

NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

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

TENTATIVE AGENDA

REGULAR MEETING

January 20, 2022 - 6:00 PM
CITY HALL

**** Note:** All cell phones should be turned off or on a silent tone only. If you desire to address the Board, please sign the attendance sheet located at the podium. Agendas are available on the back table in the Council Chambers. Complete meeting packets are available on the City's website at www.osagebeach.org.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR'S COMMUNICATIONS

CITIZEN'S COMMUNICATIONS

This is a time set aside on the agenda for citizens and visitors to address the Mayor and Board on any topic that is not a public hearing. For those here in person, speakers will be restricted to three minutes unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

Visitors attending via online will be in listen only mode. Any questions or comments for the Mayor and Board may be sent to the City Clerk at tberreth@osagebeach.org no later than 10:00

AM on the Board's meeting day (the 1st and 3rd Thursday of each month). Submitted questions and comments may be read during the Citizen's Communications section of the agenda.

The Board of Aldermen will not take action on any item not listed on the agenda, nor will it respond to questions, although staff may be directed to respond at a later time. The Mayor and Board of Aldermen welcome and value input and feedback from the public.

Is there anyone here in person who would like to address the Board?

APPROVAL OF CONSENT AGENDA

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

- ▶ Minutes of Board of Aldermen meeting
January 6, 2022 Special BOA Minutes
January 6, 2022 Regular BOA Minutes
- ▶ Bills List - January 20, 2022

UNFINISHED BUSINESS

- A. Bill 22-01 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a Software as a Service (SaaS) agreement with Tyler Technologies for an amount not to exceed \$57,089 annually for the first three years under this new agreement. *Second Reading.*

NEW BUSINESS

- A. Bill 22-03 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a new 12-month agreement for the City's Voice over IP (VoIP) phone system for an amount not to exceed \$27,120. *First Reading*
- B. Motion to approve the purchase of one (1) 2022 Ford F150, Super Cab, 4x4 at a cost not to exceed \$27,707.00 from Joe Machens Ford Lincoln off of the State of Missouri Contract #CC220107002.
- C. Motion to approve the purchase of a new Chevrolet Silverado 1500 Crew Cab 4WD from Don Brown Cheverlet off the State of Missouri contract #CC220107001, for an amount not to exceed \$29,182.00.
- D. Motion to approve the purchase of an Odor Control Digester From McIntire Management Group for Sands Lift Station on Basin Road for an amount not to exceed \$145,000.
- E. Motion to approve the purchase of water meters and parts from Shulte Supply for an amount not to exceed \$128,604.96

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

Remote viewing is available on Facebook at *City of Osage Beach, Missouri* and on YouTube at *City of Osage Beach*.

Representatives of the news media may obtain copies of this notice by contacting the following:

Tara Berreth, City Clerk
1000 City Parkway
Osage Beach, MO 65065
573.302.2000 x 1020

If any member of the public requires a specific accommodation as addressed by the Americans with Disabilities Act, please contact the City Clerk's Office forty-eight (48) hours in advance of the meeting at the above telephone number.

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF ALDERMEN
OF THE CITY OF OSAGE BEACH, MISSOURI
JANUARY 6, 2022

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Special Meeting on Thursday, January 6, 2022, at 5:45 PM. The following were present in person: Mayor John Olivarri, Alderman Tyler Becker, Alderman Phyllis Marose, Alderman Bob O'Steen, Alderman Richard Ross, and Alderman Kevin Rucker via Zoom. Cindy Leigh, Human Resources Generalist was present and performed the duties for the City Clerk's officer. Appointed and Management staff present were City Administrator Jeana Woods, Assistant City Administrator Mike Welty, City Attorney Ed Rucker, Police Chief Todd Davis, Public Works Operations Manager Kevin Crooks, and City Planner Cary Patterson.

NEW BUSINESS

Bill 22-02 - An ordinance of the City of Osage Beach, Missouri, filling the vacancy of the unexpired term of Alderman in Ward Three of the City of Osage Beach, Missouri. *First and Second Reading*

Alderman Marose made a motion to approve the first reading of Bill 22-02. This motion was seconded by Alderman Ross. Motion passes unanimously with a voice vote.

Alderman Becker made a motion to approve the second reading of Bill 22-02. This motion was seconded by Alderman Marose. The following roll call was taken to approve the second and final reading of Bill 22-02 and to pass same into ordinance: "Ayes" Alderman Becker, Alderman Marose, Alderman O'Steen, Alderman Ross and Alderman Rucker Bill 22-02 was passed and approved as Ordinance 22.02.

The oath of office was administered by City Administrator Jeana Woods.

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 5:51 PM. I, Cindy Leigh, Human Resource Generalist of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the special meeting of the Board of Aldermen of the City of Osage Beach, Missouri, on January 6, 2022, and approved January 20, 2022.

Cindy Leigh, Human Resources Generalist

John Olivarri, Mayor

MINUTES OF THE REGULAR MEETING OF THE BOARD OF ALDERMEN
OF THE CITY OF OSAGE BEACH, MISSOURI
JANUARY 6, 2022

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, January 6, 2022, at 6:00 PM. The following were present in person: Mayor John Olivarri, Alderman Tyler Becker, Alderman Phyllis Marose, Alderman Bob O'Steen, Alderman Richard Ross, Alderman Kellie Schuman, and Alderman Kevin Rucker via Zoom. Cindy Leigh, Human Resources Generalist, was present and performed the duties for the City Clerk's office. Appointed and Management staff present were City Administrator Jeana Woods, Assistant City Administrator Mike Welty, City Attorney Ed Rucker, Police Chief Todd Davis, City Planner Cary Patterson, Public Works Operations Manager Kevin Crooks, IT Manager Mikeal Bean, Airport Manager Ty Dinsdale, and Dave Van Leer with Cochran Engineering.

MAYOR'S COMMUNICATIONS

Thank you to Cindy Leigh for filling for the City Clerk's office,

Welcome our new Alderman, Kellie Schuman, to her 1st meeting! Kellie's appointment was approved by the Board in a Special Session a few minutes ago. She will complete Alderman Walker's term representing Ward 3. I would like to thank the individuals who applied for the Alderman position for their willingness to serve our community!

Also, as a comment, the City of Osage Beach experienced a robust 2021 – and -- considering ongoing developer conversations, hold onto your hats-2022 will be another exciting year!

And finally, congratulation to Dan and Chris Foster on the announcement of their proposed new complex and conversations with Camden County.

CITIZEN'S COMMUNICATIONS

None

APPROVAL OF CONSENT AGENDA

Alderman O'Steen made a motion to approve the consent agenda. This motion was seconded by Alderman Marose. Motion passes with a voice vote unanimously.

NEW BUSINESS

***Bill 22-01 – An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a Software as a Service (SaaS) agreement with Tyler Technologies for an amount not to exceed \$57,089 annually for the first three years under this new agreement. *First Reading*

Alderman Ross made a motion to approve the first reading of Bill 22-02. This motion was seconded by Alderman Rucker. Motion passes unanimously with a voice vote.

****Motion to approve the purchase of a 2023 Ford F450 193" WB 4x4 7.3L V8 Gas Engine with Liquid Spring Suspension System and a 2022 Osage 168" Warrior Conversion Type 1 Osage Ambulance from Emergency Services Supply at a price not to exceed \$236,000.**

Alderman Becker made a motion to approve the purchase of a 2023 Ford F450 193" WB 4x4 7.3L V8 Gas Engine with Liquid Spring Suspension System and a 2022 Osage 168" Warrior Conversion Type 1 Osage Ambulance from Emergency Services Supply at a price not to exceed \$236,000. This motion was seconded by Alderman O'Steen. Motion passes with unanimously voice vote

****Motion to approve the purchase of two (2) 2022 Ford Interceptor Utility Vehicles and one (1) 2022 Ford F-150 Responder Truck at a cost not to exceed \$112,454.00 from Joe Machens Ford Lincoln off of the State of Missouri Contract #CC220022004.**

Alderman O'Steen made a motion to approve the purchase of two (2) 2022 Ford Interceptor Utility Vehicles and one (1) 2022 Ford F-150 Responder Truck at a cost not to exceed \$112,454.00 from Joe Machens Ford Lincoln off of the State of Missouri Contract #CC220022004. This motion was seconded by Alderman Ross. Motion passes with unanimously voice vote.

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

Becker – Welcome to Kellie

Marose – Welcome to Kellie, responses from those going through Park lights were appreciated comments, here's to a

O'Steen – welcome Kellie, health paramount to happiness – please take care of yourself

Ross – welcome to Kellie, wish you all a warm January,

Rucker – Welcome Kellie from Florida,

Schuman – thank you for welcoming me, and to PW for this morning's snow removal.

STAFF COMMUNICATIONS

Jeana – Welcome Kellie, Thank Mikeal all TVs up this meeting and new AV system. Appreciate Board of Aldermen for funds to do it right. Thank Todd and command staff working on the road and nights. Competitive pay working for responding to job postings. Legislative session, LOREDC annual meeting, Strategic planning session scheduling, happy 2022.

Ed – welcome Kellie, conversion to show me courts coming along, stay warm

Todd – Nathan started academy; background started for police officer applicant. all officers stepping up to pick up open slots, Commend Sgt Morley – individual no way home, released from hospital, worked with other agencies, no luck, found a taxi to get individual home, he paid for half of the fair.

Cary – not excited Kellie was appointed because losing her from planning commission

Ty – nothing, welcome Kellie

Mike – welcome Kellie, lift station improvement project Indian Point, Ledges, Huff n Puff – going to wait a little longer- panels delays – May or June now.

Kevin – fleet doing well, new Water Foreman is Zac Wilber, filled from within

Dave – seeing projects going out to bid – autumn lane, industrial drive, two sidewalks along parkway, kicking off this spring. Whole hose of projects behind those.

Mikeal – thank Jeana and Board of Aldermen for audio visual upgrade, audio installed in next 30 or 40 days

Cindy – 23 vacant full-time positions, 10 full-time postings, 1 full-time and 2 part-time positions posted tomorrow

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 6:30 PM. I, Cindy Leigh, Human Resource Generalist of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, on January 6, 2022, and approved January 20, 2022.

