

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

February 1, 2024 - 5:30 PM
CITY HALL

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN'S COMMUNICATIONS

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

Any questions or comments for the Mayor and Board may be sent to the City Clerk at tberreth@osagebeach.org no later than 10:00 AM on the Board's meeting day (the 1st and 3rd Thursday of each month). Submitted questions and comments may be read during the Citizen's Communications section of the agenda.

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

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

APPROVAL OF CONSENT AGENDA

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

Pg 4 ► Minutes of Board of Aldermen meeting January 18, 2024

Pg 8 ► Bills List - February 1, 2024

UNFINISHED BUSINESS

Pg 28 A. Bill 24-02 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 135 Finance and Purchasing; Section 135.040 Purchasing and Procurement-Competitive Bidding, Section 135.050 Purchasing and Competitive Proposals, 135.070 Purchasing and Competitive Purchasing/Sole Source Procurement/Emergency Purchases. *Second Reading*

NEW BUSINESS

Pg 32 A. Bill 24-05 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 390: Section 390.010 Definitions; Section 390.030 Prohibited Operation of a Golf Cart; Section 390.040 Requirements for Operating a Recreational Off-Highway Vehicle or Utility Vehicle on City Streets, Roads or Alleyways within City; Section 390.070 Prohibited Operation in a Recreational Off-Highway Vehicle or Utility Vehicle of the City Code for various purposes as set forth. *First Reading*

Pg 43 B. Bill 24-06 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute an agreement with Omnigo Software, LLC for RMS and CAD software for the Police Department over a five-year period beginning in 2024 for an amount of not to exceed \$402,077.24. *First Reading*

Pg 71 C. Motion to approve funds not to exceed \$115,000 for the negotiation and purchase of an Avgas replacement fuel truck for Lee C. Fine Airport.

Pg 73 D. Motion to approve an agreement with Elite Roofing for hangar roof repair/replacement at Grand Glaize Airport not to exceed \$45,000.00.

STAFF COMMUNICATIONS

Pg 76 A. **Department Update List - February 1, 2024**

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

ADJOURN

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

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

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

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

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
January 18, 2024**

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting on Thursday, January 18, 2024, at 5:30 PM. The following were present in person: Mayor Michael Harmison, Alderman Phyllis Marose, Alderman Justin Hoffman, Alderman Richard Ross, Alderman Kevin Rucker, Alderman Kellie Schuman, and Alderman Bob O'Steen. City Clerk Tara Berreth was present and performed the duties for the City Clerk's office.

Appointed and Management staff present City Administrator Jeana Woods, Assistant City Administrator Mike Welty, Police Chief Todd Davis, Building Official Ron White, Airport Manager Ty Dinsdale, City Treasurer Karri Bell, and City Planner Cary Patterson. Human Resources Generalist Michael Raye, Cochran Engineering Eric Howell.

CITIZEN'S COMMUNICATIONS

Corey Booth – Citizen Advisory Committee unanimously agreed that Bill 23-77 should read that any food truck vendor be 200 ft from any business property line unless waived by business owner and there should be a tiered billing based on the center of their location to their commissary.

APPROVAL OF CONSENT AGENDA

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

UNFINISHED BUSINESS

None

NEW BUSINESS

Bill 24-02 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 135 Finance and Purchasing; Section 135.040 Purchasing and Procurement-Competitive Bidding, Section 135.050 Purchasing and Competitive Proposals, 135.070 Purchasing and Competitive Purchasing/Sole Source Procurement/Emergency Purchases. *First Reading*

Alderman Ross made a motion to approve the first reading of Bill 24-02 with the amended changes, with the staff to bring back additional verbiage to Section 135.040 Purchasing and Procurement -Competitive Bidding. This motion was seconded by Aldermen O'Steen. Motion passes with voice vote.

Bill 24-03 - An ordinance of the City of Osage Beach, Missouri, imposing a use tax for the purpose of funding City infrastructure and capital improvements, including the operation and maintenance of City infrastructure and capital improvements, including, but not limited to, the construction, maintenance, repair of, and improvements to the City's Parks and Recreation System, and with any additional funds being applied to other General Fund needs of the City, at the rate equal to the total local sales taxes in defect for the privilege of storing, using, or consuming within the City any article of tangible personal property pursuant to the authority granted by and subject to the provisions of Sections 144.600 through 144.761 RSMo; proving for the use tax to be repealed, reduced, or raised in the same amount as any city sales tax is repealed, reduced, or raised; and providing for submission of the proposal to the qualified voters of the City for their approval at the General Municipal Election called and to be held in the City on April 2, 2024. *First and Second Reading*

Alderman Ross made a motion Bill 24-03 as amended to An ordinance of the City of Osage Beach, Missouri, imposing a use tax for the purpose of the construction, maintenance, repair of, and improvements to the City's Parks and Recreation System, and with any additional funds being applied to other General Fund needs of the City, at the rate equal to the total local sales taxes in defect for the privilege of storing, using, or consuming within the City any article of tangible personal property pursuant to the authority granted by and subject to the provisions of Sections 144.600 through 144.761 RSMo; proving for the use tax to be repealed, reduced, or raised in the same amount as any city sales tax is repealed, reduced, or

raised; and providing for submission of the proposal to the qualified voters of the City for their approval at the General Municipal Election called and to be held in the City on April 2, 2024. This motion was seconded by Alderman Schuman. Motion passes with voice vote.

Alderman Rucker made a motion to approve the second reading as amended to Bill 24-03. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 24-03 and to pass same into ordinance: “Ayes”, Alderman Marose, Alderman Hoffman, Alderman Ross, Alderman Rucker, and Alderman Schuman. Bill 24-03 was passed and approved as Ordinance 24-03.

Bill 24-04 - An ordinance of the City of Osage Beach, Missouri, providing for the holding of an election within and for the City of Osage Beach, Missouri, on the question of the appointment of a Collector and setting the time at which said ordinance shall become effective. *First and Second Reading*

Alderman Ross made a motion to approve the first reading of Bill 24-04. This motion was seconded by Alderman Rucker. Motion passes with voice vote.

Alderman Rucker made a motion to approve the second reading of Bill 24-04. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 24-04 and to pass same into ordinance: “Ayes”, Alderman Marose, Alderman Hoffman, Alderman Ross, Alderman Rucker and Alderman Schuman. Bill 24-04 was passed and approved as Ordinance 24-04.

Motion to approve the purchase and installation of a new City of Osage Beach Welcome Sign from Springfield Signs for an amount not to exceed \$57,775.50.

Alderman Ross made a motion to approve the purchase and installation of a new City of Osage Beach Welcome Sign from Springfield Signs for an amount not to exceed \$57,775.50. This motion was seconded by Alderman O’Steen. Motion passes unanimously with a voice vote.

Motion to approve the purchase of Sewer Inventory (Electrical/Mechanical/Pumps) from Municipal Equipment for an amount not to exceed \$465,369.55 plus shipping.

Alderman Hoffman made a motion to approve the purchase of Sewer Inventory (Electrical/Mechanical/Pumps) from Municipal Equipment for an amount not to exceed \$465,369.55 plus shipping. This motion was seconded by Alderman Rucker. Motion passes unanimously with a voice vote.

Discussion - Waterworks Chapter 705, Rates and Charges and Sewers and Sewerage System Chapter 710, User Charges System

The previous rate increases were effective May 2023, based on financial and forecast data leading up to mid-late- 2022. The financial activity that has been realized since mid-2022 has proved to outpace historical expenditure trends, affected the data used for forecasting the previous rate research, and the use of reserves and other unrestricted monies were needed to fill financial gaps. For both water and sewer, rates increases are required to replenish reserves and to continue a more aggressive approach to system repairs and improvements to accommodate increased usage of current customers and our aging system. Economic factors, such as inflation, supply-chain issues, etc., as well as unexpected system breakages/failures have contributed to the unprecedented increase in expenditure trends since mid- late- 2022 and throughout 2023.

Status quo indicates (based on FY2023 and FY2024 expenditures and new forecasting models), Water and Sewer combined subsidies from CIT (Capital Improvement Tax) could be as much as \$2 million annually (averaged) over the next 4 - 5 years. The rate increases proposed in my enclosures will bring reserves back to previous levels needed, accommodate an increase in funds for appropriate system improvements and updates, and will eliminate/ dramatically decrease any CIT subsidy over any debt service requirements. Water bonded

debt will be matured and paid off in 2026; sewer in 2025.

Since the inception of the CIT (Capital Improvement Tax), water and sewer operations have been subsidized by said tax, above debt service obligations (within defined uses per ordinance). If there is a desire of the Mayor and Board of Aldermen to discontinue subsidies, or to phase out subsidies of said tax, above debt obligations, as has occurred in the past, the rates outlined in my enclosure will be affected (more subsidy - potential decrease in rates). Since 2013, CIT subsidy to combined Water and Sewer Funds has averaged \$1.9 million (data calculated since 2013 per audit); this includes both debt coverage and operation expenditure coverage but varied each year.

The rates as outlined, with the assumption of an effective date mid-year 2024, are estimated to increase FY2024 budget collection budget estimates by 15% +/- Water and 41% +/- Sewer. Actual collections are based on actual water use and user counts.

STAFF COMMUNICATIONS

City Administrator Jeana Woods – will be putting together a FAQ sheet for use tax question and collector question.
Assistant City Administrator Mike Welty – will be bringing back streetlights and sidewalks at a February meeting.
City Clerk Tara Berreth- met with Department Managers they are working on Code Codification Questions.
City Attorney Cole Bradbury – Court has been moved to the 2nd and 4th Monday's.
City Treasurer Karri Bell – W-2's went out in the Mail on Wednesday.
City Police Chief Todd Davis. Hired a new dispatcher, 2 new police officers in the academy.
Building Official Ron White – Already at \$34million in projects this year.
Human Resources Generalist Michael Raye – Lager's report in the process of getting the report together.
Cochran Eric Howell – Sands Lift Station starts on February 5th, City Park Irrigation Pump start shortly, and Bluff Drive shoulder repair project will start in March.

Department Update List - January 18, 2024

- Camden County Road Property Tax Questions (*City Treasurer, K Bell/City Attorney, Cole Bradbury*)
 - Pending county audit report update.
- Capital Replacement Plan – LO/OB Joint Sewer Plant (*City Administrator, J Woods*)
 - Pending inventory reconciliation; in process, draft to the LO/OB Joint Sewer Plant Board expected in March/April.
- Guideline Evaluation
- Design Guideline Revisions - Street Lights (*Asst. City Administrator, M Welty*)
 - Mayor/Board discussion/draft review December.
- Incentive Guideline Revisions (*City Administrator, J Woods*)
 - Draft completion estimated December/January.
- Personnel (*HR Generalist, M Raye*)
- Employee Survey Results
 - Estimated completion November.
- Employee 360 Feedback Process
 - To be included in the Employee Eval process 1st Quarter annually.
- Project Updates / Related Budgeted Items Update o Park Master Plan (*Parks & Recreation Mgr, E Gregory*)
- Sidewalk Master Plan (*Asst. City Administrator, M Welty*)
 - Updated plan for Mayor/Board discussion December.
- Swiss Village Treatment Plan (*Public Works Department*)
 - Evaluation study to be completed soon, update on conclusions in December.

- Tan Tar A Master Plan re: Infrastructure (*Asst. City Administrator, M Welty*)
 - FY2024 Budget partial inclusion as required by other factors; Project list to be discussed during budget workshops in October/pending contract details reconciliation.
- Tan Tar A Estates Utilities Current Contract Explanation / Rate / Funding Review (*City Attorney, C Bradbury / City Administrator, J Woods*)
 - Remains in process/reconciling contract details; completion TBD.

City Staff contact noted in parenthesis.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman Rucker – Camden County Commissioner allowed senior citizens to freeze their real estate property taxes. Go online to register.

Alderman O’Steen – Question about late water bill cut off in inclement weather? Staff will investigate.

EXECUTIVE SESSION

Notice is given that the agenda includes a roll call vote to close the meeting as allowed by RSMo. Section 610.021 (3) Hiring, Firing, Disciplining, or Promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

Alderman Marose moved to open the Executive Session. Alderman Rucker seconded the motion. The following roll call vote was taken to open the meeting: “Ayes”: Alderman Ross, Alderman Marose, Alderman Hoffman, Alderman Schuman, Alderman O’Steen, and Alderman Rucker. The meeting was therefore open.

No announcements were made following the closed session.

Alderman Ross moved to close the meeting. Alderman Marose seconded the motion. The following roll call vote was taken to close the meeting: “Ayes”: Alderman Ross, Alderman Marose, Alderman Hoffman, Alderman Schuman, Alderman O’Steen, and Alderman Rucker. The meeting was therefore closed.

Alderman Hoffman made a motion to adjourn at 7:45pm. This motion was seconded by Alderman O’Steen. Motion passes unanimously with a voice vote.

ADJOURN

There being no further business to come before the Board, the meeting was adjourned at 7:45pm. I, Tara Berreth, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, on January 18, 2024, and approved February 1, 2024.

