor hereunder. It is to be understood that the Contracting Officer does not in any way represent that the insurance or the limits of insurance specified in this Article is sufficient or adequate to protect Contractor's interests or liabilities but are merely minimums.
- 5.2.5** All insurance shall be maintained in full force and effect until the Contract has been fully and completely performed, as set forth in paragraph 5.3 of the General Conditions. Should any coverage approach expiration during the period in which it must remain in full force and effect, it shall be renewed prior to its expiration, and a certificate again filed with The Contracting Officer.
- 5.2.6** Nothing contained in these insurance requirements is to be construed as limiting the liability of Contractor or Contractor's sureties.
- 5.2.7** The City of Osage Beach shall be listed as a named insured for all purposes for contract liability insurance purchased under this section.
- 5.3 Contractor's Liability Insurance.** Contractor shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:
- 5.3.1** Claims under workers' or workmen's compensation, disability benefits and other similar employee benefits acts.
- 5.3.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees.
- 5.3.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
- 5.3.4** Claims for damages insured by personal injury liability coverage, which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (b) by any other person for any other reason;
- 5.3.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from;

- 5.3.6** Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
- 5.3.7** Claims for damages because of bodily injury or death of any person or property damage arising out of the Contracting Ownership, maintenance or use of any motor vehicle.
- 5.3.8** Where special or unusual hazards peculiar to this contract are foreseeable, Contractor shall take such steps as are necessary to insure himself against the hazards and be responsible for any damage, including water, which results from the occurrence of the hazards in connection with the performance of Work under the Contract.
- 5.3.9** The insurance required by this paragraph 5.3 shall include the specific coverage's and be written for not less than the limits of liability and coverage's provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision, clause or endorsement "that the policy shall not be cancelled or changed until 15 days after the Contracting Officer has received notice as evidenced by the return receipt of registered letter." All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with paragraph 12.12.
- 5.4** **Contractual Liability Insurance.** The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to Contractor's obligations under paragraphs 6.30 and 6.31.
- 5.5** **Property All Risk Insurance.** Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of the City of Osage Beach, Contractor, Subcontractors, in the Work, all of whom shall be listed as insured or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of the Contracting Officers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.
- 5.6** Contractor shall purchase and maintain such insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of the City of Osage Beach, Contractor, Subcontractors in the Work, all of whom shall be listed as insured or additional insured parties.
- 5.7** All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor in accordance with paragraphs 5.6 and 5.7 will contain a provision or

endorsement "that the policy shall not be cancelled or changed until 15 days after the Contracting Officer has received notice as evidenced by the return receipt of registered letter."

- 5.8** The City of Osage Beach shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor, Subcontractor or others in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount will be borne by Contractor, Subcontractor or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- 5.9 Waiver of Rights.** The Contracting Officer and Contractor waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraphs 5.6 and 5.7 and any other property insurance applicable to the Work, and also waive all such rights against the Subcontractors, and all other parties named as insured in such policies for losses and damages so caused. As required by paragraph 6.11, each subcontract between Contractor and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of Contracting Officer, Contractor, and all other parties named as insured. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by the City of Osage Beach as trustee or otherwise payable under any policy so issued.
- 5.9.1** The Contracting Officer intends that any policies provided in response to paragraphs 5.6 and 5.7 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no right of recovery against any of the parties named as insured or additional insured, and if the insurers require separate waiver forms to be signed the City the Contracting Officer will obtain the same, and if such waiver forms are required of any Subcontractor, Contractor will obtain the same.
- 5.10 Receipts and Application of Proceeds.** Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with the Contracting Officer and made payable to the City of Osage Beach as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.12. The City shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.
- 5.11** The City of Osage Beach as trustee shall have power to adjust and settle any loss with the insured unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to The Contracting Officer's exercise of this power. If such objection be made, the City as trustee shall make settlement with the insured in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, City as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties.
- 5.12 Acceptance of Insurance.** If the Contracting Officer has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with paragraphs 5.3 and 5.4 on the basis of its not complying with the Contract

Documents, the Contracting Officer shall notify Contractor in writing thereof within ten days of the date of delivery of such certificates in accordance with paragraph 2.7.

- 5.13 Partial Utilization--Property Insurance.** If the Contracting Officer finds it necessary to occupy or use a portion or portions of the Work prior to Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 13.6; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

- 6.1 Supervision and Superintendence.** Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skill and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- 6.2** Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the Contracting Officer except under extraordinary circumstances. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor. The Contractor shall have a superintendent during all work activities including when only subcontractors are working on site.
- 6.3 Labor, Materials and Equipment.** Contractor shall provide competent, suitably qualified personnel to survey and layout the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and Contractor will not be permit at night or on Saturday, Sunday or any legal City of Osage Beach holiday without the Contracting Officer's written consent. A minimum of 48 hours' notice is required except in case of emergency.
- 6.4** Unless otherwise specified, Contractor shall furnish and assume full responsibility for all materials, equipment labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the work.
- 6.5** All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the Contracting Officer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents.

- 6.5.1** Manufacturer's warranty for all material, products and equipment to be furnished by Contractor and to be incorporated into the completed Work shall be furnished to the Contracting Officer through Contractor.
- 6.5.2** Manufacturers of all materials, products and equipment shall furnish complete information as to any special condition or restriction to be applied in the use of these items. Should the manner or method of installation, specified performance or test results as set forth in the Specifications be contrary to the manufacturer's recommendations for use of the product, the manufacturer shall at once notify Contractor who shall forward the sample to the Contracting Officer for appropriate action. Lack of such notification shall be certification by Contractor that the material, products and equipment will meet Specification requirements.
- 6.5.3** Data submitted on all equipment shall include complete maintenance instructions (including preventive maintenance and operating requirement data) and parts lists in sufficient detail to facilitate ordering replacements.
- 6.6 Adjusting Progress Schedule.** Contractor shall submit to the Contracting Officer for acceptance (to the extent indicated in paragraph 2.6) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the Supplementary Conditions applicable thereto.
- 6.7 Substitutes or "Or-Equal" Items.**
- 6.7.1** Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, the Contracting Officer may accept materials or equipment of other Suppliers if sufficient information is submitted by Contractor to allow the Contracting Officer to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by the Contracting Officer will include the following as supplemented in the Supplementary Conditions. The Contracting Officer, from anyone other than Contractor, will not accept requests for review of substitute items of material and equipment. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make written application to the Contracting Officer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance by the Contracting Officer of the proposed substitute will not prejudice completion of the Work, or any part thereof, within the Contract Time, or Contract Times, whether or not acceptance of the substitute for use in the Work will require a change in the Work, or any part thereof (or in the work performed by the Contracting Officer or others having a contract with the City for work on the Project) to adapt the Contract Documents to the proposed substitute, and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application, and available maintenance, repair and replacement service will be indicated. The application shall also contain an itemized estimate of all increases or decreases in the cost of, or the time required to perform any part

of the Work, and the corresponding adjustments in Contract Price and Contract Time, resulting directly or indirectly from evaluation and acceptance of the proposed substitute, including, but not as a way of limitation, costs and delays associated with redesign, claims of other contractors affected by the resulting substitute, all of which will be considered by The Contracting Officer in evaluating the proposed substitute. The Contracting Officer may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

- 6.7.2** If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Contracting Officer, if Contractor submits sufficient information to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the Contracting Officer will be similar to that provided in paragraph 6.7.1 and as may be supplemented in the Supplementary Conditions.
- 6.7.3** The Contracting Officer will be allowed a reasonable time within which to evaluate each proposed substitute. The Contracting Officer will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without Contracting Officer's prior written acceptance, which will be evidenced by a Change Order. The Contracting Officer may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Contractor shall reimburse the Contracting Officer for all costs incurred, including consultant fees, to evaluate the proposed substitution. In the event that substitute materials or equipment are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall benefit The Contracting Officer, and an appropriate deductive Change Order shall be executed to reflect the difference in cost. If The Contracting Officer estimates that the deduction proposed by Contractor does not, in the Contracting Officer's reflect the net difference in cost, then this shall be adequate justification to reject the proposed substitute.

6.8 Concerning Subcontractors, Suppliers and Others.

- 6.8.1** Contractor shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to The Contracting Officer as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom the Contracting Officer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.
- 6.8.2** A Subcontractor or Supplier or other person or organization identified in Contractor's Bid and not objected to in writing by the Contracting Officer prior to the Notice of Award will be deemed acceptable to the City. All other Subcontractors and Suppliers shall be deemed accepted if the Contracting Officer does not deliver a written objection thereto within 45 days after Contractor's written identification of such Subcontractors and Suppliers. However, if the Contracting Officer has reasonable objection to any Subcontractor or Supplier whether identified in the Proposal or subsequently, Contractor shall submit an acceptable substitute without entitlement to any change in the Contract Price or the Contract Time. After acceptance by the Contracting Officer of any particular Subcontractor or Supplier, Contractor shall make no substitution without written approval of the Contracting Officer, which may be granted or withheld at the Contracting Officer's sole discretion. No acceptance by Contracting Officer of any such Subcontractor, Supplier, or other

person or organization shall constitute a waiver of any right of Contracting Officer to reject Defective Work.

6.9 Concerning Subcontractors Responsibility.

6.9.1 Contractor shall be fully responsible to the Contracting Officer for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between the Contracting Officer and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the Contracting Officer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.9.2 The Contracting Officer may furnish to any Subcontractor or Supplier, to the extent practicable, evidence of the payments made to Contractor on account of specific Work done. Shop drawings of various trades shall be reviewed and approved by Contractor before submittal to the Contracting Officer for approval, to ascertain that the installation proposed does not conflict with the structured support or space requirement.

6.10 Concerning Specifications and Subcontractors. The Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade. The Specifications are complementary, and anything mentioned or shown in the Specifications or in a specific trade Drawing shall be of like effect as if shown in all of the Specifications and in all drawings.

6.11 All Work performed for Contractor by a Subcontractor will be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Contracting Officer and contains waiver provisions as required by paragraph 5.10. Contractor shall pay each Subcontractor a just share of any insurance moneys received by Contractor on account of losses under policies issued pursuant to paragraphs 5.6 and 5.7.

6.12 Patent Fees and Royalties. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Contracting Officer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by The Contracting Officer in the Contract Documents. Contractor shall indemnify and hold harmless the Contracting Officer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

- 6.13 Permits.** Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits, licenses and inspection fees required by highway departments, railroads, or others that are necessary for the prosecution of the Work.
- 6.14 Laws and Regulations.**
- 6.14.1** Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work, except where otherwise expressly required by applicable Laws and Regulations.
- 6.14.2** If Contractor observes that the Specifications or Drawings are at variance with any Laws or Regulations, Contractor shall give the Contracting Officer prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If Contractor performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to the Contracting Officer, Contractor shall bear all costs arising there from; however, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.
- 6.15 Taxes.** Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the project, which are applicable during the performance of Work.
- 6.16 Use of Premises.** Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the Contracting Officer or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the Contracting Officer or occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold the City of Osage Beach harmless from and against all claims, damages, losses and expenses arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against the City of Osage Beach to the extent based on a claim arising out of Contractor's performance of the Work.
- 6.17 During the progress of the Work,** Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the City of Osage Beach. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.
- 6.18 Contractor shall not load nor permit** any part of any structure to be loaded in any manner that will endanger the facilities, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

- 6.19 Record Documents.** Contractor shall maintain in a safe place one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders and written interpretations and clarifications (issued pursuant to Article 9) in good order and annotated to show all changes made during construction. These record documents together with all accepted samples and a counterpart of all accepted Shop Drawings will be available to the Contracting Officer for reference. Contractor will be required to review with the Contracting Officer the status of all record documents in connection with evaluation of an Application for Payment. Failure to maintain record documents current may be just cause to recommend withholding of payments for Work performed. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to the Contracting Officer.
- 6.20 Safety and Protection.** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractors shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 6.20.1** All employees on the Work and other persons and organizations who may be affected thereby;
- 6.20.2** All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site;
- 6.20.3** Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction. Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify the Owners of adjacent property and of Underground Facilities and utility companies when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Contracting Officer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor). Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed.
- 6.21 Contractor shall designate a responsible representative** at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the Contracting Officer.
- 6.22 In emergencies affecting the safety or protection of persons** or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from the Contracting Officer, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give the Contracting Officer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

- 6.23 Shop Drawings and Samples.** After checking and verifying all field measurements and after complying with applicable procedures specified, Contractor shall submit to the Contracting Officer for review and acceptance in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.6), or for other appropriate actions if so indicated in the Supplementary Conditions, five copies for use by the Contracting Officer plus additional copies as required by Contractor (unless otherwise specified) of all Shop Drawings, which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as the Contracting Officer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Contracting Officer to review the information as required.
- 6.24 Contractor shall also submit** to the Contracting Officer for review and accept with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.
- 6.24.1** Before submission of each shop drawing or sample, Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents
- 6.24.2** At the time of each submission, Contractor shall give the Contracting Officer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to The Contracting Officer for review and acceptance of each such variation.
- 6.25 The Contracting Officer will review** and accept with reasonable promptness Shop Drawings and samples, but the Contracting Officer's review and acceptance will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and the accuracy of other matters that may be contained in the submittals, including but not limited to such matters as dimensions, quantities, performance of equipment and systems designed by Contractor, the Contracting Officer's design furnished by Contractor, Contractor's means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequences, and procedures of construction is indicated in or required by the Contract Documents) or to safety precautions or program incident thereto, the correctness of which shall remain the sole responsibility of Contractor. The review and acceptance of a separate item as such will not indicate acceptance of the assembly in which the item functions. Contractor shall make corrections required by the Contracting Officer, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and acceptance. Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Contracting Officer on previous submittals.

6.25.1 When reviewed by the Contracting Officer, each submittal of Shop Drawings and samples will be returned to Contractor as either "Accepted," "Accepted as Noted," "Not Accepted" or "Revise and Resubmit." Submittals stamped as "Accepted" or "Accepted as Noted" will indicate the Contracting Officer's acceptance thereof, subject to the provisions of paragraph 6.26 of the General Conditions.

6.25.2 Contractor shall revise and correct Shop Drawings and samples and resubmit them to the Contracting Officer for second time review and return pursuant to paragraph 6.26.

6.25.3 The Contracting Officer will provide reviews of a submittal/resubmittal a maximum of two times, after which the cost of the review shall be borne by Contractor. In the event Contractor fails to pay such costs within 30 days after receipt of an invoice from The Contracting Officer, the unpaid amount will be deducted from Contractor's pay estimates and charged to the Contract.

6.26 The Contracting Officer's review and acceptance of Shop Drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract documents unless Contractor has in writing called the Contracting Officer's attention to each such variation at the time of acceptance of each such variation by specific written notice thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by the Contracting Officer relieve Contractor from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.27 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to the Contracting Officer's review and acceptance of the pertinent submission will be the sole expense and responsibility of Contractor.

6.28 Continuing the Work. Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 14.5 or as Contractor and the Contracting Officer may otherwise agree in writing.

6.29 Indemnification. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the City of Osage Beach and their consultants and each of their directors, officers, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

6.30 In any and all claims against indemnified parties by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor

or other persons or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- 6.31 The obligations of Contractor** under paragraph 6.30 shall not extend to the liability of the City of Osage Beach, consultants, and each of their directors, officers, agents or employees arising out of the preparation or acceptance of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.
- 6.32 Project Meetings.** Contractor, along with appropriate Subcontractors, shall attend project meetings pursuant to the provisions of the Contract Documents or, if none stated, as requested by the Contracting Officer, for the purpose of discussing and resolving matters concerning the various elements of the Work.
- 6.33 Contractor not The Contracting Officer's Agent.** Contractor shall perform all Work under this Agreement as an independent Contractor and shall not be considered as an agent of the City of Osage Beach, nor shall Contractor's Subcontractors or employees be considered agents of the City.
- 6.34 Authorized representatives** of any governmental agency involved in the project shall have access to the work wherever it is in preparation or progress. The Contractor shall provide proper facilities for access and inspection of the work by authorized representatives of such agencies; or any authorized representative shall have access to any books, documents, papers and records of the Contractor, which are pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions thereof.

ARTICLE 7 - OTHER WORK

- 7.1 The City of Osage Beach may perform other work** related to the Project at the site by City forces, have other work performed by utility, or let other direct contracts therefore which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work; and, if Contractor believes that such performance will involve additional expense to Contractor or requires additional time and the parties are unable to agree as to the extent thereof, Contractor may make a claim therefor as provided in Articles 10 and 11.
- 7.2 Contractor shall afford** each utility the Contracting Officer and other contractor who is a party to such a direct contract proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other Work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Contracting Officer and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between The City of Osage Beach and such utility and other contractors.
- 7.3 If any part of Contractor's Work depends** for proper execution or results upon the work of any such other contractor or utility the City of Osage Beach, Contractor shall inspect and promptly report to Contracting Officer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure so to report

will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work except for latent or nonapparent defects and deficiencies in the other work.

- 7.4 Coordination.** If the City of Osage Beach contracts with others for the performance of other work on the Project at the Site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Supplementary Conditions.

ARTICLE 8 – CONTRACTING OFFICER’S STATUS DURING CONSTRUCTION

- 8.1 Contracting Officer’s Responsibilities.** The Contracting Officer is the designated official representative of the City of Osage Beach and answers to the Mayor and Board of Aldermen. The Contracting Officer is responsible for the day-to-day administration of the contract. All changes in contract compensation or time must be made only with the written approval of the Contracting Officer. The Board of Aldermen must approve all changes of more than \$5000.
- 8.1.1** The Contracting Officer may designate an authorized technical representative (COTR) and / or Project Inspector’s during the course of the project. Such designations will be in writing. These delegated authorizations cannot make changes in contract compensation or time.
- 8.2 Visits to Site.** The COTR will make visits to the site and the Contractor's manufacturing plant at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. COTR will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work. COTR’s efforts will be directed toward providing for the Contracting Officer a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and observations will keep the Contracting Officer informed of the progress of the Work and will endeavor to guard the City against defects and deficiencies in the Work.
- 8.3 Project Representation.** The Contracting Officer will designate in writing an authorized technical representative (COTR) for the purpose of performing the day-to-day administration of the contract and inspection of the work. The duties, responsibilities and limitations of authority of any such COTR and Project Inspectors will be authorized by the Contracting Officer.
- 8.4 Clarifications and Interpretations.** The Contracting Officer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification or interpretation justifies an increase in Contract Price or an extension of Contract Time, Contractor shall be required to deliver a written notice thereof to the Contracting Officer.
- 8.5 Authorized Variations in Work.** The Contracting Officer may authorize minor variations in the Work from the requirements of the Contract Documents, which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents.

- 8.6 Rejecting Defective Work.** The Contracting Officer, based on his observations, will have authority to disapprove or reject Work at any time during the completion of the Work, which is believed to be Defective. The Contracting Officer will also have authority to require special inspection or testing of the Work as provided in Paragraph 12.9. When Contractor has been notified by the Contracting Officer of disapproval or rejection of Defective Work, Contractor shall take immediate action to correct it.
- 8.7 Shop Drawings.** In connection with the Contracting Officer's responsibility for Shop Drawings and samples see paragraphs 6.23 through 6.27 inclusive.
- 8.8 Change Orders.** In connection with the Contracting Officer's responsibilities as to Change Orders, see Articles 9, 10 and 11.
- 8.9 Payments.** In connection with the Contracting Officer's responsibilities in respect of Applications for Payments, etc., See Article 13.
- 8.10 Determinations for Lump Sum Prices.** The Contracting Officer will determine the completion and classifications of Lump Sum Work performed by Contractor. The Contracting Officer will review with Contractor preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). The Contracting Officer's written decisions thereon will be final and binding upon Contractor unless, within ten days after the date of any such decision, the Contractor delivers to Contracting Officer written notice of intention to appeal from such a decision.
- 8.11 Decisions on Disputes.** The Contracting Officer will be the interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 10 and 11 in respect of changes in the Contract Price or Contract Time will be referred to the Contracting Officer in writing with a request for a formal decision in accordance with this paragraph, which the Contracting Officer will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to the Contracting Officer promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto and written supporting data will be submitted to the Contracting Officer within sixty days after such occurrence.
- 8.12 The rendering of a decision** by the Contracting Officer pursuant to paragraphs 8.10 and 8.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 12.13) will be a condition precedent to any exercise by the Contracting Officer or Contractor of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

- 8.13 Limitations on the Contracting Officer's Responsibilities.** Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of the Contracting Officer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents.
- 8.14 The Contracting Officer will not be responsible for Contractor's means,** methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and The Contracting Officer will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.
- 8.15 The Contracting Officer will not be responsible for the acts** or omissions of Contractor or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 9 - CHANGES IN THE WORK

- 9.1 Without invalidating the Agreement,** the Contracting Officer may, at any time or from time to time, without notice to any surety, order additions, deletions or revisions in the Work or other requirement, which the performance of, or compliance with, is established in the provisions of the Contract Documents. These will be authorized by duly executed Change Orders, initiated by The Contracting Officer. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the Supplementary Conditions of any such document and the applicable provisions of the Contract documents (except as otherwise specifically noted). If any Change Order, Written Amendment or Change Order Request justifies an increase or decrease in Contract Price, or an extension or shortening in Contract Time, an adjustment will be made in accordance with Articles 10 and 11 of the General Conditions, pursuant to Contractor's waiver of future claims, and the Agreement will be amended in writing.
- 9.2 When changes under paragraph 9.1 are contemplated** by the Contracting Officer, a Change Order Request will be issued requesting a quotation from Contractor. Quotations documenting the basis for any proposed adjustment in Contract Price or Contract Time shall be submitted in accordance with Articles 10 or 11.
- 9.3 Upon receipt of Contractor's quotation** under paragraph 9.2, and if the Contracting Officer agrees to the increase (decrease) in the cost or the time required to perform any part of the Work, and orders the change, the Contracting Officer will approve the adjustment, secure Contractor's waiver in accordance with paragraph 9.6, and execute the Change Order. If the parties cannot agree and the Contracting Officer orders the change or concludes that a change under paragraph 9.2 is not ordered, Contractor will be required to proceed with the Work involved.
- 9.4 In pricing or asserting claims for changes** under this Article, Contractor acknowledges and agrees that no adjustment shall be made (1) for any escalation costs for any part of the Work which is not delayed beyond the applicable latest possible dates specified in the approved progress schedule, or (2) for which an adjustment has been provided for, limited as to extent, or excluded under any other provisions of the Contract Documents.

9.5 The increase or decrease in Contract Price or Contract Time, or both, stated in a Change Order shall unequivocally comprise the total price and/or time adjustment due or owed for the Work or changes defined in the Change Order. By executing a Change Order, Contractor acknowledges and agrees that the stipulated increases or decreases in Contract Price and/or Time represent full compensation for all increases or decreases in the cost of or the time required to perform the entire Work under the Contract arising directly or indirectly from the change, including the costs and delays associated with the interruption of schedules, extended overheads, delay, loss of momentum, acceleration to overcome delays and loss of momentum, and cumulative impacts or ripple effect. Signing of a Change order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price or Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change, subject to the scope of the Work set forth in the Contract Documents. Acceptance of this waiver constitutes an agreement between the Contracting Officer and Contractor that the Change Order reflects the proper adjustment to the Contract, and that Contractor will waive all rights to file a claim on the or Change Order after it is properly executed.

9.6 Additional work performed by Contractor without a duly executed Change Order will not entitle Contractor to an increase in Contract Price or an extension in Contract Time, except in case of an emergency as provided in paragraph 6.22 and except as provided in paragraph 13.9.

9.7 The Contracting Officer will prepare appropriate Change Orders covering changes in the Work which are required, or because of uncovering Work, or as provided in paragraph 10.8 of the General Conditions or in other parts of the Contract Documents.

9.8 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, it will be the responsibility of Contractor to so notify the surety, and the amount of each applicable Bond shall be adjusted accordingly. Contractor shall furnish proof of such adjustment to the Contracting Officer.

ARTICLE 10 - CHANGE OF CONTRACT PRICE

10.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.

10.2 The Contract Price may only be changed by a Change Order. Contractor shall deliver to the Contracting Officer a written change order request within seven days, or earlier if so required elsewhere in the Contract Documents, of the occurrence of an event that Contractor believes entitles him to a change in the Contract Price. Failure of Contractor to comply with the time requirements for delivery of written notice shall be considered to be a waiver by Contractor of any claim for an increase in the Contract Price.

10.2.1 Contractor's quotation with all supporting data shall be delivered within fifteen days of such notice or within twenty-two days of such occurrence, whichever is later, unless the Contracting Officer allows an additional period of time to ascertain accurate cost data. Contractor must

prove that additional costs were necessarily incurred which meet the criteria set forth in this Article, despite Contractor's reasonable, prudent, and diligent efforts to prevent such costs. Any delays in the submittal of quotations will not justify a delay or constitute a basis for an extension of Contract Time.

10.2.2 Contractor's quotation shall be submitted in a form acceptable to the Contracting Officer, and shall remain firm for a period of at least 60 days from delivery of the quotation. The quotation shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the changes described. Unless otherwise directed, itemized estimates shall be in accordance with the requirements of Articles 10 and 11 and in sufficient detail to reasonably permit an analysis by the Contracting Officer of all material, labor, equipment, subcontract, and overhead costs and fees and shall cover all aspects of the Work involved in the change, whether such was deleted, added, changed or impacted. Any amount claimed for Subcontractors or Suppliers shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit an analysis of schedule impact as required. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule.

10.2.3 Contractor may request an adjustment in contract compensation in time to do undocumented changes that have been made to the contract scope, or intent. These changes may have been initiated by undocumented field directions, or as a Contracting Officer's clarification or interpretation, or in an approving a Shop Drawing or sample. Notice given to the Contracting Officer in a timely manner and not exceed forty-eight hours after the action occurred. No claim by Contractor will be allowed if the notice is submitted after the Work involved has commenced or after final payment under the Agreement.

10.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

10.3.1 Lump Sum Prices included in the Contract: Where the Work involved is covered by lump sum prices included in the Bid Form, the Contract Price shall be adjusted by the lump sum prices.

10.3.2 Unit Prices Included in the Contract: Where the Work involved is covered by unit prices included in the Bid Form, and the actual quantities required differ from those shown on the Bid Form, or those indicated in the Contract Documents, the Contract Price shall be adjusted by application of unit prices to the actual quantities of the items involved.

10.3.3 Negotiated Unit Prices: If the Work involved is not covered by unit prices contained in the Contract Documents, unit prices may be negotiated on the basis of costs estimated in accordance with paragraph 10.4.

10.3.4 Negotiated Lump Sum: If the Contract Price is adjusted on the basis of an agreed to lump sum, and the costs are estimated in accordance with paragraph 10.4.

10.3.5 Cost of the Work: Where the Contracting Officer and Contractor cannot agree on any of the methods described above, The Contracting Officer may direct Contractor to proceed on the basis of the actual costs of the Work involved in accordance with paragraph 10.4.

10.4 Cost of the Work. The term Cost of the Work means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the Contracting Officer, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 10.5:

10.4.1 Payroll costs for employees in the direct employment of Contractor in the performance of the Work under schedules of job classifications agreed upon by the Contracting Officer and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

10.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless the Contracting Officer deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to the Contracting Officer. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the Contracting Officer, and Contractor shall make provisions so that they may be obtained.

10.4.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. The Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor and shall deliver such bids to the Contracting Officer who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of Work shall be determined in the same manner as Contractor's Cost of Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Equipment costs, including the ownership or rental costs, and operating costs, for individual construction equipment and machinery and the parts thereof whose replacement value is in excess of \$1,000. Transportation, loading and unloading, installation, dismantling and removal costs shall be included only if such equipment is imported to the site solely to perform the Work involved. Such equipment costs shall cease when the use thereof is no longer necessary to perform the Work involved. If equipment rental rates are utilized they shall not exceed the rate determined from the Equipment Rental Blue Book, Vol. 2. The rate shall be determined by dividing the appropriate monthly rental rate by 160 and adding the hourly operating rate indicated for the piece of equipment.

10.4.5 Costs of premiums for additional Bonds or insurance required solely because of the changes involved.

10.5 The term Cost of the Work shall not include any of the following:

10.5.1 Payroll costs and other compensations of owners, executives, principals (of partnership and sole proprietorships), general managers, the engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Work and not specifically included in the agreed upon schedule of job classifications, referred to in paragraph 10.4.1, all of which are to be considered administrative costs covered by the Contractor's Fee.

10.5.2 Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

10.5.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

10.5.4 Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5 above).

10.5.5 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

10.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

10.6 Contractor's Fee. The Contractor's fee allowed to Contractor for overhead and profit shall be determined by negotiations. The objective of negotiations shall be the exercise of sound business judgment including agreement on reasonable overhead rates, and fair and reasonable profit based on assumptions of risk, exposure to weather, size of the change, percent of subcontracted Work, labor to material ratio, equipment requirements, and time of performance. In no case, however, shall the fee for overhead and profit exceed the following percentages of the various portions of the Cost of the Work:

10.6.1 For costs incurred under paragraphs 10.4.1 and 10.4.2, the Contractor's fee shall not exceed 15%.

10.6.2 For costs incurred under paragraph 10.4.3 and for Work performed by a Contractor's Subcontractor, the Contractor's fee shall not exceed 10% and the Subcontractor's fee shall not exceed 15%; for costs incurred under paragraph 10.4.3 and work performed by a Subcontractor's Subcontractor, the Contractor's and the Subcontractor's fee shall each not exceed 5% and 5%, and the Subcontractor's fee shall not exceed 15%;

10.6.3 No fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5 of the General Conditions.

10.6.4 The amount of credit to be allowed by Contractor to the Contracting Officer for any such a change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's fee in accordance with the following:

- 10.6.5** When both additions and credits are involved in one change, and the additions exceed the credits, the adjustment in Contractor's fee shall be computed on the amount by which the additions exceed the credits, except that no adjustments shall be allowed on the costs developed in accordance with paragraph 10.3.1;
- 10.6.6** When both additions and credits are involved in one change, and the credits exceed the additions, Contractor will be allowed to retain fee on the amount by which the credits exceed the additions, except that no adjustments shall be allowed on the costs developed in accordance with paragraph 10.3.1.
- 10.7** **Whenever the cost of any Work** is to be determined pursuant to paragraph 10.4 or 10.5, Contractor will submit in form acceptable to The Contracting Officer an itemized cost breakdown together with supporting data.
- 10.8** **Unit Price Work.** Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparing Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by The Contracting Officer in accordance with Article 10.
- 10.8.1** Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- 10.8.2** The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment under the following conditions:
- 10.8.2.1** If the total cost of a particular item of Unit Price Work amounts to 10% or more of the Contract Price, and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
- 10.8.2.2** If there is no corresponding adjustment with respect to any other item of work; and
- 10.8.2.3** If Contractor believes that Contractor has incurred additional expenses as a result thereof; or
- 10.8.2.4** If The Contracting Officer believes that the quantity variation entitles The Contracting Officer to an adjustment in the unit price, either The Contracting Officer or Contractor may request an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.
- 10.8.2.5** The renegotiated Unit Price shall be applicable only to the variation in quantities above 115% or below 85% of the quantities estimated or indicated.
- 10.8.2.6** If the quantity variation is such as to require an increase in the Contract Time, Contractor shall, within seven days of knowledge of the variation in quantities, submit a written request to The

Contracting Officer, and proceed to substantiate his request within fifteen days thereafter in accordance with the analysis and documentation requirements.

ARTICLE 11 - CHANGE OF CONTRACT TIME

- 11.1 The Contract Time may only be changed by a Change Order.** Any request for an extension in Contract Time shall be based on a written request delivered to The Contracting Officer within seven days, or earlier if so required in the Contract Documents, of the occurrence of the event giving rise to the request. Supporting data as to the extent of the request shall be delivered within fifteen days thereafter, or within event giving rise to the occurrence, whichever is later, unless The Contracting Officer allows an additional period of time to ascertain more accurate data. Contractor must prove that extensions to the Contract Time have materialized which meet the combined criteria set forth in paragraphs 11.2 and 11.3 below, despite Contractor's reasonable, prudent, and diligent efforts to prevent or overcome such delays. Failure of Contractor to comply with the time requirements for written Change Order Requests or for submittal of supporting data shall be considered to be a waiver by Contractor of any claim for an extension in Contract Time.
- 11.2 The Contract Time may be extended in an amount equal** to time lost due to delays beyond the control of Contractor if a request is made there for as provided in paragraph 11.1. Such delays shall include, but not be limited to, acts or negligence by The City of Osage Beach or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.
- 11.3 All time limits stated in the Contract Documents are of the essence of the Agreement.** The provisions of this Article 11 shall not exclude recovery for damages for delay by either party.

ARTICLE 12 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

- 12.1 Warranty and Guarantee.** Contractor warrants and guarantees to the Contracting Officer that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 12.
- 12.2 Access to Work.** The Contracting Officer's representatives, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access. Inspections, tests or observations by the Contracting Officer or their agents may be performed to provide information to on the progress of the Work. This provision is not intended to create any duty or obligation due to Contractor by the Contracting Officer, nor is the information provided intended to fulfill Contractor's obligations under the Contract.
- 12.3 Tests and Inspections.** Contractor shall give The Contracting Officer timely notice of readiness of the Work for all required inspections, tests or approvals.
- 12.4 If Laws or Regulations of any public body** having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, Contractor shall assume full responsibility thereof, pay all costs in connection therewith and furnish the Contracting Officer the required certificates of

inspection, testing or approval. Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the Contracting Officer's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Contractor shall pay the cost of all inspections, tests and approvals in addition to the above, which is required by the Contract Documents.

- 12.5 All inspections, tests or approvals** other than those required by Law or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the Contracting Officer and Contractor. Contractor shall perform sufficient inspection and testing of the Work to support the warranty and guarantee requirements of paragraph 12.1 of the General Conditions.
- 12.6 If any Work (including the work of others) that is to be inspected,** tested or approved is covered without written concurrence of the Contracting Officer it shall be uncovered for observation. Such uncovering shall be at Contractor's expense unless timely notice of Contractor's intention to cover the same and the Contracting Officer has not acted with reasonable promptness in response to such notice.
- 12.7 Neither observations by the Contracting Officer nor inspections,** tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 12.8 Uncovering Work.** If any Work is covered contrary to the written request of the Contracting Officer, it must, if requested be uncovered for the Contracting Officer's observation and replaced at Contractor's expense.
- 12.9 If the Contracting Officer considers it necessary** or advisable that covered Work be observed by or inspected or tested by others. The Contractor, at the Contracting Officer's request, shall uncover, expose or otherwise make available, for observation, inspection or testing as the Contracting Officer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is Defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction, and Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to any extension of Contract Time or recovery of any delay damage due to the uncovering, and the Contracting Officer will be entitled to all appropriate decreases in the Contract Price, and if the parties are unable to agree as to the amount thereof, a claim may be made therefor as provided in Article 1.00 If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 12.10 The Contracting Officer May Stop the Work.** If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Contracting Officer may order Contractor to stop the Work, or any position thereof, until the cause for such order has been eliminated; however, this right of the Contracting Officer to stop the Work shall not give rise to any duty on the part of the Contracting Officer to exercise this right for the benefit of Contractor or any other party. Contractor shall bear all direct, indirect and consequential

costs of such order to Contractor to stop Work and Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to any extension of Contract Time or recovery of any delay damages due to the order to stop Work, and the Contracting Officer will be entitled to all appropriate decreases in the Contract Price.

12.11 Correction or Removal of Defective Work. If required by the Contracting Officer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Contracting Officer, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal, and Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to any extension of Contract Time or recovery of any delay damage due to the correction or removal, and the Contracting Officer will be entitled to all appropriate decreases in the Contract Price.

12.12 One Year Correction Period. If within one year after the date of Final Acceptance or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to the City and in accordance with the Contracting Officer's written instructions, either correct such defective Work, or, if it has been rejected, remove it from the site and replace it with nondefective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Contracting Officer may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

12.13 Acceptance of Defective Work. If, instead of requiring correction or removal and replacement of defective work, the Contracting Officer prefers to accept it, the Contracting Officer may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the Contracting Officer's evaluation and determination to accept such Defective Work (such costs to be documented as to reasonableness, and Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to any extension of Contract Time or recovery of any delay damages due to the Contracting Officer's evaluation and determination to accept such Defective Work. The Contracting Officer will be entitled to all appropriate decreases in the Contract Price. If any such acceptance occurs prior to the Contracting Officer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the Contracting Officer shall be entitled to an appropriate decrease in the Contract Price. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to the Contracting Officer.

12.14 If Contractor fails within a reasonable time after written notice of the Contracting Officer to proceed and to correct defective Work or to remove and replace the rejected Work as required in accordance with paragraph 12.11, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provisions of the Contract

Documents, the Contracting Officer may, after seven days' written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph, the Contracting Officer shall proceed expeditiously. To the extent necessary to complete corrective and remedial action. The Contracting Officer may exclude Contractor from all or part of the site, take possession of all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which the Contracting Officer has paid Contractor but which are stored elsewhere. Contractor shall allow, the Contracting Officer's representatives, agents and employees such access to the site as may be necessary to enable the Contracting Officer to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the Contracting Officer in exercising such rights and remedies will be charged against Contractor. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the Contracting Officer shall be entitled to an appropriate decrease in the Contract Price. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by The Contracting Officer of the rights and remedies hereunder.

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Application for Progress Payment. On or before the 15th of each month, Contractor shall submit an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the Contracting Officer has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect The Contracting Officer's interest therein, all of which will be satisfactory to the Contracting Officer. Each Application for Payment shall contain an affidavit of Contractor and its Subcontractors stating that progress payments theretofore received from the Contracting Officer on account of the Work have been applied by Contractor and its Subcontractors to discharge in full all of Contractor's and its Subcontractors' obligations stated in the prior Application for Payment, and that the accuracy of the progress reported in the Application for Payment to have been completed by Contractor or its Subcontractors has been verified by Contractor. Notwithstanding any other provisions of the Contract Documents to the contrary, the Contracting Officer is under no duty or obligation whatsoever to any Subcontractor, laborer or other party to ensure that payments due and owing by Contractor to any of them are or will be made. Such parties shall rely only on Contractor's surety bonds for remedy of nonpayment by Contractor. The amount of retainage with respect to progress payments will be as stipulated in the Supplemental Conditions. It should be noted that payments to the Contractor must appear on the "Bills List" to be approved by the Board of Aldermen before payments will be made. The Board meets the 1st and 3rd Thursdays of each month. Late submittal of the pay request will delay payments until the next Board meeting.