Cindy Leigh, Human Resources Generalist

John Olivarri, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
January 20, 2022**

Bills Paid Prior to Board Meeting	\$	189,383.93
Payroll Paid Prior to Board Meeting	\$	111,090.53
SRF Transfer Prior to Board Meeting	\$	-
TIF Transfer Dierbergs	\$	-
Bills Pending Board Approval	\$	390,181.86
Total Expenses	\$	690,656.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PAYROLL DEDUCTIONS	490.00-
			ADJUST PAYROLL DEDUCTIONS	32.50-
			Dental Insurance Premiums	638.38
			Dental Insurance Premiums	616.42
			Dental Insurance Premium	108.00
			Dental Insurance Premium	108.00
			Health Insurance Contribut	1,036.55
			Health Insurance Contribut	962.76
			Health Insurance Contribut	848.25
			Health Insurance Contribut	848.25
			Vision Insurance Contribut	88.10
			Vision Insurance Contribut	82.60
			Vision Insurance Contribut	22.00
			Vision Insurance Contribut	22.00
			Vision Insurance Contribut	64.00
			Vision Insurance Contribut	64.00
		MO DEPT OF REVENUE	DEC CVC COLLECTIONS	57.04
		FAMILY SUPPORT PAYMENT CENTER	Case #01450465	328.15
		MO DEPT OF REVENUE	State Withholding	3,287.54
		MO TREASURER BUDGET DIRECTOR	DEC PEACE OFFICER TRAINING	8.00
		INTERNAL REVENUE SERVICE	Fed WH	9,981.40
			FICA	6,562.65
			Medicare	1,534.81
		LEGALSHIELD	ADJUST PAYROLL DEDUCTIONS	0.04-
			Pre-Paid Legal Premiums	117.12
			Pre-Paid Legal Premiums	117.12
		ICMA	Loan Repayment	225.00
			Loan Repayment	233.04
			Loan Repayment	143.78
			Loan Repayment	175.08
			Loan Repayment	216.93
			Loan Repayment	182.34
			Loan Repayment	277.41
			Retirement 457 &	1,733.27
			Retirement 457	895.00
			Loan Repayments	51.67
			Loan Repayments	242.79
			Loan Repayments	84.90
			Loan Repayments	247.78
			Loan Repayments	42.21
			Loan Repayments	176.79
			Loan Repayments	174.78
			Loan Repayments	115.98
			Retirement Roth IRA %	45.86
			Retirement Roth IRA	615.00
		COLONIAL LIFE & ACCIDENT	ADJUST PAYROLL DEDUCTIONS	0.01-
			Colonial Supplemental Insu	30.86
			Colonial Supplemental Insu	30.86
		CITIZENS AGAINST DOMESTIC VIOLENCE	DEC CADV COLLECTIONS	18.00
		AMERICAN FIDELITY ASSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	168.64
			American Fidelity	1,337.49
			American Fidelity	1,337.53
			American Fidelity	827.01
			American Fidelity	820.61
		TEXAS LIFE INSURANCE CO	ADJUST PAYROLL DEDUCTIONS	0.07-
			Texas Life After Tax	181.77

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Texas Life After Tax	181.77
		HSA BANK	HSA Contribution	443.18
			HSA Family/Dep. Contributi	1,567.86
		SHERIFFS RETIREMENT SYSTEM	DEC COLLECTIONS	9.00
		PRINCIPAL LIFE INSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	161.49
			ADJUST PAYROLL DEDUCTIONS	1,064.42
			Group Life Ins and Buy Up	43.29
			Group Life Ins and Buy Up	43.29
			Group Life Ins and Buy Up	100.41
			Group Life Ins and Buy Up	100.41
		ONE TIME VENDOR	OTHER AGENCY BOND	250.00
			TOTAL:	41,578.02
Mayor & Board	General Fund	MO MUNICIPAL LEAGUE	MML LEG CONF- J. OLIVARRI	135.00
			MML LEG CONF- R. ROSS	135.00
			MML LEG CONF- K. RUCKER	135.00
		PETTY CASH	REIMB-CANDY FOR BRD BUDGET	61.05
		OLIVARRI, JOHN	MILEAGE REIMB CHMBR RETIRE	14.00
		THE PITNEY BOWES BANK INC	MAYOR/BOARD POSTAGE	10.00
			TOTAL:	490.05
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Health Insurance Contribut	273.00
			Health Insurance Contribut	273.00
			Health Insurance Contribut	1,384.10
			Health Insurance Contribut	1,384.10
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
		INTERNAL REVENUE SERVICE	FICA	543.80
			Medicare	127.18
		MO MUNICIPAL LEAGUE	MML LEG CONF- J. WOODS	135.00
			MML AMGI- J. WOODS	50.00
			MCMA WNTR WRKSHP- J. WOODS	100.00
		ICMA	Retirement 401%	90.54
			Retirement 401	543.26
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	88.94
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
		THE PITNEY BOWES BANK INC	CITY ADMIN POSTAGE	110.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	4.32
			Group Life Ins and Buy Up	4.32
			Group Life Ins and Buy Up	21.28
			Group Life Ins and Buy Up	21.28
			Short Term Disability Ins	19.80
			Short Term Disability Ins	19.80
			TOTAL:	5,497.64
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	692.05
			Health Insurance Contribut	692.05
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MO CITY CLERKS & FINANCE OFFICERS ASSO	2022 MOCCFOA DUES- T. BERR	15.00
		INTERNAL REVENUE SERVICE	FICA	169.47
			Medicare	39.63
		ICMA	Retirement 401%	28.49
			Retirement 401	170.95
		HSA BANK	HSA Family/Dep. Contributi	75.00
		THE PITNEY BOWES BANK INC	CITY CLERK POSTAGE	600.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.60
			Group Dependent Life Ins	1.60
			Group Life Ins and Buy Up	2.16
			Group Life Ins and Buy Up	2.16
			Group Life Ins and Buy Up	6.16
			Group Life Ins and Buy Up	6.16
			Short Term Disability Ins	9.90
			Short Term Disability Ins	<u>9.90</u>
			TOTAL:	2,577.28
City Treasurer	General Fund	MIDWEST PUBLIC RISK	ADJUST PAYROLL DEDUCTIONS	7,146.05-
			Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	273.00
			Health Insurance Contribut	273.00
			Health Insurance Contribut	692.05
			Health Insurance Contribut	692.05
			Health Insurance Contribut	593.45
			Health Insurance Contribut	593.45
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	555.87
			Medicare	130.00
		ICMA	Retirement 401%	91.87
			Retirement 401	551.16
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
		THE PITNEY BOWES BANK INC	FINANCE POSTAGE	40.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.75
			Group Dependent Life Ins	3.75
			Group Life Ins and Buy Up	10.80
			Group Life Ins and Buy Up	10.80
			Group Life Ins and Buy Up	16.32
			Group Life Ins and Buy Up	16.32
			Short Term Disability Ins	29.70
			Short Term Disability Ins	<u>29.70</u>
			TOTAL:	2,222.51-
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Health Insurance Contribut	593.45
			Health Insurance Contribut	593.45
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	81.62

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	19.09
		ICMA	Retirement 401%	13.77
			Retirement 401	82.62
		HSA BANK	HSA Family/Dep. Contributi	75.00
		THE PITNEY BOWES BANK INC	MUNICIPAL POSTAGE	190.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	4.32
			Group Life Ins and Buy Up	4.32
			Short Term Disability Ins	6.60
			Short Term Disability Ins	6.60
			TOTAL:	1,680.98
City Attorney	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	593.45
			Health Insurance Contribut	593.45
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	362.67
			Medicare	84.82
		MO MUNICIPAL LEAGUE	MML LEG CONF- E. RUCKER	135.00
		ICMA	Retirement 401%	59.32
			Retirement 401	355.92
		CLERK OF THE SUPREME COURT	2022 ATTORNEY ENROLLMENT	410.00
		HSA BANK	HSA Family/Dep. Contributi	75.00
		THE PITNEY BOWES BANK INC	CITY ATTNY POSTAGE	20.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	16.20
			Group Life Ins and Buy Up	16.20
			Short Term Disability Ins	6.60
			Short Term Disability Ins	6.60
			TOTAL:	2,789.37
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	33.00
			Dental Insurance Premiums	33.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	273.00
			Health Insurance Contribut	273.00
			Health Insurance Contribut	692.05
			Health Insurance Contribut	692.05
			Health Insurance Contribut	296.73
			Health Insurance Contribut	296.73
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
		INTERNAL REVENUE SERVICE	FICA	312.24
			Medicare	73.03
		ICMA	Retirement 401%	51.90
			Retirement 401	311.40
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	88.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			BLDG DEPT CELL PHONE	23.24
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	112.50
		THE PITNEY BOWES BANK INC	BUILDING POSTAGE	190.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.68
			Group Dependent Life Ins	2.68
			Group Life Ins and Buy Up	6.48
			Group Life Ins and Buy Up	6.48
			Group Life Ins and Buy Up	8.21
			Group Life Ins and Buy Up	8.21
			Short Term Disability Ins	16.50
			Short Term Disability Ins	16.50
			TOTAL:	3,895.05
Building Maintenance	General Fund	ALLIED SERVICES LLC	CITY HALL TRASH SERVICE	203.04
		INTERNAL REVENUE SERVICE	FICA	40.64
			Medicare	9.50
		SUMMIT NATURAL GAS OF MISSOURI INC	SUSERVICE 11/16-12/14/21	30.00
		B & H CLEANING	CITY HALL JANITORIAL SERVI	1,470.00
			TOTAL:	1,753.18
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	1,092.00
			Health Insurance Contribut	1,092.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		ALLIED SERVICES LLC	PARK TRASH SERVICE	163.36
		INTERNAL REVENUE SERVICE	FICA	545.80
			Medicare	127.65
		ICMA	Retirement 401%	34.08
			Retirement 401	450.49
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	44.47
			PARKS DEPT CELL PHONES	46.23
		AMEREN MISSOURI	CP MAINT BLDG 11/10-12/13/	54.06
		HSA BANK	HSA Contribution	150.00
		THE PITNEY BOWES BANK INC	PARK POSTAGE	50.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	8.64
			Group Life Ins and Buy Up	8.64
			Group Life Ins and Buy Up	10.26
			Group Life Ins and Buy Up	10.26
			Short Term Disability Ins	26.40
			Short Term Disability Ins	26.40
		HOME DEPOT CREDIT SERVICES	PELLET STOVE	2,399.00
			TOTAL:	6,420.16
Human Resources	General Fund	CITY OF OSAGE BEACH	SERVICE AWARD GIFT CARDS	509.46
		MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	593.45
			Health Insurance Contribut	593.45
			Vision Insurance Contribut	4.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	154.30
			Medicare	36.09
		ICMA	Retirement 401%	25.52
			Retirement 401	153.14
		HSA BANK	HSA Contribution	37.50
		THE PITNEY BOWES BANK INC	HUMAN RESOURCES POSTAGE	25.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	7.13
			Group Life Ins and Buy Up	7.13
			Short Term Disability Ins	6.60
			Short Term Disability Ins	<u>6.60</u>
			TOTAL:	2,209.51
Overhead	General Fund	CHARTER COMMUNICATIONS HOLDING CO LLC	CITY HALL CABLE	57.25
		XEROX CORPORATION	CITY HALL COPIER LEASE	238.61
		THE PITNEY BOWES BANK INC	OVERHEAD POSTAGE	100.00
		MITEL CLOUD SERVICES INC	PH SVC RECRDING 1/1-1/31/2	<u>2,175.12</u>
			TOTAL:	2,570.98
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	330.00
			Dental Insurance Premiums	330.00
			Dental Insurance Premium	54.00
			Dental Insurance Premium	54.00
			Health Insurance Contribut	1,638.00
			Health Insurance Contribut	1,638.00
			Health Insurance Contribut	5,536.40
			Health Insurance Contribut	5,536.40
			Health Insurance Contribut	4,154.15
			Health Insurance Contribut	4,154.15
			Vision Insurance Contribut	49.50
			Vision Insurance Contribut	49.50
			Vision Insurance Contribut	10.00
			Vision Insurance Contribut	10.00
			Vision Insurance Contribut	28.00
			Vision Insurance Contribut	28.00
		INTERNAL REVENUE SERVICE	FICA	2,756.99
			Medicare	644.77
		ICMA	Retirement 401%	334.04
			Retirement 401	2,767.18
		AT&T MOBILITY-CELLS	POLICE DEPT CELL PHONES	397.00
		XEROX CORPORATION	POLICE COPIER LEASE	215.06
		HSA BANK	HSA Contribution	225.00
			HSA Family/Dep. Contributi	975.00
		THE PITNEY BOWES BANK INC	POLICE POSTAGE	125.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	20.33
			Group Dependent Life Ins	20.33
			Group Life Ins and Buy Up	51.84
			Group Life Ins and Buy Up	51.84
			Group Life Ins and Buy Up	75.34
			Group Life Ins and Buy Up	75.34
			Short Term Disability Ins	158.40
			Short Term Disability Ins	<u>158.40</u>
			TOTAL:	32,651.96

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Dental Insurance Premiums	44.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	273.00
			Health Insurance Contribut	273.00
			Health Insurance Contribut	692.05
			Health Insurance Contribut	692.05
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	574.51
			Medicare	134.36
		ICMA	Retirement 401%	82.62
			Retirement 401	495.74
		CHARTER COMMUNICATIONS HOLDING CO LLC	COMM INTERNET	129.98
			COMM CABLE	31.75
			MOSWIN INTERNET 12/21-1/20	89.98
		AT&T MOBILITY-CELLS	911 CENTER CELL PHONES	44.47
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
		THE PITNEY BOWES BANK INC	911 CENTER POSTAGE	15.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	12.96
			Group Life Ins and Buy Up	12.96
			Group Life Ins and Buy Up	4.75
			Group Life Ins and Buy Up	4.75
			Short Term Disability Ins	26.40
			Short Term Disability Ins	26.40
		MITEL CLOUD SERVICES INC	PD RECORDING SVC 1/1-1/31/	262.38
			TOTAL:	4,127.03
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	33.00
			Dental Insurance Premiums	33.00
			Health Insurance Contribut	890.17
			Health Insurance Contribut	890.17
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
		INTERNAL REVENUE SERVICE	FICA	207.80
			Medicare	48.59
		ICMA	Retirement 401%	35.06
			Retirement 401	210.41
		HSA BANK	HSA Family/Dep. Contributi	112.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.60
			Group Dependent Life Ins	1.60
			Group Life Ins and Buy Up	2.16
			Group Life Ins and Buy Up	2.16
			Group Life Ins and Buy Up	8.11
			Group Life Ins and Buy Up	8.11
			Short Term Disability Ins	9.90
			Short Term Disability Ins	9.90
			TOTAL:	2,516.24

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Engineering	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.37
			Dental Insurance Premiums	22.42
			Health Insurance Contribut	11.74
			Health Insurance Contribut	13.27
			Health Insurance Contribut	593.45
			Health Insurance Contribut	593.45
			Vision Insurance Contribut	0.09
			Vision Insurance Contribut	0.11
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	119.65
			Medicare	27.99
		ICMA	Retirement 401%	0.32
			Retirement 401	123.30
		AT&T MOBILITY-CELLS	ENG DEPT CELL PHONES	44.47
			ENG DEPT CELL PHONES	23.24
		HSA BANK	HSA Family/Dep. Contributi	76.20
		THE PITNEY BOWES BANK INC	ENGINEERING POSTAGE	25.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.09
			Group Dependent Life Ins	1.09
			Group Life Ins and Buy Up	5.70
			Group Life Ins and Buy Up	5.71
			Short Term Disability Ins	6.71
			Short Term Disability Ins	6.73
			TOTAL:	1,732.10
Information Technology General Fund		MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	593.45
			Health Insurance Contribut	593.45
			Vision Insurance Contribut	5.50
		INTERNAL REVENUE SERVICE	Vision Insurance Contribut	5.50
			FICA	137.30
		ICMA	Medicare	32.11
			Retirement 401%	23.21
		AT&T INTERNET/IP SERVICES	Retirement 401	139.25
			CITY HALL INTERNET 12/19/2	1,684.69
			LCF INTERNET 12/11/21	1,253.44
			PARK INTERNET 12/11/21	832.63
			GG INTERNET 12/11/21	776.28
			CITY HALL INTERNET	301.54
			IT DEPT CELL PHONES	44.47
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	3.56
			HSA Family/Dep. Contributi	75.00
		HSA BANK	IT POSTAGE	15.00
		THE PITNEY BOWES BANK INC	Group Dependent Life Ins	1.07
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	6.59
			Group Life Ins and Buy Up	6.59
			Short Term Disability Ins	6.60
			Short Term Disability Ins	6.60
			TOTAL:	6,588.90
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	124.74
			Dental Insurance Premiums	124.74
			Dental Insurance Premium	9.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premium	9.00
			Health Insurance Contribut	172.31
			Health Insurance Contribut	172.31
			Health Insurance Contribut	132.33
			Health Insurance Contribut	132.33
			Health Insurance Premiums	417.55
			Health Insurance Premiums	417.55
			Vision Insurance Contribut	12.81
			Vision Insurance Contribut	12.81
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	9.36
			Vision Insurance Contribut	9.36
		MO DEPT OF REVENUE	State Withholding	205.17
		INTERNAL REVENUE SERVICE	Fed WH	597.45
			FICA	650.99
			Medicare	152.27
		ICMA	Retirement 457 &	353.11
			Retirement 457	69.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	140.32
			American Fidelity	140.32
			American Fidelity	11.10
			American Fidelity	11.10
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	7.43
			Texas Life After Tax	7.43
		HSA BANK	HSA Contribution	50.00
			HSA Family/Dep. Contributi	278.31
			TOTAL:	4,438.20
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	124.74
			Dental Insurance Premiums	124.74
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	273.00
			Health Insurance Contribut	273.00
			Health Insurance Contribut	1,612.48
			Health Insurance Contribut	1,612.48
			Health Insurance Contribut	1,388.67
			Health Insurance Contribut	1,388.67
			Health Insurance Premiums	668.45
			Health Insurance Premiums	668.45
			Vision Insurance Contribut	12.82
			Vision Insurance Contribut	12.82
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	9.36
			Vision Insurance Contribut	9.36
		ALLIED SERVICES LLC	TRANS TRASH SERVICE	54.27
		INTERNAL REVENUE SERVICE	FICA	651.01
			Medicare	152.25
		ICMA	Retirement 401%	72.02
			Retirement 401	661.78
		PETTY CASH	TRUCK WASHES	8.50
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	366.59
		XEROX CORPORATION	TRANSPORTATION COPIER LEAS	79.54
		AMEREN MISSOURI	5757 CHAPEL SVC 11/14-12/1	192.19

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMEREN MISSOURI	1075 NICHOLS LTS 11/14-12/	192.44
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	350.25
		THE PITNEY BOWES BANK INC	TRANSPORTATION POSTAGE	125.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	7.13
			Group Dependent Life Ins	7.13
			Group Life Ins and Buy Up	20.18
			Group Life Ins and Buy Up	20.18
			Group Life Ins and Buy Up	10.91
			Group Life Ins and Buy Up	10.91
			Short Term Disability Ins	44.02
			Short Term Disability Ins	44.02
		B & H CLEANING	PW-TRANS JANITORIAL SERVIC	287.78
			TOTAL:	11,600.64
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	69.33
			Dental Insurance Premiums	69.31
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	134.70
			Health Insurance Contribut	134.62
			Health Insurance Contribut	18.66
			Health Insurance Contribut	18.66
			Vision Insurance Contribut	21.02
			Vision Insurance Contribut	21.02
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	1.32
			Vision Insurance Contribut	1.32
		MO DEPT OF REVENUE	State Withholding	366.71
		INTERNAL REVENUE SERVICE	Fed WH	919.58
			FICA	691.00
			Medicare	161.60
		ICMA	Retirement 457 &	315.79
			Retirement 457	77.00
			Loan Repayments	59.75
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	129.49
			American Fidelity	129.47
			American Fidelity	10.78
			American Fidelity	10.78
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	48.72
			Texas Life After Tax	48.72
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	44.80
			01-0160-02	92.42
		ONE TIME VENDOR	01-3660-02	73.51
			TOTAL:	3,751.58
		MIDWEST PUBLIC RISK		
Water	Water Fund		Dental Insurance Premiums	69.33
			Dental Insurance Premiums	69.31
			Dental Insurance Premium	18.00
			Dental Insurance Premium	18.00
			Health Insurance Contribut	819.00
			Health Insurance Contribut	819.00
			Health Insurance Contribut	1,260.58
			Health Insurance Contribut	1,259.81

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	195.83
			Health Insurance Contribut	195.84
			Vision Insurance Contribut	21.02
			Vision Insurance Contribut	21.02
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	1.32
			Vision Insurance Contribut	1.32
		ALLIED SERVICES LLC	WATER TRASH SERVICE	54.27
		GOEHRI, GEORGE	JAN INSURANCE PREMIUM	55.10
			DEC INSURANCE PREMIUM	55.10
		INTERNAL REVENUE SERVICE	FICA	691.00
			Medicare	161.60
		POSTMASTER	JAN 2022 UTILITY BILL POST	480.00
		ICMA	Retirement 401%	103.86
			Retirement 401	685.38
		PETTY CASH	TRUCK WASH- TRK 58	5.00
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	257.42
			WATER DEPT CELL PHONES	57.91
		XEROX CORPORATION	WATER COPIER LEASE	79.54
		AMEREN MISSOURI	5757 CHAPEL SVC 11/14-12/1	192.19
		AMEREN MISSOURI	LK RD 54-29 WELL 11/11-12/	314.87
			COLUMBIA CLG WELL 11/11-12	226.39
		HSA BANK	HSA Contribution	112.50
			HSA Family/Dep. Contributi	161.40
		DEVORE, CALEB	MILEAGE REIMB 11/27-12/03/	61.60
			MILEAGE REIMB 12/18-12/24/	30.80
			MILEAGE REIMB 12/18-12/24/	61.60
		THE PITNEY BOWES BANK INC	WATER POSTAGE	100.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	5.51
			Group Dependent Life Ins	5.50
			Group Life Ins and Buy Up	20.14
			Group Life Ins and Buy Up	20.14
			Group Life Ins and Buy Up	7.04
			Group Life Ins and Buy Up	7.03
			Short Term Disability Ins	34.00
			Short Term Disability Ins	34.00
			Short Term Disabilty Ins	5.74
			Short Term Disabilty Ins	5.74
		B & H CLEANING	PW-WATER JANITORIAL SERVIC	287.78
		WILBER, ZACHARY	MILEAGE REIMB 12/18-12/24/	25.76
		HOME DEPOT CREDIT SERVICES	LED OUTDOOR WALL LIGHT	99.00
			TOTAL:	9,282.29
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	91.55
			Dental Insurance Premiums	91.53
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	135.44
			Health Insurance Contribut	135.36
			Health Insurance Contribut	131.76
			Health Insurance Contribut	131.76
			Vision Insurance Contribut	4.57
			Vision Insurance Contribut	4.57
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	9.32
			Vision Insurance Contribut	9.32
		MO DEPT OF REVENUE	State Withholding	193.58
		INTERNAL REVENUE SERVICE	Fed WH	455.71
			FICA	378.13
			Medicare	88.42
		ICMA	Retirement 457 &	97.85
			Retirement 457	33.00
			Loan Repayments	59.75
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	59.05
			American Fidelity	59.03
			American Fidelity	10.78
			American Fidelity	10.78
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	7.21
			Texas Life After Tax	7.21
		HSA BANK	HSA Family/Dep. Contributi	69.80
			TOTAL:	2,297.48
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	91.56
			Dental Insurance Premiums	91.53
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	273.00
			Health Insurance Contribut	273.00
			Health Insurance Contribut	1,267.50
			Health Insurance Contribut	1,266.74
			Health Insurance Contribut	1,382.75
			Health Insurance Contribut	1,382.74
			Vision Insurance Contribut	4.57
			Vision Insurance Contribut	4.55
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	9.32
			Vision Insurance Contribut	9.32
		ALLIED SERVICES LLC	SEWER TRASH SERVICE	54.27
		INTERNAL REVENUE SERVICE	FICA	378.10
			Medicare	88.44
		POSTMASTER	JAN 2022 UTILITY BILL POST	480.00
		ICMA	Retirement 401%	53.19
			Retirement 401	383.18
		PETTY CASH	POSTAGE	23.35
		CARD SERVICES 0248	WORK BOOTS-G. MCKINNEY	179.99
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	289.80
			SEWER DEPT CELL PHONES	115.83
		XEROX CORPORATION	SEWER COPIER LEASE	79.53
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	2,193.21
			500 ST MORITZ S/P 11/16-12	17.80
			5757 CHAPEL L/S 11/14-12/1	11.99
			5757 CHAPEL SVC 11/14-12/1	192.18
			253 W END CIR L/S 11/14-12	15.17
			GRINDER PUMPS & LIFT STATI	2,506.28
			GRINDER PUMPS & LIFT STATI	4,664.80
		HSA BANK	HSA Family/Dep. Contributi	237.15
		THE PITNEY BOWES BANK INC	SEWER POSTAGE	100.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.46
			Group Dependent Life Ins	4.47

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	15.84
			Group Life Ins and Buy Up	15.84
			Group Life Ins and Buy Up	7.47
			Group Life Ins and Buy Up	7.47
			Short Term Disability Ins	34.07
			Short Term Disability Ins	34.05
		B & H CLEANING	PW-SEWER JANITORIAL SERVIC	287.77
		HOME DEPOT CREDIT SERVICES	PAINTERS TAPE & LOCTITE	11.95
			TOTAL:	18,566.23
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	221.85
			Health Insurance Contribut	221.85
			Health Insurance Contribut	56.55
			Health Insurance Contribut	56.55
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00
		MO DEPT OF REVENUE	State Withholding	370.00
		INTERNAL REVENUE SERVICE	Fed WH	793.24
			FICA	781.16
			Medicare	182.70
		ICMA	Loan Repayment	134.33
			Loan Repayment	130.76
			Retirement 457 &	132.88
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	81.02
			American Fidelity	81.02
			American Fidelity	99.82
			American Fidelity	99.82
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	ADJUST PAYROLL DEDUCTIONS	41.66
			Flexible Spending Accts -	58.33
			Flexible Spending Accts -	58.33
		HSA BANK	HSA Family/Dep. Contributi	45.00
			TOTAL:	3,886.87
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.00
			Dental Insurance Premiums	88.00
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	2,076.15
			Health Insurance Contribut	2,076.15
			Health Insurance Contribut	593.45
			Health Insurance Contribut	593.45
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00
		INTERNAL REVENUE SERVICE	FICA	781.16
			Medicare	182.70
		ICMA	Retirement 401%	81.81
			Retirement 401	490.86
		CHARTER COMMUNICATIONS HOLDING CO LLC	AMB CABLE	31.76

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AT&T MOBILITY-CELLS	AMB DEPT CELL PHONES	44.47
			AMB DEPT CELL PHONES	0.00
		AMBULANCE REIMBURSEMENT SYSTEMS INC	DEC AMBULANCE REIMBURSEMEN	2,204.74
		HSA BANK	HSA Family/Dep. Contributi	300.00
		THE PITNEY BOWES BANK INC	AMBULANCE POSTAGE	20.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.28
			Group Dependent Life Ins	4.28
			Group Life Ins and Buy Up	17.28
			Group Life Ins and Buy Up	17.28
			Group Life Ins and Buy Up	4.54
			Group Life Ins and Buy Up	4.54
			Short Term Disability Ins	19.80
			Short Term Disability Ins	19.80
			Short Term Disabiilty Ins	12.86
			Short Term Disabiilty Ins	<u>12.86</u>
			TOTAL:	9,834.22
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	35.20
			Dental Insurance Premiums	35.20
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	44.37
			Health Insurance Contribut	44.37
			Health Insurance Contribut	56.55
			Health Insurance Contribut	56.55
			Vision Insurance Contribut	3.30
			Vision Insurance Contribut	3.30
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		MO DEPT OF REVENUE	State Withholding	95.40
		INTERNAL REVENUE SERVICE	Fed WH	182.40
			FICA	298.94
			Medicare	69.92
		ICMA	Retirment 457 &	23.19
			Retirement 457	45.00
			Loan Repayments	74.35
			Loan Repayments	30.39
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	27.03
			American Fidelity	27.03
			American Fidelity	26.44
			American Fidelity	<u>26.44</u>
			TOTAL:	1,235.37
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	35.20
			Dental Insurance Premiums	35.20
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	273.00
			Health Insurance Contribut	273.00
			Health Insurance Contribut	415.23
			Health Insurance Contribut	415.23
			Health Insurance Contribut	593.45
			Health Insurance Contribut	593.45
			Vision Insurance Contribut	3.30

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	3.30
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		ALLIED SERVICES LLC	LCF TRASH SERVICE	52.63
		INTERNAL REVENUE SERVICE	FICA	298.94
			Medicare	69.92
		ICMA	Retirement 401%	37.29
			Retirement 401	296.09
		DISH NETWORK	SERV 12/29-1/28/22	87.08
		AT&T MOBILITY-CELLS	LCF AP CELL PHONES	22.24
			LCF AP CELL PHONES	0.00
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	195.00
		THE PITNEY BOWES BANK INC	LCF POSTAGE	45.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.71
			Group Dependent Life Ins	1.71
			Group Life Ins and Buy Up	8.64
			Group Life Ins and Buy Up	8.64
			Group Life Ins and Buy Up	4.02
			Group Life Ins and Buy Up	4.02
			Short Term Disability Ins	3.96
			Short Term Disability Ins	3.96
			Short Term Disabiilty Ins	11.23
			Short Term Disabiilty Ins	11.23
		B & H CLEANING	GG JANITORIAL SERVICES	219.38
			TOTAL:	4,090.55
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	30.80
			Dental Insurance Premiums	30.80
			Health Insurance Contribut	29.58
			Health Insurance Contribut	29.58
			Health Insurance Contribut	56.55
			Health Insurance Contribut	56.55
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		MO DEPT OF REVENUE	State Withholding	21.60
		INTERNAL REVENUE SERVICE	Fed WH	72.82
			FICA	133.56
			Medicare	31.24
		ICMA	Retirement 457	30.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	18.02
			American Fidelity	18.02
			American Fidelity	9.96
			American Fidelity	9.96
			TOTAL:	591.44
Grand Glaize Airport	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	30.80
			Dental Insurance Premiums	30.80
			Health Insurance Contribut	276.82
			Health Insurance Contribut	276.82
			Health Insurance Contribut	593.45
			Health Insurance Contribut	593.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		ALLIED SERVICES LLC	GG TRASH SERVICE	52.63
		AMEREN MISSOURI	GG AP HANGAR 11/28-12/29/2	42.10
			GG AP HANGAR 11/28-12/29/2	22.73
		INTERNAL REVENUE SERVICE	FICA	133.56
			Medicare	31.24
		ICMA	Retirement 401%	9.40
			Retirement 401	137.24
		CHARTER COMMUNICATIONS HOLDING CO LLC	GG CABLE SERV 12/16-1/15/2	96.34
		AT&T MOBILITY-CELLS	GG AP CELL PHONES	22.24
			GG AP CELL PHONES	0.00
		HSA BANK	HSA Family/Dep. Contributi	105.00
		THE PITNEY BOWES BANK INC	GG POSTAGE	20.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.50
			Group Dependent Life Ins	1.50
			Group Life Ins and Buy Up	4.32
			Group Life Ins and Buy Up	4.32
			Group Life Ins and Buy Up	2.68
			Group Life Ins and Buy Up	2.68
			Short Term Disability Ins	9.24
			Short Term Disability Ins	9.24
		B & H CLEANING	LCF JANITORIAL SERVICES	430.62
			TOTAL:	2,953.12

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

10	General Fund	116,855.94
20	Transportation	16,038.84
30	Water Fund	13,033.87
35	Sewer Fund	20,863.71
40	Ambulance Fund	13,721.09
45	Lee C. Fine Airport Fund	5,325.92
47	Grand Glaize Airport Fund	3,544.56

GRAND TOTAL:	189,383.93
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TOTAL PAGES: 16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	LAKE OF THE OZARKS COUNCIL OF LOCAL GO	2022 MEMBERSHIP SUPPORT	<u>2,040.28</u>
			TOTAL:	2,040.28
City Administrator	General Fund	ALPHAGRAPHS OF OSAGE BEACH	BUSINESS CARDS- M. WELTY	39.50
		STAPLES BUSINESS ADVANTAGE	TONER	<u>682.74</u>
			TOTAL:	722.24
City Clerk	General Fund	AMERICAN MICRO COMPANY	2022 ANNUAL ARCHIVE RETENT	<u>88.00</u>
			TOTAL:	88.00
City Treasurer	General Fund	STAPLES BUSINESS ADVANTAGE	2 WIRELESS MOUSE	<u>24.44</u>
			TOTAL:	24.44
Building Inspection	General Fund	CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	<u>4.93</u>
			TOTAL:	4.93
Building Maintenance	General Fund	MO DEPT OF PUBLIC SAFETY	CH BOILER/PRESSURE INSPECT	40.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE	133.80
		BUTLER SUPPLY CO	REPLACEMENT CANNED LIGHTS	107.68
		AB PEST CONTROL INC	CH PEST CONTROL	85.00
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	0.92
			CH FLOOR MATS	55.98
		STAPLES BUSINESS ADVANTAGE	PLATES & CUPS	91.59
		CATALYST ELECTRIC	SVC CALL- CH OUTDOOR FIXTU	113.58
		AMAZON CAPITAL SERVICES INC	WATER FILTER- BRKRM ICE MA	52.55
		GEO SERVICES LLC	HVAC SYSTEM MAINTENANCE	270.00
			FALL 2021 PMP CHECK	2,000.00
		MORGAN MUSIC	INSTALL TV'S- COUNCIL CHAM	<u>27,169.00</u>
			TOTAL:	30,120.10
Parks	General Fund	MAGRUDER LIMESTONE CO INC	GRAVEL- PARKS	4,346.68
		CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL	9.00
		STAPLES BUSINESS ADVANTAGE	LABELS- CHRISTMAS DISPLAYS	38.18
		AMAZON CAPITAL SERVICES INC	VELCRO CABLE TIES	35.97
			TWISTED HEMP ROPE	<u>299.94</u>
			TOTAL:	4,729.77
Human Resources	General Fund	LAKE REGIONAL OCCUPATIONAL MEDICINE	RANDOM POOL	75.00
			PRE EMPLOYMENT TESTING	140.00
			CONSORTIUM RANDOM POOL	175.00
		VALIDITY SCREENING SOLUTIONS	PRE EMPLOYMENT TESTING	<u>46.00</u>
			TOTAL:	436.00
Overhead	General Fund	LOCKTON COMPANIES LLC	NOTARY BOND- L. MCDONALD	<u>40.00</u>
			TOTAL:	40.00
Police	General Fund	MO POLICE CHIEFS ASSC	MEMBERSHIP RENEW 11/2022-O	100.00
		MID-STATES ORGANIZED CRIME INFO CENTER	MOCIC 2022 MEMBERSHIP FEES	150.00
		SIRCHIE	EVIDENCE COLLECTION	27.18
		LEON UNIFORM CO INC	BDY ARMOR, POUCHES, TASER HOL	5,544.00
			UNIFORM- H STARNES	141.90
			NAMEPLATE- SEARS	15.50
			NAMEPLATE- EDGAR	15.50
			NAMEPLATE- HENDRICKS	15.50
		MOTOROLA SOLUTIONS INC	MOBILE/PORTABLE RADIOS	100,139.00
			MOBILE/PORTABLE RADIOS	1,016.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTL ASSOC FOR PROPERTY & EVIDENCE INC	2022 IAPE MEMBERSHIP- G. K	65.00
		ULINE	EVIDENCE SUPPLIES	161.94
		HEDRICK MOTIV WERKS LLC	WATER PUMP & GASKET RPR- P	900.25
			OIL CHANGE- PD 18	65.00
		ALPHAGRAPHS OF OSAGE BEACH	BUSINESS CARDS- K. VERNON	39.50
		MO PEACE OFFICERS ASSOC	2022 MEMBERSHIP DUES- OFFI	600.00
		STAPLES BUSINESS ADVANTAGE	PAPER	110.44
			BATTERIES & LAMINATING POU	85.02
			ID CARDS, PENS, PLANNER	55.34
		ARROWHEAD SCIENTIFIC INC	EVIDENCE SUPPLIES	92.64
			EVIDENCE SUPPLIES	471.13
		ONE TIME VENDOR HIGHSTYLIN DETAILING &	DETAIL WORK- PD 24	150.00
			TOTAL:	109,960.84
911 Center	General Fund	APCO INTERNATIONAL INC	2022 APCO MEMBERSHIP DUES	345.00
		MOTOROLA SOLUTIONS INC	BASE CONSOLE RADIOS	114,580.36
			BASE CONSOLE RADIOS	1,162.00
		NELSON SYSTEMS INC	NELSON SYSTEMS SUPPORT	5,733.85
			AIS MOTOROLA 925 UPGRADE	14,492.50
			TOTAL:	136,313.71
Planning	General Fund	LAKE SUN LEADER 81525 & 1586450	NPH- SPECIAL USE CASE #412	45.00
			TOTAL:	45.00
Engineering	General Fund	ALPHAGRAPHS OF OSAGE BEACH	BUSINESS CARDS- L. DUNHAM	39.50
		CINTAS CORPORATION	ENG DEPT UNIFORM RENTAL	2.25
			TOTAL:	41.75
Information Technology	General Fund	CIVIC PLUS	ANNUAL FEE 12/2021-11/2022	6,703.20
		AMAZON CAPITAL SERVICES INC	DOCKING STATION- NEW POSIT	220.11
		NEOGOV	E-FORM SUBSCPTN 1/2022-12/	7,067.09
		FORWARD SLASH TECHNOLOGY LLC	JAN MANAGED SERVICES	5,477.55
			TOTAL:	19,467.95
Emergency Management	General Fund	AB PEST CONTROL INC	PEST CONTROL- STORM SIRENS	270.00
			TOTAL:	270.00
Transportation	Transportation	CAPITAL MATERIALS LLC	GRAVEL- SHOP	1,072.39
			2" CLEAN- SHOP	1,000.89
		SCHEPPERS INTERNATIONAL TRUCK CENTER I	OIL PAN- TRK 66	702.00
		KNAPHEIDE TRUCK INC	TANK FLTR- TRKS 62,53,54,5	90.00
		NU WAY CONCRETE FORMS CENTRAL INC	SAFETY HARNESS- BUCKET TRK	165.00
			STAND & HAND PMPS- OIL DRU	408.25
		O'REILLY AUTOMOTIVE STORES INC	GREASE,BEAM LGHT,PENETRATE	303.64
			NATIONAL BALL BEARING- TRK	20.62
			RTV SILICONE GASKET- TRK 6	10.99
			CABLE TIES- TRK 66	18.98
			COOLANT HOSE- TRK 66	9.29
			ANTIFREEZE- TRK 66	37.98
			COUPLING & HOSE- TRK 66	111.89
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, CREAM, SUGAR	60.82
		MAGRUDER LIMESTONE CO INC	1" MINUS & CLEAN- SHOP	559.20
			1" MINUS & 2" CLEAN- SHOP	1,655.61
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	134.38
			TRANS DEPT FLOOR MATS	8.19
			TRANS DEPT UNIFORMS	134.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TRANS DEPT FLOOR MATS	8.19
		MEYER ELECTRIC CO INC	SET POLE ACROSS FROM SCOOT	5,931.92
			LIGHT POLE REPAIR- CITY HA	5,621.91
			REPLACE WALMART GREEN LED	411.24
		AMAZON CAPITAL SERVICES INC	SOLAR FLAG POLE	9.33
		COCHRAN	EAST OB PKWY TAP SC21-1212	2,746.35
			INDUSTRIAL DR PRJCT SC21-1	4,819.35
			PKWY SIDEWALK SC21-1313	1,400.00
		IBERIA TIRE & AUTO INC	BATTERIES- CRAFTCO & TRAILER	230.90
		WALLIS LUBRICANT LLC	DIESEL EXHAUST FLUID- ALL	172.95
			TOTAL:	27,856.64
Water	Water Fund	MO ONE CALL SYSTEM INC	LOCATES	130.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, CREAM, SUGAR	60.81
		CORE & MAIN LP	PARTS FOR WATER INVENTORY	865.98
			1" COUPLER	291.12
			PARTS FOR REPAIR-RAPID ROB	295.76
			PARTS FOR REPAIR- AZALEA	706.58
			PARTS FOR REPAIR- AZALEA	471.28
		ALPHAGRAPHICS OF OSAGE BEACH	BUSINESS CARDS- Z. WILBER	39.50
		CINTAS CORPORATION	WATER DEPT UNIFORMS	90.91
			WATER DEPT FLOOR MATS	8.18
			WATER DEPT UNIFORMS	90.91
			WATER DEPT FLOOR MATS	8.18
		AMAZON CAPITAL SERVICES INC	SOLAR FLAG POLE	9.33
			TOTAL:	3,068.54
Sewer	Sewer Fund	ELECTRIC CONTROLS COMPANY INC DBA ECC	SVC CALL- SCADA WIN911	399.75
		GRAINGER INC	ELECTRICAL ENCLOSURE	176.31
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, CREAM, SUGAR	60.82
		DAM STEEL SUPPLY	TREAD PLATE & PLASMA	564.69
		CORE & MAIN LP	PARTS FOR REPAIR-306 SEABR	426.07
		BIG O TIRES AND SERVICE CENTERS	TIRES, MOUNT & BALANCE- TR	815.24
			TIRES- EXPLORER 74	815.24
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	76.85
			SEWER DEPT FLOOR MATS	8.18
			SEWER DEPT UNIFORMS	57.59
			SEWER DEPT FLOOR MATS	8.18
		AMAZON CAPITAL SERVICES INC	WORKBOOTS-B. LIEDEL	111.49
			DRY ERASE WHITE BOARDS	66.99
			SOLAR FLAG POLE	9.33
			TOTAL:	3,596.73
Ambulance	Ambulance Fund	AIRGAS INC	OXYGEN	198.61
		MO AMBULANCE ASSOC	2022 MO AMB MEMBERSHIP DUE	500.00
		STRYKER SALES CORP	ANN MAINT AGRMNT 1/16-12/2	355.76
		MOTOROLA SOLUTIONS INC	MOBILE/PORTABLE RADIOS	22,016.00
			MOBILE/PORTABLE RADIOS	223.00
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	511.90
		LAKE REGIONAL PHARMACY	MEDICAL SUPPLIES- AMB	9.46
		IMAGE TREND INC	2022 REPORTING SOFTWARE	5,650.00
			TOTAL:	29,464.73
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	LCF JET FUEL	20,537.54
		MO DEPT NATURAL RESOURCES/ENVIR QUALIT	LCF OPERATION PERMIT	200.00
		CINTAS CORPORATION	LCF UNIFORM RENTAL	11.78

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		S & W PROPANE INC	450 GAL PROPANE	1,080.00
		O'REILLY AUTOMOTIVE STORES INC	TRACTOR FLUID- BIG TRACTOR	<u>56.99</u>
			TOTAL:	21,886.31
Grand Glaize Airport	Grand Glaize Airpo	CINTAS CORPORATION	GG UNIFORM RENTAL	<u>3.90</u>
			TOTAL:	3.90

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

10	General Fund	304,305.01
20	Transportation	27,856.64
30	Water Fund	3,068.54
35	Sewer Fund	3,596.73
40	Ambulance Fund	29,464.73
45	Lee C. Fine Airport Fund	21,886.31
47	Grand Glaize Airport Fund	3.90

GRAND TOTAL:		390,181.86

TOTAL PAGES: 4

City of Osage Beach

Agenda Item Summary

Date of Meeting: January 20, 2022
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 22-01 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a Software as a Service (SaaS) agreement with Tyler Technologies for an amount not to exceed \$57,089 annually for the first three years under this new agreement.
Second Reading.

Requested Action:

Second Reading of Bill #22-01

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - We need to get this upgrade on Tyler Tech's schedule as soon as possible to take advantage of refunds tied to our current agreement.

Budgeted Item:

Yes

Budget Line Information (if applicable):

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

FY2022 Budgeted Amount:	\$228,500
FY2022 Expenditures to Date (01/01/2022):	(\$ 0.00)
FY2022 Available:	\$228,500
 FY2022 Requested Amount:	 \$57,089

Department Comments and Recommendation:

This upgrade was briefly discussed during the budget workshops. It is the first of three Incode upgrades budgeted for 2022. The City currently uses a Tyler Technology product called Incode version 9 as our financial software platform. This product lives on a City-owned server on premise. The server it lives on is at end of life. It's replacement

cost is 10 to 15k with a 3k annual maintenance and support cost. The City has used this product since 2007 and it is the backbone of our budgeting and financial processes.

The attached SaaS agreement will allow us to move our current version (9) of Incode to the cloud. This move will provide several advantages for our staff. It lowers maintenance cost by taking one of our servers out of service, it provides easier remote access for our staff, it provides increased security, it includes an employee portal, provides for easier scalability, and disaster recovery.

The City uses several Tyler Technology products and services throughout multiple departments. Some of them are not affected by this upgrade. The ones that are, cost the City \$40,360 in 2021. The \$40,360 will be replaced by \$57,089 in 2022 due to this upgrade. This new cost will be locked in for the first three years and after that they have up to a 5% annual increase attached to their cost. These costs are already built into the budget for 2022 approved in December. 10-19-733610 Maintenance and Support Services.

These charges are billed to us annually. We are currently paid through August of 2022 for our current premise-based setup. We will be refunded for some of the old costs when we upgrade and the amount refunded will depend on when the upgrade takes place. We will not be able to lock in our upgrade schedule until after the agreement is signed, but we are tentatively looking at doing this upgrade in the late spring.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 22-01 is in correct form.

City Administrator Comments:

The first reading was read and approved by the Board of Aldermen at the January 6, 2022 meeting.

Tyler Technologies is one of our main enterprise platforms and this upgrade, as stated above, has many operational advantages, one of which includes software tools that will enhance the budget process, reporting, and management. I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN A SOFTWARE AS A SERVICE (SaaS) AGREEMENT WITH TYLER TECHNOLOGIES FOR AN AMOUNT NOT TO EXCEED \$57,089.00 ANNUALLY FOR THE FIRST THREE YEARS UNDER THIS NEW AGREEMENT.

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 of the City of Osage Beach hereby authorizes the Mayor to execute a contract with Tyler Technologies for Software as a Service (SaaS) agreement and in a form substantially similar in terms and content attached to this ordinance as Exhibit "A."

Section 2. Total expenditures or liability authorized under the contract shall not exceed Fifty Seven Thousand and Eighty-Nine Dollars (\$57,089.00) annually for the first three years.

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: January 6, 2022

READ SECOND TIME:

I hereby certify that the above Ordinance No. 22.01 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. 22.01.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler’s proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of Osage Beach, Missouri.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project

deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services

in Exhibit A, commencing on the first day of the first month following the date Tyler makes the SaaS environment available to you, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

- 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

- 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. 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 or in any appeal therefrom within the courts of the State of Missouri or the United States Federal District Court for the Western District of Missouri. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment

concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will make a good faith effort to notify us and otherwise perform the functions required by applicable law. We acknowledge and agree that the Client retains the discretion to manage open records requests under applicable open records laws and that no liability shall attach for any disclosure which the Client determines is reasonable and proper under such applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve

the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Osage Beach, Missouri

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
Attention: Mike Welty



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Quote
Expiration: Quote
Name:

Exhibit A
Lori Dudley
11/3/21
Incode SaaS Flip

Sales Quotation For:

City of Osage Beach
1000 City Pkwy
Osage Beach MO 65065-3058
Mike Welty
mwelty@osagebeach.org
+1 (573) 302-2000,,297

Tyler Annual Software - SaaS

Description	List Price	Discount	Annual
Incode			
Incode Financial Management Suite			
Core Financials	\$ 7,427	\$ 0	\$ 7,427
Fixed Assets	\$ 841	\$ 0	\$ 841
Positive Pay	\$ 1,111	\$ 0	\$ 1,111
Human Resources Base Package	\$ 6,172	\$ 0	\$ 6,172
Payroll	\$ 5,036	\$ 0	\$ 5,036
System Software Non SQL	\$ 7,367	\$ 0	\$ 7,367
Incode Customer Relationship Management Suite			
Utility CIS System-Water/Gas	\$ 5,879	\$ 0	\$ 5,879
Tyler Output Processor	\$ 1,191	\$ 0	\$ 1,191
Additional Utility Meter-Reader Interface	\$ 1,344	\$ 0	\$ 1,344
Central Cash Collection	\$ 3,022	\$ 0	\$ 3,022

Forms Overlay		\$ 1,060	\$ 0	\$ 1,060
Accounts Receivable		\$ 1,513	\$ 0	\$ 1,513
Secure Signatures -Unlimited Signatures		\$ 707	\$ 0	\$ 707
Incode 9 Call Center		\$ 2,688	\$ 0	\$ 2,688
Incode 9 Business License		\$ 1,344	\$ 0	\$ 1,344
Incode 9 Building Projects		\$ 2,014	\$ 0	\$ 2,014
Custom Development - Sewer Calculations		\$ 1,647	\$ 0	\$ 1,647
Incode Court Suite				
Criminal Court Case Management		\$ 3,528	\$ 0	\$ 3,528
Court/Police Interface		\$ 3,198	\$ 0	\$ 3,198

TOTAL:		\$ 57,089	\$ 0	\$ 57,089
Term # of Years:	3			

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 57,089
Total Tyler Services		
Summary Total		\$ 57,089
Contract Total	\$ 57,089	

Comments

- Some services may be delivered remotely via web-based training.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Core Financials includes general ledger, budget prep, bank recon, accounts payable.

Human Resources Base Package includes FMLA leave tracking, benefits administration, position control/budgeting, applicant tracking.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.

o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.

o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here:

<https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____



Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. Other Tyler Software and Services.
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B

Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned



Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Cloud Advantages



Predictable Costs

- Reduce variable expenses
- Unburden I.T. resources



Reliability

- Access to Incode and your data when you need it
- 24-hour hosting support



Security

- Data is secure in our certified data centers

© Tyler Technologies 2020



Cloud Advantages



Scalability

- System capacity easily scaled accommodating growth



Data Ownership

- You own your data
- Copies available upon request



Disaster Recovery

- Nightly data backups
- Guaranteed 24-hour recover and restore as a standard feature

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City of Osage Beach

Agenda Item Summary

Date of Meeting: January 20, 2022
Originator: Mike Welty, Assistant City Administrator
Presenter: Mike Welty, Assistant City Administrator

Agenda Item:

Bill 22-03 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a new 12-month agreement for the City's Voice over IP (VoIP) phone system for an amount not to exceed \$27,120. *First Reading*

Requested Action:

First Reading of Bill #22.03

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - We would like to get this contract in place before the end of February for a April 1st start date.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10-13-743102 Telephone Service

FY2022 Budgeted Amount: \$43,500

FY2022 Expenditures to Date (01/10/22): (\$ 0.00)

FY2022 Available: \$43,500

FY2022 Requested Amount: \$27,120

Department Comments and Recommendation:

This is a 12-month contract for the City to continue to use our existing Mitel VoIP phone system with no changes to our service. In 2017, we moved away from the old analog phone system that we had and changed to the VoIP system that we have now. After working through some initial bugs, the system has worked well for us.

One of the things that Forward Slash, our IT managed service partner, does at the end

of each year is review our phone and internet bills in an effort to make sure that we are getting the best deals possible for the City. When Mikeal and I met with them in December, as we do every year, they brought it to our attention that there may be some new technologies and services in the VoIP industry that we may want to look at that could provide a better product and even more cost savings. Our renewal date for this service is April 1st and we did not feel that date gave us enough time to act on the information that they provided in 2022. So what I did was reach out to Mitel and change our contract from 4 years down to one year. Cutting this contract down to just one year will allow us to work with Forward Slash to see if there truly is a better, more cost-effective product available. If there is, then we will bring that information to the board workshops to explain it in more detail and, if not, then I can always go back to Mitel next year and renew again for a longer period of time.

All that said, I was able to get Mitel to reduce our monthly cost some on this one-year renewal.

Currently, we pay 2,116.80 per month + taxes and surcharges, approximately \$29,600 annually. With this new one-year contract we will pay \$1,909.85+ taxes and surcharges, an estimated average of \$350.00 per month. Approval for a not-to-exceed \$27,120 is being requested.

I recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 22-03 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN A NEW 12-MONTH AGREEMENT FOR THE CITY'S VOICE OVER IP (VoIP) PHONE SYSTEM FOR AN AMOUNT NOT TO EXCEED \$27,120.00

BE IT ORDAINT 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 hereby authorizes the Mayor to sign a contract a 12-month contract for the City to continue to use our existing Mitel VoIP phone system with no changes to our service under substantially the same terms and conditions as set out in the attached contract ("Exhibit A").

Section 2. Total expenditures or liability authorized under the contract shall not exceed Twenty Seven Thousand One Hundred Twenty Dollars (\$27,120.00).

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 22.03 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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. 22.03.

Date

John Olivarri, Mayor

ATTEST:

Tara Berreth, City Clerk



Wednesday, January 12, 2022

John Olivarri
Osage Beach, Missouri
1000 City Pkwy
Osage Beach MO 65065-3058

Dear John Olivarri,

Thank you for choosing to extend your relationship with Mitel Cloud Services, Inc. ("Mitel"). We value your continued business.

Mitel would like to offer you the opportunity to extend your existing Service Term for an additional 12 Months ("Renewal Notice") from the New Contract Start Date, provided we receive this executed Renewal Notice from you by no later than forty-five (45) days prior to the New Contract Start Date. To simplify tracking, we have agreed to make all your Services (original proposal, order and add-on orders) as well as current locations coterminous, beginning on the New Contract Start Date stated below. The New Monthly Recurring Charge shall take effect on the New Contract Start Date. There will be no credits issued for prior invoices.

New Term

New Contract Start Date	4/1/2022
New Contract Term (months)	12 Months
New Monthly Recurring Charges*	\$1,909.85
Number of Contracted Profiles	93

**Please see Appendix A for an itemized listing of all line item pricing. New Pricing does not include taxes, fees or surcharges.*

1. This Renewal Notice is confidential information.
2. This Renewal Notice offer is valid for thirty (30) days.
3. This Renewal Notice is not binding without a Mitel authorized signature.
4. Customer may increase Services unlimitedly during the Service Term at the Service Monthly Commitment prices agreed herein. A one-time implementation fee of \$50.00 will be assessed per profile added.
5. Customer is liable for any and all applicable taxes and surcharges.
6. Travel expenses related to professional services purchased by Customer, if any, are not included in this Renewal Notice.
7. Calls outside contiguous United States, premium-rate telephone numbers (e.g. Directory assistance calls, 900 numbers, etc.) and toll free inbound calls are billed on a usage basis.
8. Unless otherwise specified, Customer receives only standard features.
9. Profile cancellations are effective at the end of the currently billed period and may remain active until then upon request from client. Once notice of cancellation is received, billing will be discontinued effective the last day of the current billed period. Credits will not be given for previously billed periods.
10. This Renewal Notice is subject to the terms and conditions of the Renewal Notice and the Mitel Terms of Service found at <https://www.mitel.com/legal/mitel-cloud-services-terms-and-conditions> and incorporated herein by reference. This Renewal Notice and the Mitel Terms of Service supersede and replace any previous proposals, Order Forms and agreements between the parties for the Services stated herein. In the event of a conflict or inconsistency between the provisions of this Renewal Notice and those of any previous proposals or agreements the provisions of this Renewal Notice shall prevail.
11. This Renewal Notice 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 this Renewal Notice by one party communicated to the other by electronic transmission, such as PDF, email or facsimile, will constitute execution of this Renewal Notice.

Should you have any questions, feel free to contact the undersigned at your convenience.

Acknowledged and agreed:

Sergio Presas
Mitel Cloud Services, Inc.
1/12/2022

John Olivarri
Osage Beach, Missouri
Date:

Appendix A

Account Name	Osage Beach, Missouri
New Contract Start Date	4/1/2022
New Contract Term (months)	12 Months
New Monthly Recurring Charges*	\$1,909.85
Number of Contracted Profiles	93

**New Pricing does not include taxes, fees or surcharges.*

Locations	Item Description	Qty	Renewal Extended Price	Renewal Unit Price
All Locations	MiCloud Connect Essentials	51	\$917.49	\$17.99
	MiCloud Connect Elite	31	\$852.50	\$27.50
	MiCloud Connect Voicemail Only	14	\$139.86	\$9.99
	MiCloud Connect MIR Always-On	2	\$0.00	\$0.00
Total		98	\$1,909.85	

City of Osage Beach

Agenda Item Summary

Date of Meeting: January 20, 2022
Originator: Ron White, Building Official
Presenter: Ron White, Building Official

Agenda Item:

Motion to approve the purchase of one (1) 2022 Ford F150, Super Cab, 4x4 at a cost not to exceed \$27,707.00 from Joe Machens Ford Lincoln off of the State of Missouri Contract #CC220107002.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - A purchase commitment (PO) is required to secure this vehicle. Otherwise, Ford has delayed further orders until mid-Fall, 2022.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10-08-774265 Operating Capital (Vehicle)

FY2022 Budgeted Amount: \$ 28,000.00

FY2022 Expenditures to Date (MM/DD/YY): (\$ 0)

FY2022 Available: \$ 28,000.00

FY2022 Requested Amount: \$ 27,707.00

Department Comments and Recommendation:

This is a request to purchase one (1) 2022 Ford F150, Super Cab, 4x4 at a price not to exceed \$27,707.00 from Joe Machens Ford Lincoln off of the State of Missouri Contract #CC220107002. This vehicle will replace one of the current Building Department fleet vehicles (Ford Explorer). During our original budget hearings, I proposed the purchase of a replacement Ford Explorer. However, since that time, I have discussed this purchase with staff and concluded that, with consideration to our varying departmental

needs, current vehicle purchase prices, and future resale values, it is in our overall best interest to purchase the F150 in lieu of a Ford Explorer.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

December 16, 2021

State Contract # CC220107002

City of Osage Beach

Subject: Joe Machens Proposal on a **2022 Ford F150, Super Cab, 4x4 (small 4 door)**

To: Whom it May Concern;

As per the requested quote on a 2022 Ford F150, Joe Machens Ford proposes the following. The Ford F150 includes the factory standard options. This proposed unit also has the standard options from the state contract and others as noted below.

Line #91 Price – Dealer Code – Option, Included Equipment

\$26,247 – X1E – 2022 Ford F150 Super Cab 4x4 XL Trim (X1E)

3.3 Liter, Ti-VCT V6 cylinder engine (99B)	Manual Windows, Locks, Mirrors
145" Wheelbase (145)	Cupholder
Automatic Transmission	Dome Light
Short Bed - 6' 5" (145)	Grab Handles
4-Wheel ABS, Brakes	Outside Temperature Display
Power Steering	12V Power Point
P265/70R17 A/T Tires + full spare	Tire Pressure Monitor
Mfr. Std. Heating and Air Conditioning	Hill Start Assist & Roll Stability Control
Frontal and Side Impact Air Bags	Rear Camera, Bluetooth
Painted Grey Bumper	Speed Control and Tilt Wheel (50S)
AM/FM Radio	Vinyl Floor Covering
Two (2) Sets of Keys	Cloth 40/20/40 Bench Seat (CS)
Mfr Std GVWR	Rear Bench Seat

Optional equipment (Price – Dealer Code – Option) (Included in 'Total' below):

\$1,170 – 98 / 85A – Power Equipment Group (pwr windows/locks/mirrors/fobs)(**Super Cab only**)

\$0 – YZ – Exterior Color: Oxford White

\$290 – 97 / WS – Cloth Front Bucket Seats (w/ Center Console)

\$0 – 417 / CPU – Customer pick up...or...**\$150** – **Delivery / Fees per**

Total

\$27,707 per (2022 Ford F150, Super Cab, 4x4) (small 4 door) (Good until 12/17/21)

Other Options to consider (Add to Price above if desired):

\$4,590 – 101 / W1E / 157 – Crew Cab w/ 6.5' Long Bed (157" wheelbase) in lieu of Super Cab

(-\$200) – 104 / 145 – 5.5' Short Bed in lieu of 6.5' Long Bed (Crew Cab)

\$0 – 98 / 85A – Power Equipment Group (power windows, locks, mirrors, fobs) (**Std on Crew**)

\$1,990 – 105A / 995 – 5.0L V8 Engine (FFV) in lieu of std 3.3L V6

\$6,790 – 416 / 99D / 44H – 3.5L PowerBoost Hybrid V6 Engine (non-FFV) in lieu of 3.3L V6

\$2,590 – 105B / 998 – 3.5L V6 EcoBoost Engine (non-FFV) in lieu of std 3.3L V6

\$1,190 – 106 / 99P – 2.7L V6 EcoBoost Engine (non-FFV) in lieu of std 3.3L V6

\$300 – 416 / 18B – Running Boards (Factory)

\$420 – 103 / 163 – Long Bed (Super Cab only) (N/A w/ std engine)

\$290 – 100 / T7C – LT Tires (LT265/70R17C BSW A/T) in lieu of (265/70R17 OWL A/T) tires

\$450 – 416 / 655 – Ext Range Fuel Tank

\$360 – Line 416 / PTS – All Weather Floor Mats

\$0 – CS – Interior: Cloth Front 40 / 20 / 40 Bench Seat, Cloth Rear bench

\$0 – 416 / AS – Interior: Vinyl Front 40 / 20 / 40 Bench Seat, Vinyl Rear in lieu of Cloth

\$400 – 416 / 91P – 8-way Power Driver Seat

...continued on following pages...



- \$650** – 416 / LNX – Spray in Bedliner
- \$690** – 416 / 63T – Tailgate Step (reqs. Fog Lamps and XL Power Equipment Group)
- \$390** – 94 / 524 – Bluetooth (SYNC 4)
- \$320** – 416 / 924 / 57Q – Privacy Glass on Rear 3 windows, incl. Rear Defroster
- \$160** – 416 / 413 – Skid Plates (4x4 only)
- \$150** – 99A / 595 – Fog Lights
- \$350** – 93 / PTS – Extra Key w/ Fob
- \$490** – 416 / PTS – Remote Start
- \$270** – 416 / 67T – Trailer Brake Controller (Must add 108B, Tow Hitch / Wiring)
- \$270** – 416 / 76R – Reverse Sensing (req. Tow Pkg 108A, B or C)
- \$770** – 99B / 595 / 86A – Fog Lights w/ Chrome Bumpers and Aluminum Wheels
- \$570** – 92 / XL6 – Limited Slip Axle
- \$970** – 108A / 53A / 67T – Trailer Tow Pkg to incl...(higher pulling capability)...
 - Class IV trailer hitch receiver • 4-pin/7-pin wiring harness • Trailer Brake Controller
- \$590** – 108B / 53B – Trailer Tow Pkg to incl...(lower pulling capability)...
 - Class IV trailer hitch receiver • 4-pin/7-pin wiring harness
- \$1,470** – 108C / 53A / 67T / LNX – Trailer Tow Pkg to incl...(higher pulling capability)...
 - Class IV trailer hitch receiver • 4/7-pin wiring harness • Trailer Brake Controller
 - Spray in Bedliner
- \$1,790** – 416 / 96J – Ford Retractable Tonneau Cover
- \$2,690** – 416 / 101A / 19S – 101A & STX Appearance Pkg, to incl...• Reverse Sensing (76R)
 - 18" six-spoke machined aluminum w/ gloss black painted • 275/65R18 BSW A/T tires
 - Body-color front and rear bumpers • Electronic Rear-window defroster • Grille – Black honeycomb with body-color surround • Privacy Glass • SiriusXM
 - Unique Black Sport Cloth 40/20/40 seats (Must add Power Windows, n/a w/ power seat)
- \$0** – GB – Interior: Black Front 40 / 20 / 40 Bench Seat, Cloth Rear Bench (STX only)
- \$2,890** – 95 / 43A / 101A / 54R / 57Q / 924 – Blind Spot Warning Feature (BLIS), to incl...
 - Ford Co-Pilot 360 2.0 • XL Power Equipment Group • Reverse Sensing
 - Rear Defroster • Privacy Glass • Pre-Collision Assist • Lane Keeping System
- \$4,890** – 96 / 995 / 163 / 53A / 54Y / 57Q / 59S / 85A / 924 – Trailer Tow Mirrors, to incl...
 - 5.0L V8 • Long Bed • Trailer Tow Pkg (A) w/ Trailer Brake Controller
 - Rear Defroster • Privacy Glass • XL Power Equipment Group
- \$990** – 416 / 472 – Pro Power Onboard – 2KW, to incl...
 - 1 in-cabin outlet and 2 cargo bed-mounted outlets (120-volt/20-amp)
 - NA w/3.3L V6, 3.0L Diesel, CNG/Propane Gaseous Prep Pack, Super Cab Long Bed,
 - Req. Power Equipment Group
- \$290** – 416 / 471 – Onboard 400W Outlet (with 40/20/40 seats, there is one outlet (replaces two USB charge only ports); 2nd outlet req's Center Console. (NA w/ 8' Bed); (Reqs. Trailer Tow Pkg (108A), Reverse Sensing (76R), Power Equipment Group)
- \$750** – 416 / 477 – Pro Power Onboard – 7.2KW, to incl...
 - 1 In-cabin outlet and 2 cargo bed-mounted outlets (120-volt / 20-amp)
 - 1 cargo bed-mounted outlet (240-volt / 30-amp)
 - (reqs. Crew Cab & 3.5L PowerBoost Full Hybrid V6 Engine (99D))

Joe Machens Ford appreciates your business, and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells, Fleet Manager, Joe Machens Ford, 573-777-1089, ksells@machens.com



City of Osage Beach

Agenda Item Summary

Date of Meeting: January 20, 2022
Originator: Mike Welty, Assistant City Administrator
Presenter: Nicole Stacey, Parks & Recreation Manager

Agenda Item:

Motion to approve the purchase of a new Chevrolet Silverado 1500 Crew Cab 4WD from Don Brown Chevrolet off the State of Missouri contract #CC220107001, for an amount not to exceed \$29,182.00.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

Yes - Ordering now allows us to get on Don Browns waiting list due to the number of back orders they have.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10-10-7747265 Vehicles

FY2022 Budgeted Amount: \$30,000

FY2022 Expenditures to Date (01/10/22): (\$ 0.00)

FY2022 Available: \$30,000

FY2022 Requested Amount: \$29,182

Department Comments and Recommendation:

This is a budgeted purchase of a new truck for the Park Department, replacing the Parks dump truck. This is a cooperative bid purchase. We are using the state bid contract #CC220107001 with Don Brown Chevrolet for this purchase. They are the only dealership that honors the state bid where we were able to find what we wanted.

The quote for this truck is attached. If we receive approval to order this truck today,

delivery would likely be in the fall. Because of supply chain issues, there is always a chance that this order may not go through. If our purchase is not honored, we would have to come back to the board with other options at a later date.

I recommend approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.



Contract Number: CC220107001

Contractor: Don Brown Chevrolet

Primary Award

LINE ITEM 161 – Half (1/2) Ton Truck; 4x4; Extended Cab; Regular Fuel

UNSPSC Code: 25101507

Order Bank Closed

MAKE/MODEL: Chevrolet Silverado 1500 Double Cab 4WD

PRICE: \$23,967.00

THIS VEHICLE REQUIRES APPROVAL FROM THE STATE FLEET MANAGER

EQUIPMENT INCLUDED IN PRICE

2.7 Liter, 4 cylinder engine	147.45" Wheelbase
231.5" Overall Length	Automatic 6 Speed Transmission
Manufacturer's Standard Rear Axle Ratio	7000 lbs GVWR
Standard Bed; 79.44"	Regular Cab
2,185 lb Payload	4-Wheel Anti-Lock Brakes
Manufacturer's Standard All Season Tires, full spare, tools & jack	Power Steering
Manufacturer's Standard Heating and Air Conditioning	Manufacturer's Standard Air Bags
Painted Rear Bumper	Manufacturer's Standard AM/FM Radio
Cloth Bench Type (40/20/40) Seat	Two (2) Sets of Keys
Speed Control and Tilt Wheel	Vinyl Floor Covering
8.08" Ground Clearance	FFV (E-85) Fuel Identifier
Manual windows & locks	Grab Handles
12 Volt Powerpoint	Dome Light
Auto Lamps	Rear Camera

Available Exterior Colors: *white* Satin Steel, Northsky Blue, Silver, White, Black, Shadow Grey, Oxford Brown

Available Interior Colors: Jet Black

Manufacturer's Estimate Fuel Mileage:	City –19 (gas)	Fuel Tank Size: 24 gallon
	Highway –22 (gas)	
	Combined –20 (gas)	

AVAILABLE OPTIONS

Line Item 162 – Axle, Rear: Limited Slip **\$363.00**

Line Item 163 – 3rd Set of Keys **\$44.00**

Line Item 165 – Blind Spot Warning Feature **\$1,696.00** (includes item #168)
(Chrome Bumpers, Power Mirrors, Keyless Entry, Power Window, Power Locks,
Front & Rear Park Assist, Lane Change & Cross Traffic Alert, EZ Lift Tailgate,
Power Lock and Release Tailgate)

Line Item 166 – Trailer Tow Mirrors **\$1,793.00 include line item 168**

Line Item 168 – Power Windows, Power Door Locks, **\$498.00**
Power Exterior Mirrors & Remote Keyless Entry
With Two (2) Transmitters

***Part of Option Package: Power Windows, Power Locks, Lift Assist Tailgate, Remote Keyless

Entry

Line Item 169 – Fog Lights **\$452.00**



<u>Line Item 170</u> – Off Road Tires	<u>\$198.00</u>
<u>Line Item 171</u> – Crew Cab (156.95" wheelbase and 241.21 Overall Length)	<u>\$2,491.00</u>
<u>Line Item 174</u> – Short Bed (crew cab only) (Length 241.2, 147.43" wheelbase)	<u>\$2,234.00</u>
<u>Line Item 175</u> – Engine: Larger Size (5.3 liter, non e-85) (\$3,187 for e-85)	<u>\$3,087.00</u>
<u>Line Item 178</u> – Towing Package: Manufacturer's Standard (includes receiver hitch, 7 pin connector)	<u>\$389.00</u>
<u>Line Item 179</u> – Special Service (Police, etc.) Package Upgrade (Includes 168, 171, & 175)	<u>\$6,573.00</u>

DELIVERY: 210 days ARO – Subject to Delays

WARRANTY: 3 year (36,000 miles) bumper to bumper; 5 year (100,000 miles) on the power train.

Total
\$29,182.00

City of Osage Beach
Agenda Item Summary

Date of Meeting: January 20, 2022
Originator: Kevin Crooks, Public Works Operations Manager
Presenter: Kevin Crooks, Public Works Operations Manager

Agenda Item:

Motion to approve the purchase of an Odor Control Digester From McIntire Management Group for Sands Lift Station on Basin Road for an amount not to exceed \$145,000.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

No.

Budgeted Item:

Yes.

Budget Line Information (if applicable):

Budget Line Item/Title: 35-00-773114 Lift Station Improvements

FY2022 Budgeted Amount: \$645,000

FY2022 Expenditures to Date (01/10/22): (\$ 0.00)

FY2022 Available: \$645,000

FY2022 Requested Amount: \$145,000

Department Comments and Recommendation:

In the ongoing goal to move away from expensive and ineffective chemical-based odor control, the purchase of this digester will neutralize the longtime problematic sewer odors in the surrounding areas of Passover, and Andy's Custard on Osage Beach Pkwy with oxygenation and disinfecting ozone gas generated by specialized lamps. This system has a very low operating cost and a payback of 4-5 years. We are currently paying \$1,000/ month for equipment rental at Sands LS and \$4.75/ gallon for Alkagen. I recommend approval. \$140,076 plus install.

City Attorney Comments:

Not Applicable

City Administrator Comments:

This is considered a complex, specialized product and service and considered a sole source purchase. Based on the evaluation of the department, I concur with the department's recommendation.

**MCINTIRE MANAGEMENT GROUP**

Representing only the Best
120 E. 15th Ave
N. Kansas City, MO 64116
PH) 816-746-6669
FX) 816-746-8264

Quote

Date	Estimate #
12/17/2021	2298

Name / Address
Osage Beach MO Sands LS Odor Control

Description	Qty	Cost	Total
10 HP LITTLE JOHN DIGESTER UNIT WITH OZONE PREWIRED 460V THREE PHASE SOFT START MOTOR WITH LOCK OUT SWITCH 230V COOLING FAN 35FT OF 2" INDUSTRIAL GRADE HOSE WITH SS CAM LOCK FITTINGS #3 HEAVY DUTY LOCKABLE ALUMINUM ENCLOSURE INCLUDES 18 OZONE TUBES EASILY ACCESSIBLE AIR FILTER ASSEMBLY EMERGENCY SHUT OFF FLOAT AIR SPLITTER AND ASSEMBLY INCLUDE A 35' SECTION OF 2" EXTREME TEMPERATURE HOSE WITH SS CAM LOCK FITTINGS AND A 5' SECTION OF 2" HOSE WITH SS CAM LOCK FITTINGS CONNECTING BLOWER TO SPLITTER 10 HP ADDITIONAL LITTLE JOHN DIGESTER BODY ONLY	2	52,013.00	104,026.00
Ozone Fogging System Advanced Odor Control System .5 Hp Blower prewired 230v single phase Soft start Motor with Controls 230v cooling fan Complete 18 tube high output UV Ozone Tank w/lamps #2 Heavy Duty Lockable Aluminum Enclosure 20' 1" Dia air feed hose with camlock fittings	1	36,050.00	36,050.00
Prices are FOB Osage Beach MO 6-8wks ARO lead time.			

QUOTE GOOD FOR 60 DAYS!

Total**\$140,076.00**



"Solving the World's Water Problems"

Sole Source Acknowledgement

***For
Missouri
May 31, 2021***

I, Thomas R. McGuffin, acknowledge that I am the designer, developer, inventor and sole patent holder of the Little John Digester and the Advanced High Flow Floating Aerator offered through DO2E Waste Water Treatment LLC. I further acknowledge that Mark McIntire Owner & President of The McIntire Group, has been granted exclusive marketing rights in the state of Missouri for the purchase and resale of all DO2E WWT products and services.

If you have any questions or concerns, please call me directly at (850) 698-6805.

Thank you for your concern and interest,

A handwritten signature in black ink, appearing to read "Randy McGuffin", is written over the printed name.

Thomas R. McGuffin

Owner/President

DO2E Waste Water Treatment, LLC

City of Osage Beach
Agenda Item Summary

Date of Meeting: January 20, 2022
Originator: Kevin Crooks, Public Works Operations Manager
Presenter: Kevin Crooks, Public Works Operations Manager

Agenda Item:

Motion to approve the purchase of water meters and parts from Shulte Supply for an amount not to exceed \$128,604.96

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

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

Deadline for Action:

No.

Budgeted Item:

Yes.

Budget Line Information (if applicable):

Budget Line Item/Title: 30 -00-743300 Repair of System.

FY2022 Budgeted Amount: \$ 175,000

FY2022 Expenditures to Date (01/10/22): (\$ 0.0)

FY2022 Available: \$175,000

FY2022 Requested Amount: \$128,605

Department Comments and Recommendation:

The age of the water system is making it necessary for more frequent water meter replacement due to meter failures. Over 600 meters in the system are 15 years old or more and reaching the end of their service life. These 300 meters should get us through 2022. However, this issue may have to be addressed in a stand-alone project to adequately get in front of it. I recommend purchase.

City Attorney Comments:

Not Applicable

City Administrator Comments:

Shulte Supply is the sole source of our meter infrastructure. I concur with the department's recommendation.

Schulte Supply, Inc.
5998 Redbud Lane
PO Box 388
Edwardsville IL 62025
618-656-8383 Fax 618-656-8750

Quotation

QUOTE DATE	QUOTE NUMBER
12/28/21	S1181027
ORDER TO:	
Schulte Supply, Inc. 5998 Redbud Lane PO Box 388 Edwardsville IL 62025	
PAGE NO	
1	

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

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

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
1731	BULK METER QUOTE		Tom Brickey	
WRITER	SHIP VIA	TERMS	BID DATE	FREIGHT ALLOWED
Jeff Kinkel	FREE DELIVERY	NET 30 DAYS	02/16/22	Yes
ORDER QTY	PART NO	DESCRIPTION	Net Pkg	Ext Pkg
300ea	8869	ED2B31RWG1 (ED2B31RWG3) 5/8" x 3/4" Neptune Trident 10 Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications	300.150	90045.00
300ea	12659	12527-200 (new 13749-200) 6' Neptune Antenna Assembly for R900i Pit Radio	0.000	0.00
24ea	10438	ED2F11RWG1 1" Neptune Trident 10 Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications	449.190	10780.56
24ea	12659	12527-200 (new 13749-200) 6' Neptune Antenna Assembly for R900i Pit Radio	0.000	0.00
6ea	10922	ED2H11RWG1 1 1/2" Flanged Neptune Trident 10 Water Meter with Integrated R900i Radio Register in Gallons in Pit Applications	787.980	4727.88
6ea	12659	12527-200 (new 13749-200) 6' Neptune Antenna Assembly for R900i Pit Radio	0.000	0.00
24ea	10923	ED2J11RWG1 2" Neptune Trident 10 Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications	960.480	23051.52
24ea	12659	12527-200 (new 13749-200) 6' Neptune Antenna Assembly for	0.000	0.00

*** Continued on Next Page ***

Quotation

QUOTE DATE	QUOTE NUMBER
12/28/21	S1181027
ORDER TO:	PAGE NO
Schulte Supply, Inc. 5998 Redbud Lane PO Box 388 Edwardsville IL 62025	2

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

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

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
1731	BULK METER QUOTE		Tom Brickey	
WRITER	SHIP VIA	TERMS	BIS DATE	FREIGHT ALLOWED
Jeff Kinkel	FREE DELIVERY	NET 30 DAYS	02/16/22	Yes
ORDER QTY	PART NO	DESCRIPTION	Net Pric	Ext Pric
		R9001 Pit Radio		
		TAXES NOT INCLUDED		

This is a Quotation.

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

Subtotal	128604.96
S&H CHGS	0.00
Amount Due	128604.96