

BILL NO. 25-62

ORDINANCE NO. 25.62

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

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

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

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

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

READ FIRST TIME: August 7, 2025

READ SECOND TIME: August 7, 2025

I hereby certify that the above Ordinance No. 25.62 was duly passed on August 7, 2025, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 5 Nays: 0 Abstain: 0 Absent: 1

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

Aug 7, 25
Date

Tara Berreth
Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury
Cole Bradbury, City Attorney

I hereby approve Ordinance No. 25.62.

Aug. 7, 25
Date

Michael Harrison
Michael Harrison, Mayor

ATTEST:

Tara Berreth
Tara Berreth, City Clerk



CITY OF OSAGE BEACH JANITORIAL SERVICES AGREEMENT

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

I. TERMS

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

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

2. **Contractor's Obligations.**

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

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

3. City's Obligations.

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

ii. \$25.00 per hour for additional services requested by the City. City will pay Contractor net 30 invoice after services are rendered.

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

II. STANDARD CONDITIONS

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

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

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

14. **Termination.** The City reserves the right to terminate this Agreement without cause by giving 30 days' written notice to Contractor. City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City may immediately terminate this Agreement for any material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.

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

For City:

City Clerk

1000 City Parkway

Osage Beach, MO 65065

For Contractor:

Tiffany Turner

PO Box 1452

Camdenton, MO 65020

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

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

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

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

19. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

20. **Governing Law; Venue for Disputes.** This Agreement was made in the State of Missouri and shall be interpreted under and governed by the laws of the State of Missouri. Any action arising out of this Agreement or its subject matter shall be filed in the Circuit Court for Camden County, Missouri or the Associate Division thereof and the parties hereby consent and agree to the exclusive personal and subject-matter jurisdiction of that Court.

21. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.
22. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.
23. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or electronic (such as .PDF) copy of this Agreement or a signature thereto shall have the same force and effect as an original.
24. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.

III. SPECIAL CONDITIONS

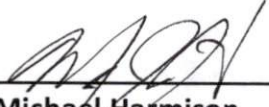
The following conditions are special to this Agreement. Any Special Condition which conflicts with or varies a Standard Condition shall be strictly construed in favor of the City.

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

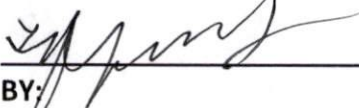
IV. ACCEPTANCE

CITY:
CITY OF OSAGE BEACH, MISSOURI

CONTRACTOR:
PLATINUM CLEANING SOLUTIONS LLC


BY: Michael Harmison
ITS: Mayor

8/7/25
Date


BY: _____
ITS: _____

8-7-2025
Date

Attest:


BY: Tara Berreth
ITS: City Clerk

8/7/25
Date

EXHIBIT A

SCOPE OF SERVICES

GENERAL REQUIREMENTS

Contractor shall service the following locations:

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

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

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

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

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

LEE C. FINE AND GRAND GLAIZE AIRPORTS

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

Restrooms

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

Kitchens, Kitchenettes, Breakrooms, and Front Desk area

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

Lobby Areas

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