- 13.2 Contractor's Warranty of Title.** Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment will pass to the Contracting Officer no later than the time of final payment, free and clear of all Liens.
- 13.3 Review of Applications for Progress Payment.** The Contracting Officer will, within five days after receipt of each application for Payment, either prepare the Payment Request for payment or return the Application to Contractor indicating in writing the reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. The corrected Payment Request will then be submitted to the Board of Aldermen for approval. Generally, if the request is submitted by the 15th of the month the payment will be approved at the first Board meeting in the month and the check issued the next day.
- 13.4 The Contracting Officer's review of the Application for Payment** and the accompanying data and schedules that the Work have progressed to the point indicated; that the quality of the Work is in accordance with the Contract Documents, and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment, the Contracting Officer will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally, or The Contracting Officer to withhold payment to Contractor, or to have represented that any examination has been made to ascertain how or for what purpose Contractor has used or intends to use the monies paid or to be paid to Contractor on account of the Contract Price, or that title to any Work, materials or equipment has passed to the Contracting Officer free and clear of any Lien.
- 13.5 The Contracting Officer may refuse** to make the whole or any part of any payment if, subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously made to such extent as may be necessary in the Contracting Officer's opinion to protect the City from loss because:
- 13.5.1** The work is defective, or completed Work has been damaged requiring correction or replacement,
 - 13.5.2** The Contract Price has been reduced by Change Order,
 - 13.5.3** The Contracting Officer has been required to correct defective Work or complete Work in accordance with paragraph 12.14,
 - 13.5.4** Of the Contracting Officer's actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.9 inclusive, or,
 - 13.5.5** Written claims have been made against the Contracting Officer or Liens have been filed in connection with the Work. The Contracting Officer may refuse to make full payment because claims have been made against the City on account of Contractor's performance or furnishing of the Work or Liens that have been filed in connection with the Work or there are other items entitling the Contracting Officer to withhold payments requested by the Contractor. The Contracting Officer will immediately give written notice stating the reasons for such action.
- 13.6 Partial Utilization.** The Contracting Officer shall have the right to take possession of and to use any completed portion or usable unit of the Work at any time, but such possession and use shall not

be deemed an acceptance of any Work not constructed or completed in accordance with the Contract Documents. If such prior use delays the completion or increases the cost of the Work, the Contractor shall be entitled to such extension of time or extra compensation, or both, as the Contracting Officer may determine. The City in taking possession prior to final acceptance, shall be responsible for damages to the Work, caused by the City's use thereof, during the period of such prior possession and use.

- 13.7 Final Inspection.** Upon written notice from Contractor that the entire Work is complete, the Contracting Officer will make a final inspection. The COTR will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.
- 13.8 Final Payment and Acceptance.** After Contractor has completed all such corrections to the satisfaction of the Contracting Officer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents all as required by the Contract Documents, and after the Contracting Officer has found the Work is acceptable a Final Payment Request will be prepared for approval of the Board of Aldermen. The check for final payment will not be released until the Contracting Officer has received a fully executed Release of Claims from the Contractor.
- 13.9 Waiver of Claims.** A waiver of all claims by Contractor against the City of Osage Beach other than those previously made in writing and still unsettled.

ARTICLE 14 - SUSPENSION OF WORK AND TERMINATION

- 14.1 The Contracting Officer May Suspend Work.** The Contracting Officer may, at any time and without cause, order Contractor in writing to suspend the Work or any portion thereof for such a period of time as the Contracting Officer may determine to be appropriate for the convenience of the City.
- 14.1.1** If the performance of the Work or portion thereof is suspended without cause for a period of time by a suspension of Work order (pursuant to paragraph 14.1), or by an act of the Contracting Officer or in the administration of the Contract, or by failure to act within the applicable latest dates specified by the approved progress schedule, Contractor will be allowed an increase in Contract Price (excluding profit) or an extension in Contract Time, or both, necessarily caused by such suspension which extends the applicable latest dates in the approved progress schedule. However, no adjustment will be made under this provision for any suspension to the extent (i) that performance would have been so suspended by any other cause, including the fault and negligence of Contractor, or (ii) for which an adjustment is provided for, limited as to extent, or excluded under any other provision of the Contract documents.
- 14.1.2** Contractor shall deliver to the Contracting Officer a written notice within seven days, or earlier if so required elsewhere in the Contract Documents, of the act, or failure to act, involved which Contractor believes gives rise to an adjustment in Contract Price or Contract Time pursuant to paragraph 14.1.1. Failure, refusal or neglect by Contractor to comply with the time requirements for delivery of written notice will be considered to be a waiver by Contractor of any claim for an increase in Contract Price or Contract Time.

- 14.1.3** Contractor's quotation with all supporting data shall be delivered within fifteen days of such notice or within twenty-two days of such occurrence, whichever is later, unless the Contracting Officer allows an additional period of time to ascertain more accurate data. Contractor must prove that additional costs were necessarily incurred which meet the criteria set forth in Article 10 of the General Conditions, despite Contractor's reasonable, prudent and diligent efforts to prevent such costs.
- 14.1.4** Notwithstanding paragraph 14.1, if the Contracting Officer stops Work under paragraph 12.10 or suspends Contractor's services under paragraph 12.14, or suspends the Work or any portion thereof because of Contractor's failure to prosecute the Work without endangering persons or property, Contractor shall not be entitled to an extension of Contract Time or an increase in Contract Price.
- 14.2 The Contracting Officer May Terminate.** The Contracting Officer may terminate for cause upon the occurrence of any one or more of the following events:
- 14.2.1** If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
- 14.2.2** If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereinafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
- 14.2.3** If Contractor makes a general assignment for the benefit of creditors;
- 14.2.4** If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;
- 14.2.5** If Contractor admits in writing an inability to pay its debts generally as they become so due;
- 14.2.6** If Contractor persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.6 as revised from time to time);
- 14.2.7** If Contractor disregards Laws and Regulations of any public body having jurisdiction;
- 14.2.8** If Contractor disregards the authority of The Contracting Officer; or
- 14.2.9** If Contractor otherwise violates in any substantial way any provisions of the Contract Documents; The Contracting Officer may, after giving Contractor (and the surety, if there be one) seven days' written notice and, to the extent permitted by Laws and Regulations, terminate the services of Contractor, exclude Contractor from the site and take possession of the Work and of all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full

extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the Contracting Officer has paid Contractor but which are stored elsewhere, and finish the Work as the Contracting Officer may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to the Contracting Officer. Such costs incurred by the Contracting Officer will be approved as to reasonableness by The Contracting Officer and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph, The Contracting Officer shall not be required to obtain the lowest price for the Work performed.

- 14.3 Where Contractor's services have been so terminated** by the Contracting Officer, the termination will not affect any rights or remedies of the Contracting Officer against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by the Contracting Officer will not release Contractor from liability.
- 14.4 Upon seven days' written notice to Contractor** the Contracting Officer may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs.
- 14.5 Contractor May Stop Work or Terminate.** If, through no act or fault of Contractor, other public authority the Contracting Officer fails to act on any Application for Payment within sixty (60) days after it is submitted, or the Contracting Officer fails for sixty (60) days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days' written notice to the Contracting Officer terminate the Agreement and recover from the City payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if the Contracting Officer has failed to act on an Application for Payment or the City has failed to make any payment as aforesaid, Contractor may upon seven days' written notice to the Contracting Officer and stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve Contractor of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the Contracting Officer.

ARTICLE 15 - DISPUTES

- 15.1 All claims, disputes and other matters in question between** The Contracting Officer and Contractor arising out of, or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 12.13) shall be processed and resolved as provided in this Article.
- 15.2 A claim means a written demand or assertion by Contractor** which is properly certified, seeking an adjustment in Contract Price or payment of monies due, an extension or shortening in Contract Time,

- 15.3 A claim arising under the Contract**, unlike a claim relating to the Contract, is a claim that can be resolved under a provision of the Contract Documents that provides for or excludes the relief sought by the claimant. Such claims shall be resolved in accordance with the applicable provisions.
- 15.4 No claim shall be valid unless** it is based upon written notice (stating the nature of the claim) delivered by the party making the claim to the other party promptly, but in no event later than seven (7) days after the Contracting Officer's determination giving rise to the claim. The claim submittal with all supporting data shall be delivered within thirty (30) days after the determination (unless the Contracting Officer allows an extension). The responsibility to substantiate a claim shall rest with the party making the claim. Notwithstanding anything to the contrary in this Article, the Contracting Officer shall not be required to deliver notice of any claim for liquidated damages or involving retentions until sixty (60) days after final acceptance.
- 15.5 For all Contractor claims seeking an increase in Contract Price or Contract Time**, the Contractor shall submit an affidavit executed by an officer or partner in charge of the Contract, or by its general or managing partner. The affidavit shall certify that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in Contract Price or Contract Time that the Contractor determines the Contracting Officer is liable and covers any delay and all costs to which the Contractor is entitled from the occurrence of the claimed event, and (c) supporting cost and pricing data are current, accurate, complete and represent the Contractor's best knowledge and belief.
- 15.6 The Contracting Officer will**, if requested by the Contractor, render a decision within sixty (60) days of the request. Once given, the Contracting Officer's decision shall be final and binding on the Contractor unless the Contractor files suit within thirty (30) days after receipt of the Contracting Officer's decision.
- 15.7 Pending final resolution of any claim**, including litigation, the Contractor shall proceed diligently with the Work and comply with any decisions of the Contracting Officer.
- 15.8 After settlement or final adjudication of any claim** under this Article if, upon demand, payment by the Contractor is not made to the City, the Contracting Officer may offset the appropriate amounts against (a) payments due to the Contractor under any other contract between the City of Osage Beach and the Contractor, or (b) any amounts for which the City may be obligated to the Contractor in any capacity.

ARTICLE 16 - MISCELLANEOUS

- 16.1 Giving Notice.** Whenever any provision of the Contract Documents requires the giving of written notice to the Contracting Officer, it will be deemed to have been validly given if delivered in person to the Contracting Officer, or to his authorized representative (COTR) or if delivered at or sent by registered or certified mail, postage prepaid, to the City of Osage Beach, 1000 City Parkway, Osage Beach, MO 65065. The written notice to the Contractor will be deemed to have been validly given if delivered in person to the designated Superintendent, or to a designated member of the firm, or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.
- 16.2 Computation of Time.**
- 16.2.1** When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls

on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

16.2.2 A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

16.3 General. Should The Contracting Officer or Contractor suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 16.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

16.4 Notification of Emergency Services: Contractor shall notify all local Police, Fire Department and Ambulance Services at least twenty-four (24) hours in advance of construction across or adjacent to existing roadways in order that the services might be aware of any disrupted access. Also notify affected residents and school bus service.

16.5 Prohibited Interests: No official of the City of Osage Beach who is authorized in such capacity on behalf of The City to negotiate, make, accept, or approve or to take part in the negotiating, making or approving any architect, engineer, inspection, construction or material supply contract or any Subcontractor in connection with the construction of this Project shall become directly or indirectly interested personally in this Contract or in any part thereof.

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 7, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 26-54- An ordinance of the City of Osage Beach, Missouri, vacating an easement contained on Lot 1 of the Kalfran Commons Subdivision in Osage Beach. Camden County, Missouri. *First & Second Reading.*

Requested Action:

First & Second Reading of Bill #26-54

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:

This is a vacation of a sewer easement on the old Kalfran property. Public Works has confirmed we have no infrastructure in this easement and therefore no longer need it. We are asking for two readings because the owners/developers working on the property need the easement vacated to close on a sale. Staff recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 26-54 is in correct form.

City Administrator Comments:

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, VACATING AN EASEMENT CONTAINED ON LOT 1 OF THE KALFRAN COMMONS SUBDIVISION IN OSAGE BEACH, CAMDEN COUNTY, MISSOURI.

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

Section 1. That the Board of Aldermen of the City of Osage Beach has determined it is in the best interest of the City to vacate a utility easement on Lot 1 of Kalfran Commons Subdivision in Osage Beach, Camden County, Missouri, which is no longer needed by the City.

Section 2. The easement attached as “Exhibit A” is hereby vacated by the Board of Aldermen of the City of Osage Beach, Missouri.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 26.54 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
Approved as to form:

Tara Berreth, City Clerk

Cole Bradbury, City Attorney

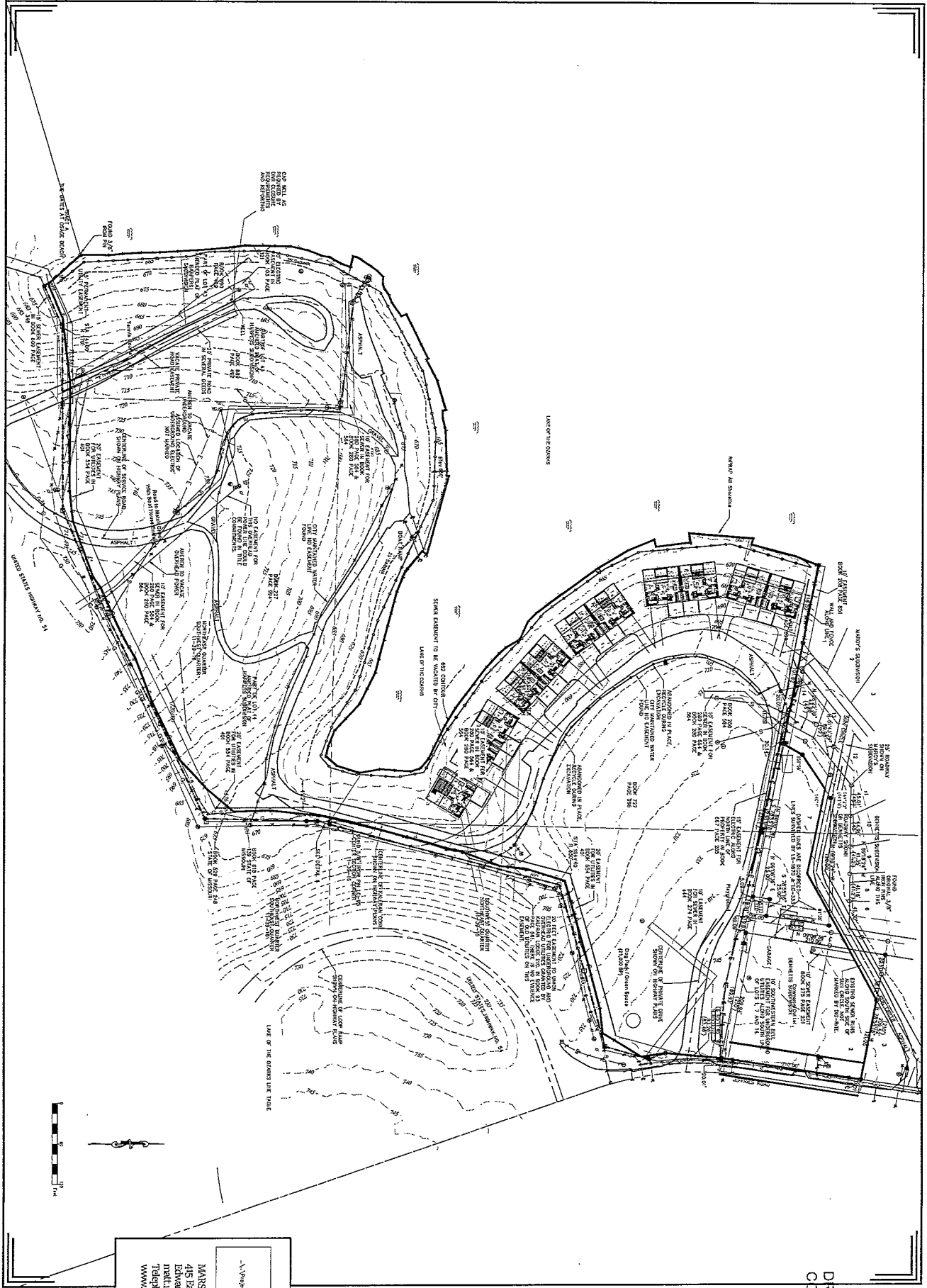
I hereby approve Ordinance No.26.54.

Richard Ross, Mayor

Date

ATTEST:

Tara Berreth, City Clerk



Port 19 Preexisting Conditions

DRAFT: NOT FOR
CONSTRUCTION

C-1

MANSCHE ENGINEERING
 415 East Vandella Street
 Edwardsville, IL 62025
 manclm@manvec.us
 Telephone: 618-216-0065
 www.manvec.us

NO COPY 200105078
 Expires 12/31/2026

THIS INDENTURE, MADE ON THE 29th day of July, 19 85, by and between Kalfran Lodge, A Limited Partnership

of the County of Camden, in the State of Missouri (Party, Parties) of the First Part, and the City of Osage Beach, Missouri, a municipal corporation of Camden County, Missouri, Party of the Second Part.

WITNESSETH, That the said (Party, Parties) of the First Part in consideration of the sum of One Dollar and other valuable consideration to it paid by the said Party of the Second Part, the receipt of which is hereby acknowledged, do es by these presents Deed, Convey and Transfer unto the said Party of the Second Part, an easement for it, its agents, employees and contractors, to excavate within, install, construct, maintain, repair and service sanitary sewers, manholes, pumping facilities and force mains for the routing and conveyance of sanitary sewage in, under and through the following described land in Camden County, Missouri, to-wit:

Part of the Southwest Quarter of the Northeast Quarter of Section 11, Township 39 North, Range 16 West, and more particularly described as a strip of land 10 feet wide, lying 5 feet each side of and parallel to the following described centerline:

From the southwest corner of the Southwest Quarter of the Northeast Quarter of said Section 11; thence S 89° 18' 36" E, along the Quarter Section Line, 390.89 feet; thence N 00° 00' 00" E, 449.40 feet; thence N 52° 20' 28" W, 30.00 feet to the point of beginning for said centerline; thence continuing N 52° 20' 28" W, 174.32 feet; thence S 39° 35' 04" W, 126.00 feet to the point of termination.

Bearings are based on U.S.C. & G.S. Riverview Reference Mark No. 2 and Riverview Azimuth Mark.

ALSO, an easement of an even width of 5 feet upon the land located immediately adjacent to each side and extending the full length of the 10 foot strip of land described above, for the initial construction and installation of the aforementioned sanitary sewer facilities; provided that this additional easement shall expire and terminate upon completion of said sewer.

Areas disturbed or damaged by Party of the Second Part due to construction or maintenance of the sewer facilities will be restored to their original condition by Party of the Second Part where possible. (Party, Parties) of the First Part may use the surface of the easement for parking, roadway, driveway or walkway and in so doing may cover the easement with a gravel, asphalt, concrete, grass or soil surface. (Party, Parties) of the First Part may place a movable structure on the easement. (Party, Parties) of the First Part may construct a fence over said easement provided it allow(s) Party of the Second Part access to the easement through an alternate route. If necessary, Party of the Second Part may remove said fence, provided it replaces said fence with a similar type fence.

In the event First (Party, Parties) require(s) a variance in said easement(s), First (Party, Parties) shall provide a new easement(s) and replacement sewer facilities to Second Party at no cost to Second Party. Second Party shall upon First (Party, Parties) meeting said requirements vacate said prior easement and First (Party, Parties) shall terminate use of said prior sewer facilities. Easement(s) and replacement sewer facilities shall meet the requirements of Second Party.

TO HAVE AND TO HOLD with all the rights, immunities, privileges and appurtenances necessary to the Party of the Second Part in exercising its right of easement herein obtained, so that neither the (Party, Parties) of the First Part nor its heirs, grantees, assigns, or successors, nor any person or persons for it or in its name or behalf, shall hereafter make any use of the above-described premises in a manner that is inconsistent with, or in any way interferes with the use by Second Party of the easement herein deeded, conveyed and transferred to the Party of the Second Part.

IN WITNESSETH WHEREOF, the said (Party, Parties) of the First Part has hereunto set its hand and seal the day and year first above written.

Kalfran Lodge
James L. Frazier
James L. Frazier, General Partner

Kalfran Lodge
James W. Shaffer
James W. Shaffer, General Partner

CAMDEN COUNTY

MISSOURI ACKNOWLEDGEMENT - UNMARRIED PERSON(S)

STATE OF MISSOURI)
) ss.
COUNTY OF CAMDEN)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that _____ executed the same as _____ free act and deed. And the said _____ further declare _____ to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year first above written.

My commission expires: _____

Notary Public

MISSOURI ACKNOWLEDGEMENT - LIMITED PARTNERSHIP

STATE OF MISSOURI)
) ss.
COUNTY OF CAMDEN)

On this 29th day of July, 1985, before me personally appeared James L. Frazier and James W. Shaffer, General Partners of Kalfron Lodge, a Missouri Limited Partnership, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

My commission expires: 1-12-89.

Laura Lee Ford

Notary Public



LAURA LEE FORD
NOTARY PUBLIC - STATE OF MISSOURI
COMMISSIONED IN CAMDEN COUNTY
BY COMMISSION EXPIRES JAN. 12 - 1989

BOOK 274 PAGE 444

STATE OF MISSOURI)
) ss.
COUNTY OF CAMDEN)

I, the undersigned Recorder of Deeds for said County and State do hereby certify that the foregoing instrument of writing was filed for record in my office on the 14th day of August, 1985 at 2 o'clock and 37 minutes P.M., and is truly recorded in Book 274, page 444.

Witness my hand and official seal on the day and year aforesaid.



Don Williams

Recorder

By: *J. McElusee*

Deputy

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 7, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Todd Davis, Police Chief

Agenda Item:

Motion to direct staff to order a 2027 Ambulance from American Response Vehicles as part of the FY2028 Budget, for an amount not to exceed \$363,870.00.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - 2 year lead time for any orders

Budgeted Item:

No - will be included in the FY2028 Budget.

Budget Line Information (if applicable):

Department Comments and Recommendation:

On March 4, 2026, the city sent out an invitation for bids on a 2026 or newer Type I Ambulance to replace our existing Medic 8, a 2015 AEV Traumahawk Type III Ambulance. This replacement is necessary to maintain reliable emergency medical service delivery, ensure responder and patient safety and support the continued growth of the city.

Typically, ambulances have a frontline service life of 5 – 7 years, with some agencies extending that to 8 -10 years depending on operational conditions. Our 2015 model is 11 years old and if we order now, it will be 13 years old when it is replaced.

As ambulances age, repairs become more frequent and costly:

- Increased mechanical failures
- Higher maintenance and repair costs
- Outdated safety features
- Availability of replacement parts

As Osage Beach continues to grow in both permanent population and seasonal, year-round tourism this will have an impact on the demand for EMS services, just like all the other city services that we provide.

Modern ambulances offer substantial advancements that directly improve patient outcomes and responder safety.

The new unit has an approximate build and delivery timeline of 720 – 900 days (2 – 2 ½ years) from date of order which means we would not take delivery of the vehicle until May of 2028 at the earliest.

This is not a budgeted item for 2026, nor will there be an expenditure in 2026. This is a request to approve the purchase so that they can get the Ambulance on the build list.

We do understand that this will commit funds to a future budget. By placing the order now, it also locks the price in. To add some history to this in 2015 we paid \$141,995.00 for Medic 8. In 2023 we paid \$243,931.00 for Medic 10. In three years, the price increase is up by almost 50%, and the lead time is 2 years out.

AEV has provided financing options from Rev Financial services with a 3 year and 5 year options.

The decision to award the bid to American Response Vehicle (ARV), the second highest bidder, rather than lower bids submitted was based on the following factors.

- Price is locked in at time of acceptance (all other bidders vary on chassis cost) with exception of the two demo units. (Both of those units are Diesel Fuel)
- Warranty – Best of bids received
 - Electrical 7 years
 - Modular 20 years
 - Exterior 7 years
- ARV was 1 of 2 that included crash results
- Box is re-mountable (based on current safety standards)
- Missouri based company (Columbia, MO)
- We currently own an ambulance built by American Response Vehicle and have had no significant problems with the unit.

The department does recommend the approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

BID OPENING

Ambulance

03/27/2026

2:00 PM

The following bids were opened by Tara Berreth and witnessed by Kegan Powers.

Bidder Name

Amount of Bid

Bidder Name	Amount of Bid
Emergency Service Supply	\$397,820.00
Medix	\$361,601.44
Pinnacle	\$319,031.00
Pinnacle	\$353,625.00
American Response Vehicles	\$363,870.00
Feld Fire	\$334,365.00



Helping Emergency Services Save Lives®

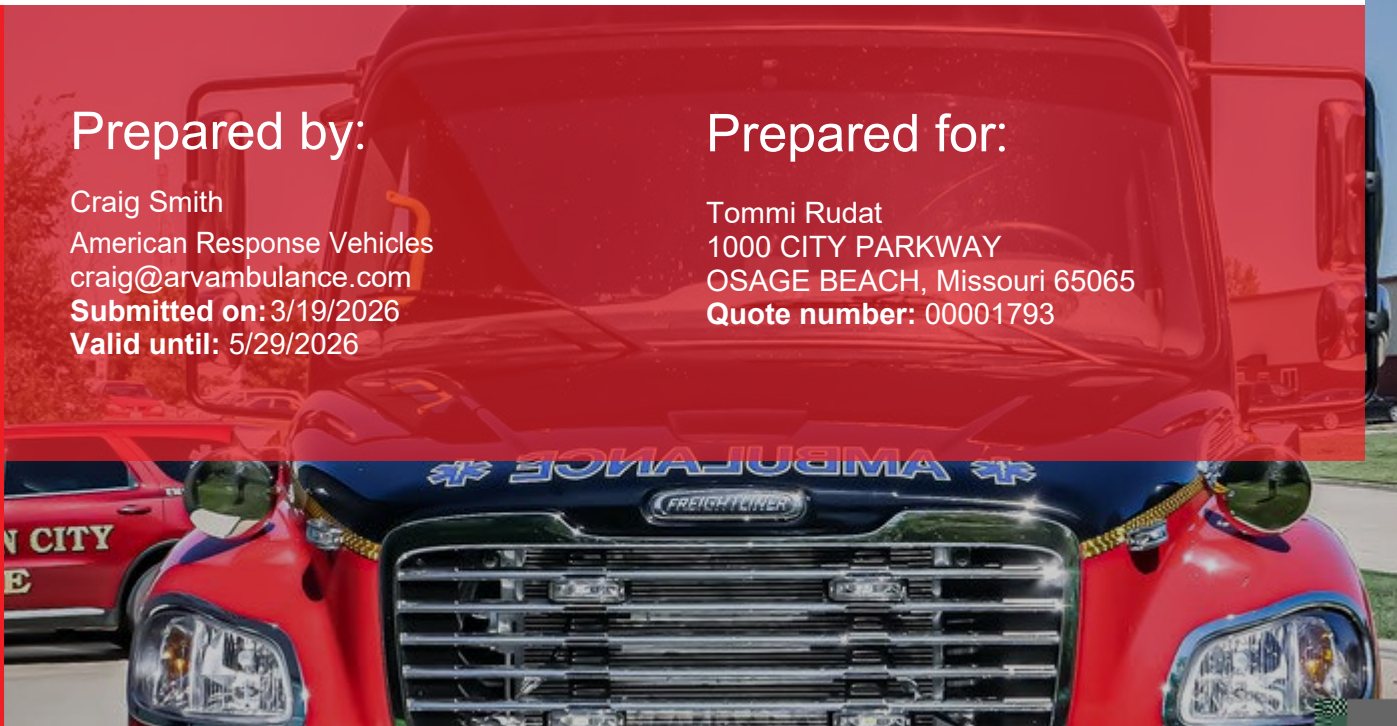
ARV PROPOSAL

Prepared by:

Craig Smith
American Response Vehicles
craig@arvambulance.com
Submitted on: 3/19/2026
Valid until: 5/29/2026

Prepared for:

Tommi Rudat
1000 CITY PARKWAY
OSAGE BEACH, Missouri 65065
Quote number: 00001793



Cover letter

Dear Tommi,

Thank you for considering American Response Vehicles (ARV), the nation's largest ambulance-only dealership and proud representative of AEV, the #1 selling ambulance brand for over 15 years. AEV ambulances are renowned for their safety, durability, and reliability, with every model designed to prioritize provider safety.

AEV produces over 1,200 units annually—significantly outpacing competitors—and continually refines its designs for exceptional performance. Their rigorous safety testing exceeds industry standards, including double destructive impact dynamic testing and static load tests surpassing competitors by 40%. This commitment to innovation makes AEV the trusted choice for critical missions nationwide.

As the largest U.S. ambulance manufacturer, AEV delivers vehicles with low ownership costs, minimal maintenance needs, and unmatched serviceability. Built in a cutting-edge 400,000 sq. ft. facility, all ambulances come with industry-leading warranties, ensuring dependability for years to come.

Our team at ARV works directly with your agency to design ambulances that fit your fleet's exact needs. With decades of experience and a network spanning 14 states, we deliver solutions built on real-world knowledge from fleets like yours. No other dealership in the region can match our expertise or insight.

All AEV ambulances exceed F.M.V.S.S. and KKK-A-1822-F standards and can align with CAAS and NFPA requirements. Built on ambulance prep chassis and certified by NTEA, AEV ambulances set the standard for safety and reliability.

Project Fees



Description	Price
2027 AEV Traumahawk Type I Custom Ambulance Ford F550, LWB, 4x4, Gas	\$370,770.00
Less AEV, Ford, & ARV Discounts	\$6,900.00

Total

\$363,870.00

Terms & Conditions



- Terms are 100% NET at final delivery, or active lease purchase. No downpayment required.
- Prices are protected from date of order to date of final delivery, with NO escalation clauses regardless of industry price increases during order/production phase. Price quoted is good for 60 days from date of proposal and will need to be requoted after 60 days if sale is not committed.

Proposal Includes

- **Delivery will be 720 to 900 days after approval of the work order confirmation**
- **Stryker Powerload**
- **Stryker Power pro 2 Cot**
- **Graphics to match your current units**



Sign-off



Standard chassis manufacturer's warranties apply and will start on the date and mileage at delivery. The warranty on our all-aluminum fully welded modular body is 20 years. Our conversion warranty, including our electrical system, paint, and graphics, is 7 years or 70,000 miles. All third-party components, including but not limited to warning lights and systems, patient mobility products, portable equipment, suspension systems, and HVAC systems, are covered by their respective manufacturers' warranties and are not the responsibility of AEV or American Response Vehicles.

All parts and service are available through our facility in Columbia, Missouri; our facility in West Jefferson, North Carolina; or one of our remote service facilities in Nebraska or Illinois. Mobile Road Service is available with our fully stocked and equipped service vans to maintain your fleet right in your own facilities. We offer twenty-four-hour delivery on parts in most cases. If a part is not in our inventory, it will be shipped directly from the manufacturer, again, in most cases within twenty-four hours.

Thank you for your consideration of ARV. We look forward to continuing to provide you with the very best ambulance available on the market today. If I may be of any assistance, please contact me at 1-888-448-8881.

Sincerely,

Craig Smith
Craig Smith

Regional Sales Manager



Quote SO

Osage Beach Ambulance
 1000 City Parkway
 Osage Beach, MO 65065

American Response Vehicles
 Craig Smith
 521 Hillside Road
 Columbia, MO 65201
 573-443-8881

Quote No: 10203-0041
 03/18/2026

PART NO	S	DESCRIPTION	QTY
== ***** <i>BID STANDARDS</i> ***** - 38.005 03/09/26 ==			
00-00-0010		-- ORDER NUMBER	1
00-00-0107		-- Order Date: Post March 1,2026	1
00-00-0113		-- Ambulance Built to Star Of Life KKK-A-1882-F Certification, Latest Revision	1
00-10-0015		Vehicle Quantity (Vehicles)	1
00-91-0003		CHASSIS VIN NUMBER:	1
00-91-0024		ACCOUNT SPECIALIST: Mikael Blevins	1
00-91-0027		REFERENCE UNIT #:	1
00-91-0028		RE-WRITE DATE :	1
00-91-0040		SEAT BELT POSITIONS MODS	1
00-91-0042		-- CAB SEAT BELT MOD:	1
00-91-0044		-- Total: 2 Seated Positions in Chassis Cab	1
00-91-0050		-- REAR SEAT BELT MOD:	1
00-91-0054		 -- Total: 4 Seated Positions & One Floor Mount Secured Patient	1
00-99-0180		Chassis Axle Digital Alignment	1
00-99-9000		Revision Level: 0 - Zero - ORIGINAL VERSION	1
00-99-9030		Change Order Level: 0 - Zero - ORIGINAL VERSION	1
== ***** <i>F-Series 108ca CHASSIS</i> ***** - 38.005 03/09/26 ==			
01-1F-0000		Type I AEV Traumahawk Modular Ambulance	1
01-AV-2F49		< 2027 Ford F-550 4x4 Reg Cab, 193" WB XLT V8 Gasoline	1
		F5H GVWR 18,000 lbs	
		AEV STD Spec.	
		Individual tire pressure monitoring system (TPMS)- Std Ford F series OEM -New for 2026	
		Halogen fog lamps in bumper (siren speaker location)	
		Spare tire/ Wheel/ Tools/ Hydraulic Jack	
		59H high mount stop lamp	
		Rear camera and prep kit	
01-FL-TI06		 -- Tire, SPARE: Matching, Random Make	1
01-FM-TI01		 -- Location: Shipped Loose	1

PART NO	S	DESCRIPTION	QTY
01-TU-0112		-- Jack and Tire Tools: Install behind Passenger's seat	1
01-FM-4WH3		-- Wheel Finish: Polished SS Wheel Simulators (F-550)	1
01-FM-DL01		-- Cab Door Locks: Power XLT- Auto Lock,Auto Unlock Standard	1
01-FM-DTRQ		-- Ford F series High center mount brake light ordered with chassis	1
01-SZ-0006	<	-- Backup Camera fixed system 872 Ford OEM install on module Type 1 F series OEM camera with no weather shield, adjustable position, Displays into OEM Radio	1
06-EC-31G6		-- Camera Color: as received May be black or gray color	1
01-TP-0015		-- Chassis has OEM Tire Pressure Warning System	1
04-SU-1101		-- Ford OEM Front Suspension Coil Spring Std F-450/550	1
04-SU-1729	<	-- Liquid Spring Rear Suspension: F-450 /550 2022+ *NOTE: If Oxygen Lift is installed, then if the O2 Cmpt Door is open, the kneeling suspension will not dump until door is closed* Part; SUSP-DS147FS4A	1
01-TT-0208	<	-- ""DETAIL"" Liquid Rear Suspension Decal Install Prior to delivery, detail department is to install a Black Decal on the dash:	1
04-SU-0601		-- Kneeling Feature: Enable Switch Located in CAB console	1
04-SU-0610		-- Kneeling Feature: Activated by TRAILING rear access door	1
04-SU-0651		-- Exhaust system termination point: OEM Location, Rt Rear	1
04-SU-2024	S <	-- Liquid spring controller installed on driver side of console, recessed forward see console print w/ Lexan Cover	1
04-SU-2210		-- Liquid Spring Surcharge Jan 1 2026	1
04-SU-03F6		-- Rear Stabilize (Anti-Sway) Bar: OEM, Ford F-450/550 == 172 x 95 T-1 LWB Ford Mod Body, Conversion - 38.005 03/09/26 ==	1
06-EA-01FD		Tire Valve Extensions, S/S Braided, PR, Dual Rear Wheel AML1	1
01-Y0-0002		BODY Generation 10	1
01-X0-0002	<	-- Body Certification Provided to Specification -Gen 10 The Body Manufacturing group certifies that this Ambulance Modular body has been constructed of materials and methods that meet or exceed the standards as required by the AEV Generation 10 Body Specification of February 24, 2022 as published. The body shall be built and constructed to the submitted work order and the AEV Generation 10 build standards without exception. Any Deviations to the work order or Generation 10 build standards must have written authorization prior to body delivery to AEV by the AEV Body Engineer on file.	1
02-00-0002	<	-- Body Build Information Body Number; Account Manager; Chassis Type : Mickey Body Due Date;	1
02-00-0003	<	-- ALL DIMENSIONS ON ORDER WILL HAVE A VARIABLE OF + OR - 1/4" Unless specified as a minimum dimension.	1
02-B2-1096	S	Body, Mod: Type 1 LWB, 170" x 96" x 74" Interior HR - 6" Body Drop F	1
02-00-0006	S	-- Headroom: 74" Finished Interior - Ducted A/C	1
02-00-0060		-- Compartment and Entry door Full length Stainless Steel Hinges std	1
02-B0-CC01	<	-- Compartment Construction: STANDARD, Unless Specified Otherwise Sides and Back: .100 Polished Aluminum Diamond Plate Compartment Ceiling: .090 Aluminum Sheet	1

PART NO	S	DESCRIPTION	QTY
02-B0-SFLO	<	-- Compt Floors: Sweep-out, even with bottom door jamb Unless Specified Otherwise.	1
02-B0-CC41		-- Compartment floor thickness .125" standard	1
02-B0-CC18		-- Compartment Ventilation - Flap style #VT-2495-A01, STD	1
02-BC-0604		-- Talk through, Cab to Mod Window (T1) With Sliding Window 2020+ F	1
02-BD-0120		-- Body Drop: 6" Both Sides, Ahead of Rear Wheels	1
02-M1-CE05		-- Curb side Entry Door (CSE): 82.812 High x 31 Wide T1 LWB	1
02-B0-09B0		-- Compt Door Check: Double Action Gas Shock	1
04-EA-09B1		-- Door Swing Angle: Set to 90-100 degrees	1
02-B0-CESL		-- Curbside Entry Door (CSE) Location: Standard, Rearward of M-7 Compt if Optioned	1
02-B3-MD64		-- Step Well, CURBSIDE Entry Door, 2-Step Diamond Plate	1
05-IL-09U0	<	-- Light, Step Well: 3" Kinequip #4302S, Chrome, LED, STD Light shall come on with CS door or with right flood switch.	1
02-M1-M167	S <	-- M-1 Compt (LF): 74 HR, 90.5" H x 18.6" W x 20" D Splash Shield: Add a deflector plate between M-1 and M-2 to shield water splash from the compartment louvers. ARV Ceiling Ventilation	1
02-B0-CC02	<	-- Compartment Construction: STANDARD Diamond Plate Sides and Back: .100 Polished Aluminum Diamond Plate Compartment Ceiling: .090 Aluminum Sheet	1
02-B0-CC08		-- Compartment Door Panel: Diamond Plate	1
02-B0-CC16		-- Compartment Door Ventilation - small punched half-moon Louvered Door	1
02-B0-CC23	<	-- Aluminum Rain Diverter -Double Louver Column Installed in Compt Door AEV to build and install	1
02-B0-SWFL		-- Compt Floor: Sweep-out, even with bottom door jamb.	1
02-B0-CC41		-- Compartment floor thickness .125" standard	1
02-BC-10A5		-- Compartment Door: SINGLE DOOR, Forward hinged 2-point Latch	1
02-B0-09B0		-- Compt Door Check: Double Action Gas Shock	1
04-EA-09B1		-- Door Swing Angle: Set to 90-100 degrees	1
05-EL-4980	<	-- Light, Cmp: Vista LED Rope Style #FSW1F, White 3-sides ILOS MTB Note: No light hole required	1
08-B1-02L2	<	-- Compartment M1 Wall Prep For 02 Lift Build out back wall to 14" deep. !!!!Make sure cmpt is at least 21.6" width minimum with a 10" cab extension to work!!!! Final compartment interior Dimension wall to wall minimum must be 18 5/8" minimum.	1
09-ZZ-ZZZZ		--	1
02-M1-M275	S <	-- M-2 Compt (LFM): 40.5" H x 49.75"W X 20" D Dog Leg for Drawer Under A/A	1
02-B0-CC02	<	-- Compartment Construction: STANDARD Diamond Plate Sides and Back: .100 Polished Aluminum Diamond Plate Compartment Ceiling: .090 Aluminum Sheet	1
02-B0-CC08		-- Compartment Door Panel: Diamond Plate	1
02-B0-SWFL		-- Compt Floor: Sweep-out, even with bottom door jamb.	1
02-B0-CC41		-- Compartment floor thickness .125" standard	1
02-BC-10D0		-- Doors, Compartment, DOUBLE DOORS (std)	1