Tara Berreth/City Clerk

Michael Harmison/Mayor

**CITY OF OSAGE BEACH
BILLS LIST
February 1, 2024**

Bills Paid Prior to Board Meeting	\$	265,335.09
Payroll Paid Prior to Board Meeting	\$	141,561.30
SRF Transfer Prior to Board Meeting	\$	37,362.56
TIF Transfers	\$	58,368.34
Bills Pending Board Approval	\$	167,425.53
Total Expenses	\$	<u>670,052.82</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PAYROLL DEDUCTIONS	2,182.00
			ADJUST PAYROLL DEDUCTIONS	124.00
			ADJUST PAYROLL DEDUCTIONS	8.00
			Dental Insurance Premiums	660.00
			Dental Insurance Premiums	704.00
			Dental Insurance Premium	117.00
			Dental Insurance Premium	117.00
			Health Insurance Contribut	1,163.25
			Health Insurance Contribut	1,318.35
			Health Insurance Contribut	772.20
			Health Insurance Contribut	772.20
			Vision Insurance Contribut	104.50
			Vision Insurance Contribut	104.50
			Vision Insurance Contribut	24.00
			Vision Insurance Contribut	24.00
			Vision Insurance Contribut	48.00
			Vision Insurance Contribut	48.00
		MO DEPT OF REVENUE INTERNAL REVENUE SERVICE	State Withholding	3,769.00
			Fed WH	9,799.43
			FICA	8,036.86
			Medicare	1,879.60
		LEGALSHIELD	ADJUST PAYROLL DEDUCTIONS	0.08-
			Pre-Paid Legal Premiums	106.66
			Pre-Paid Legal Premiums	106.66
		MISSIONSQUARE RETIREMENT	Loan Repayment	111.88
			Loan Repayment	182.34
			Loan Repayment	139.12
			Loan Repayment	98.17
			Loan Repayment	153.05
			Loan Repayment	112.29
			Retirment 457 &	3,628.96
			Retirement 457	2,234.60
			Loan Repayments	166.79
			Loan Repayments	134.84
			Loan Repayments	182.82
			Loan Repayments	137.31
			Loan Repayments	538.06
			Loan Repayments	285.30
			Loan Repayments	113.03
			Loan Repayments	127.21
			Retirment Roth IRA %	224.53
			Retirement Roth IRA	402.00
		CAMDEN COUNTY ASSOC COURT	OTHER AGENCY CASH BOND	150.00
		AMERICAN FIDELITY ASSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	76.09
			American Fidelity	1,293.03
			American Fidelity	1,293.03
			American Fidelity	793.47
			American Fidelity	793.47
		TEXAS LIFE INSURANCE CO	ADJUST PAYROLL DEDUCTIONS	0.07-
			Texas Life After Tax	116.88
			Texas Life After Tax	116.88
		PRINCIPAL LIFE INSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	71.19
			ADJUST PAYROLL DEDUCTIONS	177.51
			Group Life Ins and Buy Up	14.73
			Group Life Ins and Buy Up	14.73
		OPTUM BANK INC	HSA Contribution	388.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	2,078.07
		ONE TIME VENDOR	231245	5,988.15
			OTHER AGENCY CASH BOND	<u>1,000.00</u>
			TOTAL:	55,326.92
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	187.03
			Medicare	43.74
		MO MUNICIPAL LEAGUE	2024 MML MUNICIPAL MEMBERS	1,027.81
		MISSIONSQUARE RETIREMENT	Retirement 401%	31.00
			Retirement 401	122.50
		AT&T MOBILITY-CELLS	MAYOR CELL PHONE	47.61
		BOWMAN, KAREN	BOARD OF ADJ MTG 12/20/23	25.00
		O'KEEFE, GLORIA	BOARD OF ADJ MTG 12/20/23	25.00
		GROSS, RANDY	BOARD OF ADJ MTG 12/20/23	25.00
		CATCOTT, FRED	BOARD OF ADJ MTG 12/20/23	<u>25.00</u>
			TOTAL:	1,559.69
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.25
			Medicare	<u>1.46</u>
			TOTAL:	7.71
City Administrator	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	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
		INTERNAL REVENUE SERVICE	FICA	675.95
			Medicare	158.08
		MISSIONSQUARE RETIREMENT	Retirement 401%	258.82
			Retirement 401	672.22
		AT&T MOBILITY-CELLS	CITY ADMIN CELL PHONE	95.22
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	37.87
			Group Life Ins and Buy Up	37.87
			Short Term Disability Ins	22.20
			Short Term Disability Ins	22.20
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>150.00</u>
			TOTAL:	5,786.15
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Dental Insurance Premium	4.50
			Dental Insurance Premium	4.50
			Health Insurance Contribut	143.50
			Health Insurance Contribut	143.50
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	1.00
			Vision Insurance Contribut	1.00
		CENTRAL MO CITY CLERKS & FINANCE OFFIC	2024 CMCCFOA MEMB- T. BERR	50.00
			2024 CMCCFOA MEMB- J. LOFI	50.00
		INTERNAL REVENUE SERVICE	FICA	193.30
			Medicare	45.21
		MISSIONSQUARE RETIREMENT	Retirement 401%	32.42
			Retirement 401	194.55
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	2.63
			Group Life Ins and Buy Up	2.63
			Group Life Ins and Buy Up	8.81
			Group Life Ins and Buy Up	8.81
			Short Term Disability Ins	11.10
			Short Term Disability Ins	11.10
		OPTUM BANK INC	HSA Contribution	18.75
			HSA Family/Dep. Contributi	75.00
			TOTAL:	2,512.35
City Treasurer	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	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	726.45
			Health Insurance Contribut	726.45
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	615.32
			Medicare	143.90
		MISSIONSQUARE RETIREMENT	Retirement 401%	291.55
			Retirement 401	609.57
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	5.25
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	29.07
			Group Life Ins and Buy Up	29.07
			Short Term Disability Ins	29.60
			Short Term Disability Ins	29.60
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
			TOTAL:	5,385.21
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	98.18
			Medicare	22.96
		MISSIONSQUARE RETIREMENT	Retirement 401%	49.41
			Retirement 401	98.82
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	5.66
			Group Life Ins and Buy Up	5.66
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	1,627.83
City Attorney	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.00
			Health Insurance Contribut	1,452.90
		INTERNAL REVENUE SERVICE	FICA	325.67
			Medicare	76.16
		MISSIONSQUARE RETIREMENT	Retirement 401%	160.57
			Retirement 401	321.13
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	19.73
			Group Life Ins and Buy Up	19.73
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	2,509.69
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	66.00
			Dental Insurance Premiums	66.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	482.56
			Medicare	112.86
		MISSIONSQUARE RETIREMENT	Retirement 401%	243.81
			Retirement 401	487.60
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	231.31
		WEX INC	BLDG DEPT FUEL	186.58
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	26.97
			Group Life Ins and Buy Up	26.97
			Short Term Disability Ins	22.20
			Short Term Disability Ins	22.20
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>225.00</u>
			TOTAL:	6,389.48
Building Maintenance	General Fund	INTERNAL REVENUE SERVICE	FICA	57.85
			Medicare	<u>13.53</u>
			TOTAL:	71.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	861.00
			Health Insurance Contribut	861.00
		VISION INSURANCE	Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
		INTERNAL REVENUE SERVICE	FICA	466.33
			Medicare	109.07
		MISSIONSQUARE RETIREMENT	Retirement 401%	75.01
			Retirement 401	357.32
		LOWE'S	SHOVELS & WORK LIGHT	62.64
			PROPANE EXCHANGE	109.90
			FOAM FOR SIGN POSTS	193.56
			STEEL CABLE,CABLE CLMPS,LE	50.98
			DUCT TAPE	8.53
			CLNR,TOWELS,GOO GONE,TRSH	49.21
			POST FIX MIX	32.26
			CHRISTMAS LIGHTS	10.43
		AT&T MOBILITY-CELLS	PARKS DEPT CELL PHONES	104.28
		WEX INC	PARK DEPT FUEL	166.92
		AMEREN MISSOURI	LWR DIAMOND LTS 12/5/23-1/	19.46
			HWY 42 BALLPRK LTS 12/5-1/	17.66
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.14
			Group Dependent Life Ins	2.14
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	15.00
			Group Life Ins and Buy Up	15.00
			Short Term Disability Ins	29.60
			Short Term Disability Ins	29.60
		OPTUM BANK INC	HSA Contribution	112.50
			TOTAL:	3,848.58
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Dental Insurance Premium	4.50
			Dental Insurance Premium	4.50
		HEALTH INSURANCE	Health Insurance Contribut	143.50
			Health Insurance Contribut	143.50
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
		VISION INSURANCE	Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	1.00
			Vision Insurance Contribut	1.00
		INTERNAL REVENUE SERVICE	FICA	197.88
			Medicare	46.28
		MISSIONSQUARE RETIREMENT	Retirement 401%	98.75
			Retirement 401	197.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	2.64
			Group Life Ins and Buy Up	2.63
			Group Life Ins and Buy Up	8.42
			Group Life Ins and Buy Up	8.42
			Short Term Disability Ins	11.10

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Short Term Disability Ins	11.10
		OPTUM BANK INC	HSA Contribution	18.75
			HSA Family/Dep. Contributi	<u>75.00</u>
			TOTAL:	2,280.81
Overhead	General Fund	AIRESPRING INC	PHONE CONNECTION 1/2024	<u>665.61</u>
			TOTAL:	665.61
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	352.00
			Dental Insurance Premiums	352.00
			Dental Insurance Premium	36.00
			Dental Insurance Premium	36.00
			Health Insurance Contribut	1,435.00
			Health Insurance Contribut	1,435.00
			Health Insurance Contribut	5,085.15
			Health Insurance Contribut	5,085.15
			Health Insurance Contribut	4,365.20
			Health Insurance Contribut	4,365.20
			Vision Insurance Contribut	49.50
			Vision Insurance Contribut	49.50
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	28.00
			Vision Insurance Contribut	28.00
		INTERNAL REVENUE SERVICE	FICA	3,362.76
			Medicare	786.46
		MISSIONSQUARE RETIREMENT	Retirement 401%	1,289.72
			Retirement 401	3,168.30
		AT&T MOBILITY-CELLS	POLICE FN AIR CARDS	1,195.96
			POLICE DEPT CELL PHONES	425.12
		WEX INC	POLICE DEPT FUEL	4,450.83
			POLICE DEPT CAR WASHES	32.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	19.26
			Group Dependent Life Ins	19.26
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	10.52
			Group Life Ins and Buy Up	172.44
			Group Life Ins and Buy Up	172.44
			Short Term Disability Ins	177.60
			Short Term Disability Ins	177.60
		OPTUM BANK INC	HSA Contribution	187.50
			HSA Family/Dep. Contributi	<u>1,050.00</u>
			TOTAL:	39,421.99
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	66.00
			Dental Insurance Premiums	66.00
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	861.00
			Health Insurance Contribut	861.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		AT & T/CITY HALL	911 PHONE SVC 12/23/23	1,022.36
		INTERNAL REVENUE SERVICE	FICA	970.15
			Medicare	226.89
		PETTY CASH	NOTARY FEE- L. MCDONALD	3.00
			NOTARY FEE- M. OAKES	3.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	195.08
			Retirement 401	1,344.91
		CHARTER COMMUNICATIONS HOLDING CO LLC	MOSWIN INTERNET 12/21-1/20	129.98
		AT&T MOBILITY-CELLS	911 CENTER CELL PHONES	47.61
		MORLEY, DILILEXIE	MILEAGE REIMB MULES- D. MO	69.43
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.28
			Group Dependent Life Ins	4.28
			Group Life Ins and Buy Up	21.04
			Group Life Ins and Buy Up	21.04
			Group Life Ins and Buy Up	18.94
			Group Life Ins and Buy Up	18.94
			Short Term Disability Ins	51.80
			Short Term Disability Ins	51.80
		OPTUM BANK INC	HSA Contribution	75.00
			HSA Family/Dep. Contributi	150.00
			TOTAL:	9,285.33
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		INTERNAL REVENUE SERVICE	FICA	201.26
			Medicare	47.07
		MISSIONSQUARE RETIREMENT	Retirement 401%	100.88
			Retirement 401	201.77
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	11.58
			Group Life Ins and Buy Up	11.58
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,965.28
Information Technology	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	22.00
			Dental Insurance Premiums	22.00
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
		INTERNAL REVENUE SERVICE	FICA	196.37
			Medicare	45.93
		MISSIONSQUARE RETIREMENT	Retirement 401%	98.30
			Retirement 401	196.59
		AT&T MOBILITY-CELLS	IT DEPT CELL PHONES	91.85
		CIVIC PLUS	YRLY CIVIC FEE 12/2023-11/	7,390.28
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	9.73
			Group Life Ins and Buy Up	9.73
			Short Term Disability Ins	7.40
			Short Term Disability Ins	7.40
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
		AIRESPRING INC	INTERNET CONNECTIONS 1/202	<u>3,984.54</u>
			TOTAL:	13,417.46
Economic Development	General Fund	PETTY CASH	FALL FEST PETTY CASH REIMB	10.00
		AT&T MOBILITY-CELLS	ECON DEV CELL PHONE	<u>12.43</u>
			TOTAL:	22.43
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	80.74
			Dental Insurance Premiums	80.74
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	99.21
			Health Insurance Contribut	99.20
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	6.68
			Vision Insurance Contribut	6.68
		MO DEPT OF REVENUE	State Withholding	333.09
		INTERNAL REVENUE SERVICE	Fed WH	629.81
			FICA	623.69
			Medicare	145.88
		MISSIONSQUARE RETIREMENT	Retirment 457 &	172.63
			Retirement 457	188.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	60.48
			American Fidelity	60.48
			American Fidelity	11.10
			American Fidelity	11.10
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	25.12
			Texas Life After Tax	25.12
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	6.90
			Group Life Ins and Buy Up	6.90
		OPTUM BANK INC	HSA Contribution	40.00
			HSA Family/Dep. Contributi	<u>50.40</u>
			TOTAL:	3,100.15
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	80.74
			Dental Insurance Premiums	80.74
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,041.44
			Health Insurance Contribut	1,041.43
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	6.67

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	6.68
		INTERNAL REVENUE SERVICE	FICA	623.70
			Medicare	145.87
		MISSIONSQUARE RETIREMENT	Retirement 401%	230.95
			Retirement 401	625.55
		LOWE'S	PLIERS,SCRWDRVRS,CNTCT CLN	314.71
			TAPE,CABLE TIES,WOOD,BLADE	204.19
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	549.42
		WEX INC	TRANS DEPT FUEL	2,850.35
		AMEREN MISSOURI	KK PALISADES LTG 11/30-1/3	97.88
			MAIN SALT BLDG 12/6-1/9/24	12.16
			ST LTG SVC 12/1-01/04/24	4,149.27
			CUST OWNED LTG 12/1-1/1/24	339.24
			NICHOLS VIEW LTG 12/1-1/1/	153.17
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	5.00
			Group Dependent Life Ins	5.01
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	29.42
			Group Life Ins and Buy Up	29.43
			Short Term Disability Ins	41.96
			Short Term Disability Ins	41.95
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	275.25
			TOTAL:	16,536.00
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	58.74
			Dental Insurance Premiums	58.74
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	39.79
			Health Insurance Contribut	39.80
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	2.68
			Vision Insurance Contribut	2.68
		MO DEPT OF REVENUE	WATER SALES TAX	3,723.55
			State Withholding	408.09
		INTERNAL REVENUE SERVICE	Fed WH	1,069.71
			FICA	767.42
			Medicare	179.45
		MISSIONSQUARE RETIREMENT	Retirment 457 &	682.49
			Retirement 457	101.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	119.64
			American Fidelity	119.64
			American Fidelity	10.78
			American Fidelity	10.78
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	50.36
			Texas Life After Tax	50.36
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	0.83
			Group Life Ins and Buy Up	0.83
		OPTUM BANK INC	HSA Contribution	72.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	69.80
		ONE TIME VENDOR	01-8870-02	250.00
			01-8870-04	250.00
			01-9010-02	250.00
			02-3920-03	29.20
			07-2920-00	7.85
			TOTAL:	8,824.91
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	58.74
			Dental Insurance Premiums	58.74
			Dental Insurance Premium	27.00
			Dental Insurance Premium	27.00
			Health Insurance Contribut	861.00
			Health Insurance Contribut	861.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	417.78
			Health Insurance Contribut	417.81
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	11.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	6.00
			Vision Insurance Contribut	2.67
			Vision Insurance Contribut	2.68
		UMB BANK & TRUST	DNR FEE 2007 SERIES 2007A	3,015.35
		INTERNAL REVENUE SERVICE	FICA	767.42
			Medicare	179.45
		MISSIONSQUARE RETIREMENT	Retirement 401%	380.66
			Retirement 401	761.32
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	376.04
		WEX INC	WATER DEPT FUEL	828.21
		AMEREN MISSOURI	6186 FIRE ST WELL 11/28-1/	2,148.68
			BLUFF RD TOWER 12/6-1/9/24	2,331.84
			COLLEGE WELL 12/5-1/8/24	842.60
			LK RD 54-59 WELL 11/27-12/	100.68
			SWISS VLG WELL 11/28-12/28	1,909.33
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.94
			Group Dependent Life Ins	3.93
			Group Life Ins and Buy Up	37.86
			Group Life Ins and Buy Up	37.85
			Short Term Disability Ins	41.97
			Short Term Disability Ins	41.95
		OPTUM BANK INC	HSA Contribution	112.50
			HSA Family/Dep. Contributi	200.26
			TOTAL:	19,796.06
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	124.52
			Dental Insurance Premiums	124.52
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	232.65
			Health Insurance Contribut	232.65
			Health Insurance Contribut	158.00
			Health Insurance Contribut	158.00
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	16.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	6.64
			Vision Insurance Contribut	6.64
		FAMILY SUPPORT PAYMENT CENTER	Case #21281919	300.00
		MO DEPT OF REVENUE	State Withholding	523.82
		INTERNAL REVENUE SERVICE	Fed WH	1,050.10
			FICA	1,073.68
			Medicare	251.10
		MISSIONSQUARE RETIREMENT	Retirement 457 &	412.67
			Retirement 457	99.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	18.80
			American Fidelity	18.80
			American Fidelity	10.78
			American Fidelity	10.78
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	16.73
			Texas Life After Tax	16.73
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	23.00
			Group Life Ins and Buy Up	23.00
		OPTUM BANK INC	HSA Contribution	25.00
			HSA Family/Dep. Contributi	277.30
			TOTAL:	5,249.91
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	124.52
			Dental Insurance Premiums	124.52
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	2,179.35
			Health Insurance Contribut	2,179.35
			Health Insurance Contribut	1,658.78
			Health Insurance Contribut	1,658.76
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	16.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	6.66
			Vision Insurance Contribut	6.64
		INTERNAL REVENUE SERVICE	FICA	1,073.67
			Medicare	251.11
		MISSIONSQUARE RETIREMENT	Retirement 401%	335.16
			Retirement 401	1,072.63
		LOWE'S	SCREWS	20.88
			TAPE MEASURE	33.23
			PARTS- PANEL REPLACEMENT	131.74
			BLTS, TOGGLES, WSHRS-STN REP	10.36
			CAULK GUN, CAULK, BOLTS, WSHR	23.28
			NITRILE GLOVES	75.80
			SAW BITS & HOLE SAW ARBORS	128.17
			HEX NUTS	0.98
			WRENCH SET, LEVELS, HAMMER, T	1,396.59
			WIRE CUTTERS, PRY BARS, WREN	445.17
		AT&T MOBILITY-CELLS	SEWER DEPT CELL PHONES	837.40
		WEX INC	SEWER DEPT FUEL	2,379.82
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	4,593.51

