

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 FAX 573/302-2039
www.osagebeach.org

AMENDED

TENTATIVE AGENDA

REGULAR MEETING

**December 19, 2019 - 6:00 PM
CITY HALL**

***** **Note:** Make sure your cell phone is turned off or on a silent tone only. Please sign the attendance sheet located at the podium if you desire to address the Board. Agendas and packets are available on the back table and on the City's website at www.osagebeach.org.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR'S COMMUNICATIONS

CITIZENS' 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. The Board will not take action on any item not listed on the agenda, nor will it respond tonight to questions, although staff may be directed to respond at a later time, but the Mayor and Board welcome and value input and feedback from the public. Speakers will be restricted to three minutes unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

APPROVAL OF CONSENT AGENDA

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

- ▶ Minutes of Board of Aldermen meeting December 5, 2019
- ▶ Bills List - December 19, 2019

UNFINISHED BUSINESS

- A. Bill 19-87 - An ordinance of the City of Osage Beach, Missouri, establishing a new Section 135.020.D. Investing, to the Osage Beach Code of Ordinances adopting an Investment Policy. *Second Reading*
- B. Bill 19-89 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute contract with Bales Construction Co. to complete the Osage Beach City Hall Bullet Resistant Glass Project in an amount not to exceed \$58,800. *Second Reading*

NEW BUSINESS

- A. Public Hearing on Bill #19.90 - FY2020 Operating Budget Adoption
- B. Bill 19-90 - An ordinance of the City of Osage Beach, Missouri, adopting an annual budget for the fiscal year beginning January 1, 2020, and ending December 31, 2020, and appropriating funds pursuant thereto. *First and Second Reading*
- C. Bill 19-91- An ordinance of the City of Osage Beach, Missouri, establishing the offense of keeping a dangerous dog and the penalty and the provision for seizing and destroying the animal and to provide authority to seek a warrant to seize any animal kept, maintained or harbored in violation of Chapter 205 of the Osage Beach Municipal Code. *First Reading*
- D. Bill 19-92 - An ordinance of the City of Osage Beach, Missouri, accepting Dorothy Lane as a City Street as described in Exhibit A. *First and Second Reading*
- E. Bill 19-93 - An ordinance of the City of Osage Beach, Missouri, repealing Section 210.420 Failure to Obey, Obstructing, Resisting, etc., City Officials, and establishing in lieu thereof a new Section 210.420 Hindering, Interfering, Resisting or Obstructing a City Officer. *First Reading*
- F. Bill 19-94 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Motorola for the lease purchase of 911 Center Radio Consoles, Mobile Radios, and Portable Radios in an amount not to exceed \$717,409.08. *First and Second Reading*.
- G. Bill 19-95 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a service agreement with Forward Slash Technologies for IT Managed Services and help desk support. *First Reading*
- H. Bill 19-96 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract modification No. 2 for Project No. OB19-010 with Heggemann, Inc for the Swiss Village Well No.3 in an amount not to exceed \$38,534.00. *First and Second Reading*

- I. Motion to approve Sixty-Five Grinder Pumps of various sizes in the amount not to exceed \$221,940.70, plus applicable freight costs, from Municipal Equipment Company.
- J. Motion to approve the purchase of various grinder pump re-building parts, plus applicable freight costs, from Municipal Equipment in the amount not to exceed \$46,361.31.

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

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 ex 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 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

December 5, 2019

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a Regular Meeting on Thursday, December 5, 2019 at 6:00 p.m. at City Hall. The following were present confirmed by roll call: Mayor John Olivarri, Alderman Phyllis Marose, Alderman Tom Walker, Alderman Kevin Rucker, Alderman Richard Ross, Alderman Greg Massey and Alderman Becker. Tara Berreth, City Clerk, was present and performed the duties of that office.

MAYOR'S COMMUNICATIONS

None

CITIZENS' COMMUNICATIONS

Dan Calvino – Asked the City to contact Aldi's Grocery Store to see if they would be willing to open a store in Osage Beach?

APPROVAL OF CONSENT AGENDA

Alderman Marose made a motion to approve the Consent Agenda (Minutes November 21, 2019, Special Budget Work Session from - October 29, 2019, October 31, 2019 and November 5, 2019 and Bills List December 5, 2019). This motion was seconded by Alderman Becker. Motion passes by voice vote.

UNFINISHED BUSINESS

Bill 19-80 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 18.59 Adopting the 2019 Annual Budget, Transfer of Funds for Necessary Expenses for an Emergency HVAC system. *Second Reading.*

Alderman Ross made a motion to approve the second reading of Bill 19-80 as presented. This motion was seconded by Alderman Massey. The following roll call was taken to approve the second and final reading of Bill 19-80 and to pass same into ordinance: "Ayes" Alderman Massey, Alderman Marose, Alderman Walker, Alderman Ross, Alderman Becker and Alderman Rucker "Nays" – 0. Bill 19-80 was passed and approved as Ordinance 19.80.

Bill 19-81 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 18.59 Adopting the 2019 Annual Budget, Transfer of Funds for Necessary Expenses for a police assessment of the Osage Beach Police Department. *Second Reading.*

Alderman Massey made a motion to approve the second reading of Bill 19-81 as presented. This motion was seconded by Alderman Rucker. The following roll call was taken to approve the second and final reading of Bill 19-81 and to pass same into ordinance: "Ayes" Alderman Marose, Alderman Walker, Alderman Ross, Alderman Becker, Alderman Rucker and Alderman Massey "Nays" – 0. Bill 19-81 was passed and approved as Ordinance 19.81.

Bill 19-82 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 18.59 Adopting the 2019 Annual Budget, Transfer of Funds for Necessary Expenses for Executime Payroll Management System. *Second Reading.*

Alderman Rucker made a motion to approve the second reading of Bill 19-82 as presented. This motion was seconded by Alderman Ross. The following roll call was taken to approve the second and final reading of Bill 19-82 and to pass same into ordinance: “Ayes” Alderman Walker, Alderman Ross, Alderman Becker, Alderman Rucker, Alderman Massey and Alderman Marose “Nays” – 0. Bill 19-82 was passed and approved as Ordinance 19.82.

Bill 19-83 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 18.59 Adopting the 2019 Annual Budget, Transfer of Funds for Necessary Expenses for the Grand Glaize Airfield Pavement Maintenance and Install Runway Hold Sign project. *Second Reading.*

Alderman Massey made a motion to approve the second reading of Bill 19-83 as presented. This motion was seconded by Alderman Becker. The following roll call was taken to approve the second and final reading of Bill 19-83 and to pass same into ordinance: “Ayes” Alderman Ross, Alderman Becker, Alderman Rucker and Alderman Massey, Alderman Marose and Alderman Walker, “Nays” – 0. Bill 19-83 was passed and approved as Ordinance 19.83.

NEW BUSINESS

Public Hearing on Bill #19.85 - FY2020 Operating Budget Adoption

No public comments.

Bill 19-85 - An ordinance of the City of Osage Beach, Missouri, adopting an annual budget for the fiscal year beginning January 1, 2020, and ending December 31, 2020, and appropriating funds pursuant thereto. *First Reading*

The Fund Summary represents in total the revenues and expenditures for the FY2020 Budget Draft #2. Draft #2 represents the corrections and changes noted during the budget workshops held the end of October through the beginning of November, in addition to updated FY2019 revenue and expenditure estimates to date that influenced the beginning FY2020 estimates.

The entire FY2020 Budget Draft #2 in detail is available separately from the Agenda Summary item. The following are the appropriated expenditures set for in said budget set for approval:

General Fund	\$ 8,098,494
CIT Fund	\$ 1,894,660
Transportation Fund	\$ 3,898,718
Water Fund	\$ 3,798,481
Sewer Fund	\$ 3,104,666
Ambulance Fund	\$ 624,875
Lee C Fine Airport Fund	\$ 4,906,550
Grand Glaize Airport Fund	\$ 310,506
Prewitt's Point TIF	\$ 2,227,625
Dierbergs TIF	\$ 768,340
Total Expenditures	\$29,632,915

After a lengthy discussion on the following points:

- Options for 911 Dispatch Consoles
- Reserve Fund Balances

- Fleet Vehicles
- CIT projects

Alderman Rucker made a motion to approve the first reading of Bill 19-85 with the direction to have staff come back with 3 different options regarding the 911 Police Consoles. This motion was seconded by Alderman Becker. Motion fails by voice vote. (Walker – NO, Ross – No, Becker – Yes, Rucker - Yes, Massey – No and Marose – No)

Board request a Budget Workshop for December 12, 2019 at 5pm.

Motion to approve the Preliminary Plat for KK Crossing Number 2, First Addition.

Alderman Marose made a motion to approve the Preliminary Plat for KK Crossing Number 2, First Addition. This motion was seconded by Alderman Becker. Motion passes by voice vote.

Bill 19-86 - An ordinance of the City of Osage Beach, Missouri, approving the Final Plat for KK Crossing Number 2, First Addition. *First and Second Reading.*

The plat was reviewed for code compliance and was found to be consistent with the preliminary plat requirements. The public improvements, (i.e., roadways, parking areas, streetlights, etc.) were approved by the City Engineers and have been constructed. The Public works Department inspected the construction on the in-ground services and the contract engineer has submitted a letter stating that the road has been constructed as approved by the City Engineers. The plat was reviewed for code compliance and was found to be consistent with the final plat requirements. No Letter of Credit or Performance Bond are required as the improvements have been constructed.

Alderman Massey made a motion to approve the first reading of Bill 19-86. This motion was seconded by Alderman Ross. Motion passes with voice vote.

Alderman Becker made a motion to approve the second reading of Bill 19-86 as presented. This motion was seconded by Alderman Massey. The following roll call was taken to approve the second and final reading of Bill 19-86 and to pass same into ordinance: “Ayes” Alderman Becker, Alderman Rucker and Alderman Massey, Alderman Marose, Alderman Walker and Alderman Ross “Nays” – 0. Bill 19-83 was passed and approved as Ordinance 19.86.

Bill 19-87 - An ordinance of the City of Osage Beach, Missouri, establishing a new Section 135.020.D. Investing, to the Osage Beach Code of Ordinances adopting an Investment Policy. *First Reading*

As requested by the Board of Aldermen and City Administrator, I have with the assistance of the City Attorney prepared this Investment Policy. This policy reflects the State of Missouri's model policy with modifications made as a result of Government Finance Officers Association (GFOA) Best Practices and training.

Alderman Ross made a motion to approve the first reading of Bill 19-87. This motion was seconded by Alderman Marose. Motion passes with a voice vote.

Bill 19-88 - An ordinance of the City of Osage Beach, Missouri, Acceptance of Rowan Road into the Public Road Inventory. *First and Second Reading.*

This was presented to the Planning Commission at their November Meeting with a recommendation for approval and they have forwarded it to the Board of Aldermen with a unanimous recommendation for approval. This was a road that the city partnered with the Osage Beach Special Road District (OBSRD) to complete; designed by the City, funded by the OBSRD. Construction was completed September 5, 2019 and a first and second reading is being requested due to the upcoming winter season.

Alderman Marose made a motion to approve the first reading of Bill 19-88. This motion was seconded by Alderman Ross. Motion passes with voice vote.

Alderman Ross made a motion to approve the second reading of Bill 19-88 as presented. This motion was seconded by Alderman Rucker. The following roll call was taken to approve the second and final reading of Bill 19-88 and to pass same into ordinance: “Ayes” Alderman Becker, Alderman Rucker and Alderman Massey, Alderman Marose, Alderman Walker and Alderman Ross “Nays” – 0. Bill 19-88 was passed and approved as Ordinance 19.88.

Bill 19-89 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute contract with Bales Construction Co. to complete the Osage Beach City Hall Bullet Resistant Glass Project in an amount not to exceed \$58,800. *First Reading*

Three bids were received for the Osage Beach City Hall Bullet Resistant Glass Project. The apparent low bidder did not provide a bid bond or include a bid for the entire scope of the project but, instead, provided a statement that some work would need to be completed by someone else. The next lowest bidder, Bales Construction Co. provided a complete bid package, is experienced with this type of work and comes highly recommended. The Bales Construction Co. bid is \$8800.00 over the estimated budget amount. With one Building Improvement project (Ambulance Floor and Walls) remaining for 2019, being a lower priority than the bullet resistant glass and having an allocated amount of \$22,000.00; my recommendation is to award the contract to Bales Construction Co. in an amount not to exceed \$58,800.00.

Alderman Rucker made a motion to approve the first reading of Bill 19-89. This motion was seconded by Alderman Marose. Motion passes with voice vote.

Resolution 2019-04 - A resolution of the City of Osage Beach, Missouri authorizing disposal of records according to the Missouri Records Retention Schedule.

Alderman Ross made a motion to approve Resolution 2019-04. This was seconded by Alderman Becker. Motion passes with voice vote.

Motion to approve bad debt write off for Water and Sewer in the amount of \$2,054.41 and Ambulance in the amount of \$127,936.93.

Reduce Water and Sewer receivables by \$2,054.41 and Ambulance by \$127,936.93. Although these accounts (see attached) will be written-off the City's records, staff will continue to pursue collections through liens and collections except for bankruptcies. Collections: During the year, All-Cal Collection Services collected \$5,881 and KC collected \$6,072, for a total of \$11,954 from Ambulance accounts.

Alderman Ross made a motion to approve the bad debt write off for Water and Sewer in the amount of \$2,054.41 and Ambulance in the amount of \$127,936.93. This motion was seconded by Alderman Massey. Motion passes with voice vote.

Motion to reject Bids for the Beach Drive Intersection Improvements.

Bids were opened August 23, 2019, there were four bidders. The Award of the project was delayed due to land issues. Per the Project Manual it states bids will remain open for 90 calendar days. Time has expired. That has not happened to date and due to the expiration of the bids, rejection of all bids are needed. The project will be rebid at an undetermined time in the near future pending the land issue status

Alderman Marose made a motion to reject Bids for the Beach Drive Intersection Improvements. This motion was seconded by Alderman Massey. Motion passes with a voice vote.

Agenda Item K: Motion to approve Sixty-five Grinder Pumps of various sizes in the amount not to exceed \$221,940.70, plus applicable freight costs, from Municipal Equipment Company.

And

Agenda Item L; Motion to approve the purchase of various grinder pump re-building parts, plus applicable freight costs, from Municipal Equipment in the amount not to exceed \$46,361.31.

Discussion regarding both Items K and L will be held over until the December 19, 2019 meeting, once the proposed 2020 Budget has been revised. Consent from all Board members.

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

Alderman Marose – Christmas displays are out and noticed that not all the displays that were put up were not turned on. Did the timers get purchased? CA Woods – Yes. Park lights look great – Thank you to the sponsors. The tree and lights look great.

STAFF COMMUNICATIONS

CA Woods – Attended 1st MML Board meeting. Thinks going to enjoy being on the Board. If anyone has anything that they would like me to take to MML, please let me know.

Ed Rucker – Court is going to move its court dates the 2nd and 4th Thursday starting in February. This will allow Judge Smith to attend court days in Camden County on the 1st and 3rd Thursdays.

Chief Davis – Chief Dorhour's - Lake Ozark Fire Chief retirement party is Friday December 27, 2019 from 2pm-5pm.

ADJOURN

EXECUTIVE SESSION

Alderman Massey moved to close the meeting pursuant to RSMo. Section 610.021 (3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. Notice is given that the agenda includes a roll call vote to close the meeting as allowed by RSMo. Section 610.021 (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. Alderman Ross seconded the motion. The following roll call was taken to close the meeting. Ayes: Alderman Walker, Alderman Ross, Alderman Becker, Alderman Rucker and Alderman Marose. Absent - Alderman Massey

ADJOURN
CLOSED SESSION

Alderman Marose moved to open the meeting. Alderman Massey seconded the motion. The following roll call vote was taken to open the meeting: “Ayes”: Alderman Ross, Alderman Rucker, and Alderman Becker, Alderman Marose, and Alderman Walker. Absent - Alderman Massey. The meeting was therefore opened.

No announcements were made following the closed session.

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 7:30p.m.

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, held on December 5, 2019 and approved on December 19, 2019.

Tara Berreth, City Clerk

John Olivarri, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
December 19, 2019**

Bills Paid Prior to Board Meeting	\$	209,207.14
Payroll Paid Prior to Board Meeting	\$	176,120.05
SRF Transfer Prior to Board Meeting		
TIF Transfer Dierbergs		
TIF Transfer Prewitt's Pt		
Bills Pending Board Approval	\$	177,569.01
Total Expenses	\$	562,896.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	FAMILY SUPPORT PAYMENT CENTER	Case #31550944	138.46
			Case ID41477632	207.69
		MO DEPT OF REVENUE	State Withholding	1,806.00
			State Withholding	3,681.00
		INTERNAL REVENUE SERVICE	Fed WH	5,804.52
			Fed WH	11,188.86
			FICA	3,260.17
			FICA	7,113.40
			Medicare	762.46
			Medicare	1,718.21
		ICMA	Loan Repayment	250.00
			Loan Repayment	160.13
			Loan Repayment	182.93
			Loan Repayment	233.04
			Loan Repayment	63.78
			Loan Repayment	213.53
			Loan Repayment	132.35
			Retirement 457 &	552.56
			Retirement 457 &	1,424.26
			Retirement 457	245.00
			Retirement 457	1,145.00
			Loan Repayments	106.92
			Loan Repayments	486.25
			Loan Repayments	641.83
			Loan Repayments	149.88
			Loan Repayments	330.32
			Loan Repayments	271.97
			Loan Repayments	108.24
			Loan Repayments	74.15
			Loan Repayments	79.18
			Retirement Roth IRA %	43.93
			Retirement Roth IRA	115.00
		HSA BANK	Retirement Roth IRA	325.00
			HSA Contribution	50.00
		ONE TIME VENDOR	HSA Family/Dep. Contributi	1,540.16
			Bond Refund:160709064-01	20.00
			Bond Refund:190049446-01	107.50
			TOTAL:	44,733.68
Mayor & Board	General Fund	WALMART COMMUNITY/GEGRB	WASHBURN RETIREMNT RECEIPTI	84.60
			FLOWERS - Z.NUELLE BABY	55.98
		BANKCARD SERVICES	BOARD LABELS/ENVELOPES	54.29
			LACC FALL CELEBRATION-BRD/	300.00
			LACC LUNCH & LEARN-OLIVARR	15.00
			TOTAL:	509.87
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	550.76
			Medicare	128.80
		ICMA	Retirement 401%	92.14
			Retirement 401	552.83
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	87.44
			HSA Family/Dep. Contributi	225.00
		HSA BANK	ICMA MEMBERSHIP- J.WOODS	863.00
			LODGING ICMA- J.WOODS	1,107.40
		BANKCARD SERVICES	LODGING ICMA- M. WELTY	1,107.40
			TOTAL:	4,714.77

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	239.64
			Medicare	56.05
		ICMA	Retirement 401%	39.53
			Retirement 401	237.20
		HSA BANK	HSA Contribution	37.50
		BANKCARD SERVICES	MOCCFOA ONLINE TRNG-D.URLI	85.00
			TOTAL:	694.92
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	639.11
			Medicare	149.47
		ICMA	Retirement 401%	104.94
			Retirement 401	629.65
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	150.00
			TOTAL:	1,748.17
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	92.40
			Medicare	21.61
		ICMA	Retirement 401%	16.05
			Retirement 401	96.30
		HSA BANK	HSA Family/Dep. Contributi	75.00
			NOV MUNICIPAL JUDGE SERVIC	1,763.16
			TOTAL:	2,064.52
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	115.63
			Medicare	81.64
		ICMA	Retirement 401%	56.97
			Retirement 401	341.85
		HSA BANK	HSA Family/Dep. Contributi	75.00
			LACC FALL CELEBRATION-E.RU	50.00
			TOTAL:	721.09
Building Inspection	General Fund	WHITE, RON	MEALS-COMM GRND ALLNCE SU	25.00
			FICA	488.22
		INTERNAL REVENUE SERVICE	Medicare	114.18
			Retirement 401%	61.77
		ICMA	Retirement 401	482.76
			BLDG DEPT CELL PHONE	131.82
		AT&T MOBILITY-CELLS	HSA Contribution	37.50
Building Maintenance	General Fund	HSA BANK	HSA Family/Dep. Contributi	187.50
			TOTAL:	1,528.75
		ALLIED SERVICES LLC	CITY HALL TRASH SERVICE	147.13
			FICA	54.23
		INTERNAL REVENUE SERVICE	Medicare	12.68
			SERVICE 10/15-11/15/19	125.20
		SUMMIT NATURAL GAS OF MISSOURI INC	ICE MACHINE CLEANER	18.00
Parks	General Fund	BANKCARD SERVICES	SEPT JANITORIAL SERVICES	1,470.00
			TOTAL:	1,827.24
		SHANNON D PAINTER dba B & H CLEANING S	USB DRIVE-PARK ENTRANCE SI	8.97
			PARK TRASH SERVICE	88.28
		INTERNAL REVENUE SERVICE	FICA	392.50
			Medicare	91.79
		ICMA	Retirement 401%	31.98
			Retirement 401	311.31