PART NO	S	DESCRIPTION	QTY
02-B0-09B0		-- Compt Door Check: Double Action Gas Shock	1
04-EA-09B1		-- Door Swing Angle: Set to 90-100 degrees	1
04-TS-11D3		-- M-2 Shelf, Adjustable, Ext: .125 Smooth Alum, 2" Upward lip	1
04-TS-4010		-- Shelf Bracket: 90 Deg with Slotted Holes	1
05-EL-4980	<	-- Light, Cmpt: Vista LED Rope Style #FSW1F, White 3-sides ILOS MTB Note: No light hole required	1
05-HA-13HW	<	-- Condenser, 12V:Dual Fan, front wedge/Pan mount COND-ACT1A 25015 COND-ACT1A	1
04-HA-1308	<	-- AC Condenser Pan Mount: Install, COND-SHELFSINGLE w curved upper front Install removable cover on underside of front of module condenser bracket. Vented cover with rows of square punched holes. special front cover with small holes and curved upper front edge. Interior width 33 5/8". Aluminum mounting brackets 3 per truck included. Paint as described in the following option choice.	1
12-B0-0002		-- Painted Part- Painted White YZ Std	1
06-RR-13Z0		-- Standard Conduit: 1-1/2", with pull wire	1
06-RR-13O4		-- CONDUIT ORIGINATION POINT: M-2 compartment	1
06-RR-13T3		-- CONDUIT TERMINATION POINT: Behind A/A Board (Panel)	1
06-RR-13Z1		-- Conduit #2 1-1/2" diameter, with pull wire, Type 1 units Std	1
06-RR-13O1		-- CONDUIT ORIGINATION POINT: Electrical Circuit board cabinet	1
06-RR-13T2		-- CONDUIT TERMINATION POINT: Behind Driver's seat	1
09-ZZ-ZZZZ		--	1
02-M1-M377	S	-- M-3 Compt (LR): 34.5" H x 31" W x 20" D	1
02-B0-CC02	<	-- Compartment Construction: STANDARD Diamond Plate Sides and Back: .100 Polished Aluminum Diamond Plate Compartment Ceiling: .090 Aluminum Sheet	1
02-B0-CC08		-- Compartment Door Panel: Diamond Plate	1
02-B0-SWFL		-- Compt Floor: Sweep-out, even with bottom door jamb.	1
02-B0-CC41		-- Compartment floor thickness .125" standard	1
02-BC-10A0		-- Compartment Door: SINGLE DOOR, 1-point Latch	1
02-B0-09B0		-- Compt Door Check: Double Action Gas Shock	1
04-EA-09B1		-- Door Swing Angle: Set to 90-100 degrees	1
05-EL-4980	<	-- Light, Cmpt: Vista LED Rope Style #FSW1F, White 3-sides ILOS MTB Note: No light hole required	1
09-ZZ-ZZZZ		--	1
02-M1-M575	S	-- M-5 Compt (RR): 74HR, 84.8" H x 20" W x 21.0"D	1
02-B0-CC02	<	-- Compartment Construction: STANDARD Diamond Plate Sides and Back: .100 Polished Aluminum Diamond Plate Compartment Ceiling: .090 Aluminum Sheet	1
02-B0-CC08		-- Compartment Door Panel: Diamond Plate	1
02-B0-CC13	<	-- Compt Venting - Compartment Ceiling O O O O and Square Holes Horiz ARV STYLE MTB NOTE: hat channel with three (4") holes above the hat at the ceiling level. >> Additional Horizontal square holes in out facing vertical hat channel.	1
02-B0-CC16		-- Compartment Door Ventilation - small punched half-moon Louvered Door	1
02-B0-CC23	<	-- Aluminum Rain Diverter -Double Louver Column Installed in Compt Door AEV to build and install	1

PART NO	S	DESCRIPTION	QTY
02-B0-SWFL		-- Compt Floor: Sweep-out, even with bottom door jamb.	1
02-B0-CC41		-- Compartment floor thickness .125" standard	1
02-BC-10A5		-- Compartment Door: SINGLE DOOR, Forward hinged 2-point Latch	1
02-B0-09B0		-- Compt Door Check: Double Action Gas Shock	1
04-EA-09B1		-- Door Swing Angle: Set to 90-100 degrees	1
04-TS-1400	S <	-- Divider, Vertical, Full compartment height, smooth aluminum Fixed Divider to be Centered in Compt 10" From Wall 3	1
04-TS-STR8	<	-- Straps: (2), 2" Webb, w/ Seatbelt style Buckle, Custom made lengths IATS (1) in full height backboard storage area (1) in lower half height stair chair storage area This strap is to secure things from moving while the vehicle is in motion, it is not designed to be a crash stable securing device.	1
04-TS-STR2		-- 2" Footman Loops: Locate back from jamb	2
05-EL-4980	<	-- Light, Cmp: Vista LED Rope Style #FSW1F, White 3-sides ILOS MTB Note: No light hole required	1
05-EL-4960	S <	-- M-5 Shelves, (2) Adjustable, Ext: .125 Smooth Aluminum, PartialWidth 2" lips Shelves Located Forward of Divider Bottom Shelf 42" Up from Floor	1
09-ZZ-ZZZZ		--	1
02-M1-M600		-- M-6 Compt (RRFwd): Delete	1
02-M1-M775		-- M-7 Compt (RF): 67.5" H x 25.25" W x 21.0" (Below FL), I/O	1
02-B0-CC08		-- Compartment Door Panel: Diamond Plate	1
02-BC-10A5		-- Compartment Door: SINGLE DOOR, Forward hinged 2-point Latch	1
02-B0-09B0		-- Compt Door Check: Double Action Gas Shock	1
04-EA-09B1		-- Door Swing Angle: Set to 90-100 degrees	1
05-EL-4981	<	-- Light, Cmp: Vista LED Rope Style #FSW1F, White IATS MTB Note: No light hole required	1
02-M1-M888		-- M-8 Drawer (RF): None - Batteries Under Hood	1
02-M1-RA03		-- Rear Access Doors: 46 3/4" Wide x 60 5/8" High WELDING - CELL 1	1
04-AS-1800		-- Stainless Steel - Sill protection: For the following compartments	1
04-AS-18NC		-- M-1: Left Front Compartment - Multiple Bend	1
04-AS-18NE		-- M-2: Left Front Middle Compartment - Multiple Bend	1
04-AS-18NG		-- M-3: Left Rear Compartment - Multiple Bend	1
04-AS-18NK		-- M-5: Right Rear Compartment - Multiple Bend	1
04-AS-18NO		-- M-7: Right Front Compartment - Multiple Bend	1
04-AS-06A1		Fuel Fill: CPI Housing with Drain 53 FGT0053-1-238	1
04-AS-080N		Urea fill DELETED GASOLINE ENGINE CHASSIS NO HOLE CUT	1
04-AS-0370		-- Wire/Hose Cover : Diamond Plate, Between Cab & Module	1
04-AS-0382		-- Pass-Thru cab mounted wind deflector - Aluminum Diamond Plate	1
04-BW-7A95	<	-- Bumper, Rear: HD Alum Framed w/DP pontoon covers Type 1 PURCHASED WITH BODY	1
04-BW-FLIM	<	-- Step, Center: 2" x 7" Grip strut, flip-up PURCHASED WITH BODY	1
04-EA-1300		-- Dock Bumpers: Rubber 2 1/4" H x 16" W x 2" Thick	1
04-BW-RF20		-- Fenders, Rear: Rubber Extruded, Black T1, T3 Only	1

PART NO	S	DESCRIPTION	QTY
04-BW-DP01	<	-- Skirt Rails: Polished Aluminum Diamond Plate, Box style std from MTB as part of std pkg.	1
04-BW-DP04		-- Rear Kick Plate: Polished Aluminum Diamond Plate	1
04-EA-2502		-- Rear Recovery Eyes:(2) Chrome	1
04-EA-25A1	<	-- Bezel: Cast Housing : For Tow Eyes CPI BC0013 (2) HOUS-13	1
04-BW-TA03		-- Recessed Tag Area: Polished Aluminum Diamond Plate	1
04-BW-TA04		-- Location: Centered in the kick plate	1
05-EL-44TN		-- Tag Light: Kinequip LED #132703C	1
04-BW-DP92	<	-- Corner Caps: 24.0" High, Alum Diamond Plate If there is a body drop, add the appropriate height to Corner Caps.	1
04-BW-DP93	<	-- Front Stone Guards: 24.0" High, Alum Diamond Plate If there is a body drop, add the appropriate height to Stone Guards.	1
04-EA-1460	<	-- Running Boards: DP F-Series Modular - 2 Door 2017+ -F450/550 2 support bracket per side standard.	1
04-EA-1120		-- Mud Flaps Front: NONE	1
04-EA-1132		-- Mud Flaps Rear: Modular, Rubber AEV LOGO	1
05-EL-3904	<	-- Lights, Cab Step: 2" White LED, chrome flange mounted in box front, Whelen Activate by Cab Doors. Constant Hot.	1
04-EA-09A0		(2) Rear Door Hold Opens: Grabber Style, 1 on each door	1
EXTERIOR LIGHTING / HEAT/AC / INSULATION - CELL 2			
05-EL-1800		CORNER CAP LED ICC/WARNING LIGHTS	1
05-EL-18F0		-- Front Corner Cap LED ICC/Warning Lights: Warnings RED/WHITE	1
05-EL-18F1		-- Front Center ICC Lts: (3) AMBER Kinequip LED No 112401A,	1
05-EL-18R5		-- Rear Corner Cap LED ICC/Warning Lights: Warnings RED/AMBER	1
05-EL-18R1		-- Rear Center ICC Lts: (3) RED Kinequip LED No 112401R	1
06-SW-CC01		-- ICC Warning Lights Switched: Primary Only	1
05-EL-2305		Tail Lights, Whelen LED Combinations , ILOS	1
05-EL-35A0	<	-- Side Marker Lts: (2) Whelen 600 LED Red Running/Turn, ILOS This is a 600 Series Tail/Stop Fully Populated Light Used for Side Marker. Running to be wired as Tail and Turn to be wired as Stop. These are to both have Chrome flanges. Part No: LITE-6LEDBR/604BTT	1
05-PH-LS09		-- Flanges: (2) 600-Chrome Flanges for lights above	1
05-EL-2314		-- Whelen 600 Series, Tail Lights	1
05-EL-0201		-- Flanges: (6) Chrome for above 600 Series Tail lights - INCL	1
05-EL-2320		-- Stop/Tail, Whelen 600 Series, LED, Pair, Maximum Populated	1
05-EL-2326		-- Turn, Whelen 600 Series, LED, Pair Horizontal - with turn arrow	1
05-EL-2332		-- Back up, Whelen 600 Series, LED, Pair, Maximum Intensity ILOS	1
05-EL-4305	<	Patient Area Turn/Stop Light Indicator: (3) Kinequip KML Lights LOCATION: (2) Amber & (1) Red lights, Inside, Over Rear Doors on Rear Header Pad	1
05-EL-43SR		Third (3rd) Brake Light: Kinequip KFL-3BLO1 LED	1
05-EL-43T2		-- Light is to steady burn, no flash	1
05-EL-4580		SCENE/FLOOD LIGHTS (Whelen 900 LED-24 Series)	1
05-EL-45L6		-- Left Scene Lights: (2) LED-24, Whelen 900 Chrome	1
06-EL-18LF		-- Left Flood Activate: Left Flood Switch	1
05-EL-45T6	<	-- Right Scene Lights: (2) LED-24, Whelen 900 Chrome Chrome flanges for this light included	1

PART NO	S	DESCRIPTION	QTY
06-EL-18RT		-- Right Flood Activate: Right Flood Switch and open CSE Door	1
05-EL-46R7		-- Rear Load Lights: (2) Whelen 700-LED, 7SCOENZR LED - ILOS	1
05-EL-0207		-- Flanges: (2) Chrome for above 700 Series Rear load lights	1
06-EL-18RE		-- Activate: Rear Flood Switch, Reverse and Lead RA Door	1
06-EL-1800		-- Add Activation: Rearward Left and Right scene lights. come on w/ Reverse	1
05-HA-09F6	<	HVAC: Ducted in Ceiling - Vert .att facing aisle T1 Ford 2023+ With Electric heater valve Mounted Behind the Attendant Seat Base FILT-1616 VENT-FLOOR1 16x16	1
05-HA-0406		-- Water Pump: Installed required	1
05-HA-1306		-- A/C Condenser: See M2 Cmpt for Condenser Information	1
05-HA-13X0		-- Intermotive Module H-CVC-502- Ford F250-550 23-2026	1
05-HA-14C0		-- AC COMPRESSOR: Tee into OEM	1
05-HA-14PA		-- AC Evaporator: (AC/Heat unit) w/ dual fans - STD	1
05-HA-1404		-- Heater Hoses: EPDM - Nomex Rubber	1
05-HA-14B1		-- Filter, Washable Carbon Pre-Filter	1
05-HA-15A0		-- Ducted AC Delivery: insulated & foil wrapped, 10 registers	1
10-HA-02T1	<	-- Optional Thermostat, Rear Digital Kinequip Mini Control THER-642	1
10-HA-LOC1		-- Install location Main Action Area Streetside	1
05-IL-0051		CEILING PANELS: ACM Gloss White	1
05-IL-0261		-- Dome Lts, LED K-EDGE (4) , (4) std	1
06-EC-2500	<	-- Timer: Electronic, 15 Min with momentary switch Located on curbside wall at head of squad bench.	1
06-EC-09P1		-- Timer to Power: Street side DOMES, High intensity	1
06-RR-0700		-- (2) Speakers: Stereo, patient compartment, in center pad	1
10-RR-0600		-- Volume Control, Stereo: in A/A, For Rear speakers	1
09-MH-0761		-- IV Hook No 1: Austin Hardware IV 3113 Dual (Recessed Mount), ILOS	1
09-MH-08P0		-- LOCATION: OH chest area, primary patient on COT	1
09-MH-0762		-- IV Hook No 2: Austin Hardware IV 3113 Dual (Recessed Mount), ILOS	1
09-MH-08P2		-- LOCATION: OH /chest area, secondary patient on S/B	1
09-MH-2AC5		-- Recessed C/S Grab Rail, ceiling: 1.25 Dia..... 3 pt, 72 in, Gray Anti microbial	1
09-MH-2AS1	<	-- Streetside Non-Recess Grab Rail, 1.25 Dia..... x 72", 3 point, Gray Mount in standard location on the street side of the center pad in ceiling.	1
Insulation PKG: Body Std.			
05-IN-1STD		-- Insulation: Circumferential PKG, Single Layer Reflective w/ Air cell core	1
05-IN-3002		-- 2" White Styrofoam Insulation in all Compartment and Entry Doors-Base Std	1
05-IN-3STE		-- Insulation: Entry Door, Reflective w/ Air cell core	1
05-IN-4ST9		-- Insulation Sound Deadening: Generation 10 Floor	1
05-IN-6STF	<	-- Stepwell Insulation: Urethane Froth Insulation, IATS MTB option #7208738	1
LIGHTBAR(S) / LIGHTBAR ALTERNATIVE LIGHTS			
05-LB-6000	<	-- Light Bar Alternative, (2) Across Front In Addition to Standard Front Three Body Warning Lights. Five (5) Total Lights Across Front of Body.	1
05-LB-6220		-- Front of Module LED System - All Bodies (2)	1
05-PH-LS0A		-- Flanges: (2) 900-Chrome Flanges for lights above	1
05-PL-LV13		-- Light: Whelen 900, Super RED LED/CLEAR LENS, Programmable IATS	2
05-LB-6900		-- Alternative Lightbar Switching, Prim/Sec	1

PART NO	S	DESCRIPTION	QTY
05-SY-LTLF		WHELEN SUPER LED WARNING LIGHT SYSTEM - F-series LTD	1
05-FS-0710	<	-- Flasher: None, All Super LED's Are Programmable- Default #1 signal alert unless otherwise specified	1
05-FS-10P4		-- Flash Pattern: None, Internal Light Head Flasher	1
06-SW-PS01		-- Warning Light SWITCH: center console, Primary / Secondary	1
05-PL-LT15		-- (2) Grille Lights: Whelen Wide Angle ION series, LED, Chrome or Black Flange	1
05-PL-LZ16		-- (2) ON Series, (1) RED & (1) BLUE, Wide Angle LED, Surface Mount, Chrome ILOS	1
05-PL-LT20		-- (2) Intersection Lights: Whelen Wide Angle ION series, LED, Chrome Flange	1
05-PL-LZ01	S <	-- (2) ON Series, (1) RED & (1) BLUE, Wide Angle LED, Surface Mount, Chrome ILOS Red on PSGR Side	1
05-PH-LT4H		-- Add 'I Side Warning Lights, : NONE	1
05-PL-LU30		-- (1) Center Front Warning Light : Whelen 900 (Super LED)	1
05-PH-LS0H		-- Flange: (1) 900-Chrome Flanges for light above	1
05-PL-LXF1		-- Light: Whelen 900, Super WHITE LED/CLEAR LENS, Programmable ILOS	1
05-PL-LU40		-- (2) Front Warning Lts: Whelen 900, (Super LED)	1
05-PH-LS0A		-- Flanges: (2) 900-Chrome Flanges for lights above	1
05-PL-LXF3		-- Light: Whelen 900, Super RED LED/CLEAR LENS, Programmable ILOS	2
05-PL-LU50		-- (4) Side Warning Lts: Whelen 900, (Super LED)	1
05-PH-LS0F		-- Flanges: (4) 900-Chrome Flanges for lights above	1
05-PL-LXG7		-- Light: Whelen 900, Super RED/BLUE LED/CLEAR LENS, Programmable ILOS	4
05-FS-1212		-- Opt A Programmable Lights Split Color - Color 1 Flashes Opposite Color 2	4
05-PL-LU51		-- (2) Rear Intersection Lts : Whelen 700, (Super LED) IATS	1
05-PH-LS08		-- Flanges: (2) 700-Chrome Flanges for lights above	1
05-PH-LT5A		-- Locations: (1) over each rear wheel well opening.	1
05-PL-LXK7	S <	-- Light: Whelen 700, Super AMBER LED/CLEAR LENS, Programmable ILOS to Work w/ Turn Signals IATS	2
05-PL-LU60		-- (2) Rear Warning Lts: Whelen 900, (Super LED) ilos	1
05-PH-LS0A		-- Flanges: (2) 900-Chrome Flanges for lights above	1
05-PH-LT6A		-- Location: REAR, (1) in EACH Upper outer corner.	1
05-PL-LXF3		-- Light: Whelen 900, Super RED LED/CLEAR LENS, Programmable ILOS	2
05-PL-LU61		-- (2) Rear Warning Lts: Whelen 900, (Super LED), IATS	1
05-PH-LS0A		-- Flanges: (2) 900-Chrome Flanges for lights above	1
05-PH-LT6B		-- Location: REAR, (1) aligned w/ EACH upper window in RA doors.	1
05-PL-LV13		-- Light: Whelen 900, Super RED LED/CLEAR LENS, Programmable IATS	2
06-EL-2499	<	-- Brake Light Override: Wire into rear warning lights above Includes FLAS-ULF44 (1) Flasher unit to flash lights during warning cycle.	1
06-EL-2501		-- Override Function: During ALL modes of operation	1
05-PL-LU71		-- (1) Rear Center Warning Lt: Whelen 700, (Super LED)	1
05-PH-LS0J		-- Flange: (1) 700-Chrome Flange for lights above	1
05-PL-LXK7		-- Light: Whelen 700, Super AMBER LED/CLEAR LENS, Programmable ILOS	1
05-PN-KPM2		-- Additional Warning Lts : (2) Whelen 700 Super LED	1
05-PH-LS08		-- Flanges: (2) 700-Chrome Flanges for lights above	1
05-PL-LV53		-- Lights: (2) Whelen 700, Super RED LED/CLEAR LENS, Programmable IATS	2
05-PS-LC63	S	-- Location: Inboard of Upper Outer Rear 900 Reds	1
05-ZZ-ZZZZ			1
		ELECTRICAL - CELL 3	
05-IL-12ML		-- Cab Ovhd Lights: Pair, Kinequip 4409, 4" Red/White LED	1
07-00-0182		-- Custom design wood console included in Order	1

PART NO	S	DESCRIPTION	QTY
06-00-004F		SecureIdle Anti-Theft 2023 Ford F Super Duty Manually Activate	1
11-ZZ-090D	<	-- CAAS GVS 4.0 Exception C.8.5.5 Lack of Automatic Anti-Theft device for Idling Exception notice for lack of an Automatic engaging security idle lock.	1
06-AL-4800	<	Hand Held Spot Light: Eagle Eye, Rubber Housing, With Cigar Plug Hook-07: Clip-onto spot light ring REV# LITE-51LP	1
06-AM-SAHN		-- AEV Traumahawk Telematics Declined, Not required	1
06-BA-3F46		Batteries: 2 - Battery System - Type I OEM AGM Batteries FORD	1
06-BA-3F5B		-- Batteries: (2) Underhood (Type I) AGM	1
06-BA-3FJ1	<	-- Battery Make: (2) OEM Battery Brand must match.	1
06-EC-08A0	XS <	-- Battery Switch & Auto-Shut-down (Circuit): 5 Minute ILOS Location: Drivers Side of Console	1
06-EC-056B		PWR Door Locks: Module Doors - Full Mod T1 Ford	1
06-EC-050A		-- Door Locks, Tied into OEM System Type 1 Ford	1
06-EC-0512	<	-- OEM Key Fob: Included w/Chassis Unlock Mod Doors Must also operate the Module Power Door Locks Optional.	1
06-EC-05C9		-- Door Lock Switches : Integrated in Interior Entry door Handles	1
06-EC-05K0		-- ONLY the following doors shall have power door locks:	1
06-EC-05M6		-- Electric Door Lock: Rear Access Doors	1
06-EC-05N0		-- Electric Door Lock: Curbside Access Door	1
06-EC-2800	<	-- Door Unlock Switch, Momentary, Exterior, hidden NOTE: Installation of Remote Door Lock Switch feature may increase likelihood of unauthorized entry into vehicle. By checking this option, purchaser further agrees to hold REV or chassis manufacturer harmless for any loss of vehicle or contents caused by unlawful access.	1
06-EC-0802		-- Location: Front Grille/Bumper Area	1
06-EC-0801	S <	Patient Area Camera: Bracket Mount (Ext Style)-Adjustable White ASA Locate at Rear, Facing Forward	1
06-EC-306A	S	ASA Mirror Monitor 7" diagonal LCD up to 3 inputs with speaker	1
06-EC-3015	<	Ford OEM backup Camera installed, Cable, Displays into OEM Radio Ordered with Chassis. This product has no BRAKE light capability.	1
06-EC-31G6		-- Camera Color: as received May be black or gray color	1
06-EC-350F		Circuit Board: RMR Rail System, W/ LED Diagram - Type I Ford	1
06-EC-CB03		-- Circuit Protection, 12 V: Blade Breaker - Manual-reset	1
06-RR-23F1		-- Ind Light Flasher: Thru 14S Flasher Unit	1
06-RR-2402		-- Type I - CAB Wood Console: Pass Thru - 14" OAW Ford ILOS-25-lbs	1
06-RR-2315		-- Type 1 LED Rocker Switches Front and Rear Switch Panels Standard	1
06-EC-3570		-- Master Switch: Front Only	1
06-MC-0810		-- Smart Volt Meter: (1) Kinequip 8.0 thru 16.0 Volts, Digital w Low voltage buzze	1
06-RR-23A1		-- Engraved LOGO: AEV TraumaHawk	1
06-RR-23IG		-- Indicator Light/legend below: AMBER LED 1/2" round "COMPT OPEN" below	1
06-RR-23I2		-- Flashing light: Activate w/ ANY compartment door switch.	1
06-RR-23IH		-- Indicator Light/legend: GREEN LED 1/2" round "AMB PWR" below	1
06-RR-23I4		-- Steady burn light: Activate with Conversion power switch	1

PART NO	S	DESCRIPTION	QTY
06-RR-231J		-- Indicator Light/Legend: RED LED 1/2" round "DOOR AJAR" below	1
06-RR-2316		-- Flashing light: Activate w/ ANY Mod entry door switch.	1
06-RR-2313		-- Door/Compartment Ajar Buzzer: None	1
06-RR-2310		-- Illumination strip LED for Front and rear switch panels 12 v	1
07-RR-24A0		-- Console Finish: Black, Textured "Easy Grip"	1
07-RR-24A5		-- Wire Harness Routed Behind Driver's seat, No Cover Required	1
07-RR-020F		-- Add-on Console: Type 1	1
07-RR-02A0		-- Drink Holder: (2) In Add-on Console, Big Gulp Size	2
07-RR-02A5		-- Drink Holder Location: Front	2
07-RR-02F1		-- Note Book Slot: Single - Full width by 8" wide	1
07-RR-02F3		-- Double removable Lexan Divider(s)	1
07-RR-2301		-- Customer Radio: Space for Customer installed Radio Heads	1
07-RR-02D8		-- Item location; Front Of Add-On Console Space	1
07-RR-2354		-- Glove Storage: (3) Glove Box Storage Across Rear of add on console	1
07-RR-24A0		-- Console Finish: Black, Textured "Easy Grip"	1
07-ZZ-ZZZZ		--	1
06-EC-4300		Back-up Alarm: Standard 102 DB	1
06-EC-43C0		-- Cut Off Switch: NONE	1
06-EC-GR01		Ground Straps, Module to Frame: (Qty 4) Braided Std With Star Washer	1
06-IA-0001		Converter , 125 V to 12 V: NONE	1
06-IG-0250		Inverter : Vanner LIFESINE 1100 Pure Sine Wave, w 55 amp 3 stage charger	1
06-EC-03AS		-- Portable Equip Charging Circuits: Included in Inverter	1
06-EC-03AA		-- PREWIRE LOCATION: (1)Cab Console, (1) Behind A/A	1
06-EC-03C9		-- Portable Equip Pwr Source: Ignition and/or Shoreline	1
06-IG-03A0		-- Battery Charger/Conditioner: 55 A - Built into Inverter	1
06-IG-0003		-- Built-in Battery Charger: Enable - Wire to Batteries	1
06-IG-04C2		-- Lexan Cover: None	1
06-IG-04L0		-- Inverter Location: M-2 (LFM) Compartment	1
06-IG-04M0		-- On Floor near wall #1	1
06-IG-04C0		-- Lexan Cover: Over Inverter	1
06-MC-0900		Low Voltage Indicator: Amber with Buzzer	1
COMMUNICATION RADIO(S) RELATED			
RADIO POWER			
06-EC-0340	S <	-- Radio Power No 1 Special 3 wire 30 Amp Battery SW Hot, Ignition , and Ground 30 Amp - Battery SW Hot, Ignition Hot , Ground	1
06-EC-03G0		-- LOCATION: Behind Passenger's Seat	1
06-EC-0342	S <	-- Radio Power No 2 Special 3 wire 30 Amp Battery SW Hot, Ignition , and Ground 30 Amp - Battery SW Hot, Ignition Hot , Ground	1
06-EC-03E0		-- LOCATION: Behind Action Area Board	1
ANTENNA LEADS			
06-RR-0100		-- Coaxial Cable, No 1: Type RG-58U, No connectors	1
06-RR-0101	<	-- ORINATION POINT: Roof Port No 1 Roof Port No 1 is lined up with the edge of the curbside entry door, and centered side to side as possible	1
06-RR-01P0		-- Port Plate: None - Access thru center upholstery panel	1
06-RR-01T1		-- TERMINATION POINT: Behind Passenger's seat w/ 36" Tail	1
06-RR-1809		-- Patient Area Radio : None	1
06-SO-0000		125 V SHORE LINE AND OUTLETS	1
06-SO-0500	<	-- Shore Line Inlet: 20 A Super Auto Eject, ILOS >> Access plate either interior or exterior mounting plate required <<	1
06-SO-00L1		-- Inlet location: Aft of Left Front compartment	1
06-SO-0801	<	-- Indicator Light, Shore line: Weather proof, power by SL, Green Indicator light located above shore line inlet.	1

PART NO	S	DESCRIPTION	QTY
06-SO-1005		-- Cover, Yellow, Shore Line Inlet : 20 A Super Auto Eject, STD	1
06-SO-10TT	<	-- Inpower Timer: VCM-05-01SF, Installed	1
		NOTE: This allows the auto eject to be wired to the ignition switch In lieu of splicing into the OEM starter circuit and is required any this vehicle	
06-SO-1400		-- **125 Volt OUTLETS**	1
06-SO-13N1		-- 125 V W/ Dual USB (1-A & 1-C) & Power Light Outlet #1: 20 A, White ILOS	1
06-SO-14L1		-- LOCATION: Action Area, standard location	1
06-SO-14O2		-- Outlet mounting ORIENTATION: Vertical	1
06-SO-13N2		-- 125 V W/ Dual USB (1-A & 1-C) & Power Light Outlet #2: 20 A, White ILOS	1
06-SO-14L4		-- LOCATION: Telemetry Area, (See Drawing)	1
06-SO-14O2		-- Outlet mounting ORIENTATION: Vertical	1
06-SO-13N3		-- 125 V W/ Dual USB (1-A & 1-C) & Power Light Outlet #3: 20 A, Hosp Grade White IA	1
06-SO-14L3		-- LOCATION: RF ALS, (See Drawing)	1
06-SO-14O2		-- Outlet mounting ORIENTATION: Vertical	1
06-SO-13N4		-- 125 V W/ Dual USB (1-A & 1-C) & Power Light Outlet #4: 20 A, Hosp Grade White IA	1
06-SO-14L7	S	-- LOCATION: Cab Center Console	1
06-SO-14O2		-- Outlet mounting ORIENTATION: Vertical	1
06-SO-1100		**INTERIOR 12 Volt OUTLETS**	1
06-SO-10XZ		-- 12 Volt outlets two separate single outlets	1
06-SO-10Y0		-- 12 V Outlet, No 1: Power Point Single - Wire thru Med Isolator	1
06-SO-11L1		-- LOCATION: Action Area, standard location	1
06-SO-14O2		-- Outlet mounting ORIENTATION: Vertical	1
06-SO-1910		-- Power Source: Medical Isolator , Batt Sw Hot	1
06-SO-11O2		-- 12 V Outlet, No 2: Power Point - Single wire thru Med Isolator	1
06-SO-11L3		-- LOCATION: RF ALS, (See Drawing)	1
06-SO-14O2		-- Outlet mounting ORIENTATION: Vertical	1
06-SO-1913		-- Power Source: The SAME as outlet No 1	1
06-SO-11O3		-- 12 V Outlet, No 3: Power Point - Single -Wire thru Med Isolator	1
06-SO-11L7	S	-- LOCATION: Cabinet D for IV Warmer, Lower Left of Cabinet	1
06-SO-14O2		-- Outlet mounting ORIENTATION: Vertical	1
06-SO-1913	S	-- Power Source: Port Equip Hot	1
06-SS-070A		Siren: Whelen, WS295HFSC9, F-Series	1
06-SS-SA51	<	-- Siren Speakers:CPI: SA38323/423 D/P on surface of bumper 2023-25 F + ILOS Surface mount speakers for F series with Fog Light holes to cover	1
06-SS-SW01		-- Siren / OEM Horn Switch: In Cab Console	1
06-SS-SW04		-- microphone clip not installed Tie to Siren Microphone cord.	1
06-SS-1313		Air Horn System: BUELL - F1	1
06-SS-1304	S	-- Air Horns ACTIVATION: White Rocker Switch in Console	1
06-SS-1305		-- Air Tank Mounted to Frame Rail	1
06-SS-1310		-- Emergency Master Hot	1
06-SS-1340		-- Compressor: Buell #6540/5540 20% Oil less Intermittent Duty	1
06-SS-1346		-- Compressor Location: M2 Compartment	1
06-SS-13F2	<	-- Air Horn Location: Under Front Bumper, F-450 and F-550 2017 + For F-550 may require recess cut into ABS valance - Air Dam.	1
06-SS-1321		-- Left Air Horn: 10" Buel Strombos Horn, Chrome, No 1061 (493 Hz)	1
06-SS-1332		-- Right Air Horn: 12" Strombos Horn, Chrome, No 1062 (396 Hz)	1
		CABINET SHOP - Modular	
07-00-0182		-- Custom design wood console included in Order	1
07-CA-4003	S <	-- Cabinet Install Custom trim items - ARV/ NWEV 07-00-000A	1
		If restocking type window enclosure on a cabinet, the upper cabinets to have sweep out edges.	