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			GRINDER PUMPS & LIFT STATI	6,601.82
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	8.18
			Group Dependent Life Ins	8.18
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	48.44
			Group Life Ins and Buy Up	48.44
			Short Term Disability Ins	71.47
			Short Term Disability Ins	71.50
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	<u>424.49</u>
			TOTAL:	28,707.62
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	155.10
			Health Insurance Contribut	155.10
			Health Insurance Contribut	59.40
			Health Insurance Contribut	59.40
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00
		MO DEPT OF REVENUE	State Withholding	360.00
		INTERNAL REVENUE SERVICE	Fed WH	984.15
			FICA	904.09
			Medicare	211.45
		MISSIONSQUARE RETIREMENT	Loan Repayment	156.06
			Loan Repayment	60.66
			Loan Repayment	43.54
			Retirment 457 &	144.54
			Loan Repayments	188.62
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	91.73
			American Fidelity	91.73
			American Fidelity	128.77
			American Fidelity	128.77
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	41.67
			Flexible Spending Accts -	41.67
		OPTUM BANK INC	HSA Family/Dep. Contributi	100.00
		ONE TIME VENDOR	AMB OVERPAYMENT	250.00
			AMB OVERPAYMENT	<u>103.94</u>
			TOTAL:	4,693.39
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	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	1,452.90
			Health Insurance Contribut	623.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	5.50
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	12.00
			Vision Insurance Contribut	12.00
		INTERNAL REVENUE SERVICE	FICA	904.09
			Medicare	211.45
		MISSIONSQUARE RETIREMENT	Retirement 401%	144.54
			Retirement 401	747.84
		AT&T MOBILITY-CELLS	AMB FN AIR CARDS	170.96
			AMB DEPT CELL PHONES	47.61
		AMBULANCE REIMBURSEMENT SYSTEMS INC	DEC AMBULANCE REIMBURSEMEN	2,459.60
		WEX INC	AMB FUEL	392.12
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.28
			Group Dependent Life Ins	4.28
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	12.63
			Group Life Ins and Buy Up	12.63
			Short Term Disability Ins	37.00
			Short Term Disability Ins	37.00
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	225.00
			TOTAL:	10,440.09
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.20
			Dental Insurance Premiums	57.20
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	124.08
			Health Insurance Contribut	124.08
			Health Insurance Contribut	59.40
			Health Insurance Contribut	59.40
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		MO DEPT OF REVENUE	LCF SALES TAX	1,520.81
			State Withholding	205.40
		INTERNAL REVENUE SERVICE	Fed WH	367.62
			FICA	364.08
			Medicare	85.14
		LEGALSHIELD	Pre-Paid Legal Premiums	9.27
			Pre-Paid Legal Premiums	9.27
		MISSIONSQUARE RETIREMENT	Retirment 457 &	27.40
			Retirement 457	45.00
			Loan Repayments	30.39
			Loan Repayments	37.15
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	32.20
			American Fidelity	32.20
			American Fidelity	26.44
			American Fidelity	26.44

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OPTUM BANK INC	HSA Family/Dep. Contributi	55.00
			TOTAL:	3,402.77
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	57.20
			Dental Insurance Premiums	57.20
			Dental Insurance Premium	9.00
			Dental Insurance Premium	9.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	287.00
			Health Insurance Contribut	1,162.32
			Health Insurance Contribut	1,162.32
			Health Insurance Contribut	623.60
			Health Insurance Contribut	623.60
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	8.80
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	2.00
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		AMEREN MISSOURI	LCF RD WELL 12/7-1/10/24	12.16
			LCF RUNWAY LTS 11/27-12/28	36.33
			AP FIREHOUSE 11/27-12/28/2	33.55
			KAISER TRMNL BLDG 12/7-1/1	264.77
			LCF HANGAR 2 12/7/23-1/10/	24.67
			LCF NEW AP HANGAR 12/7-1/1	95.64
		INTERNAL REVENUE SERVICE	FICA	364.08
			Medicare	85.14
		MISSIONSQUARE RETIREMENT	Retirement 401%	81.12
			Retirement 401	354.67
		AT&T MOBILITY-CELLS	LCF AP CELL PHONES	23.80
		WEX INC	LCF FUEL	38.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.78
			Group Dependent Life Ins	2.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	15.78
			Group Life Ins and Buy Up	6.16
			Group Life Ins and Buy Up	6.16
			Short Term Disability Ins	26.64
			Short Term Disability Ins	26.64
		OPTUM BANK INC	HSA Contribution	37.50
			HSA Family/Dep. Contributi	195.00
			TOTAL:	6,057.49
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	52.80
			Dental Insurance Premiums	52.80
			Health Insurance Contribut	108.57
			Health Insurance Contribut	108.57
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		MO DEPT OF REVENUE	GG SALES TAX	65.92
			State Withholding	57.60
		INTERNAL REVENUE SERVICE	Fed WH	273.96
			FICA	243.43
			Medicare	56.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LEGALSHIELD	Pre-Paid Legal Premiums	14.16
			Pre-Paid Legal Premiums	14.16
		MISSIONSQUARE RETIREMENT	Retirement 457 &	13.42
			Retirement 457	30.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	32.26
			American Fidelity	32.26
			American Fidelity	9.96
			American Fidelity	9.96
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>55.00</u>
			TOTAL:	1,244.17
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	957 AIRPORT RD 11/27-12/26	42.24
		MIDWEST PUBLIC RISK	Health Insurance Contribut	683.00
			Health Insurance Contribut	683.00
			Dental Insurance Premiums	52.80
			Dental Insurance Premiums	52.80
			Health Insurance Contribut	1,017.03
			Health Insurance Contribut	1,017.03
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	2.20
			Vision Insurance Contribut	4.00
			Vision Insurance Contribut	4.00
		AMEREN MISSOURI	GG AP HANGAR 11/27-12/28/2	49.90
			GG TBLC EXT D 11/27-12/28/	320.30
			GG AP SHOP 11/27-12/28/23	43.35
			957 AIRPORT RD 11/27-12/28	13.11
			GG AP TBLC EXT D 11/27-12/	29.49
			GG AP HANGAR 11/27-12/28/2	14.95
			GG AP SLEEPY 11/27-12/28/2	164.84
		INTERNAL REVENUE SERVICE	FICA	243.43
			Medicare	56.94
		MISSIONSQUARE RETIREMENT	Retirement 401k	49.24
			Retirement 401	246.23
		LOWE'S	BATTERIES & WORK LIGHTS	129.06
		AT&T MOBILITY-CELLS	GG AP CELL PHONES	23.80
		WEX INC	GG FUEL	78.53
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.57
			Group Dependent Life Ins	2.57
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	5.26
			Group Life Ins and Buy Up	9.49
			Group Life Ins and Buy Up	9.49
			Short Term Disability Ins	17.76
			Short Term Disability Ins	17.76
		OPTUM BANK INC	HSA Family/Dep. Contributi	<u>105.00</u>
			TOTAL:	5,198.63

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====

10	General Fund	152,083.90
20	Transportation	19,636.15
30	Water Fund	28,620.97
35	Sewer Fund	33,957.53
40	Ambulance Fund	15,133.48
45	Lee C. Fine Airport Fund	9,460.26
47	Grand Glaize Airport Fund	6,442.80

GRAND TOTAL:		265,335.09
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TOTAL PAGES: 16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Clerk	General Fund	LAKE SUN LEADER 81525 & 1586450	2023 ANNUAL COMPLIANCE REP	<u>620.00</u>
			TOTAL:	620.00
City Treasurer	General Fund	MAPERS	2024 MAPERS DUES- K. BELL	<u>100.00</u>
			TOTAL:	100.00
Building Inspection	General Fund	CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	4.46
		STAPLES BUSINESS ADVANTAGE	FIRST AID KITS	<u>45.92</u>
			TOTAL:	50.38
Building Maintenance	General Fund	BUTLER SUPPLY CO	RECYCLED OLD LIGHT BULBS	132.93
			RECYCLED OLD LIGHT BULBS	14.75
		CINTAS CORPORATION	BLDG DEPT UNIFORM RENTAL	1.36
		STAPLES BUSINESS ADVANTAGE	URINAL SCREENS	55.16
			BATHROOM TOWELS & COFFEE	94.53
		AMERICAN TESTING & INSPECTION SERVICES	ANNUAL ELEVATOR INSPECTION	235.00
		NICK'S TRUE VALUE HARDWARE	PART- COUNTER TOP REPAIR	8.49
		DON SCHNIEDER EXCAVATING CO INC	CITY HALL IMPROV OB23-023	<u>19,207.85</u>
			TOTAL:	19,750.07
Parks	General Fund	O'REILLY AUTOMOTIVE STORES INC	DIESEL ADDITIVE- TRACTOR	23.99
		CULLIGAN LAKE OF THE OZARKS	WATER SOFTENER 1/1-1/31/24	106.50
		MAGRUDER LIMESTONE CO INC	1" MINUS & 1" CLEAN	1,251.97
		CINTAS CORPORATION	PARKS DEPT UNIFORM RENTAL	<u>3.50</u>
			TOTAL:	1,385.96
Overhead	General Fund	TYLER TECHNOLOGIES INC	OVREHEAD INSITE TRANSACTN F	<u>172.50</u>
			TOTAL:	172.50
Police	General Fund	PURCELL TIRE & RUBBER CO	TIRE LEAK REPAIR- PD 19	18.94
		LEON UNIFORM CO INC	UNIFORM PANTS- SCHWENN	258.00
		INTERNATIONAL ASSOC OF CHIEFS OF POLIC	2024 IACP MEMBERSHIP-O'DAY	340.00
		O'REILLY AUTOMOTIVE STORES INC	WIPER FLUID	19.74
		PSE INSTALLATION	PARTS TO REPAIR PD 26	355.00
			LABOR TO REPAIR PD 26	600.00
		LAKE OF THE OZARKS MAJOR CASE SQUAD	2024 MAJOR CASE SQUAD DUES	200.00
		HEDRICK MOTIV WERKS LLC	OIL CHANGE- PD 29	90.00
			OIL CHNG & AXLE REPAIR- PD	162.50
		STAPLES BUSINESS ADVANTAGE	COPY PAPER	38.31
			HARD DRIVE	<u>66.42</u>
			TOTAL:	2,148.91
911 Center	General Fund	MO STATE HWY PATROL INFO & COMM TECH D	MULES CHARGES JAN-MAR 2024	210.00
		NELSON SYSTEMS INC	2024 NELSON SYSTEM SUPPORT	6,342.16
			2024 AIS P25 MANDATORY UPG	<u>7,246.25</u>
			TOTAL:	13,798.41
Information Technology	General Fund	FORWARD SLASH TECHNOLOGY LLC	CORE SWITCH EXPANSION	<u>32,012.94</u>
			TOTAL:	32,012.94
Transportation	Transportation	ECONO SIGNS & BARRICADE LLC	BLACK VINYL- MAKING SIGNS	312.11
		O'REILLY AUTOMOTIVE STORES INC	REPAIR KIT- VAN	8.19
			OIL FLTR & PLIERS-TRKS #75	57.84
		CROWN POWER & EQUIPMENT	BATTERY- KUBOTA #57	174.68
			FLTRS & OIL-TRKS 40,75,95	622.16
			RADIO- TRK #57	239.58