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CRIDER, DANAL	MEALS-PLYGRND & TECH COURS	75.00
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	43.06
		AMEREN MISSOURI	HATCHERY RD SIGN 10/13-11/	57.45
			CP MAINT BLDG 10/15-11/12/	21.32
			CP #2 DISPLAY C 10/15-11/1	11.24
			CP SOCCER FIELDS 10/15-11/	60.77
			CP #2 DISPLAY D 10/13-11/1	11.24
			CP BALL FIELDS 10/15-11/12	721.85
			CP #2 DISPLAY B 10/11-11/1	12.15
			CP #2 DISPLAY A 10/15-11/1	11.24
			CP #2 IRRIG PUMP 10/13-11/	11.41
		VANDEVOORT, MATT	MEALS-PLYGRND TECH COURSE	75.00
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
		BECKMAN, JENNIFER	MEALS-PLYGRND TECH COURSE	75.00
		BANKCARD SERVICES	BLUETOOTH KEYPAD - CONC DO	129.99
			BELT SANDER	54.95
			TOTAL:	2,484.00
Human Resources	General Fund	HY-VEE FOOD & DRUG STORES INC	HEALTH FAIR BREAKFAST	1,276.94
		INTERNAL REVENUE SERVICE	FICA	153.46
			Medicare	35.89
		ICMA	Retirement 401%	25.82
			Retirement 401	154.93
		HSA BANK	HSA Family/Dep. Contributi	75.00
		BANKCARD SERVICES	HEALTH FAIR SUPPLIES	57.02
			HEALTH FAIR SUPPLIES	1,265.02
			HEALTH FAIR SUPPLIES	111.78
			TOTAL:	3,155.86
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	2,671.45
			FICA	3,157.64
			Medicare	624.76
			Medicare	738.50
		ICMA	Retirement 401%	235.29
			Retirement 401%	413.62
			Retirement 401	2,453.51
			Retirement 401	3,144.24
		SKINNER, DARRIN	MEALS-FBI-LEEDA	250.00
		SHELTON, JOEL	MEALS-FBI-LEEDA	250.00
		AT&T MOBILITY-CELLS	POLICE DEPT CELL PHONES	394.96
		HSA BANK	HSA Contribution	150.00
			HSA Family/Dep. Contributi	1,200.00
		BANKCARD SERVICES	POSTAGE	10.55
			TRANSUNION BACKGROUND CHK	50.00
			PPCT DEF TACT TRNG-MCCRORE	400.00
			MONTHLY CAR WASH-DAVIS	29.00
			EVIDENCE MGMT TRNG- G.KING	250.00
			MPCA YR END ANN CONF-O'DAY	283.25
			MPCA YR END ANN CONF-DAVIS	283.25
			SHOP VAC FOR VEH MAINT	86.16
			PC REPAIR	584.00
			CRIMINAL INTERDICTION-MULL	329.97
			TOTAL:	17,990.15
911 Center	General Fund	INTERNAL REVENUE SERVICE	FICA	588.72

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA	870.86
			Medicare	137.70
			Medicare	203.65
		PETTY CASH	NOTARY RENEW FEE-C.O. MACO	5.00
			NOTARY RENEW FEE-C.O. ENGL	3.00
			NOTARY RENEW FEE-C.O. GARC	3.00
		ICMA	Retirement 401%	82.84
			Retirement 401%	115.03
			Retirement 401	529.10
			Retirement 401	759.72
		AT&T MOBILITY-CELLS	911 CENTER CELL PHONES	43.06
		HSA BANK	HSA Contribution	150.00
			HSA Family/Dep. Contributi	225.00
			TOTAL:	3,716.68
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	208.91
			Medicare	48.86
		ICMA	Retirement 401%	34.52
			Retirement 401	207.05
		HSA BANK	HSA Family/Dep. Contributi	112.50
		BANKCARD SERVICES	LOREDC CONF LODG-C.PATTERS	160.66
			TOTAL:	772.50
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	150.04
			Medicare	35.09
		ICMA	Retirement 401%	24.74
			Retirement 401	148.46
		AT&T INTERNET/IP SERVICES	CH & GG INTERNET 11/19-12/	2,414.49
			PARK INTERNET 11/19-12/18	882.26
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	128.68
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	3,858.76
Economic Development	General Fund	BECKMAN, JENNIFER	REIMB- HOLIDAY LTS BOX WRA	13.87
		BANKCARD SERVICES	LODGING- FALL FEST ENTERTA	153.17
			RETURN- STRAW FALL FEST	172.50
			STRAW FALL FEST	187.50
			PP BASKETBALL TOYS	59.94
			LACC CITY MEMBERSHIP	100.00
			MEDC 2020- JWOODS, JOLIVAR	340.00
			LODGING- LOREDC REP	175.25
			ICSC MEMBERSHIP-J.WOODS	100.00
			TOTAL:	957.23
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	253.53
		INTERNAL REVENUE SERVICE	Fed WH	830.32
			FICA	831.62
			Medicare	194.49
		ICMA	Retirment 457 &	421.73
			Retirement 457	78.17
			Loan Repayments	33.64
			Retirement Roth IRA	49.30
		HSA BANK	HSA Contribution	40.10
			HSA Family/Dep. Contributi	311.31
			TOTAL:	3,044.21

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Transportation	Transportation	ALLIED SERVICES LLC	TRANS TRASH SERVICE	39.75
			FICA	831.58
		INTERNAL REVENUE SERVICE	Medicare	194.51
			Retirement 401%	89.36
		ICMA	Retirement 401	822.02
			DUDE RANCH SIDEWALK PH 4-P	62,585.05
		STOCKMAN CONSTRUCTION CORP	TRANS DEPT CELL PHONES	267.20
		AT&T MOBILITY-CELLS	HSA Contribution	87.75
		HSA BANK	HSA Family/Dep. Contributi	350.26
		JOHNS, JOSHUA	MEALS-COMM GRND ALLNCE SU	25.00
			4-WAY REVERSING VALVE	112.73
		BANKCARD SERVICES	SEPT JANITORIAL SERVICES	287.78
		SHANNON D PAINTER dba B & H CLEANING S	TOTAL:	65,692.99
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	352.05
			Fed WH	905.27
		INTERNAL REVENUE SERVICE	FICA	665.32
			Medicare	155.60
		ICMA	Retirment 457 &	192.79
			Retirement 457	41.91
			Loan Repayments	97.99
			Loan Repayments	33.63
			Retirement Roth IRA	47.85
			HSA Contribution	4.95
		HSA BANK	HSA Family/Dep. Contributi	52.80
			TOTAL:	2,550.16
Water	Water Fund	ALLIED SERVICES LLC	WATER TRASH SERVICE	39.75
			FICA	665.33
		INTERNAL REVENUE SERVICE	Medicare	155.60
			UTILITY BILL POSTAGE	400.00
		POSTMASTER	Retirement 401%	102.87
			Retirement 401	655.99
		ICMA	LIEN RECORDING	14.00
			LIEN RECORDING FEE	14.00
			LIEN RECORDING FEE	14.00
			GRASS SEED & STRAW	134.73
			BOOTS FOR T STOUFFER	179.99
			WATER DEPT CELL PHONES	184.72
		AT&T MOBILITY-CELLS	LK RD 54-59 WELL#2 10/27-1	126.83
		AMEREN MISSOURI	SWISS VLG WELL 10/27-11/26	2,159.07
		MANKEY, KYLE	MEALS-COMM GRND ALLNCE SU	25.00
			HSA Contribution	49.88
		HSA BANK	HSA Family/Dep. Contributi	199.51
		DEVORE, CALEB	MILEAGE REIMB 11/27-12/4	159.50
			MILEAGE REIMB 11/20-11/27/	29.92
		STOUFFER, TOMMIE L	MILEAGE REIMB 11/30/19	29.92
			MEALS-COMM GRND ALLNCE SU	25.00
		BANKCARD SERVICES	4-WAY REVERSING VALVE	112.74
		SHANNON D PAINTER dba B & H CLEANING S	SEPT JANITORIAL SERVICES	287.78
			TOTAL:	5,766.13
NON-DEPARTMENTAL	Sewer Fund	FAMILY SUPPORT PAYMENT CENTER	Case ID 41434906	136.15
			Case #11345331	319.38
		MO DEPT OF REVENUE	State Withholding	503.42
			Fed WH	1,528.93

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA	973.64
			Medicare	227.71
		ICMA	Retirement 457 &	50.56
			Retirement 457	241.91
			Loan Repayments	21.24
			Loan Repayments	104.27
			Retirement Roth IRA	67.85
		HSA BANK	HSA Contribution	29.95
			HSA Family/Dep. Contributi	153.80
			TOTAL:	4,358.81
Sewer	Sewer Fund	ALLIED SERVICES LLC	SEWER TRASH SERVICE	39.75
		INTERNAL REVENUE SERVICE	FICA	973.67
			Medicare	227.69
		POSTMASTER	UTILITY BILL POSTAGE	400.00
		ICMA	Retirement 401%	140.60
			Retirement 401	965.72
		CAMDEN COUNTY RECORDER OF DEEDS	LIEN RECORDING FEE	14.00
			LIEN RECORDING FEE	14.00
			LIEN RECORDING FEE	14.00
		CARD SERVICES 0248	BOOTS FOR C HANKS	159.99
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	225.96
		STARK, CHAD	MILEAGE REIMB 11/27-12/04/	138.04
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,302.90
			5676 ROCKWOOD CT 10/22-11/	11.24
			GRINDER PUMPS & LIFT STATI	4,345.73
			GRINDER PUMPS & LIFT STATI	6,433.90
			5874 HWY 54 10/27-11/26	13.12
			1075 RUNABOUT RD 10/24-11/	15.99
			GRINDER PUMPS & LIFT STATI	2,542.50
			GRINDER PUMPS & LIFT STATI	5,439.03
		HSA BANK	HSA Contribution	49.87
			HSA Family/Dep. Contributi	500.23
		WALKER, DUSTIN	MEALS-COMM GRND ALLNCE SU	25.00
		HANKS, CODY	MEALS-COMM GRND ALLNCE SU	25.00
		OSSOWSKI, SHELBY N	MEALS-COMM GRND ALLNCE SU	25.00
		BANKCARD SERVICES	4-WAY REVERSING VALVE	112.74
		SHANNON D PAINTER dba B & H CLEANING S	SEPT JANITORIAL SERVICES	287.77
			TOTAL:	25,443.44
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	103.00
			State Withholding	176.00
		INTERNAL REVENUE SERVICE	Fed WH	289.53
			Fed WH	523.54
			FICA	265.93
			FICA	542.23
			Medicare	62.19
			Medicare	126.80
		ICMA	Loan Repayment	70.64
			Retirement 457 &	73.86
			Retirement 457 &	79.21
			Loan Repayments	122.24
		HSA BANK	HSA Family/Dep. Contributi	10.00
			TOTAL:	2,445.17
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	265.93

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA	542.23
			Medicare	62.19
			Medicare	126.80
		ICMA	Retirement 401%	40.66
			Retirement 401%	44.68
			Retirement 401	243.91
			Retirement 401	268.07
		AT&T MOBILITY-CELLS	AMB DEPT CELL PHONES	43.06
		HSA BANK	HSA Family/Dep. Contributi	150.00
		DOUGLAS G WILSON DO PC	NOV MEDICAL DIRECTOR SERVI	1,000.00
			TOTAL:	2,787.53
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	43.00
			State Withholding	78.60
		INTERNAL REVENUE SERVICE	Fed WH	111.06
			Fed WH	228.13
			FICA	206.34
			FICA	317.18
			Medicare	48.26
			Medicare	74.18
		ICMA	Retirment 457 &	11.28
			Retirment 457 &	10.55
			Retirement 457	44.00
			Retirement 457	89.00
			Loan Repayments	64.83
			TOTAL:	1,326.41
Lee C. Fine Airport	Lee C. Fine Airpor	ALLIED SERVICES LLC	LCF TRASH SERVICE	36.48
		AMEREN MISSOURI	LCF RUNWAY LTS 10/28-11/27	32.31
			AP FIREHOUSE 10/28-11/27/1	110.13
		INTERNAL REVENUE SERVICE	FICA	206.34
			FICA	317.18
			Medicare	48.26
			Medicare	74.18
		ICMA	Retirement 401%	23.04
			Retirement 401%	35.47
			Retirement 401	199.70
			Retirement 401	286.53
		DISH NETWORK	SERVICE 11/29-12/28/19	81.54
		AT&T MOBILITY-CELLS	LCF AP CELL PHONES	20.88
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	120.00
			TOTAL:	1,629.54
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	53.00
			State Withholding	53.40
		INTERNAL REVENUE SERVICE	Fed WH	128.98
			Fed WH	156.92
			FICA	165.35
			FICA	192.87
			Medicare	38.67
			Medicare	45.10
		ICMA	Retirment 457 &	11.71
			Retirment 457 &	10.81
			Retirement 457	30.00
			TOTAL:	886.81

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	5960 MAYER CT 10/31-11/30	0.18
			957 AIRPORT RD 10/23-11/20	74.59
		ALLIED SERVICES LLC	GG TRASH SERVICE	36.47
		AMEREN MISSOURI	GGAP HANGAR 10/27-11/26	43.69
			AP RD TBLC EXT D 10/27-11/	281.43
			GG AP SHOP 10/27-11/26/19	34.75
			957 AIRPORT RD 10/27-11/26	11.98
			GG AP TBLC EXT D 10/27-11/	29.43
			GG AP TBLC EXT D 10/27-11/	16.25
			GG AP SLEEPY 10/27-11/26/1	30.99
		INTERNAL REVENUE SERVICE	FICA	165.35
			FICA	192.87
			Medicare	38.67
			Medicare	45.10
		ICMA	Retirement 401%	11.71
			Retirement 401%	19.93
			Retirement 401	160.02
			Retirement 401	196.16
		CHARTER COMMUNICATIONS HOLDING CO LLC	GG CABLE SERVICE 11/16-12/	88.31
		AT&T MOBILITY-CELLS	GG AP CELL PHONES	20.88
		HSA BANK	HSA Family/Dep. Contributi	180.00
		BANKCARD SERVICES	RH/LH CAMLOCK ASSEMBLY	118.99
			TOTAL:	1,797.75

===== FUND TOTALS =====		
10	General Fund	91,478.19
20	Transportation	68,737.20
30	Water Fund	8,316.29
35	Sewer Fund	29,802.25
40	Ambulance Fund	5,232.70
45	Lee C. Fine Airport Fund	2,955.95
47	Grand Glaize Airport Fund	2,684.56

	GRAND TOTAL:	209,207.14

TOTAL PAGES: 8

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	ONE TIME VENDOR RED CARPET TROPHY	RED CARPET TROPHY:JUDGES P	84.15
			TOTAL:	84.15
Building Inspection	General Fund	BUTLER SUPPLY CO	GFCI TESTER	129.62
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHANGE - BD3	42.95
			TOTAL:	172.57
Building Maintenance	General Fund	MO DEPT OF PUBLIC SAFETY	ELEVATOR OPERATING CERTIFI	25.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE & HOT CHOCOLATE	112.15
			WATER COOLER RENTAL	38.51
		BUTLER SUPPLY CO	4' LED LIGHT BULBS	200.00
		SURECUT LAWN CARE LLC	NOV GROUNDS MAINTENANCE	2,221.43
		STAPLES BUSINESS ADVANTAGE	PAPER TOWELS, BATH TISSUE	156.41
		GEO SERVICES LLC	WINTERIZE FLUID COOLER	500.00
			ADD R-410A SRVR RM GEOTHRM	183.00
			TOTAL:	3,436.50
Parks	General Fund	PRECISION AUTO & TIRE SERVICE LLC	OIL CHNG,TIRE ROT,SWAY BR-	190.20
		SOUTHWEST STONE SUPPLY INC	TRAP ROCK	226.80
			TOTAL:	417.00
Human Resources	General Fund	1138 INC DBA VALIDITY SCREENING SOLUTI	PRE EMPLOYMENT SCREENINGS	138.00
		CAMDEN COUNTY HEALTH DEPARTMENT	HEP VACCINATION	100.00
		PERSONNEL EVALUATION INC	PRE EMPLOYMENT TESTING	340.00
		NEW SPRING WELLNESS CENTER, LLC	B12 INJECTIONS	50.00
			B12 INJECTION	25.00
			TOTAL:	653.00
Overhead	General Fund	PITNEY BOWES GLOBAL	LEASE PAYMENT 9/30-12/29/1	417.66
			TOTAL:	417.66
Police	General Fund	HEDRICK MOTIV WERKS LLC	BATTERY TEST/CHARGE PD32	26.00
			REPL WASHER LINES- PD 15	98.73
			REPL WASHR HOSE,SPRY JET-	67.51
			REPL BRAKES/PADS PD22	107.51
		STAPLES BUSINESS ADVANTAGE	POST ITS, FOLDERS, TONER	146.98
		AMAZON CAPITAL SERVICES INC	CAMERA BAG	36.48
			TOTAL:	483.21
Information Technology	General Fund	AMAZON CAPITAL SERVICES INC	DISPLAY CABLES	69.75
			TOOL SET	43.99
			ADAPTER,CABLE TESTER,DRILL	230.94
			TOTAL:	344.68
Economic Development	General Fund	EZARDS	FUSE	3.98
		RAPID SIGNS	HOLIDAY LTS SPONSORSHIP SI	423.50
			HOLIDAY LIGHTS SIGN	95.00
		FASTENAL CO	CABLE TIE	9.34
		O'REILLY AUTOMOTIVE STORES INC	CONDUCT-TITE SPLICE	5.99
		CHRISTMAS DONE BRIGHT INC	LIGHT REPAIR, PRESENT DISP	190.00
		JOLT LIGHTING LLC	PARTS/LIGHTS- HOLIDAY LTS	427.00
			TOTAL:	1,154.81
Transportation	Transportation	EZARDS	VALVE,TAPE,PVC-AIR COMPRES	110.91
			ELECT OUTLET- AIR COMPRESS	7.59
			PLUG, PVC- AIR COMPRESSOR	6.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		FASTENAL CO	RETURN- SIGN BOLTS	7.92-
		ARAMARK UNIFORM & CAREER APPAREL GROUP	TRANS DEPT UNIFORMS	53.22
			TRANS DEPT FLOOR MATS	14.84
			TRANS DEPT UNIFORMS	53.21
			TRANS DEPT FLOOR MATS	14.84
		GB MAINTENANCE SUPPLY	PAPER TOWELS, CUPS	27.40
		ECONO SIGNS & BARRICADE LLC	STREET SIGN - BENTWOOD DR	81.50
		O'REILLY AUTOMOTIVE STORES INC	WINDSHIELD WASHER FLUID	59.88
			IGNITION SWITCH	12.99
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE & HOT CHOCOLATE	43.10
		BUTLER SUPPLY CO	20 & 30 AMP BREAKER	26.00
			SCREWDRIVER	10.73
		ULINE	LEAF BAGS	403.20
		HESSLING CONSTRUCTION INC	SIDEWALK IMPROVEMENTS- PAY	84,867.79
			SIDEWALK IMPROVEMENTS- PAY	16,732.09
		AMAZON CAPITAL SERVICES INC	ACCESS POINTS - PUBLIC WOR	233.23
		DUSTIN MAASEN DBA CONCRETE SOLUTION LL	QUAILS NEST SIDEWALK OB19-	35,260.00
		ITERIS INC	CLEARPATH WEATHR PYMT 10 O	675.00
			TOTAL:	138,686.58
Water	Water Fund	EZARDS	SPRAY BOTTLES FOR H2O SAMP	7.96
		ARAMARK UNIFORM & CAREER APPAREL GROUP	WATER DEPT UNIFORMS	26.62
			WATER DEPT FLOOR MATS	14.84
			WATER DEPT UNIFORMS	26.62
			WATER DEPT FLOOR MATS	14.84
		GB MAINTENANCE SUPPLY	PAPER TOWELS, CUPS	27.40
		GOEHRI, GEORGE	DEC INS PREMIUM	50.20
		HI-TECH AUTO BODY INC	VEHICLE REPAIR - TK 51	2,943.00
		MO ONE CALL SYSTEM INC	LOCATES	53.40
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE & HOT CHOCOLATE	43.10
		CORE & MAIN LP	LOCATE PAINT	26.40
		CHASE CO INC	HYDRO EXCAVATOR RENTAL	460.00
		AMAZON CAPITAL SERVICES INC	ACCESS POINTS - PUBLIC WOR	233.23
			TOTAL:	3,927.61
Sewer	Sewer Fund	EZARDS	WRENCHES	31.97
			BULBS- G/S LIGHTS	5.99
		RP LUMBER INC	STOCK CHAIN	139.99
			SONO TUBE FOR METER RACK	7.99
		FASTENAL CO	SPRING NUTS & BOLTS	13.32
			ZIP TIES TO HANG CAPS	12.97
		ARAMARK UNIFORM & CAREER APPAREL GROUP	SEWER DEPT UNIFORMS	39.91
			SEWER DEPT FLOOR MATS	14.84
			SEWER DEPT UNIFORMS	39.92
			SEWER DEPT FLOOR MATS	14.84
		GB MAINTENANCE SUPPLY	PAPER TOWELS, CUPS	27.40
		MO ONE CALL SYSTEM INC	LOCATES	53.40
		EWT HOLDINGS III CORP	ODOR CONTROL-DUDE RNCH/PAS	11,145.75
			ODOR CONTROL-SANDS/KK-114	11,426.58
		MUNICIPAL EQUIPMENT CO	STOCK CONTACTORS	984.85
			SEAL FAIL RELAY - L/S 29-1	569.43
		O'REILLY AUTOMOTIVE STORES INC	STARTER SWITCH FOR JETTER	14.99
			RELAY FOR PUMP TRK PRESS W	27.69
			BRAKE CLEANER FOR PUMP REB	29.88
		CONSOLIDATED ELECTRICAL DISTR, INC	CONDUIT/COUPLING-STONELEDG	6.83
			SLIP JOINT-NEW MTR STONELE	30.65