PART NO	S	DESCRIPTION	QTY
		If AEV built Lexan window with reel torque hinges, then all reel torque hinges to have acorn nuts or shorter bolts. No rivets.	
		"J" or 3/4" angle trim on all cabinet openings- use wider trim (3/4" angle trim) in place of "j" trim wherever possible. (if a Flip-up Lexan door, then trim around entire opening, except the hinge side).	
		Use small clear rubber bumpers for cabinet doors that come in contact with walls/ ceiling.	
		remember to use wider trim, ref 200F-25849XW, using 3/4" aluminum angle trim ILOS J trim where possible.	
		"U" Shaped Trim on All Solid Cabinet Doors and Drawers (All Sides)	
		All Round Pull Latches or Lever Latches to have STOP-05A 5.5" Latch Catches	
		Use Alum Trim ILOS Welting Wherever Possible	
07-00-0001		< ALL DIMENSIONS ON ORDER WILL HAVE A VARIABLE OF + OR - 1/4" Unless specified as a minimum dimension.	1
		Cabinet Configuration	
07-00-MC9B		< Mica Colors: Gloss Fashion Gray over Stainless Steel Parting Line: C/S: Top of squad bench including rear filler. S/S: To CPR side seat. Stainless Steel on above areas only. No other cabinet gets stainless, unless specified otherwise below.	1
07-AS-1200		< -- Stainless Steel - FACE of Squad Bench including rear filler End of squad bench shall be MICA.	1
07-AS-1400		-- Stainless Steel - Lower Face of Wall Cabinet - Included	1
07-00-PC0N		Polycarbonate Type/Color: Lexan - CLEAR Secure Latch	1
07-01-SEL3		< -- Att. Seat: EVS Comfort 1880P4B 10 deg Child Safety Seat ,Gunmetal Per4max Black Seamless, gunmetal, Comfort series foam, Per4max Black 4-pt Belt	1
07-SE-0901		< -- BASE: Swivel base for EVS Child Seat Option Handle on RIGHT std (2) Position Swivel, Forward or Rearward, Only	1
11-SE-04A0		-- Attendant Seat, Armrest: None	1
07-AC-4401		AC CABINET: Evaporator, Std Location Behind Att Seat	1
07-ZZ-ZZZZ	S	< -- Bulkhead Upper Cabinets - REF Drawings OTE Cabinet will be Located Towards the Streetside at the Bulkhead at Ceiling Level Cabinet J will be Located Towards the Curbside Next to the I-1 at the Bulkhead at Ceiling Level Cabinet J will have a Solid Door, Hinged Top with Hold Open and a CompX 150-KP-CAB	1
07-BH-4801	XS	< LF Cabinet, Behind Att Seat: Cabinet "H"/(Elec Cab) Cabinet to Face Rear ILOS	1

PART NO	S	DESCRIPTION	QTY
07-CA-VEN7		-- Plastic Vent: (2) Total, 1 column x 8 row, Vent 01	1
07-DR-WDOE		-- Door, Single Solid Flush Fitted Electrical Area	1
07-CA-2100		-- TRIM: U-shaped Door, J-trim opening	1
07-DR-OR03		 -- Hinge Orientation: LEFT	1
07-HW-HIN1		-- Hinge: 1 1/2" Stainless Steel Piano Hinge	1
07-HW-SO11		 -- Round Pull Latch: Non-locking - Chrome Finish ILOS -10 lb rated	1
07-ZZ-ZZZZ		--	1
07-CA-04A8	S	Cabinet, (4) Glove Storage, over C/S Entry Door	1
07-DR-LX04	S	 -- Door: Overlay He, 3/8" Lexan - 4-glove dispense thru	1
07-HW-SO11		 -- Round Pull Latch: Non-locking - Chrome Finish ILOS -10 lb rated	1
07-ZZ-ZZZZ		 --	1
07-CA-0300		CURBSIDE UPPER: Over S/B, Mods Wood cabinet, White Interior IATS	1
07-CU-K107		 -- Cabinet K1 & K2: (2) Openings with flush center divider	1
07-DR-LX24		 -- Door: Single Flip Up 3/8" Lexan	2
07-DR-LZ20		 -- Hinges: Reel Torque	2
07-HW-SO11		 -- Round Pull Latch: Non-locking - Chrome Finish ILOS -10 lb rated	2
07-ZZ-ZZZZ		 --	1
07-ZZ-ZZZZ		--	1
07-CA-04B0		CURBSIDE REAR STORAGE CABINET: NONE	1
07-ZZ-ZZZZ		--	1
07-RF-4404		RF ALS Cabinet: Std T-1	1
07-RF-CADR		-- Check the specified Walk through Door type (Station 5)	1
07-RF-I148		-- Cabinet I-1: Standard	1
07-DR-LX20		-- Door: Single Flip Up 3/8" Lexan	1
07-DR-LZ20		-- Hinges: Reel Torque	1
07-HW-SO11		 -- Round Pull Latch: Non-locking - Chrome Finish ILOS -10 lb rated	1
07-ZZ-ZZZZ		--	1
07-RF-I248	S	 -- Cabinet I-2: Same Size as I-3	1
07-DR-WD04	S	< -- Doors, Double Solid, Flush Fitted: W/ Lexan Insert	1
		Add Alum Trim Around Lexan Insert Cut Outs	
07-CA-21A0		 -- TRIM: U-shaped Door, J-trim opening, DBL DRS	1
07-DR-M907	<	 -- Cable stop installed on door (Each)	1
		>> Customer confirms angle ??	
07-DR-OR05		 -- Hinge Orientation: (1) RIGHT and (1) LEFT	1
07-HW-HIN1		 -- Hinge: 1 1/2" Stainless Steel Piano Hinge	2
07-HW-SO11		 -- Round Pull Latch: Non-locking - Chrome Finish ILOS -10 lb rated	2
07-RA-IOA1		-- Outside Access: Thru M-7 (RF) Compartment door.	1
07-RF-0001		-- Interior MICA Color: White cabinet liner	1
07-TS-1200		-- Shelf Track: Small alum Unistrut type	1
07-CA-0608	<	 -- (2) Shelves: Adjustable mica over substrate with Alum Trim	1
		(1) Shelf Located in I-2	
		(1) Shelf Located in I-3	
07-RF-I348	S	 -- Cabinet I-3: Same Size as I-2	1
07-DR-WD04	S	< -- Doors, Double Solid, Flush Fitted: W/ Lexan Insert	1
		Add Alum Trim Around Lexan Insert Cut Outs	
07-CA-21A0		 -- TRIM: U-shaped Door, J-trim opening, DBL DRS	1
07-DR-M907	<	 -- Cable stop installed on door (Each)	1
		>> Customer confirms angle ??	
07-DR-OR05		 -- Hinge Orientation: (1) RIGHT and (1) LEFT	1
07-HW-HIN1		 -- Hinge: 1 1/2" Stainless Steel Piano Hinge	2
07-HW-SO11		 -- Round Pull Latch: Non-locking - Chrome Finish ILOS -10 lb rated	2

PART NO	S	DESCRIPTION	QTY
07-RA-IOA1		-- Outside Access: Thru M-7 (RF) Compartment door.	1
07-RF-0001		-- Interior MICA Color: White cabinet liner	1
07-ZZ-ZZZZ		--	1
07-ZZ-ZZZZ		--	1
07-RR-0048		Right Rear Cabinet:Cover over M-5compartment	1
07-RR-0364	<	 -- Inside access into M-5: Face Aisle The inside access opening shall positioned on the forward half of M-5 compartment. The clear opening shall be 8" wide by 32" tall. IF SPECIAL SIZE opening is required, please define; _____ " W x _____ " Tall	1
07-DR-ST10		 -- Door, Single, Overlay Hinged, 3/8" Lexan - (Include)	1
07-DR-OR04		 -- Hinge Orientation: RIGHT	1
07-HW-SO11		 -- Round Pull Latch: Non-locking - Chrome Finish ILOS -10 lb rated	1
07-ZZ-ZZZZ		--	1
07-SA-0000			1
07-SB-4401		SQUAD BENCH: Standard	1
07-SB-0001		-- See Upholstery Section for Post and Wheel Cup info	1
07-SB-0050		 -- Custom Cabinet/Cabinets: At Head of Squad Bench Area	1
07-CA-490S	<	 -- 1/2" Solid Surface Squad Head Storage Top Tray: The tray shall have a lip. The tray lip shall come up to the front and overlay the face. Interior edge will be 90 degree, as of 05/08/2024	1
07-CA-4T20		 -- Solid Surface Material COLOR: Steel Gray Tempest	1
07-DW-0010	S <	 -- Drawers: (2) Mica-wood body, Mica inside and out Drawers to Face Rear	1
07-DR-WD15		 -- Drawer Front: Flush Fitted	2
07-CA-2100		 -- TRIM: U-shaped Door, J-trim opening	2
07-HW-SO11		 -- Round Pull Latch: Non-locking - Chrome Finish ILOS -10 lb rated	2
07-HW-SL01	<	 -- Drawer Slides: Full Extension, Detachable 130 LB capacity STD 18" long Slides installed Vertical at Sides ONLY. 18" Long	2
07-SB-1101	S	 -- Bio-waste/Sharps No 1: (1) Tilt-out Door (Squad Bench)	1
07-HW-SO11		 -- Round Pull Latch: Non-locking - Chrome Finish ILOS -10 lb rated	1
07-SB-0999	S	 -- LOCATION: Below Drawers of Custom Cabinet at Head of SB Facing Aisle	1
07-SB-1005		 -- WASTE CONTAINER: 6 Quart std -CANO-04G	1
07-SB-1008		 -- SHARPS CONTAINER: 2-Gallon Sharps-A-Gator (CONT-02)	1
07-SB-1001		-- Storage Under Lid	1
07-SB-LID1		 -- Squad Bench Lid: Single, One PC, 1-section	1
07-SB-LH00		 -- Hinge, Squad Bench Lid(s): Butt Style Hinges	1
07-SB-LH03		 -- Lid Checks: Gas shock, Dual Action	1
07-SB-LH08		 -- Latch, Bench Lid: Slam Action , KITS-SBL - Surface mount 40 LBS each	1
07-TR-SB01		 -- Edge Trim, Lids: Band w/ Laminate and J-Trim Protection	1
08-MH-1404		 -- Restraint Net, at head of S/B, NONE	1
08-ZZ-ZZZZ		--	1
07-TC-6401		TOP CABINETS, - Standard	1
07-TC-A646	<	 -- Cabinet A Deleted, Combine space with Cabinet D Cabinet D extends over next to Exhaust fan	1
07-TC-B641	S	 -- Cabinet B: Non Angled	1
07-TS-1200		 -- Shelf Track: Small alum Unistrut type	1
07-CA-0608	<	 -- (2) Shelves: Adjustable mica over substrate with Alum Trim (1) Each side of Divider	1
07-CB-DR30		-- Doors; Cabinet B Secure Latch Sliding Window -40 LB	1
07-ZZ-ZZZZ		--	1

PART NO	S	DESCRIPTION	QTY
07-TC-C641	S	-- Cabinet Over CPR: Over 27" wide Side seat	1
07-DR-LX24		-- Door: Single Flip Up 3/8" Lexan	1
07-DR-LZ20		-- Hinges: Reel Torque	1
07-HW-SO11		-- Round Pull Latch: Non-locking - Chrome Finish ILOS -10 lb rated	1
07-ZZ-ZZZZ		--	1
07-WC-0000			1
07-WC-640L		WALL CABINET: CPR Seat w/Telemetry LWBT1	1
07-WC-A950		-- Action Area: Half-Height	1
07-CA-4800	<	-- 1/2" Solid Surface A/A Tray The tray shall have a lip. The tray lip shall come up to the front and overlay the face. Interior edge will be 90 degree, as of 05/08/2024	1
07-CA-4820		-- Solid Surface Material COLOR: Steel Gray Tempest 9194TM	1
07-WC-AABD		-- Action Area Board: Black Grip See Station No 6 for content	1
07-ZZ-ZZZZ		--	1
07-WC-CN01	S <	-- Drawer: Under Action Area Approximate interior dimensions 14 w x 4" h	1
07-HW-SO11		-- Round Pull Latch: Non-locking - Chrome Finish ILOS -10 lb rated	1
07-WC-C641		-- Cabinet C: Standard	1
07-TS-1200		-- Shelf Track: Small alum Unistrut type	1
07-CA-0600		-- (1) Shelf: Shelf: Adjustable, Mica over substrate	1
07-CB-DR34		-- Doors; Cabinet C Secure Latch Sliding Window -40 lb	1
07-RF-0007		-- No Inside Access to Exterior Compartment	1
07-ZZ-ZZZZ		--	1
07-WC-D641	S	-- Cabinet D: Non Angled Cabinet Over Tele. Area	1
07-TS-1200		-- Shelf Track: Small alum Unistrut type	1
07-CA-0608	<	-- (2) Shelves: Adjustable mica over substrate with Alum Trim (1) Each side of Divider	1
07-CB-DR36		-- Doors; Cabinet D Secure Latch Sliding Window -40 pound	1
07-ZZ-ZZZZ		--	1
07-WC-E003		-- Cabinet E: DELETE	1
07-ZZ-ZZZZ		--	1
07-WC-F642		-- Drawer F:	1
07-DW-0001		-- Drawer: Mica-wood body, Mica inside and out	1
07-DR-WD14		-- Drawer Front: Flush Fitted	1
07-CA-2100		-- TRIM: U-shaped Door, J-trim opening	1
07-HW-SO11		-- Round Pull Latch: Non-locking - Chrome Finish ILOS -10 lb rated	1
07-HW-SL01	<	-- Drawer Slides: Full Extension, Detachable 130 LB capacity STD 18" long Slides installed Vertical at Sides ONLY. 18" Long	1
07-ZZ-ZZZZ		--	1
07-WC-SS02	<	-- Side Seat: 24" - Single Position - Under Lid Storage w/Latch CPR Side Seat to be 27" ILOS	1
07-SB-LH08		-- Latch, Bench Lid: Slam Action , KITS-SBL - Surface mount 40 LBS each	1
07-WC-BA00		-- Hinge, CPR Seat Lid(s): Butt Style Hinges	1
07-WC-BR01		-- Back Rest: Fixed to Back Wall of CPR Seat w/clips	1
07-WC-ST52		-- CPR Seat, Lid check Gas shock dual action installed	1
07-WC-TA01		-- Telemetry Area: with armrest pad	1
07-CA-4900	<	-- 1/2" Solid Surface Telemetry Area Tray: The tray shall have a lip. The tray lip shall come up to the front and overlay the face. Interior edge will be 90 degree, as of 05/08/2024	1

PART NO	S	DESCRIPTION	QTY
07-CA-4T20		 -- Solid Surface Material COLOR: Steel Gray Tempest	1
07-WC-VD95		-- Cylinder Viewing Window: Left Hinged Lexan 3/16" - No latch	1
08-SE-1702		-- P4 - 4-Point PER4MAX Restraint System - W/CPR	1
08-SE-1822	<	 -- (1) on Squad Bench, (1) CPR Side Seat Per4Max Black Belts Belt retractors must mount below the top of the seat. BELT-F155959	1
08-SE-SB70		 -- S/B: (3) Sec patient restraints - 9" Sleeves Face of Bench	1
08-SE-SB76		 -- S/B: (3) Sec patient restraints - 5" Sleeves By Hinge	1
08-SF-0010		 -- Mod Single Color VAC Form Tombstone Backrest with Separate Headrest	2
08-SF-0115		 -- Single Color Backrest and Headblock Gunmetal Each	2
07-ZZ-ZZZZ			1
CABINET SET - CELL 4 - MOD			
08-00-00PW		Sub Floor, 3/4" Plywood, Standard	1
08-00-FL23		Flooring: Lonplate - #161 Metallic Gray	1
08-00-FL01		 -- Flooring Main Edge: 3" Recessed (1/2" deep) roll-up	1
08-AS-0001	<	 -- Rear Threshold, Stainless, 6" Wide x Full Width at rear doors Install safety yellow with diagonal stripes nonskid tape over threshold.	1
08-AS-0006		 -- C/S Stepwell Threshold, Polished Diamond Plate	1
08-ZZ-ZZZZ	S <	 -- ARV Custom Cot Mount Notes 08-CS-000A >Rear Threshold Cut Out Needs to leave 1/8" of Space Around the Widest Dimension of the Stryker Floor Plate. If any Cot Runners, Leave 1/8" between Runners and Floor Plate. Needs to be Removable without Interfering with other Components. > Apply Silicone to 1/8" Clearance Gap Between the Floor Plate and Rear Threshold (Include Gap Between Floor Plate and Cot Plates/Runners if Applicable) and around 12V Wiring that Comes Thru Floor	1
08-CS-0001		COT MOUNT HARDWARE: (Full Size Mod)	1
08-CR-09PP	<	 -- Stryker Floor Plate only, for , Power Load, Prep >>NON COMPLIANT This will have everything need for Customer/Dealer to install the Stryker Power Load system at a later date. Constant hot and ground service power provided, Prep will include, installation of Floor Plate Kit THIS DOES NOT INCLUDE ANY COT MOUNT >>>>> EXCEPTION TO 3.11.6 >> THIS is an incomplete installation, an exception is required, NON COMPLIANT installation.	1
08-CR-0420		 -- Non-Compliant to SAE J3027, J3102 3.11.6 Patient Cot Mount Notice	1
08-CR-1001	<	 -- 12 v power for cot mount provided up through floor 12volt power for power load to be brought through floor, with Heat shrink connectors installed	1
08-CS-00PL	<	 -- Cot Position No 1: PRIMARY CENTER POSITION, Maintain 12" between Cot and S/B.	1
08-CS-2000	<	 -- Primary Cot position under floor reinforcement Install 8 inch wide by 5 long 1/2" aluminum reinforcement at primary cot position. (Primary cot position only - REV Std) **If custom location is desired, must be specified below.	1
08-CS-3009		 -- Cot mount set up for: Stryker Power-Pro 6506	1
08-CS-3009		 -- Cot mount set up for: Stryker Power-Pro 6506	1
08-OS-04ST		OXYGEN / AIR / VACUUM System:	1

PART NO	S	DESCRIPTION	QTY
08-OS-0401		-- O2 Outlet No 1: Ohio/Diamond/Ohmeda	1
08-OS-040A		-- LOCATION: Action Area	1
08-OS-0402		-- O2 Outlet No 2: Ohio/Diamond/Ohmeda	1
08-OS-040A		-- LOCATION: Action Area	1
08-OS-0403		 -- O2 Outlet No 3 Ohio/Diamond/Ohmeda	1
08-OS-040C	XS <	 -- LOCATION: Ceiling mounted in recessed ABS Housing ILOS recessed pocket for Oxygen outlet with side protrusions to protect vertical Thorpe type flow meter Gray vacuum formed ABS installed	1
08-OS-0404		 -- O2 Outlet No 4: Ohio/Diamond/Ohmeda	1
08-OS-040D	S	 -- LOCATION: Curbside Wall, over the head of the S/B Below K2 Cabinet at Foot of SB	1
08-OS-0500	<	 -- Rack No 1: Zico OTS M/H universal Lift Hand Held Pendant, Motor Left, ILOS Make sure Oxygen Hose is long enough for lift to be fully deployed. QR-OTS-SP-L (LIFT02ULS) universal, pick M or H tank <<	1
02-B0-CC42	<	 -- Compartment floor thickness .25" ILOS (Heavy Duty) MTB to increase compartment floor thickness to .25 inch smooth aluminum.	1
08-OS-0001	<	 -- Rack Set up for: "M" Steel M tank 6 5/8" diameter x 47" tall Aluminum M tank 8" diameter x 36.3" tall	1
08-OS-0750		 -- Activation, Zico O2 Lift, Pendent, Coiled	1
08-OS-0810		 -- Oxygen Hose Retractor: Hubbell Tool Balancer	1
08-OS-11G1		 -- Cylinder Type: OXYGEN - Green Colored Hose	1
08-OS-1323		 -- Rack Location: M-1(LF), Wall #2	1
08-OS-3600	<	 -- Oxygen Contents Regulator CGA 540,3000 PSI, Sensor W/ LED Amico Alarm Display Install Display at Action Area. std length connection harness to display.	1
08-OS-1902		 -- Regulator Wrench: Cast aluminum, OXYGEN w/ cable lanyard	1
08-OS-1400	<	 -- Electric Oxygen, 12-V solenoid valve w/ manual by-pass Location: In Action Area	1
08-OS-35ST		-- Vacuum System: SSCOR regulator/gauge panel in A/A	1
08-OS-3501		-- Collection Canister w Clip: Bemis, 1200 CC at Action Area	1
08-OS-3502		-- VAC Plumbing: Direct from panel to canister - NO Outlet	1
08-OS-3503		-- Vacuum Pump: 49 State	1
08-OS-35L4		-- Location: M-2 Compartment	1
08-ZZ-ZZZZ			1
TRIM / DOOR ASSEMBLY - CELL 5			
09-00-001D		 -- Soft Touch Trim Kit: Installed (Per Cabinet) - ILOS	6
09-00-001K		 -- Soft Touch Trim Color: Black	6
09-00-002S		-- Interior window and aluminum trim with standard satin finish- std	1
09-00-0001			1
09-00-0002		*****DOOR DEPARTMENT - Full Mod*****	1
02-BT-C853		-- Handles, Ext: Tri-mark 030-1875, Free Float, Polished CNNC finish	1
02-BT-C85A		-- Interior Release: All Entry Doors, with bezel Emergency Access	1
09-MH-2530	<	 -- Grab Rail, (1), 18" Gray Antimicrobial Rear Entry Assist std. Located : Module interior at the rear entry, mounted to the M5 compartment filler. Rail is to be through bolted into M5.	1

PART NO	S	DESCRIPTION	QTY
09-MH-2702		-- Grab Rail, C/S wall, Various types C/S Entry, NONE	1
09-B1-ED00		Entry Door Panels, Windows and Hardware	1
08-MH-0010		-- Interior Grab Handle Color: Gray Antimicrobial	1
08-MH-0319	<	 -- Grab Handle, CS Entry: (1) 3-pt "L" Shaped 90, Gray Antimicrobial ILOS Install CS door handle after cabinet installation. Close the doors and check for pinch points or cabinet interference.	1
08-MH-03E9		 -- Grab Handles, Rear Access: (2) 3-pt "L" Shaped 90, Gray Antimicrobial	1
09-MH-2518	XS <	 -- Grab Rail, (2), 18" IATS, Gray Antimicrobial Located : (1) on Forward Side of Custom Cabinet at Head of SB, Angled w/ Step Well, Just Inside CSE Door (1) Located Just Inside CSE Door on RF ALS	2
09-AS-0700	<	 -- Door Panels: Mica over Smooth Alum/Uph/Alum DP Lower The mica is laminated to smooth aluminum.	1
09-AS-2510		 -- Curbside Lower Door Panel: Diamond Plate	1
09-WI-02A0		-- UPPER Windows: RA Doors, Fixed Tinted Glass 16.3"W x 19.3"H Recessed	1
09-WI-0601		 -- UPPER Window: CS Access, Fold Out Glass, std tint ILOS (Non-X)	1
09-DR-WT00		Talk Through Window:Laminated Wood bezel Gray/ Clear Sliding window	1
09-DR-WT20		-- Sliding Window Locking Pin: 1/4" with Lanyard	1
07-ZZ-ZZZZ		--	1
09-ZZ-ZZZZ		--	1
ELECTRICAL Point to Point - CELL 6			
06-EC-1400		 -- IV Warmer No 1: Smithworks, 12 VDC, FloorMount (Tray style)	1
06-EC-1410	S	 -- Location: Cabinet D	1
06-EC-1412		 -- Left of the center divider	1
10-EC-311D	S <	 -- Medical Cabinet, OTE #19505 C, Super Med Storage Unit, Automatic Heat/Cool Unit will be 40 Degree model FLANGE MOUNT Includes TCM temperature digital control module One pancake fan included from OTE OTE Located at Bulkhead Over ATT Seat	1
10-EC-3137	S	 -- OTE cabinets Concession Key Lock STD - w/ CompX 150-KP-FRG	1
10-EC-A100		 -- Accessory Load Manager: For Cooling Cabinet or Fridge	1
10-EC-A200	<	 -- Refrigerator cabinet (1) Pancake 12 volt fan and 2 ABS vents (2) vent cover installed on doors, fan is on refrigerator side behind one of the vents.	1
10-IL-02ST		Action Area Light: 12 V, LED, Surface Mount	1
10-IL-02L7		-- Light Location: Action Area	1
UPHOLSTERY - CELL 7			
11-00-UC01		Upholstery Color: Dark Gray (Gunmetal)	1
11-00-UC11		 -- Center Trough Upholstery Color: Color Key to Rest of Truck	1
11-00-UT05		Uph Joint Type: Vacuum Formed - Seamless	1
11-SB-0005		Squad Bench seat cushion cut-outs: None	1
11-SB-0003		-- Post And Wheel Cups: NONE	1
11-SE-CSPD		Head Protection: Pad over CS Entry Door	1
11-SE-REPD		Head Protection: 2" Pad over Rear Access Doors, Full Width	1

PART NO	S	DESCRIPTION	QTY
11-MC-1700		-- Clock: Intellitec Digital / Sweep Emergency Time Manager	1
11-MC-1800		-- Location: Over Rear Doors	1
PAINT - STRIPES - DECALS PPG			
12-PT-UNCT		-- Undercoating: Per Ford Pro Guidelines, STD	1
12-DC-0001		Reflective Tape: White Reflective On Painted edges of Exterior Door Frame	1
12-DC-GA10		Compartment Finish: Diamond Plate Standard	1
12-PT-0100		Primary (Over All) Color: White (YZ)	1
12-DC-0002		-- Flip Step Reflective/Prismatic Tape: Red/White/R/W/R/W/R	1
12-PT-0112		-- Tape Stripe: NONE (KKK-F Deviation)	1
12-PT-0600		-- Paint Belt: NONE	1
12-PT-1000		-- Pin Stripe: NONE	1
12-ZZ-ZZZZ		--	1
12-PT-RF01		-- Roof Paint: Same color as module body, Matte Finish	1
12-PT-2000		Lettering: NONE	1
12-ZZ-ZZZZ		--	1
12-PT-DRIS		< Drip Rails: Bright Alum, De-burred & rounded corners (SHIPPED LOOSE) Include a drip rail over the C/S Entry Door shipped loose.	1
Add Shop Note to Shipped Loose Section of W/O			
12-ZZ-ZZZZ			1
DETAIL - SHIP LOOSE ITEMS			
12-PT-DRIZ		< -- Drip Rails: Detail-Refer to Paint Section for Drip Rail Information Include a drip rail over the C/S Entry Door.	1
13-00-0200		-- *Check front of W/O under chassis section for Add' items*	1
13-10-XM00		-- Owner's Manual USB Flash Drive ship loose	1
13-10-XMA0		-- Printed Owner's Manual Not Required	1
13-00-0001	S	Ship Additonal Fuel/DEF Labels Loose	1
13-GL-0000		Glove Holder, Ship Loose: NONE	1
13-KK-KDEC		Decals: KKK / DOT Pkg, Blue/White reflective - Ship Loose	1
13-RF-STAR		-- Decals: Install 32" Star of Life on Mod Roof	1
13-KK-NSSB		Decals: NO SMOKING & SEATBELT, installed, cab & pt. area.	1
13-KL-0013		AEV Logos: SHIP LOOSE, Not Installed	1
13-MH-05ST		Fire Extinguisher, 5 pound, shipped loose, Std	1
11-YZ-0932		< -- GSA KKK-F Exception to 3.15.2 Required Two fire extinguishers installed by FSAM Fire extinguisher(s) were not installed at the time of departure from the final stage Ambulance Manufacturer. AEV provides only one, the other must be seperately purchased by the dealer.	1
11-ZZ-0932		< -- CAAS Exception to C.16.1 1 Required Two fire extinguishers installed Fire extinguishers were not installed at the time of departure from the final stage Ambulance Manufacturer. AEV provides only one fire extinguisher as std, the dealer must purchase the second unit.	1
13-MH-10A3		< Reflector Pkg: SHIP LOOSE, For Body - 2 ea, Side Fr Amb, Side Rr Rd, Rr Stick-on reflectors: Peterson "Spitfire" B484R and B484A LOCATIONS: In lower corners of module (2) - (1) each side and Front - AMBER (2) - (1) each side and Rear - RED (2) - On Rear of body - RED	1
13-SB-0003		Post And Wheel Cups: NONE	1
13-SP-TIRE		Spare Tire: Refer To Chassis Section to See if it gets one.	1
34-XX-5000		< Indemnification Statement The purchaser agrees to defend, indemnify and hold REV harmless from any claims, costs (including actual attorneys' fees), damages and liabilities caused in whole or in part by any alteration or modification of, or changes or additions to the Purchased Products OR use of	1



Council Bluffs Fire and Rescue

200 S 4th St.
 Council Bluffs, IA 51503
 Rick Benson
rbenson@councilbluffs-ia.gov

2020 AEV Type I F550 X-Series

Stoddard County Ambulance District

P. O. Box 125
 Dexter, MO 63841
 David Cooper, Manager
 573-624-4528
dcooper@stoddems.com

2006 AEV Type I M2
 3-2009 AEV Type III C4500
 2012 AEV Type I F550 X-Series
 2014 AEV Type I F550 X-Series
 2016 AEV Type I M2 X-Series
 2017 AEV Type I D5500 X-Series
 2018 AEV Type I M2 X-Series
 2018 AEV Type I D5500 X-Series
 2019 AEV Type I M2 X-Series
 2020 AEV Type I M2 X-Series

Ste. Genevieve County Ambulance District

#3 Basler Drive
 Ste. Genevieve, MO 63670
 Kendall Shrum, Director
 573-883-7000
sgcad@bigrivertel.net

2-2009 AEV Type III C4500
 2010 AEV Type III G4500
 2012 AEV Type III G4500 X-Series
 2015 AEV Type I D5500 X-Series
 2-2017 AEV Type I D5500 Remounts
 2018 AEV Type II T350
 2021 AEV Type III E-450 Remount

Washington County Ambulance District

#7 Police Plaza
 Potosi, MO 63664
 John Kitners, Battalion Chief
 573-438-3635
jkitners@wcadems.org

2009 AEV Type III C4500
 2-2010 AEV Type III G4500
 2011 AEV Type III G4500
 2-2015 AEV Type I F550 X-Series
 2016 AEV Type II T350
 2017 AEV Type I F550 X-Series
 2020 AEV Type I F-550

Mid-MO Ambulance District

PO Box 698
 Tipton, MO 65081
 Lee Kempf, Administrator
 660-433-6466
midmoamb100@gmail.com

2-2012 AEV Type III G3500 X-Series
 2014 AEV Type III G3500 X-Series
 2-2015 AEV Type III G3500 X-Series
 3-2016 AEV Type III G3500 Remounts
 2016 AEV Type III G3500
 2019 AEV Type I F350
 2020 AEV Type I F-450



***521 HILLSDALE RD. SUITE 101, COLUMBIA, MO 65201
573-443-8881 TOLL FREE 888-448-8881 FAX 573-815-0051***



Meramec Ambulance District

3279 Highway 100
 Villa Ridge, MO 63089
 John Kitners, Battalion Chief
 636-583-8451
jkitners@wcadems.org

3-2007 AEV Type III C4500
 2-2008 AEV Type III C4500
 2009 AEV Type III C4500
 2012 AEV Type I 4300LP
 2015 AEV Type I D5500
 2016 AEV Type I D5500
 2018 AEV Type I D5500
 2018 AEV Type I D5500
 2019 AEV Type I F-550
 2021 AEV Type I F-550

Saline County Ambulance District

354 W Arrow Street
 Marshall, MO 65340
 Wade Kelling, Chief
 660-886-3316
wadek@salinecountyambulance.com

2009 AEV Type III C4500
 2010 AEV Type III G4500
 2012 AEV Type III G4500 X-Series
 2014 AEV Type III G4500 X-Series
 2016 AEV Type III G4500
 2016 AEV Type III G4500

Children's Mercy Hospital

2401 Gilham Road
 Kansas City, MO 64108
 Christy Dressler, Transport Director
 (816) 802-1112
cdressler@cmh.edu

3-2009 AEV Type III C4500
 2-2011 AEV Type I 4400LP
 2-2012 AEV Type I 4400LP
 2014 AEV Type I 4400LP
 2016 AEV Type I 4400
 3-2017 AEV Type I D5500
 2-2019 AEV Type I M2
 1-2020 AEV Med Duty M2
 4-2021 AEV Med Duty M2 Remounts

Liberty Fire Department

200 W. Mississippi
 Liberty, MO 64068
 Steve Epperson, Battalion Chief
 816-439-4310
sepperson@libertymo.gov

2009 AEV Type III G4500
 3-2010 AEV Type III G4500
 4-2017 AEV Type I F550



Eureka Fire Protection District

4849 Highway 109
 Eureka, MO 63025
 Brian Callahan, Capitan
 636-938-5505
bcallahan@efpd.org

2-2015 AEV Type I F550 X-Series
 2016 AEV Type I F550 X-Series
 2021 AEV Type I F-550 X-series

Sedgwick County EMS

525 North Main Street Suite 823
 Wichita, KS 67203
 Paul Gibson, Major Logistics Manager
 316-660-7976
paul.gibson@sedgwick.gov

7-2014 AEV Type III E450
 2-2015 AEV Type III E450 Remounts
 10-2015 AEV Type III E450 Remounts
 3-2016 AEV Type III E450 Remount2-
 4-2018 AEV Type III E450
 5-2019 AEV Type III E450 X-Series

Kansas City Kansas Fire Department

5033 State Avenue
 Kansas City, KS 66102
 Mark Heath, EMS Chief
 913-573-5550
mheath@kckfd.org

3-2013 AEV Type I F550 X-Series
 4-2014 AEV Type I F550 X-Series
 4-2015 AEV Type I F550 X-Series
 2016 AEV Type I F550 X-Series
 2017 AEV Type I F550 X-Series
 2-2019 AEV Type I F550 Remounts

Citizens Memorial Hospital

Pre Hospital Services
 1500 North Oakland
 Bolivar, MO 65613
 Aaron Weaver, EMS Director
 417-328-7209
aaron.weaver@citizensmemorial.com

2-2014 AEV Type III G4500
 2014 AEV Type III G3500
 3-2016 AEV Type III G4500
 2017 AEV Type II T350
 2016 AEV Type III G4500
 2017 AEV Type II T350



Taney County Ambulance District

106 Industrial Park Drive
Hollister, MO 65672
Jeff Hawkins, Deputy Chief
417-334-6586
hawk@tcad.net

3-2013 AEV Type I D4500
2014 AEV Type I D4500
2015 AEV Type I D4500
2-2016 AEV Type I D4500
2017 AEV Type I D5500
2017 AEV Type I D5500
2-2018 AEV Type I D5500 Remounts
2019 AEV Type I 5500 Remount
2-2020 AEV Type I 5500 Remounts

Johnson County Ambulance District

263 South East Business 13
Warrensburg, MO 64093
Shane Lochard, Chief
660-747-5735
slochard@jocoamb.com

4-2011 AEV Type I F550
2012 AEV Type I F550
2-2014 AEV Type I F550
3-2016 AEV Type I D5500
4-2012 AEV Type I D5500



Vernon County Ambulance District

515 East Walnut
 Nevada, MO 64772
 Leland Splitter, Administrator
 417-667-5079
vcadsplit@sofnet.com

2011 AEV Type I D4500
 2014 AEV Type III G4500 X-Series
 2017 AEV Type III G4500 Remount
 2-2019 AEV Type III G4500 Remounts

Bates County Hospital EMS

615 West Nursery Street
 Butler, MO 64730
 Russ Whisenand
 660-200-7107

2013 AEV Type I F350 X-Series
 2014 AEV Type I F350 X-Series
 2015 AEV Type I F350 X-Series
 2016 AEV Type I F350 X-Series
 2021 AEV Type I F-350 X-Series

rwhisenand@bcmhospital.com

Valle Ambulance District

12363 State Hwy 21
 DeSoto, MO 63020
 Jesse Barton, Chief
 636-586-2132
jbarton@valleambulance.com

2012 AEV Type I F550 X-Series
 2-2013 AEV Type I F550 X-Series
 2015 AEV Type I F550 X-Series
 2016 AEV Type I D5500 X-Series
 2017 AEV Type I D5500 X-Series
 2017 AEV Type I D5500
 2018 AEV Type I D5500 Remount
 2020 AEV Type I D5500 Remount

Lawrence-Douglas County Fire & Medical

1911 Stewart Avenue
 Lawrence, KS 66064
 Lyle Schwartz
 705-830-7000
lschwartz@firemed.ci.lawrence.ks.us

3-2015 AEV Type I F550 X-Series
 2-2017 AEV Type I F550 X-Series
 4-2019 AEV Type I F550 X-Series

Leavenworth County EMS

500 West Eisenhower Road
 Leavenworth, KS 66048
 Pat Morey, Operations Manager
 913-250-8000
pmorey@leavenworthcounty.org

2016 AEV Type III G4500
 2014 AEV Type III G4500
 2- 2016 AEV Type III G4500



West Frankfort Fire Department

201 East Nolan
West Frankfort, IL 62896
Jody Allen
618-937-1234
jallen@westfrankfort.il.gov

2-2011 AEV Type III G4500
2016 AEV Type I D5500

Wayne County Ambulance District

501 SW 7th
Fairfield, IL. 62837
Sherry Brown, Administrator
618-842-7346
sherrywcoas@gmail.com

2012 AEV Type III G4500
2-2015 AEV Type III G4500 X- Series
2016 AEV Type III G4500 Remount
2016 AEV Type III G4500

Hillsboro Area Ambulance District

1140 School Street
Hillsboro, IL 62049
Barbara Schmedeke, Administrator
217-532-2213
b.schmedeke@hillsboroareaamb.com

2010 AEV Type III G3500
2011 AEV Type II E350
2012 AEV Type II E350
2015 AEV Type I F450
2016 AEV Type III G3500 Remount
AEV Type II G3500

City of Litchfield Fire Department

201 East Edwards Street
Litchfield, IL 62056
Kevin Schott, Chief
217-324-4042
dsumpter@cityoflitchfieldil.com

2011 AEV Type I F550
2015 AEV Type I F550
2017 AEV Type I F550

Maryville Fire Department

300 North Donk St
Maryville, IL 62062
George May, Chief

2011 AEV Type III G4500
2017 AEV Type I F550



Allen County EMS

408 North Washington
 Iola, KS 66749
 Ryan Sell
 620-365-1460
Ryan.sell@cityofiola.com

2016 AEV Type I F550
 2017 AEV Type I F550
 2019 AEV Type I F550
 2021 AEV Type I F550

Audrain Ambulance District

440 Kelley parkway
 Mexico, MO 65265
 Kevin Cash
 573-581-1722
info@audrainambulance.com

2015 AEV Type I D5500
 2016 AEV Type I D5500
 2017 AEV Type I F550

Christian Northeast Hospital – Ambulance

11133 Dunn Rd
 St Louis, MO 63136
 314-747-8125
 Brian Hocamp, EMS Chief
bch6666@bjc.org

6-2008 AEV Type III G3500 Remount
 2-2015 AEV Type III G3500 Remount
 2016 AEV Type I F350
 2-2016 AEV Type III G3500 Remount
 6-2017 AEV Type I F450
 3-2018 AEV Type I F450
 3-2019 AEV Type I F450
 2- 2021 AEV Type II Transits

Northland Regional Ambulance District

1000 Platte Falls Rd
 Platte City, MO 64079
 Scott Roy
 816-858-4450
sroy@nrad-ems.org

2-2009 AEV Type III G4500
 2012 AEV Type III G4500
 2013 AEV Type III G4500
 2-2015 AEV Type III G4500
 2016 AEV Type III G4500

Pike County EMS

623 W. Washington St.
 Pittsfield, IL 62363
 Tami Webel, Administrator
 217-285-6336
twebel@pikecountyil.org

2-2015 AEV Type I F550 X-Series
 2016 AEV Type III G4500 X-Series



Reno County EMS

1701 East 23rd Street
Hutchinson, KS 67502

David Trotter

620-665-2000

TrotterD@hutchregional.com

2012 AEV Type III G4500

2014 AEV Type III G4500 X-Series

2019 AEV Type III G4500 Remount

Troy Fire Protection District

116 West Clay St.

Troy, IL 62294

Andy Doyle Chief

618-409-0277

adoyle@troyfirepd.com

2-2012 AEV Type III G4500

2015 AEV Type III G4500

2019 AEV Type I F550

Van-Far Ambulance District

114 East Park St

Vandalia, MO 63382

Wendy Hull

573-594-2112

wendy.hull@vanfar.org

2010 AEV Type III G4500

2015 AEV Type III G4500

2019 AEV Type I F550 X-Series

Livingston County Ambulance District

1227 Luka Rd.

Smithland, KY 42081

Sonny Evans Chief

270-928-4212

rdriskall@livingstonco.ky.gov

2015 AEV Type III G4500

2019 AEV Type III E450 Remount

New Haven Ambulance District

110 Industrial Dr.

New Haven, MO 63068

Chris Miller, Chief

573-237-3519

cmiller@newhavenamb.com

2015 AEV Type I F450

2019 AEV Type I F550



Eureka Fire Department District

PO Box 97
1060 Highway 109
Eureka MO 63025
Steve Mann
636-938-5505
smann@efpd.org

2-2015 AEV Type I F550 X-Series
2016 AEV Type I F550 X-Series

Bloomington Township Fire Protection District

14880 Old Colonial Rd.
Bloomington, IL 61705
Tom Williams
309-828-4641
tom@bloomingtonfpd.org

2017 AEV Type I F550

City of Charleston Fire

520 Jackson Ave.
Charleston, IL 61920
Steve Bennett
217-345-8441
bennettcf@consolidated.net

2013 AEV Type III G4500
2016 AEV Type III G4500 Remount
2016 AEV Type III G4500
2019 AEV Type I F550

Murray-Calloway Ambulance

803 Poplar Street
Murray, KY 42071
Marty Barnett
270-762-1750
msbarnett@murrayhospital.org

2014 AEV Type III G4500 X-Series
2015 AEV Type III G4500 X-Series
2017 AEV Type I 4500

Holt Community Fire

260 N. Hwy 33
Holt, MO 64048
Robert Looper
816-264-3612
rlooper@holtfire.org

2-2017 AEV Type I F550 X-Series



Granite City Fire Department

2300 Madison Ave.

Granite City, IL 62040

Vince Martinez, Chief

618-877-6114

vmartinez@granitecity.il.gov

2016 AEV Type I F550

2017 AEV Type I F550

2017 AEV Type I F550

Bonner Springs EMS

13001 Metropolitan Ave.

Bonner Springs, KS 66012

Jay Claxton

913-535-3223

jclaxton@bonnersprings.org

2016 AEV Type I F550 X-Series

Rice County EMS

1488 W. Hwy 56

Lyons, KS 67554

Greg Klien

620-257-5200

gklien@ricecoems.org

2016 AEV Type II Sprinter

2018 AEV Type III E450

Mayfield-Graves County Ambulance Service

101 East South Street

Mayfield, KY 42066

Jeremy Creason, Chief

270-251-6248

jcreason@mayfieldky.gov

2-2012 AEV Type I F550 X-Series

2013 AEV Type I 4300LP

2017 AEV Type II T350

Lyon County Ambulance

236 Commerce Street

Eddyville, KY 42038

Michael Wiggins

270-388-7167

lyoncoambulance@bellsouth.net

2017 AEV Type III G3500

2019 AEV Type I F450



City of Great Bend Fire

1205 Williams Street
Great Bend, KS 67530
620-793-4140
Luke McCormick, Chief
Gbfd430@greatbendks.net

2016 AEV Type I D5500
2017 AEV Type I D5500
2017 AEV Type I D5500

Hudson County Fire Protection District

502 N. Broadway Street
Hudson, IL 61748
Jeff Thomas
309-726-1501
jthomas@hudsoncofpd.org

2017 AEV Type I F550

Monroe County EMS

901 IL Ave. Suite C
Waterloo, IL 62298
Nicholas Hoefken
618-939-6175
nickh@monroecoems.com

2017 AEV Type III E450 Remount
2018 AEV Type I F450 Remount

Collinsville Fire Dept.