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		COMFORT CARE	PW HEAT SYSTEM ASSESSMENT	45.00
		MAGRUDER LIMESTONE CO INC	1" MINUS	721.87
			1" MINUS	375.79
		CINTAS CORPORATION	TRANSPO DEPT UNIFORM RENTA	3.33
			TRANS DEPT UNIFORMS	138.66
			TRANS DEPT FLOOR MATS	12.25
			TRANS DEPT UNIFORMS	138.66
			TRANS DEPT FLOOR MATS	12.25
		MEYER ELECTRIC CO INC	SIGNAL WORK- DIERBERGS	337.50
		MILLER AUTO SUPPLY	FUEL FILTER- SKID STEER #9	83.99
			FLTRS,MTR OIL-BIGGER EQUIP	344.96
		AMAZON CAPITAL SERVICES INC	TRSH BAGS,COFFEE,CUPS,CREA	128.18
			PLASMA CUTTER	2,340.00
			TAPE FOR SIGN MAKING	121.99
			LABEL PRINTER	14.79
		NICK'S TRUE VALUE HARDWARE	GALVANIZED PARTS- SHOP HEA	17.97
			PARTS- SHOP HEATER	31.55
			SPACE HEATER- SIGNAL BOXES	89.97
			SPACE HEATER- SIGNAL BOXES	89.97
			SPACE HEATER- SIGNAL BOXES	29.99
		CUSTOM PRODUCTS CORPORATION	BLANK ALUMINUM SIGNS	<u>269.58</u>
			TOTAL:	6,762.81
Water	Water Fund	TYLER TECHNOLOGIES INC	WATER INSITE TRANSACTION F	3,072.00
		O'REILLY AUTOMOTIVE STORES INC	HEADLIGHT BULB & OIL	37.75
			IMPACT ADAPTERS	19.98
			TORQUE WRENCHES	85.98
		CORE & MAIN LP	16" MEGA LUGS & T BOLTS	4,563.28
			ALL PURPOSE BLADES	1,951.70
			HYMAX COUPLERS	11,080.32
			MUELLER SEAT EARS	2,641.80
			PARTS- BUCK LANE EXTENSION	262.32
			METER LID- IMAGING CENTER	85.85
		SUBSURFACE SOLUTIONS	METAL DETECTOR	938.44
		COMFORT CARE	PW HEAT SYSTEM ASSESSMENT	45.00
		CINTAS CORPORATION	WATER DEPT UNIFORM RENTAL	3.48
			WATER DEPT UNIFORMS	152.52
			WATER DEPT FLOOR MATS	12.24
			WATER DEPT UNIFORMS	152.52
			WATER DEPT FLOOR MATS	12.24
		AMAZON CAPITAL SERVICES INC	TRSH BAGS,COFFEE,CUPS,CREA	128.17
			LABEL PRINTER	14.79
		SHORT ELLIOTT HENDRICKSON INC	WATER TRTMNT PILOT STUDY	<u>447.52</u>
			TOTAL:	25,707.90
Sewer	Sewer Fund	PURCELL TIRE & RUBBER CO	TIRE REPAIR- TRK 74	323.97
		RP LUMBER INC	LUMBER- SEWER SHELVING	499.20
			SCREWS- SEWER SHELVING	5.99
			LUMBER & BRACES-SWR SHELVI	98.17
			LUMBER & TIE DOWN STRAPS	49.83
		HORNER & SHIFRIN INC	OB TL03 IMPROV-MARGARITAVI	3,225.00
		TYLER TECHNOLOGIES INC	SEWER INSITE TRANSACTION F	3,362.00
		O'REILLY AUTOMOTIVE STORES INC	WIPER BLADES- 2004 JEEP	25.58
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	DEC MONTHLY FLOWS	40,558.06
		BUTLER SUPPLY CO	FUSES FOR STOCK	232.20
		CORE & MAIN LP	VALVE STACK	155.44

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PARTS- ROCKWAY REPLUMB	3,062.93
			NITRILE GLOVES	44.44
			LIQUID DYE	43.46
		COMFORT CARE	PW HEAT SYSTEM ASSESSMENT	45.00
		MAGRUDER LIMESTONE CO INC	1" MINUS-HWY 54 LINE BREAK	560.63
		CINTAS CORPORATION	SEWER DEPT UNIFORM RENTAL	1.23
			SEWER DEPT UNIFORMS	209.34
			SEWER DEPT FLOOR MATS	12.25
			SEWER DEPT UNIFORMS	214.99
			SEWER DEPT FLOOR MATS	12.25
		LO ENVIRONMENTAL LLC	WATER WASTE SAMPLES	120.00
		AMAZON CAPITAL SERVICES INC	TRSH BAGS,COFFEE,CUPS,CREA	128.18
			LABEL PRINTER	14.80
		REEVES-WIEDEMAN COMPANY	NIPPLES & FITTINGS-304 SS	1,609.00
			CONDUIT NUT WRENCH	26.95
		NICK'S TRUE VALUE HARDWARE	RAFTER SQUARE	19.99
		CORRO-TECH CT INDUSTRIAL PRODUCTS	AIR MONITOR	990.00
			MAINTENANCE PROGRAM	<u>2,472.06</u>
			TOTAL:	58,122.94
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	LCF EQUIP CHRG & SATELLITE	60.00
		HEDRICK MOTIV WERKS LLC	TRANSMISSN & WHEEL BRNG RE	406.62
		CINTAS CORPORATION	LCF UNIFORM RENTAL	9.79
		DBT TRANSPORTATION SERVICES LLC	NAVAID MAINT 11/1/23-1/31/	2,935.50
		3:16 EXTERIORS	LCF ROOF REPLCMNTS OB23-02	<u>3,313.85</u>
			TOTAL:	6,725.76
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	GG EQUIP CHRG & SATELLITE	46.00
		CINTAS CORPORATION	GG UNIFORM RENTAL	3.97
		NICK'S TRUE VALUE HARDWARE	FIBERGLASS INSULTN,CORNER	<u>16.98</u>
			TOTAL:	66.95
===== FUND TOTALS =====				
10	General Fund			70,039.17
20	Transportation			6,762.81
30	Water Fund			25,707.90
35	Sewer Fund			58,122.94
45	Lee C. Fine Airport Fund			6,725.76
47	Grand Glaize Airport Fund			66.95

	GRAND TOTAL:			167,425.53

TOTAL PAGES: 3

City of Osage Beach

Agenda Item Summary

Date of Meeting: February 1, 2024
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:

Bill 24-02 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 135 Finance and Purchasing; Section 135.040 Purchasing and Procurement-Competitive Bidding, Section 135.050 Purchasing and Competitive Proposals, 135.070 Purchasing and Competitive Purchasing/Sole Source Procurement/Emergency Purchases.
Second Reading

Requested Action:

Second Reading of Bill #24-02

Ordinance Referenced for Action:

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

Deadline for Action:

Not Applicable

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

Not Applicable

City Attorney Comments:

Per City Code 110.230, Bill 24-02 is in correct form.

City Administrator Comments:

The First Reading was read and approved, with amendments requested for Second Reading, on January 18, 2024. Changes to the sections noted were drafted by Alderman Rucker. I concur with the recommendations.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 135 FINANCE AND PURCHASING; SECTION 135.040 PURCHASING AND PROCUREMENT—COMPETITIVE BIDDING, SECTION 135.050 PURCHASING AND PROCUREMENT — COMPETITIVE PROPOSALS, SECTION 135.070 PURCHASING AND PROCUREMENT — COOPERATIVE PURCHASING/SOLE SOURCE PROCUREMENT/EMERGENCY PURCHASES.

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

Section is 1: The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates with amendments as set forth below with new material set out in red and deleted material struck as follows:

f

Section 135.040 Purchasing and Procurement — Competitive Bidding.

D. Formal Bidding.

1. *Formal.* Purchases and contracts equal to or greater than twenty-five thousand and one dollars (\$25,001.00) shall be approved by the Board of Aldermen under the following guidelines: **[Ord. No. 21.34, 7-1-2021]**
 - a. *Bidding method.* Purchases and contracts shall be procured through formal competitive sealed bidding procedures unless it is determined, in writing, by the City Administrator or his/her designee that this method is not practical. Factors for this determination include:
 - (1) Specifications of the bid can be prepared to permit the award ~~on the basis of~~ **based on** either the lowest or the lowest evaluated bid price(s); and/or
- f. *Non-responsive and unacceptable bids.*
 - (1) The City ~~Board of Aldermen~~ **Board of Aldermen** may reject any bid which is materially non-responsive to the requirements set forth in the formal bid specifications.
 - (2) The City ~~Administrator~~ **Board of Aldermen** may re-solicit bids if bids received ~~as a result of~~ **because of** a solicitation for bids ~~are not acceptable for any reason.~~ **failed to conform with the specifications or submittal requirements, or it is determined total cost or line items costs are materially unreasonable.** Such re-solicitation shall not be for the purpose of directing the award to particular bidder.

Section 135.050 Purchasing and Procurement — Competitive Proposals.

B. Conditions For Use.

1. *Request for Qualifications (RFQ).* RFQs may be used in lieu of competitive bidding procedures where it is necessary to demonstrate competence and qualifications for the type of services required. Price shall not be a factor in determining the best proposal. The City Administrator or his/her designee shall negotiate these contracts ~~on the basis of~~ **based on** predetermined criteria as outlined in Section 8.285 to 8.291, RSMo.

H. *Non-Responsive And Unacceptable Proposals.*

1. The ~~City~~ **Board of Aldermen** may reject any proposal which is materially non-responsive to the requirements set forth in the formal specifications.
2. The ~~City Administrator~~ **Board of Aldermen** may re-solicit proposals if proposals received ~~as a result of~~ **because of** a solicitation are not acceptable for any reason. Such re-solicitation shall not be for the purpose of directing the award to a particular proposer.

Section 135.070 **Purchasing and Procurement — Cooperative Purchasing/Sole Source Procurement/Emergency Purchases.**

A. *Cooperative Purchasing.* It is the goal of the City to participate in the cooperative procurement program with the State of Missouri, the County of Camden and/or Miller, or other governmental body. In lieu of purchasing requirements set out in this Chapter, purchasing may be authorized based on bids received by another governmental entity, ~~provided that~~ **if** all of the following criteria are met:

1. The other governmental entity must have competitively bid the purchase using procedures which are substantially ~~similar to~~ **like** the procedures which would have been required by this Chapter had the City of Osage Beach bid the purchase itself.

C. *Emergency Purchases.*

C. *Emergency Purchases.* [Ord. No. 21.34, 7-1-2021]

1. *Defined.* An emergency is a disaster declared by the Mayor or when a breakdown in machinery or equipment or termination of essential services that may vitally affect the health, safety, or welfare of the employees or the public.
2. *Authority And Responsibilities.* The approval authority is set forth as follows:
 - a. City Administrator. Approval of emergency purchases equal to or less than fifty thousand dollars (\$50,000.00).
 - b. **The Mayor. Approval of emergency purchases greater than \$50,001.00 and less than seventy five thousand dollars. (\$75,000.00)**
 - c. Board of Aldermen. City Administrator or his/her designee shall obtain approval of emergency purchases equal to or greater than **fifty seventy five thousand** and one dollars ~~(\$50,001.00)~~ **(\$75,001.00)** at the next Board of Aldermen meeting, if time permits, or by means of a concentrated effort to poll the Board of Aldermen to obtain an agreement of the majority.
3. **Reporting. All emergency purchases shall be reported at the next Board of Alderman meeting and include the vendor's name, amount of purchase/contract and date of award. A description of the event creating the emergency and the vote tabulation reporting each alderman's vote and the method it was taken.**

Section 2. Severability

The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared

unconstitutional or otherwise invalid by the valid judgment or degree of any Court of any competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the same would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

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

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

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.24.02 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No.24.02.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: February 1, 2024
Originator: Todd Davis, Police Chief
Presenter: Todd Davis, Police Chief

Agenda Item:

Bill 24-05 - An ordinance of the City of Osage Beach, Missouri, amending Chapter 390: Section 390.010 Definitions; Section 390.030 Prohibited Operation of a Golf Cart; Section 390.040 Requirements for Operating a Recreational Off-Highway Vehicle or Utility Vehicle on City Streets, Roads or Alleyways within City; Section 390.070 Prohibited Operation in a Recreational Off-Highway Vehicle or Utility Vehicle of the City Code for various purposes as set forth. *First Reading*

Requested Action:

First Reading of Bill #24-05

Ordinance Referenced for Action:

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

Deadline for Action:

None

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

The proposed changes included in this ordinance are those topics discussed during the discussion item at the January 4, 2024, Board of Alderman Meeting. The main change to this ordinance would allow Recreational Off-Highway and Utility Vehicles to be allowed to operate on roadways within Osage Beach with a posted speed limit of 45 mph or less. Golf Carts would still be limited to roadways with a speed limit of 30 mph or less. Golf Carts, Recreational Off-Highway and Utility vehicles will all be prohibited from Highway 54. Seatbelts will be required for Recreational Off-Highway and Utility Vehicles.

City Attorney Comments:

Per City Code 110.230, Bill 24-05 is in correct form.

City Administrator Comments:

Following discussion at the January 3, 2024 Board of Aldermen meeting, the following ordinance was drafted by the Police Chief. I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING CHAPTER 390: SECTION 390.010 DEFINITIONS; SECTION 390.030 PROHIBITED OPERATION OF A GOLF CART; SECTION 390.040 REQUIREMENTS FOR OPERATING A RECREATIONAL OFF-HIGHWAY VEHICLE OR UTILITY VEHICLE ON CITY STREETS, ROADS OR ALLEYWAYS WITHIN THE CITY; SECTION 390.070 PROHIBITED OPERATION IN A RECTIONAL OFF-HIGHWAY VEHICLE OR UTILITY VEHICLE OF THE CITY CODE FOR VARIOUS PURPOSES AS SET FORTH.

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

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

Section 390.010 **Definitions.**

As used in this Chapter, the following terms shall have the meanings indicated:

GOLF CART

1. A motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty (20) miles per hour. (304.034, RSMo.)
2. Golf carts operated on City streets shall conform to the following safety standards:
 - a. Headlamps when operating between sunset and sunrise.
 - b. Taillamps when operating between sunset and sunrise.
 - c. Reflex reflectors: one (1) red on each side as far to the rear as practicable, and one (1) red on the rear.
 - d. An exterior mirror mounted on the driver's side of the vehicle or an interior mirror.
 - e. A parking brake.
 - f. A horn or alert sound mechanism.
 - g. A bicycle safety flag, which extends not less than seven (7) feet above the ground, attached to the rear of the vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty (30) square inches and shall be day glow in color.

RECREATIONAL OFF-HIGHWAY VEHICLE

1. Any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty (50) inches but no more than eighty (80) inches in width, measured from the outside of tire rim to outside of tire rim, with an unladen dry weight of three thousand five hundred (3500) pounds or less, traveling on four or more non-highway tires and which may have access to ATV trails.

2. Recreation Off-Highway Vehicles operated on City streets shall conform to the following safety standards:
 - a. Headlamps when operating between sunset and sunrise.
 - b. Taillamps when operating between sunset and sunrise.
 - c. Reflex reflectors: one (1) red on each side as far to the rear as practicable, and one (1) red on the rear.
 - d. An exterior mirror mounted on the driver's side of the vehicle or an interior mirror.
 - e. Seat belts for all occupants.
 - f. A parking brake.
 - g. A horn or alert sound mechanism.
 - h. A bicycle safety flag, which extends not less than seven (7) feet above the ground, attached to the rear of the vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty (30) square inches and shall be dayglow in color.

UTILITY VEHICLE

1. Any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty (50) inches but no more than ~~sixty-seven (67)~~ **eighty (80)** inches in width, **measured from outside of tire rim to outside of tire rim**, with an unladen dry weight of ~~two thousand (2,000)~~ **three thousand five hundred (3500)** pounds or less, traveling on four (4) or six (6) wheels, to be used primarily for landscaping, lawn care, or maintenance purposes.
2. Utility vehicles operated on City streets shall conform to the following safety standards:
 - a. Headlamps when operating between sunset and sunrise.
 - b. Taillamps when operating between sunset and sunrise.
 - c. Reflex reflectors: one (1) red on each side as far to the rear as practicable, and one (1) red on the rear.
 - d. An exterior mirror mounted on the driver's side of the vehicle or an interior mirror.
 - e. Seatbelts for all occupants.**
 - f. A parking brake.
 - g. A horn or alert sound mechanism.
 - h. A bicycle safety flag, which extends not less than seven (7) feet above the ground, attached to the rear of the vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty (30) square inches and shall be dayglow in color.