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE & HOT CHOCOLATE	43.10
		BUTLER SUPPLY CO	GRND ROD, PARTS-STONELEDGE	42.31
			HEATER - ODOR CONTR BLDG T	330.81
			PVC EXP COUPLING-STONELEDG	19.01
			DINRAIL FOR 29-1 - RELAY H	23.15
		CORE & MAIN LP	LOCATE PAINT	26.40
		CORROSION TECHNOLOGIES INC	AIR METER CALIBRATION	250.00
		AMAZON CAPITAL SERVICES INC	ACCESS POINTS - PUBLIC WOR	233.24
			TOTAL:	25,607.21
Ambulance	Ambulance Fund	HAWKEN PAINT & BODY INC dba	DECAL REMOVAL- 2014 FORD E	384.39
		PRECISION AUTO & TIRE SERVICE LLC	TIRES - MEDIC 8	532.80
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	26.70
			TOTAL:	943.89
Lee C. Fine Airport	Lee C. Fine Airpor	ALPHA CUSTOM APPAREL LLC	EMBROIDERY ON UNIFORM APPA	43.50
		NAEGLER OIL CO	LCF EQUIP CHRG & SATELLITE	46.00
		CROWN PRODUCTS INC	SFN-HG2SP HNDLE GRD 295	107.77
		LO ENVIRONMENTAL LLC	LCF WATER TESTING-OIL & GR	441.00
			TOTAL:	638.27
Grand Glaize Airport	Grand Glaize Airpo	EZARDS	CABLE STOPS FOR HANGAR DOO	4.99
		ALPHA CUSTOM APPAREL LLC	EMBROIDERY ON UNIFORM APPA	87.00
		NAEGLER OIL CO	GG EQUIP CHRG & SATELLITE	46.00
		GENESIS LAMP CORPORATION	LAMP BULBS	463.88
			TOTAL:	601.87
===== FUND TOTALS =====				
10	General Fund			7,163.58
20	Transportation			138,686.58
30	Water Fund			3,927.61
35	Sewer Fund			25,607.21
40	Ambulance Fund			943.89
45	Lee C. Fine Airport Fund			638.27
47	Grand Glaize Airport Fund			601.87

	GRAND TOTAL:			177,569.01

TOTAL PAGES: 3

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 19, 2019
Originator: Karri Bell, City Treasurer
Presenter: Karri Bell, City Treasurer
Date Submitted: December 9, 2019

Agenda Item:

Bill 19-87 - An ordinance of the City of Osage Beach, Missouri, establishing a new Section 135.020.D. Investing, to the Osage Beach Code of Ordinances adopting an Investment Policy. *Second Reading*

Requested Action:

Second Reading of Bill #19-87

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:

None

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

As requested by the Board of Aldermen and City Administrator, I have with the assistance of the City Attorney prepared this Investment Policy. This policy reflects the State of Missouri's model policy with modifications made as a result of Government Finance Officer's Association (GFOA) Best Practices and training.

Recommend approval of this Investment Policy.

City Attorney Comments:

Per City Code 110.230, Bill 19-87 is in correct form.

City Administrator Comments:

The first reading was read and passed by the Board of Aldermen on December 5, 2019.

One of the items that came out of the Board Strategic Meetings was the potential need for an investment policy. The intent of this type of policy is to define procedures and practices in which city funds are to be managed and outlines investment activities that ensures the legality and effectiveness of fiscal management.

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ESTABLISHING A NEW SECTION 135.020 D. INVESTING, WITHIN THE OSAGE BEACH CODE OF ORDINANCES.

WHEREAS, the Board of Aldermen hereby finds that it is necessary to establish a policy that applies to the investment of all operating and reserve funds of the City of Osage Beach.

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

Section 1 That a new Section 135.020. D of the Osage Beach Code of Ordinances be and is hereby enacted as follows:

Section 135.020 Budget and Financial Control.

D. Reserves.

1. Investment Policy Established. The City shall establish an investment policy defining procedures and practices in which City funds are to be managed ensuring investment activities meet the legalities and effectiveness of fiscal management. This policy shall apply to the investment of all operating and reserve funds of the City of Osage Beach.
2. The Osage Beach Investment Policy as adopted by the Board of Aldermen, is attached hereto as Exhibit A.

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: December 5, 2019

READ SECOND TIME:

I hereby certify that Ordinance No.19.87 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:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No.19.87

John Olivarri, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach, Missouri
Investment Policy
Exhibit A to Section 135.020.D.

I. Governing Authority

This investment policy shall be operated in conformance with federal, state and local requirements including the Missouri State Statutes governing the investment of public funds.

II. Scope

This policy applies to the investment of all operating and reserve funds of the City of Osage Beach.

1. Pooling of Funds

Except for cash in certain restricted and special funds, the City of Osage Beach can consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

2. External Management of Funds

Investment through external programs, facilities and professionals operating in a manner consistent with this policy will constitute compliance.

III. General Objectives

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

1. Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

a. Credit Risk

The City of Osage Beach will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which the City of Osage Beach will do business; and,
- Diversifying the portfolio so that potential losses on individual investments will be minimized.

b. Interest Rate Risk

The City of Osage Beach will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- Investing operating funds primarily in shorter-term securities

2. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in bank deposits that offer same-day liquidity for short-term funds.

3. Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, considering the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap would improve the quality, yield, or target duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.

IV. Standards of Care

1. Prudence

All participants in the investment process shall act responsibly as custodians of the public trust. The standard of prudence to be applied by the City Treasurer and staff is the “prudent investor” rule, which states, “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

The City Treasurer and staff, acting in accordance with this policy and exercising due diligence, shall not be held personally responsible for a specific security’s credit risk or market price changes. The City Treasurer shall report any deviation to the City Administrator and Mayor and Board of Aldermen immediately and ensure that the appropriate action is taken to control adverse developments.

2. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City of Osage Beach.

3. Delegation of Authority

Authority to manage the investment program is granted to City Treasurer and derived from the Section 115.280 of the City Code of Ordinances and Missouri Revised Statutes 30.270, 110.010 and 110.020. Responsibility for the operation of the investment program is hereby delegated to the City Treasurer with approval of the City Administrator, who shall act in accordance with the established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to safekeeping, delivery vs. payment, investment accounting, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer. The City Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate staff.

V. Investment Transactions

1. Authorized Broker/Dealers and Financial Institutions

A list will be maintained of financial institutions authorized to provide investment transactions as stated above. In addition, a list may be maintained of approved security broker/dealers selected by creditworthiness as determined by the City Treasurer and approved by the Board of Aldermen. These may include “primary” dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements.
- Proof of National Association of Securities Dealers (NASD) certification.
- Proof of state registration.
- Resume, reputation and qualifications of sales representatives
- Firm references.
- Certification of having read, understood, and agreeing to comply with this investment policy.

An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the City Treasurer.

2. Internal Controls

The City Treasurer is responsible for establishing and maintaining an internal control structure that will be reviewed annually with the City's independent auditor. The internal control structure shall be designed to ensure that the assets of the City of Osage Beach are protected from loss, theft or misuse and to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits require estimates and judgments by management.

The internal controls shall address the following points:

- Control of collusion.
- Separation of transaction authority from accounting and record keeping within staffing constraints.
- Custodial safekeeping.
 - Securities delivered by book entry shall be held in third party safekeeping by the trust department of the bank in the name of the City of Osage Beach. The trust department of the bank will be a third party for the purposes of safekeeping of securities purchased from the bank.
- Avoidance of physical delivery securities.
- Clear delegation of authority to subordinate staff members.
- Written confirmation of transactions for investments and wire transfers.
- Development of a wire transfer agreement with the lead bank and third-party custodian.
- Accounting method. The City shall comply with the Government Accounting Standard Board (GASB) requirements in reporting assets.

3. Delivery vs. Payment

All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in eligible financial institutions prior to the release of funds. All securities shall be perfected in the name or for the account of the City of Osage Beach and shall be held by a third-party custodian as evidenced by safekeeping receipts. Certificates of deposit, money market, and investment pool purchases that are typically purchased without DVP can be purchased through a wire or other means provided due diligence has been performed on where the funds are being transferred.

VI. Suitable and Authorized Investments

1. Investment Types

In accordance with and subject to restrictions imposed by current statutes, the following list represents the entire range of investments that The City of Osage Beach will consider, and which shall be authorized for the investments of funds by the City of Osage Beach.

- a. United States Treasury Securities. The City of Osage Beach may invest in obligations of the United States government for which the full faith and credit of the United States are pledged for the payment of principal and interest. These are commonly referred to as “T-Bill.”
- b. United States Agency Securities & Instrumentalities. The City of Osage Beach may invest in obligations issued or guaranteed by any agency of the United States Government as described in VI. (2).
- c. Collateralized Public Deposits (Certificates of Deposit). Instruments issued by financial institutions which state that specified sums have been deposited for specified periods of time and at specified rates of interest. The certificates of deposit are required to be backed by acceptable collateral securities or insured by Government agencies such as FDIC as dictated by State statute.
- d. Local government investment pools either state-administered or developed through joint powers statutes and other intergovernmental agreement legislation.

2. Security Selection

The following list represents the entire range of United States Agency Securities that the City of Osage Beach will consider, and which shall be authorized for the investment of funds by the City of Osage Beach. Additionally, the following definitions and guidelines should be used in purchasing the instruments:

- a. U.S. Govt. Agency Coupon and Zero-Coupon Securities. Bullet coupon bonds with no embedded options and with final maturities of not greater than five (5) years.
- b. U.S. Govt. Agency Discount Notes. Purchased at a discount with maximum maturities of one (1) year.
- c. U.S. Govt. Agency Callable Securities. Restricted to securities callable at par only with final maturities of not greater than five (5) years.
- d. U.S. Govt. Agency Step-Up and Step-Down Securities. The coupon rate is fixed for an initial term. At coupon date, the coupon rate changes to a new, Predetermined rate for a specified period, restricted to securities with final maturities of not greater than five (5) years.

- e. U.S. Govt. Agency Floating Rate Securities. The coupon rate floats off one index, that resets at least quarterly, with a final maturity of not greater than five (5) years.
- f. U.S. Govt. Mortgage Backed Securities. Restricted to securities with final maturities of not greater than five (5) years.

3. Investment Restrictions and Prohibited Transactions

To provide for the safety and liquidity of the City's funds, the investment portfolio will be subject to the following restrictions:

- a. Borrowing for investment purposes ("Leverage") is prohibited.
- b. Instruments known as Structured Notes (e.g. inverse floaters, leveraged floaters, and equity-linked securities) are not permitted. Investment in any instrument, which is commonly considered a "derivative" instrument (e.g. options, futures, swaps, caps, floors, and collars), is prohibited.
- c. Contracting to sell securities not yet acquired in order to purchase other securities for purposes of speculating on developments or trends in the market is prohibited.

4. Collateralization

Collateralization in accordance with Section 30.270 of the Revised Statutes of Missouri will be required. Collateralization will be required on certificates of deposit. The market value (including accrued interest) of the collateral should be at least 102% unless fully collateralized by a FHLB irrevocable letter of credit.

For certificates of deposit, the market value of collateral must be at least 102% or greater of the amount of certificates of deposits plus demand deposits with the depository, less the amount, if any, which is insured by the Federal Deposit Insurance Corporation, or the National Credit Unions Share Insurance Fund. The FHLB letter of credit shall be equal to 100% of the amount of certificate of deposits plus demand deposits less applicable FDIC insurance.

All securities, which serve as collateral against the deposits of a depository institution, must be safekept at a non-affiliated custodial facility. Depository institutions pledging collateral against deposits must, in conjunction with the custodial agent, furnish the necessary custodial receipts within five business days from the settlement date.

The City of Osage Beach shall have a *depository contract and pledge agreement* with each safekeeping bank that will comply with the Financial Institutions, Reform, Recovery, and Enforcement Act of 1989 (FIRREA). This will ensure that the City's security interest in collateral pledged to secure deposits is enforceable against the receiver of a failed financial institution.

VII. Investment Parameters

1. Diversification

The investments shall be diversified to minimize the risk of loss resulting from over concentration of assets in specific maturity, specific issuer, or specific class of securities. Diversification may consist of investments authorized in section VI paragraph 1 herein.

Maximum Maturities

To the extent possible, the City of Osage Beach shall attempt to match its investments with anticipated cash flow requirements. All investments shall mature and become payable not more than five (5) years from the date of purchase and must be consistent with the City's investment objectives set out in this policy.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as in bank deposits, or money market mutual funds.

Maximum Maturities of Debt Service Reserve Funds

Investments of monies held as Debt Service Reserve Funds (DSRF) in a Certificate of Deposit or any other instrument, may not carry a maturity date that exceeds the final maturity date of the underlying debt issue.

VIII. Reporting

1. Methods

The City Treasurer shall prepare an investment report at least annually, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last year. This management summary will be prepared in a manner that will allow the City of Osage Beach to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the Board of Aldermen of the City of Osage Beach. The report will include the following:

- Listing of individual securities held at the end of the reporting period.
- Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration in accordance with Government Accounting Standards Board (GASB) 31 requirements.
- Average weighted yield to maturity of portfolio on investments.
- Percentage of the total portfolio which each type of investment represents.

3. Marking to Market

The market value of the portfolio shall be calculated annually and reported to the Board of Aldermen of the City of Osage Beach. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed.

IX. Policy Considerations

1. Adoption

This policy shall be adopted by ordinance by the Board of Aldermen of the City of Osage Beach. The policy shall be reviewed annually by the City Administrator and City Treasurer and recommended changes will be presented to the Board of Aldermen for consideration.

Chapter 135 Finance and Purchasing

Article I. Budget and Finance in General

Section 135.020 Budget and Financial Control

D. Investing.

1. Investment Policy Established. The City shall establish an investment policy defining procedures and practices in which City funds are to be managed ensuring investment activities meet the legalities and effectiveness of fiscal management. This policy shall apply to the investment of all operating and reserve funds of the City of Osage Beach.
2. Refer to the Osage Beach Investment Policy as adopted by the Board of Aldermen, Exhibit A.

New Section 135.020.D. added, noted in RED.

Exhibit A enclosed.

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 19, 2019
Originator: Ron White, Building Official
Presenter: Ron White, Building Official
Date Submitted: December 9, 2019

Agenda Item:

Bill 19-89 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute contract with Bales Construction Co. to complete the Osage Beach City Hall Bullet Resistant Glass Project in an amount not to exceed \$58,800. *Second Reading*

Requested Action:

Second Reading of Bill #19-89

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

None

Budgeted Item:

Yes

Budget Line Item/Title: 10 09-774256 Building Improvements

FY19 Budgeted Amount:	\$112,200.00
Expenditures to Date (11/22/19):	(\$ 13,964.00)
Available:	\$98,236.00

Requested Amount:	\$58,800.00
--------------------------	-------------

Department Comments and Recommendation:

Three bids were received for the Osage Beach City Hall Bullet Resistant Glass Project. The apparent low bidder did not provide a bid bond or include a bid for the entire scope of the project but, instead, provided a statement that some work would

need to be completed by someone else. The next lowest bidder, Bales Construction Co. provided a complete bid package, is experienced with this type of work and comes highly recommended. The Bales Construction Co. bid is \$8800.00 over the estimated budget amount. With one Building Improvement project (Ambulance Floor and Walls) remaining for 2019, being a lower priority than the bullet resistant glass and having an allocated amount of \$22,000.00; my recommendation is to award the contract to Bales Construction Co. in an amount not to exceed \$58,800.00 and modify the scope of the ambulance floor and walls project not to exceed the remaining available funds in account 10-09-774256.

City Attorney Comments:

Per City Code 110.230, Bill 19-89 is in correct form.

City Administrator Comments:

The first reading was read and passed by the Board of Aldermen on December 5, 2019.

This is a budgeted FY2019 project under 10-09-774256 Building Improvements and will be rfunded with CIT Funds, as stated in the budget. This is one of five projects budgeted in Building Improvements for FY2019.

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BALES CONSTRUCTION CO. TO COMPLETE THE OSAGE BEACH CITY HALL BULLET RESISTANT GLASS PROJECT IN AN AMOUNT NOT TO EXCEED \$58,800.

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

Section 1. That the Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Bales Construction CO. to complete the Osage Beach City Hall Bullet Resistant Glass Project in an amount not to exceed \$58,800.00 ("Exhibit A").

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Fifty-Eight Thousand Eight Hundred dollars (\$58,800.00).

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 and after the date of passage and approval by the Mayor.

READ FIRST TIME: December 5, 2019 READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.89 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 her signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.89.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

BID OPENING

OSAGE BEACH BULLET RESISTANT GLASS 2

11/15/2019

10:00 a.m.

The following bids were opened by Deputy City Clerk Dorothy Urlicks and witnessed by Assistant City Administrator Mike Welty.

[illegible]

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 19, 2019
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator
Date Submitted: December 17, 2019

Agenda Item:

Public Hearing on Bill #19.90 - FY2020 Operating Budget Adoption

Requested Action:

Public Hearing

Ordinance Referenced for Action:

In accordance with section 135.020.B.2 Budget and Financial Control, Adoption, the Mayor and Board of Aldermen shall adopt the annual budget prior to the first day of the fiscal year, January 1. A Public Hearing shall precede the adoption of the budget.

Deadline for Action:

Yes - FY2020 annual budget shall be adopted prior to January 1, 2020

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

City Administrator Comments:

Per City Code Chapter 135, a public hearing shall precede the adoption of the annual budget. This is a time set aside for the public to make comments or ask questions on the proposed FY2020 annual operating budget.

The following are the appropriated expenditures set forth in said budget set for approval.

General Fund	\$ 8,007,316
CIT Fund	\$ 1,838,160
Transportation Fund	\$ 3,891,609
Water Fund	\$ 3,790,864
Sewer Fund	\$ 3,099,666
Ambulance Fund	\$ 627,494
Lee C Fine Airport Fund	\$ 4,898,504
Grand Glaize Airport Fund	\$ 308,895
Prewitt's Point TIF	\$ 2,227,625
Dierbergs TIF	\$ 768,340
 Total Expenditures	 \$29,458,473

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 19, 2019
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator
Date Submitted: December 17, 2019

Agenda Item:

Bill 19-90 - An ordinance of the City of Osage Beach, Missouri, adopting an annual budget for the fiscal year beginning January 1, 2020, and ending December 31, 2020, and appropriating funds pursuant thereto. *First and Second Reading*

Requested Action:

First and Second Reading of Bill #19-90

Ordinance Referenced for Action:

In accordance with section 135.020.B.2 Budget and Financial Control, Adoption, the Mayor and Board of Aldermen shall adopt the annual budget prior to the first day of the fiscal year, January 1.

Deadline for Action:

Yes - FY2020 annual budget shall be adopted prior to January 1, 2020.

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 19-90 is in correct form.

City Administrator Comments:

The enclosed Fund Summary represents in total the revenues and expenditures for the FY2020 Budget Draft #3.

Draft #3 represents the corrections and changes from the budget workshop #4 held on December 12, 2019. The changes included, 1) Health, Dental, and Vision Expenditure change to reflect no increases in rates that will be effective July 2020, 2) Radio

Console Purchase lease financing for 3 year, 3) Meet Reserve Targets, 4) Removal of the Enterprise Program Expenditures (and corresponding revenues) for all funds, 5) General Fund Capital Expenditures not to exceed \$200,000, specifically \$100,000 subsidized with CIT Funds.

Also enclosed is a comparison of General Fund Capital; draft #2 vs. draft #3.

The complete Draft #3 FY2020 Operating Budget with all line item details will be made available separate from the summary sheet.