130 South Clinton Street
Collinsville, IL 62234
Dale Kyrovac
618-346-5022
kedmond@collinsvilleil.org

2016 AEV Type III G4500 X-Series
2016 AEV Type III G4500 Remount

Marshall Ambulance Service

914 Ash Street
Marshall, IL 62441
Mike Bridges
217-826-5847
mfpd@myfrontiermail.com

2017 AEV Type I F550 X-Series



Washburn Fire Protection District

201 East Walnut Street
Washburn, IL 61570
Mike Storms
309-248-7721

mike.storm@washburnfpd.org

2017 AEV Type III G4500 Remount

Cedar County Ambulance District

816 West Hwy 32
Stockton, MO 65785
Neal Taylor
417-328-6358

neal.taylor@citizensmemorial.com

2-2015 AEV Type III G4500 X-Series
2016 AEV Type III G4500 X-Series
2021 AEV Type I 5500

Glen Carbon Fire Protection District

430 Glen Carbon Rd.
Glen Carbon, IL 62034
Eric Wilson
618-288-1226

e.wilson@glencarbonfpd.org

2013 AEV Type I TerraStar X-Series
2017 AEV Type I F550

City of Carterville Fire Department

300 North Division Street
Carterville, IL 62981
Ron Raines
618-218-3094

rraines@visitcarterville.com

2016 AEV Type III G4500 Remount

City of Emporia Fire

104 E. 5th Street
Emporia, KS 66801
Brandon Beck
620-343-4253

bbeck@emporiafire.com

2014 AEV Type III G4500
2-2017 AEV Type I D5500 X-Series



Gray County EMS

101 West Ave.
Cimarron, KS 67835
Jim Kramer
620-855-0118
Jkramer@sheriff.grayco.org

2015 AEV Type III G4500 X-Series
2018 AEV Type I F550

Lexington Fire Dept.

533 State Rt. 13
Lexington, MO 64067
Brad Webber
660-259-4550
Kirksmithlexingtonchief1@gmail.com

2015 AEV Type I F550 X-Series
2017 AEV Type I F550 X-Series
2020 AEV Type I F-550 X Remount

Graham County

722 West Main Street
Hill City, KS 67647
Mickie Helberg
785-421-5455
mickie@grahamcoems.org

2013 AEV Type III G4500 X-Series
2016 AEV Type III G4500 X-Series

Alton Memorial Hospital

1 Memorial Drive
Alton, IL 62002
Jason Bowman
618-463-7311
Jason.bowman@bjc.org

3-2017 AEV Type I F450
3-2018 AEV Type I F450
2-2019 AEV Type I F450
2019 AEV Type I F450 Remount

Pettis County Ambulance District

210 W. 4th Street
Sedalia, MO 65301
Roy Pennington
660-829-0777
rpennington@pcad653.com

3-2017 AEV Type III E450 X-Series
2-2017 AEV Type III E450
2- 2019 AEV Type III E450 X-Series
3-2020 AEV Type III E-450 X-Series



Golden Valley Memorial
 1600 North Second Street
 Clinton, MO 64735
 John Flutey
 660-238-4213
aguynn@gvmh.org

3-2017 AEV Type III E450 Remounts
 2019 AEV Type II T350

Monarch Fire Protection District
 13725 Olive Blvd
 Chesterfield, MO 63017
 Nick Harper
 314-514-0900
Harper.n@chesterfieldfpd.org

2017 AEV Type I F550 X-Series
 2018 AEV Type I F550
 2019 AEV Type I F550
 2021 AEV Type I F-550

Fox Lake Fire Protection District
 PO Box 237
 Ingleside, IL 60041
 Ron Hoehne, Chief
 847-587-3312
ronhoehne@flfpd.org

2014 AEV Type I F550
 2014 AEV Type I F550
 2017 AEV Type I F550
 2019 AEV Type III E450

Lake Villa Fire Protection District
 910 E. Grand Ave
 Lake Villa, IL 60046
 Doug Slazes, Chief
 847-356-2525
fslazes@lakevillafd.com

2012 AEV Type III G4500
 2016 AEV Type I F550
 2016 AEV Type I F550
 2-2017 AEV Type I F550
 2018 AEV Type I F550

Cicero Fire Department
 5303 West 25th Street
 Cicero, IL 60804
 Ted Beskow
 630-247-9451
tbeskow@metroparamedics.com

2015 AEV Type I F450
 2015 AEV Type I F450
 2016 AEV Type I F450
 2017 AEV Type I F450



Elmhurst Fire Department

209 N. York Street
 Elmhurst, IL 60126
 Don Martinson
 630-272-1969
dmartinson@metroparamedics.com

2016 AEV Type I F450
 2017 AEV Type I F450

Elmwood Park Fire Department

395 West Lake Street
 Elmhurst IL 60126
 Ken Miller

2017 AEV Type III E450

Grayslake Fire Protection District

160 Hawley St.
 Grayslake, IL 60030
 John Christian, Chief
 847-223-8960
chiefchristian@grayslakefire.com

2014 AEV Type I F450
 2014 AEV Type I F450
 2017 AEV Type I F550
 2018 AEV Type I F550

McHenry Township Fire Protection District

3610 Elm St.
 McHenry, IL 60050
 Tony Huemann, Chief
 815-385-0075
huemanntony@fire.mtfd.org

2013 AEV Type I F450
 2014 AEV Type I F450
 2018 AEV Type I F550

North Chicago Fire Department

1850 Lewis Ave.
 North Chicago, IL 60064
 Del Urban, Chief
 847-596-8780
urban@northchicago.org

2014 AEV Type I F450
 2015 AEV Type I F450
 2017 AEV Type I F450

Oak Park Fire Department

123 Madison
 Oak Park, IL 60301
 Chief Thomas Ebsen
 630-546-1566
ppilafas@oak-park.us

2015 AEV Type I F450
 2018 AEV Type I F550



Round Lake Fire Protection District

409 W. Nippersink
 Round Lake, IL 60073
 Bruce Hill
 847-546-6001
bhill@roundlakefire.org

2015 AEV Type I F550
 2016 AEV Type I F550
 2017 AEV Type I F550

Wilmette Fire Department

1304 Lake Ave.
 Wilmette, IL 60091
 Mike McGreal, Chief
 847-251-1101
mcgrealm@wilmette.com

2016 AEV Type I F550
 2017 AEV Type I F550

Junction City Fire Department

700 North Jefferson
 Junction City, KS 66441
 Terry Johnson
 785-238-6822

2017 AEV Type I F550
 2020 AEV Type I M2

Newport Fire Department

Bennett Three Leasing
 395 West Lake Street
 Elmhurst, IL 60126
 847-336-1080

2018 AEV Type I F550

Higginsville EMS

211 19th Street
 Higginsville, MO 64037
 Matt Cushman
 660-584-3911

2017 AEV Type III E450



Minneapolis Ottawa County

2018 AEV Type I F550

Ambulance
209 North Sheridan
Minneapolis, KS 67467
Karl Leech
785-392-7685

Valley Park Fire District

2017 AEV Type I F550

55 Crescent Ave
Valley Park, MO 63088
Jeramy Poleski
636-225-4288

City of Minonk

2018 AEV Type I F550

670 N Chestnut Street
Minonk, IL 61760
Mindy Goodrich
309-432-2558

Norwood Park Fire Protection District

2-2018 AEV Type III E450 Remounts

7447 West Lawrence Ave.
Norwood Heights, IL 60706
Chief Terry Vavra
708-867-5428

City of Zion

2018 AEV Type I F550

2828 Sheridan Road
Zion, IL 60099
Lt Rocky Campanella
847-746-4036

Cole Camp Community Ambulance District

2019 AEV Type III E450 Remount

905 E Main Street
Cole Camp, MO 65325
Bob Meuschke
660-668-4772



<p>Superior Air Ground Ambulance 395 West Lake Street Elmhurst, IL 60126 630-903-2224</p>	<p>10-2018 AEV Type II T250</p>
<p>Fenton Fire Protection District 845 Gregory Lane Fenton, MO 63026</p>	<p>2019 AEV Type I F550</p>
<p>Village of Tilton 1001 Tilton Road Tilton, IL 61833 Tiffany Jones 217-477-0800</p>	<p>2019 AEV Type III E450</p>
<p>Horizon Health EMS 721 East Court Street Paris, IL 61944</p>	<p>2019 AEV Type III E450</p>
<p>Barrington Countryside Fire Protection District 22222 North Pepper Road Lake Barrington, IL 60010</p>	<p>2018 AEV Type I F550 2019 AEV Type I F550 X-Series</p>
<p>St. Louis Children’s Hospital 1 Children’s Place St. Louis, MO 63110</p>	<p>2019 AEV Type I M2 X-Series</p>
<p>Glen Ellyn Fire Protection District 535 Duane Street Glen Ellyn, IL 60137</p>	<p>2-2019 AEV Type I F550 X-Series</p>
<p>Norwich EMS 111 South Main Norwich, KS 67118 Chrissy Bartel 660-478-2822</p>	<p>2019 AEV Type III E450 X-Series</p>



Missouri Baptist Sullivan Hospital

751 Sappington Bridge Road
Sullivan, MO 63080
573-468-4186

2019 AEV Type I F450
2020 AEV Type I F-450

United Medical Response, LLC.

104 West Main Street
Salem, IL 62881
Jared Hunter
618-267-8448

3-2018 AEV Type II T350
7-2019 AEV Type II T350
2-2019 AEV Type I F550

South Chicago Heights Fire Department

3317 Chicago Road
South Chicago Heights, IL 60411

2019 AEV Type III E450

Greater Round Lake Fire Protection District

409 West Nippersink Road
Round Lake, IL 60073

2019 AEV Type I F550

Tri-County Ambulance District

100 South Highway Y
Plattsburg, MO 64477
Grace Ann Cook

2019 AEV Type I F550
2021 AEV Type I F-550

Salem Memorial District Hospital

Salem, MO 64628
Deborah Hobson
573-729-6626
DHobson@smdh.net

2019 AEV Type II T250

Morris County Ambulance

606 N. Washington
Council Grove, KS 66846
David Owen
620-767-6115

2019 AEV Type II T350

Hamel Fire Protection District Ambulance Service

Hamel, IL 62046
Kim Pollett
618-520-0113

2019 AEV Type I F550



Pattonville Fire Protection District

13900 St. Charles Rock Road
Bridgeton, MO 63044

3-2019 AEV Type I F550

Frontenac Fire Department

10555 Clayton RD.
Frontenac, MO. 63131
314-994-1801

2022-AEV Type I F-550

Concordia Fire P.D.

710 S. Orange St.
Concordia, MO. 64020
660-463-7900

2021 AEV Type I F-550

Excelsior Springs Fire

1120 Tracy Drive
Excelsior Springs, MO. 64024
816-630-3000

2021 AEV Type III E-450

Lake Regional Critical Care

54 Hospital Dr.
Osage Beach, MO. 65065

2021 AEV Type I F-550 X-series

Neodesha Fire/ EMS

112 S. 4th St.
Neodesha, KS 66757
Landon Woodward
(620) 325-2642

2 – 2020 AEV Type I F550 X-Series

David City Fire & Rescue

552 D St.
David City, NE 68632
Rick Schneider
(402) 367-3530

2020 AEV Type I F550 X-Series



Winnebago Tribal Rescue
225 South Bluff Street
Winnebago, NE 68071
Cindy Aldrich
(402) 878-2277

2020 AEV Type I F550 X-Series

Pleasure Ridge Park Fire Department
950 Stonestreet Road
Louisville, Ky 40272
Chief Jason Meiman
502-935-3878

3- 2022 AEV Type 1 F550 Custom

UK Medical Center
1000 S. Limestone
Lexington, Ky 40536
Director Tim Smith
859-323-2967

1- 2023 Ford Transit type II

Deaconess Health EMS
383 Borax Drive
Henderson, KY 42420
James Ivy
270-826-6558

1- 2023 Custom CCT
2- Type III Ford E450



March 19, 2026

RE – City of Osage Beach, MO - Municipal Finance Quote

REV Financial Services is pleased to present the following Municipal Finance Proposal described below:

PROPOSAL:

Customer:	City of Osage Beach, MO						
PROPERTY:	2027 Ford F550 4x4 ARV Ambulance						
EXPIRATION:	Financing to Close by April 25, 2026						
FINANCE QUOTE:	Finance Amount	Rate	Payments	Factor	Pmts / Year	Term	Adv. / Arr.
\$0 Down	\$ 363,870.00	5.14%	\$ 133,966.84	0.36817227	1	3 years	Arrears
\$0 Down	\$ 363,870.00	5.22%	\$ 10,941.49	0.03006977	12	36 mo	Arrears
\$0 Down	\$ 363,870.00	4.95%	\$ 83,928.67	0.23065565	1	5 years	Arrears
\$0 Down	\$ 363,870.00	4.99%	\$ 6,865.01	0.01886665	12	60 mo	Arrears

FINANCING: This is a tax-exempt, municipal government lease purchase with the title to the property passing to Lessee. This is a net lease under which all costs, including insurance, maintenance, and taxes, are paid by Lessee for the term of the lease. Rates assume municipal/bank qualified. Due to market conditions, Rates subject to change.

NOTES: Application, current budget, and 3 years Audited Financial Statement are required with Signed Proposal for Credit Review. Rate subject to change due to market fluctuation. Annual Payments start 1 year after signed financing contract. Lessor to be named when credit approved.

APPROVAL: This proposal, until credit is approved, serves as a quotation, not a commitment by Lessor to provide credit or property. Lessor acceptance of this Proposal is subject to credit; collateral and essential use review and approval by Lessor. The interest rate quoted herein assumes that the interest component of the Payments is exempt from federal income tax. Lessor will provide a taxable financing proposal if it is determined that the financing will not qualify for tax-exempt interest rates. The financing contemplated by this proposal is subject to the execution and delivery of all appropriate documents (in form and substance satisfactory to Lessor), including without limitation, to the extent applicable, the Master Lease Agreement, any Schedule, financing statements, legal opinion or other documents or agreements reasonably required by Lessor. The quoted interest rate assumes the Lessee designates the Lease as "bank-qualified" pursuant to Section 265(b) of the Code.

Thank you for the opportunity to present this proposal. If you have any questions, please contact me at my number or e-mail address below.

Sincerely,

Todd Stevenson
 Manager of Dealer Credit and Sales Support
 REV Financial Services
 303-746-0449
todd.stevenson@revgroup.com

Proposal Acceptance: (please circle options below)

Option: 3yr / 36mo / 5yr / 60mo

Signed: _____

Name: _____

Title: _____

Date: _____



09AEV REV. A

TEST REPORT

**CRASHWORTHINESS TESTING
OF AEV TRAMAHAWK TYPE III AMBULANCE**

FOR

AMERICAN EMERGENCY VEHICLES

BY

**GENERAL TESTING LABORATORIES, INC.
1623 LEEDSTOWN ROAD
COLONIAL BEACH, VIRGINIA 22443**



AUGUST 14, 2009

FINAL REPORT

PREPARED FOR

**AEV
165 AMERICAN WAY
JEFFERSON, NC 28640**



SIGNATURES

Written by: Debbie Messick
Digitally signed by Debbie Messick
DN: cn=Debbie Messick, c=US, o=GTL, email=gtl@general-testing.com
Date: 2010.02.04 17:06:51 -0500'

Date: _____

Approved by: Debbie Messick
Alan Aylor
Digitally signed by Alan Aylor
DN: cn=Alan Aylor, c=US, o=GTL, email=gtl@general-testing.com
Date: 2010.02.04 17:07:10 -0500'

Date: _____

Approved by: Alan Aylor
Grant Farrand
Digitally signed by Grant Farrand
DN: cn=Grant Farrand, c=US, o=GTL, email=gtl@general-testing.com
Date: 2010.02.04 17:07:30 -0500'

Date: _____

Grant Farrand

REVISION

Revision	Description	Date
A	Initial Release	08/14/09



TABLE OF CONTENTS

SECTION	PAGE
1.0 Introduction	1
2.0 Purpose	1
3.0 Rationale	1
4.0 Test Setup	2
5.0 Test Dates	2
6.0 Component Descriptions	3
7.0 Vehicle Descriptions	3
8.0 Results	3
9.0 Equipment List	6
10.0 Photographs	6



1.0 INTRODUCTION

This report documents two inter-vehicular impact tests conducted for American Emergency Vehicles by General Testing Laboratories. Both tests were conducted using the same AEV Tramahawk Type III Ambulance.

2.0 PURPOSE

The primary purpose of this test program was to simulate typical accidents involving ambulances and to answer questions as to the performance of the following:

1. Determine how well the restraint systems would keep the “EMT CREW” in their seats.
2. The ability of the ambulance body structure and doors to withstand the impacts.
3. If the body mounts would break off or shear during impact.
4. The ability of the interior cabinetry and fixtures to withstand the impact.

3.0 RATIONALE

Based on real life experiences as an ambulance manufacturer, AEV chose to conduct testing with passenger cars striking the sides of the ambulance as being representative of the most common type of accident for this testing program. The test vehicles chosen were a Ford Contour and a Toyota Camry as typical passenger cars in use on the highways and streets.

The following two scenarios were chosen for testing.

TEST 1 (GTL052)

This scenario simulated an ambulance making a left hand turn and being struck by a car coming from the right (“blind”/passenger side) before completing the turn. This places the ambulance at an obtuse angle to the path of the striking vehicle at impact.



TEST 2 (GTL055)

This scenario simulated an ambulance going straight through an intersection and being struck on the driver's side by cross traffic coming from the left, thus creating a "T-Bone" or perpendicular impact.

A nominal speed of 42 MPH at impact was chosen for this testing. Although this is a higher speed than the 33 MPH that is used by the National Highway Traffic Safety Administration (NHTSA) for FMVSS 214 side impact protection testing, AEV believes it is more representative of typical estimated accident speeds.

4.0 TEST SETUP

GTL's crash test track runs from east to west. The test vehicle starts approximately 400 feet east of the impact point and is accelerated to the test speed traveling west along the monorail track.

In the first test the ambulance was positioned across the test track facing 37° east of north. It was positioned such that the Ford Contour would strike the right side impacting in an area that would include the right side patient compartment door and the battery compartment.

For the second test the ambulance was positioned across the test track facing south which is 90° to the direction of travel of the impacting vehicle. The ambulance was positioned such that impact would occur on the left side between the centerline of the rear wheels and the oxygen tank storage compartment.

In both tests the patient compartment of the ambulance had 50th percentile male Anthropomorphic Test Dummies (ATD's) at each of the four designated seating positions. Each of the "ATD's" was restrained with the Protek Restraint System. In addition a 95th percentile male ATD was secured to the patient cot. The impacting vehicles each had a 50th percentile male ATD in the driver seating position restrained by seat belts.

5.0 TEST DATES

The testing was conducted on July 23 and 24, 2009



6.0 COMPONENT IDENTIFICATIONS

SEAT BELTS: INTERTEK

BODY: MICKEY BODY #6165

BODY MOUNT PUCKS: UPPER VIBRATION ISOLATOR, AEV PART #4240-3
LOWER VIBRATION ISOLATOR, AEV PART #4239-3

7.0 VEHICLE IDENTIFICATIONS

TEST #	Make	Model	VIN	TEST WT.
GTL052 GTL055	AEV	TRAMAHAWK TYPE III	1FDXE45P25HA76708	11,570
GTL052	FORD	CONTOUR	3FALP6536WM108228	2957
GTL055	TOYOTA	CAMRY	4T1SK12E0RU475151	3168

8.0 RESULTS

Both tests were performed as described in the setup (Section 4.0) of this report. The data generated from the tests is presented in the following tables:

TABLE 1

TEST #	DATE & TIME	TEST SPEED	TEMPERATURE
GTL052	07/23/09 12:08 P.M.	42.1	87°
GTL055	07/24/09 12:43 P.M.	42.2	88°



TABLE 2

TEST #	AMBULANCE DEFORMATION		
	LOCATION	DISTANCE FROM GROUND	STATIC CRUSH
GTL052	RIGHT SIDE BATTERY COMPARTMENT	21 7/8"	4 1/4"
GTL055	LEFT SIDE STORAGE COMPARTMENT	23 3/4"	2 5/16"

In each test the ambulance moved in the general direction of travel of the impacting vehicle. The ambulance wheel positions were marked before and after impact for each test. Table 3 gives the distances the tires moved on the struck side of the ambulance as a result of impact. The column with the heading "TRAVEL" is the distance traveled parallel to the path of the impacting vehicle. The column with the heading "OVER" is the perpendicular distance to the left or right as indicated of the pre-impact position.

TABLE 3

TEST #	TIRE POSITION AFTER IMPACT			
	FRONT		REAR	
	Travel	Over	Travel	Over
GTL052	65"	Left 58"	118"	Left 42"
GTL055	36"	Right 43"	115"	Right 29"



The high speed photography was reviewed and the ambulance was inspected after testing. The observed performance assessments are as follows:

1. The restraint systems held the ATD's in their seats. There was no head contact with anything other than the head rests. There were no excessive excursions of the ATD's in their seats regardless of which way they were facing.
2. The ambulance body structure remained intact after the impacts. There was localized bending of the exterior body panels and supports in the areas of impact. There was no intrusion into the patient compartment.

All personnel and compartment doors operated as they should, post test, except for the battery compartment and left side lower storage compartment as noted below.

The battery compartment was bent in and the latch was destroyed. The left side lower storage compartment doors were bent in. The storage compartment floor and framing was distorted.

There was some minor separation and bending along the joint between the floor and wall behind the hinge side of the patient compartment door.

3. The body mount pucks did not shear as a result of the impacts. Visual inspection of the body in the area of the mounts showed no evidence of damage.
4. All interior cabinetry and fixtures remained in place and un-damaged.

**9.0 TEST EQUIPMENT LIST**

EQUIPMENT	MANUFACTURER	MODEL/ SERIAL NO.
COUNTER/TIMER	SYSTRON DONNER	19 353-10
COUNTER/TIMER	SYSTRON DONNER	19 353- 11
ABORT SPEED TRAP	GTL	ST1
FINAL SPEED TRAP	GTL	ST2
SCALES	INTERCOMP	199744
TIRE PRESSURE GAUGE	WEKSLER	0-100
STEEL SCALES	STARRETT	C416R
STEEL TAPE	STANLEY	GF2
LEVEL	STANLEY	42-449
SCALES	FAIRBANKS	N/A

10.0 PHOTOGRAPHIC COVERAGE

16 mm high speed photography, real time, and high speed video were used to document the testing. External overhead and side views as well as onboard views of the interior of the ambulance patient area have been provided under separate cover.

The following pre and post test still photographs were used to document the testing.

	Page
Test #052 – Pre-Test Setup	10 & 11
Test #052 – Post Test	12, 13, 14, & 15
Test #055 – Pre-Test Setup	16 & 17
Test #055 – Post Test	18, 19, 20 & 21



GTL TEST #052 - PRE-TEST



GTL TEST #052 – PRE-TEST SETUP



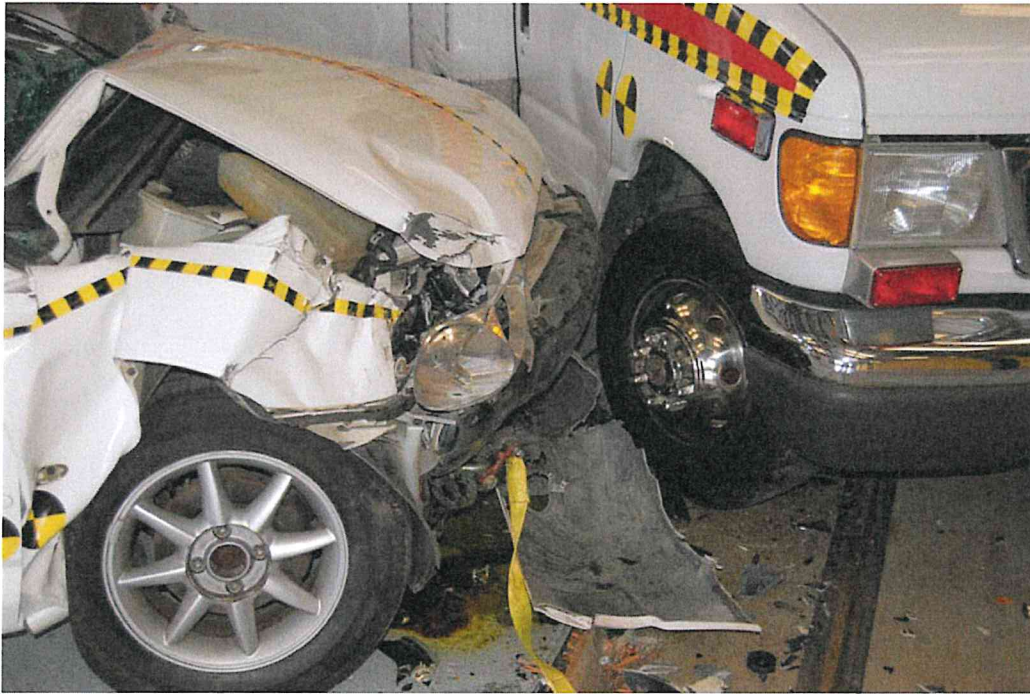
GTL TEST #052 – PRE-TEST SETUP



GTL TEST #052 – POST TEST



GTL TEST #052 – POST TEST



GTL TEST #052 – POST TEST



GTL TEST #052 – POST TEST



RIGHT SIDE IMPACT SHOWING MEASUREMENT OF MAXIMUM CRUSH (TEST #052)



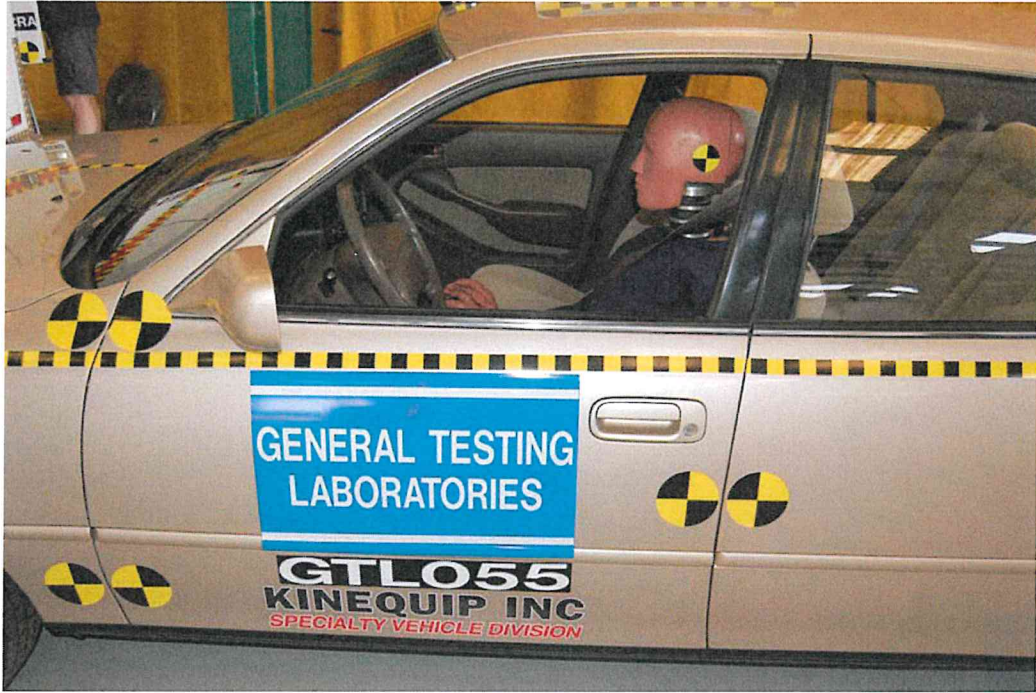
RIGHT SIDE IMPACT SHOWING MEASUREMENT OF MAXIMUM CRUSH (TEST #052)



OVERALL VIEW OF RIGHT SIDE SHOWING DAMAGE TO PERSONNEL DOOR AND BATTERY COMPARTMENT (TEST 052)



VIEW SHOWING DAMAGE INSIDE PERSONNEL DOOR (TEST 052)



GTL TEST #055 – PRE-TEST



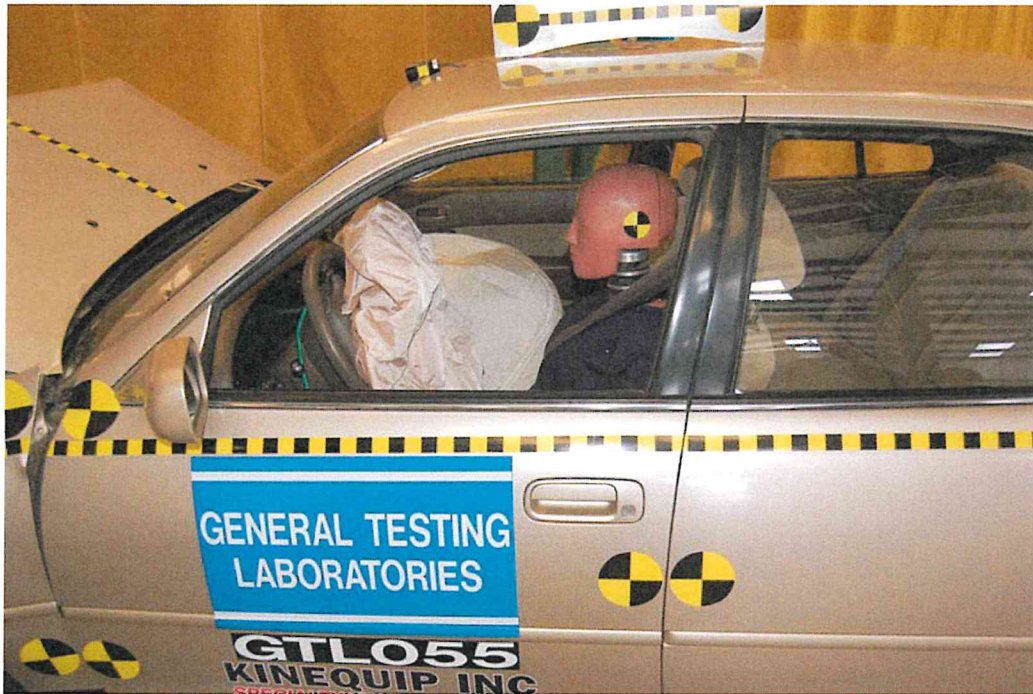
GTL TEST #055 – PRE-TEST SETUP



GTL TEST #055 – PRE-TEST SETUP



GTL TEST #055 – PRE-TEST SETUP



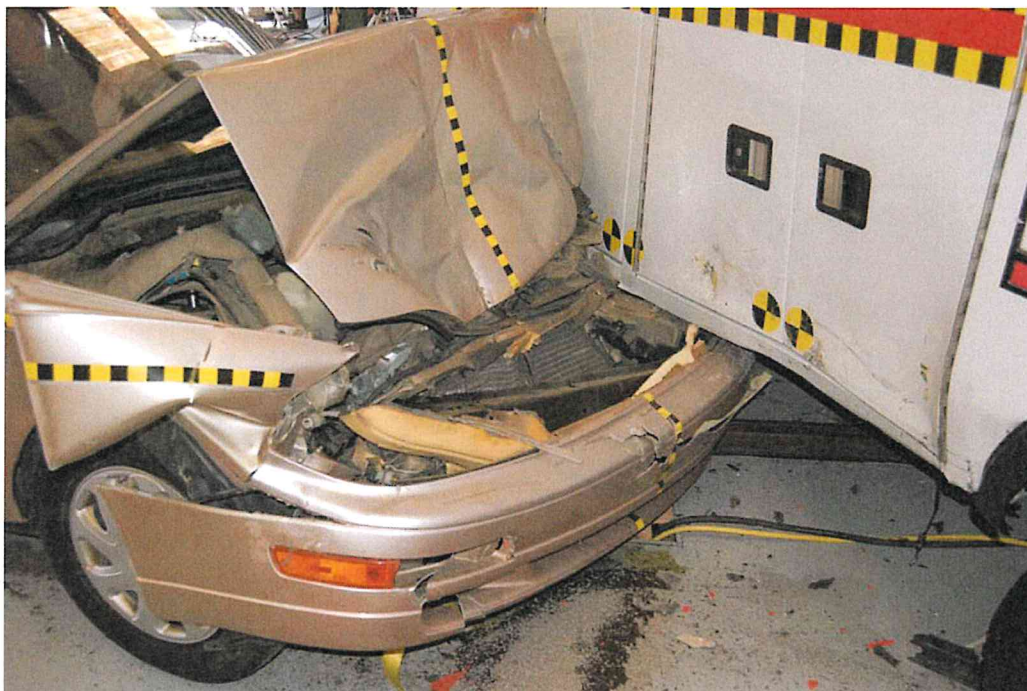
GTL TEST #055 – POST TEST



GTL TEST #055 – POST TEST



GTL TEST #055 – POST TEST



GTL TEST #055 – POST TEST



VIEW SHOWING DAMAGE TO INTERIOR OF LEFT SIDE STORAGE COMPARTMENT (TEST 055)



LEFT SIDE IMPACT SHOWING MEASUREMENT OF MAXIMUM CRUSH (TEST #055)



LEFT SIDE IMPACT SHOWING MEASUREMENT OF MAXIMUM CRUSH (TEST #055)



OVERALL VIEW OF LEFT SIDE DAMAGE (TEST #055)



COMMISSION ON ACCREDITATION OF AMBULANCE SERVICES GROUND VEHICLE STANDARD

Final Stage Ambulance Manufacturer
FSAM Registration

American Emergency Vehicles

Is duly registered and authorized to certify GVS compliant vehicles that they have produced by supplying the CAAS GVS label and documents, verifying the vehicle's components, performance and equipment meet or exceed all the requirements and tests set forth in the standard.

A handwritten signature in black ink, appearing to read "M. S. Van Arnam".

Mark S. Van Arnam
CAAS GVS Administrator

COMMISSION ON ACCREDITATION OF AMBULANCE SERVICES

1926 Waukegan Road, Suite 300, Glenview, Illinois 60025-1770
Phone: 847.657.6828 • Fax: 847.657.6825 • info@groundvehiclestandard.org



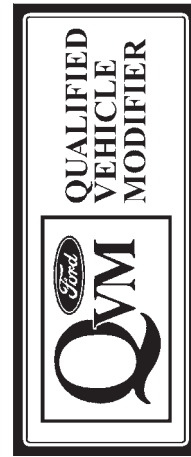
FORD MOTOR COMPANY

is proud to recognize

American Emergency Vehicles, Inc.

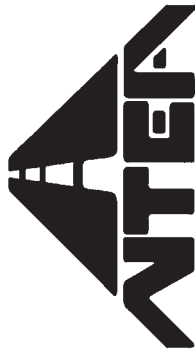
as a participant of the

Qualified Vehicle Modifier Program



A. D. Jam

QVM Administrator

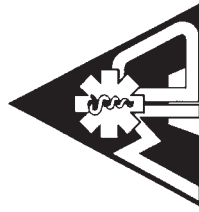


NATIONAL TRUCK EQUIPMENT ASSOCIATION

is proud to recognize

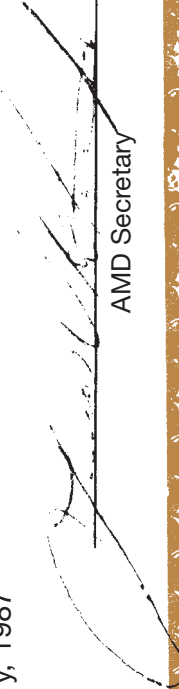
American Emergency Vehicles, Inc.

as a member in good standing of the



Ambulance Manufacturers Division

February, 1987



AMD Secretary

**FMVSS NO. 210
SEAT BELT ASSEMBLY ANCHORAGES**

FOR

AMERICAN EMERGENCY VEHICLES

**GENERAL TESTING LABORATORIES, INC.
1623 LEEDSTOWN ROAD
COLONIAL BEACH, VIRGINIA 22443**



MAY 25, 2010

FINAL REPORT

PREPARED FOR

**AMERICAN EMERGENCY VEHICLES
165 AMERICAN WAY
JEFFERSON, NC 28640**

SIGNATURES

Digitally signed by Debbie Messick
Written by: DN: cn=Debbie Messick, c=US, o=GTL, email=gtl@general-testing.com **Date:** 05/25/10
Debbie Messick

Digitally signed by Grant Farrand
Approved by: DN: cn=Grant Farrand, c=US, o=GTL, email=gtl@general-testing.com **Date:** 05/25/10
Grant Farrand

Digitally signed by Alan Aylor
Approved by: DN: cn=Alan Aylor, c=US, o=GTL, email=gtl@general-testing.com **Date:** 05/25/10
Alan Aylor

REVISION

Revision	Description	Date
A	Initial Release	05/25/10

TABLE OF CONTENTS

SECTION	PAGE
1.0 Introduction	1
1.1 Test Dates	1
1.2 Test Vehicle Description	1
1.3 Test Item Description	1
2.0 FMVSS No. 210 Requirements	2
2.1 Anchorage Type	2
2.2 Anchorage Spacing	2
2.3 Anchorage Location	2
2.4 Anchorage Strength	3
3.0 Laboratory Test Apparatus	4
3.1 Vehicle Support Fixture	4
3.2 Load Application System	4
3.3 Hydraulic System Monitoring/ Control Systems	4
3.4 Test Equipment List	4
4.0 Laboratory Test Procedure	5
4.1 Procedure	5
4.2 Purpose	5
5.0 Results	6

APPENDICES

A - Test Data Sheets

B - Load vs. Time Plots

C - Photographs

SECTION 1**1.0 INTRODUCTION**

This test report presents the results of testing for American Emergency Vehicles (AEV) on squad bench seat belt anchors mounted on a side wall buck in accordance with the requirements stated in Federal Motor Vehicle Safety Standard (FMVSS) No. 210, "Seat Belt Assembly Anchorages". This standard establishes requirements for seat belt assembly anchorages to ensure adequate strength for effective occupant restraint.

FMVSS No. 210 applies to passenger cars, multipurpose passenger vehicles, trucks and buses.

1.1 TEST DATE(S)

The test item was subjected to FMVSS No. 210 testing on May 21 2010.

1.2 TEST ITEM DESCRIPTION

Squad Bench Seat Belt Anchors bolted on an aluminum side wall buck with two seating positions. Wall is 2" x 2" aluminum tubing with pop rivets and threaded holes for belt mounting.

SECTION 2

2.0 FMVSS NUMBER 210 REQUIREMENTS

2.1 ANCHORAGE TYPE

Anchorage for a Type 2 seat belt assembly (3-point lap/shoulder belt combination assembly) shall be installed at each forward facing outboard designated seating position (DSP) in passenger cars (other than convertibles) and for each DSP in other vehicles as required by FMVSS No. 208, "Occupant Crash Protection".