Section 390.030 Prohibited Operation Of A Golf Cart.

- A. No individual operating a golf cart shall:
 - 1. Operate any golf cart on any roadway with a speed limit posted above thirty (30) miles per hour.
 - 2. Operate the golf cart in a careless or imprudent manner so as to endanger any person or property of any person.
 - 3. Operate the golf cart while under the influence of alcohol or a controlled substance.
 - 4. Operate the golf cart on any Federal, State or county highways, except to cross.
 - 5. No golf cart shall cross any Federal, State highway, or City street at an intersection where the highway being crossed has a posted speed limit of more than forty-five (45) miles per hour.
- B. Golf carts are prohibited on the following City streets:
 - 1. Nichols Road between Osage Beach Parkway and Dude Ranch Road.
 - 2. Passover Road between Osage Beach Parkway and Parkwood Circle.
 - 3. ~~Bluff Drive between Osage Beach Parkway and Sunset Drive.~~

Section 390.040 Requirements For Operating A Recreational Off-Highway Vehicle or Utility Vehicle On City Streets, Roads Or Alleyways Within The City.

- A. No person shall operate a recreational off-highway vehicle or utility vehicle upon any City street unless all the following criteria are met:
 - 1. The recreational off-highway vehicle or utility vehicle shall be properly equipped pursuant to City Ordinance Section **390.010**.
 - 2. Any individual operating a recreational off-highway vehicle or utility vehicle shall have a valid operator's or chauffeur's license.
 - 3. The recreational off-highway vehicle or utility vehicle shall be operated at a speed of equal to or less than the posted speed limit.
 - 4. The operator of the recreational off-highway vehicle or utility vehicle shall use hand signals when executing turns/stops, unless the utility vehicle is equipped with turn signals and stop lamps.
 - 5. Every operator of the recreational off-highway vehicle or utility vehicle shall maintain financial responsibility on such recreational off-highway vehicle or utility vehicle as required by Chapter 303, RSMo., if the recreational off-highway vehicle or utility vehicle is operated on City streets.
- B. No person shall operate a recreational off-highway vehicle or utility vehicle on City streets during any period when his or her operator's license is suspended or revoked.
- C. No person shall operate a recreational off-highway vehicle or utility vehicle on City streets

between sunset and sunrise unless the utility vehicle is equipped with headlamps and taillamps.

Section 390.070 Prohibited Operation In A Recreational Off-Highway Vehicle or Utility Vehicle.

A. No individual operating a utility vehicle shall:

1. Operate any utility vehicle on any roadway with a speed limit posted above ~~thirty (30)~~ **forty-five (45)** miles per hour.
2. Operate the **recreational off-highway vehicle or** utility vehicle in a careless or imprudent manner so as to endanger any person or property of any person.
3. Operate the **recreational off-highway vehicle or** utility vehicle while under the influence of alcohol or a controlled substance.
4. Operate the **recreational off-highway vehicle or** utility vehicle on any Federal, State or county highways, except to cross.
5. No **recreational off-highway vehicle or** utility vehicle shall cross any Federal, State highway, or City street at an intersection where the highway being crossed has a posted speed limit of more than forty-five (45) miles per hour.

B. **Recreational Off-Highway Vehicles and** Utility vehicles are prohibited on the following **State Highways or** City streets:

1. **U.S. Highway 54** ~~Nichols Road between Osage Beach Parkway and Dude Ranch Road.~~
2. ~~Passover Road between Osage Beach Parkway and Parkwood Circle.~~
3. ~~Bluff Drive between Osage Beach Parkway and Sunset Drive.~~

Section 2. Severability

The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or degree of any Court of any competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the same would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

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

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

as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that Ordinance No.24.05 was duly passed on, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No.24.05.

Michael Harmison, Mayor

Date

Tara Berreth, City Clerk

Chapter 390

Golf Carts, Recreational Off-Highway Vehicles and Utility Vehicles

Section 390.010 **Definitions.**
[Ord. No. 20.42, 8-20-2020]

As used in this Chapter, the following terms shall have the meanings indicated:

GOLF CART

1. A motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty (20) miles per hour. (304.034, RSMo.)
2. Golf carts operated on City streets shall conform to the following safety standards:
 - a. Headlamps when operating between sunset and sunrise.
 - b. Taillamps when operating between sunset and sunrise.
 - c. Reflex reflectors: one (1) red on each side as far to the rear as practicable, and one (1) red on the rear.
 - d. An exterior mirror mounted on the driver's side of the vehicle or an interior mirror.
 - e. A parking brake.
 - f. A horn or alert sound mechanism.
 - g. A bicycle safety flag, which extends not less than seven (7) feet above the ground, attached to the rear of the vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty (30) square inches and shall be day glow in color.

RECREATIONAL OFF-HIGHWAY VEHICLE

1. Any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty (50) inches but no more than eighty (80) inches in width, measured from the outside of tire rim to outside of tire rim, with an unladen dry weight of three thousand five hundred (3500) pounds or less, traveling on four or more non-highway tires and which may have access to ATV trails.
2. Recreation Off-Highway Vehicles operated on City streets shall conform to the following safety standards:
 - a. Headlamps when operating between sunset and sunrise.
 - b. Taillamps when operating between sunset and sunrise.
 - c. Reflex reflectors: one (1) red on each side as far to the rear as practicable, and one (1) red on the rear.

- d. An exterior mirror mounted on the driver's side of the vehicle or an interior mirror.
- e. Seat belts for all occupants.
- f. A parking brake.
- g. A horn or alert sound mechanism.
- h. A bicycle safety flag, which extends not less than seven (7) feet above the ground, attached to the rear of the vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty (30) square inches and shall be dayglow in color.

UTILITY VEHICLE

1. Any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty (50) inches but no more than ~~sixty-seven (67)~~ **eighty (80)** inches in width, **measured from outside of tire rim to outside of tire rim**, with an unladen dry weight of ~~two thousand (2,000)~~ **three thousand five hundred (3500)** pounds or less, traveling on four (4) or six (6) wheels, to be used primarily for landscaping, lawn care, or maintenance purposes.
2. Utility vehicles operated on City streets shall conform to the following safety standards:
 - a. Headlamps when operating between sunset and sunrise.
 - b. Taillamps when operating between sunset and sunrise.
 - c. Reflex reflectors: one (1) red on each side as far to the rear as practicable, and one (1) red on the rear.
 - d. An exterior mirror mounted on the driver's side of the vehicle or an interior mirror.
 - e. **Seatbelts for all occupants.**
 - f. A parking brake.
 - g. A horn or alert sound mechanism.
 - h. A bicycle safety flag, which extends not less than seven (7) feet above the ground, attached to the rear of the vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty (30) square inches and shall be dayglow in color.

Section 390.020 Requirements For Operating Golf Carts On City Streets, Roads Or Alleyways Within The City. [Ord. No. 20.42, 8-20-2020]

- A. No person shall operate a golf cart upon any City street unless all the following criteria are met:
 1. The golf cart shall be properly equipped pursuant to City ordinance, Section **390.010**.
 2. Any individual operating a golf cart shall have a valid operator's or chauffeur's license.
 3. The golf cart shall be operated at a speed of no more than twenty (20) miles per hour.
 4. The operator of the golf cart shall use hand signals when executing turns/stops, unless the golf

cart is equipped with turn signals and stop lamps.

5. Every operator of a golf cart shall maintain financial responsibility on such golf cart as required by Chapter 303, RSMo., if the golf cart is operated on City Streets.
- B. No person shall operate a golf cart on City streets during any period when his or her operator's license is suspended or revoked.
- C. No person shall operate a golf cart on City streets between sunset and sunrise unless the golf cart is equipped with headlamps and taillamps.

Section 390.030 Prohibited Operation Of A Golf Cart.
[Ord. No. 20.42, 8-20-2020]

- A. No individual operating a golf cart shall:
 1. Operate any golf cart on any roadway with a speed limit posted above thirty (30) miles per hour.
 2. Operate the golf cart in a careless or imprudent manner so as to endanger any person or property of any person.
 3. Operate the golf cart while under the influence of alcohol or a controlled substance.
 4. Operate the golf cart on any Federal, State or county highways, except to cross.
 5. No golf cart shall cross any Federal, State highway, or City street at an intersection where the highway being crossed has a posted speed limit of more than forty-five (45) miles per hour.
- B. Golf carts are prohibited on the following City streets:
 1. Nichols Road between Osage Beach Parkway and Dude Ranch Road.
 2. Passover Road between Osage Beach Parkway and Parkwood Circle.
 3. ~~Bluff Drive between Osage Beach Parkway and Sunset Drive.~~

Section 390.040 Requirements For Operating A **Recreational Off-Highway Vehicle or Utility Vehicle On City Streets, Roads Or Alleyways Within The City.**
[Ord. No. 20.42, 8-20-2020]

- A. No person shall operate a **recreational off-highway vehicle or** utility vehicle upon any City street unless all the following criteria are met:
 1. The **recreational off-highway vehicle or** utility vehicle shall be properly equipped pursuant to City Ordinance Section **390.010**.
 2. Any individual operating a **recreational off-highway vehicle or** utility vehicle shall have a valid operator's or chauffeur's license.
 3. The **recreational off-highway vehicle or** utility vehicle shall be operated at a speed of equal to or less than the posted speed limit.
 4. The operator of the **recreational off-highway vehicle or** utility vehicle shall use hand signals when executing turns/stops, unless the utility vehicle is equipped with turn signals and stop lamps.

5. Every operator of the **recreational off-highway vehicle or** utility vehicle shall maintain financial responsibility on such **recreational off-highway vehicle or** utility vehicle as required by Chapter 303, RSMo., if the **recreational off-highway vehicle or** utility vehicle is operated on City streets.
- B. No person shall operate a **recreational off-highway vehicle or** utility vehicle on City streets during any period when his or her operator's license is suspended or revoked.
- C. No person shall operate a **recreational off-highway vehicle or** utility vehicle on City streets between sunset and sunrise unless the utility vehicle is equipped with headlamps and taillamps.

Section 390.050 through Section 390.060. (Reserved)

Section 390.070 Prohibited Operation In A **Recreational Off-Highway Vehicle or Utility Vehicle.
[Ord. No. 20.42, 8-20-2020]**

- A. No individual operating a utility vehicle shall:
 1. Operate any utility vehicle on any roadway with a speed limit posted above ~~thirty (30)~~ **forty-five (45)** miles per hour.
 2. Operate the **recreational off-highway vehicle or** utility vehicle in a careless or imprudent manner so as to endanger any person or property of any person.
 3. Operate the **recreational off-highway vehicle or** utility vehicle while under the influence of alcohol or a controlled substance.
 4. Operate the **recreational off-highway vehicle or** utility vehicle on any Federal, State or county highways, except to cross.
 5. No **recreational off-highway vehicle or** utility vehicle shall cross any Federal, State highway, or City street at an intersection where the highway being crossed has a posted speed limit of more than forty-five (45) miles per hour.
- B. **Recreational Off-Highway Vehicles and** Utility vehicles are prohibited on the following **State Highways or** City streets:
 1. **U.S. Highway 54** ~~Nichols Road between Osage Beach Parkway and Dude Ranch Road.~~
 2. ~~Passover Road between Osage Beach Parkway and Parkwood Circle.~~
 3. ~~Bluff Drive between Osage Beach Parkway and Sunset Drive.~~

Section 390.080 (Reserved)

**Section 390.090 Violations And Penalties.
[Ord. No. 20.42, 8-20-2020]**

Any person who violates any provisions of this Chapter shall be punishable under Section **100.190** of the Municipal Code of the City of Osage Beach, Missouri.

City of Osage Beach

Agenda Item Summary

Date of Meeting: February 1, 2024
Originator: Todd Davis, Police Chief
Presenter: Todd Davis, Police Chief

Agenda Item:

Bill 24-06 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute an agreement with Omnigo Software, LLC for RMS and CAD software for the Police Department over a five-year period beginning in 2024 for an amount of not to exceed \$402,077.24. *First Reading*

Requested Action:

First Reading of Bill #24-06

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 - The current proposal has a "valid through" date of February 29, 2024.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 10-15-733610 Maintenance/Support Services

FY2024 Budgeted Amount: \$174,079.00

FY2024 Expenditures to Date (01/16/2024): (\$ 0)

FY2024 Available: \$174,079.00

FY2024 Requested Amount: \$71,326.98

Department Comments and Recommendation:

This is a five (5) year agreement with Omnigo Software, LLC for RMS (Record Management System) and CAD (Computer Aided Dispatching) services for the Police Department. Omnigo is the Police Department's current provider for these services, and we currently pay on a year-to-year basis. With paying on a year-to-year basis we see an annual cost increase of 10%. If we enter into this agreement with Omnigo, we will see an immediate savings of \$6056.52 from what we paid in 2023. In years 2 - 5 we

will see an approximate 6% increase annually vs. the 10% annually that we have seen over the past several years.

The annual costs are as follows:

2024 - \$71,326.98
2025 - \$75,606.79
2026 - \$80,143.19
2027 - \$84,951.52
2028 - \$90,048.76
Total - \$402,077.24

The City Attorney has reviewed the Omnigo Master Subscription Agreement and he approves.

The Police Department recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 24-06 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

BILL NO. 24-06

ORDINANCE NO. 24.06

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH OMNIGO SOFTWARE, LLC FOR RMS AND CAD SOFTWARE FOR THE POLICE DEPARTMENT OVER A FIVE-YEAR PERIOD BEGINNING IN 2024 FOR AN AMOUNT NOT TO EXCEED \$402,077.24

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a Software Contract with Omnigo Software, LLC., under substantially the same or similar terms and conditions as set forth in "Exhibit A".

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Four Hundred and Two Thousand, Seventy Dollars and Twenty-Four Cents. (\$402,077.24)

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

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 24.06 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.06

Date

Michael Harmison, Mayor

ATTEST:

Tara Berreth, City Clerk



Omnigo Master Subscription Agreement



Omnigo's public safety, incident reporting, and security management software enables people across many industries and professions to make their worlds more secure.

The following Master Subscription Agreement is the basis for our relationship with our customers. We aim for excellence in all we do, transparency in our operation, and fairness in all our relationships.

1. Definitions

In addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings defined below:

- a. **“Software”** means the software products and associated documentation licensed to Customer as set forth in the Order Form.
- b. **“User”** means Customer’s employees who have been granted access (at one or more computer terminals) to the Software, as well third-party consultants who use the Software on Customer’s behalf and have executed confidentiality agreements with Customer or are otherwise subject to confidentiality obligations that are at least as protective of Omnigo’s Confidential Information as the provisions of this Agreement, and have agreed to abide by all the terms and conditions of this Agreement and the Order Form. Customer agrees that it is responsible to Omnigo for all use of the Software by Users.
- c. **“Customer Data”** means all data that is supplied by or on behalf of Customer to Omnigo in connection with, or for the use of, the Software.
- d. **“Maintenance Release”** means any update, upgrade, release, or other adaptation or modification of the Software, including any associated documentation, that Omnigo may provide to Customer from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Software, but does not include any New Version. Maintenance Releases may also modify or delete in their entirety certain features and functionality.
- e. **“New Version”** means any new version of the Software that Omnigo may from time to time introduce and market generally as a distinct licensed product (as may be indicated by Omnigo’s designation of a new version number), and which Omnigo may make available to Customer at an additional cost under a separate written agreement or an amendment to this Agreement.
- f. **“Order Form”** means a document referencing this Agreement that describes the specific Software and/or Solutions to be provided to Customer by Omnigo, applicable pricing, and other transaction-specific provisions that have been agreed upon by Omnigo and Customer.
- g. **“Initial Term”** means the term of the Solutions and/or Software licenses granted under this Agreement beginning on the Effective Date and ending as outlined in the Order Form.
- h. **“Renewal Term”** means the twelve (12) month period commencing on the expiry of the Initial Term and each successive twelve (12) month period thereafter (or such other period as is set out in an Order Form).
- i. **“Solutions”** collectively means the Support Services, Managed Services, Hardware, Custom Developed Services, and other solutions provided by Omnigo that are more

specifically outlined in an Order Form and are subject to the terms of this Agreement and the applicable Addendum.

j. **"Term"** means the Initial Term together with the Renewal Terms, if any.

2. Addenda

In addition to the terms set forth in this Agreement, the terms and conditions outlined in the Addenda selected below shall also apply to the Software and/or Solutions referenced in the applicable Order Form. Select the addenda to be included in this Agreement (those selected, individually, each an **"Addendum,"** and collectively, **"Addenda"**) from the following list:

- A. Support Services
- B. Managed Services
- C. Hardware
- D. Customer Developed Services

3. Software License Grant

Subject to and conditioned on Customer's compliance with all of the terms and conditions of this Agreement, including all applicable Addenda, Omnigo grants Customer a limited, non-exclusive, non-sublicensable, and non-transferable license during the Term to use the Software solely for Customer's internal business purposes. Omnigo reserves all rights not expressly granted to Customer in this Agreement. This is a license, not a sale of the Software or any copy of it, nor is it a waiver of any intellectual property rights of Omnigo. Except for the limited rights and licenses expressly granted under this Agreement, Customer acknowledges and agrees that nothing in this Agreement or the Order Form grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software. All rights not expressly granted herein shall be reserved to Omnigo.

4. Code of Conduct & Restrictions on Use

Customer shall not at any time, directly or indirectly, (a) use the Software (or allow others to do so) for any purpose beyond the scope of the license granted in this Agreement, or (b) use the Solutions in violation of the terms set forth in this Agreement. In particular, without limiting the foregoing, Customer shall not at any time:

- a. Copy, modify, or create derivative works of the Software or any Solutions, in whole or in part;
- b. Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or any Solutions;

- c. Reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;
- d. Engage in any unlawful or illegal use of the Software or any Solutions;
- e. Use the Software or any Solutions to engage in any unlawful or illegal activity;
- f. Engage in any activity that exploits, harms, or threatens minors;
- g. Use or publicly display the Software or any Solutions to share inappropriate content or material (e.g., pornography, graphic violence, etc.);
- h. Remove or alter any copyright notices or other proprietary legends or notices from the Software or associated documentation, or any Solutions;
- i. Circumvent any restrictions on access to or availability of the Software or any Solutions;
- j. Engage in activity that is harmful to Omnigo, the Software, any Solutions, or others (e.g., transmitting viruses, stalking, etc.);
- k. Use the Software or any Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right, privacy right, or other right of any person;
- l. Use the Software or any Solutions to collect, process, or provide to Omnigo any data that Customer does not have the rights to collect, process, or provide; or
- m. Assist others, directly or indirectly, in any of the foregoing activities.

5. Customer Obligations and Warranties

Customer acknowledges and agrees to each of the following:

- a. All pricing schedules and pricing terms shall be outlined in the Order Form.
 - (i) Customer may only decrease the number of Users or other Solutions outlined in the Order Form at the beginning of the next Term, provided notification is received by Omnigo at least sixty (60) days prior to the expiration of the then-current Term. If notification is not timely received by Omnigo, automatic renewal will occur based on the same number of Users. Customer acknowledges and agrees that any decrease in the number of Users or other factors on which the fees for the Software and Solutions are based will result in a reduction or elimination of any volume discounts or incentive pricing Customer received prior to such decrease.
 - (ii) Customer may increase the number of Users, Solutions, or add additional Solutions at any time during the Term. Unless otherwise requested and agreed, pricing for additional recurring Solutions shall be prorated to co-term with existing recurring Solutions so that the Software may be consolidated for future term billings.
- b. Customer Hardware. Customer understands: (i) the hardware requirements it must provide for the use of the Software and Solutions; (ii) the Software may not work properly if the minimum hardware specifications are not met; and (iii) hardware specifications may change because of regulatory and/or industry required software changes. Customer shall at all times during the Term set up, maintain, and operate in

good repair and in accordance with the hardware specifications all Customer hardware on or through which the Omnigo Software and Solutions are accessed or used; and provide Omnigo personnel with such access to Customer's premises and Customer hardware as is necessary for Omnigo to exercise its rights and perform its obligations under and in connection with this Agreement.

- c. **Use of Software.** Customer warrants that it will use the Software only to process Customer's own work and data and shall not process the work of any other entity or person without first obtaining the necessary additional licenses or written consent from Omnigo.
- d. **Speed of Software.** Customer warrants that it will take all reasonable steps to prevent any material degradation of the processing speed available to Users during business hours. Customer understands and accepts that network service, including wired, wireless, cellular, and satellite communication services, is provided by a third-party carrier (or carriers). Omnigo accepts no responsibility or liability for performance issues due to network-related disruption or malfunction.
- e. **Customer Security.** Customer is solely responsible for the security and compliance of the Software as installed or used on Customer or User devices. Customer warrants that it will provide and maintain security practices and software required to maintain reasonable security and compliance of Customer devices that hold or access Customer Data or on which the Software is installed or used, including, without limitation, risk assessment, security practices and policies, device encryption, malware protection, system updates, and any other applicable security measure required by law or regulation, industry standards that are commercially reasonable in the information technology industry, or common best practice.
- f. **Customer Data Integrity.** Customer shall ensure that Customer's use of all Customer Data is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation those related to data privacy, international communications and the exportation of technical or personal Data. Customer is solely responsible for the validity, integrity, accuracy, and completeness of all Customer Data entered into or processed by the Software, or provided by Customer to Omnigo, and Customer agrees that Omnigo may refuse to process any Customer Data that, in Omnigo's sole discretion: (i) is not of a quality or condition suitable for processing; (ii) does not comply with Omnigo's applicable standards and procedures; or (iii) is otherwise not in proper machine-readable form. Omnigo shall not be deemed responsible for any transactions or data processing that fails, or legal or regulatory compliance failures, due to the validity, integrity, accuracy, and completeness of the data.
- g. **Customer Data Consents and Notices.** Customer warrants that it has sufficient rights in the Customer Data to authorize Omnigo to host, copy, process, and transmit the Customer Data to provide, maintain, and improve the Software and Solutions during the

Term (as further set forth in Section 11), and that the Customer Data and its use hereunder will not violate or infringe the rights of any third party. Customer acknowledges that (i) it is Customer's sole responsibility to provide all notices and obtain all necessary licenses, consents, and permissions for all data provided by or on behalf of Customer and/or any User to Omnigo for the Omnigo Solutions and/or Software (including all Customer Data); and (ii) it is Customer's sole responsibility to use the Omnigo Solutions and Software in compliance with applicable laws and regulations.

- h. Authority to Sign. Customer warrants that the person signing this Agreement has the requisite authority to act on behalf of Customer, including the specific authority to bind Customer to this Agreement and all its terms and conditions.
- i. Non-Solicitation of Omnigo's Employees and Contractors. Customer agrees that during the Term of this Agreement and for a period of twelve (12) months after termination of this Agreement, it will not recruit or solicit, without Omnigo's prior written consent, any person then employed or engaged by Omnigo if such person became known to Customer through the relationship established pursuant to this Agreement. This prohibition will not apply to job opportunities posted on recruiting websites or in other publications in which Customer seeks to find candidates for open positions (absent direct solicitation and/or recruitment).

6. Maintenance Release and New Versions

- a. During the Term, Omnigo will provide Customer with all Maintenance Releases (including updated associated documentation) that Omnigo may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases provided by Omnigo to Customer are deemed Software and are subject to the terms of this Agreement. Customer agrees that Omnigo does not promise there will be a certain number of Maintenance Releases (or any Maintenance Releases) during a particular year and Omnigo has no obligation to continue to provide or enable any particular features or functionality. Customer will be notified via email or within the Software when Maintenance Releases are available and before any of the aforementioned changes to terms of service or updates to other Omnigo-supplied software and/or hardware take effect. Customer agrees to install Maintenance Releases promptly after receipt from Omnigo.
- b. Customer does not have any right under this Agreement to receive any New Versions of the Software that Omnigo may, in its sole discretion, release from time to time. Provided that Customer is in compliance with the terms and conditions of this Agreement, Customer may license any New Version at Omnigo's then-current list price and subject to a separate Order Form. Omnigo may, in its sole discretion, from time to time, change the terms of service or update other Omnigo-supplied software and/or hardware.

7. Invoicing and Payment

- a. Initial Payment and Invoicing. The First Invoice Total (as set forth in the applicable Order Form) is due within thirty (30) days from the invoice date or the Effective Date, whichever is earlier.
- b. Annual Fees. Unless otherwise set forth in the applicable Order Form, Omnigo invoices annually for all Software and Solutions. Annual Fees will be billed up to sixty (60) days prior to the anniversary of the Effective Date each year. All fees are due within thirty (30) days from the invoice date. Customer shall make all payments in US dollars.
- c. Fee Increases. Following the Initial Term, Omnigo may increase fees by sending Customer written notice of the change not later than thirty (30) days prior to the date such change becomes effective. In addition, Omnigo may increase fees at any time during the Term on an as-needed basis, if Omnigo incurs unforeseen cost increases greater than five percent (5%) to provide the Software or Solutions, by sending Customer written notice of the change not later than thirty (30) days prior to the date such change becomes effective.
- d. Delinquent Account. Customer hereby agrees that Omnigo has the right to suspend the Solutions, including the Software, without prior notice to Customer if Customer fails to pay an invoice when due. During the term of any such suspension, all amounts due under this Agreement shall continue to accrue and be due and payable according to this Agreement. Invoices not paid within sixty (60) calendar days of the date of the invoice shall entitle Omnigo to accelerate payment of all future sums due under the Agreement and such fees shall be immediately due and payable; if Customer's outstanding invoices are not paid in full within ten (10) calendar days thereafter, Omnigo may immediately terminate this Agreement, without incurring any obligation or liability to Customer or any other person by reason of such termination. Customer agrees that it shall be liable to Omnigo for all costs of collection of any delinquency, including collection agency fees, reasonable attorneys' fees, and court costs.
- e. Taxes. Omnigo's prices are quoted exclusive of all sales, use, or other taxes or similar assessments. Customer is responsible for all taxes, fees, duties, licenses, tariffs, and levies imposed upon the Software or Solutions by any federal, provincial, state, or local government or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Omnigo's income. Tribal customers may be exempt from taxes as per their agreements with the relevant government authorities. Customers are responsible for providing tax exempt documentation to Omnigo.

8. Audits

- a. Audit Procedure. Omnigo or its designee (including its accountants and auditors) may, in Omnigo's sole discretion, inspect and audit Customer's use of the Software and the

Solutions under this Agreement at any time during the Term and for two (2) years following the termination or earlier expiration of this Agreement to verify Customer's compliance with this Agreement and the Order Form. Customer shall make available all such books, records, hardware, information, and personnel, and provide all such cooperation and assistance, as may be requested by or on behalf of Omnigo with respect to such audit.

- b. Cost and Results of Audit. If the audit determines that Customer's use of the Software exceeded the usage permitted by this Agreement or the applicable Order Form, Customer shall pay to Omnigo all amounts due for such excess use of the Software and/or Solutions, plus interest on such amounts, at a rate of one and a half percent (1.5%) per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law. If the audit determines that such excess use equals or exceeds five percent (5%) of Customer's permitted level of use, Customer shall also pay to Omnigo all costs incurred by Omnigo in conducting the audit and promptly correct any non-compliance. Customer shall make all payments required under this Section 8(b) within fourteen (14) days of the date of written notification of the audit results.

9. Confidential Information

- a. During the Term, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information that would be reasonably understood to be confidential, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. Except as otherwise expressly permitted in writing by an authorized representative of the disclosing party, the receiving party agrees that it shall not use the Confidential Information of the disclosing party for any purpose other than the purpose for which the disclosing party disclosed the Confidential Information, or disclose or reveal the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, directors, officers, agents and consultants who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder, and are subject to legally binding obligations of confidentiality no less restrictive than those contained in this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise

necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. If a protective order or other remedy is not obtained as outlined in (i) above, or if the disclosing party waives in writing compliance with the terms hereof, then the receiving party shall furnish only that portion of the Confidential Information which the receiving party is advised by written opinion of counsel is legally required and to exercise reasonable efforts to obtain confidential treatment of such Confidential Information. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and shall apply during the term of this Agreement and for a period of one (1) year thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the expiration or termination of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

- b. Without limiting the foregoing, Customer acknowledges and agrees that the Software and associated documentation contain copyrighted and/or proprietary information of Omnigo and constitute valuable assets and trade secrets of Omnigo. Accordingly, Customer agrees to use the Software only in accordance with the terms and conditions of this Agreement. Customer must implement commercially reasonable procedures to ensure continued confidentiality, security, and protection of the Software and the associated documentation as required hereunder and to prevent unauthorized access thereto or use thereof by any of Customer's employees or any other entity. The provisions of this paragraph shall survive in perpetuity, notwithstanding any expiration or termination of the license granted hereunder or of this Agreement in whole or in part.

10. Intellectual Property Ownership

Customer acknowledges that, as between Customer and Omnigo, Omnigo owns, and shall at all times retain sole title to and ownership of, all right, title, and interest, including all intellectual property rights in and to, the Software, in all forms and all copies thereof including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks, and proprietary and confidential information rights associated with the Software except that any portion of the Software that is licensed from a third party shall remain owned by the applicable third party. Customer agrees to respect all applicable intellectual property rights, including patents, trademarks, copyrights, trade secrets, and licenses, pertaining to the Software, hardware, and services provided under this Agreement.

CUSTOMER SHALL INDEMNIFY OMNIGO, ITS AFFILIATES, DIRECTORS, OFFICERS,

AGENTS, AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND, INCLUDING EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY FEES, FOR DAMAGES TO ANY PERSON OR PROPERTY ARISING IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS PERTAINING TO CUSTOMER'S USE OF THE SOFTWARE AND SOLUTIONS PROVIDED UNDER THIS AGREEMENT.