The following are the appropriated expenditures set for in said budget set for approval:

General Fund	\$ 8,007,316
CIT Fund	\$ 1,838,160
Transportation Fund	\$ 3,891,609
Water Fund	\$ 3,790,864
Sewer Fund	\$ 3,099,666
Ambulance Fund	\$ 627,494
Lee C Fine Airport Fund	\$ 4,898,504
Grand Glaize Airport Fund	\$ 308,895
Prewitt's Point TIF	\$ 2,227,625
Dierbergs TIF	\$ 768,340
Total Expenditures	\$29,458,473

This is a request for first and second reading, preceded by a public hearing.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2020, AND ENDING DECEMBER 31, 2020, AND APPROPRIATING FUNDS PURSUANT THERETO

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

Section 1. That the budget for the City of Osage Beach, Missouri, for the fiscal year beginning January 1, 2020 and ending December 31, 2020, a copy of which is attached hereto as Exhibit A, is made a part hereof as if fully set forth herein is hereby adopted.

Section 2. That funds are hereby appropriated for expenditures set forth in said budget and approved as follows:

General Fund	\$ 8,007,316
CIT Fund	\$ 1,838,160
Transportation Fund	\$ 3,891,609
Water Fund	\$ 3,790,864
Sewer Fund	\$ 3,099,666
Ambulance Fund	\$ 627,494
Lee C Fine Airport Fund	\$ 4,898,504
Grand Glaize Airport Fund	\$ 308,895
Prewitt's Point TIF	\$ 2,227,625
Dierbergs TIF	\$ <u>768,340</u>
 TOTAL EXPENDITURES	 \$ 29,458,473

Section 3. The City Administrator is hereby authorized to effect transfers of amounts less than Three Thousand Dollars (\$3,000) between line items, within departments, within the same fund.

Section 4. This Ordinance shall be in full force and effect January 1, 2020.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No. 19.90 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:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.90.

John Olivarri, Mayor

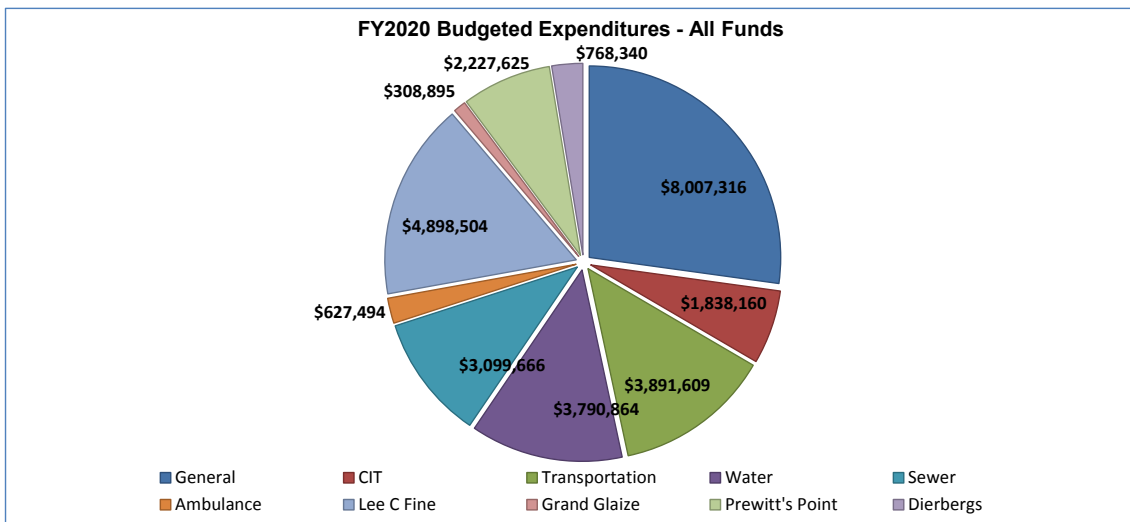
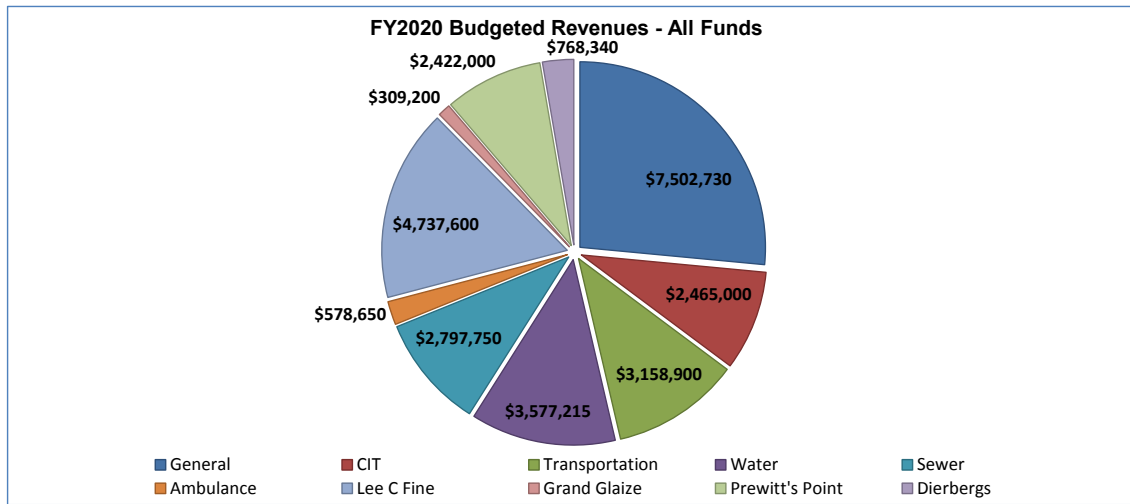
Date

ATTEST:

Tara Berreth, City Clerk

**City of Osage Beach
FY2020 Operating Budget
Fund Summary**

	Governmental Funds			Enterprise Funds					Component Units		TOTAL
	General	Capital Improvement Tax (CIT)	Transportation	Water	Sewer	Ambulance	Lee C Fine	Grand Glaize	Prewitt's Point	Dierbergs	
Cash & Equivalent Balance January 1, 2020	\$ 2,109,188	\$ 1,041,484	\$ 4,294,050	\$ 2,978,237	\$ 4,620,403	\$ 51,769	\$ 199,575	\$ 18,954	\$ 2,904,968	\$ -	\$ 18,218,628
Revenue	\$ 7,502,730	\$ 2,465,000	\$ 3,158,900	\$ 3,577,215	\$ 2,797,750	\$ 578,650	\$ 4,737,600	\$ 309,200	\$ 2,422,000	\$ 768,340	\$ 28,317,385
Expenditures											
Personnel Services	4,834,419	-	568,762	332,445	553,965	481,527	209,970	158,150	-	-	7,139,238
Operations & Maintenance	2,456,611	338,160	1,239,913	524,150	1,563,967	123,726	688,534	150,745	28,000	7,600	7,121,406
Capital Expenditures	199,378	-	1,923,934	265,134	292,934	-	4,000,000	-	-	-	6,681,380
Debt Service	216,908	-	-	2,669,135	688,800	22,241	-	-	2,199,625	760,740	6,557,449
Transfer to Other Funds	300,000	1,500,000	159,000	-	-	-	-	-	-	-	1,959,000
Total Expenditures	\$ 8,007,316	\$ 1,838,160	\$ 3,891,609	\$ 3,790,864	\$ 3,099,666	\$ 627,494	\$ 4,898,504	\$ 308,895	\$ 2,227,625	\$ 768,340	\$ 29,458,473
Cash & Equivalent Balance December 31, 2020	\$ 1,604,602	\$ 1,668,324	\$ 3,561,341	\$ 2,764,588	\$ 4,318,487	\$ 2,925	\$ 38,671	\$ 19,259	\$ 3,099,343	\$ -	\$ 17,077,540



**City of Osage Beach
FY2020 Operating Budget
Fund 10 - General Fund**

All General Fund Capital		
	EXPENDITURE	CORRESPONDING REVENUE
<u>BUILDING INSPECTION 10-08</u>		
Desk Chair	250	-
Fleet Vehicles (Qty 2)	-	-
Total Building Inspection	\$ 250	\$ -
<u>BUILDING MAINTENANCE 10-09</u>		
LED Can Lights (Interior)	2,300	-
Stone Trash Cans (Replace)	3,000	-
Parking Lot LED Lights (CIT Funds)	3,500	1,500
Parking Blocks (CIT Funds)	3,500	3,500
Remove/Replace Sidewalk - Police Side (CIT Funds)	-	-
Flooring Replacement - Police Side (CIT Funds)	-	-
Parking Lot Improvements (CIT Funds)	85,000	85,000
Lobby Guest Chairs (Qty 6), Lobby Tables (Qty 3), Admin Area Chairs (Qty 2)	2,000	-
Chairs (Dias - Qty 13 & Pit - Qty 8)	3,000	-
Council Chamber Audience Chairs (Qty 90)	-	-
Total Building Maintenance	\$ 102,300	\$ 90,000
<u>PARKS 10-10</u>		
Life Preserver - Lake Front	-	-
Temporary Outfield Fencing	-	-
Trash/Recycling Enclosures	2,500	-
Picnic Tables (Qty 3)	3,000	-
Soccer Goals (Qty 2)	7,500	-
Menu Television	-	-
POS Monitor	550	-
Fork Extensions	-	-
Mobile Diesel Tank	610	-
Weedeaters (Qty 2)	600	-
Leaf Blowers (Qty 2)	1,000	-
Vehicle/Trail Counter	-	-
Field Painter	2,600	-
Utility Vehicle (Additional)	16,000	-
Peanick Park Irrigation Pumps	1,500	-
Dump Truck (Replace)	-	-
Sidewalk - Parkwide (CIT Funds)	-	-
ADA Enhancement Concrete Work - Peanick Field 1 (CIT Funds)	-	-
Volleyball Hillside Rock (CIT Funds)	10,000	10,000
City Park Entrance Gate (CIT Funds)	10,000	-
Backstop Block - Peanick Park (CIT Funds)	-	-
Plants, Trees, Landscaping	2,000	-
Total Parks	\$ 57,860	\$ 10,000

OVERHEAD 10-13

Transcription Software	1,000	-
Total Overhead	\$ 1,000	\$ -

POLICE 10-14

Mobile Computer Terminals and Accessories (Qty 2)	7,610	-
Fleet Vehicles (Qty 5)	-	-
Tasers (Qty 10)	10,000	-
Total Police	17,610	-

911 CENTER 10-15

Chairs (Qty 3)	2,608	-
Total 911 Center	\$ 2,608	-

ENGINEERING 10-18

Fleet Vehicle (Qty 1)	-	-
Total Engineering	\$ -	\$ -

INFORMATION TECHNOLOGY 10-19

HD Cloning Device	200	-
Projector	800	-
Laptops (Qty 5)	3,750	-
Printer Replacement	-	-
Battery Backups (Qty 20)	-	-
Port Switches (Qty 2)	9,000	-
Access Points (Qty 20)	-	-
Total Information Technology	\$ 13,750	\$ -

ECONOMIC DEVELOPMENT 10-21

Banners	4,000	-
Holiday Light Displays	-	-
Total Economic Development	\$ 4,000	\$ -

TOTAL ALL CAPITAL

\$ 199,378	\$ 100,000
-------------------	-------------------

Total CIT Subsidy	\$ 100,000
--------------------------	-------------------

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 19, 2019
Originator: Edward Rucker, City Attorney
Presenter: Edward Rucker, City Attorney
Date Submitted: December 6, 2019

Agenda Item:

Bill 19-91- An ordinance of the City of Osage Beach, Missouri, establishing the offense of keeping a dangerous dog and the penalty and the provision for seizing and destroying the animal and to provide authority to seek a warrant to seize any animal kept, maintained or harbored in violation of Chapter 205 of the Osage Beach Municipal Code. *First Reading*

Requested Action:

First Reading of Bill #19-91

Ordinance Referenced for Action:

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

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

This ordinance will create the offense of keeping a dangerous dog or other animal and provide for the seizure impoundment and destruction so such animal when necessary.

City Attorney Comments:

Per City Code 110.230, Bill 19-91 is in correct form.

City Administrator Comments:

This is an ordinance change that the departments and the City Attorney have deemed necessary based on previous situations encountered. I concur with the City Attorney's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ESTABLISHING THE OFFENSE OF KEEPING A DANGEROUS DOG OR OTHER ANIMAL AND THE PENALTY AND THE PROVISION FOR SEIZING AND DESTROYING THE ANIMAL AND TO PROVIDE AUTHORITY TO SEEK A WARRANT TO SEIZE ANY ANIMAL KEPT, MAINTAINED OR HARBORED IN VIOLATION OF CHAPTER 205 OF THE OSAGE BEACH MUNICIPAL CODE.

WHEREAS, the Board of Aldermen recognizes that dogs, pets and domestic animals are a choice for many people and families that enrich their lives; and,

WHEREAS, the Board of Aldermen recognizes that dogs, pets and domestic animals may in certain circumstances become dangerous and must be controlled within the city; and,

WHEREAS, the Board of Aldermen conclude the city should have the tools necessary to address any dangerous dogs, pets or domestic animals:

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

Section 1. That a new Article V Dangerous Animals consisting of new Sections 205.400 Dangerous Animals and Section 205.410 Warrant for Seizure and Disposition of Dangerous Animals, of the Osage Beach Code of Ordinances be and is hereby enacted as follows:

Sections 205.400 Dangerous Animals

1. A person commits the offense of keeping a dangerous dog or other animal if he or she owns or possesses a dog or other animal that has previously bitten a person or a domestic animal without provocation and that dog or other animal bites any person on a subsequent occasion.
2. The offense of keeping a dangerous dog or other animal shall be punishable under the general penalty section 100.190 of this code.
3. In addition to the penalty included in subsection 2 of this section, if any dog or other animal that has previously bitten a person or a domestic animal without provocation bites any person on a subsequent occasion or if a dog or other animal that has not previously bitten a person attacks and causes serious injury to or the death of any human, the dog or other animal shall be seized immediately by an animal control authority or by the Chief of Police or any Osage Beach Police Officer. The dog or other animal shall be impounded and held for at least ten business days. After the owner or possessor is given written notification, and after the expiration of the ten-day period, the animal may thereafter be destroyed.
4. The owner or possessor of the dog or other animal that has been impounded may file a written appeal to the Twenty Sixth Judicial Circuit Court, or to the Osage Beach Municipal Division of

the Circuit Court to contest the impoundment and destruction of such dog. The owner or possessor shall provide notice of the filing of the appeal to the animal control authority or Chief of Police who seized the dog. If the owner or possessor files such an appeal and provides proper notice, the dog or other animal shall remain impounded and shall not be destroyed while such appeal is pending and until the court issues an order for the destruction of the dog. The court shall hold a disposition hearing within thirty days of the filing of the appeal to determine whether such dog or other animal shall be humanely destroyed. The court may order the owner or possessor of the dog or other animal to pay the costs associated with the animal's keeping and care during the pending appeal.

Section 205.410 Warrant for Seizure and Disposition of Dangerous Animals

- A. Any duly authorized Public Health Official or Law Enforcement Official may seek a warrant from the Osage Beach Municipal Division of the 26th Judicial Circuit Court to enable him/her to enter private property in order to seize or impound any dangerous dog, pet or domesticated animal. All requests for such warrants shall be accompanied by an affidavit stating the probable cause to believe a violation of this Chapter 205 has occurred. A person acting under the authority of a warrant shall not be liable for any necessary damage to property while acting under such warrant. All animals impounded pursuant to a warrant issued under this Section shall be:
 - 1. Placed in the care or custody of a veterinarian, the appropriate animal control authority, or an animal shelter. If no appropriate veterinarian, animal control authority, or animal shelter is available, the animal shall not be impounded unless it is diseased or disabled beyond recovery for any useful purpose; or
 - 2. If it is determined by a veterinarian that an animal impounded under a warrant diseased or disabled beyond recovery for any useful purpose, that animal may be humanely killed.
- B. The owner or custodian of any dog pet or domestic animal who has been found to be dangerous and seized under this section shall be liable for reasonable costs for the care and maintenance or other disposition of the animal. Any person incurring reasonable costs for the care and maintenance of such an animal shall have a lien against such animal until the reasonable costs have been paid. The City may humanely kill such animal if such costs are not paid within ten (10) days after demand. Any monies received for an animal adopted pursuant to this Subsection in excess of costs shall be paid to the owner of such animal.

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 Ordinance No.19.91 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:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No.19.91.

John Olivarri, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 19, 2019
Originator: Edward Rucker, City Attorney
Presenter: Edward Rucker, City Attorney
Date Submitted: December 13, 2019

Agenda Item:

Bill 19-92 - An ordinance of the City of Osage Beach, Missouri, accepting Dorothy Lane as a City Street as described in Exhibit A. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #19-92

Ordinance Referenced for Action:

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

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Not Applicable

Department Comments and Recommendation:

Recommend adoption promptly to provide winter snow removal and city maintenance.

Attached are the following:

Exhibit A, a plat designating Dorothy Lane.

Exhibit B the warrants deed for Dorthy Land and the deed for a small piece of adjoining property necessary to the street and the drainage easements,

Exhibit D the petition to accept Dorothy public road executed by the adjoining land owners.

City Attorney Comments:

Per City Code 110.230, Bill 19-92 is in correct form.

City Administrator Comments:

The Dorothy Lane Project was in partnership with the Osage Beach Special Road District (OBSRD). Project construction was completed in September 2019.

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ACCEPTING DOROTHY LANE AS A CITY STREET AS DESCRIBED IN EXHIBIT A.

WHEREFORE, Dorothy Lane has been brought up to City Standards by the Osage Beach Special Road District; and,

WHEREFORE all adjoining property owners but one have consented to the City taking Dorothy Lane into City inventory and the last adjoining owner has never responded to multiple attempts to contact her but has not voiced any opposition to taking Dorothy Lane into City inventory; and,

WHEREAS; the City owns the ground upon which Dorothy Lane is situated by a Warranty Deed from the developer, the previous owner,

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

Section 1. The Board of Aldermen of the City of Osage Beach, Missouri, does hereby find and declare that it is in the best interest of the City to accept Dorothy Lane into the City's street inventory as described in the attached Exhibit A.

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

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

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.92 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:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.92.

Date

ATTEST:

John Olivarri, Mayor

Tara Berreth, City Clerk

Exhibit A

ACKNOWLEDGMENT

STATE OF MISSOURI)
COUNTY OF CAMDEN)

On this _____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared Tara Berreth, to me known, who being by me duly sworn, did say that she is the City Clerk of the City of Osage Beach, Missouri, a municipal corporation, and that the seal affixed to the foregoing Ordinance is the municipal seal of the City of Osage Beach, and that said Ordinance was signed and sealed in behalf of said corporation by authority of its Board of Aldermen, and said Tara Berreth acknowledged said Ordinance to be the free act and deed of said municipality.

Tara Berreth

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

Notary Public

Printed
Name _____

—
My commission expires: _____

SHEET: 2 C



Recorded in Camden County, Missouri



Recording Date/Time: 03/14/2019 at 02:58:31 PM

Book: 815 Page: 117

Type: WD

Pages: 2

Fee: \$27.00 & 20190002267

CITY OF OSAGE BEACH



After Recording Return

Deed To:

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

Warranty Deed

This indenture, made on the 15th day of February 2019, by and between **Future Land Development Inc., a Missouri Corporation**, parties of the first part, and **City of Osage Beach**, of the County of Camden, State of Missouri, party of the second part. (Mailing address of said party of the first part is: (100 Palomia Drive, San Benito, TX 78586)

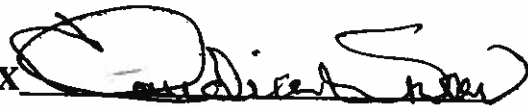
Witnesseth, that the said party of the first part, in the consideration of the sum of ten and no/100 dollars, and other valuable considerations, to them paid by the said party of the second part, and the receipt of which is hereby acknowledged, do by these presents, grant, bargain and sell, convey and confirm, unto the said party of the second part, its successors, heirs and assigns, the following described real estate, lying, being and situated in the county of Camden and State of Missouri, to-wit:

All of Dorothy Lane of "First Addition to Lot 1E of Sunset Twenty-Two First Addition Amended Plat", a subdivision in Camden County, Missouri, according to the plat thereof on file and of record in Plat Book 76, page 48, in the Office of the Recorder of Deeds, Camden County, Missouri.

To have and to hold the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities hereto belonging, or in anywise appertaining, unto the said party of the second part and unto its successors, heirs and assigns forever, the said first party hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that they have good right to convey the same, that the said premises are free and clear of any encumbrances done or suffered by them or those under

whom they claim and that they will warranty and defend the title to the said premises unto the said party of the second part and unto its successors, heirs and assigns forever; against the lawful claims and demands of all persons whomsoever.

Signed and executed this 15th day of February, 2019.

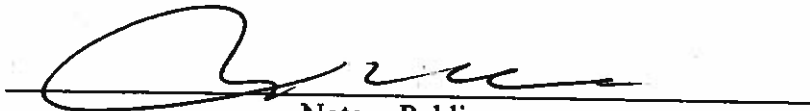
X 

Claudia Snow, President
Future Land Development, Inc.