2.2 ANCHORAGE SPACING

Anchorage for an individual seat belt assembly shall be located at least 6.5 inches apart laterally, measured between the vertical centerline of the anchorage bolt holes.

2.3 ANCHORAGE LOCATION

For a nonadjustable seat in which the seat belt does not bear on the seat frame, a line from the seating reference point (SRP) to the nearest contact point of the seat belt with the hardware attaching it to its anchorage shall make an angle with the horizontal plane of not less than 30° and not more than 75°.

For an adjustable seat, a line between a point 2.5 inches forward of, and .375 inches above the SRP and the nearest point of contact of the belt with its attachment hardware shall make an angle with the horizontal plane of not less than 30° and not more than 75° when the seat is in its REARMOST POSITION.

In an installation in which the seat belt bears on the seat frame, the seat belt anchorage, if not on the seat structure, shall be aft of the rearmost belt contact point on the seat frame when the seat is in its rearmost position. The line from the SRP to the nearest belt contact point on the seat frame shall extend forward from that contact point at an angle with the horizontal plane of not less than 30° and not more than 75°.

If the seat belt anchorage is on the seat structure, the line from the SRP to the nearest contact point of the belt with its attachment hardware shall extend forward from that contact point at an angle with the horizontal plane of not less than 30° and not more than 75°.

SECTION 2 Continued

The anchorages for the shoulder belt portion of a Type 2 belt assembly shall be within the acceptable range when the seat is in its full REARWARD and DOWNWARD position and the seat back is in its most upright position.

The acceptable range is referenced to the two-dimensional manikin described in SAE J826 whose H-point is at the SRP and whose torso line is at the same angle from the vertical as the seat back. When appropriate information is available from the vehicle manufacturer, this range may be determined by coordinate measurement.

2.4 ANCHORAGE STRENGTH

Type 2 seat belt systems (combination lap and shoulder) must be able to withstand simultaneous loads of 3,000 pounds applied to the lap and shoulder belts. The loads are applied in the direction in which the seat faces, in a plane parallel to the longitudinal centerline of the test vehicle, with an initial application angle of not less than 5° and not more than 15° above the horizontal plane.

The rate of load application shall not be greater than 30,000 pounds per second, and the 3,000 pounds of load must be attained in not more than 30 seconds and held for a minimum of 10 seconds.

Type 1 (lap belt only) and the lap belt portion of a Type 2 system must be able to withstand a load of 5,000 pounds applied in the direction in which the seat faces, in a plane parallel to the longitudinal centerline of the test vehicle. The initial load application angle shall be not less than 5° and not more than 15° above the horizontal plane. The force must be applied with an onset rate of not more than 50,000 pounds per second. The 5,000 pounds of load must be attained in not more than 30 seconds and held for a minimum of 10 seconds.

Permanent deformation or rupture of the seat belt anchorage or its surrounding area is not considered a failure if the required force is maintained for at least 10 seconds. Failure of a seat belt or its attachment hardware before the required test load is attained is also not considered a failure of the seat belt anchorage.

SECTION 3

3.0 LABORATORY TEST APPARATUS3.1 VEHICLE SUPPORT FIXTURE

General Testing Laboratories' vehicle support fixture consists of a bolted 10-inch "H" beam frame with gusseted vertical members to support the hydraulic load application cylinders.

3.2 LOAD APPLICATION SYSTEM

Load application is achieved with servo controlled hydraulic cylinders. The cylinders are attached to the load/vehicle support frame on one end and the other (rod) end has a load cell mounted on it. A cable runs from the load cells to the body blocks or seat frames.

3.3 HYDRAULIC SYSTEM MONITORING/CONTROL SYSTEMS

The load cell output is monitored by a computer and the computer feeds a signal to the servo valve thus achieving closed loop control. The computer is programmed with the appropriate load versus time ramp for a given test. Data from each load cell is collected by the computer and stored for plotting.

3.4 TEST EQUIPMENT LIST

<u>ITEM</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>RANGE</u>	<u>ACCURACY</u>	<u>LAST CALIBRATION DATE</u>
Computer	AT&T	486DX266	N/A	N/A	N/A
Test Fixture	GTL	N/A	N/A	N/A	N/A
A/D Interface	METRABYTE	DAS-16(F)	N/A	0.01% of reading, 1BIT	Before use
Signal Conditioner	METRABYTE	EXP-RES	N/A	Better than 0.1%	Before use
Load Cell	REVERE	USP2	10KLB	.1%	02/10
Load Cell	REVERE	USP2	10KLB	.1%	02/10
Load Cell	REVERE	USP2	10KLB	.1%	02/10
Load Cell	REVERE	USP2	10KLB	.1%	02/10
Load Cell	REVERE	USP1	10KLB	.1%	02/10
Load Cell	INTERFACE	U3SB	2KLB	.1%	02/10
Load Cell	INTERFACE	U3SB	2KLB	.1%	02/10

SECTION 4

4.0 LABORATORY TEST PROCEDURE

4.1 PROCEDURE

General Testing Laboratories' Test Procedure 210-08 was used for the conduct of these tests.

4.2 PURPOSE

The purpose of this test was to determine if squad bench seat belt anchors bolted on a side wall buck could withstand FMVSS 210 testing.

SECTION 5

5.0 RESULTS

Based on the tests performed, the items tested exceeded the applicable test load requirements of FMVSS 210.

**APPENDIX A
TEST DATA SHEETS**

**DATA SHEET NO. 1
SEAT BELT ASSEMBLY LOAD AND ANGLE MEASUREMENT**

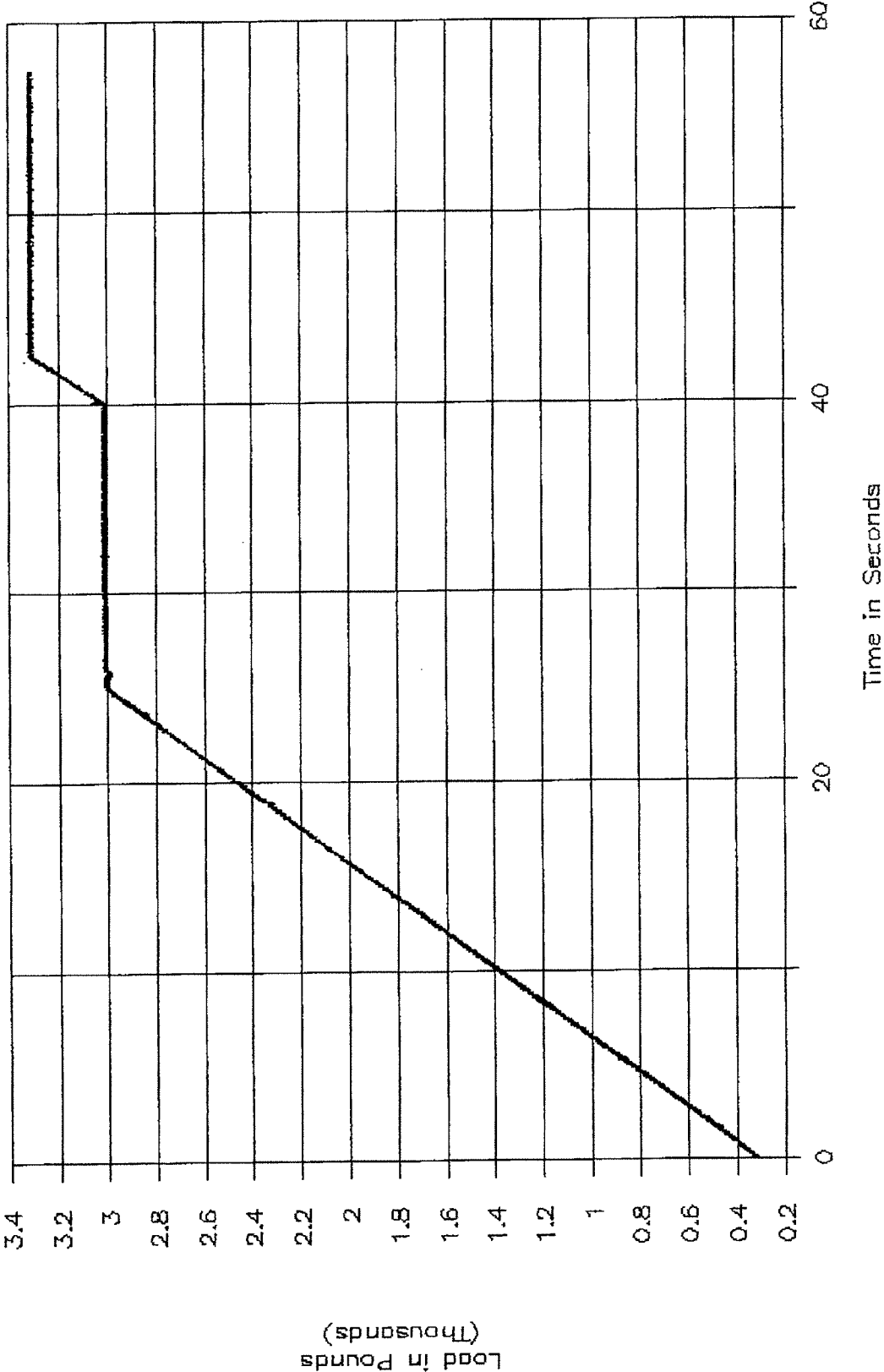
GTL TEST NO.	DSP/BELT	ANGLE AT 10% LOAD		APPLIED FULL LOAD (LBS)
		Side View 10° ± 4°	Plain View 0° ± 3°	
6627	Left/Shoulders	10°	0°	3324
	Left/Lap	10°	0°	3316
	Right/Shoulders	10°	0°	3312
	Right/Lap	10°	0°	3317

Remarks: Test passed + 10% overload

**APPENDIX B
LOAD VS. TIME PLOTS**

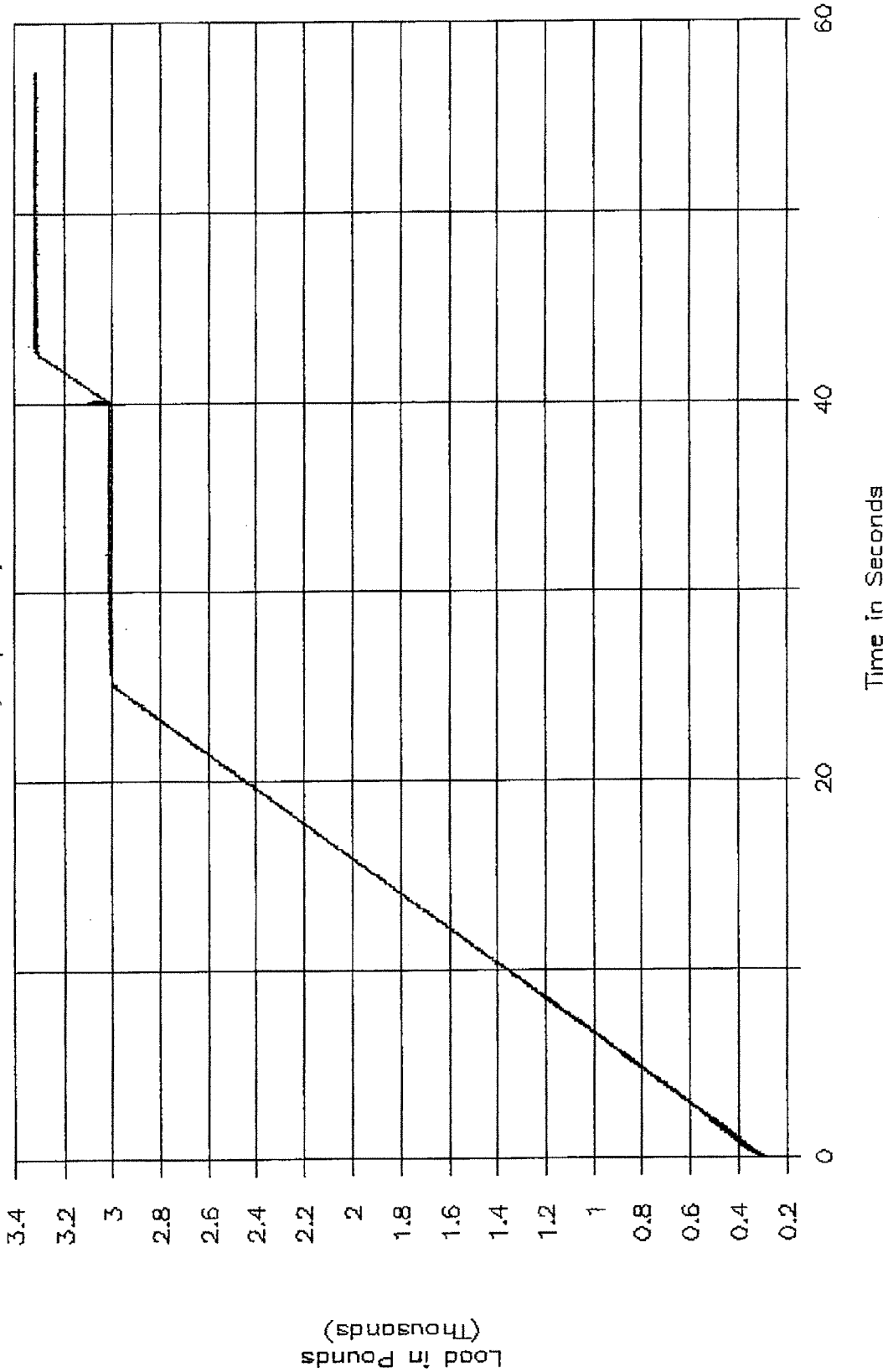
GTL 6627

210, Shoulder Belts, Left Side.



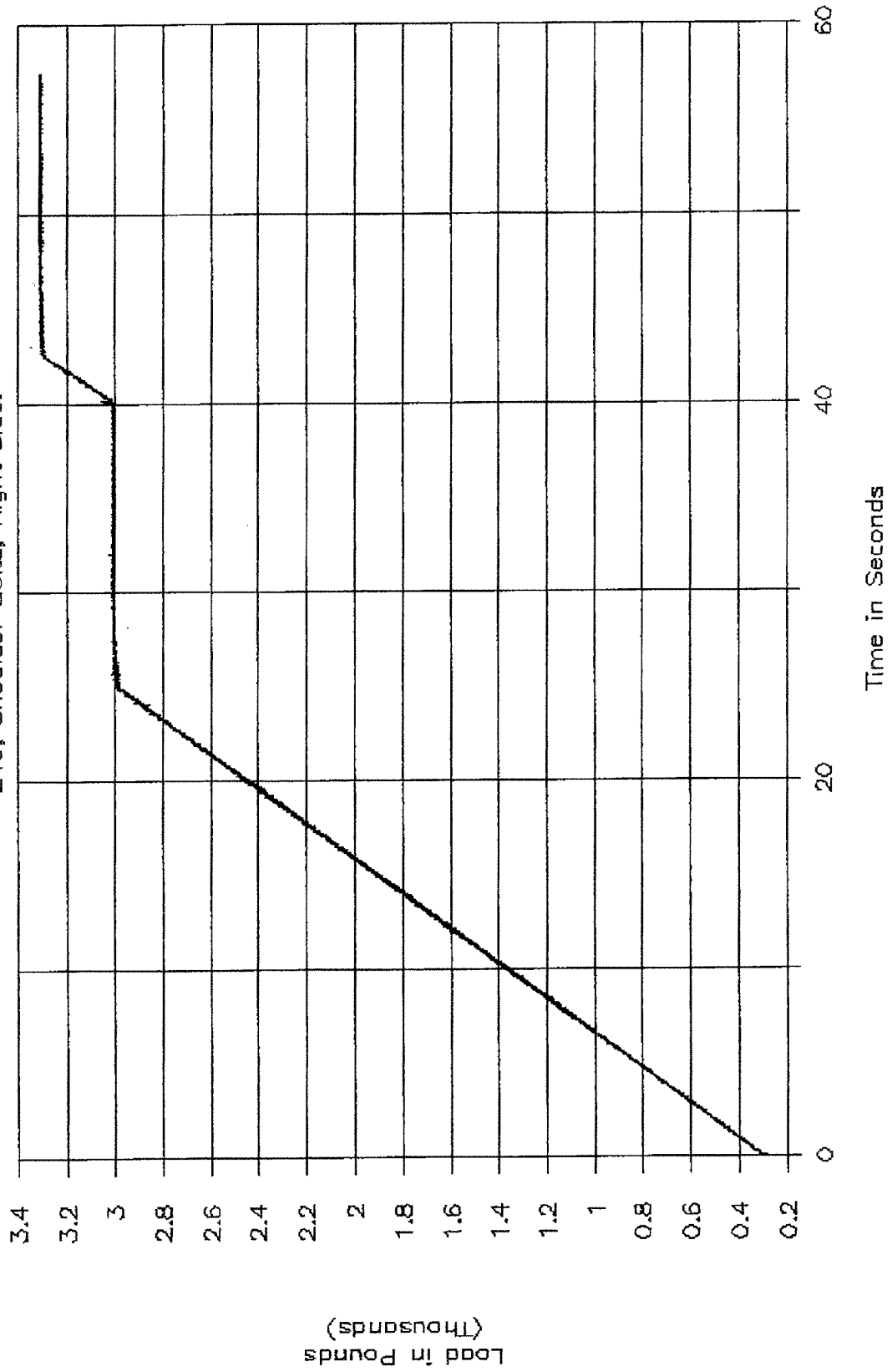
GTL 6527

210, Lap Belts, Left Side.



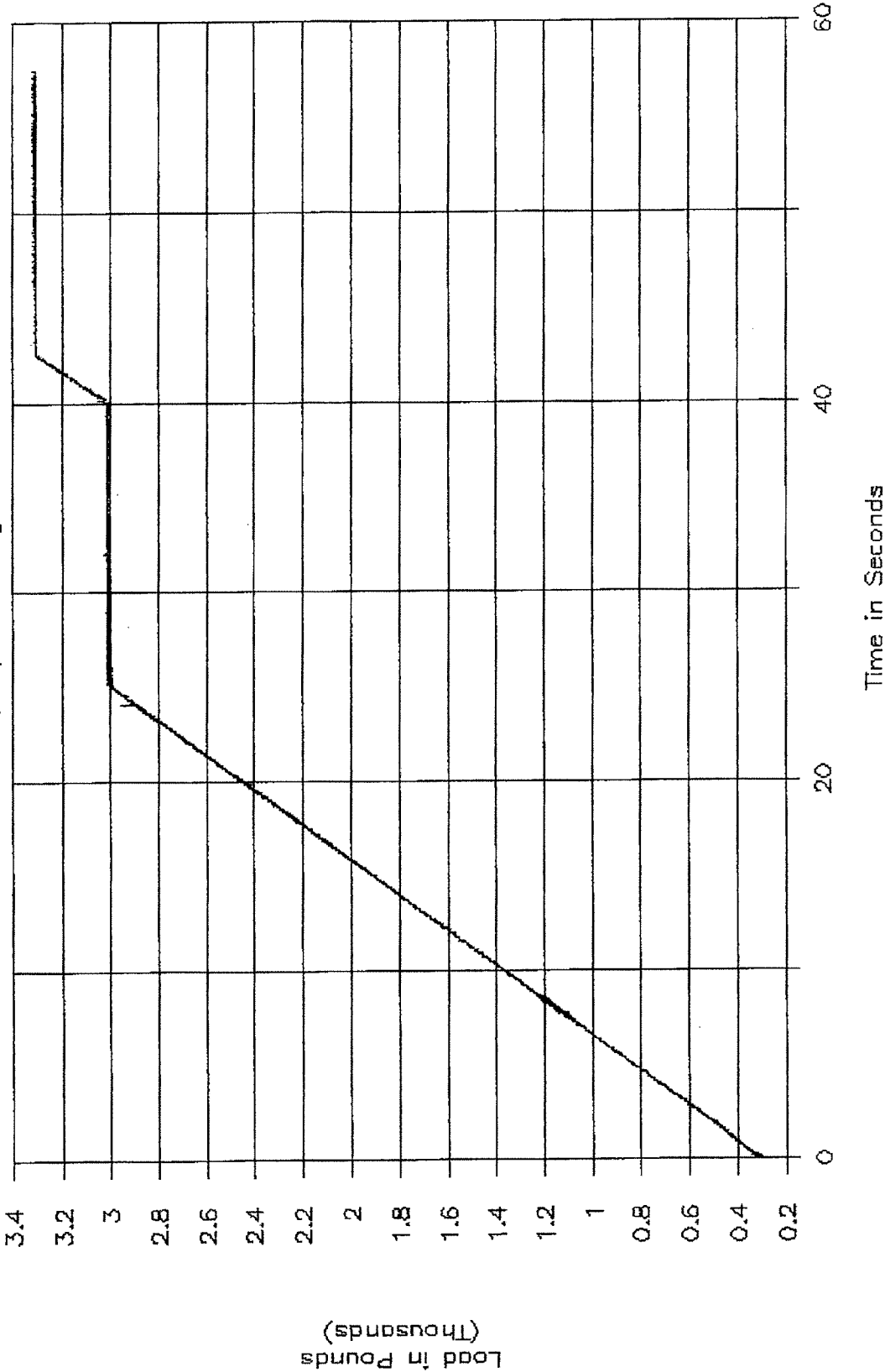
GTL 6627

210, Shoulder Belts, Right Side.

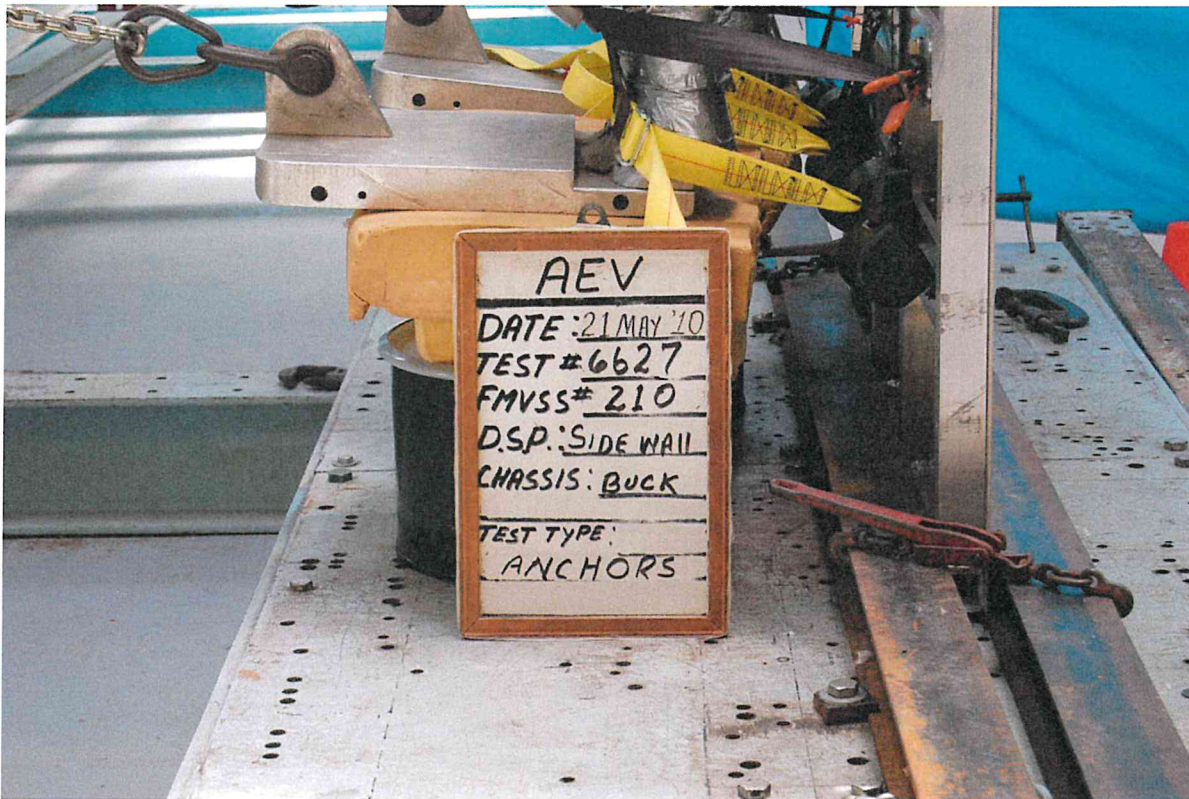


GTL 6627

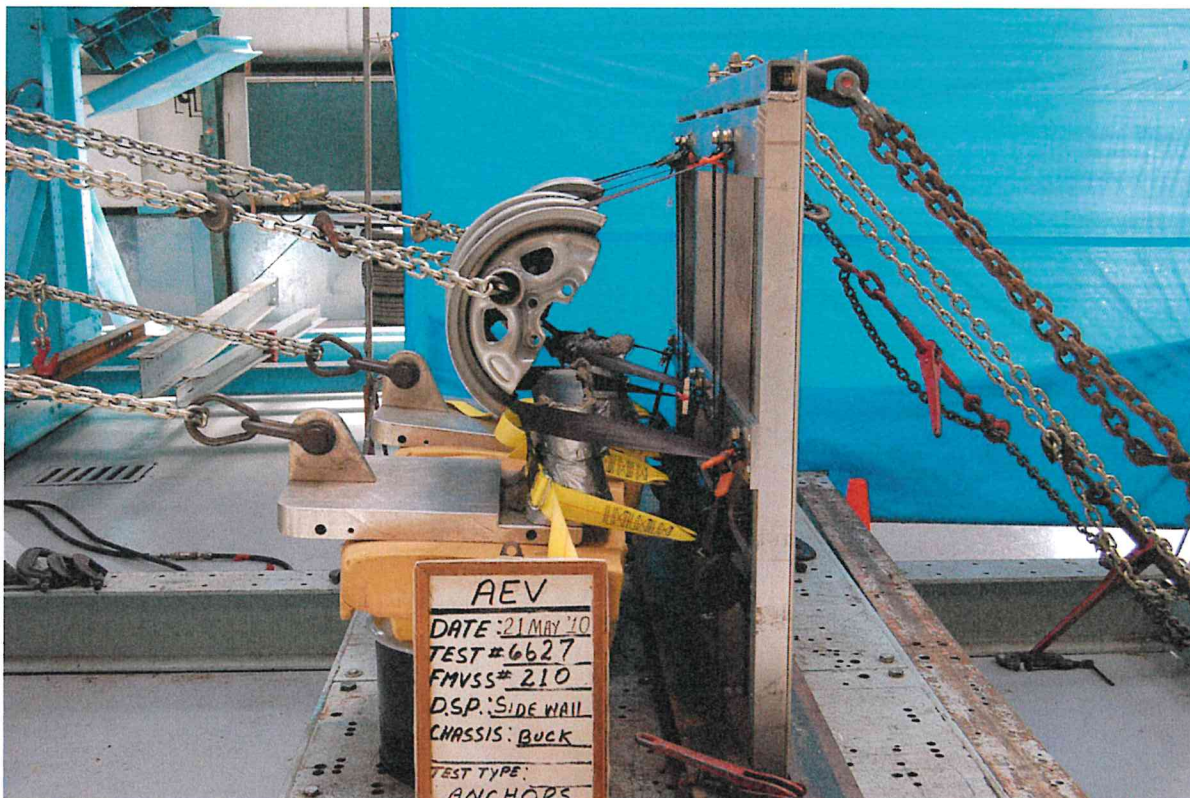
210, Lap Belts, Right Side.



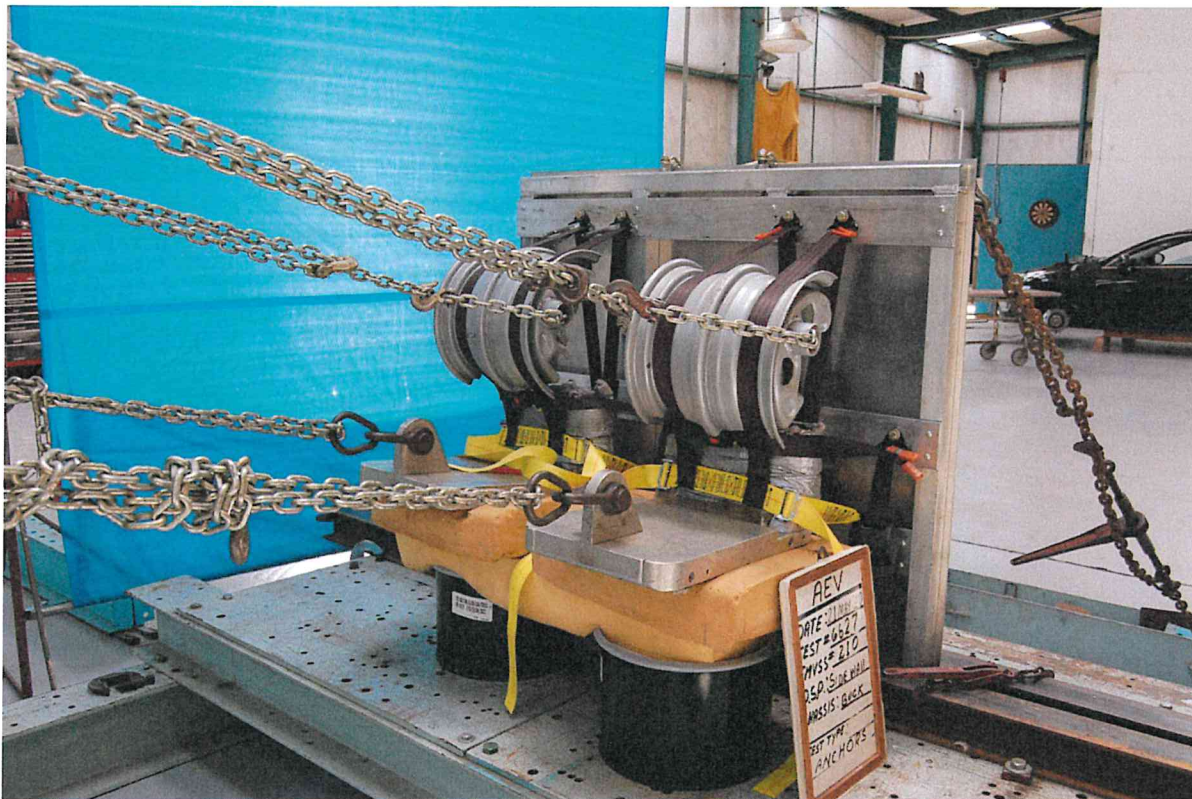
**APPENDIX C
PHOTOGRAPHS**



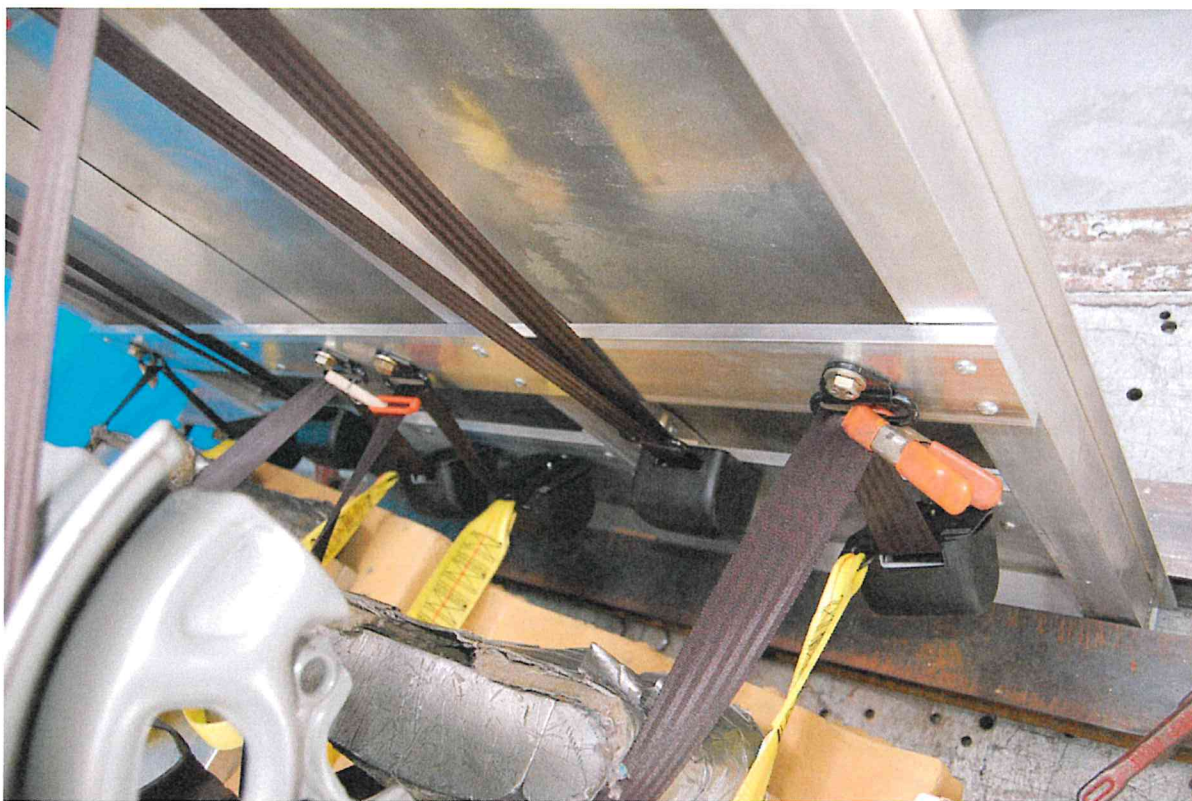
TEST #6627 – 210 TEST SLATE



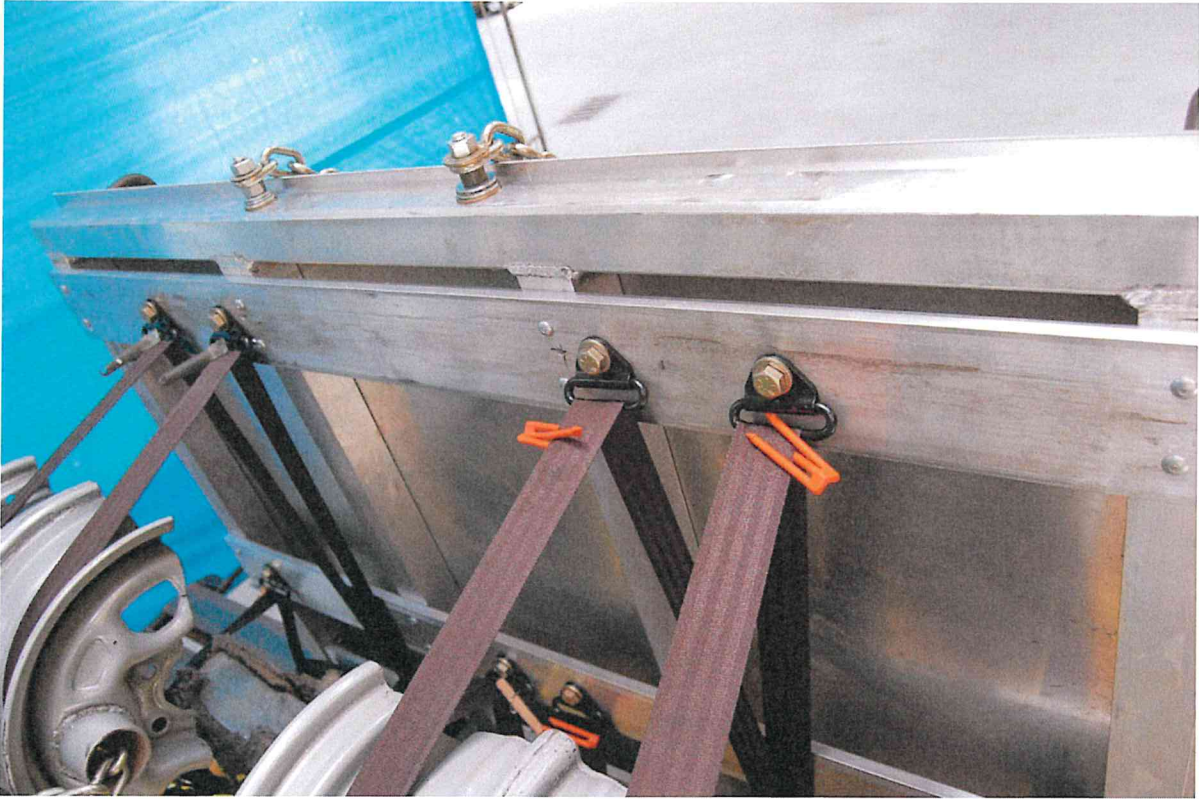
TEST #6627 – 210 PRE-TEST SIDE VIEW AT 10% LOAD



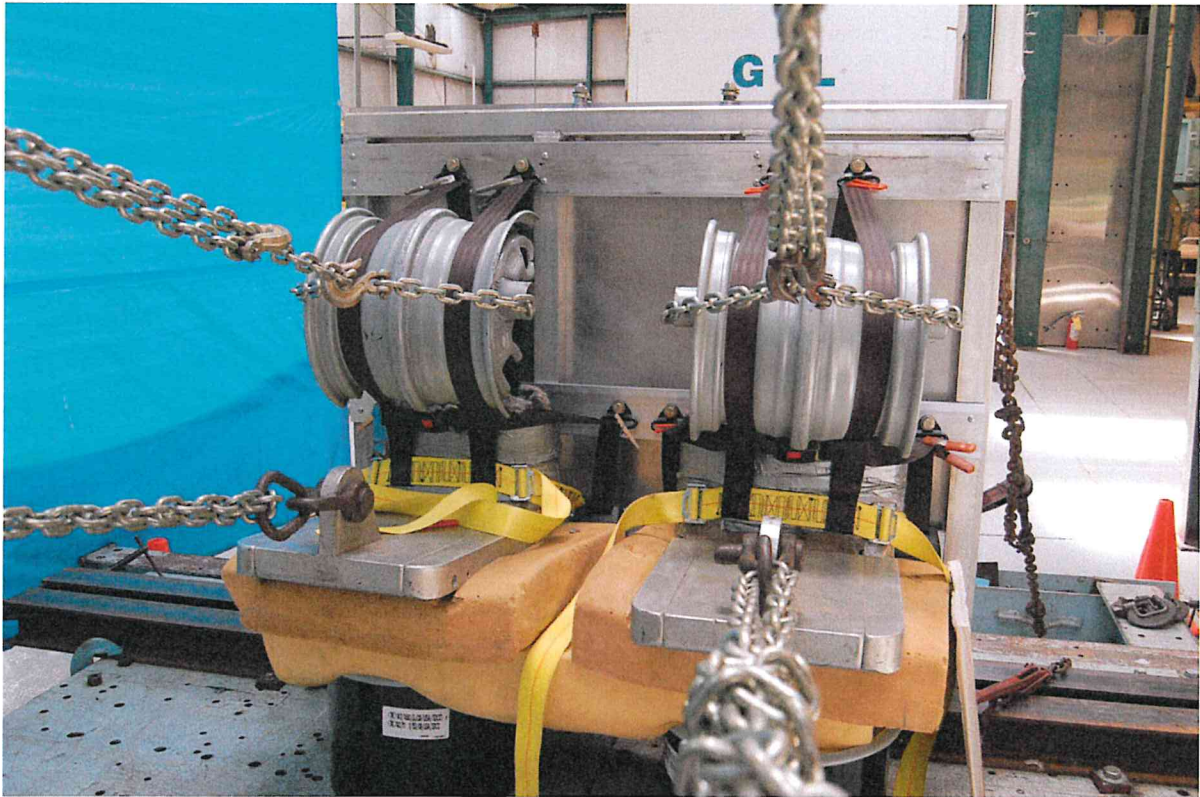
TEST #6627 - 210 PRE-TEST SIDE VIEW AT 10%