11. Customer Data

- a. The Omnigo Solutions and Software allow Customer to store or share Customer Data. Omnigo does not claim ownership of Customer Data. Customer Data remains owned by Customer, and Customer is responsible for all Customer Data. The Omnigo Solutions and Software do not replace the need for Customer to maintain business continuity and disaster recovery procedures or redundant data archives. OMNIGO HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA. Customer hereby grants to Omnigo a limited and non-exclusive license to host, copy, process, and transmit Customer Data to provide, maintain, and improve the Software and Solutions during the Term. Notwithstanding the foregoing, Omnigo reserves the right to monitor usage and metrics and collect usage data (i.e., metadata) in any manner set forth in Section 12 below. To the extent necessary or desirable to provide services to Customer and others, to protect Customer and the Solutions, and to improve Solutions, Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data as are necessary or useful to Omnigo to enforce this Agreement and exercise Omnigo's rights and perform Omnigo's obligations hereunder. If Customer uses the Software and does not use Omnigo's Managed Services as set forth in Addendum B, then Customer is also solely responsible for regular data backups.
- b. Upon Customer's written request, Omnigo will return to Customer or destroy all Customer Data within a reasonable period of time, provided that Omnigo shall have the right to charge Customer with the cost of returning to Customer or destroying such Customer Data, including, but not limited to, the time incurred by Omnigo at its then-current time and materials rates and reasonable copying, courier, and other delivery expenses. Omnigo may retain Customer Data after the Term if such Customer Data needs to be retained for the purpose of actual or potential litigation or other record-keeping purposes, or is on back-up, archival storage tapes, or the like and is therefore not practical to return or destroy, provided that Omnigo will maintain Customer Data according to this Agreement. Omnigo will have no duty to maintain Customer Data and may destroy Customer Data within thirty (30) days after expiration or termination of this Agreement, unless Customer agrees to pay an annual maintenance fee for Omnigo's

ongoing storage of Customer Data, as set forth in the Support Services Addendum. Customer agrees that Omnigo will not be liable to Customer or any third party for any Customer Data deleted under this Section 11(b).

12. Aggregated and Benchmarking Data

Nothing in this Agreement shall limit Omnigo's ability to collect, use, and disclose Aggregated Data (defined below) for the purpose of monitoring the performance, operation, or security of the Software or monitoring, enhancing, and creating new services. Customer agrees that Omnigo may collect, use, and disclose data concerning and derived from Customer's use of the Software and Solutions, including Customer Data, for industry analysis, benchmarking, analytics, marketing, and other business purposes during and after the Term, provided that any such data collected, used, and disclosed for such purposes will be in aggregate form only and will not identify Customer, its Users, or any third parties utilizing the Software Solutions as the source of the data ("**Aggregated Data**") and Omnigo complies with all applicable laws in collecting, using, and disclosing such Aggregated Data. Aggregated Data shall not be considered Customer Data or Confidential Information of Customer. Moreover, Customer agrees to allow Omnigo to use Aggregated Data to compile benchmarking and usage data for research and development, including, but not limited to, operational, financial, and statistical data of Customer in order to provide comparative benchmarking services, decision support services, and predictive management services to Omnigo's customers and prospective customers, and for use in Omnigo's research and development of the Software. Customer grants Omnigo the right to collect and use such Aggregated Data for all such purposes..

13. Third-Party Apps, Services, or Integrations

Customer acknowledges and agrees that the Solutions may operate with or using applications or services operated or provided by third parties ("Third Party Services"). Omnigo is not responsible for the operation of such Third Party Services nor the availability or operation of the Solution to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services (including any Customer Data or other information relating thereto) and for complying with any applicable terms or conditions thereof. Omnigo does not make any representations or warranties with respect to Third Party Services. Any exchange of data or other interaction between Customer and Third Party Services is solely between Customer and such third party provider and is governed by such third party's terms and conditions.

14. Limited Warranty

- a. Omnigo warrants for a period of ninety (90) days after Customer initially receives the Software (the "Warranty Period") that the Software will perform under normal use substantially as described in the associated documentation. Customer's exclusive remedy and Omnigo's sole liability for Software that does not meet the warranty set forth in this Section 14 shall be at Omnigo's sole option and expense to repair or replace the non-conforming Software, provided, however that Customer promptly notifies Omnigo of the deficiency in writing within the applicable Warranty Period when the problem first occurs, and the Software has been demonstrated to be defective. Omnigo does not guarantee that all errors will be corrected.
- b. The warranties set forth in Section 14(a) do not apply and become null and void if Customer breaches any provision of this Agreement, or if Customer, any User, or any other person granted access to the Software by Customer, whether or not in violation of this Agreement: (i) installs or uses the Software on or in connection with any hardware or software not specified in the associated documentation or expressly authorized by Omnigo in writing; (ii) modifies or damages the Software; (iii) misuses the Software, including any use of the Software other than as specified in the associated documentation or expressly authorized by Omnigo in writing; or (iv) uses of any version of the Software other than the most current version or fails to promptly install any Maintenance Release or replacement of the Software made available to Customer by Omnigo.
- c. OMNIGO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 14(a), THE SOFTWARE AND ASSOCIATED DOCUMENTATION AND ANY SOLUTIONS ARE PROVIDED TO CUSTOMER "AS IS" AND OMNIGO HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. OMNIGO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 14(a), OMNIGO MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE AND ASSOCIATED DOCUMENTATION AND ANY SOLUTIONS, OR ANY HARDWARE OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER

SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE

15. Indemnification by Customer

Customer shall indemnify, hold harmless, and, at Omnigo's option, defend Omnigo, its affiliates, agents, directors, officers, and employees from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") based upon or arising out of Customer's, or any User's: (a) gross negligence, fraud, or willful misconduct; (b) use of the Software or associated documentation in a manner not authorized or contemplated by this Agreement; or (c) breach of any of the representations and warranties made by Customer in Section 5, provided that Customer may not enter into any settlement binding upon Omnigo without Omnigo's consent, which shall not be unreasonably withheld. Omnigo shall have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

16. Indemnification by Omnigo

Omnigo will defend and indemnify, at its expense, any claim made against Customer by a third party based on an allegation that the Software infringes or misappropriates any United States patent, copyright, or trademark ("IP Claim"); provided, that Customer (a) has not materially breached the terms of this Agreement, (b) notifies Omnigo in writing promptly after Customer first learns of the IP Claim; and (c) reasonably cooperates in the defense of the IP Claim. Omnigo shall have sole control over such defense. If an IP Claim is made, Omnigo may modify the Software to be non-infringing, but still substantially similar to the current Software, or obtain for Customer a license to continue using the Software. If Omnigo determines it is not commercially reasonable or technically possible to perform either of the above options, then Omnigo may at its option elect to terminate this Agreement and refund to Customer the fees paid to Omnigo by Customer for the Software for the unused portion of the then current Term. Upon any such termination, Customer shall cease use of the Software. Omnigo shall have no indemnification obligations under this Section 16, if the alleged infringement arises from: (i) Omnigo's compliance with specifications or instructions prescribed by Customer; (ii) modification of the Software by Customer; (iii) use of the Software in combination with other software not provided by Omnigo and which use is not specifically described in the associated documentation, or (iv) use of the Software that does not include all Maintenance Releases made available to Customer by Omnigo if such Maintenance Release is necessary to avoid infringement. THIS SECTION 16 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND OMNIGO'S SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS OF

INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 16 (INDEMNIFICATION BY OMNIGO), OMNIGO SHALL NOT HAVE ANY OBLIGATION TO DEFEND OR INDEMNIFY CUSTOMER FOR THIRD PARTY CLAIMS.

17. Limitation of Liability

- a. Limitation on Types of Damages Recoverable. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL OMNIGO BE LIABLE TO CUSTOMER OR ANY THIRD PARTY CLAIMING THROUGH A PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOST OR DAMAGED DATA, INVESTMENTS MADE, AND LOSS OF BUSINESS OPPORTUNITY OR INTERRUPTION) THAT CUSTOMER MAY INCUR OR EXPERIENCE UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY ORDER FORM, OR THE SOFTWARE, OR SOLUTIONS, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY) EVEN IF (i) OMNIGO WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, (ii) DIRECT DAMAGES DO NOT SATISFY A REMEDY, OR (iii) A LIMITED REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.
- b. Limitation on the Amount of Damages Recoverable. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OMNIGO'S ENTIRE LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATED IN ANY WAY TO THIS AGREEMENT, AN ORDER FORM, THE SOFTWARE, OR SERVICES, REGARDLESS OF THE NATURE OF THE OBLIGATION, FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY), IN ALL CASES SHALL BE LIMITED TO, AND SHALL NOT EXCEED, IN THE AGGREGATE, FEES PAID TO OMNIGO UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY FOR THE SOFTWARE OR SOLUTIONS THAT ARE THE BASIS OF THE PARTICULAR CLAIM AND UNDER THE APPLICABLE ORDER FORM.
- c. Allocation of Risk. EACH PARTY ACKNOWLEDGES THAT THE FOREGOING DAMAGES EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 17 REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGES THAT THE OTHER PARTY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ABSENT SUCH EXCLUSIONS AND LIMITATIONS OF LIABILITY OR THAT THE PRICES PAID BY CUSTOMER FOR THE SOFTWARE AND/OR SOLUTIONS WOULD HAVE BEEN HIGHER.

- d. No action, regardless of form, arising out of the transactions under this Agreement may be brought by either party against the other more than two (2) years after the cause of action has accrued, except for actions related to unpaid fees.

18. Termination

In addition to any other express termination right set forth in this Agreement, this Agreement will terminate as follows:

- a. **Default in Performance or Breach.** Except as otherwise provided in this Agreement, if either party defaults in the performance of or breaches any duty, or the payment of any amount due, under this Agreement, and such default or breach is incapable of cure or, being capable of cure, remains uncured thirty (30) days after written notice of default or breach given by the other party (other than Customer's breach of Sections 3 or 4 as specified below), the non-defaulting/non-breaching party may terminate this Agreement by giving written notice of termination. This Agreement will be terminated ten (10) days after such notice of termination. If Customer breaches Sections 3 or 4 of this Agreement, Omnigo may terminate this Agreement or any license to Software granted under this Agreement effective upon notice to Customer.
- b. **Bankruptcy or Insolvency.** Either party shall have the right to terminate this Agreement by giving written notice of termination to the other in the event of the insolvency or bankruptcy of such other, whether voluntary or involuntary, or the appointment of a trustee, receiver, or similar agent to take charge of or sell any material portion of such other's property or business.
- c. **Cancellation.** Requests to cancel Software and/or Solutions must be submitted in writing by visiting www.omnigo.com/cancel. Cancellations received during the Term do not relieve Customer of payment obligations or warrant refund of fees paid for Software or Solutions for the remainder of the Term. Cancellations must be received at least sixty (60) days prior to the expiration of the then-current Term to avoid automatic renewal.
- d. **Effects of Expiration or Termination.**
 - I. **Amounts Due.** If an Order Form provides for ongoing payments during the Term, or Customer has not paid all fees due and Customer cancels prior to the end of such Term, Customer agrees to pay the full amount that has or would have become due during such Term, and such payment shall be due in full upon termination.
 - II. **Termination of License.** Upon expiration or termination of this Agreement, the license granted in Section 3 shall automatically terminate and Customer shall immediately cease use of the Software and either return all Software to Omnigo or, under Omnigo's supervision, destroy all copies of the Software (including documentation, manuals, and accompanying materials) in Customer's possession.
 - III. **Omnigo's Confidential Information.** Upon expiration or termination of this Agreement, Customer shall promptly return to Omnigo all copies, whether in written, electronic, or

other form or media, of Omnigo's Confidential Information, or destroy all such copies and certify in writing to Omnigo that such Confidential Information has been destroyed.

e. Survival. Those provisions that by their nature should survive termination of this Agreement, will survive termination. Without limiting the generality of the foregoing statement, this Section 18(e) and Sections 1, 4, 7, 8, 9, 10, 11, 12, 14, 15, 16, and 17 survive any expiration or termination of this Agreement.

19. Insurance

Customer shall, throughout the Term, obtain and maintain at its own cost and expense, commercial general liability insurance, professional liability insurance, and workers compensation and employers' liability insurance policies, from a qualified insurance company licensed to do business in the locations in which Customer does business. At a minimum, the insurance policies will name Omnigo, and its officers, directors, employees, agents, and shareholders, as an additional insured, and will provide Omnigo with at least thirty (30) days' notice from the insurer by registered or certified mail, if, at any time, the policies will be modified, cancelled, or terminated. Such policies shall provide protection against all claims, demands, and causes of action arising out of any defects or failure to perform, alleged or otherwise, of the Software, any Solutions, or any material used in connection therewith or any use thereof, including any injury or death to any person or damage to property caused by any of the foregoing. The amount of coverage shall be in an amount of at least one (1) million dollars (US \$1,000,000.00) per occurrence and at least two (2) million dollars (US \$2,000,000.00) in aggregate coverage. These coverages are minimum required amounts and Customer shall carry higher amounts if it is commercially reasonable to do so. Customer also agrees to furnish Omnigo certificates of insurance evidencing same at Omnigo's request. In addition to the insurance coverages listed in this Section 19, Customer shall also carry any other coverages which are consistent with commercially reasonable practices

20. General Provisions

a. The following general provisions apply to this Agreement:

a. Integration. This Agreement, together with any other documents incorporated herein by reference and all Addenda, constitutes the sole and entire agreement of the parties. It is the complete and exclusive expression of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the Addenda, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Addenda; (ii) second, the Addenda to this

Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference, including any exhibits, schedules, attachments, and appendices to this Agreement.

- b. Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be given to the parties at their address above, or at such other addresses as each shall notify the other in writing. All notices, requests, demands, and other communications under this Agreement shall be in writing, shall be served by hand delivery, overnight courier, or email, and shall be deemed given upon the date of receipt. Notices relating to Software maintenance, Software issues, and Software service suspension may be published or posted by Omnigo over its service.
- c. Force Majeure. In no event shall Omnigo be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Omnigo's reasonable control, including, but not limited to, acts of God, epidemic, pandemic, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, data security incidents (including ransomware or other malware), labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo. Omnigo shall use reasonable efforts to mitigate the extent of the aforementioned excusable delay or failure and their adverse consequences.
- d. Assignment, Transfer, & Sublicensing. Customer may not sell, assign, transfer, give, or sub-license in any manner, by operation of law or otherwise, any licenses granted hereunder or all or a portion of the Software, the benefits of, or obligations under, this Agreement without the prior written consent of Omnigo. Omnigo may assign this Agreement, in whole or in part, at its discretion. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating party of any of its obligations hereunder
- e. Binding Effect. This Agreement shall be binding upon the parties, their heirs, legal representatives, affiliates, and permitted successors and assigns.
- f. Applicable Law. This Agreement shall be governed by and interpreted in accordance with the law of the State of Missouri without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction except if the State of Missouri adopts the Uniform Computer Information Transactions Act drafted by the National Conference of Commissioners of Uniform State Laws as revised or amended as of June 30, 2002 ("UCITA") which is specifically excluded. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

- g. **Venue.** The parties agree that any legal suit, action, or proceeding arising out of or related to this Agreement shall be brought exclusively in a state or federal court serving St. Louis County, Missouri, and the parties irrevocably submit to the exclusive jurisdiction of such court in any such suit, action, or proceeding.
- h. **Equitable Relief.** Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 9 or, in the case of Customer, Section 4, would cause the other party irreparable harm for which monetary damages alone would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.
- i. **Amendments.** No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing and signed by each of the parties.
- j. **Non-Waiver.** No failure or delay in exercising any right under this Agreement by either party will operate as a waiver of that any right, nor shall any partial exercise of any right preclude further exercise of the right.
- k. **Severability.** If any term or provision of this Agreement is adjudged by a court of competent jurisdiction to be invalid, illegal, or unenforceable under the laws of any state or the United States, the unaffected portions of this Agreement shall be unimpaired and remain in full force and effect. In the event of such a ruling, the parties shall negotiate in good faith a substitute for the provision declared invalid, illegal, or unenforceable.
- l. **Export Regulation.** The Software and/or Solutions may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Software or Solutions to, or make the Software or Solutions accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software or Solutions available outside the US.
- m. **US Government Rights.** Each of the Software and the associated documentation is a “commercial item” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefore, Customer only receives those rights with respect to the Software and documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. §

227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.

- n. Execution in Counterparts. This Agreement may be signed in counterparts, each of which is deemed an original, and all of which together are deemed a single instrument when signed by both parties.
- o. No Agency. This Agreement does not create any agency relationship between the parties.
- p. Attorney Fees. The prevailing party in any litigation concerning this Agreement will be entitled to reasonable attorney's fees and court costs, in addition to any other relief to which that party may be entitled.
- q. Publicity. Nothing contained in this Agreement shall be interpreted so as to prevent Omnigo from publicizing its business relationship with Customer or the nature of the Software or Solutions sold to or performed for Customer.
- r. No Third Party Beneficiaries. This Agreement does not and is not intended to confer any enforceable rights or remedies upon any person or parties other than the parties hereto.
- s. Construction. The paragraph headings in this Agreement are for convenience only, do not constitute a part of this Agreement, and shall not affect its interpretation. The terms of this Agreement are to be construed as singular, plural, masculine, feminine, or neuter, as context requires.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS THE AGREEMENT AND ADDENDA, AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS.

About Omnigo

For more than 20 years, Omnigo software solutions have been the preferred choice for law enforcement, education, healthcare, gaming, hospitality, and corporate enterprises. Currently, Omnigo's solutions are used by over 2,000 customers in 20 different countries. At Omnigo, we're committed to helping customers secure their organizations' property, control operational costs, and ensure the safety of the general public.

We believe our customers deserve the best support available to protect their people, assets, and brand. We also understand how challenging it can be to protect the community without the proper resources. We're here to arm users with the best tools in the industry. With a team that includes former law enforcement, first responders, and other public safety professionals, we're uniquely qualified to understand exactly what our customers need to protect their community.

10430 Baur Blvd
St. Louis, MO 63132



Solutions by Industry

Public Safety

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Prepared By:
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Quote Number:
Created Date:
Offer Valid Through:
Subscription Term (Months):
Subscription Start Date:

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Bill To
OSAGE BEACH POLICE DEPARTMENT (MO)
Todd Davis
tdavis@osagebeach.org
1000 City Parkway
Osage Beach, Missouri 65065
United States

Ship To
OSAGE BEACH POLICE DEPARTMENT (MO)
Todd Davis
tdavis@osagebeach.org
1000 City Parkway
Osage Beach, Missouri 65065
United States

Subscriptions	Qty	Unit Price	Total Sale Price
ITI - Web RMS	120.00	\$6,199.13	\$148,779.12
Year 1	24.0	\$1,099.70	\$26,392.80
Year 2	24.0	\$1,165.69	\$27,976.56
Year 3	24.0	\$1,235.63	\$29,655.12
Year 4	24.0	\$1,309.76	\$31,434.24
Year 5	24.0	\$1,388.35	\$33,320.40
ITI - Computer Aided Dispatch Workstations	20.00	\$17,597.98	\$70,391.92
Year 1	4.0	\$3,121.82	\$12,487.28
Year 2	4.0	\$3,309.13	\$13,236.52
Year 3	4.0	\$3,507.68	\$14,030.72
Year 4	4.0	\$3,718.13	\$14,872.52
Year 5	4.0	\$3,941.22	\$15,764.88
ITI - Map - ESRI Maps	5.00	\$111,228.46	\$111,228.46
Year 1	1.00	\$19,731.51	\$19,731.51
Year 2	1.00	\$20,915.40	\$20,915.40
Year 3	1.00	\$22,170.35	\$22,170.35
Year 4	1.00	\$23,500.58	\$23,500.58
Year 5	1.00	\$24,910.62	\$24,910.62
ITI - CAD E911	5.00	\$11,404.91	\$11,404.91
Year 1	1.00	\$2,023.19	\$2,023.19
Year 2	1.00	\$2,144.58	\$2,144.58
Year 3	1.00	\$2,273.26	\$2,273.26
Year 4	1.00	\$2,409.65	\$2,409.65
Year 5	1.00	\$2,554.23	\$2,554.23
ITI - CAD ESO Interface	5.00	\$10,253.63	\$10,253.63
Year 1	1.0	\$1,818.96	\$1,818.96
Year 2	1.0	\$1,928.10	\$1,928.10

Subscriptions	Qty	Unit Price	Total Sale Price
Year 3	1.0	\$2,043.78	\$2,043.78
Year 4	1.0	\$2,166.40	\$2,166.40
Year 5	1.0	\$2,296.39	\$2,296.39
ITI - CAD ITI CAD to RMS Web Service	5.00	\$0.00	\$0.00
Year 1	1.00	\$0.00	\$0.00
Year 2	1.00	\$0.00	\$0.00
Year 3	1.00	\$0.00	\$0.00
Year 4	1.00	\$0.00	\$0.00
Year 5	1.00	\$0.00	\$0.00
ITI RMS - BuyCrash Police Reports	5.00	\$0.00	\$0.00
Year 1	1.00	\$0.00	\$0.00
Year 2	1.00	\$0.00	\$0.00
Year 3	1.00	\$0.00	\$0.00
Year 4	1.00	\$0.00	\$0.00
Year 5	1.00	\$0.00	\$0.00
ITI RMS - Accident Electronic Submission Missouri	5.00	\$0.00	\$0.00
Year 1	1.0	\$0.00	\$0.00
Year 2	1.0	\$0.00	\$0.00
Year 3	1.0	\$0.00	\$0.00
Year 4	1.0	\$0.00	\$0.00
Year 5	1.0	\$0.00	\$0.00
ITI NIBRS - Missouri	5.00	\$0.00	\$0.00
Year 1	1.00	\$0.00	\$0.00
Year 2	1.00	\$0.00	\$0.00
Year 3	1.00	\$0.00	\$0.00
Year 4	1.00	\$0.00	\$0.00
Year 5	1.00	\$0.00	\$0.00
ITI - Asset / Fleet Management	5.00	\$7,431.60	\$7,431.60
Year 1	1.00	\$1,318.34	\$1,318.34
Year 2	1.00	\$1,397.44	\$1,397.44
Year 3	1.00	\$1,481.29	\$1,481.29
Year 4	1.00	\$1,570.16	\$1,570.16
Year 5	1.00	\$1,664.37	\$1,664.37
ITI NCIC - Missouri	5.00	\$11,404.89	\$11,404.89
Year 1	1.00	\$2,023.19	\$2,023.19
Year 2	1.00	\$2,144.58	\$2,144.58
Year 3	1.00	\$2,273.25	\$2,273.25
Year 4	1.00	\$2,409.64	\$2,409.64
Year 5	1.00	\$2,554.23	\$2,554.23
ITI - Map - AVL	5.00	\$11,404.89	\$11,404.89
Year 1	1.00	\$2,023.19	\$2,023.19
Year 2	1.00	\$2,144.58	\$2,144.58

Subscriptions	Qty	Unit Price	Total Sale Price
Year 3	1.00	\$2,273.25	\$2,273.25
Year 4	1.00	\$2,409.64	\$2,409.64
Year 5	1.00	\$2,554.23	\$2,554.23
ITI - JMS Livescan Sagem Morpho	5.00	\$7,946.70	\$7,946.70
Year 1	1.00	\$1,409.72	\$1,409.72
Year 2	1.00	\$1,494.30	\$1,494.30
Year 3	1.00	\$1,583.96	\$1,583.96
Year 4	1.00	\$1,678.99	\$1,678.99
Year 5	1.00	\$1,779.73	\$1,779.73
ITI RMS - PA Portal (MO)	5.00	\$11,831.12	\$11,831.12
Year 1	1.00	\$2,098.80	\$2,098.80
Year 2	1.00	\$2,224.73	\$2,224.73
Year 3	1.00	\$2,358.21	\$2,358.21
Year 4	1.00	\$2,499.70	\$2,499.70
Year 5	1.00	\$2,649.68	\$2,649.68
Omnigo Eversure: Continuous Training, Consulting, and Support	5.00	\$0.00	\$0.00
Year 1	1.0	\$0.00	\$0.00
Year 2	1.0	\$0.00	\$0.00
Year 3	1.0	\$0.00	\$0.00
Year 4	1.0	\$0.00	\$0.00
Year 5	1.0	\$0.00	\$0.00
TOTAL:			\$402,077.24

Subscription Name	Description
ITI - Web RMS	Web based RMS system compatible with Windows, Android, and iOS
ITI - Computer Aided Dispatch Workstations	CAD + Dispatch Monitor
ITI - Map - ESRI Maps	Map - ESRI Maps
ITI - CAD E911	CAD E911
ITI - CAD ESO Interface	CAD ESO Interface
ITI - CAD ITI CAD to RMS Web Service	CAD ITI CAD to RMS Web Service
ITI RMS - BuyCrash Police Reports	RMS - BuyCrash Police Reports
ITI RMS - Accident Electronic Submission Missouri	RMS - Accident Electronic Submission Missouri
ITI NIBRS - Missouri	ITI NIBRS - Missouri
ITI - Asset / Fleet Management	Asset / Fleet Management
ITI NCIC - Missouri	ITI NCIC - Missouri
ITI - Map - AVL	Map - AVL
ITI - JMS Livescan Sagem Morpho	JMS Livescan Safem Morpho
ITI RMS - PA Portal (MO)	RMS - PA Portal (MO)
Omnigo Eversure: Continuous Training, Consulting, and Support	Continuous Training, Consulting, and Support

First Invoice Total	\$71,326.98
Second Year	\$75,606.79
Third Year	\$80,143.19
Fourth Year	\$84,951.52
Fifth Year	\$90,048.76
Grand Total	\$402,077.24

Prices shown above do not include any taxes that may apply. Any applicable taxes will be invoiced. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authorities governing the "Ship To" location provided by the Customer on this Sales Order Form. Payment terms are 30 days from invoice date. Payments accepted via check, ACH or wire transfer. Amounts in USD. Pricing quoted herein is subject to an annual increase for each year of the contracted term.

This Sales Order Form is governed by the terms of the Omnigo Master Subscription Agreement, which can be found at: www.omnigo.com/master-subscription-agreement or such other definitive agreement entered into by and between Omnigo and a customer governing such Sales Order.

Signature:	_____	Signature Date:	_____
Name (Print):	_____	Title:	_____
Is a PO required for purchase?	_____	PO Number, if issued:	_____

City of Osage Beach
Agenda Item Summary

Date of Meeting: February 1, 2024
Originator: Ty Dinsdale, Airport Manager
Presenter: Ty Dinsdale, Airport Manager

Agenda Item:

Motion to approve funds not to exceed \$115,000 for the negotiation and purchase of an Avgas replacement fuel truck for Lee C. Fine Airport.

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:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 45-00-774265 / Vehicles

FY2024 Budgeted Amount:	\$115,000
FY2024 Expenditures to Date (MM/DD/YY) (\$ 0)	
FY2024 Available:	\$115,000

FY2024 Requested Amount:	\$115,000
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Department Comments and Recommendation:

This is a motion for pre-approval for the negotiation and purchase of a replacement Avgas fuel truck. Because of this specialized market for aviation fuel trucks a majority of companies require a down payment before purchase. We are asking for approval now, so we are in a position to act fast when a truck meeting our requirements is available. Airport department recommends approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

City of Osage Beach
Agenda Item Summary

Date of Meeting: February 1, 2024
Originator: Ty Dinsdale, Airport Manager
Presenter: Ty Dinsdale, Airport Manager

Agenda Item:

Motion to approve an agreement with Elite Roofing for hangar roof repair/replacement at Grand Glaize Airport not to exceed \$45,000.00.

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:

None

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 47-00-774128 / Airport Capital
FY2024 Budgeted Amount: \$287,500
FY2024 Expenditures to Date (MM/DD/YY): (\$ 0)
FY2024 Available: \$287,500

FY2024 Requested Amount: \$45,000

Department Comments and Recommendation:

This is a request to approve an agreement with Elite Roofing for the roof repair/replacement of hangar 14 & 14A (one Building, 41' x 103') at Grand Glaize Airport. We have worked with Elite Roofing before in the past with great results. Airport Department recommends approval.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.

Grand Glaize Hangar 14 & 14A Roof Repair

Scope of work:

Remove and dispose of existing metal roof.

Remove and dispose of existing purlins.

Provide and install new 2x6 purlins.

Provide and install new rolled insulation.

Provide and install panel roofing system and trim.

Bids Received:

Prime Roofing = \$46,800.00

Elite Roofing = \$45,000.00

Weather Tech = \$47,200.00

- Camden County Road Property Tax Questions (*City Treasurer, K Bell/City Attorney, Cole Bradbury*)
 - Pending county audit report update.
- Capital Replacement Plan – LO/OB Joint Sewer Plant (*City Administrator, J Woods*)
 - Pending inventory reconciliation; in process, draft to the LO/OB Joint Sewer Plant Board expected in March/April.
- Guideline Evaluation
 - Design Guideline Revisions - Street Lights (*Asst. City Administrator, M Welty*)
 - Mayor/Board discussion/draft review December.
 - Incentive Guideline Revisions (*City Administrator, J Woods*)
 - Draft completion estimated December/January.
- Personnel (*HR Generalist, M Raye*)
 - Employee 360 Feedback Process
 - To be included in the Employee Eval process 1st Quarter annually.
- Project Updates / Related Budgeted Items Update
 - Sidewalk Master Plan (*Asst. City Administrator, M Welty*)
 - Updated plan for Mayor/Board discussion December.
 - Swiss Village Treatment Plan (*Public Works Department*)
 - Evaluation study to be completed soon; update on conclusions in December.
 - Tan Tar A Master Plan re: Infrastructure (*Asst. City Administrator, M Welty*)
 - FY2024 Budget partial inclusion as required by other factors; Project list to be discussed during budget workshops in October/pending contract details reconciliation.
 - Tan Tar A Estates Utilities Current Contract Explanation / Rate / Funding Review (*City Attorney, C Bradbury / City Administrator, J Woods*)
 - Remains in process/reconciling contract details; completion TBD.

City Staff contact noted in parenthesis.

- Notes estimated delivery/status.