STATE OF Texas
COUNTY OF Campan

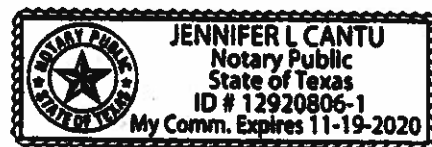
BEFORE ME, the undersigned authority, on this day personally appeared Claudia Snow, personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she is the President of Future Land Development, Inc. and acknowledged that she executed the same as her free act and deed.

Given under my hand and seal of office this the 15th day of February, 2019.


Notary Public

My Commission Expires:

11-19-2020



Recorded in Camden County, Missouri



Recording Date/Time: 03/14/2019 at 02:56:28 PM

Book: 815 Page: 114

Type: WD

Pages: 2

Fee: \$27.00 & 20190002267

CITY OF OSAGE BEACH



After Recording Return

Deed To:

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

Missouri Warranty Deed

This indenture, made on the 30 day of January, 2019, by and between **Richard F. Hunt, Jr., husband and surviving spouse of Pamela J. Hunt**, parties of the first part, and **City of Osage Beach**, of the County of Camden, State of Missouri, party of the second part. (Mailing address of said party of the first part is: **(1126 Dorothy Lane, Osage Beach, Missouri 65065)**)

Witnesseth, that the said party of the first part, in the consideration of the sum of ten and no/100 dollars, and other valuable considerations, to them paid by the said party of the second part, and the receipt of which is hereby acknowledged, do by these presents, grant, bargain and sell, convey and confirm, unto the said party of the second part, its successors, heirs and assigns, the following described real estate, lying, being and situated in the county of Camden and State of Missouri, to-wit:

A strip of land located in Section 6, Township 39 North, Range 15 West, Camden County, Missouri, being part of Lot 1E of First Addition to Lot 1E of Sunset Twenty-Two First Addition Amended Plat, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record in Plat Book 76, page 48, in the Office of the Recorder of Deeds, Camden County, Missouri, and being more particularly described as follows:

Commencing at the Southwest Corner of said Lot E of A Resubdivision of Lots 5 and 6 of Sunset Twenty-Two, run along the south line of said Lot E, North 89 degrees 08 minutes 00 seconds East a distance of 6.90 feet for the POINT OF BEGINNING; thence continuing along the said south line, North 89 degrees 08 minutes 00 seconds East a distance of 8.10 feet to a point on the west right-of-way of a 40 foot wide road known as Dorothy Lane being on a cul-de-sac

with a radius of 30 feet; thence departing the said south line, running along and with the said right-of-way in a southern direction, along a curve to the left with a radius of 30.00 feet, an arc length of 33.00 feet, a chord bearing of South 15 degrees 48 minutes 16 seconds West and a chord distance of 31.36 feet; thence departing the said right-of-way, along a curve to the right in a northern direction with a radius of 29.00 feet, an arc length of 31.59 feet, a chord bearing of North 00 degrees 51 minutes 07 seconds East and a chord distance of 30.06 feet, returning to the point of beginning, and contains 113 square feet, more or less. Subject to any right-of-way, restrictions, reservations, condition easements and exceptions of record.

To have and to hold the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities hereto belonging, or in anywise appertaining, unto the said party of the second part and unto its successors, heirs and assigns forever, the said first party hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that they have good right to convey the same, that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will warranty and defend the title to the said premises unto the said party of the second part and unto its successors, heirs and assigns forever; against the lawful claims and demands of all persons whomsoever.

Signed and executed this 30 day of January, 2019.

X Richard F. Hunt Jr

Richard F. Hunt, Jr., husband and surviving spouse of Pamela J. Hunt

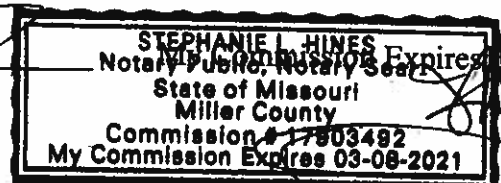
STATE OF MO

COUNTY OF Candler

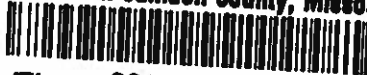
BEFORE ME, the undersigned authority, on this day personally appeared Richard F. Hunt, Jr., husband and surviving spouse of Pamela J. Hunt, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for his uses, purposes and considerations therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 30 day of January, 2019.

Stephanie L. Hines
Notary Public



Recorded in Camden County, Missouri



Recording Date/Time: 03/14/2019 at 02:58:30 PM

Book: 815

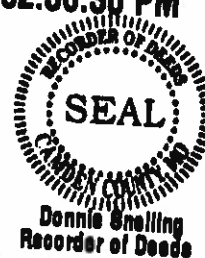
Page: 116

Type: EASE

Pages: 2

Fee: \$27.00 & 20190002267

CITY OF OSAGE BEACH



CITY OF OSAGE BEACH

Permanent Drainage Easement

Jillian Benton & Jacqueline Fufts
09-3.0-06.2-000.0-002-086.000

Date

2/8/2019

THIS EASEMENT entered into by: Jillian K. Benton, a single person, and Jacqueline K. Fufts, a married person, herein referred to as GRANTORS, whose mailing address is: 1118 Dorothy Lane, Osage Beach, MO 65065, and City of Osage Beach, a municipality, GRANTEE, whose mailing address is: 1000 City Parkway, Osage Beach, MO, 65065. Wherein GRANTORS, in consideration of the sum of ONE and 00/100----- DOLLARS, (\$ 1.00), and other valuable consideration, receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its and their respective successors, assigns and licensees, a permanent drainage easement to construct, operate, maintain, inspect, replace and remove such municipally owned and operated city drainage improvements and all appurtenances thereto, as may be required by Grantee from time to time, upon, over and across a strip of Grantors' land situated in Camden County, State of Missouri, and described as follows:

AN EASEMENT, located in Section 6, Township 39 North, Range 15 West, Camden County, Missouri, being part of Lot 1C of First Addition to Lot 1E of Sunset Twenty-Two First Addition Amended Plat, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record in Plat Book 76, Page 48, in the Office of the Recorder of Deeds, Camden County Missouri, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 1C also being on the southern right-of-way of the 30 foot radius cul-de-sac of Dorothy Lane, run along and with the said right-of-way along a curve to the left with a radius of 30.00 feet, an arc length of 4.46 feet, a chord bearing of South 71 degrees 46 minutes 42 seconds East and a chord distance of 4.46 feet; thence departing the said right-of-way, South 02 degrees 16 minutes 53 seconds East a distance of 92.54 feet; thence South 87 degrees 43 minutes 07 seconds West a distance of 10.00 feet; thence North 02 degrees 16 minutes 53 seconds West a distance of 6.95 feet to a point on the said west line of Lot 1C; thence along and with the said west line, North 25 degrees 54 minutes 00 seconds East a distance of 18.83 feet to an iron pin; thence continue along said west line, North 59 degrees 28 minutes 00 seconds West a distance of 10.58 feet; thence departing said west line, North 02 degrees 16 minutes 53 seconds West a distance of 46.01 feet to a point on the said west line of Lot 1C; thence along and with said west line, North 14 degrees 55 minutes 00 seconds East a distance of 19.70 feet returning to the point of beginning. Subject to any rights-of-way, restrictions, reservations, condition easements and exceptions of record.

TO HAVE AND TO HOLD same, with all rights and appurtenances to the same belonging unto Grantee, its successors, assigns and licensees, until the use of the easement is relinquished or abandoned, including the right of ingress and egress to and from the easement by reasonable routes across Grantors' property.

Grantee, its successors, assigns and licensees, shall repair and restore the property and pay for damage to crops and other property following construction and maintenance work. Further, Grantors reserve the right to use and enjoy their interests in the easement area insofar as the exercise thereof does not endanger or interfere with the construction, operation and

maintenance of said drainage improvements. Grantors warrant that they are the owners of the land here conveyed, and they have the right to make this conveyance and receive the payment therefor, and Grantors covenant that Grantee, its successors, assigns and licensees, may quietly enjoy the premises for the uses herein stated, subject to the aforesaid previously conveyed easement.

EXECUTION

(Please use **BLACK** ink only)

Signed and executed this 24th day of February, 2019

x Jillian K. Benton
Jillian K. Benton

x Jacqueline K. Fults
Jacqueline K. Fults

ACKNOWLEDGEMENT

(Please use **BLACK** ink only)

STATE OF MISSOURI

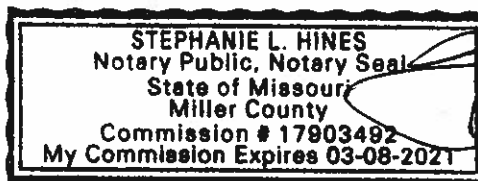
COUNTY OF Candela

BEFORE ME, the undersigned authority, on this day personally appeared Jillian K. Benton and Jacqueline K. Fults, personally known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they, executed the same for their, purposes and considerations therein expressed as their free and voluntary act and deed.

Given under my hand and seal of office this the 24th day of February, 2019

Stephanie L. Hines
Notary Public

My Commission Expires: 3/8/21





Recording Date/Time: 03/14/2019 at 02:58:29 PM

Book: 815 Page: 115

Type: EASE

Pages: 2

Fee: \$27.00 & 20190002267

CITY OF OSAGE BEACH



CITY OF OSAGE BEACH

Permanent Drainage Easement

Joana Jetzabet Olivera

09-3.0-06.2-000.0-002-087.000

Date

2/22/19

THIS EASEMENT entered into by: Joana Jetzabet Olivera, a single person, herein referred to as GRANTOR, whose mailing address is: 1122 Dorothy Lane, Osage Beach, MO 65065, and City of Osage Beach, a municipality, GRANTEE, whose mailing address is: 1000 City Parkway, Osage Beach, MO, 65065. Wherein GRANTORS, in consideration of the sum of ONE and 00/100----- DOLLARS, (\$ 1.00), and other valuable consideration, receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its and their respective successors, assigns and licensees, a permanent drainage easement to construct, operate, maintain, inspect, replace and remove such municipally owned and operated city drainage improvements and all appurtenances thereto, as may be required by Grantee from time to time, upon, over and across a strip of Grantors' land situated in Camden County, State of Missouri, and described as follows:

AN EASEMENT, located in Section 6, Township 39 North, Range 15 West, Camden County, Missouri, being part of Lot 1D of Sunset Twenty-Two First Addition Amended Plat, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record in Plat Book 74, Page 44, in the Office of the Recorder of Deeds, Camden County Missouri, being more particularly described as follows:

Beginning at the Northeast corner of said Lot 1D also being on the southern right-of-way of the 30 foot radius cul-de-sac of Dorothy Lane, run along and with the east line of said Lot 1D, South 14 degrees 55 minutes 00 seconds West a distance of 19.70 feet; thence departing the said east line, North 02 degrees 16 minutes 53 seconds West a distance of 22.36 feet to a point on the said southern right-of-way; thence along and with said right-of-way, along a curve to the left with a radius of 30.00 feet, an arc length of 6.83 feet, a chord bearing of South 60 degrees 59 minutes 42 seconds East and a chord distance of 6.82 feet, returning to the point of beginning. Subject to any rights-of-way, restrictions, reservations, condition easements and exceptions of record.

Also, Beginning at the Northeast corner of said Lot 1D also being on the southern right-of-way of the 30 foot radius cul-de-sac of Dorothy Lane, run along and with the east line of said Lot 1D, South 14 degrees 55 minutes 00 seconds West a distance of 59.80 feet to an existing iron pin; thence continue along said east line, South 59 degrees 28 minutes 00 seconds East a distance of 14.12 feet for the POINT OF BEGINNING; thence continue along the said east line, South 59 degrees 28 minutes 00 seconds East a distance of 10.58 feet to another existing iron pin; thence continue along the said east line South 25 degrees 54 minutes 00 seconds West a distance of 18.83 feet; thence departing the said east line North 02 degrees 16 minutes 53 seconds West a distance of 22.33 feet, returning to the point of beginning. Subject to any rights-of-way, restrictions, reservations, condition easements and exceptions of record.

TO HAVE AND TO HOLD same, with all rights and appurtenances to the same belonging unto Grantee, its successors, assigns and licensees, until the use of the easement is relinquished or abandoned, including the right of ingress and egress to and from the easement by reasonable routes across Grantors' property.

Grantee, its successors, assigns and licensees, shall repair and restore the property and pay for damage to crops and other property following construction and maintenance work. Further, Grantors reserve the right to use and enjoy their interests in the easement area insofar as the exercise thereof does not endanger or interfere with the construction, operation and maintenance of said drainage improvements. Grantors warrant that they are the owners of the land here conveyed, and they have the right to make this conveyance and receive the payment therefor, and Grantors covenant that Grantee, its successors, assigns and licensees, may quietly enjoy the premises for the uses herein stated, subject to the aforesaid previously conveyed easement.

EXECUTION

(Please use **BLACK** ink only)

Signed and executed this 22 day of February, 2019

x Joana Jetzabet Olivera
Joana Jetzabet Olivera

ACKNOWLEDGEMENT

(Please use **BLACK** ink only)

STATE OF MISSOURI

COUNTY OF Candia

BEFORE ME, the undersigned authority, on this day personally appeared Joana Jetzabet Olivera, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she, executed the same for her, purposes and considerations therein expressed as her free and voluntary act and deed.

Given under my hand and seal of office this the 22 day of February, 2019

Stephanie L. Hines
Notary Public

My Commission Expires: 3/8/21



**PETITION TO THE BOARD OF ALDERMEN
OF THE CITY OF OSAGE BEACH, MISSOURI
TO ESTABLISH A PUBLIC ROAD**

We the undersigned property owners in Osage Beach, Missouri, who represent at least 95% of the property owners of the private drive, and have residences or businesses on the private road being offered to the City of Osage Beach, do hereby petition the Board of Aldermen to accept as a public road the following described right of way:

Dorothy Lane

Right of Way and Easements are attached

We the undersigned understand that the Board of Aldermen may choose not to accept the roadway, or may require additional information, improvements, or action by the petitioners prior to acceptance. Petitioners understand there are minimum requirements as set forth in Section 22 of the Code of Ordinances, which must be met prior to the Board of Aldermen considering acceptance.

PRINTED NAME

ADDRESS

SIGNATURE

DATE _____

Richard Hunt

1126 Dorothy Lane

x Revised Act

8-19-19

Joana Olivera

1122 Dorothy Lane

Jillian Benton

1118 Dorothy Lane

Janeice Griffin

1114 Dorothy Lane

Anthony Smith

1110 Dorothy Lane

**PETITION TO THE BOARD OF ALDERMEN
OF THE CITY OF OSAGE BEACH, MISSOURI
TO ESTABLISH A PUBLIC ROAD**

We the undersigned property owners in Osage Beach, Missouri, who represent at least 95% of the property owners of the private drive, and have residences or businesses on the private road being offered to the City of Osage Beach, do hereby petition the Board of Aldermen to accept as a public road the following described right of way:

Dorothy Lane

Right of Way and Easements are attached

We the undersigned understand that the Board of Aldermen may choose not to accept the roadway, or may require additional information, improvements, or action by the petitioners prior to acceptance. Petitioners understand there are minimum requirements as set forth in Section 22 of the Code of Ordinances, which must be met prior to the Board of Aldermen considering acceptance.

PRINTED NAME

ADDRESS

SIGNATURE

DATE _____

Richard Hunt

1126 Dorothy Lane

Joana Olivera

1122 Dorothy Lane

Jillian Benton

1118 Dorothy Lane

Janeice Griffin

1114 Dorothy Lane

Anthony Smith

1110 Dorothy Lane

Raymond Lake

8-19-10

**PETITION TO THE BOARD OF ALDERMEN
OF THE CITY OF OSAGE BEACH, MISSOURI
TO ESTABLISH A PUBLIC ROAD**

We the undersigned property owners in Osage Beach, Missouri, who represent at least 95% of the property owners of the private drive, and have residences or businesses on the private road being offered to the City of Osage Beach, do hereby petition the Board of Aldermen to accept as a public road the following described right of way:

Dorothy Lane

Right of Way and Easements are attached

We the undersigned understand that the Board of Aldermen may choose not to accept the roadway, or may require additional information, improvements, or action by the petitioners prior to acceptance. Petitioners understand there are minimum requirements as set forth in Section 22 of the Code of Ordinances, which must be met prior to the Board of Aldermen considering acceptance.

PRINTED NAME

ADDRESS

SIGNATURE

DATE _____

Richard Hunt

1126 Dorothy Lane

Joana Olivera

1122 Dorothy Lane

Jillian Benton

1118 Dorothy Lane

Julius K. B.

8/9/19

Janeice Griffin

1114 Dorothy Lane

Anthony Smith

1110 Dorothy Lane

**PETITION TO THE BOARD OF ALDERMEN
OF THE CITY OF OSAGE BEACH, MISSOURI
TO ESTABLISH A PUBLIC ROAD**

We the undersigned property owners in Osage Beach, Missouri, who represent at least 95% of the property owners of the private drive, and have residences or businesses on the private road being offered to the City of Osage Beach, do hereby petition the Board of Aldermen to accept as a public road the following described right of way:

Dorothy Lane

Right of Way and Easements are attached

We the undersigned understand that the Board of Aldermen may choose not to accept the roadway, or may require additional information, improvements, or action by the petitioners prior to acceptance. Petitioners understand there are minimum requirements as set forth in Section 22 of the Code of Ordinances, which must be met prior to the Board of Aldermen considering acceptance.

PRINTED NAME**ADDRESS**

SIGNATURE

DATE _____

Richard Hunt

1126 Dorothy Lane

Joana Olivera

1122 Dorothy Lane

Joana Oliveira

8-22-19

Jillian Benton

1118 Dorothy Lane

Janeice Griffin

1114 Dorothy Lane

Anthony Smith

1110 Dorothy Lane

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 19, 2019
Originator: Edward Rucker, City Attorney
Presenter: Edward Rucker, City Attorney
Date Submitted: December 9, 2019

Agenda Item:

Bill 19-93 - An ordinance of the City of Osage Beach, Missouri, repealing Section 210.420 Failure to Obey, Obstructing, Resisting, etc., City Officials, and establishing in lieu thereof a new Section 210.420 Hindering, Interfering, Resisting or Obstructing a City Officer. *First Reading*

Requested Action:

First Reading of Bill #19-93

Ordinance Referenced for Action:

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

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Department Comments and Recommendation:

Recommend Adoption: This new ordinance will eliminate the need to prove a willful and knowing act by the defendant violation, replace currently restrictive language with the concept of an officer's official duty, cover more of the officers investigative functions and apply to all city officers including codes and building enforcement as well as law enforcement officers.

City Attorney Comments:

Per City Code 110.230, Bill 19-93 is in correct form.

City Administrator Comments:

This is an ordinance change that the departments and the City Attorney have deemed

necessary based on previous situations encountered. I concur with the City Attorney's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, REPEALING SECTION 210.420. FAILURE TO OBEY, OBSTRUCTING, RESISTING, ETC., CITY OFFICIALS, AND ESTABLISHING IN LIEU THEREOF A NEW SECTION SEC. 210.420 – HINDERING INTERFERING RESISTING OR OBSTRUCTING A CITY OFFICER.

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

Section 1. That Section 210.420, of the Osage Beach Code of Ordinances be and is hereby repealed.

Section 2. That a new Section 210.420, of the Osage Beach Code of Ordinances be and is hereby enacted as follows:

Sec. 210.420 – Hindering Interfering Resisting or Obstructing a City Officer.

No person shall:

A. Resist or obstruct a city officer making an arrest or serving any legal writ, warrant or process or executing or attempting to execute any other duty imposed upon him or her by law.

B. Resist lawful detention.

C. Enter a crime scene which is established by a physical barrier, verbal directions from a law enforcement officer, or signage.

D. Engage in conduct which a person knows or should know would prevent an officer from completing an investigation or performing any other lawful duty.

E. Refuse to comply with a lawful order of an officer when a person knows or should know such refusal prevents the officer from completing an investigation or performing any other lawful duty.

F. Hinder, delay, interfere with or obstruct any officer in the performance of any such officer's duty.

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 Ordinance No.19.93. 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:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No.19.93.

John Olivarri, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 19, 2019
Originator: Mike O'Day, Administrative Lieutenant
Presenter: Todd Davis, Police Chief
Date Submitted: December 17, 2019

Agenda Item:

Bill 19-94 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Motorola for the lease purchase of 911 Center Radio Consoles, Mobile Radios, and Portable Radios in an amount not to exceed \$717,409.08. *First and Second Reading.*

Requested Action:

First & Second Reading of Bill #19-94

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Yes - contract must be signed no later than December 27, 2019 to guarantee quoted price.