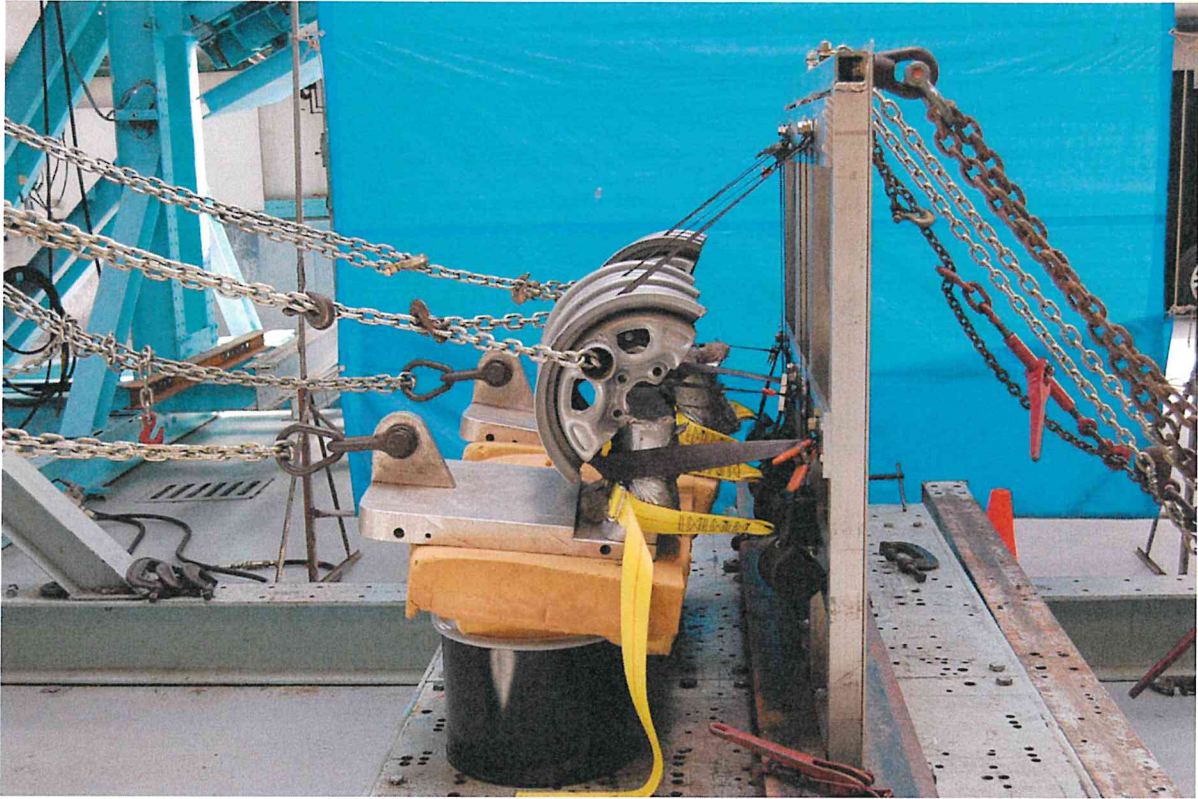
TEST #6627 - 210 PRE-TEST BELT MOUNTING



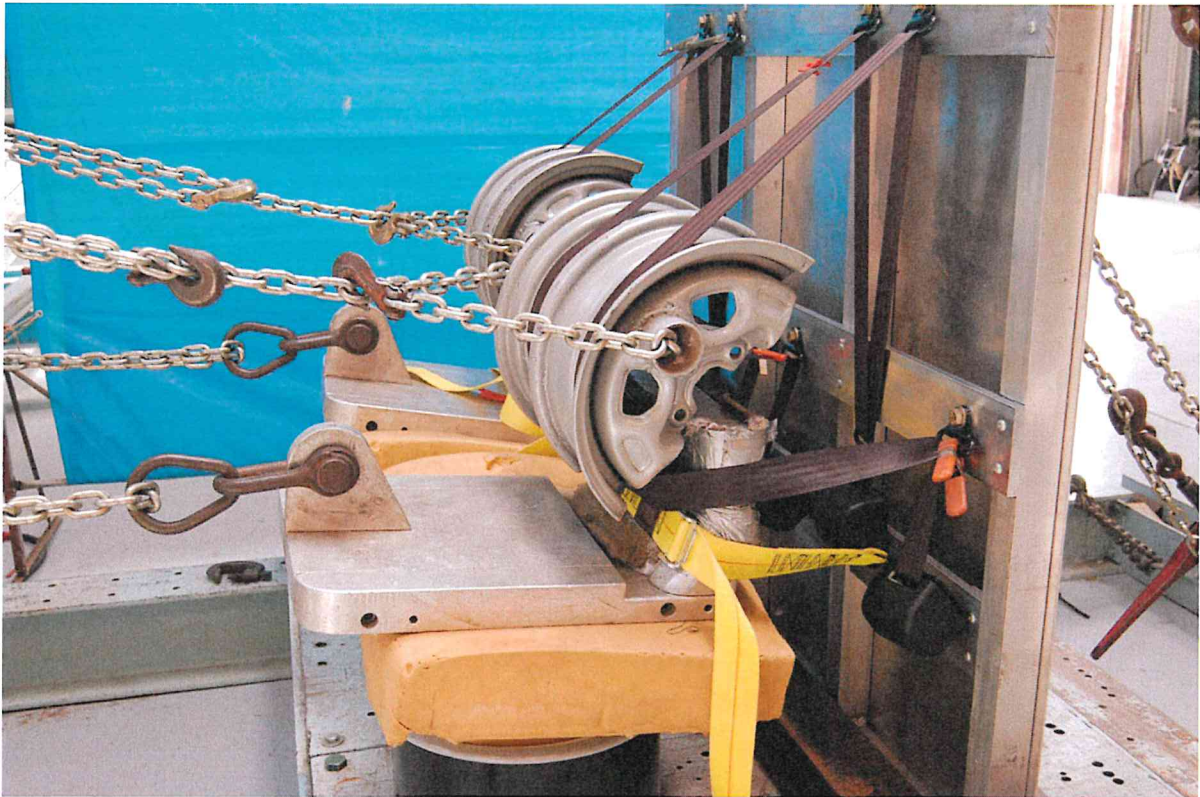
TEST #6627 – 210 PRE-TEST BELT MOUNTING



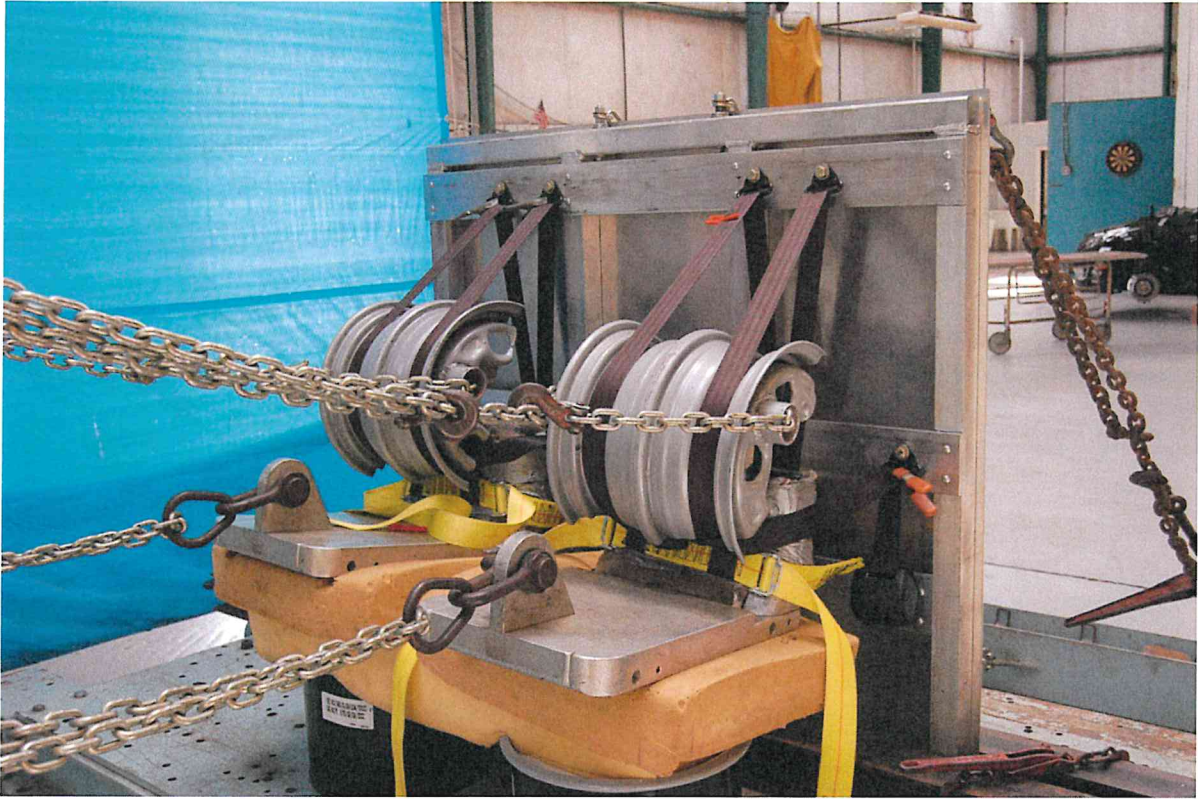
TEST #6627 - 210 PRE-TEST FRONT VIEW



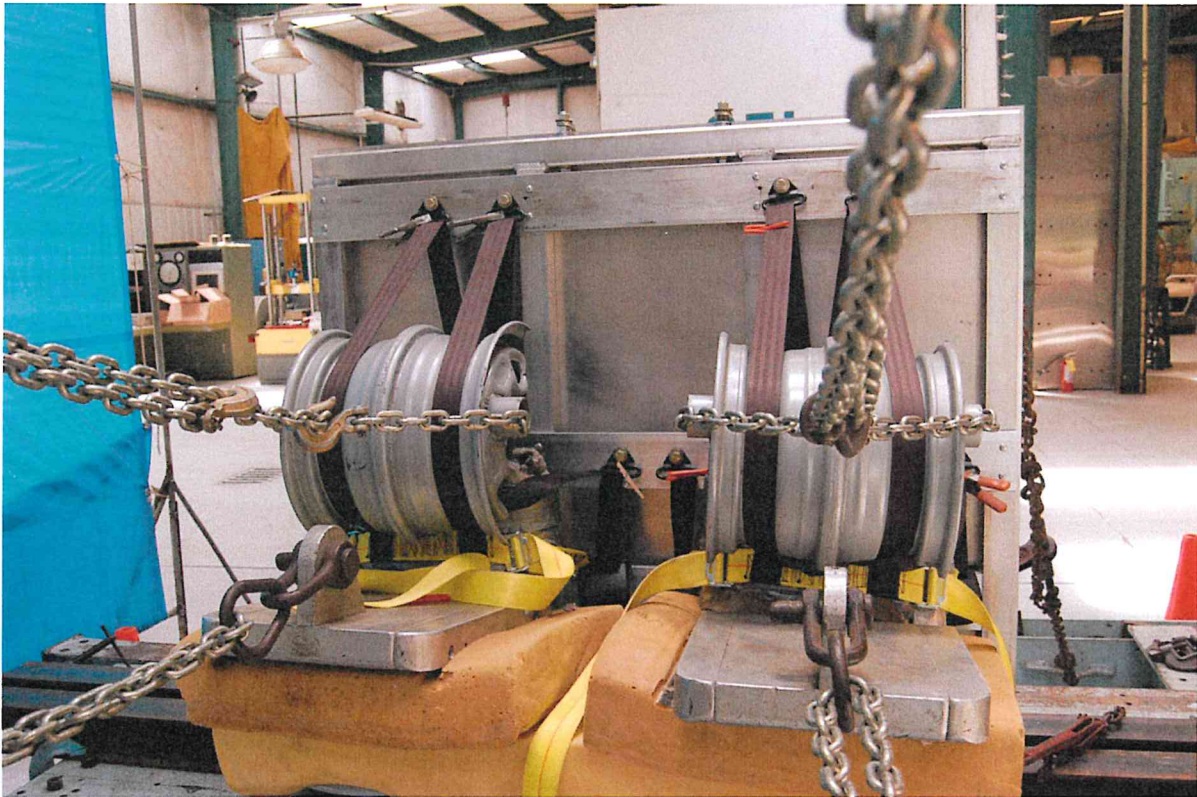
TEST #6627 - 210 POST TEST SIDE VIEW



TEST #6627 - 210 POST TEST SIDE VIEW



TEST #6627 - 210 POST TEST SIDE VIEW



TEST #6627- 210 POST TEST FRONT VIEW



TEST #6627- 210 POST TEST BELT MOUNTING



TEST #6627- 210 POST TEST BELT MOUNTING



TEST #6627 - 210 POST TEST BELT MOUNTING

Please email application & 3 years Audited Financial Details to:
Todd Stevenson
todd.stevenson@revgroup.com
Fax: 855-202-8021
Phone: 303-746-0449

REV Financial Services



MUNICIPAL CREDIT APPLICATION

COMPLETION OF THIS APPLICATION IS NOT A BINDING COMMITMENT

APPLICANT DATA

Applicant Legal Name		Federal Tax ID # (FEIN)		
Address		City	State	Zip Code
Person to Contact	Phone #	Fax #	E-Mail Address	
Person to Contact	Phone #	Fax #	E-Mail Address	
Current Fleet Size:				
Has the Municipality ever defaulted or non-appropriated on an obligation? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If Yes, please explain:				
Will the Municipality issue in excess of \$10 million in tax-exempt obligations during the current fiscal year?				

NEW EQUIPMENT INFORMATION

Quantity	Year, Mfg. Model, Body Type	\$ Requested	Replacement <input type="checkbox"/>	Expansion <input type="checkbox"/>
Quantity	Year, Mfg. Model, Body Type	\$ Requested	Replacement <input type="checkbox"/>	Expansion <input type="checkbox"/>
Term of Financing (in Years)		Estimated Closing Date		
Payment Frequency Required (All Payments are In Advance) <input type="checkbox"/> Annual <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly				
How long has your Municipality been providing the current service?				
What Department will be utilizing the equipment?				
Is this equipment lease payment included in the current Municipal Budget?				
Will this lease payment be made from the Municipal general fund? If not, please explain the source of the payments.				

RATING AGENCY UNDERLYING BOND RATINGS <IF KNOWN>

Moody's Investors Service	Bond Obligation Type	Contact	Telephone #
Standard & Poor's	Bond Obligation Type	Contact	Telephone #
Fitch	Bond Obligation Type	Contact	Telephone #

CERTIFICATION

The undersigned certifies that the above information given for credit purposes is true and correct and authorizes REV Financial by credit bureau or investigation agency to investigate the references, statements or other data listed or accompanying the application. The undersigned authorizes all parties contacted to release credit and financial information as a part of said investigation. The undersigned also confirms that the equipment described above is essential to the functions of the municipality or to the services the municipality provides its citizens. Further, the municipality has an immediate need for, and expects to make immediated use of, substantially all such equipment, which need is not temporary or expected to diminish in the foreseeable future. Such equipment will be used by the municipality only for the purpose of performing one or more of the municipality's governmental or proprietary functions consistent with the permissible scope of its authority.

Signature	Title	Date
-----------	-------	------

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 7, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Jeff Fisher, Public Works Director

Agenda Item:

Motion to approve a work order with Engineering Survey's & Services, Inc. for consultant work on the Highway 42 West Sidewalk Project in an amount not to exceed \$108,998.00.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

Not Applicable

Budgeted Item:

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-773155 Misc Streets/Roads

FY2026 Budgeted Amount:	\$2,200,000 total/\$1,200,000 this project
FY2026 Expenditures to Date (04/27/2026):	(\$ 0.00)
FY2026 Available:	\$2,200,000 total/\$1,200,000 this project
FY2026 Requested Amount:	\$ 108,998

Department Comments and Recommendation:

Due to the economic impact of the original proposal, time spent acquiring easements and complexity of land acquisition, city staff recommends signing a contract with ES&S to redesign Highway 42 TAP Grant sidewalk.

City Attorney Comments:

Not Applicable

City Administrator Comments:

This design will move the sidewalk to the west side of Hwy 42 and be completely located within right-of-way, eliminating the need to acquire easements. This design is estimated to cost significantly less than the original design. Therefore, even though this design cost must be completely paid for by the City (no grant reimbursement as all design funds have been expended), the construction portion will be significantly less than expected ultimately lowering the City's total investment cost by around \$400,000. I concur with the department's recommendation.



**CITY OF OSAGE BEACH
WORK ORDER ESS-01-26**

THIS WORK ORDER (“Work Order”) is issued pursuant to that certain Master Consulting Services Agreement dated March 20th , 2023 (the “Master Agreement”) between the City of Osage Beach, Missouri (“City”) and Engineering Survey’s & Services, Inc. (“Consultant”).

I. TERMS

Pursuant to the Master Agreement, City hereby authorizes Consultant to perform the specific Work described in this Work Order (“Work”) upon the terms stated herein. This Work Order incorporates the Master Agreement by reference, and all terms and conditions of the Master Agreement apply to the Work described herein. In the event of any conflict between this Work Order and the Master Agreement, the Master Agreement shall control unless this Work Order expressly states otherwise and is approved by the City’s Board of Aldermen.

Engineer shall perform the following Work for the City: as outlined in the Consultant’s Highway 42 West Sidewalk Proposal dated April 16, 2026, attach as Exhibit A.

Time of Performance.

- Notice to Proceed: To be Issued
- Milestones: Topographic and Utility Survey, Civil Site Design
- Final Completion:

Compensation. City shall pay Consultant for the Work under this Work Order as follows:

- \$108,998.00

II. ACCEPTANCE

**CITY:
CITY OF OSAGE BEACH**

**CONSULTANT:
ENGINEERING SURVEYS &
SERVICES, INC.**

BY: Richard Ross
ITS: Mayor

BY: Ross Kasmann
ITS: President

Attest:

Attachments:

- Exhibit A - Highway 42 West Sidewalk Proposal



April 16, 2026

Sent via email

Mrs. Devin Lake
City Administrator
1000 City Parkway
Osage Beach MO 65065

**RE: Highway 42
West Sidewalk Proposal**

Dear Mrs. Lake:

Thank you for the opportunity to submit this proposal to provide professional surveying and civil engineering services for the above-referenced project.

We understand the project to be the addition of ADA compliant sidewalks along Hwy 42, from Columbia Avenue to the School of the Osage Drive on the West side of Route 42. We are assuming the project will run along the back of the curb 6-Foot wide from Columbia Blvd. to the middle school along School of the Osage Dr. for a total length of approximately 4,500 Linear Feet. We understand it is the city's interest to provide the construction phase service in house for this project.

We propose the following scope of services:

Boundary, Topographic and Utility Survey:

- Property Research (title work – 3 additional properties scoped)
- Establishing project field control (for design & construction)
- Boundary Surveys (for potential acquisition or construction easements)
- Topographic Surveys (for design)
- Utility Locations (for design)

Civil Site Design:

- Preliminary Plans submittal for compliance review and approval (to MoDOT to include acquisitions and easements)
- Environmental Review submittals to MoDOT, DNR, Aviation, EPA, State Parks, National Fish & Wildlife & FEMA
- Develop an Opinion of Probable Cost
- Coordination meetings with MoDOT, School District & Utilities
- Attend one public outreach (Public and Elected Officials)
- Develop final plans based upon comments from MoDOT and City to include ADA, Stormwater, Erosion Control, Traffic Control, Paving and Grading
- Develop Bidding Documents to MoDOT and Federal Standards
- Submit Final Plans and OPC to MoDOT for approval.

Devin Lake
April 16, 2026
Page 2

Bidding

- Hold a Prebid meeting and walk through the project with potential bidders
- Answer contractor questions
- Distribute addenda as necessary
- Open & Review Bids
- Recommend award to City and MoDOT

Miscellaneous Costs

- Mileage, and Printing

We are prepared to provide these services for the following lump sum fees:

1. Boundary, topographic and utility survey:	\$ 21,490
2. Civil Site Design:	\$ 74,558
3. Bidding :	\$ 12,450
4. Reimbursable Expenses:	<u>\$ 500*</u>

Total \$108,998

*This fee includes \$250 as an allowance for print production and \$250 for milage fees. Costs beyond this allowance will be billed in addition to this fee.

This proposal does not include any work to provide pedestrian signals at either Columbia Blvd. or School of the Osage Dr. If pedestrian signals are required, that scope of work will need to be negotiated as an additional cost for a signal design professional service. Any tasks in addition to those specifically described in the above scope of work will be negotiated separately and billed as extras using the current fee schedule.

This proposal will remain in effect for 90 days from the date noted above unless it is mutually agreed to extend the date.

We appreciate your consideration of this proposal. If you have any questions or if we may offer additional services, please feel free to contact us. For more information on our firm, please visit www.ess-inc.com. Should you wish to engage ES&S for the services outlined above, please sign and return this letter proposal (either hard-copy or electronic signatures are acceptable).

Sincerely,

Brian Williams

Devin Lake
April 16, 2026
Page 3

Branch Manager

Attachments: Terms and Conditions

Proposal Accepted By:

Signature

Date

Terms and Conditions

Engineering Surveys & Services LLC ("the Firm") shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site: Unless otherwise stated, the Firm shall have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities.

Dispute Resolution: Any claims or disputes made during design, construction, or post construction between the Client and the Firm shall be submitted to non-binding mediation.

Billing/Payment: Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payment: Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributed to the sole negligence or willful misconduct of the Firm.

Certification: Guarantees and Warranties: The Firm shall not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of the conditions whose existence the Firm cannot ascertain.

Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the amount of this contract. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or warranty.

Termination of Services: This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents: All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm until payment in full is received.

LIEN 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 MATERIAL TWICE.

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 7, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Richard Ross

Agenda Item:

Motion to Approve appointment nominations by Mayor Ross to the Joint Sewer Board

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Various Missouri Statutes and City Code regarding appointments to the Lake Ozark-Osage Beach Sewerage Treatment Plant Board, referred to as the Joint Sewer Board; RSMo 250.020.1, and City Code Chapter 112.

Deadline for Action:

Yes - current terms are expiring

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Mayor Ross Appointments for consideration:

Alderman Stephen George - Expiration June 1, 2027

City Attorney Comments:

Not Applicable

City Administrator Comments:

City Code Chapter 112 states Osage Beach will have 4 members representing the City on the Joint Sewer Board. *Appointed Members* of the Joint Sewer Board, appointed by the Mayor and approved by the Board of Aldermen, shall include 1 Alderman to serve a 1 year term and 1 City Staff member to serve a 2 year term. The City's other two Joint Sewer Board members are, by title, the Mayor and the Public Works Operation

Manager.

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 7, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Jeff Fisher, Public Works Director

Agenda Item:

Motion to approve work order SMP-2026-01 with Burns & McDonnell Engineering Company for the Sanitary Sewer Master Plan in an amount not to exceed \$700,000.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

Not Applicable

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-733800 Professional Services

FY2026 Budgeted Amount:	\$165,000 total/\$100,000 this project
FY2026 Expenditures to Date (04/28/2026):	(\$212.40)
FY2026 Available:	\$164,788/\$100,000 this project
FY2026 Requested Amount:	\$100,000

Budget Line Item/Title: 30-00-733800 Professional Services

FY2026 Budgeted Amount:	\$335,000 total/\$150,000 this project
FY2026 Expenditures to Date (04/28/2026):	(\$448.65)

FY2026 Available:	\$334,551/\$150,000 this project
FY2026 Requested Amount:	\$150,000

Budget Line Item/Title: 35-00-733800 Professional Services

FY2026 Budgeted Amount:	\$225,000 total/\$150,000 this project
FY2026 Expenditures to Date (04/28/2026):	(\$14,317.05)
FY2026 Available:	\$210,683 total/\$150,000 this project
FY2026 Requested Amount:	\$150,000

Budget Line Item/Title: 35-00-773141 Misc. Sewer Projects

FY2026 Budgeted Amount:	\$1,282,500 total/\$300,000 this project
FY2026 Expenditures to Date (04/28/2026):	(\$ 0.00)
FY2026 Available:	\$1,282,500 total/\$300,000 this project
FY2026 Requested Amount:	\$300,000

Department Comments and Recommendation:

Motion

All three initiatives are in the approved 2026 budget. The “Sewer Master Plan” was in the approved 2025 budget as well but with staff turnover; time for the new Director to evaluate; and the addition of new on-call consultants to choose from, it was delayed until 2026.

Master Planning is common across the country. It captures insights and system data to be used to plan for the future, prioritize needs and inform the 5-yr CIP. It would typically capture assets conditions all over the system. As staff was preparing for this effort, the system evaluation uncovered concerns within the sewer system, described in the last meeting, resulted in a shift in priorities and multiple modifications to the scope of this effort. Data collection and asset conditions will need to continue into 2027, as a result, and likely require continued, additional funding until complete.

In order to determine what improvements are needed, additional evaluation and modeling of the Sands and large force main part of the system, is necessary now. Some

preliminary work and design will help inform and define the project needed and rate analyses will help inform City Leadership as to how to fund the project, along with the water project identified in the current CIP. The data collection effort is a critical component to this scope. This will be a partnership with the consultants to collect and organize data for sewer and also for water and streets/storm. The GIS Specialist and summer intern, along with other PW employees will be a part of this effort. The 2026 budget includes \$300,000 for the Master Plan, \$300,000 for data collection and \$50,000, each for water and sewer rate studies. The rate studies as proposed will cost more than was budgeted, so staff is recommending completing the data collection for GIS as planned, and spending less on actual master planning in this scope, continuing that in another scope after this effort is complete. This scope does include the additional evaluation and modeling to support preliminary design that would be described in a separate scope and fee, specific to the "project". The master planning effort should continue into 2027. The partners are Burns & McDonnell, TREKK and Raftelis, all approved on-call providers.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.



**CITY OF OSAGE BEACH
WORK ORDER (Sewer Master Plan) SMP-2026-01**

THIS WORK ORDER (“Work Order”) is issued pursuant to that certain Master Consulting Services Agreement (the “Master Agreement”) between the City of Osage Beach, Missouri (“City”) and [Burns & McDonnell Engineering Company] (“Consultant”).

I. TERMS

Pursuant to the Master Agreement, City hereby authorizes Consultant to perform the specific Work described in this Work Order (“Work”) upon the terms stated herein. This Work Order incorporates the Master Agreement by reference, and all terms and conditions of the Master Agreement apply to the Work described herein. In the event of any conflict between this Work Order and the Master Agreement, the Master Agreement shall control unless this Work Order expressly states otherwise and is approved by the City’s Board of Aldermen.

Engineer shall perform the following Work for the City:
See Scope Concerning Master Plan

Time of Performance.

- Notice to Proceed: May 10, 2026
- Milestones: See Scope
- Final Completion: Dec 31, 2026

Compensation. City shall pay Consultant for the Work under this Work Order as follows:

- Not to Exceed \$700,000.00

II. ACCEPTANCE

CITY:
CITY OF OSAGE BEACH

CONSULTANT:
[CONSULTANT LEGAL NAME]

BY: Devin Lake
ITS: City Administrator

BY: Cliff Cate
ITS: Director

Attest:

Attachments:
Scope of Work

SCOPE OF SERVICES

INTRODUCTION

This Scope of Services is to provide program management and engineering consulting services to the City of Osage Beach, Missouri, (City) for sanitary sewer master planning. Objectives of this initial effort include:

- confirmation of existing and collection of incomplete/inaccurate sanitary sewer asset location, attribute, and condition assessment data for a subset of the asset inventory;
- operational evaluation of the Sands Lift Station;
- identification of City-desired asset inspection, rehabilitation, and replacement needs and operational improvements;
- development of schedules and cost opinions for identified operational improvements and asset inspection, rehabilitation, and replacement needs based on the limited field inventory and condition assessment data collection results;
- development of a 5-year sewer capital improvement and asset replacement plan (CIP) and multi-year financial plan to fund desired operational improvements and asset inspection, rehabilitation, and replacement needs; and
- development of a multi-year financial plan to fund the water CIP.

The Scope of Services includes work activities for the following Task Series:

- Task Series 100 – Management and Coordination
- Task Series 200 – Data Collection and Asset Inventory
- Task Series 300 – System Planning and Operation Assessment
- Task Series 400 – Asset Management and Facility Maintenance
- Task Series 500 –Capital Improvement and Asset Replacement Plan Development and Sewer Rate Evaluation
- Task Series 600 – Water Rate Evaluation

The Consultant will provide staff resources to assist the City in the performance of program management and engineering consulting services and development of project deliverables as defined in this Scope of Services. It is understood by both the City and Consultant, that as an extension of the City staff, performance of program management and engineering consulting services and deliverables defined in this Scope of Services may be performed and developed jointly by the City and Consultant, not necessarily by the Consultant alone. It is also understood that due to the unknown nature of needs within the City over the term of this Work Order, that final services, work products, or work areas may change, or extend beyond areas defined in this Scope of Services and some services may not be initiated or completed, as mutually agreed upon by the City and Consultant.

BASIC SCOPE OF SERVICES

The Basic Scope of Services to be provided by the Consultant are described below:

TASK SERIES 100 – MANAGEMENT AND COORDINATION

Program Management

- 100) Provide a Project Manager to manage the Consultant and act as the primary liaison with City staff. Project Manager will be responsible for:
- oversight of services performed by the Consultant, including quality assurance and quality control, timely completion of services, program planning, task coordination and implementation, program controls, progress reporting, and work product delivery;
 - providing strategic and day-to-day oversight, coordination, collaboration, and direction to activities related to the project; and
 - managing and administering project and allocating resources to complete the program management and engineering consulting services within scope of services, schedule, and budget limitations.
- 101) Prepare and submit monthly invoices and progress reports. The monthly progress reports will include a summary of activities recently completed and ongoing, list action items for City staff, and identify potential scope of services and schedule adjustments.
- 102) Schedule, prepare for, and conduct a kickoff meeting with City staff. Discussions will be held to review and confirm the project goals, objectives, and schedule; evaluate basic concerns on objectives and implementation of the project; confirm responsibilities and the scope of services; develop public communication and documentation guidelines; discuss any known difficulties that may be encountered with regards to property owners; assign project team contacts and communication protocols; review inspection format and forms; review data and information requests; and discuss presentation of the project work. Prepare agenda and meeting notes and issue notes following kickoff meeting to attendees.
- 103) Schedule, prepare for, and participate in progress and collaboration meetings to discuss and coordinate project activities, provide progress updates, discuss documentation of project accomplishments, review interim deliverables and findings, and achieve timely completion of work activities. Prepare and issue notes following meetings to attendees. This task assumes eight onsite meetings held at the City's offices and 12 meetings conducted by Microsoft Teams.
- 104) Perform internal review of project deliverables in accordance with the Consultant's quality assurance/quality control (QA/QC) program by qualified staff.

- 105) Present the preliminary and final master plan findings at up to two Board of Aldermen meetings (in person) at the direction of the City.

TASK SERIES 200 – DATA COLLECTION AND ASSET INVENTORY

Data Collection and Review

- 200) City shall provide and Consultant will review existing data and information for the sanitary sewers and lift stations located within the study area, including available record drawings, pipe television inspection video, manhole inspection reports, geographic information system (GIS) mapping, OpenGov/Cartegraph data exports, lift station pump manufacturer and model numbers, available lift station Supervisory Control and Data Acquisition (SCADA) data (pump run times and cycle times), and available pump on/off float levels and alarm setpoints. A list of requested initial data will be prepared and provided in advance of the kickoff meeting.
- 201) City shall provide and Consultant will review existing financial data and information, including recent Annual Comprehensive Financial Reports, recent and current utility budgets and actual expenses, service area description, annual utility service revenues, customer and rate class information, current rate schedule/structure, historical billed sewer flow by class, existing debt service obligations and covenants, annual system operation and maintenance expenses, and current CIP. A list of requested initial data will be prepared and provided in advance of the financial plan kickoff meeting (Task 502).

Asset Inventory and Attributes

- 202) With input from the City, select a subset of assets and facilities for initial data collection, field inventory, and condition assessment efforts (Task 206). The subset will be a City-approved list (quantity, asset ID, and location) of sanitary gravity mains, manholes, air release valves, force mains, grinder pump stations, and lift stations. This subset will be assumed to be representative of the City's sanitary system and used for planning projections (Task 210).
- 203) Develop a phased plan and schedule for verifying existing, and obtaining missing, inventory and attribute data of assets not selected for initial data collection, field inventory, and condition assessment efforts (those not selected in Task 202). Indicate where City staff can assist in data collection, field inventory, and condition assessment efforts. Incorporate phased asset inventory and attribute data collection plan and schedule into the draft CIP (Task 500) and Financial Plan (Task 507).

Field Inventory and Condition Assessment

- 204) Prior to commencing field inspections, prepare a field inspection activity notification letter. Submit notification letter to the City for comment. Revise notification letter based on City's review comments. Field inspection crews, including

survey and geotechnical crews, will carry a signed original copy of the approved notification letter.

- 205) Prior to commencing field inspections, develop an inspection plan that includes field inventory and condition assessment protocols, including data attributes to be recorded, and list of assets and facilities to be inspected and inventoried, as previously selected (Task 202). As part of the inspection plan, develop an ArcGIS Online map to assign crew work areas, document known information and conditions of the assets, identify assets to be located and inspected, and track and communicate progress and quantities of assets inspected. Submit inspection plan to the City for comment. Revise inspection plan based on City's review comments.
- 206) Perform field inventory and condition assessment for the assets and facilities identified in Task 202 per the approved inspection plan (Task 205).
- a) Sanitary Gravity Mains
- i) Conduct internal closed-circuit television (CCTV) inspections of up to 4,000 feet of gravity sewer mains using National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) standards. Inspection videos and inspection records will be provided to the City in a digital format acceptable to the City. All informational data on the sewer system pipes will be collected in NASSCO PACP format.
 - ii) The CCTV inspection efforts will be conducted with industry standard equipment. The camera will be moved through the system in either direction at a uniform rate, stopping when necessary, to ensure proper documentation of the pipe conditions, but in no case will the television camera be moved at a speed greater than 30 feet per minute. The camera will be capable of stopping and panning the head of the camera 180 degrees to view any defects, observations, and connections. It will also be capable of taking still photographs of any defects observed.
 - iii) If during the inspection the camera will not pass through the pipe, equipment will be reset in a manner so the inspection can be performed from the opposite direction. If the camera fails to pass through the entire pipe, the location and cause of the camera blockage will be documented and information will be provided to the City, and the inspection will be considered complete (no additional inspection work will be required).
 - iv) Attempt CCTV inspection without cleaning of the assigned pipe segments. Pipe segments with debris or anticipated to have debris that will impede the CCTV camera from traversing the pipe will be cleaned on an hourly basis and approved prior to televising as Optional Services.
 - v) As part of the QA/QC process, specialized data reviews and data queries will be performed to help ensure data completeness. Logical data checks will also be performed to ensure that the values recorded follow and comply with the approved inspection plan (Task 205).