Budgeted Item:

Yes; FY2020 Operating Budget

Budget Line Item/Title: 10-14-780000 Principal, 10-14-782000 Interest

FY20 Budgeted Amount:	\$ 101,160
Expenditures to Date (12/13/19):	(\$ 0)
Available:	\$ 101,160
Requested Amount:	\$ 101,160

Budget Line Item/Title: 10-15-780000 Principal, 10-15-782000 Interest

FY20 Budgeted Amount:	\$ 115,748
Expenditures to Date (12/13/19):	(\$ 0)
Available:	\$ 115,748
 Requested Amount:	 \$ 115,748

Budget Line Item/Title: 40-00-780000 Principal, 40-00-782000 Interest

FY20 Budgeted Amount:	\$ 22,241
Expenditures to Date (12/13/19):	(\$ 0)
Available:	\$ 22,241
 Requested Amount:	 \$ 22,241

Department Comments and Recommendation:

The purchase of this equipment would replace existing equipment which is outdated and becoming obsolete. Purchasing this equipment would allow for better communication between our Officers as well as other Agencies.

City Attorney Comments:

Per City Code 110.230, Bill 19-94 is in correct form.

City Administrator Comments:

This request is to lease purchase the Radio Console and applicable equipment as discussed in length during the recent budget workshops. The Board met for a final Budget Workshop on December 12, 2019, and the decision was made to include in the FY2020 Operating Budget the purchase of said equipment and lease purchase with a 3 year term. The 3 year lease purchase term - Principle \$709,909.00, Interest \$7,500.08 = Total Expenditure for Lease Purchase \$717,409.08 (split between Police, 911 Communication, and Ambulance per each department respective equipment list). Final payment will be made in FY2022.

Enclosed is both the Communication Service Agreement and the Municipal Lease Agreement.

This request is being made immediately upon the adoption of the FY2020 Operating Budget due to the time expiration of the current quote and in order to get the purchase process started upon January 1, 2020.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MOTOROLA FOR THE LEASE PURCHASE OF 911 CENTER RADIO CONSOLES, MOBILE RADIOS AND PORTABLE RADIOS IN AN AMOUNT NOT TO EXCEED \$717,409.08

WHEREAS, the Board of Aldermen has determined it is in the best interests of the City to authorize a contract with Motorola for the purchase of 911 center radio consoles, mobile radios and portable radios.

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

Section 1. The Board of Aldermen authorizes the Mayor to execute on behalf of the City a contract with Motorola for the purchase of 911 center radio consoles, mobile radios and portable radios under substantially the same terms and conditions as in the attached contract ("Exhibit A").

Section 2. Total expenditures or liability authorized under the contract shall not exceed Seven Hundred Seventeen Thousand, Four Hundred and Nine Dollars and Eight Cents (\$717,409.08).

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. 18.08 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:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.94.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

SECTION 7

CONTRACTUAL DOCUMENTATION

This proposal is subject to the enclosed Lease Communications System and Services Agreement, including the Maintenance, Support and SUA Addendum. The City may accept this proposal by returning to Motorola a signed copy of the aforementioned agreement.



Communications System and Services Agreement

(Lease)

Motorola Solutions, Inc. ("Motorola") and _City of Osage Beach___("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated__ 10/31/19____

C-2 "Pricing Summary & Equipment List" dated _10/31/19_

C-3 "Implementation Statement of Work" dated 10/31/19_

C-4 "Acceptance Test Plan" or "ATP" dated____10/31/19____

C-5 "Performance Schedule" dated__ 10/31/19____

Exhibit D "System Acceptance Certificate"

Exhibit E "Equipment Lease Purchase Agreement Delivery and Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through E will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is

(i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Equipment Lease-Purchase Agreement” means the agreement by which Customer finances all or a portion of the Contract Price.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets,

trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at <http://www.motorolasolutions.com/softwarepolicy> describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” means Motorola’s Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and

conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at <http://www.motorolasolutions.com/softwarepolicy> and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of

two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$_709,909_. The Contract Price will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease-Purchase Agreement executed between the parties. If applicable, a pricing summary is included

with the Payment schedule. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed and invoiced according to the pricing pages of the proposal, Exhibit B, or the applicable Addendum. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

6.3. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Unless otherwise stated in the Equipment Lease-Purchase Agreement, title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.4. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: City of Osage Beach
Address: 1000 City Pkwy, Osage Beach, MO 65065
Phone: 573-302-2010
Email: moday@osagebeach.org

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: Osage Beach Police Department
Address: 1000 City Pkwy, Osage Beach, MO 65065

The Equipment will be shipped to the Customer at the following address (insert if this information is known): Name: Commenco

Address: 4901 Bristol Ave, Kansas City, MO 64129
Phone: (816) 753-2166

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents,

the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate (Exhibit D) and the Equipment Lease Purchase Agreement Delivery and Acceptance Certificate (Exhibit E).

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE

WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Mediation will be held in Camden County, MO. Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any

additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. **GENERAL INDEMNITY BY Motorola.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. PATENT AND COPYRIGHT INFRINGEMENT.

14.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if

requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. **CONFIDENTIAL INFORMATION.** This Section 16 is subject to Missouri Sunshine Laws RSMO 610.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or networth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or

agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure

to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and City of Osage Beach ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of

Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B
For the System purchase financed through Motorola, please refer to the payment schedule included in the Equipment Lease-Purchase Agreement

If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable Addenda.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan, or as otherwise stated in the applicable addenda.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately.

The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

System Acceptance Certificate

Customer Name _____

Project Name _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance.
Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MAINTENANCE, SUPPORT AND SUA ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and SUA II services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

2. SCOPE

Motorola will provide Maintenance and Support Services and/or SUA Services as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be upon the expiration of the Warranty Period.

3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

3.1.10 INTRINSICALLY SAFE. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 EXCLUDED SERVICES.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work

environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.2 SUA SERVICES

3.2.1 The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the SUA transactions.

3.2.2 The term of this Addendum is 9 years, commencing at the end of the Warranty Period. The SUA Price for the 9 years of services is \$332,962, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages.

3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a SUA transaction occurs when the Equipment (if any) and Software are delivered and the SUA services are fully performed; there is no Acceptance Testing with a SUA transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a SUA transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for SUA services is set forth in the SUA Statement of Work.

3.2.6 In addition to the description of the SUA services and exclusions provided in the SUA Statement of Work, the following apply:

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.

- b) SUA services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c) Unless specifically included in this Addendum or the SUA Statement of Work, SUA services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the SUA services.

3.2.7 The SUA annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this service and contractual commitment before the end of the 9 year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount, if applicable, applied to the last three years of service payments related to the 9 year commitment.

3.2.9 SUA INFLATION ADJUSTMENT. After the end of each year of the SUA service period in this Addendum, if the change in the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U) annual index for each SUA year exceeds five percent (5%), the price for the coming year's services will increase by an incremental dollar amount per the following formula: Current year's maintenance price * (actual change in the CPI - 5 percentage points). The successive year's service will increase from this new baseline by the dollar amount as described in the Pricing Exhibit. This adjustment will be calculated 60 days prior to the 12th/24th/36th, etc. anniversary of the end of the last service period in this Addendum. It will be calculated based upon the CPI for the most recent twelve month increments beginning from the most current month available as posted by the U.S. Department of Labor. The price adjustment would fix the price for the following 12 months.

4. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified

only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END



11/14/19

City of Osage Beach
1000 City Parkway
Osage Beach MO 65065

RE: Municipal Lease # 24715

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the [radio equipment] to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #24715 are valid for contracts that are executed and returned to Motorola on or before **December 23, 2019**. After **12/23/19**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 W. Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

A handwritten signature in blue ink, appearing to read 'Bill Stancik', with a stylized flourish at the end.

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola provide excellent billing service by providing the following information:

1. Complete Billing Address City of Osage Beach

E-mail Address: _____
Attention: _____
Phone: _____
2. Lessee County Location: _____
3. Federal Tax I.D. Number _____
4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address

Phone: _____
Fax: _____

7. Payment remit to address: **Motorola Solutions Credit Company LLC**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24715

LESSEE:

City of Osage Beach
1000 City Parkway
Osage Beach MO 65065

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee").

LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts,

covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of December, 2019.

LESSEE:
City of Osage Beach

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____
Title: _____

By: _____
Title Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)
appointed and acting Secretary or Clerk of the City of Osage Beach, an entity duly organized and existing under the laws of the **State of Missouri** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **24715**, between City of Osage Beach and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of City of Osage Beach , hereto this ____ day of December, 2019.

By: _____
(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 24715 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for City of Osage Beach

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A 24715
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24715** ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 24.5 Months

Commencement Date: 12/30/2019

First Payment Due Date: 1/15/2020

3annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

City of Osage Beach (Schedule B)

Compound Period: Annual

Nominal Annual Rate: 1.014%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	12/30/2019	\$ 709,909.00	1		
2 Lease Payment	1/15/2020	\$ 239,136.36	3	Annual	1/15/2022

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Lease Payment	Interest	Principal	Balance
Lease	12/30/2019				\$709,909.00
1	1/15/2020	\$ 239,136.36	\$ 320.05	\$238,816.31	\$471,092.69
2	1/15/2021	\$ 239,136.36	\$ 4,778.65	\$234,357.71	\$236,734.98
3	1/15/2022	\$ 239,136.36	\$ 2,401.38	\$236,734.98	\$ -
Grand Totals		\$ 717,409.08	\$ 7,500.08	\$709,909.00	

ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is \$699,206.39 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes 2.51%. Such issue price and yield will be stated in the applicable Form 8038-G.

INITIAL INSURANCE REQUIREMENT: \$709,909.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **24715** to that Equipment Lease Purchase Agreement number **24715** will be maintained by the City of Osage Beach as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **24715** , City of Osage Beach , hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 24715 to that Equipment Lease Purchase Agreement number 24715. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24715 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **City of Osage Beach**?
3. Does the equipment replace existing equipment?
If so, why is the replacement being made?
4. Is there a specific cost justification for the new equipment?
If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) held on December _____, 2019, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Osage Beach (Lessee) and Motorola Solutions, Inc. (Lessor).
2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting AuthorityIf Amended Return, check here ► ☐

1 Issuer's name City of Osage Beach		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 1000 City Parkway	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Osage Beach MO 65065		7 Date of issue 12/30/2019
8 Name of issue Equipment Lease-Purchase Agreement 24715		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	699,206.39
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19a If bonds are TANs or RANs, check only box 19a ☐		
b If bonds are BANs, check only box 19b ☐		
20 If bonds are in the form of a lease or installment sale, check box ☒		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	1/15/2022	\$ 699,206.39	\$ 709,909.00	2.083 years	2.51 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	699,206.39
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	699,206.39

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ► _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ► _____
- d** Enter the name of the issuer of the master pool bond ► _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► _____
- c** Type of hedge ► _____
- d** Term of hedge ► _____
- 42** If the issuer has superintegrated the hedge, check box ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

► Signature of issuer's authorized representative Date ► Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ►	Firm's EIN ►			
Firm's address ►	Phone no. ►			

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24715

Lease Schedule A No. : 24715

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24715. See Schedule A for a detailed Equipment List.

LESSEE:

City of Osage Beach

By: _____

Date: _____

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 19, 2019
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator
Date Submitted: December 13, 2019

Agenda Item:

Bill 19-95 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a service agreement with Forward Slash Technologies for IT Managed Services and help desk support. *First Reading*

Requested Action:

First Reading of Bill #19-95

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

None

Budgeted Item:

Yes

10-19-733800/Professional Services:

FY20 Budgeted Amount:	\$95,000.00
Expenditures to Date (12/09/19):	(\$ 0.00)
Available:	\$95,000.00

Requested Amount:	\$79,875.00
--------------------------	-------------

Department Comments and Recommendation:

A Request for Qualifications (RFQ) was sent out in late September for municipal IT Managed Services. The City received 8 responses from qualified firms. The City

Administrator appointed a team of three to review and score the RFQ's and chose one to recommend to the Board of Alderman. This team included Keven Rucker, President of the Board of Alderman, Mikeal Bean, IT Specialist, and myself.

We graded these firms based on the following criteria: Provide help desk support for all end users, provide detailed inventory tracking for all information technology assets, proactive maintenance and security for all information technology assets, enhanced security and administration for email, daily health and safety checks, weekly reporting on the health and safety of critical assets, 24/7 monitoring to catch errors that need to be addressed quickly, quarterly onsite assessments and meetings with City Administration and IT Staff, cost, and assistance with future budget recommendations.

We have chosen Forward Slash Technologies as the firm that will best met the City's needs.

Forward Slash Technologies will also take over as the City's Mitel support partner and act as a liaison for all City telecommunications. They will be reviewing all telecommunications invoices and equipment so that they can make recommendation for improving efficiencies and finding future savings. They will also assist the City with future 911 CJIS audits and act as additional support for many of the proprietary software packages that the City uses. These additional services are above and beyond what we expected in a managed services partner when we started this process.

Attached is an annual contract written for up to three years, with two additional years extension that is optional, that the City may take advantage of; contract has provisions to get out of the contract built in. In the first year the City will pay a one time on boarding fee of \$1,375.00 and a monthly managed services support fee of \$4,875.00. Information on cost in future years is listed in addendum A of the attached contract. For services not included in the managed services, the City will pay \$95.00 per hour. Examples of this would be onsite support outside of the on boarding process or the quarterly assessment meetings and planned projects such as hardware configuration/installation or cable consolidation.

In this request for the FY2020 Operating Budget, we anticipate to spend \$59,875 (12 mo. at \$4,875 plus one-time on boarding fee) for the managed services and up to \$20,000 for additional services, as needed, for services not covered under managed services.

Additionally, Forward Slash has agreed to a list of measurables that can be found in Addendum B of the attached contract. These measurables will allow the City to grade Forward Slash's processes and access whether or not the City is getting the proper value for their services.

Assistant City Administrator Recommend Approval.

City Attorney Comments:

Per City Code 110.230, Bill 19-95 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH FORWARD SLASH TECHNOLOGIES FOR IT MANAGEMENT SERVICES AND HELP DESK SUPPORT.

WHEREAS, the Board of Aldermen has determined it is in the best interests of the City to authorize a contract with Forward Slash Technologies to provide IT management services and help desk support.

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

Section 1. The Board of Aldermen authorizes the Mayor to execute on behalf of the City a contract with Forward Slash Technologies to provide IT management services and help desk support under substantially the same terms and conditions as set out in the attached contract ("Exhibit A").

Expenditures or liability for all basic managed services as set forth in the Service Level Agreement set forth in Addendum B Measurables, shall not exceed Seventy-Four Thousand Dollars per year (\$74,000.00).

Expenditures or liability for any additional work requested by the City and paid as billable hours shall not exceed Twenty-Five Thousand Dollars per year (\$25,000.00).

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.95 was duly passed on December ___, 2019 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent: 0

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

Date

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.95.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

Services Agreement

This Services Agreement ("Agreement") is made and entered into this _____ (hereinafter "Effective Date"), by and between Forward Slash Technology, LLC (hereinafter "FST"), a Missouri Corporation located at 13610 Barrett Office Drive, 9G, St. Louis, MO 63021 and

The City of Osage Beach

_____ (hereinafter "Client"), a

Missouri ☐ Corporation ☐ LLC ☒ Gov ☐ Non Profit ☐ Other _____

located at 1000 City Parkway, Osage Beach, MO 65065

WHEREAS, FST is engaged in the business of providing a full range of Information Technology and functions; and

WHEREAS, Client desires to retain FST to perform Information Technology Services and functions; and

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties have agreed and do agree as follows:

Contracted Services

We agree to provide the services ("Services") described in the accompanying and future engagement agreement(s) (i.e. Statements of Services, Statements of Work ("SOW"), Work Authorization, Purchase Order(s), Sales Order(s), Proposals, Service Orders or Quotation(s)) including any modifications or additional agreements in accordance with the terms herein. Any such future approved Services shall be incorporated herein by reference. In the event that the scope of the Services is expanded, revised, or modified, the parties shall prepare and sign an amended or new Services Agreement, which likewise shall be attached hereto and incorporated herein by reference.

Initial Statement of Services

Addendum A: Statement of Work , Addendum B: Measurables ,

Addendum C: N/A , Addendum D: N/A ,

attached and incorporated herein.

Terms and Conditions

- 1) This Service Agreement is tendered for its acceptance in its entirety within thirty (30) days from the Client's receipt, after which it is to be considered null and void.
- 2) New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to Client, used in connection with FST's services may have anomalies, performance or integration issues unknown to FST which can impact the timely, successful implementation of information systems. FST will inform the Client promptly if this occurs and will attempt to

analyze, correct and/or work around the anomalies or performance issues on a "best effort" basis. FST is not responsible for any delay or inability to complete its services if such anomalies or performance issues occur. Client is responsible for payment for all of FST's services at the rate stated in the proposal whether or not a successful solution is achieved.

- 3) Client is responsible for the application, operation and management of its information technology environment based on, including but not limited to: (a) purchasing, licensing and maintaining hardware and software in accordance to "Industry Best Practice"; (b) develop, maintain and follow industry compliant operating procedures; (c) develop, maintain and follow appropriate protective measures to safeguard the hardware, software and data from unauthorized duplication, modification, destruction or disclosure; (d) develop, maintain and follow adequate backup and contingency plan(s).
- 4) **PROCUREMENT** - Client will reimburse FST for materials purchased for the Client's use. Materials may include, but not limited to, computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for Client.

Standard Labor Rate: \$125.00/Hour

Overtime Labor Rate: 1.5 times Standard Labor Rate

Holiday Labor Rate: 2.0 times Standard Labor Rate

Client will reimburse FST for travel and other expenses and will be billed separately as indicated below:

Portal-to-Portal Drive Time: .5 times Standard Labor Rate

Expenses: Actual

Meals Per Diem: \$50.00/Day (USD)

Mileage: Mileage will be reimbursed at the standard rate established by the IRS in effect at the time the mileage is incurred.

Car Rental: Actual

Hotel/Parking/Taxi/Other: Actual

Airfare: Actual

- 5) Invoices, which shall include any applicable taxes, levies and duties, are due on receipt and shall be sent to the physical or electronic address (email) specified by the parties. All amounts which are more than thirty (30) days past due shall accrue interest from the due date at a rate equal to the lesser of one and one-half percent (1 ½%) per month or any part of a month (eighteen percent [18%] per annum) or the highest rate allowed by applicable law. Each party shall notify the other in writing within thirty (30) days from receipt of an invoicing error. FST may grant an extended payment term on the portion of the invoice which is in dispute: the remainder of the invoice shall be timely paid notwithstanding the extension. Client agrees to pay to FST any and all damages, losses, costs, and expenses (including reasonable attorneys' fees) incurred by FST in the collection of any amounts owing from Client to FST. Within forty eight (48) hours of receipt of invoice by Client, Client shall provide FST with any details required for billing questions or disputes. Client shall include in the request for details reference to the specific invoice(s) in question.

Term and Termination

- 1) The Term of the agreement shall commence on the Effective Date and, unless earlier terminated as provided below, shall continue until completion of the services in the Statement of Services above or any subsequent Statements of Work, Work Authorization, Purchase Order(s), Sales Order(s), Proposals, Service Orders or Quotation(s).
- 2) Client may terminate this Agreement at any time if FST fails to perform the services in a workman like manner, or materially breaches this Agreement, by delivery of a written notice to FST of its intent to terminate and specific reasons for termination. FST will have thirty (30) days from the receipt of such notice to correct the stated problem. If at the end of such thirty (30) day period, FST has not corrected the stated problem to Client's satisfaction, then Client may terminate the Agreement.
- 3) FST may terminate the Agreement on thirty (30) days written notice.
Termination or expiration of the Agreement will not affect the provisions of the Agreement relating to the payments of amounts due or the provisions related to Ownership of Intellectual Property, Limited Warranties, Limitation of Liability, Indemnification, Non-Solicitation of FST's employees, Music Rights Fees and Disclaimers of this Service Agreement, all of which survive termination or expiration of the Agreement, regardless of reason.
- 4) If Funds are not appropriated by Client for a fiscal year due to natural disaster or economic problem the agreement is immediately terminated and FST is released from all further obligations and may remove all equipment and terminate all services. All services and other things provided for in this agreement that have been provided will remain due and owing to FST.

Ownership of Intellectual Property

Contemporaneously with payment by Client, FST hereby assigns to Client any and all rights, title and interest, including without limitation copyrights, trade secrets and proprietary rights to the software, programs, systems, manuals, documentation and/or other deliverables developed or prepared specifically for Client hereunder (the "Deliverables") and covered by such payment. However, the Deliverables may include data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, middleware and workflow, SQL stored procedures, user navigation controls, data entry features, data connections, configurations, specifications, printouts, documentation, documents, notes, flow charts, programming techniques and leading practices ("Technical Elements") owned or developed by FST prior to, or independently from, its engagement hereunder and FST retains all rights thereto. Accordingly, to the extent that any Technical Elements are integrated into any Deliverables, FST hereby grants to Client a perpetual, worldwide, royalty free, non-exclusive license to use, copy and modify such Technical Elements as integrated into such Deliverables for its internal business use only. Conversely, Client grants to FST a perpetual, worldwide, paid-up license to use, sublicense, sell, copy and modify in the course of FST's business any Technical Elements developed in connection with this Agreement, so long as FST's use does not disclose confidential information or the identity of the Client. In addition,

FST retains the right to use its general knowledge, experience and know-how even if developed or enhanced in the course of performing services for Client.

Limited Warranties, Limitation of Liability, Indemnification

- 1) Limited Warranties for all Services provided by FST. FST warrants that the services to be performed by FST will be performed in a professional manner by qualified personnel. FST and Client warrant that the persons signing on behalf of FST and Client have the requisite power and authority to enter into and perform its obligations under this Agreement.
- 2) FST warrants that the performance by FST of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations.
- 3) THE EXPRESS WARRANTIES SET FORTH ABOVE are IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL FST BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE or SPECIAL DAMAGES (including without limitation damage for loss of profits, business interruption, loss of information or data or other pecuniary loss or damage to computer hardware or software), EVEN IF FST HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES and regardless of whether a claim is made in contract, warranty, tort, or other theory or cause of action.
- 4) FST makes no express or implied warranties as to the quality of third party software, equipment, systems ("Products ") or as to FST's ability to support such Products on an on-going basis.
- 5) Nothing in this Agreement shall create in either party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other party. THE PARTIES HERETO AGREE THAT THE ARRANGEMENT CREATED BY THIS AGREEMENT IS NOT IN THE NATURE OF A FRANCHISE, AGENCY, JOINT VENTURE OR PARTNERSHIP. The parties understand and agree that this Agreement is for their own respective benefit only, and no one other than a party to this Agreement (including, Client customer(s)) shall have any right to enforce any of its terms. Client agrees that there is no required payment to become a Client and the purchase of any offering from FST is solely to promote and/or for the resale of Products.

Scheduling

Client acknowledges that we schedule our consultants in advance and that we would incur significant expenses, including downtime of those consultants, if we are not able to reschedule them as a result of your cancellation of Services scheduled to be performed. Therefore, you agree that if both parties agree to a scheduled date, you will not cancel that date without giving us written notice at least 3 business days prior to the scheduled date. If you cancel scheduled Services without such notice on more than 1 occasion, we reserve the right to invoice you an amount equal to 50% of the daily rate of the scheduled consultants that were to begin on the scheduled date for the number of days cancelled to the extent the consultants are not able to be redeployed by us. Any such invoice is payable in accordance with Terms and Conditions section above. You will also be responsible for any reasonable out of pocket expenses incurred as a result of such cancellation that could not be avoided or reduced by us.

Non-Solicitation

Client understands and agrees that FST has spent substantial sums of money and invested large amounts of time in recruiting, supervising and training its employees. The parties also agree and understand that Client has a unique opportunity to evaluate performance of, and potentially hire away, FST employees. Both parties agree that such hiring away would substantially disrupt the essence of FST's business and FST's ability to provide its services for others, and that under the circumstances FST cannot agree to such a hiring. The parties also acknowledge that there exists a non-competition provision in the agreements signed by each of FST's employees. Therefore, Client agrees that it shall not solicit for employment or hire any FST employee during the term of the Agreement or for a period of 2 years after the completion/termination of the project. The Client Acknowledges that because the violation of FST's rights herein may cause irreparable harm and FST may not have an adequate remedy at law, FST will be entitled to seek and receive injunctive relief for Client's violations of FST's rights.

General Client Responsibilities

Client will make available in a timely manner at no charge to FST, all technical data, computer facilities, Programs, files, documentation and suitable office accommodations reasonably required by FST to perform the Services You will be responsible for, and assume the risk of, any problems resulting from the content, accuracy, completeness and consistency of all such data, materials and information you supply. We do not guarantee the success of your Services implementation but agree to use commercially reasonable efforts to assure success. You acknowledge that a successful implementation and ongoing administration of Services requires Client's cooperation, the cooperation of its employees, the devotion of sufficient internal resources with appropriate skill levels and a detailed implementation work plan (which addresses such topics as data migration, and user education and training).

Music Rights Fees

Client is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI) and SESAC, Inc. (SESAC) or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer's transmission, retransmission, communication, distribution, performance or other use of the Services.

Claims and Dispute Resolution

Client shall give FST written notice of any event or circumstance that Client becomes aware may entitle Client to compensation or damages (hereinafter "Claim"). The notice shall be given within thirty (30) calendar days of the circumstance giving rise to the Claim and specify the events and damages giving rise to the Claim. FST shall have thirty (30) days to cure. After the thirty (30) day cure period, the parties shall thereafter work in good faith to resolve the Claim, failing which, any and all controversies, claims or disputes between the parties hereto arising out of or related to this Agreement.

General Claims

Any claim or suit arising from this Agreement must be brought within the Missouri Statute of Limitations.

Publicity

Each party (and its employees, board members, shareholders, directors, officers, successors, assigns and agents) agrees not to disclose or make public announcements regarding the other party's name in any way or to make any disclosure regarding the existence or content of this Agreement, or joint initiatives without the prior written consent of the other party. Notwithstanding the foregoing, FST acknowledges that Client is bound by Missouri sunshine law and will provide documents consistent with these obligations and by doing so will not be in breach of this clause.

Miscellaneous

- 1) **Force Majeure** – Neither party shall be held liable for a breach of its obligations under this Agreement resulting from (i) force majeure events, such as debilitating forces of nature, acts of God, acts of governments, acts or omissions of third parties, or (ii) conditions beyond the reasonable control of the party that failed to perform. A party that fails to perform for reasons of force majeure or for reasons beyond the reasonable control of the party that failed to perform shall deliver the performance as soon as commercially practicable.
- 2) **Severability** – In the event a provision contained herein is for any reason be held to be unenforceable, such unenforceability shall not affect the validity of any other provision of this Agreement, and this Agreement shall then be construed as if such unenforceable provision had never been contained herein. The parties agree to work in good faith to substitute the invalid provision with one that best achieves the original intent of the parties.
- 3) **Applicable Law** – This Agreement shall be interpreted under the laws of the State of Missouri in the United States of America. 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 in any appeal therefrom within the courts of the State of Missouri. The Parties, in consideration of the terms and conditions of this agreement, hereby knowingly, intelligently and voluntarily agree and waive 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.
- 4) **Amendment** – this Agreement shall not be amended or modified except in writing and signed by an authorized representative of both parties with the exception of any unilateral amendment right given to FST elsewhere in this Agreement.
- 5) **Notices** – All notices and communications between Client and FST pertaining to this Agreement shall be addressed to Client and FST at the addresses set out in this Agreement or may be communicated by facsimile, standard mail or electronic means (i.e. e-mail) to the other party and executed via electronic signature.
- 6) **Counterparts** – This Agreement may be executed in counterparts with the same effect as if both parties signed the same document. The counterparts shall be construed together and shall constitute one and the same original Agreement. A signature on these Agreements including by electronic signature, by one party communicated to the other by electronic transmission, such as PDF, e-mail or facsimile, will constitute execution of this Agreement.
- 7) **Waiver** – Any failure by either party to enforce any right hereunder shall not constitute a waiver of such right. Each party may waive its rights under this Agreement only by execution of a writing expressly waiving such right.

- 8) **Assignment** - Neither party may assign or otherwise transfer this Agreement without the other party's prior written consent.

Independent Contractor

FST is acting as an independent contractor under this Agreement. Neither party is, or shall be deemed for any purpose to be, an employee or agent of the other and neither party shall have the power or authority to bind the other party to any contract or obligation. FST retains the right to perform work for others during the term of the Service Agreement.

Scope of Work

- 1) **Services and Implementation** -The parties shall agree to further Services being performed through the acceptance of either an FST standard Statements of Service, Statement of Work, Work Authorization, Purchase Order, Sales Order, Proposal, Service Order or Quotation which shall include a complete description of the Services to be provided, specific customer requirements, start-date and end-date of the Services and the labor rate. Each shall be incorporated herein and form part of this Agreement.
- 2) **On all Services**, FST will confirm logistics with the Client. Prior to leaving the site, FST shall contact the site contact person to approve completion of the applicable Service Order. Upon approval of the completion of Services, Client shall immediately return any unused and defective parts to FST referencing the applicable Service Order.
- 3) **Additional Work or Work Stoppage** - In the event that the Client requests FST to perform work not specified in the applicable Service Order or requests material changes to the Services outlined in the Service Order, FST and Client shall complete another Service Order or a change request (the "Change Request"). Upon approval of amended services, FST will perform services mutually agreed.

Entire Agreement

This Agreement expresses the entire agreement of the parties and supersedes any prior agreement or negotiation between the parties. There is no other understanding, agreement or representation that in any way limits, extends, defines or relates to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date above written and shall remain in force for a period of three (3) years. The agreement will automatically renew at the end of each term for a further two (2) year term unless either party gives the other written notice of termination at least sixty (60) days prior to the end of the relevant term.

Forward Slash Technology, LLC
13610 Barrett Office Drive,
Suite 9G
Ballwin, MO 63021

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

Title

Title

Printed Name

Printed Name

Signature

Signature

Date

Date

Statement of Work (Addendum A)

Forward Slash Technology, LLC • 13610 Barrett Office Drive, 9G • St. Louis, MO 63021

Client Name: The City of Osage Beach
Effective Date:
Project/OSMS Support: One Source Managed Services (OSMS) Support Contract
Customer Contact: Mike Welty, Assistant City Administrator
Client Email: mwelty@osagebeach.org

Service Description

OSMS Support -

(Up to 75 Device(s) and 55 Server(s) - Virtual/Physical; Thin Client(s));

Note: In consideration for the City of Osage Beach moving away from a thin client environment over the next 24 months ultimately reducing the number of server(s); current monthly reoccurring costs (MRC) reflect that environment reduction change.

Service Charges

Quantity	Description	Price	Ext. Price	¹ MRC	² ARC
1	One Source Managed Services Support			\$6,750.00	
1	One Source Managed Services On-boarding (Agents)	\$ 3,375.00	\$ 3,375.00		
1	Reduced Monthly Hourly Labor Rate	\$ 95.00		TBD	
	Discount		<\$2,000.00>	<\$1,875.00>	
TOTAL:			\$ 1,375.00	\$ 4,875.00	

Any Services to be performed as a part of this estimate shall be performed according and pursuant to the Services Agreement.

¹ MRC – Monthly Reoccurring Cost; OSMS Support (Reference Annual Scale: Table A on page 2 of this document); Manufacturer Estimated Monthly Subscription Cost(s).

² ARC – Annual Reoccurring Cost; Manufacturer Estimated Annual Subscription Renewal Cost(s).

Contract Renewal

Auto Renewal

After initial Contract Term, the contract shall renew for a 2 (two) year subsequent contract term, with annual increases as indicated in TABLE A to the Monthly Recurring Charge (MRC), unless otherwise agreed upon.

Table A (MRC)			
Contract Term	1	Year 1	\$ 4,875.00
		Year 2	\$ 5,167.50
		Year 3	\$ 5,477.55
	2	Year 4	\$ 5,806.20
		Year 5	\$ 6,154.57

Cancellation

Client shall give written cancellation notice to FST no less than 60 days from the end of subsequent contract term.

Upon receipt of notice of cancellation, FST shall provide within 10 (ten) business days an "Off Boarding Packet" to the Client. Upon receipt of the "Off Boarding Packet", the Client has 10 (ten) business days to review, complete and return to FST. If the "Off Boarding Packet" is not returned in a completed form to FST within 10 (ten) business days, the Client forfeits the notice of cancellation. The result of which is a renewal of the executed OSMS contract for subsequent 2 (two) year term, with annual increases as indicated in TABLE A to the Monthly Recurring Charge (MRC).

If written cancellation notice is not received by FST within 60 (sixty) days of subsequent contract term, this contract shall renew for a subsequent 2 (two) year term, with annual increases as indicated in TABLE A to the Monthly Recurring Charge (MRC).

Transition Services (Merger / Acquisition)

Client can request transition or continuation of services that extend beyond subsequent contract term as a result of merger or acquisition. Should services not conclude by subsequent contract term, the agreed-to transition of services shall feature a term of no less than 6 (six) months after subsequent contract term, with an increase of 40% to the Monthly Recurring Charge (MRC).

Forward Slash Technology, LLC
13610 Barrett Office Drive, 9G
St. Louis, MO 63021

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

Title
Printed Name
Signature
Date

Measurables (Addendum B)

Forward Slash Technology, LLC • 13610 Barrett Office Drive, 9G • St. Louis, MO 63021

Client Name: The City of Osage Beach
Effective Date:
Project/OSMS Support: One Source Managed Services (OSMS) Support Contract
Customer Contact: Mike Welty, Assistant City Administrator
Client Email: mwelty@osagebeach.org

Forward Slash Technologies will be held to the following measurables over the life of this contract or within the timeframe detailed here.

1. Forward Slash Help Desk will be held to the standard provided in the attached Resolution Matrix diagram over the life of the contract. (Attach diagram)
2. Forward Slash and the City will create, maintain, and agree to a Service Level Agreement (SLA) for the life of the contract. This document will act as a living road map, updated as needed, that provides detailed information on all City owned Information Technology hardware and software.
3. Forward Slash will create and maintain a complete network topology map within the first 120 days of the contract. This document will become part of the SLA and be updated, as needed, over the life of the contract.
4. Forward Slash will install virus protection on all City owned devices and servers within the first 90 days and maintain such protection for the life of the contract.
5. Forward Slash will review all City telecommunications equipment and invoices within the first year of the contract. They will also support and assist the City with finding saving with telecommunication over the life of the contract.

Forward Slash Technology, LLC
13610 Barrett Office Drive, 9G
St. Louis, MO 63021

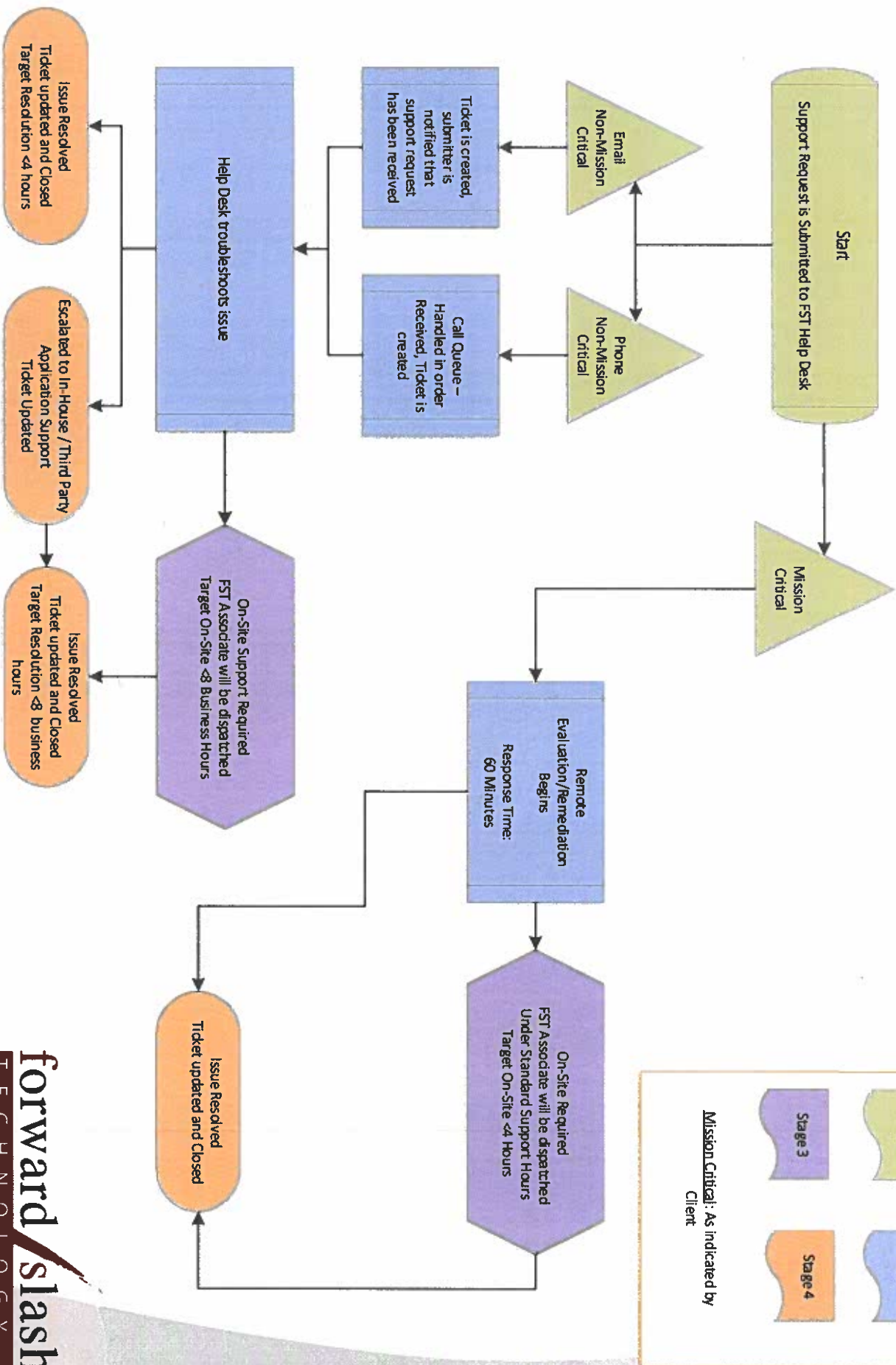
The City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

Title
Printed Name
Signature

--

Date

--



SERVICE LEVEL AGREEMENT

January 1, 2020

**The City of
Osage Beach**

forward slash
TECHNOLOGY
fwslash.com

ADDENDUM: B

This Service Level Agreement (SLA) covers Forward Slash Technology's One Source Managed Services ("OSMS") offered to The City of Osage Beach (hereinafter "Client"), located at 1000 City Parkway, Osage Beach, MO 65065

1 Executive Summary

The aim of this agreement is to provide a basis for close co-operation between Forward Slash Technology and Client, for support services to be provided to Client, thereby ensuring a timely and efficient support service is available to Client's end users. The objectives of this agreement has been outlined in the following sections.

This agreement is contingent upon each party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

2 Client Responsibilities

- Complete "Client Network Documentation Report" and onboarding process.
- Client to list FST as Technical Contact for relevant Third Party Vendors and/or Services and account access information (usernames/passwords, etc.).
- Client will need to participate by providing:
 - Access to facilities as required and mutually agreeable.
 - Access to systems and equipment as required and mutually agreeable.

3 Contacts – Forward Slash Technology Help Desk

Phone: 314-403-1225
Email: HelpDesk@fwslash.com

4 FST Supported Locations / Contacts

See "Client Network Documentation Report"

5 Client Existing Environment

See "Client Network Documentation Report"

6 Client Approved Third Party Vendor(s)

See "Client Network Documentation Report"

7 Service Response Times

	Method	Response Time
Non-Mission Critical (NMC)	Help Desk Queue	Handled in Order Received
Email Support	Help Desk Email	Handled in Order Received
On-Site Support (NMC)	Escalated	Less Than 8 Business Hours
Mission Critical Support	Escalated	Less Than 4 Business Hours

8 Hours of Support (CST)

Unlimited OSMS Help Desk Support:

Monday Thru Friday , 7:00 am To 6:00 pm

Standard Billable Remote/Onsite/Project Support:
(Billed at reduced OSMS Client labor rate of \$95/hr.)

Monday Thru Friday , 7:00 am To 6:00 pm

Off-hours Onsite Support
(Billed at 1.5 times Standard Rate)

Monday Thru Friday , 6:00 pm To 7:00 am

Saturday 12:00 am To 11:59 pm

Off-hours Onsite Support
(Billed at 2.0 Standard Rate)

Sunday 12:00 am To 11:59 pm

Holidays recognized by Forward Slash Technology as Off-hours Support:

New Year's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

9 Support Level Examples ("FST Associate")

9.1 Tier One – Help Desk Technician

9.2 Tier Two – Help Desk Technician / Network Administrator

9.3 Tier Three – Sr. Network Administrator / Network Engineer

10 Remote Helpdesk Support (Unlimited)

FST will attempt to resolve support issues via OSMS Remote Help Desk Support.

11 Helpdesk Support (TBD - Billed Monthly)

(Support Outside Normal Day-to-Day Helpdesk Support, Engineering, etc.):

Any support after FST remote diagnosis and troubleshooting have determined that an on-site visit is required to resolve the issue. Deployment of new software, hardware equipment or relocation of existing equipment will be treated as a project and billed according to the project scope of work.

12 Standard Forward Slash Technology Supported Environments

Operating Systems

Microsoft Windows

Microsoft Server

Microsoft Exchange

Linux

AIX

Office Platforms

Microsoft Office Suite

Adobe Suite

Cloud Services

Microsoft Azure

Microsoft Office 365

Network Systems

Adtran

Cisco

Barracuda

HP

Dell

Telecommunications

Mitel, ShoreTel

Avaya

Polycom

Backup

Barracuda Backup (Cloud BaaS)

AppAssure (Quest) and Cloud Services

Microsoft Azure (Cloud)

Crash Plan (Remote User Only)

IEEE 802.11 Wireless

Adtran

Blue Socket

Cisco

Ubiquity

Database

SQL Server

MS Access

Systems' support requested for environments not listed above are subject to a separate Service Level Agreement, Service Response Times, Hour of Support and Pricing.

13 OSMS Services

13.1 System Help Desk Management and Monitoring

To include, but not limited to;

Network

- Stateful Firewalls / Routers
- Managed Switches
- Controller Based Wireless Networks (802.11)

Server

- 24x7 Hardware Monitoring, Analysis and Escalation
- Antivirus Licensing (Spyware Management)
- Server Patch Management
- Software License Management
- Early Warning and Preventive Alerts for:
 - Hardware (Memory, Disk, RAID Array's and UPS)
 - Active Directory
- Backup Monitoring (FST Supported Solutions)

Workstation/Laptops

- Centrally Managed Antivirus (Licensing Included with Services)
- PC/Laptop updates/Patch Management
- Software License Management
- Password Resets
- User add, deletes, and changes
- Peripheral devices (i.e., Printers, Scanners, etc.)

13.2 Vendor Management

Forward Slash Technology will support the Login Access and the Tier 2 issue escalation to *client approved third party vendor(s)* or in-house application support team(s) for the following applications, including but not limited to;

- Core Application Systems / Proprietary or In-House Applications

Forward Slash Technology will escalate to *client approved third party vendor(s)* for the following hardware components, including but not limited to;

- Multi-Function Printer(s) - (Covered under service/maintenance contract)
- Copier(s) – (Covered under service/maintenance contract)

13.3 Procurement Services

New hardware and software procurement services to include, but not limited to; purchasing, logistics, staging, testing, configuration and installation.

FST will prepare and forward a Product / Service Quotation for client approval;

- Fixed Price
- Time and Material(s)
- Reoccurring Cost(s);
 - Monthly Reoccurring Cost (MRC)
 - Annual Reoccurring Cost (ARC)

13.4 Backup and Disaster Recovery

See Client Specific Backup and Disaster Recovery Retention Requirements Survey

To ensure Industry Best Practice Data Retention and reduce possible future data loss, Forward Slash Technology only supports, and recommends the installation of one of the following Backup Solution(s);

1. Barracuda Backup (Cloud BaaS)
2. AppAssure (Quest) and Cloud Services
3. Microsoft Azure (Cloud)
4. Crash Plan (Remote User Only)

Forward Slash Technology does not support USB connected hard drives or derivative type devices.

13.5 Training

Forward Slash Technology recommends client maintain ongoing end-user training for Client systems, applications, data retention and network best practices. Forward Slash Technology may recommend end-user training, however Forward Slash Technology is not responsible for end-user training as part of this agreement.

WHEREFORE, the parties acknowledge that they have read and understand this agreement and approve services being offered mutually agreed.

Forward Slash Technology, LLC
13610 Barrett Office Drive,
Suite 9G
Ballwin, MO 63021

The City of Osage Beach
1000 City PARKWAY
Osage Beach, MO 65065

Title

Title

Printed Name

Printed Name

Signature

Signature

Date

Date



City of Osage Beach

Agenda Item Summary

Date of Meeting: December 19, 2019
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator
Date Submitted: December 10, 2019

Agenda Item:

Bill 19-96 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract modification No. 2 for Project No. OB19-010 with Heggemann, Inc for the Swiss Village Well No.3 in an amount not to exceed \$38,534.00. *First and Second Reading*

Requested Action:

First & Second Reading of Bill #19-96

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Yes -Well construction is underway and modification is needed to continue.

Budgeted Item:

Yes

Budget Line Item/Title: 30-00-773170 New Wells

FY19 Budgeted Amount:	\$ 650,000
Expenditures to Date (MM/DD/YY):	(\$ 75,116)
Available:	\$ 574,884
Requested Amount:	\$ 38,534

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 19-96 is in correct form.

City Administrator Comments:

Heggemann was awarded the construction contract #OB19-010 for the Swiss Village Well Number 3 on July 18, 2019 by the Board of Aldermen for the contract amount of not to exceed \$553,292. Contract Modification No. 1, in the amount of \$ 4,537.50, was approved by the Board of Aldermen on November 7, 2019 due to additional casing needed for actual drilling depths.

This modification, No. 2, is needed to install underground primary electrical service to the well. Originally, in house crews were going to complete some portions of the well project, but due to changes in plans regarding the placement of the electric utility and staff's capacity, it was decided that this work should be completed by the contractor.

With this modification, the contract OB19-010 will be not to exceed \$596,363.50. A first and second is needed because construction is underway.

HDR Engineering did the design for contract OB19-010 and has reviewed and prepared the plans for the modifications.

The department recommends approval and I concur with the request.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 2 TO OB19-010 WITH HEGGEMANN, INC. FOR SWISS VILLAGE WELL NO. 3 IN THE AMOUNT NOT TO EXCEED \$38,534.00.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract modification No. 2 with Heggemann, Inc., under substantially the same terms and conditions as set forth in the form attached hereto as ("Exhibit A").

Total expenditures or liability authorized under this contract modification is Thirty-Eight Thousand, Five Hundred Thirty-Four Dollars. (\$38,534.00) for a new total contract price not to exceed Five Hundred Ninety-Six Thousand Three Hundred Sixty-Three Dollars and Fifty Cents (\$596,363.50).

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 19.96 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:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.96.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk

CONTRACT CHANGE ORDER

Contractor's
Change Order No. 2

December 2, 2019

City Project No. OB19-010
HDR Project No. 10136782

City of Osage Beach of Camden County, State of Missouri
(Owner)

To Heggemann, Inc. for Swiss Village Well No. 3
(Contractor) (Project Name)

- I. A. Install approximately 470 LF of 4" PVC conduit with pull tape, from utility pole to transformer pad for underground primary electrical power service to the Swiss Village Well No. 3, well house. The Contractor has provided an additive cost proposal to include conduit installation, excavation and backfill of trench, concrete encasement, rock excavation and removal, for a total additional cost of \$38,534.00.

II. Cost of work affected by Change Order.

(A) Item No.	(B) Unit Description	(C) Units Provided For	(D) Units To Be Built	(E) Units Add Or Deduct	(F) Contract Or Unit Price	(G) Amount Added	(H) Amount Deducted
4	Install 470 LF of 4" PVC conduit with pull tape for underground electrical service to the well house	0	1 LS	1	\$38,534.00	\$38,534.00	

TOTALS \$38,534.00

1.	Original Contract Amount		\$553,292.00
2.	Add or Deduct This Order (G-H of Totals)	\$38,534.00	
3.	Add or Deduct Previous (Line 4 on Previous Order)	\$4,537.50	
4.	Total Add or Deduct To Date		\$43,071.50
5.	Revised Contract Amount (1+4)		\$596,363.50

III.

Engineer (Recommended) _____ Date _____ Contractor (Accepted) Debbie Heggemann 12/10/19
Date

Owner (Ordered) _____ Date _____

Change Order is subject to all provisions of the contract documents and is not in effect unless signed by all parties indicated.



FAX: 636-456-1172 PO Box 768 Warrenton, MO 63383

ATTN: Kimberly Ingham

PROPOSAL SUBMITTED TO	PHONE	DATE
City of Osage Beach	573-302-2020	11/19/2019
STREET	JOB NAME	
5757 Chapel Drive	Additional Electrical Installation	
CITY, STATE AND ZIP CODE	JOB LOCATION	
Osage Beach, MO 65065	Swiss Village Well #3	

We propose to furnish material and labor - complete in accordance with specifications below, for the sum of:

See Below

Payment to be made as follows:

Draw as job progresses. Net in 30 days. Service charges will accrue.

We hereby submit specifications and estimates for:

For the installation of 470' of 4" PVC conduit, add to bid: \$38,534.00

- Includes: Supply and installation of 4" PVC conduit
Conduit to be installed from transformer pad to utility pole (utility pole to be supplied and installed by others)
Excavation and backfill of trench
Concrete encasement of conduit
Rock excavation and removal
- Excludes: Easement clearing/grubbing and stump removal clearing needs to be completed prior to installation of the conduit

MKA Contracting – electrical trenching:	\$28,038.00
Aesthetix Electric – conduit install:	\$ 6,993.00
Subtotal:	\$35,031.00
10% overhead and profit:	\$ 3,503.10
Total:	\$38,534.10

Estimators: Mike Jordan

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications above involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

All agreements contingent upon strikes, accidents or delays beyond our control

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

Authorized Signature:

ACCEPTANCE OF PROPOSAL - The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature:

Signature:



Contracting, LLC

800 East Hwy M
 Truesdale, MO 63380
mkacontracting@yahoo.com
 Tel: 314.486.1081

Page	1 of 1
Quote Date	11/12/2019

Bill To: Heggemann ATTN: Mike Jordan

Tel: Fax: Email:

Job Name:	Date Requested	Terms
Swiss Village	11/12/2019	30 days
Description	Electrical Trenching	Quantity
MKA Contracting, LLC proposes to furnish labor, materials, equipment, and supervision to		
1. Mobilize equipment		
2. Dig 24" wide x 3.5' deep x 470' long trench for 4" electric conduit		
3. Includes 3" concrete cap per City's guidelines		
4. Backfill with spoils		
5. Haul off any additional spoils		
Rock excavation and rock removal for electrical conduit is included		
Thank you!		TOTAL
		\$ 28,038.00

EXCLUSIONS:

No rebar or reinforcement
 No layout or stakes
 No restoration
 No As-Builds
 No tapping fees

No permits or inspections
 Not responsible for any damage to any unmarked utilities
 Not responsible for any conflict with any existing utilities
 No SWPPP
 No Meters or Meter Fees



November 18, 2019

Heggemann INC
PO Box 768
Warrenton, Mo 63383

Quote #111819920

A. Osage Beach Swiss Village Well #3:

- Install 4" Conduit from Pole to Transformer Pad
- Per-Ameren UE Specs
- Installing Mule tape in 4" Conduit

Quote Total \$6,993.00

Items NOT Included:

- Utility Charges
- Premium Time
- Excavation and Backfill
- Concrete
- Applicable Taxes
- Prices are firm 60 from the date of proposal
- Net 30 days with 1.5% added monthly

Accepted By _____

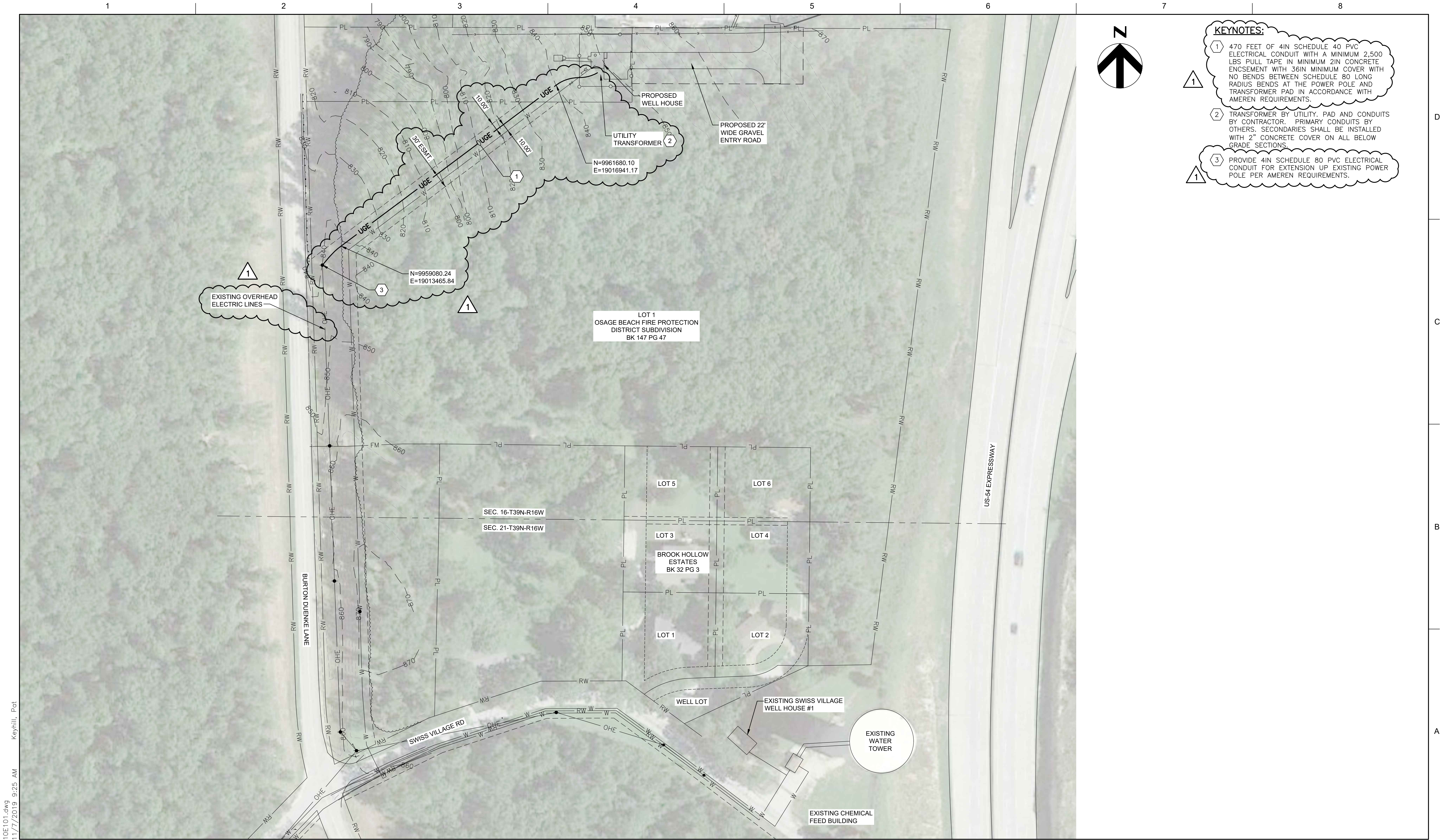
Company _____

Date _____

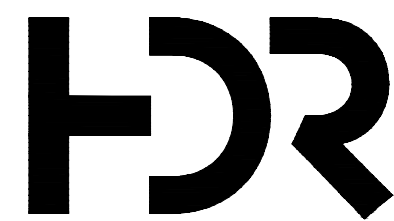
Steve Durbin
Aesthetix Electric

THANK YOU FOR YOUR BUSINESS AND REFERRALS!

573.348.1429
aesthetixelectric.com | steve@aesthetixelectric.com
PO Box 972 | Osage Beach MO, 65065



10E101.dwg
11/7/2019 9:25 AM
Keyhill, Pat



HDR
MISSOURI CERTIFICATE OF
AUTHORITY #: 000856
10450 HOLMES ROAD, SUITE #600
KANSAS CITY, MO 64131
816-360-2700

ISSUE	DATE	DESCRIPTION
1	11-07-19	ISSUED FOR CHANGE ORDER NO. 2
0	05-2019	ISSUED FOR BID SET

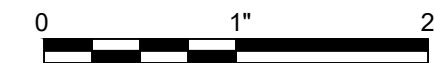
PROJECT MANAGER	SCOTT FLEMING
CIVIL	S.FLEMING
STRUCTURAL	D. WISEMAN
MECHANICAL	L. WORTH
ELECTRICAL	J. RILEY
INSTRUMENTATION	K. BOYD
HYDROLOGIST	D. HANEY
PROJECT NUMBER	10136782



LICENSEE:
THOMAS K. BOYD
ELECTRICAL
PE-2010019508

CITY OF OSAGE BEACH, MISSOURI SWISS VILLAGE WELL NO. 3

SITE PLANNING ELECTRICAL SITE PLAN



FILENAME | 10E101.dwg
SCALE | 1" = 60'

SHEET
10E101

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 19, 2019
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator
Date Submitted: December 9, 2019

Agenda Item:

Motion to approve Sixty-Five Grinder Pumps of various sizes in the amount not to exceed \$221,940.70, plus applicable freight costs, from Municipal Equipment Company.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

None

Budgeted Item:

No -Pending FY2020 Budget

Department Comments and Recommendation:

City Attorney Comments:

Not Applicable

City Administrator Comments:

This request is for authorization to proceed with the purchase of Sixty-Five (65) Grinder Pumps of various sizes as outlined in the quote enclosed, plus applicable freight costs, for our FY2020 inventory. Municipal Equipment submitted quotes for the pumps; this is considered a sole source purchase as they are the authorized manufacturer for our area.

This request is for funds from the FY2020 Budget under Repair of System - 35-00-

743300; if ordered in December, delivery can take place early in FY2020. The Sewer Foreman recommends approval based on current and upcoming need for our system.

I concur with the department's recommendation.

QUOTE

Mr. Chad Stark
City of Osage Beach, MO

November 7, 2019

RE: 2020 Stock Grinder Pump Quote

Dear Chad,

We are pleased to offer the following for the grinder pumps stock bid:

Twenty (20) Sulzer model S20/2W submersible grinder pumps with 2 horsepower, 3450 RPM, 230 volt, single motors and 32' power/control cable

PRICE.....\$1,384.35 each

Eight (8) Sulzer model S26/2W submersible grinder pumps with 3.5 horsepower, 3450 RPM, 230 volt, single phase motors and 32' power/control cable

PRICE.....\$2,269.40 each

Twenty Five (25) Sulzer model PE45/2W submersible grinder pumps with 6 horsepower, 3450 RPM, 230 volt, single phase motors and 32' power/control cable

PRICE.....\$4,208.10 each

Six (6) Sulzer model PE80/2 submersible grinder pumps with 10.7 horsepower, 3450 RPM, 460 volt, 3 phase motors and 32' power/control cable

PRICE.....\$5,900.50 each

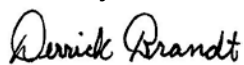
Six (6) Sulzer model PE100/2 submersible grinder pumps with 13.4 horsepower, 3450 RPM, 460 volt, 3 phase Motors and 32' power/control cable

PRICE.....\$5,915.50 each

TOTAL PRICE.....\$221,940.70

I look forward to hearing from you. Please let me know if there are any questions or comments.

Sincerely,



Derrick Brandt

General Notes and Comments:

- The prices shown above include associated freight costs
- The prices are firm for 45 days from the date of the proposal
- Payment terms for this order would be: **NET 30 Days**
- The prices shown above do not include applicable taxes.
- Municipal Equipment Company shall not, in any event, be liable for indirect, special, consequential, or liquidated damages or penalties of any kind for any reason.

If you would like to place an order for this equipment, please sign below and return to our office.

Accepted by

Company

Date

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 19, 2019
Originator: Jeana Woods, City Administrator
Presenter: Jeana Woods, City Administrator
Date Submitted: December 9, 2019

Agenda Item:

Motion to approve the purchase of various grinder pump re-building parts, plus applicable freight costs, from Municipal Equipment in the amount not to exceed \$46,361.31.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

None

Budgeted Item:

No - pending FY2020 Budget

Department Comments and Recommendation:

City Attorney Comments:

Not Applicable

City Administrator Comments:

This request is for various grinder pump re-building parts, as outlined in quote enclosed, for the city's pumps within our system with FY2020 funds from Municipal Equipment. This is considered a sole source purchase as Municipal Equipment is the authorized manufacturer for our area.

This request is for funds from the FY2020 Budget under Pump Repairs - 35-00-743500; if ordered in December, delivery can take place in FY2020.

The Sewer Foreman recommend approval based on current and upcoming need. I concur with the department's request.

QUOTE

Mr. Chad Stark
City of Osage Beach, MO

November 7, 2019

RE: 2020 Stock Parts Quote

Dear Chad,

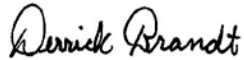
We are pleased to offer the following for the stock parts:

Quantity	Part Number	Pump model	Description	Price Each	Total Price
Nine (9)	61705038	S20/2W	Repair Kit	\$165.05	\$1,485.45
Seven (7)	61705710	S20/2W	Hydraulic Kit	\$387.78	\$2,714.46
Twelve (12)	65005339	S20/2W	Stator 230V/1PH	\$170.39	\$2,044.68
Thirteen (13)	61705040	S26/2W	Repair Kit	\$197.89	\$2,572.57
Seven (7)	61705722`	S26/2W	Hydraulic Kit	\$407.18	\$2,850.26
Fifteen (15)	65005344	S26/2W	Stator 230V/1PH	\$455.66	\$6,834.90
Ten (10)	61705037	M50/2W	Repair Kit	\$334.65	\$3,346.50
Six (6)	61705734	M50/2W	Hydraulic Kit	\$541.84	\$3,251.04
Fifteen (15)	61000756	M50/2W	Stator 230V/1PH	\$1,418.03	\$21,270.45

TOTAL PRICE.....\$46,361.31

I look forward to hearing from you. Please let me know if there are any questions or comments.

Sincerely,



Derrick Brandt

General Notes and Comments:

- The prices shown above DO NOT include associated freight costs
- The prices are firm for 45 days from the date of the proposal
- Delivery is 6-8 weeks from notice to proceed
- Payment terms for this order would be: **NET 30 Days**
- The prices shown above do not include applicable taxes.
- Municipal Equipment Company shall not, in any event, be liable for indirect, special, consequential, or liquidated damages or penalties of any kind for any reason.