- vi) Deliverables will include:
 - (1) Updated GIS network and asset inventory
 - (2) PACP NASSCO 7 inspection database (Microsoft Access or Excel format)
 - (3) CCTV video files (City-selected format)

b) Sanitary Manholes

- i) Perform up to 50 surface manhole inspections to determine horizontal (x- and y-) coordinates, assess defects, and identify infiltration and inflow (I/I) sources generally using NASSCO Manhole Assessment and Certification Program (MACP) standards. Conduct field inventory to determine horizontal coordinates of an additional 200 manholes (surface inspections will not be performed on these manholes). Inspection records will be provided to the City in a digital format acceptable to the City.
- ii) Manhole inspections will be conducted by two-person crews. Manholes will be inspected along with capturing 360 camera imaging data. Manholes will be inspected from the top-side of the manhole using the CONSULTANT360 camera. Each visible structural component of the manhole will be inspected and assigned a condition rating. Photographic records will be used to supplement and substantiate manhole inspection observations and recommendations. Hydrogen sulfide (H₂S) readings will be taken from each accessible manhole. All manhole inspection data will be digitally recorded as work progresses.
- iii) A sub-meter GPS shot will be taken on each manhole location to determine horizontal coordinates. Measure downs of each incoming and outgoing pipe will be recorded from each accessible manhole.
- iv) Visual inspections of all incoming and outgoing pipes of accessible manholes inspected will be conducted. This will include private service laterals that enter into manholes. Photographs will be taken of the line segments from inside the manhole, showing cracked pipe, offset joints greater than 1-inch, partially or fully collapsed pipe, or obstructions such as roots, debris, or grease. Each photograph will be properly annotated and attached to the specific manhole inspection record.
- v) Field crews will spend a maximum of 20 minutes to locate manholes. A list and general vicinity of manholes that could not be inspected because they were buried or crews were unable to locate will be tabulated and provided to the City to be located and uncovered. Consultant will then follow-up with an inspection of the manhole.
- vi) As part of the QA/QC process, specialized data reviews and data queries will be performed to help ensure data completeness. Logical data checks will also be performed to ensure that the values recorded follow and comply with the approved inspection plan (Task 205).
- vii) Deliverables will include:
 - (1) Updated GIS network and asset inventory
 - (2) Inspection database (Microsoft Access or Excel format)
 - (3) 360-degree imaging data

- c) Sanitary Air Release Valves
 - i) Perform up to 20 surface air release valve inspections to determine horizontal (x- and y-) coordinates and assess defects using approved protocols (Task 205). Conduct field inventory to determine horizontal coordinates of an additional 50 air release and system valves (surface inspections will not be performed on these valves). Inspection records will be provided to the City in a digital format acceptable to the City.
 - ii) Air release valve and valve vault inspections will be conducted by two-person crews. Air release valves and valve vaults will be inspected along with capturing 360 camera imaging data. Air release valves and valve vaults will be inspected from the top-side using the CONSULTANT360 camera. Each visible component of the valve vault and the valves will be inspected and assigned a condition rating. Valves will not be exercised or tested during the inspections. Photographic records will be used to supplement and substantiate air release valve and valve vault inspection observations and recommendations. All system valve and valve vault inspection data will be digitally recorded as work progresses.
 - iii) A sub-meter GPS shot will be taken on each valve location to determine horizontal coordinates.
 - iv) Field crews will spend a maximum of 20 minutes to locate valve vaults. A list and general vicinity of valve vaults that could not be inspected because they were buried or crews were unable to locate will be tabulated and provided to the City to be located and uncovered. CONSULTANT will then follow-up with an inspection of the valve and valve vault.
 - v) As part of the QA/QC process, specialized data reviews and data queries will be performed to help ensure data completeness. Logical data checks will also be performed to ensure that the values recorded follow and comply with the approved inspection plan (Task 205).
 - vi) Deliverables will include:
 - (1) Updated GIS network and asset inventory
 - (2) Condition assessment inspection records
 - (3) 360-degree imaging data

- d) Sanitary Force Mains
 - i) Conduct internal closed-circuit television (CCTV) inspections of up to 2,000 feet of 12- to 24-inch diameter force mains using NASSCO PACP standards. Inspection videos and inspection records will be provided to the City in a digital format acceptable to the City. All informational data on the sewer system pipes will be collected in NASSCO PACP format.
 - ii) The CCTV inspection efforts will be conducted with industry standard equipment. The camera will be moved through the system in either direction at a uniform rate, stopping when necessary, to ensure proper documentation of the pipe conditions, but in no case will the television camera be moved at a speed greater than 30 feet per minute. The camera will be capable of

- stopping and panning the head of the camera 180 degrees to view any defects, observations, and connections. It will also be capable of taking still photographs of any defects observed.
- iii) If during the inspection the camera will not pass through the pipe, equipment will be reset in a manner so the inspection can be performed from the opposite direction. If the camera fails to pass through the entire pipe, the location and cause of the camera blockage will be documented and information will be provided to the City, and the inspection will be considered complete (no additional inspection work will be required).
 - iv) Attempt CCTV inspection without cleaning of the assigned pipe segments. Pipe segments with debris or anticipated to have debris that will impede the CCTV camera from traversing the pipe will be cleaned on an hourly basis and approved prior to televising as Optional Services.
 - v) As part of the QA/QC process, specialized data reviews and data queries will be performed to help ensure data completeness. Logical data checks will also be performed to ensure that the values recorded follow and comply with the approved inspection plan (Task 205).
 - vi) Deliverables will include:
 - (1) Updated GIS network and asset inventory
 - (2) PACP NASSCO 7 inspection database (Microsoft Access or Excel format)
 - (3) CCTV video files (City-selected format)
- e) Grinder Pump Stations
- i) Perform up to 50 grinder pump station inspections to determine horizontal (x- and y-) coordinates and assess defects using approved protocols (Task 205). Conduct field inventory to determine horizontal coordinates of an additional 200 grinder pump stations (inspections will not be performed on these stations). Inspection records will be provided to the City in a digital format acceptable to the City.
 - ii) Grinder pump station inspections will be conducted by two-person crews. Grinder pumps will be inspected along with capturing 360 camera imaging data. Grinder pumps will be inspected from the top-side of the pump station using the CONSULTANT360 camera. Each visible component of the pump station will be inspected and assigned a condition rating. Grinder pumps and valves will not be exercised or tested during the inspections. Photographic records will be used to supplement and substantiate grinder pump station inspection observations and recommendations. All grinder pump inspection data will be digitally recorded as work progresses.
 - iii) A sub-meter GPS shot will be taken on each grinder pump location to determine horizontal coordinates.
 - iv) Field crews will spend a maximum of 20 minutes to locate grinder pump stations. A list and general vicinity of grinder pump stations that could not be inspected because they were buried or crews were unable to locate will be tabulated and provided to the City to be located and uncovered.

CONSULTANT will then follow-up with an inspection of the grinder pump station.

- v) As part of the QA/QC process, specialized data reviews and data queries will be performed to help ensure data completeness. Logical data checks will also be performed to ensure that the values recorded follow and comply with the approved inspection plan (Task 205).
 - vi) Deliverables will include:
 - (1) Updated GIS network and asset inventory
 - (2) Condition assessment inspection records
 - (3) 360-degree imaging data
- f) Sanitary Lift Stations
- i) Perform field inspections on up to 2 lift stations, including the Sands and Rockway Lift Stations, using approved protocols (Task 205). Inspection records will be provided to the City in a digital format acceptable to the City.
 - ii) Lift station inspections will be conducted by two- to four-person crews, including a mechanical and electrical engineer. Lift stations will be inspected along with capturing 360 camera imaging data. Lift stations will be inspected from the top-side of the pump station using the CONSULTANT360 camera. Each visible component of the lift station will be inspected and assigned a condition rating. Pumps and valves will not be exercised or tested during the inspections. Photographic records will be used to supplement and substantiate lift station inspection observations and recommendations. All lift station inspection data will be digitally recorded as work progresses.
 - iii) In the event that the nameplate or equipment make and model is not visible from the surface, exercise reasonable effort to locate the equipment models through available record drawing review.
 - iv) These field inspections will also include measurements of wet wells and valve vaults and pump drawdown tests to support the pump station analysis and operational evaluation (Task 304).
 - v) Document lift station primary and backup power capabilities.
 - vi) A sub-meter GPS shot will be taken on each lift station location to determine horizontal coordinates.
 - vii) Deliverables will include:
 - (1) Updated GIS network and asset inventory
 - (2) Condition assessment inspection records
 - (3) 360-degree imaging data

Geotechnical Investigation

- 207) Conduct a preliminary geotechnical sub-surface investigation of the anticipated Sands Lift Station force main replacement alignment.
- a) Drill three borings to a penetration depth of approximately 5-feet below the anticipated pipe invert elevation (approximately 12- to 15-feet). If auger refusal is encountered prior to reaching proposed depth, the elevation shall be noted and

the boring shall be considered complete. Samples are to be taken at 2.5-foot intervals for full boring depth.

- b) Boring locations will be reviewed and accepted by the City prior to mobilization.
- c) CONSULTANT will be responsible for conducting public utility checks and work with the City to locate any other utilities which may cause interference with drilling activities.
- d) Collect three representative soil samples from the proposed soil boring locations to determine the corrosive potential of the onsite soils to buried metallic pipe. Measure the electrochemical, physical, and chemical properties of the soil, including soil resistivity, pH, oxidation-reduction potential, soluble salt concentrations, and moisture content.
- e) Provide a written report containing the field and laboratory testing procedures and findings of the subsurface investigations.

208) Develop a phased plan and schedule for performing field inventory and condition assessment of assets and facilities not identified in Task 202. Indicate where City staff can perform field inventory and condition assessments and consider condition assessment efforts recently completed by City staff. Incorporate phased condition assessment plan and schedule into the draft CIP (Task 500) and Financial Plan (Task 507).

209) Based on the completed condition assessment (Task 206), prepare proposed rehabilitation and replacement recommendations for the inspected assets and facilities for City review and comment. Incorporate approved recommendations and cost opinions into the draft CIP (Task 500) and Financial Plan (Task 507).

210) Based on the completed condition assessment (Task 206), prepare a proposed methodology for projecting the asset and facility subset condition assessment results and rehabilitation and replacement recommendations to the entire sanitary system. Review the proposed methodology with the City, including the applicable assumptions and limitations. After City approval of the methodology, estimate system-wide rehabilitation and replacement needs and cost opinions and incorporate into the draft CIP (Task 500) and Financial Plan (Task 507).

Sands Lift Station Site Survey

211) Perform a survey to provide a detailed representation of the existing Sands Lift Station property, including boundary lines, topography, and existing improvements and utilities. This survey will serve as the basis for the future architectural and engineering design of a new building to be constructed over and around the existing lift station. No architectural or engineering design of a new building will be performed as part of this Scope of Services.

- a) Perform a field survey to locate and verify all property corners.
- b) Establish or recover a local benchmark onsite for vertical control, referenced to a City-approved vertical datum.

- c) Perform a topographic survey of the property capturing ground elevations to generate one-foot contour lines.
- d) Obtain spot elevations at critical locations, including but not limited to corners of buildings and structures and grade breaks.
- e) Locate existing improvements on the property, including but not limited to buildings, pavement, sidewalks, fences, manholes, and other structures.
- f) Provide detailed location and elevation data for all visible components of the existing lift station and excess flow holding basin, including horizontal location and top of structure elevation for the wet well, valve vault, and manholes; dimensions and location of the lift station control panel, electrical disconnects, and automatic transfer switch; and the location of visible vents, hatches, and other appurtenances related to the lift station.
- g) Locate and identify observable public and private utilities serving the site marked by the third-party utility locating service, including incoming gravity sewer lines, force main, water mains, gas lines, and electrical lines.
- h) Provide one electronic copy of the final survey drawing in AutoCAD (.dwg) format.

TASK SERIES 300 – SYSTEM PLANNING AND OPERATION ASSESSMENT

Flow and Rainfall Monitoring

- 300) Perform influent flow monitoring at the Sands Lift Station to support the pump station analysis and operational evaluation (Tasks 304 through 307).
- a) Install and calibrate two flow meters and mounting rings directly upstream of the Sands Lift Station. Complete a site assessment form for the approved flow monitoring location.
 - b) Verify the flow meter installation and calibration by conducting routine site visits following installation as necessary based on review of FlowWorks data. Site visits shall include the upload and interrogation of all flow data, meter calibration (as needed), velocity profiling, battery replacement, sensor cleaning, and other diagnostic checks. Manual level and velocity readings will be recorded during all site visits to confirm calibration of flow meters as needed.
 - c) Defective meter equipment and/or equipment that cannot be properly calibrated will be removed from the monitoring site and replaced or repaired. In the event a meter fails or requires removal, replace it with a like meter to ensure that data continues to be captured and minimal downtime is experienced.
 - d) Flow monitors shall remain in place for a minimum of a 90-day continuous period. Remove flow meters at the conclusion of the monitoring period.
 - e) Provide and maintain the FlowWorks platform for the entire duration of the monitoring period. Provide the City with access to the platform for data viewing purposes. Ensure connection with equipment, troubleshoot server issues, and provide user support as needed.
 - f) During and following completion of the flow monitoring effort, process the gathered data and develop tabular and graphical summaries. The impact of silt

and debris will be evaluated, and any necessary data adjustments will be made at this time. Hydrographs, level and velocity graphs, and scatterplots will be created for each site.

- 301) Perform rainfall monitoring at the Sands Lift Station to support the pump station analysis (Tasks 304 through 307).
 - a) Install, service, and maintain one continuous recording, electronic rain gauge during the same monitoring period as the flow meters (Task 300). Complete a site assessment form for the rainfall monitoring location. The gauge(s) will record rainfall to one-hundredths of an inch increments.
 - b) The gauge will be checked and data downloaded monthly.
 - c) Data collected from each rain gauge will be analyzed to correlate dry-weather and seasonal peak system flows to rainfall intensity and duration.
- 302) Develop a phased plan and schedule for future flow and rainfall monitoring and data collection to support additional lift station evaluation and hydraulic modeling efforts. Incorporate phased plan, operating and capital costs, and schedule into the draft CIP (Task 500) and Financial Plan (Task 507).

Hydraulic Modeling

- 303) Develop a phased plan and schedule for future system hydraulic model selection, development, calibration, and verification. Incorporate phased hydraulic modeling plan, operating and capital costs, and schedule into the draft CIP (Task 500) and Financial Plan (Task 507). No system-wide hydraulic modeling will be performed as part of this Scope of Services.

Pump Station Analysis and Operational Evaluation

- 304) Complete an analysis of the Sands Lift Station based on the field data collected and existing information (including as-built drawings, pump manufacturer and model numbers, pump run times and cycle times, complaints, and work orders). This analysis will include determining the conditions each pump is currently running at, reviewing the sizing and head conditions of the pumps, determining the condition of lift station components, and reviewing future flow needs.
- 305) Complete hydraulic capacity model and analysis including size analysis of the force main system to simulate the current and future operating conditions. Develop system head curve and plot pump curves against system head curves. Calculate force main velocities.
- 306) Analyze operational data from the SCADA system to evaluate the performance of the pump stations. Determine pump run time and cycle frequency and wet well detention time.
- 307) Prepare recommendations for improving pump station operation and develop preliminary design lift station and force main capacity recommendations.

308) Review current and past odor control measures at the lift stations and ARVs and their effectiveness. Investigate potential sources of odor by determining detention times and wet well mixing adequacy. Review other odor control options and costs and make recommendations.

309) Prepare a Sands Lift Station standard operating procedure (SOP) for routine operation, emergency response, and maintenance. The document will serve as a reference and training tool for operations and maintenance personnel. The document will include a facility overview, normal operating procedures, wet weather operating procedures including operation of the excess flow holding basin, alarm and emergency response procedures, and maintenance procedures. Submit the draft SOP to the City for review and comment. Incorporate City review comments into the SOP as applicable and submit an electronic copy of the final SOP to the City.

Fats, Oils and Grease (FOG) Control Program

310) Prepare and submit a request for information to the City for data and reports related to the City's fats, oils and grease (FOG) control activities. Review information provided by the City to become generally familiar with the City's FOG-related activities, status, and reporting tools and templates.

311) Based on the information provided (Task 401), develop a phased plan and schedule for developing and implementing a FOG Control Program Plan for the City. Incorporate phased plan, operating and capital costs, and schedule into the draft CIP (Task 500) and Financial Plan (Task 507).

Capacity, Management, Operations and Maintenance (CMOM) Program

312) Prepare and submit a request for information to the City for data and reports related to the City's capacity, management, operations, and maintenance (CMOM) activities. Review information provided by the City to become generally familiar with the City's CMOM activities, status, and reporting tools and templates.

313) Using the *Checklist for Conducting Evaluations of Wastewater Collection System CMOM Programs*, document the City's current CMOM activities, tools, and resources based on interviews with appropriate City staff. This task assumes two staff interviews conducted via Microsoft Teams.

314) Based on the information provided (Tasks 312 and 313), develop a phased plan and schedule for developing and implementing a CMOM Program Plan for the City. Incorporate phased plan, operating and capital costs, and schedule into the draft CIP (Task 500) and Financial Plan (Task 507).

315) Prepare and submit a request to the City for available historical odor complaint, overflow, basement backup, asset failure, and pipe blockage information (including

locations). Assist the City with developing a GIS map of these locations and submit to the City in a file geodatabase format for the City's use for future tracking.

TASK SERIES 400 – ASSET MANAGEMENT AND FACILITY MAINTENANCE

Likelihood/Consequence of Failure and Risk

400) Develop a phased plan and schedule for developing, determining, and documenting likelihood and consequence of failure (L/CoF) and risk categories, factors, and prioritization scoring of sanitary assets. Incorporate phased risk prioritization plan and schedule into the draft CIP (Task 500) and Financial Plan (Task 507). Once complete, this methodology will be used to prioritize the future inspection, repair, and replacement of sanitary assets.

Facility Preventive Maintenance Program

401) Prepare and submit a request for information to the City for available asset O&M manuals and available asset nameplate and equipment make and model information from the City for the Sands and Rockway Lift Stations, one simplex grinder pump station, one duplex grinder pump station, and one triplex grinder pump station. If any asset O&M manuals are unavailable, request asset O&M manual from the manufacturer.

402) Prepare and submit a request for information to the City for current OpenGov/Cartegraph preventive maintenance (PM) tasks for assets associated with the facilities listed in Task 401. Compare current PM tasks from OpenGov/Cartegraph to manufacturer-recommended PM tasks. Provide a summary of recommended asset PM updates to the City in a digital format suitable for import or manual entry by the City. Assist City staff in an advisory capacity as they perform the recommended updates to OpenGov/Cartegraph.

403) Develop/revise guidance for inputting/revising PM tasks in OpenGov/Cartegraph (include guidance for grouping facility tasks). Provide general guidance on modifying and documenting standard PM tasks and frequency based on O&M history and experience.

404) Review OpenGov/Cartegraph equipment coding and PM template documentation. Review existing asset OpenGov/Cartegraph PM templates and tasks (actions, frequency, typical level of effort). Verify that the updated PM tasks are appropriately generating work orders.

TASK SERIES 500 – SEWER CAPITAL IMPROVEMENT AND ASSET REPLACEMENT PLAN DEVELOPMENT AND SEWER RATE EVALUATION

CIP Development

500) Utilizing the City’s existing sanitary sewer system budget and CIP, develop a draft updated 10-year CIP by incorporating the various phased plans and schedules developed in this Scope of Services (Tasks 203, 208-210, 302, 303, 311, 314, and 400). Submit the draft CIP to the City for review and review and discuss the draft CIP at a regularly scheduled meeting with the City. Any revisions to the CIP will be agreed upon for purposes of finalizing the sewer rate evaluation.

Financial Planning

501) Prepare a comparison of the City’s existing utility rates to comparable peers as a basis for discussion and determine if additional types of fees may be appropriate to be analyzed and considered for use by the City’s utilities.

502) Schedule, prepare for, and conduct an in-person financial plan kick-off meeting separate from regularly scheduled meetings (Tasks 102 and 103). The meeting objectives are to discuss the City’s preliminary pricing objectives and review the data request for the financial plan, cost of service, and rate setting efforts.

503) Conduct up to three virtual (Microsoft Teams) interviews with City staff to obtain a thorough understanding of the financial, operational, regulatory, and political environments. Existing rate policies and ordinances will be reviewed for consistency with current and possible future fees. Key issues, areas of concern, and pricing objectives will be reviewed and discussed. Historical information will be reviewed related to costs, customers, usage, demand patterns, capital spending, plant in service, and revenues generated to provide a better understanding of recent changes in operating characteristics and to develop appropriate trends and growth factors for creating financial forecasts. Other information reviewed will include regulatory requirements, bond covenants, contractual requirements, and capital plans for each utility. Identify assumptions used to allocate and project costs that will be integrated into the rate model.

504) Schedule, prepare for, and conduct a virtual (Microsoft Teams) meeting separate from regularly scheduled meetings (Tasks 102 and 103) to review preliminary assumptions and findings that will be integrated into the rate model.

Consumption and Current Revenue Analysis

505) Collect comprehensive operation and customer billing information to classify customers and project user demand over the planning period. Study available historical consumption of the City’s different customer types in order to arrive at a corresponding usage and growth rate for each type. As a result of these analyses, develop projections of consumption for the forecast period under various scenarios, resulting in an optimistic projection, pessimistic projection, and most likely projection.

Examine the City's current customer classifications and identify any changes that may be necessary to make them more consistent with current industry practices and standards. Calculate revenues under current rates at projected consumption levels (optimistic, pessimistic, and most likely) to understand the potential revenues realizable. Compare these revenues to the revenue requirements forecast in the City-approved CIP (Task 500) to understand the magnitude of the potential shortfall under the current rates.

Development of Financial Plans

- 506) Evaluate the City's operating and capital reserve requirements as well as financial and rate policies and recommend appropriate changes to the existing policies that will allow the utility to most effectively meet their financial goals. These financial policy requirements will include identifying appropriate target reserve levels for the operating and capital programs; when these reserves can be used; infrastructure replacement funding from operations; debt funding of CIP, if needed; review of the level of transfers to the general fund; and debt service coverage designed to allow the City to meet its financial objectives and goals while achieving improved rate stability and revenue sufficiency. Provide recommendations on how the City may fund operating and maintenance expenses that do not occur annually.
- 507) Develop forecasts of revenue requirements over the multi-year planning period. Revenue requirements will be projected over the rate-setting period based on historical results, the current budget, capital improvement plans, master planning studies, existing debt service, other obligations, and current economic trends. The effect of variations in factors that impact the utility's revenue requirements will be evaluated. Provide comparisons of potential revenue requirement scenarios for review with the City to identify the most appropriate revenue requirements for proposed rates. Projecting revenue adjustments over a multi-year planning horizon can illustrate future rate impacts and potential challenges to the City's financial situation. This will allow the City to adjust its expenses, transfers, and reserve balances or schedule capital projects to smooth rate impacts and maintain financial stability.
- 508) Develop a multi-year cash flow analysis to determine the revenue adjustments needed to meet projected revenue requirements for the multi-year planning period while minimizing sharp rate fluctuations. The cash flow worksheet incorporates revenues generated from different sources, expenses needed to maintain the utility systems, any transfers in and out of the enterprise fund, as well as the coverage needed to meet current and proposed debt service requirements. The level of the transfers will be considered and compared to industry standards as well as considered based on regulatory guidelines. Review the reserve policies to recommend appropriate reserve balances consistent with industry standards and the City's desire to appropriately address risk associated with various factors, including emergency expenditures or revenue shortfalls.

509) Schedule, prepare for, and conduct a virtual (Microsoft Teams) meeting separate from regularly scheduled meetings (Tasks 102 and 103) to review preliminary multi-year financial plans.

Cost of Service Analysis and Rate Calculation

510) Acknowledging the revenue requirements are dependent on the assumptions established in the preceding financial plan and capital planning tasks, perform a cost of service analysis. Following the basic premise of cost of service allocations set forth by state and local laws, the Water Environment Federation's (WEF) Manual of Practice No. 27: *Financing and Charges for Wastewater Systems Manual*, and other authoritative bodies, complete a cost functionalization to allocate costs to the various functions within the utility.

511) After the revenue requirements have been functionalized, classified, and allocated, the consumption analysis will be used and combined with the new revenue requirements to calculate user rates reflecting the City's specific rate goals and objectives. Review the City's current rate structure and compare it to industry standards.

512) Review the City's existing sewer impact fees, plant capacity fees, and other capital charges for new customers connecting to the sewer system and evaluate if they are recovering the appropriate value to ensure equity with the City's existing customers. Update the capital charges with the latest available fixed asset information and capital improvement plan cost data. Projected revenue from the capital charges will be reflected in the overall financial plan for the sewer utility.

513) Develop a rate model which incorporates the rate structures and rate calculation methodologies that are identified. Using the model, project rates for the forecast period to ensure that all covenant requirements are met and provide the rates and working copies of rate model drafts in Microsoft Excel format to the City for review and comment. Schedule, prepare for, and conduct a virtual (Microsoft Teams) meeting separate from regularly scheduled meetings (Tasks 102 and 103) to review the entire cost-of-service and rate-setting process and review preliminary rates.

514) Based on the City-approved rate structures, develop a comparison of the cost of service to rate recovery under the new rates as well as existing rates. This will allow the City to understand any inequities in the existing rate structure as well as how any proposed changes to the rate structure addresses those inequities.

Reports and Presentations

515) Prepare draft rate study report to document the rate development process, describe any proposed changes to the existing rate structure, and present the results of the cost of service and rate study analysis. Submit an electronic copy of the draft report to the City for review and comment.

- 516) Schedule, prepare for, and conduct a virtual (Microsoft Teams) meeting separate from regularly scheduled meetings (Tasks 102 and 103) to review the draft report and provide guidance on use of the rate model (Microsoft Excel format).
- 517) Incorporate City review comments into the rate study report as applicable and submit an electronic copy of the final rate study report to the City.
- 518) Prepare a draft presentation to summarize the rate study process, findings, and results and submit an electronic copy to the City for review and comment. Incorporate City review comments into the presentation as applicable and submit an electronic copy of the final presentation to the City.
- 519) Present the rate study presentation at up to two Board of Aldermen meetings (in person) at the direction of the City.

TASK SERIES 600 – WATER RATE EVALUATION

CIP Development

- 600) Utilizing the City's existing drinking water system budget and CIP, develop a draft updated 10-year CIP. Submit the draft CIP to the City for review and review and discuss the draft CIP at a regularly scheduled meeting with the City. Any revisions to the CIP will be agreed upon for purposes of finalizing the water rate evaluation.

Financial Planning

- 601) Prepare a comparison of the City's existing water rates to comparable peers as a basis for discussion and determine if additional types of fees may be appropriate to be analyzed and considered for use by the City's utilities.
- 602) Schedule, prepare for, and conduct an in-person financial plan kick-off meeting separate from regularly scheduled meetings (Tasks 102 and 103). The meeting objectives are to discuss the City's preliminary pricing objectives and review the data request for the financial plan, cost of service, and rate setting efforts.
- 603) Conduct up to three virtual (Microsoft Teams) interviews with City staff to obtain a thorough understanding of the financial, operational, regulatory, and political environments. Existing rate policies and ordinances will be reviewed for consistency with current and possible future fees. Key issues, areas of concern, and pricing objectives will be reviewed and discussed. Historical information will be reviewed related to costs, customers, usage, demand patterns, capital spending, plant in service, and revenues generated to provide a better understanding of recent changes in operating characteristics and to develop appropriate trends and growth factors for creating financial forecasts. Other information reviewed will include regulatory requirements, bond covenants, contractual requirements, and capital

plans for each utility. Identify assumptions used to allocate and project costs that will be integrated into the rate model.

- 604) Schedule, prepare for, and conduct a virtual (Microsoft Teams) meeting separate from regularly scheduled meetings (Tasks 102 and 103) to review preliminary assumptions and findings that will be integrated into the rate model.

Consumption and Current Revenue Analysis

- 605) Collect comprehensive operation and customer billing information to classify customers and project user demand over the planning period. Study available historical consumption of the City's different customer types in order to arrive at a corresponding usage and growth rate for each type. As a result of these analyses, develop projections of consumption for the forecast period under various scenarios, resulting in an optimistic projection, pessimistic projection, and most likely projection. Examine the City's current customer classifications and identify any changes that may be necessary to make them more consistent with current industry practices and standards. Calculate revenues under current rates at projected consumption levels (optimistic, pessimistic, and most likely) to understand the potential revenues realizable. Compare these revenues to the revenue requirements forecast in the City-approved CIP (Task 600) to understand the magnitude of the potential shortfall under the current rates.

Development of Financial Plan

- 606) Evaluate the City's operating and capital reserve requirements as well as financial and rate policies and recommend appropriate changes to the existing policies that will allow the utility to most effectively meet their financial goals. These financial policy requirements will include identifying appropriate target reserve levels for the operating and capital programs; when these reserves can be used; infrastructure replacement funding from operations; debt funding of CIP, if needed; review of the level of transfers to the general fund; and debt service coverage designed to allow the City to meet its financial objectives and goals while achieving improved rate stability and revenue sufficiency. Provide recommendations on how the City may fund operating and maintenance expenses that do not occur annually.
- 607) Develop forecasts of revenue requirements over the multi-year planning period. Revenue requirements will be projected over the rate-setting period based on historical results, the current budget, capital improvement plans, master planning studies, existing debt service, other obligations, and current economic trends. The effect of variations in factors that impact the utility's revenue requirements will be evaluated. Provide comparisons of potential revenue requirement scenarios for review with the City to identify the most appropriate revenue requirements for proposed rates. Projecting revenue adjustments over a multi-year planning horizon can illustrate future rate impacts and potential challenges to the City's financial situation. This will allow the City to adjust its expenses, transfers, and reserve

balances or schedule capital projects to smooth rate impacts and maintain financial stability.

- 608) Develop a multi-year cash flow analysis to determine the revenue adjustments needed to meet projected revenue requirements for the multi-year planning period while minimizing sharp rate fluctuations. The cash flow worksheet incorporates revenues generated from different sources, expenses needed to maintain the utility systems, any transfers in and out of the enterprise fund, as well as the coverage needed to meet current and proposed debt service requirements. The level of the transfers will be considered and compared to industry standards as well as considered based on regulatory guidelines. Review the reserve policies to recommend appropriate reserve balances consistent with industry standards and the City's desire to appropriately address risk associated with various factors, including emergency expenditures or revenue shortfalls.
- 609) Schedule, prepare for, and conduct a virtual (Microsoft Teams) meeting separate from regularly scheduled meetings (Tasks 102 and 103) to review preliminary multi-year financial plans.

Cost of Service Analysis and Rate Calculation

- 610) Acknowledging the revenue requirements are dependent on the assumptions established in the preceding financial plan and capital planning tasks, perform a cost of service analysis. Following the basic premise of cost of service allocations set forth by state and local laws, the *American Water Works Association (AWWA) Manual M-1, Principles of Water Rates, Fees, and Charges*, and other authoritative bodies, complete a cost functionalization to allocate costs to the various functions within the utility.
- 611) After the revenue requirements have been functionalized, classified, and allocated, the consumption analysis will be used and combined with the new revenue requirements to calculate user rates reflecting the City's specific rate goals and objectives. Review the City's current rate structure and compare it to industry standards.
- 612) Review the City's existing water impact fees and other capital charges for new customers connecting to the sewer system and evaluate if they are recovering the appropriate value to ensure equity with the City's existing customers. Update the capital charges with the latest available fixed asset information and capital improvement plan cost data. Projected revenue from the capital charges will be reflected in the overall financial plan for the water utility.
- 613) Develop a rate model which incorporates the rate structures and rate calculation methodologies that are identified. Using the model, project rates for the forecast period to ensure that all covenant requirements are met and provide the rates and working copies of rate model drafts in Microsoft Excel format to the City for review

and comment. Schedule, prepare for, and conduct a virtual (Microsoft Teams) meeting separate from regularly scheduled meetings (Tasks 102 and 103) to review the entire cost-of-service and rate-setting process and review preliminary rates.

- 614) Based on the City-approved rate structures, develop a comparison of the cost of service to rate recovery under the new rates as well as existing rates. This will allow the City to understand any inequities in the existing rate structure as well as how any proposed changes to the rate structure addresses those inequities.

Reports and Presentations

- 615) Prepare draft rate study report to document the rate development process, describe any proposed changes to the existing rate structure, and present the results of the cost of service and rate study analysis. Submit an electronic copy of the draft report to the City for review and comment.
- 616) Schedule, prepare for, and conduct a virtual (Microsoft Teams) meeting separate from regularly scheduled meetings (Tasks 102 and 103) to review the draft report and provide guidance on use of the rate model (Microsoft Excel format).
- 617) Incorporate City review comments into the rate study report as applicable and submit an electronic copy of the final rate study report to the City.
- 618) Prepare a draft presentation to summarize the rate study process, findings, and results and submit an electronic copy to the City for review and comment. Incorporate City review comments into the presentation as applicable and submit an electronic copy of the final presentation to the City.
- 619) Present the rate study presentation at up to two Board of Aldermen meetings (in person) at the direction of the City.

ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS

The following assumptions, clarifications, and exclusions are made in the preparation of this scope of services:

- The City will provide requested data timely and at the level of detail requested, which Consultant shall rely on in the execution of the Scope of Services without independent verification.
- Following project meetings, Consultant will provide a summary of information reviewed and decisions made during the meeting for the City's review and approval. These documented decisions shall form the basis for subsequent work unless commented upon by the City within five (5) business days.
- The City will attend requested meetings.

- The City will review and approve key project deliverables in a timely manner as the project progresses. Consultant will not proceed with dependent tasks until approval is received.
- Prior to beginning field activities, the City will notify property owners within the field investigation areas of the field activities and the anticipated schedule of such.
- Consultant will document pre-existing conditions on private property when access to private property is necessary to execute the Scope of Services.
- Unless specifically provided by the City, no system capacity improvements or expansions/extensions will be reviewed, modeled, or accounted for in the CIP development.
- GIS deliverables will be created in ESRI's ArcGIS Pro 3.4.2 software and be in a file geodatabase format.
- Asset inspection and condition assessment data and survey attribute data will be submitted in a Microsoft Access or Excel database compatible with the City's CMMS and GIS.
- Manhole rim elevation and asset and facility location surveys will be conducted using GPS equipment. Horizontal (x- and y-coordinate) accuracy shall be +/- 0.5 foot and vertical (z-coordinate) accuracy shall be +/- 0.5 foot.
- The extrapolation of asset conditions and rehabilitation needs from the inspected sample set to the entire system is a projection intended for system wide planning. This process assumes the sample set is a reasonable representation of the system as a whole. The actual condition of uninspected assets and facilities may vary from the extrapolated results. The quantities and costs for asset and facility needs should be considered planning level and not a detailed level of system wide needs.
- Asset condition assessment is based on available industry-standard visual inspection protocols. These inspections are limited to visually observable conditions at the time of inspection and do not constitute or guarantee or warranty against all existing or future defects.
- It is assumed that all sanitary pipes, manholes, air release valve vaults, structures, grinder pump stations, and lift stations selected for inspection are accessible and have right of entry to property secured and provided by the City.
- Field visits for lift station evaluations and survey will be scheduled with the City who will assist with site and facility access.
- CONSULTANT assumes that no heavy equipment will be required to open and/or access manholes, air release valve vaults, or grinder pump stations.
- Any heavy traffic control required that includes barricades, sign boards, arrow boards, lane closures, or trail closures will be performed by a subcontracted traffic control specialist which is not included in the budget.
- Any sewer cleaning necessary to perform sewer televising will be approved by the City as Optional Services prior to televising.
- All key financial assumptions, client-provided inputs, and methodologies will be documented and confirmed with the City prior to finalizing the financial plan and subsequent rate analysis.
- The City will engage a Financial or Municipal Advisor to assist in the issuance of debt (if debt issuance is proposed).

- The utility sewer rate study is grounded on the principles established by the WEF *Financing and Charges for Wastewater Systems Manual*. The approach in this Scope of Services (financial planning, cost of service, rate design) aligns with industry guidelines.
- The water rate study is ground on the principles established by the American Water Works Association (AWWA) *Manual M-1, Principles of Water Rates, Fees, and Charges*. The approach in this Scope of Services (financial planning, cost of service, rate design) aligns with industry guidelines.
- The Water Rate Evaluation (Task Series 600) will be conducted simultaneously with the Sewer Rate Evaluation (Task Series 500). Associated meetings, reports, and presentations will be coordinated to facilitate the efficient execution of both evaluations.
- Cost opinions prepared as part of the scope of services represent planning-level estimates based on extrapolated data, current market conditions, and the Consultants professional judgment. They are intended for high-level capital planning and financial forecasting only and are not guarantee of future construction or implementation costs.
- Estimates, schedules, forecasts, and projections prepared by Consultant relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on Consultant's experience, qualifications, and judgment as a professional. Since Consultant has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor, productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Consultant does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Consultant.

SCHEDULE

Program management and engineering consulting services will be performed during Calendar Year 2026 and 2027, unless agreed to otherwise by Consultant and the City.

COMPENSATION

Total payment for the Scope of Services described herein as Basic Services is not to exceed *Seven Hundred Thousand Dollars (\$700,000.00)*, which amount shall not be exceeded without prior written consent of the City.

OPTIONAL SERVICES

Under this Contract, the City may request the Consultant to provide a wide range of staff resources to supplement and support City staff in utility operations and CIP implementation. Any work requested by the City that is not specifically stated in the Basic Scope of Services listed above will be classified as Optional Services.

Optional Services will not be performed unless the City provides written authorization to Consultant that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

Optional Services may include, but are not limited to:

TASK SERIES 100 –MANAGEMENT AND COORDINATION

Strategic Communications

100) Assist with public outreach and stakeholder engagement to support Public Works operations and to build stakeholder support for Public Works. Assist with the development of content and collateral to support Public Works communications, including articles, graphics, presentations, website content, and brochures. Develop presentation materials for internal meetings, Board of Aldermen meetings, and public outreach as requested.

TASK SERIES 200 – DATA COLLECTION AND ASSET INVENTORY

Condition Assessment

200) Develop recommendations for revising OpenGov/Cartegraph to incorporate asset condition assessment scoring.

201) Develop a phased plan and schedule for developing asset performance testing protocols and standard specifications, prioritization of assets for performance testing, and performance of prioritized asset performance testing. Performance testing may include electrical and building code review, arc flash studies, and thermal imaging. Incorporate phased plan and schedule into CIP.

202) Perform visual, external inspection of the two force mains that cross the Grand Glaize Bridge (each force main is approximately 2,000-feet). External inspections will be completed via walking along the walkways under the bridge and taking photos of visible external pipe defects and noting distance of defect from one end of the bridge.

TASK SERIES 300 – SYSTEM PLANNING AND PERFORMANCE ASSESSMENT

Capacity Assurance Plan

- 300) Develop a GIS map identifying known and anticipated future development areas, as identified by the City, within the service area.
- 301) Assist in the development of a capacity assurance plan that provides procedures, policies, and tools to ensure that new development flows added to the sanitary system can connect safely without exceeding the capacity of the existing pipes, pump stations, or treatment facilities.

TASK SERIES 400 – ASSET MANAGEMENT AND FACILITY MAINTENANCE

Level of Service

- 400) Develop a list and description/definition of LoS goals and KPIs. Include KPI data sources and needs, calculation methodology and frequency, and responsibilities in the KPI list.
- 401) Develop a LoS goal and KPI tracking and reporting process and spreadsheet templates.
- 402) Develop recommendations to revise internal Public Works data collection standards to facilitate LoS goal and KPI tracking.
- 403) Benchmark LoS goals and KPIs targets using published information and previous experience with other utilities, including the AWWA Utility Benchmarking report.

Likelihood/Consequence of Failure

- 404) Develop L/CoF and risk categories, factors, and scoring methodology for sanitary assets.
- 405) Develop L/CoF protocol that provides guidance for assigning risk factor scores to each asset class. Indicate risk factors that City staff can determine.
- 406) Develop recommendations for revising OpenGov/Cartegraph to incorporate L/CoF and Risk scoring as sanitary assets.

Business Risk Exposure

- 407) Develop BRE calculation, modification, and degradation methodology based on the L/CoF risk factors.
- 408) Calculate BRE for all assets currently listed in OpenGov/Cartegraph after the condition assessments and L/CoF determinations are completed.

Fats, Oils and Grease (FOG) Control Program

409) Assist the City with development of a FOG Control Program Plan and subsequent implementation.

Capacity, Management, Operations and Maintenance (CMOM) Program

410) Assist the City with development of a CMOM Program Plan and subsequent implementation.

General Operations

411) Provide operations support and process control assistance for the City's lift station facilities.

412) Identify pump station backup power needs. Document backup power capabilities and telemetry at each station

Information Management Systems Assistance

413) Assist with coordination of proposed capital infrastructure improvement projects with other Departments and utilities to identify potential conflicts and synergies with planned improvements or facilities.

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 7, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Richard Ross

Agenda Item:
Discussion - Pressure Reducing Valves (PRV)

Requested Action:
Discussion

Ordinance Referenced for Action:

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

City Attorney Comments:

City Administrator Comments:

**City of Osage Beach
Agenda Item Summary**

Date of Meeting: May 7, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Richard Ross

Agenda Item:
Discussion - State Park Utility Billing

Requested Action:

Ordinance Referenced for Action:

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

City Attorney Comments:

City Administrator Comments: