### NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA



### CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

1000 City Parkway Osage Beach, MO 65065 573/302-2000 FAX 573/302-0528 www.osagebeach.org

### **TENTATIVE AGENDA**

### REGULAR MEETING

October 4, 2018 – 6:00 P.M. CITY HALL

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

CALL TO ORDER
Pledge of Allegiance
Roll Call

#### MAYOR'S COMMUNICATIONS

### CITIZENS' COMMUNICATIONS

This is a time set aside on the agenda for citizens and visitors to address the Mayor and Board on any topic that is not a public hearing. The Board will not take action on any item not listed on the agenda, but the Mayor and Board welcome and value input and feedback from the public. Speakers will be restricted to three minutes unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

#### APPROVAL OF CONSENT AGENDA

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

Minutes of Regular Board Meeting of September 20, 2018 (Page 1)

➤ Bills List (Page 8)

#### **UNFINISHED BUSINESS.**

A. <u>Bill 18-49</u>. An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute a three (3) Year Service Agreement with MITEL for the Installation, Service, and Management of a New Voice over IP (VoIP) Phone System through a Cooperative Bid Agreement.

Second Reading. (Page 32)

B. <u>Bill 18-50</u>. An Ordinance of the City of Osage Beach, Missouri, Authorizing the Expenditure of Funds to Support Veterans Parade Support Request.
 Second Reading. (Page 1975)

(Page 65)

#### **NEW BUSINESS**

A. <u>Bill 18-51</u> An Ordinance of the City of Osage Beach, Missouri Authorizing the Retirement of K9 Officer Axel and Authorizing the Mayor to Execute a K9 Officer Adoption Agreement with Sam Ford.

. First and Second Readings. (Page 72)

B. <u>Motion</u> - Approving CPSM Professional Services Contract for Public Safety Technical Assistance for a Contract Amount of \$43,650 Plus Travel Expenses Not to Exceed \$4,000.

(Page 77)

### COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

### STAFF COMMUNICATIONS

### **ADJOURN**

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

Cynthia Lambert, City Clerk 1000 City Parkway Osage Beach, MO 65065 573-302-2000 ex 230

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

## DRAFT

# MINUTES OF THE REGULAR MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI

### September 20, 2018

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a Regular Meeting on Thursday, September 20, 2018, at 6:00 p.m. at City Hall. The following were present: Mayor John Olivarri, Alderman Kevin Rucker, Alderman Jeff Bethurem, Alderman Greg Massey, Alderman Phyllis Marose, and Alderman Richard Ross. Absent: Alderman Tom Walker Cynthia Lambert, City Clerk, was present and performed the duties of that office.

### **Mayor's Communications.**

Mayor Olivarri read a Proclamation commemorating the 150<sup>th</sup> anniversary of Harper Chapel United Methodist Church.

Mayor Olivarri congratulated City Clerk Cynthia Lambert for achieving the Missouri Municipal League's Certified Municipal Official award at the recent MML Conference.

### Citizens Communications.

No one was present who wished to speak during this portion of the meeting.

### Consent Agenda.

Alderman Ross moved to approve the Consent Agenda which included the Minutes of the Regular Board Meeting of September 6, 2018 and the Bills List. The motion was seconded by Alderman Marose. Alderman Bethurem noted that several of the vendors on Bills List were not licensed with the City. Discussion followed regarding the issue. City Administrator Jeana Woods stated she would be working with the Assistant City Administrator to take any corrective action necessary. The motion was voted on and unanimously passed on a voice vote.

### <u>Unfinished Business</u>.

Bill 18-46. An Ordinance of the City of Osage Beach, Missouri, Establishing a Pro Tem Municipal Judge to Serve in the Event the Duly Appointed Municipal Judge is Unavailable to Temporarily Unable to Serve.

City Attorney Ed Rucker stated that the First Reading was approved at the September 6, 2018, Board Meeting. In response to an inquiry by Alderman Rucker regarding the term of a Pro Tem Municipal Judge, City Attorney Ed Rucker explained the term as set out in the Bill.

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Mayor Olivarri presented the second reading of Bill No. 18-46 to become Ordinance 18.46 by title only. It was noted that Bill No. 18-46 to become Ordinance 18.46 had been available for public review.

Alderman Marose moved to approve the second reading of Bill No. 18-46 to become Ordinance 18.46 as presented. Alderman Bethurem seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 18-46 and to pass same into ordinance: "Ayes": Alderman Bethurem, Alderman Massey, Alderman Marose, Alderman Ross, and Alderman Rucker. "Nays": None. Absent: Alderman Walker. Bill No. 18-46 was passed and approved as Ordinance No. 18.46.

# Bill 18-47. An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute Amendment No. 1 to State Block Grant Agreement, Project No. 17-046B-1 with the Missouri Highways and Transportation Commission.

Airport Manager Ty Dinsdale stated that the First Reading was approved at the September 6, 2018, Board Meeting.

Mayor Olivarri presented the second reading of Bill No. 18-47 to become Ordinance 18.47 by title only. It was noted that Bill No. 18-47 to become Ordinance 18.47 had been available for public review.

Alderman Rucker moved to approve the second reading of Bill No. 18-47 to become Ordinance 18.47 as presented. Alderman Ross seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 18-47 and to pass same into ordinance: "Ayes": Alderman Massey, Alderman Marose, Alderman Ross, Alderman Rucker, and Alderman Bethurem. "Nays": None. Absent: Alderman Walker. Bill No. 18-47 was passed and approved as Ordinance No. 18.47.

# Bill 18-48. An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute Engineering Contract AEOB18-009, Task Order No. 3 with HDR Engineering, Inc., for the West Side Water Well.

Public Works Director Nicholas Edelman stated that the First Reading was approved at the September 6, 2018, Board Meeting.

Mayor Olivarri presented the second reading of Bill No. 18-48 to become Ordinance 18.48 by title only. It was noted that Bill No. 18-48 to become Ordinance 18.48 had been available for public review.

Alderman Marose moved to approve the second reading of Bill No. 18-48 to become Ordinance 18.48 as presented. Alderman Massey seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 18-48 and to pass same into ordinance: "Ayes": Alderman Marose, Alderman Ross, Alderman Rucker,

## DRAFT

Alderman Bethurem, and Alderman Massey. "Nays": None. Absent: Alderman Walker. Bill No. 18-48 was passed and approved as Ordinance No. 18.48.

### **New Business.**

BILL 18-49 – An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute a Three (3) Year Service Agreement with Mitel for the Installation, Service, and Management of a New Voice over IP (VoIP) Phone System through a Cooperative Bid Agreement.

Assistant City Administrator Mike Welty stated that this was for the purchase, installation, and set-up of all the software and hardware for the Voice Over Internet Protocol (VoIP) phone system. Assistant City Administrator Welty explained the various components of the new phone system including warranty information, 911 service, and costs. In response to questions raised by Alderman Bethurem, Assistant City Administrator Welty stated he would look at the cost of upgrading the wiring to a Cat 5 or 6.

Mayor Olivarri presented the first reading of Bill No. 18-49 to become Ordinance 18.49 by title only. It was noted that Bill No. 18-49 to become Ordinance 18.49 had been available for public review.

Alderman Rucker moved to approve the first reading of Bill No. 18-49 to become Ordinance 18.49 as presented. Alderman Ross seconded the motion which was voted on and unanimously passed by a voice vote.

# <u>BILL 18-50 – An Ordinance of the City of Osage Beach, Missouri, Authorizing the Expenditure of Funds to Support the Veteran's Day Parade Support Request.</u>

City Administrator Jeana Woods stated the Ozarks Elks Lodge 2517 had submitted their Event Support form on September 7, 2018 requesting \$750.00 for the parade to be held on November 10, 2018.

Mayor Olivarri presented the first reading of Bill No. 18-50 to become Ordinance 18.50 by title only. It was noted that Bill No. 18-50 to become Ordinance 18.50 had been available for public review.

Alderman Ross moved to approve the first reading of Bill No. 18-50 to become Ordinance 18.50 as presented. Alderman Bethurem seconded the motion which was voted on and unanimously passed by a voice vote.

MOTION – Authorizing the City Administrator to Execute a Document Title "Request for Approval of Agreement to Transfer Funds" to Effectuate a Transfer (return to MoDOT Aviation) of Non-Primary Entitlement Funds (\$47,861) Allotted to the City in 2015, by the Missouri Department of Transportation, which Remains Unused and Unneeded by the City During Fiscal Year 2018.

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Airport Manager Ty Dinsdale stated this would release funds previously reserved for the Grand Glaize Airport in 2015.

Alderman Marose moved to authorize the City Administrator to execute a document entitled "Request for Approval of Agreement to Transfer Funds" to effectuate a transfer (return to MoDOT Aviation) of non-primary entitlement funds (\$57,861) allotted to the City in 2015 by the Missouri Department of Transportation, which remains unused and unneeded by the City during Fiscal Year 2018. Alderman Bethurem seconded the motion which was voted on and unanimously passed.

# MOTION – Authorizing the Purchase of Grinder Pump Re-Building Parts from Municipal Equipment in the Amount Not to Exceed \$53,205.56.

Public Works Director Nick Edelman stated the purchasing of equipment was from Municipal Equipment. Public Works Director Edelman explained the parts needed noting that the pumps were being rebuilt in-house.

Alderman Ross moved to authorize the purchase of grinder pump re-building parts from Municipal Equipment in the amount not-to-exceed \$53,205.56. The motion was seconded by Alderman Bethurem, which was voted on and unanimously passed.

# <u>MOTION – Authorizing the Purchase of a Portable Vehicle Lift from Mohawk Lifts in the Amount of \$31,082.11.</u>

Public Works Director Nick Edelman stated the portable vehicle lift would be utilized by the Public Works Department for maintenance of vehicles and would be house in the maintenance building.

Alderman Bethurem moved to authorize the purchase of a portable vehicle lift from Mohawk Lifts in the amount of \$31,082.11. The motion was seconded by Alderman Massey, which was voted on and unanimously passed.

# <u>MOTION – Authorization to Apply for Grant Funding at Lee C. Fine Airport for Apron Reconstruction.</u>

Public Works Director Nick Edelman stated the Public Works and Airport Department would like to pursue a grant for approximately 6.4 million dollars for reconstruction and enlargement of the apron at Lee C. Fine. Airport Manager Ty Dinsdale noted that awards under this grant are at 100%.

Alderman Bethurem moved to authorize the application of grant funding at Lee C. Fine Airport for Apron Reconstruction. The motion was seconded by Alderman Marose, which was voted on and unanimously passed.

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# MOTION – Approving CPSM Professional Services Contract for Public Safety Technical Assistance for a Contract in the Amount of \$43,650 plus Travel Expenses Not to Exceed \$4,000.

City Administrator Jeana Woods explained the request which had previously been brought forward in July wherein the Board had requested additional information which was distributed to the Board. Police Chief Davis noted that this analysis would provide a very detailed review of the not only the Police Department but the community services as well. General discussion followed regarding the need for the analysis and whether it should be done in-house, etc.

Alderman Rucker moved to approve a contract with CPSM Professional Services for Public Safety Technical Assistance in the amount of \$43,650 plus travel expenses not-to-exceed \$4,000. The motion was seconded by Alderman Massey, which was voted on and unanimously passed. The following roll call vote was taken: "Ayes": Alderman Massey, Alderman Rucker and Alderman Marose. "Nays": Alderman Ross and Alderman Bethurem. Absent: Alderman Walker. The motion failed on a 3-2 vote without the majority of the elected officials under Section 110.240 of the Osage Beach Municipal Code and Section 79.130 RSMo.

Alderman Rucker requested that the CPSM Professional Services Contract for Public Safety Technical Assistance be placed on the next Board of Alderman Agenda.

### **Communications from Members of the Board of Aldermen.**

<u>Alderman Bethurem</u> asked that Public Works Director thank Supervisor Long and staff for the work they have been doing on Nichols and Dude Ranch Road which has seen a marked improvement over the years.

Alderman Rucker stated that by the end of summer he had expected a list of City property that was not in use. Assistant City Administrator Mike Welty stated that he was complying the list and expected to bring it to the Board in October for disposition. Alderman Rucker inquired if "budget billing" could be done with the City's utility billing. City Treasurer Karri Bell stated that should would look into it and report back to the Board. Alderman Rucker inquired if the City could look into processing payments online the next time the City's banking services went out to bid. City Treasurer Karri Bell stated that the banking services were currently out to bid. City Treasurer Bell stated that payments for City services can be paid online through the City's website.

Alderman Rucker stated that he had attended the 9/11 Memorial Service at the Fire Station on Bluff Drive which included paying tribute to Deputy Shoemate and encouraged everyone to attend the 9/11 Service in the future.

Alderman Rucker inquired as to the problems with the paint on the Bluff water tower. Public Works Director Edelman stated that the paint, which had been applied over 10 years

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ago was pealing and staff was looking into what options were available to remedy the situation.

<u>Alderman Marose</u> stated she appreciated the opportunity to attend the MML Conference which was quite a learning experience. Alderman Marose gave an update on Alderman Walker's recovery and noted that he hoped to be back for the October 4<sup>th</sup> Board Meeting. Alderman Marose thanked Public Works Director Edelman for responding to the issue regarding grass mowing near Key Largo and for ensuring the Parkway was is great shape for the recently held Bikefest. Alderman Marose reminded everyone of the upcoming Parkway West Wine Trail to be held September 22<sup>nd</sup>.

<u>Alderman Massey</u> stated that the traffic islands at various locations were in bad shaped and needed to be cleaned and/or painted. Public Works Director Edelman stated explained which traffic islands were the city's versus MoDOTs, and he would inquire if MoDOT had any plans to work on the traffic islands.

### **Staff Communications.**

<u>City Administrator</u> Jeana Woods stated he enjoyed the MML Conference as well and would be leaving in the morning along with the Assistant City Administrator to attend the ICMA Conference through September 26<sup>th</sup>.

<u>City Attorney</u> Ed Rucker stated he appreciated the opportunity to attend the MML Conference and attended the session about Sunshine Law. City Attorney Rucker noted that the seminar on recent legislation regarding harassment and whistleblower protect was very informative.

General discussion followed regarding another seminar held at the MML Conference of small cell towers and what the City should do to prepare for this issue which will affect the public right-of-way City Attorney Rucker stated that in the next several months he will do research on this topic and report back to the Board with his findings.

<u>City Clerk</u> Cynthia Lambert thanked the Board for the opportunity to attend the MML Conference and for their support in achieving certification through the Missouri Municipal League.

<u>Assistant City Administrator</u> Mike Welty stated that he was looking forward to the educational opportunity available thru the upcoming ICMA Conference.

<u>Police Chief</u> Todd Davis stated that at the recent 9/11 Memorial Service, the City's IT Director Kellie Atkins did an outstanding job singing the National Anthem. Police Chief

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Davis also noted that last week's Bikefest had an exceptional turnout with not major issues to report.

<u>City Planner</u> Cary Patterson stated that he had recently attended co-ed softball games at the City Park and want to commend the Parks staff for the outstanding work they have done in preparing the fields, umpiring the games, and working the concession stand.

<u>Public Works Director</u> Nick Edelman stated that water was now in the Columbia College water tower.

<u>Treasurer</u> Karri Bell stated that annually the City files TIF Reports and that the latest ones, which are a snapshot of 2017, can be found on the City's website.

<u>Airport Manager</u> Ty Dinsdale thanked the Board for the support in releasing the unused 2015 funds back to MoDOT.

### Adjourn.

Cynthia Lambert, City Clerk

There being no further business to come before the Board, the meeting adjourned at 7:40 p.m.

Cynthia Lambert, City Clerk of the City of Osage Beach, Missouri, do hereby certify that
e above foregoing is a true and complete journal of proceedings of the regular meeting of e Board of Aldermen of the City of Osage Beach, Missouri, held on September 20, 2018.

John Olivarri, Mayor

## CITY OF OSAGE BEACH BILLS LIST October 4, 2018

Bills Paid Prior to Board Meeting	401,769.70
Payroll Paid Prior to Board Meeting	124,785.00
SRF Transfer Prior to Board Meeting	242,866.71
TIF Transfer Dierbergs	186,449.83
TIF Transfer Prewitt's Pt	230,686.68
Bills Pending Board Approval	218,633.73
Total Expenses	1,405,191.65

NON-DEPARTMENTAL General Fund MIDWEST PUBLIC RISK ADJUST PR DEDUCTIONS ADJUST PR DEDUCTIONS ADJUST PR DEDUCTIONS Dental Insurance Premiu Dental Insurance Premiu Health Insurance Contri Health Insurance Contri Health Insurance Contri Vision Insurance Contri	ms 540.79 but 840.84 but 840.84 but 489.28 but 489.28 but 117.60 but 117.60 but 25.48 but 25.48
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MO DEPT OF REVENUE AUG CVC COLLECTIONS	869.86
FAMILY SUPPORT PAYMENT CENTER Case #31550944	138.46
Cse #16CMDR00112	173.08
MO DEPT OF REVENUE BOOKS, MISC SALES TAX	5.45
State Withholding	2,743.00
MO TREASURER BUDGET DIRECTOR AUG PEACE OFFICER TRAIN	
INTERNAL REVENUE SERVICE Fed WH	9,606.40
FICA	6,877.97
Medicare	1,608.57
LEGALSHIELD ADJUST PAYROLL DEDUCTION Pre-Paid Legal Premiums	
Pre-Paid Legal Premiums	
ICMA Loan Repayment	365.59
Loan Repayment	170.36
Loan Repayment	182.93
Loan Repayment	233.04
Loan Repayment	63.78
Retirment 457 &	791.16
Retirement 457	1,250.00
Loan Repayments	81.88
Loan Repayments	889.43
Loan Repayments	207.35
Loan Repayments Loan Repayments	144.72 432.53
Loan Repayments	209.74
Loan Repayments	43.41
Loan Repayments	47.57
Loan Repayments	351.32
Retirment Roth IRA %	164.31
Retirement Roth IRA	290.00
COLONIAL LIFE & ACCIDENT ADJUST PR DEDUCTIONS	0.01-
Colonial Supplemental I	
Colonial Supplemental I	
CITIZENS AGAINST DOMESTIC VIOLENCE AUG CADV COLLECTIONS	244.00
AMERICAN FIDELITY ASSURANCE COMPANY American Fidelity	1,655.55
American Fidelity	1,655.55 832.55
Amerian Fidelity Amerian Fidelity	832.55
AMERIAN FIGELITY ADJUST PAYROLL DEDUCTION	
AMERICAN FIDELITY ASSURANCE CO FLEX AC Flexible Spending Accts	
Flexible Spending Accts	

09-20-2010 12.32 AM		TRIOR TO REPORT	FAGE.	4
DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	amount C
		TEXAS LIFE INSURANCE CO	ADJUST PR DEDUCTIONS Texas Life After Tax Texas Life After Tax	0.03- 144.01 144.01
		HSA BANK	HSA Contribution HSA Family/Dep. Contributi	135.00
		SHERIFFS RETIREMENT SYSTEM PRINCIPAL LIFE INSURANCE COMPANY	AUG COLLECTIONS ADJUST PAYROLL DEDUCTIONS ADJUST PAYROLL DEDUCTIONS	365.00 80.13- 139.84-
			Group Life Ins and Buy Up Group Life Ins and Buy Up Group Life Ins and Buy Up Group Life Ins and Buy Up	95.74 95.74 25.00 25.00
		US DEPARTMENT OF EDUCATION ONE TIME VENDOR	#1028145744  Bond Refund:160709885-01  Bond Refund:170487203-01  TOTAL:	300.50 50.00 100.00_ 39,955.42
Mayor & Board	General Fund	HY-VEE FOOD & DRUG STORES INC INTERNAL REVENUE SERVICE	FLOWERS - J. BETHUREM FICA	60.00 129.68
		ICMA MAROSE, PHYLLIS	Medicare Retirement 401 MEDICAL REIMB 7/2017-6/201 TOTAL:	30.34 125.50 250.00_ 595.52
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA Medicare TOTAL:	6.20 1.45_ 7.65
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums Dental Insurance Premiums Health Insurance Contribut Health Insurance Contribut	,
		WOODS, JEANA	Vision Insurance Contribut Vision Insurance Contribut MEALS FOR MML CONFERENCE FICA	11.20 11.20 50.00 409.74
		INTERNAL REVENUE SERVICE BANKCARD SERV 7564	Medicare REACH CUST ONLINE-A.QUADE	95.83 15.00
		ICMA HSA BANK	GO TO MEETING MONTHLY PLAN Retirement 401 HSA Family/Dep. Contributi	37.97 406.53 150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins Group Dependent Life Ins Group Life Ins and Buy Up Group Life Ins and Buy Up	2.14 2.14 15.60 15.60
			Short Term Disability Ins Short Term Disability Ins TOTAL:	11.60 11.60_ 3,696.23
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums Dental Insurance Premiums Health Insurance Contribut	61.90 61.90 496.49
			Health Insurance Contribut Vision Insurance Contribut Vision Insurance Contribut	496.49 7.84 7.84
		INTERNAL REVENUE SERVICE	FICA	229.17

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	53.60
		ICMA	Retirement 401	230.38
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	10.42
			Flexible Spending Accts -	10.42
		HSA BANK	HSA Family/Dep. Contributi	75.00
		LAMBERT, CYNTHIA	MEALS & MILEAGE-MML CONF	211.25
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.14
			Group Dependent Life Ins	2.14
			Group Life Ins and Buy Up	3.78
			Group Life Ins and Buy Up	3.78
			Group Life Ins and Buy Up	4.11
			Group Life Ins and Buy Up	4.11
			Short Term Disability Ins	11.60
			Short Term Disability Ins	11.60
			TOTAL:	1,995.96
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	92.85
			Dental Insurance Premiums	92.85
			Health Insurance Contribut	221.23
			Health Insurance Contribut	221.23
			Health Insurance Contribut	581.57
			Health Insurance Contribut	581.57
			Health Insurance Contribut	496.49
			Health Insurance Contribut	496.49
			Vision Insurance Contribut	5.60
			Vision Insurance Contribut	5.60
			Vision Insurance Contribut	1.96
			Vision Insurance Contribut	1.96
			Vision Insurance Contribut	7.84
			Vision Insurance Contribut	7.84
		INTERNAL REVENUE SERVICE	FICA	559.31
			Medicare	130.81
		ICMA	Retirement 401	551.63
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	5.35
			Group Dependent Life Ins	5.35
			Group Life Ins and Buy Up	11.34
			Group Life Ins and Buy Up	11.34
			Group Life Ins and Buy Up	12.95
			Group Life Ins and Buy Up	12.95
			Short Term Disability Ins	17.40
			Short Term Disability Ins	17.40
			Short Term Disabiilty Ins	10.53
			Short Term Disabiilty Ins	10.53_
			TOTAL:	4,359.47
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	30.95
			Dental Insurance Premiums	30.95
			Health Insurance Contribut	581.57
			Health Insurance Contribut	581.57
			Vision Insurance Contribut	5.60
			Vision Insurance Contribut	5.60
		INTERNAL REVENUE SERVICE	FICA	80.32
			Medicare	18.78
		ICMA	Retirement 401	82.75

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	amount 2
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	3.78
			Group Life Ins and Buy Up	3.78
			Short Term Disability Ins	5.80
			Short Term Disability Ins TOTAL:	5.80_ 1,514.39
City Attorney	Conoral Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	30.95
or Accorney	General rund	MIDWEST TODDIC KISK	Dental Insurance Premiums	30.95
			Health Insurance Contribut	581.57
			Health Insurance Contribut	581.57
			Vision Insurance Contribut	5.60
			Vision Insurance Contribut	5.60
		INTERNAL REVENUE SERVICE	FICA	331.14
			Medicare	77.44
		BANKCARD SERV 7564	CYBERSLEUTH TRNG-E.RUCKER	295.00
		ICMA	Retirement 401	323.99
		RUCKER, EDWARD	MILEAGE & MEALS-MML CONF	188.43
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	12.57
			Group Life Ins and Buy Up	12.57
			Short Term Disability Ins	5.80
			Short Term Disability Ins	5.80_
			TOTAL:	2,566.12
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	77.37
			Dental Insurance Premiums	77.37
			Dental Insurance Premium	17.76
			Dental Insurance Premium	17.76
			Health Insurance Contribut	221.23
			Health Insurance Contribut	221.23
			Health Insurance Contribut	581.57
			Health Insurance Contribut	581.57
			Health Insurance Contribut	744.73
			Health Insurance Contribut Vision Insurance Contribut	744.73
				5.60
			Vision Insurance Contribut Vision Insurance Contribut	5.60 1.96
			Vision Insurance Contribut Vision Insurance Contribut	1.96
			Vision Insurance Contribut	5.88
			Vision Insurance Contribut	5.88
		INTERNAL REVENUE SERVICE	FICA	413.56
		INTERNAL REVENUE SERVICE	Medicare	96.72
		ICMA	Retirement 401	409.40
		OLIVER, HERSCHEL	MILEAGE REIMB-CODE CONFERE	14.39
		WEX INC	BLDG DEPT FUEL	187.45
		HSA BANK	HSA Contribution	37.50
				187.50
			HSA FAMILIY/DED. CONCILDULI	
		PHELPS, KATIE	HSA Family/Dep. Contributi MILEAGE REIMB-CODE CONFERE	14.39
		PHELPS, KATIE PRINCIPAL LIFE INSURANCE COMPANY		
			MILEAGE REIMB-CODE CONFERE	14.39

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT]
			Group Life Ins and Buy Up	5.67
			Group Life Ins and Buy Up	3.72
			Group Life Ins and Buy Up	3.72
			Short Term Disability Ins	17.40
			Short Term Disability Ins	17.40
			Short Term Disabiilty Ins	2.46
			Short Term Disabiilty Ins TOTAL:	2.46_ 4,734.81
Building Maintenance	General Fund	INTERNAL REVENUE SERVICE	FICA	54.41
-			Medicare	12.72
			TOTAL:	67.13
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	30.95
			Dental Insurance Premiums	30.95
			Dental Insurance Premium	35.52
			Dental Insurance Premium	35.52
			Health Insurance Contribut	442.46
			Health Insurance Contribut	442.46
			Health Insurance Contribut	581.57
			Health Insurance Contribut	581.57
			Vision Insurance Contribut	5.88
		DECUMENT DETERMAND & ONLEG INC	Vision Insurance Contribut	5.88
		FECHTEL BEVERAGE & SALES INC	BEER FOR CONCESSIONS	133.50
		INTERNAL REVENUE SERVICE	FICA	335.06
		TOMA	Medicare	78.37
		ICMA	Retirement 401	201.39
		LOWE'S	ANGLE GRINDER	56.05
			OUTLET, TERRO, SHOP LIGHT	23.22
			IRRIGATION BOX	20.89
			EXT CORD	32.30 14.62
			BUSHING, ADAPTOR, BALL VAL	
			IRRIGATION REPAIR PARTS	36.86 47.11
			IRRIGATION PARTS BLEACHER SUPPLIES	21.68
			ANCHORS, DRILL BIT, SHARPI	41.16
			U BOLTS	17.16
			IRRIGATION PARTS	8.31
			IRRIGATION PARTS	4.62
			DRILL BIT	9.77
			IMPACT DRIVER BIT	3.22
			IRRIGATION PARTS	19.83
			IRRIGATION PARTS	9.92
			IRRIGATION PARTS	2.27
			ELECTRICAL BOX	24.66
			IRRIGATION PARTS	13.66
		MISSOURI EAGLE LLC	BEER RETURN	589.25-
			BEER FOR CONCESSIONS	522.50
			BEER FOR CONCESSIONS	264.00
			BEER FOR CONCESSIONS	507.35
		WEX INC	PARK DEPT FUEL	609.89
		AMEREN MISSOURI	LOWER DIAMOND LTS 8/6-9/5/	12.93
			PARK RD SIGN 8/13-9/12/18	87.24
			PARK MAINT BLDG 8/13-9/12/	19.84
			PARK MAINT BLDG 8/13-9/12/ PARK DISPLAY C 8/13-9/12/1	19.84

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT 4
			PARK DISPLAY D 8/13-9/12/1	11.24
			PARK BALL FLDS 8/13-9/12/1	835.74
			PARK DISPLAY B 8/13-9/12/1	12.26
			PARK DISPLAY A 8/13-9/12/1	11.24
			42 BALL PRK LTS 8/6-9/5/18	16.78
			PARK IRRG PUMP 8/13-9/12/1	11.46
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	4.54
			Group Life Ins and Buy Up	4.54
			Short Term Disability Ins	11.60
			Short Term Disability Ins	11.60
			Short Term Disabiilty Ins	4.16
			Short Term Disabiilty Ins	4.16
		LARY, DAVID ALAN	UMPIRE 3-9/12/18 & 2-9/13/	125.00
		SHACKELFORD, ETHAN	UMPIRE 3 GAMES 9/5/18	60.00
		BLAIR, JERRY LYNN JR	UMPIRE 3-9/5/18 & 2-9/6/18	125.00
			UMPIRE 4-9/12/18 & 3-9/13/	175.00
		THOMAS, LAWRENCE	UMPIRE 3-8/22/18 & 3-9/6/1	150.00
			UMPIRE 3 GAMES 9/12/18	75.00_
			TOTAL:	6,594.64
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	30.95
			Dental Insurance Premiums	30.95
			Health Insurance Contribut	496.49
			Health Insurance Contribut	496.49
			Vision Insurance Contribut	3.92
			Vision Insurance Contribut	3.92
		HY-VEE FOOD & DRUG STORES INC	DIABETES LUNCH & LEARN	222.98
			DIABETES LUNCH & LEARN	337.00
		INTERNAL REVENUE SERVICE	FICA	139.68
			Medicare	32.67
		ICMA	Retirement 401	141.19
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	4.58
			Group Life Ins and Buy Up	4.58
			Short Term Disability Ins	5.80
			Short Term Disability Ins	5.80_
			TOTAL:	2,034.14
Overhead	General Fund	AT & T/CITY HALL	CH PHONE SERV 9/5-10/4/18	1,946.02
		CHARTER COMMUNICATIONS HOLDING CO LLC	SEPT SERVICE	51.15
		WEX INC	CITY HALL GPS	350.00
		XEROX CORPORATION DBA XEROX FINANCIAL	AUG & SEPT LEASE	449.11_
			TOTAL:	2,796.28
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	588.46
			Dental Insurance Premiums	588.35
			Dental Insurance Premium	106.56
			Dental Insurance Premium	106.56

PARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut Health Insurance Contribut	1,106.15 1,106.15
			Health Insurance Contribut	6,405.04
			Health Insurance Contribut	6,402.95
			Health Insurance Contribut	3,475.43
			Health Insurance Contribut	3,475.43
			Vision Insurance Contribut	61.67
			Vision Insurance Contribut	61.65
			Vision Insurance Contribut Vision Insurance Contribut	9.80 9.80
			Vision Insurance Contribut Vision Insurance Contribut	31.36
			Vision Insurance Contribut	31.36
		INTERNAL REVENUE SERVICE	FICA	2,937.02
		INTERVIE REVEROE OBIVITOE	Medicare	686.86
		ICMA	Retirement 401	2,935.16
		FORD, SAM	MEALS FOR MPCA WORKSHOP	200.00
		MISSOURI POLICE CANINE ASSOCIATION	TUITION & MBSHP-S. FORD	255.00
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity	9.95
			Amerian Fidelity	9.95
		BANKCARD SERV 0833	LODGING - T. GORSLINE	382.41
			LODGING CREDIT - T. GORSLI	23.30-
			LODGING - M. O'DAY	381.15
			CAR DETAIL - T. DAVIS	20.00
			LODGING - G. KING	194.04
			KWIK KAR WASH CLUB-T.DAVIS	26.00
		GORSLINE, TOM	PARKING REIMB-CIT CONFEREN	18.00
		WEX INC	POLICE DEPT FUEL	4,899.46
		VEDOV CODDODAMION DDA VEDOV EINANGIAI	POLICE DEPT CAR WASHES	166.91
		XEROX CORPORATION DBA XEROX FINANCIAL	AUG & SEPT LEASE	324.10
		HSA BANK	HSA Contribution	187.50
		PRINCIPAL LIFE INSURANCE COMPANY	HSA Family/Dep. Contributi Group Dependent Life Ins	1,350.00 25.68
		ININCIPAL BITE INCOMMEN COMMIN	Group Dependent Life Ins	25.68
			Group Life Ins and Buy Up	64.26
			Group Life Ins and Buy Up	64.26
			Group Life Ins and Buy Up	53.56
			Group Life Ins and Buy Up	53.56
			Short Term Disability Ins	133.48
			Short Term Disability Ins	133.46
			Short Term Disabiilty Ins	19.65
			Short Term Disabiilty Ins TOTAL:	19.65_ 39 <b>,</b> 120.17
1 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	185.29
			Dental Insurance Premiums	185.40
			Dental Insurance Premium	53.28
			Dental Insurance Premium	53.28
			Health Insurance Contribut	663.69
			Health Insurance Contribut	663.69
			Health Insurance Contribut	1,736.94
			Health Insurance Contribut	1,739.03 992.98
			Health Insurance Contribut Health Insurance Contribut	992.98 992.98
			Vision Insurance Contribut	22.33
			Vision Insurance Contribut Vision Insurance Contribut	22.35
			Vision Insurance Contribut	5.88

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	amount $16$
			Vision Insurance Contribut	5.88
			Vision Insurance Contribut	7.84
			Vision Insurance Contribut	7.84
		AT & T/CITY HALL	SERV 8/23-9/22/18	1,081.95
		INTERNAL REVENUE SERVICE	FICA	792.29
			Medicare	185.31
		ICMA	Retirement 401	615.04
		CHARTER COMMUNICATIONS HOLDING CO LLC	SEPT SERVICE	104.41
		AMERICAN FIDELITY ASSURANCE COMPANY	SEPT SERVICE American Fidelity	25.56 10.42
		AMERICAN FIDEBIII ASSORANCE COMFANI	American Fidelity American Fidelity	10.42
		BANKCARD SERV 0833	MPSCC CONF-S. OWENS	150.00
		Dimicino della 0000	MPSCC CONF-A.MACORMIC, K.AS	475.00
			HEADSET	73.12
		HSA BANK	HSA Contribution	112.50
			HSA Family/Dep. Contributi	375.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	4.28
			Group Dependent Life Ins	4.28
			Group Life Ins and Buy Up	30.24
			Group Life Ins and Buy Up	30.24
			Short Term Disability Ins	46.32
			Short Term Disability Ins	46.34
			Short Term Disability Ins	9.71
		MAGODMIG ANODI N	Short Term Disability Ins	9.71
		MACORMIC, ANGEL N	MILEAGE REIMB-MPSCC CONF TOTAL:	88.30_ 11,619.12
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	46.43
			Dental Insurance Premiums	46.43
			Health Insurance Contribut	744.74
			Health Insurance Contribut	744.74
			Vision Insurance Contribut	1.96
			Vision Insurance Contribut	1.96
		INTERNAL REVENUE SERVICE	FICA Medicare	194.18
		ICMA	Retirement 401	45.41 191.98
		HSA BANK	HSA Family/Dep. Contributi	112.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.61
		ININCITAL BIFE INSUNANCE COMIANI	Group Dependent Life Ins	1.61
			Group Life Ins and Buy Up	1.89
			Group Life Ins and Buy Up	1.89
			Group Life Ins and Buy Up	5.30
			Group Life Ins and Buy Up	5.30
			Short Term Disability Ins	5.80
			Short Term Disability Ins	5.80
			Short Term Disabiilty Ins	2.46
			Short Term Disabiilty Ins TOTAL:	2.46_ 2,164.45
		V-201202 20121-0 2010		
Information Technolo	gy General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	30.95
			Dental Insurance Premiums Health Insurance Contribut	30.95
			Health Insurance Contribut Health Insurance Contribut	496.49 496.49
			Vision Insurance Contribut	3.92
			Vision Insurance Contribut Vision Insurance Contribut	3.92
		INTERNAL REVENUE SERVICE	FICA	266.21
i		INTERNAL REVERSE CERTIFICE	2 2 011	200.21

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA AT&T INTERNET/IP SERVICES CHARTER COMMUNICATIONS HOLDING CO LLC HSA BANK PRINCIPAL LIFE INSURANCE COMPANY	Medicare Retirement 401 SECURE EMAIL SERV 9/5-10/4 SEPT SERVICE HSA Family/Dep. Contributi Group Dependent Life Ins Group Dependent Life Ins Group Life Ins and Buy Up Group Life Ins and Buy Up Short Term Disability Ins Short Term Disability Ins	62.26 131.83 128.97 284.40 75.00 1.07 1.07 4.35 4.35 5.80 5.80 2,033.83
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums Dental Insurance Premiums Health Insurance Contribut Health Insurance Contribut Health Insurance Contribut Health Insurance Contribut Health Insurance Premiums Health Insurance Premiums Vision Insurance Contribut	74.69 74.69 53.26 53.26 122.32 91.74 259.59 259.59 9.35 7.18 5.22 14.40
		MO DEPT OF REVENUE INTERNAL REVENUE SERVICE	Vision Insurance Contribut State Withholding Fed WH FICA Medicare	10.48 193.76 789.43 743.79 173.95
		LEGALSHIELD ICMA	Pre-Paid Legal Premiums Pre-Paid Legal Premiums Retirment 457 &	3.22 3.22 338.49
		AMERICAN FIDELITY ASSURANCE COMPANY	Retirement 457 Loan Repayments Loan Repayments Retirement Roth IRA American Fidelity American Fidelity	163.21 44.36 33.64 65.80 111.04 104.54
		TEXAS LIFE INSURANCE CO	Amerian Fidelity Amerian Fidelity Texas Life After Tax	37.16 37.16 12.62
		HSA BANK	Texas Life After Tax HSA Contribution	12.62 33.50
		PRINCIPAL LIFE INSURANCE COMPANY	HSA Family/Dep. Contributi Group Life Ins and Buy Up Group Life Ins and Buy Up	318.22 18.58 18.57
		DENNIS J BARTON III	18ML-AC00021, 18-GARN931 TOTAL:	76.13_ 4,378.13
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums Dental Insurance Premiums Dental Insurance Premium Dental Insurance Premium Health Insurance Contribut	175.18 175.18 41.56 23.80 296.45

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT 8
			Health Insurance Contribut	296.45
			Health Insurance Contribut	773.49
			Health Insurance Contribut	773.49
			Health Insurance Contribut	1,985.95
			Health Insurance Contribut	1,489.46
			Health Insurance Premiums	571.49
			Health Insurance Premiums	571.49
			Vision Insurance Contribut	9.36
			Vision Insurance Contribut	9.36
			Vision Insurance Contribut Vision Insurance Contribut	7.20 5.24
			Vision Insurance Contribut	14.38
			Vision Insurance Contribut Vision Insurance Contribut	10.46
		AMEREN MISSOURI	NEW ST LTS ON BARRY PREWIT	6,564.46
		INTERNAL REVENUE SERVICE	FICA	743.76
			Medicare	173.98
		ICMA	Retirement 401	719.80
		PETTY CASH	CLEANING SUPPLIES	3.79
		CARD SERVICES 0248	30 GALLON SPRAYER	149.99
		DONALD MAGGI, INC	MACE RD IMPROVEMENTS	42,919.62
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	3.55
			American Fidelity	3.55
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	13.85
			Flexible Spending Accts -	13.85
		WEX INC	ENG -TRANS FUEL	71.79
			TRANS DEPT FUEL TRANS GPS	3,221.57 316.75
		XEROX CORPORATION DBA XEROX FINANCIAL	AUG & SEPT LEASE	108.03
		AMEREN MISSOURI	PW CT MTR 8/14-9/13/18	396.20
		AMEREN MISSOURI	792 PASSOVER ST LTS 8/13-9	66.86
		THEREN FILOSOOKI	1075 NICHOLS LTS 8/14-9/13	214.71
			872 PASSOVER LTS 8/13-9/12	78.78
			KK DR LTS 8/1-8/30/18	115.80
			680 PASSOVER LTG 8/13-9/1	49.72
			MAINT SALT BLDG 8/7-9/6/18	11.24
			STREET LTS 8/1-9/1/18	3,833.76
			CUST OWNED LTS 8/1-9/1/18	1,446.84
		HSA BANK	HSA Contribution	50.25
			HSA Family/Dep. Contributi	
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	8.55
			Group Dependent Life Ins	7.49
			Group Life Ins and Buy Up	22.76
			Group Life Ins and Buy Up Group Life Ins and Buy Up	18.98 14.50
			Group Life Ins and Buy Up	14.50
			Short Term Disability Ins	46.38
			Short Term Disability Ins	40.59
			Short Term Disabiilty Ins	7.17
			Short Term Disabiilty Ins	7.17
			TOTAL:	69,035.33
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	74.51
			Dental Insurance Premiums	74.51
			Health Insurance Contribut	93.29
			Health Insurance Contribut	93.29
			Health Insurance Contribut	60.85

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT]
			Health Insurance Contribut	60.85
			Vision Insurance Contribut	20.50
			Vision Insurance Contribut	20.50
			Vision Insurance Contribut Vision Insurance Contribut	3.26 3.26
			Vision Insurance Contribut	2.58
			Vision Insurance Contribut	2.58
		MO DEPT OF REVENUE	WATER SALES TAX	4,003.30
			State Withholding	186.80
		INTERNAL REVENUE SERVICE	Fed WH FICA	771.59 720.33
			Medicare	168.47
		LEGALSHIELD	Pre-Paid Legal Premiums	3.13
			Pre-Paid Legal Premiums	3.13
		ICMA	Retirment 457 &	54.87
			Retirement 457	126.46
			Loan Repayments	58.43
			Loan Repayments	16.08
			Loan Repayments	24.02
			Loan Repayments Loan Repayments	52.79 9.88
			Retirement Roth IRA	64.35
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	135.10
			American Fidelity	135.10
			Amerian Fidelity	49.03
			Amerian Fidelity	49.03
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	12.24
			Texas Life After Tax	12.24
		HSA BANK	HSA Contribution	8.25
			HSA Family/Dep. Contributi	53.46
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	18.57
			Group Life Ins and Buy Up	18.57
		DENNIS J BARTON III	18ML-AC00021, 18-GARN931 TOTAL:	76.13_ 7,341.33
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	174.88
			Dental Insurance Premiums	174.87
			Dental Insurance Premium	23.62
			Dental Insurance Premium	23.62
			Health Insurance Contribut	294.23
			Health Insurance Contribut	294.24
			Health Insurance Contribut	1,355.06
			Health Insurance Contribut	1,355.06
			Health Insurance Contribut	988.02
			Health Insurance Contribut	988.03
			Vision Insurance Contribut	20.50
			Vision Insurance Contribut	20.50
			Vision Insurance Contribut	3.26
			Vision Insurance Contribut	3.26
			Vision Insurance Contribut	2.58
			Vision Insurance Contribut	2.58
		INTERNAL REVENUE SERVICE	FICA	720.34
			Medicare	168.49
		ICMA	Retirement 401	715.35
		LOWE'S	BIG REGULATOR PARTS RTN BALL VALVE FOR BLUFF T	51.39 7.87-

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUN 2
			BALL VALVE & PIPE BALL VALVE BLUFF TOWER SAND TUBE-CONWAY METER INS	
		BANKCARD SERV 5106	CONCRETE-CONWAY METER INST COATING & THICKNESS GAUGE	67.84 468.59
		PETTY CASH	CLEANING SUPPLIES	3.78
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity American Fidelity	3.44 3.44
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	
		WEX INC	Flexible Spending Accts - ENG -WATER FUEL	13.85 71.79
			WATER DEPT FUEL	1,277.27
			WATER GPS	141.75
		XEROX CORPORATION DBA XEROX FINANCIAL AMEREN MISSOURI AMEREN MISSOURI	AUG & SEPT LEASE PW CT MTR 8/14-9/13/18 PARKVIEW WELL 8/13-9/12/18	108.03 396.21 921.70
		AMERIN MISSOURI	BLUFF TOWER 8/7-9/6/18 COLLEGE WELL 8/6-9/5/18 WELL #2 7/29-8/30/18	5,355.18 3,158.69 4,549.03
			SWISS VILLAGE WELL 7/29-8/ COLUMBIA WELL 8/13-9/12/18	2,506.57
		MANKEY, KYLE	COLUMBIA TOWER 8/13-9/12/1 MILEAGE REIMB 9/5-9/12/18 SAFETY BOOT REIMBURSEMENT	25.83 81.75 179.95
		HSA BANK	HSA Contribution	49.88
			HSA Family/Dep. Contributi	
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	
			Group Dependent Life Ins Group Life Ins and Buy Up	
			Group Life Ins and Buy Up Group Life Ins and Buy Up	
			Group Life Ins and Buy Up	
			Short Term Disability Ins	
			Short Term Disability Ins	28.88
			Short Term Disabiilty Ins	12.13
			Short Term Disabiilty Ins	12.13
		STOUFER, TOMMIE L	SAFETY BOOT REIMBURSEMENT	132.00
		SES INFRASTRUCTURE SERVICES LLC	WATER TOWER IMPROVE PROJEC TOTAL:	106,832.25_ 134,323.32
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	88.22
			Dental Insurance Premiums Health Insurance Contribut	88.22 173.77
			Health Insurance Contribut	173.77
			Health Insurance Contribut	61.47
			Health Insurance Contribut	61.47
			Vision Insurance Contribut	20.55
			Vision Insurance Contribut	20.55
			Vision Insurance Contribut	5.24
			Vision Insurance Contribut	5.24
			Vision Insurance Contribut Vision Insurance Contribut	6.54 6.54
		MO DEPT OF REVENUE	State Withholding	400.44
		INTERNAL REVENUE SERVICE	Fed WH	1,366.08
		<del></del>	FICA	987.01
			Medicare	230.84

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUN 2
		LEGALSHIELD	Pre-Paid Legal Premiums	3.13
			Pre-Paid Legal Premiums	3.13
		ICMA	Retirment 457 &	55.23
			Retirement 457	228.52
			Loan Repayments	45.71
			Loan Repayments	21.11
			Loan Repayments	21.24
			Loan Repayments	104.27
			Retirement Roth IRA	64.85
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	209.31
			American Fidelity	209.31
			Amerian Fidelity	49.71
		ERVAG TIER INGURANCE GO	Amerian Fidelity	49.71
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	27.74
		HOA DANK	Texas Life After Tax	27.74 8.25
		HSA BANK	HSA Contribution	
		DDINGIDAL LIFE INCLUDANCE COMDANY	HSA Family/Dep. Contributi	350.31 19.13
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up Group Life Ins and Buy Up	19.13
		DENNIS J BARTON III	18ML-AC00021, 18-GARN931	
		DENNIS O BARION III	TOTAL:	78.43_ 5,291.92
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	207.04
			Dental Insurance Premiums	207.05
			Dental Insurance Premium	41.38
			Dental Insurance Premium	41.38
			Health Insurance Contribut	515.47
			Health Insurance Contribut	515.46
			Health Insurance Contribut	2,524.01
			Health Insurance Contribut	2,524.01
			Health Insurance Contribut	997.95
			Health Insurance Contribut	997.94
			Vision Insurance Contribut	20.54
			Vision Insurance Contribut	20.54
			Vision Insurance Contribut	5.22
			Vision Insurance Contribut	5.22
			Vision Insurance Contribut	6.56
			Vision Insurance Contribut	6.56
		INTERNAL REVENUE SERVICE	FICA	987.03
			Medicare	230.79
		ICMA	Retirement 401	979.48
		LOWE'S	GALV STEEL PARTS	75.86
			MULTI PURPOSE TOOL	33.24
		PETTY CASH	SEWER POSTAGE	65.47
			FISH NET TO CLEAN STATIONS	39.76
			SEWER POSTAGE	27.34
			CLEANING SUPPLIES	3.78
		STARK, CHAD	MILEAGE REIMB 9/5-9/12/18	18.53
			MILEAGE REIMB 9/12-9/19/18	74.12
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	3.43
			American Fidelity	3.43
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	3.56
			Flexible Spending Accts -	3.56
				E4 E 0
		WEX INC	ENG -SEWER FUEL SEWER DEPT FUEL	71.79 1,588.89

09-20-2010 12.52 AM		FRIOR TO REPORT	FAGE.	14
DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	amoun $22$
		XEROX CORPORATION DBA XEROX FINANCIAL	AUG & SEPT LEASE	108.03
		AMEREN MISSOURI	CLEARWOOD LN 8/2-9/3/18	13.50
			42 RV PARK 8/7-9/6/18	18.03
			4631 WINDSOR DR 8/13-9/12/	
			PREWITTS PT 8/6-9/5/18	59.77
			PW LIFT STN 8/14-9/13/18	14.52
			PW CT MTR 8/14-9/13/18	396.20
			PA HE TSI 8/7-9/6/18	13.05
			GRINDER PUMPS & LIFT STATI	5,423.50
			PONDEROSA 54-29 8/14-9/12/	11.80
			1089 OB RD 8/13-9/12/18	11.46
			5874 HWY 54 7/29-8/27/18	46.19
			5707 OB PKWY 8/13-9/12/18	13.39
			GRINDER PUMPS & LIFT STATI	4,479.12
			GRINDER PUMPS & LIFT STATI	
		HSA BANK	HSA Contribution	87.37
			HSA Family/Dep. Contributi	476.24
		WALKER, DUSTIN	MILEAGE REIMB 9/5-9/12/18	10.88
		,	MILEAGE REIMB 9/12-9/19/18	2.73
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	8.61
			Group Dependent Life Ins	
			Group Life Ins and Buy Up	22.63
			Group Life Ins and Buy Up	22.63
			Group Life Ins and Buy Up	
			Group Life Ins and Buy Up	18.83
			Short Term Disability Ins	
			Short Term Disability Ins	34.93
			Short Term Disabiilty Ins	
			Short Term Disabiilty Ins TOTAL:	18.38_
			TOTAL:	32,799.87
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	39.57
			Dental Insurance Premiums	39.57
			Health Insurance Contribut	80.08
			Health Insurance Contribut	80.08
			Vision Insurance Contribut	11.20
			Vision Insurance Contribut	11.20
			Vision Insurance Contribut	3.92
			Vision Insurance Contribut	
			Vision Insurance Contribut	3.92
			Vision Insurance Contribut	3.92
		MO DEPT OF REVENUE	State Withholding	257.00
		INTERNAL REVENUE SERVICE	Fed WH	785.48
			FICA	686.24
			Medicare	160.50
		ICMA	Retirment 457 &	59.56
		10111	Retirement 457	15.00
			Loan Repayments	122.24
			Loan Repayments	14.14
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	103.00
			American Fidelity	103.00
			Amerian Fidelity	64.43
			Amerian Fidelity Amerian Fidelity	64.43
		AMEDICAN PIDELITY ACCIDANCE CO ELEV AC	<del>-</del>	95.00
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts - Flexible Spending Accts -	95.00
		HSA BANK	HSA Family/Dep. Contributi	125.00
		HOLL DUMIY	now ramitial peb. concitount	123.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNZ
			TOTAL:	3,027.40
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	92.85
			Dental Insurance Premiums	92.85
			Dental Insurance Premium	35.52
			Dental Insurance Premium	35.52
			Health Insurance Contribut	442.46
			Health Insurance Contribut	442.46
			Health Insurance Contribut	1,163.14
			Health Insurance Contribut	1,163.14
			Vision Insurance Contribut	11.20
			Vision Insurance Contribut	11.20
			Vision Insurance Contribut	3.92
			Vision Insurance Contribut	3.92
			Vision Insurance Contribut Vision Insurance Contribut	3.92 3.92
		THERDIAL DEVENUE CEDUTCE	FICA	686.24
		INTERNAL REVENUE SERVICE	Medicare	160.50
		ICMA	Retirement 401	549.13
		CHARTER COMMUNICATIONS HOLDING CO LLC	SEPT SERVICE	25.58
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity	10.42
			Amerian Fidelity	10.42
		WEX INC	AMB FUEL	486.18
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	6.42
			Group Dependent Life Ins	6.42
			Group Life Ins and Buy Up	18.90
			Group Life Ins and Buy Up	18.90
			Group Life Ins and Buy Up	3.97
			Group Life Ins and Buy Up	3.97
			Short Term Disability Ins	23.20
			Short Term Disability Ins	23.20
			Short Term Disabiilty Ins	9.24
			Short Term Disabiilty Ins TOTAL:	9.24_ 5,782.95
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	21.10
NON BEITHAMENTEE	200 0. 1200 0012501	THE WEST TOPPED TO THE STATE OF	Dental Insurance Premiums	21.10
			Health Insurance Contribut	64.06
			Health Insurance Contribut	64.06
			Vision Insurance Contribut	14.56
			Vision Insurance Contribut	14.56
			Vision Insurance Contribut	1.96
			Vision Insurance Contribut	1.96
		MO DEPT OF REVENUE	LCF SALES TAX	4,079.93
			State Withholding	53.80
		INTERNAL REVENUE SERVICE	Fed WH	229.12
			FICA	309.60
		TCMA	Medicare	72.40
		ICMA	Retirement 457	89.00
		AMERICAN FIDELITY ASSURANCE COMPANY	Loan Repayments American Fidelity	38.55 37.13
		AMENICAN FIDEBILI ASSURANCE COMPANI	American Fidelity American Fidelity	37.13
			American Fidelity Amerian Fidelity	14.94

				AMOUN 2
DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUN <b>Z_</b>
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	7.88
			Texas Life After Tax	7.88_
			TOTAL:	5,195.66
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	49.52
			Dental Insurance Premiums	49.52
			Dental Insurance Premium Dental Insurance Premium	17.76 17.76
			Health Insurance Contribut	
			Health Insurance Contribut	221.23
			Health Insurance Contribut	930.51
			Health Insurance Contribut	930.51
			Vision Insurance Contribut	14.56
			Vision Insurance Contribut	14.56
			Vision Insurance Contribut Vision Insurance Contribut	1.96
			Vision Insurance Contribut	1.96
		AMEREN MISSOURI	LCF RD WELL 8/8-9/7/18	11.24
		THEREIN THOUGHT	LCF TERMINAL BLDG 8/8-9/7/	495.99
			LCF HANGAR 2 8/8-9/7/18	28.55
			LCF NEW HANGAR 8/8-9/7/18	68.57
		INTERNAL REVENUE SERVICE	FICA	309.60
			Medicare	72.40
		ICMA	Retirement 401	258.77
		LOWE'S	ADJUSTABLE WRENCH	39.69
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
		WEX INC	LCF FUEL	99.99
			LCF GPS	50.00
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	120.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.78
			Group Dependent Life Ins	2.78
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	7.27
			Group Life Ins and Buy Up	7.27
			Short Term Disability Ins	9.28
			Short Term Disability Ins	9.28
			Short Term Disabiilty Ins	8.57
			Short Term Disabiilty Ins	8.57_
			TOTAL:	4,155.14
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	31.66
			Dental Insurance Premiums	31.66
			Health Insurance Contribut	16.02
			Health Insurance Contribut	16.02
			Health Insurance Contribut	61.16
			Health Insurance Contribut	61.16
			Vision Insurance Contribut	2.24
			Vision Insurance Contribut	2.24
			Vision Insurance Contribut	7.84
		MO DEDE OF DEVENO	Vision Insurance Contribut	7.84
		MO DEPT OF REVENUE	GG SALES TAX	277.38
		THERMAL DEVENUE OFFICE	State Withholding	39.20
		INTERNAL REVENUE SERVICE	Fed WH	139.53
			FICA	180.29

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	amoun $25$
			Medicare	42.17
		ICMA	Retirement 457	30.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	32.40
			American Fidelity	32.40
			Amerian Fidelity	9.96
			Amerian Fidelity	9.96_
			TOTAL:	1,031.13
Grand Glaize Airport	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	74.28
			Dental Insurance Premiums	74.28
			Health Insurance Contribut	232.63
			Health Insurance Contribut	232.63
			Health Insurance Contribut	992.98
			Health Insurance Contribut	992.98
			Vision Insurance Contribut	2.24
			Vision Insurance Contribut	2.24
			Vision Insurance Contribut	7.84
		INTERNAL REVENUE SERVICE	Vision Insurance Contribut FICA	7.84 180.29
		INIERNAL REVENUE SERVICE	Medicare	42.17
		ICMA	Retirement 401	182.20
		LOWE'S	SILICONE, BREAKERS, ROOF P	41.29
		HOWE 5	BREAKERS	7.59
			BREAKERS RETURN	12.28-
			ROPE	37.96
		CHARTER COMMUNICATIONS HOLDING CO LLC	SERV 9/16-10/15/18	83.13
		WEX INC	GG FUEL	115.90
			GG GPS	25.00
		HSA BANK	HSA Family/Dep. Contributi	180.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.57
			Group Dependent Life Ins	2.57
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	1.97
			Group Life Ins and Buy Up	1.97
			Short Term Disability Ins	8.12
			Short Term Disability Ins	8.12
			Short Term Disabiilty Ins	4.28
			Short Term Disabiilty Ins	4.28_
			TOTAL:	3,552.19

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AMOUN **26** DEPARTMENT FUND VENDOR NAME DESCRIPTION

> 10 General Fund 125,855.33 20 Transportation 73,413.46 30 Water Fund 141,664.65 35 Sewer Fund 38,001.79 35 Sewer Fund 38,091.79
> 40 Ambulance Fund 8,810.35
> 45 Lee C. Fine Airport Fund 9,350.80
> 47 Grand Glaize Airport Fund 4,583.32 GRAND TOTAL: 401,769.70 -----

TOTAL PAGES: 18

09-26-2018 12:50 AM		COUNCIL REPORT	PAGE:	
DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	amoun $27$
City Administrator	General Fund	STAPLES BUSINESS ADVANTAGE	2019 DAY PLANNER & RED PEN RULER	23.17 2.76_
			TOTAL:	25.93
Municipal Court	General Fund	MO VOCATIONAL ENTERPRISES	ENVELOPES	58.65_
			TOTAL:	58.65
Building Maintenance	General Fund	ELECTRONICS UNLIMITED	MOVE EXT 282 & MOVE CAMERA	187.50
		GB MAINTENANCE SUPPLY	PAPER TOWELS & PLATES	86.01
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE & CREAMER	131.80
		SHERWIN-WILLIAMS	OIL STAIN	82.14
			OIL STAIN	41.07
		AB PEST CONTROL INC	CH PEST CONTROL	125.00
		BEISHIR LOCK & SECURITY	REPAIR LOWER LEVEL DOOR CA	465.99
		CROWN LINEN SERVICE INC	CH FLOOR MATS	33.64
		CHEM-AQUA INC	WATER TREATMENT PROGRAM	885.60
			TOTAL:	2,038.75
Parks	General Fund	OZARKS COCA-COLA/DR PEPPER BOTTLING CO	CONCESSION SUPPLIES	183.84
			CONCESSION SUPPLIES	364.47
		PROFESSIONAL TURF PRODUCTS	OIL FILTERS	69.06
			PLASTIC FITTINGS	33.33
		SYSCO KANSAS CITY INC	CONCESSION SUPPLIES	139.93
		01000 100000 0111 1110	CONCESSION SUPPLIES	574.48
			CONCESSION SUPPLIES	774.55
		TALLMAN COMPANY	IRRIGATION REPAIR	2.10
		KANSAS GOLF AND TURF INC	VENTRAC PARTS	187.05
		DAM STEEL SUPPLY	SHOP LABOR	75.00
		BIG O TIRES AND SERVICE CENTERS	FLAT REPAIR ON SKIDLOADER	51.39
			SOCCER NET STRAPS	87.36
		BSN SPORTS STAPLES BUSINESS ADVANTAGE		9.59
		MPR SUPPLY CO	TICKET ROLL & PENS IRRIGATION REPAIRS	108.44
		MEK SOFFEL CO		
		ADDECOMACHIE COM TTO DDS CMSDECTON	IRRIGATION PARTS	54.31
		XPRESSMYSELF.COM LLC DBA SMARTSIGN	STAINLESS STEEL SIGN HANGE TOTAL:	199.50_ 2,914.40
Human Resources	General Fund	MO VOCATIONAL ENTERPRISES	RETIREMENT PLAQUE-J.BLACKB	
		LAKE REGIONAL OCCUPATIONAL MEDICINE	POST ACCIDENT	90.00
			FIT FOR DUTY	60.00
			PRE-EMPLOYMENT TESTING	40.00
		LAKE REGIONAL HEALTH SYSTEM	POST ACCIDENT TESTING	93.00
			RANDOM SCREENING	98.00
		LADONNA M WEBB DBA BRIGHT SKY NUTRITIO	DIABETES LUNCH & LEARN SER	2,051.52_
			TOTAL:	2,469.52
Overhead	General Fund	ELECTRONICS UNLIMITED	MOVE EXT 282 & MOVE CAMERA	46.98
		FEDERAL EXPRESS CORP	EMPLOYMENT	202.89
		PITNEY BOWES BANK INC DBA PITNEY BOWES	GENERAL FUND POSTAGE RESER	630.00
			TOTAL:	879.87
Police	General Fund	ED ROEHR SAFETY PRODUCTS CO	TRANSFER KIT	169.45
		SIRCHIE ACQUISITION COMPANY LLC DBA SI	EVIDENCE BAGS	73.82
		LEON UNIFORM CO INC	UNIFORMS-J.CHAPMAN	239.90
		LAKE CLEANERS INC DBA DAMSEL DRY CLEAN	UNIFORM REPAIR-AUSTIN, JACK	85.00
		NARTEC INC	EVIDENCE SUPPLIES	176.98
		HEDRICK MOTIV WERKS LLC	OIL CHG & NEW BATTERY-FD3J	40.00
1				-0.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUN 28
		STERICYCLE INC STAPLES BUSINESS ADVANTAGE	NEW BRAKES & ROTORS PD 16 EVIDENCE SUPPLIES TAPE, USB & BATTERIES	82.56 123.64
		POSITIVE PROMOTIONS INC	POST-ITS, STENO, TONER, PAPER HEAT PENCILS	100.00
		ARROWHEAD SCIENTIFIC INC AMAZON CAPITAL SERVICES INC	EVIDENCE SUPPLIES UNIVERSAL SANI-BRACKET DISINFECTING WIPES	322.70 63.92 50.04
		MUNICIPAL EMERGENCY SERVICES INC	THERMAL IMAGE SMART TOOL-K TOTAL:	
911 Center	General Fund	INFORMATION TECHNOLOGIES INC POLICE LEGAL SCIENCES INC	PUBLIC SAFETY SOFTWARE RENEW DISPATCH PRO 8/18-7/	47,874.00 1,200.00
		WEST SAFETY SOLUTIONS CORP	RENEW DISPATCH PRO 8/18-7/ V-VAAS MONTHLY FEE 9/3-10/ TOTAL:	3,525.00_ 52,599.00
Information Technology	General Fund	TYLER TECHNOLOGIES INC	NEW TIME CLOCKS OVER PAYMENT CREDIT	9,580.00 1,981.00-
		BEISHIR LOCK & SECURITY ALEXANDER OPEN SYSTEMS INC	CAMERA LICENSE & MAINT REN DELL SC5020 PDU #1 DOMAIN MIGRATION	662.00 278 98
			FIX OBDATA01 WEB INTERFACE AD MIGRATION	428.75 341.25-
		STAPLES BUSINESS ADVANTAGE EDWARD A BARCHENSKI JR DBA CJ ELEC	KEYBOARD, MOUSE & BATTERIE ELECTRIC UPGRADE TO PHASE TOTAL:	44.24 2,752.00_ 12,447.47
Economic Development	General Fund	VACATION NEWS	JULY CALENDAR BILLING AUG CALENDAR BILLING	150.00
		BIKEFEST CO RHONDA BARKER DBA PROMO 4 U JOLT LIGHTING LLC	BIKEFEST ADVERTISEMENT 201 NEW DIGITAL LOGO DESIGN SHIPPING FOR INVOICE #215 TOTAL:	139.00 335.43
Transportation	Transportation	CAPITAL MATERIALS LLC PURCELL TIRE & RUBBER CO	ASPHALT FOR CONWAY LN MOUNT NEW LAWN MOWER TIRES	21.40
		FASTENAL CO ARAMARK UNIFORM & CAREER APPAREL GROUP		17.26 40.23 4.96 40.17
		GB MAINTENANCE SUPPLY O'REILLY AUTOMOTIVE STORES INC	TRANS DEPT FLOOR MATS TRANS DEPT UNIFORMS TRANS DEPT FLOOR MATS PAPER TOWELS & PLATES FUEL FILTER FOR WELDER ADAPTERS & EXT BAR SET	4.97 22.99 3.22 24.97
		LAKE SUN LEADER 81525 & 1586450 PRAIRIEFIRE COFFEE & ROASTERS	REBID-WASTE OIL FURNACE PW WATER COOLER RENTAL	35.00
		CROWN POWER & EQUIPMENT DULLE OVERHEAD DOORS INC PRECISION AUTO & TIRE SERVICE LLC	FILTER FOR BACKHOE REPAIR GARAGE DOOR PW NEW COIL & SPARK PLUG-TRK	87.00 33.33 230.20
		AB PEST CONTROL INC INDEPENDENT SALT COMPANY	PW PEST CONTROL HIWAY SALT HIWAY SALT	16.67 2,648.05 1,247.22
		PITNEY BOWES BANK INC DBA PITNEY BOWES CORRECTIVE ASPHALT MATERIALS LLC	TRANS DEPT POSTAGE RESERVE SEALCOAT PROJECT 2018	20.00 17,978.64
		AMAZON CAPITAL SERVICES INC	24 INCH STREET SWEEP BROOM TOTAL:	91.98_ 23,307.46

09-20-2016 12.30 AM	ı	COONCIL REFORI	FAGE.	J _
DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	amoun 2
Water	Water Fund	EZARDS	DIFFUSER HOLDER	3.50
			PARTS FOR TRUCK 58	11.14
			PLUMBING PARTS	1.38
		FASTENAL CO	BOLTS	133.52
		ARAMARK UNIFORM & CAREER APPAREL GROUP	WATER DEPT UNIFORMS	28.64
				4.97
			WATER DEPT FLOOR MATS WATER DEPT UNIFORMS	28.64
				4.97
		GB MAINTENANCE SUPPLY	WATER DEPT FLOOR MATS PAPER TOWELS & PLATES	22.99
		GOEHRI, GEORGE	OCT INS PREMIUM	49.70
		HACH CO	FLUORIDE	870.31
		LOYD'S ELECTRIC SUPPLY INC	POWER SUPPLY FOR WATER	781.26
			POWER SUPPLY FOR WATER	795.94
		DULLE OVERHEAD DOORS INC	REPAIR GARAGE DOOR PW	33.34
		CORE & MAIN LP	4 WAY WATER WRENCH	79.47
			WATER PARTS	23.24
			COUPLER	30.36
			COUPLER WATER PARTS	87.28
			CHEMICAL TANK PARTS	66.35
			REGULATORS	732.00
			CHEMICAL FEED PARTS	38.15
			VALVE FOR CHEMICAL FEED	176.00
		GILMORE & BELL PC	VALVE FOR CHEMICAL FEED REBATE CALC 2005	151.00
			REBATE CALC 2002	859.00
		AB PEST CONTROL INC	REBATE CALC 2002 PW PEST CONTROL GRAVEL CUT OFF SAW	16.66
		MAGRUDER LIMESTONE CO INC	GRAVEL	319.47
		CHASE CO INC	CUT OFF SAW	66 711
		DREDGING INC DBA SCOTTS CONCRETE PITNEY BOWES BANK INC DBA PITNEY BOWES	CUT OFF SAW	52.90
		DREDGING INC DBA SCOTTS CONCRETE	SMALL STEEL DOCK BLOCKS	200.00
		PITNEY BOWES BANK INC DBA PITNEY BOWES	WATER DEPT POSTAGE RESERVE	170.00
		AMAZON CAPITAL SERVICES INC	DISCON DOOR PIINCH	11 20
			TOTAL:	5,850.08
Sewer	Sewer Fund	EZARDS	SHOVEL & PICK TRUCK 67	50.98
			SPRAY FOAM	5.98
			CONNECTORS & STRAP FOR CON	
		ELECTRIC CONTROLS COMPANY INC DBA ECC	TERMINAL BLOCK	50.41
				279.98
		FASTENAL CO	QUICK LINKS TO ATTACH CHAI	
			DRILL BIT, CABLE TIES, BEE DRILL BITS, STUDS, WIPES, WRE	25.82
			DRILL BITS, STUDS, WIPES, WRE	
			BINDER	80.00
		101/10/ /0/100/ / 010000 1001001 000/00	SAWZALL BLADES	46.79
		ARAMARK UNIFORM & CAREER APPAREL GROUP	SEWER DEPT UNIFORMS	35.80
			SEWER DEPT FLOOR MATS	4.97
			SEWER DEPT UNIFORMS	35.80
		an va tventia van avent v	SEWER DEPT FLOOR MATS	4.97
		GB MAINTENANCE SUPPLY	PAPER TOWELS & PLATES	22.99
		EWT HOLDINGS III CORP	ODOR CONTROL	750.00
		HAMPEN DATHE C DODY THO DDA	ODOR CONTROL	1,025.00
		HAWKEN PAINT & BODY INC DBA	TRUCK 50 REPAIR	3,823.52
		TALLMAN COMPANY	PARTS FOR STONELEDGE REPLU	76.08
			COUPLING	16.44
		MIINTOTDAI POIITDMENT CO	CUTTING OIL FOR THREADER	26.48 894.82
		MUNICIPAL EQUIPMENT CO	PROFILE GASKET	094.02

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DEPARTMENT	FUND	VENDOR NAME	PAGE: DESCRIPTION	AMOUN 30
		O'REILLY AUTOMOTIVE STORES INC	KK 1A BATTERY CHARGER	54.99
			TAIL LIGHT TRUCK 71	13.96
			HAND WIPES	14.97
			HAND WIPES	12.99
			ALT BELT FOR LARGE BOOM TR	31.10
		CONSOLIDATED ELECTRICAL DISTR, INC	NEW AMP FOR STATION 77	169.68
			NEW WIRE FOR 62-19	110.79
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	AUG MONTHLY FLOWS	40,025.03
		BUTLER SUPPLY CO	CONNECTOR FOR ELECTRIC LIN	29.58
		LOYD'S ELECTRIC SUPPLY INC	POWER SUPPLY FOR SEWER	781.26
		DULLE OVERHEAD DOORS INC	REPAIR GARAGE DOOR PW	33.33
		CORE & MAIN LP	GLOVES	22.65
			VALVE FIX FOR STATION 77	279.19
		AB PEST CONTROL INC	PW PEST CONTROL	16.67
		PITNEY BOWES BANK INC DBA PITNEY BOWES	SEWER DEPT POSTAGE RESERVE	140.00
		AMAZON CAPITAL SERVICES INC	DISCON DOOR PUNCH	11.20_
		O'REILLY AUTOMOTIVE STORES INC  CONSOLIDATED ELECTRICAL DISTR, INC  LAKE OZARK-OSAGE BEACH JOINT SEWER PLA BUTLER SUPPLY CO LOYD'S ELECTRIC SUPPLY INC DULLE OVERHEAD DOORS INC CORE & MAIN LP  AB PEST CONTROL INC PITNEY BOWES BANK INC DBA PITNEY BOWES AMAZON CAPITAL SERVICES INC  LEON UNIFORM CO INC BOUND TREE MEDICAL LLC	TOTAL:	49,664.33
Ambulance	Ambulance Fund	LEON UNIFORM CO INC	UNIFORMS-S.DRESTE	125.00
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	128.20
			MEDICAL SUPPLIES	482.34
			MEDICAL SUPPLIES	128.20 482.34 830.16
			MEDICAL SUPPLIES	38.75
			REBATE MEDICAL SUPPLIES	24.00-
		HEDRICK MOTIV WERKS LLC	OIL CHANGE - MEDIC 8	88.35
		STERICYCLE INC	MEDICAL SUPPLIES	27.55
			MEDICAL SUPPLIES	389.28
		CAM-MO AMBULANCE DISTRICT DBA LAKE WES	IO NEEDLE	110.00
		PITNEY BOWES BANK INC DBA PITNEY BOWES	AMB DEPT POSTAGE RESERVE	10.00_
		HEDRICK MOTIV WERKS LLC STERICYCLE INC CAM-MO AMBULANCE DISTRICT DBA LAKE WES PITNEY BOWES BANK INC DBA PITNEY BOWES	TOTAL:	2,205.63
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	LCF JET FUEL	20,740.83
			LCF AV GAS	12,211.23
			LCF AV GAS	7,023.35
		AIRNAV, LLC	LCF RENEWAL 9/2018-9/2019	229.00
		S & W PROPANE INC	PROPANE	558.00
		O'REILLY AUTOMOTIVE STORES INC	MODULATOR	21.06
		LO ENVIRONMENTAL LLC	LCF WATER TESTING-OIL & GR	58.50
		PITNEY BOWES BANK INC DBA PITNEY BOWES	LCF AIRPORT POSTAGE RESERV	20.00_
		NAEGLER OIL CO  AIRNAV, LLC S & W PROPANE INC O'REILLY AUTOMOTIVE STORES INC LO ENVIRONMENTAL LLC PITNEY BOWES BANK INC DBA PITNEY BOWES  EZARDS NAEGLER OIL CO  AIRNAV, LLC O'REILLY AUTOMOTIVE STORES INC CRAWFORD, MURPHY & TILLY INC PITNEY BOWES BANK INC DBA PITNEY BOWES NIAGARA FRONTIER EQUIPMENT SALES INC	TOTAL:	40,861.97
Grand Glaize Airport	Grand Glaize Airpo	EZARDS	SOAP & TOILET PARTS	11.77
		NAEGLER OIL CO	GG AV GAS	8,716.75
			GG AV GAS	3,517.03
		AIRNAV, LLC	GG RENEWAL 9/2018-9/2019	229.00
		O'REILLY AUTOMOTIVE STORES INC	TRACTOR FLUID	55.99
		CRAWFORD, MURPHY & TILLY INC	GG CONST PHASE 7/1-7/27/18	2,038.42
		PITNEY BOWES BANK INC DBA PITNEY BOWES	GG AIRPORT POSTAGE RESERVE	10.00
			NEW HOLLSOND MED MOUNTE MOUTE	2 500 00
		NIAGARA FRONTIER EQUIPMENT SALES INC	NEW HOLLAND MID MOUNT MOWE	2,399.00_

09-26-2018 12:50 AM COUNCIL REPORT PAGE: 5

department fund vendor name description amoun 31

====	====== FUND TOTALS =====	
10	General Fund	79,566.30
20	Transportation	23,307.46
30	Water Fund	5,850.08
35	Sewer Fund	49,664.33
40	Ambulance Fund	2,205.63
45	Lee C. Fine Airport Fund	40,861.97
47	Grand Glaize Airport Fund	17,177.96
	GRAND TOTAL:	218,633.73

TOTAL PAGES: 5

City of Osage Beach	
Agenda Item Summary	
Date of Board of Aldermen Meeting: $10/04/18$	
Originator: (Name/Title) Mike Welty, Assistant City Adm	inistrator
Date Submitted: 09/21/18	
Agenda Item Title:	
Bill 18-49 - An Ordinance of the City of Osage Beach, Mis	
year service agreement with Mitel for the installation, servi	ce, and management of a new Voice over IP (VoIP)
phone system through a cooperative bid agreement.	
Presented by: (Name/Title) Mike Welty, Assistant City A	dministrator
Requested Action:	
Motion to Approve	Proclamation
First Reading of Bill #	Public Hearing
Second Reading of Bill # 18-49	Other (Describe)
Resolution #	
Ordinance Reference for Action: (i.e. RSMo Section, Or	rdinance # & Title)
Board of Aldermen approval required for purchases over \$	•
Purchasing, Procurement, Transfers, and Sales.	13,000 per Mainerpar Code Chapter 133, Miller II.
, ,	
Deadline for Action: YES 💿 NO 🔘	
If yes, explain:	
Though our existing phone system is currently stabl	le, there are several features that are not currently
working and replacing it as soon as possible would	· ·
Fiscal Impact:	
Not Applicable	
Budgeted Item: YES • NO •	
If no, provide funding source:	
Budget Line Item/Title: 10-13-774261 Office Equi	
FY 18 Budgeted Amount:	<b>\$</b> 25,000.00
Expenditures to Date $\frac{08/27/18}{1}$ :	(\$)
Available:	\$ <u>25,000.00</u>
Requested Amount:	<b>\$</b> 15,196.97
Attachments: YES   NO	

If yes, list attachments:

Bill #18-49; Mitel Order Form & Agreement; TCS Quote for installation, and

Bill #18-49; Mitel Order Form & Agreement; TCS Quote for installation, and configuration of hardware, and management of the service; West Interface Quote; Example of cost of traditional phone system; AT&T Proposal

### **Department Comments and Recommendation:**

Included is the Mitel Order Form & Agreement and the Towner Communications Systems Quote (TCS is the local vendor that Mitel uses for installation in Central Missouri) for the purchase, installation, and setup of all the software and hardware for the Voice Over Internet Protocal (VoIP) phone system;

Mitel: \$ 3,305.00 TCS: \$11,891.97

Total \$15,196.97 (10-13-774261 Office Equipment & Maintenance)

West, the provider of our 911 telecommunications equipment, will make changes to the 911 system to properly interface with the VoIP (These changes are required no matter which vendor is approved). The remaining year on our service contract with AT&T for phone service will also be canceled and an early cancellation fee will be incurred.

West: \$7,357.50

AT&T: \$5,000.00 - \$8,000.00

Total: \$12,357.50 - \$15,357.50 (10-13-743102 Telephone Service)

Originally I budgeted for an increase in our monthly phone service fee in anticipation of a new system but it looks like that increase will be less than I originally anticipated. These savings, along with the savings in 10-13-774261 Office Equipment & Maintenance, will offset the fees from West and the early cancellation fees. If a budget adjustment is necessary, I will bring it to the Board for approval at a later date.

My original estimate of our monthly service fee with a new phone system: \$2,800.00

Current year average monthly phone bill: \$1,989.36

Mitel estimate of our monthly bill after their system is installed: \$2,036.03

All equipment being purchased has a 1 year warranty. Phones are leased and would be returned at the end of the contract if we do not renew.

Before deciding to move forward with a recommendation to go with Mitel, I conferred with Communications Supervisor Kwabana Asante, Building Official Ron White, and IT Manager Kellie Atkins to review other options. Included is an email from an AT&T Service Rep providing detail on a modern PBX system, similar to the one we currently have, and what it would cost to purchase. Keep in mind the cost provided does not include an estimate of monthly service charges or support services and that staff does not have the know how or manpower to operate a system on our own. I have included this information to ensure the Board understands why I made the decision to recommend Mitel.

I have included a quote from AT&T for a VoIP system. After the cancellation fee on the AT&T contract the City will save approximately \$700.00 per month in service fees and the installation and setup of a VoIP system by AT&T is \$5,000.00 more than Mitel. The cost of canceling the contract with AT&T is more than offset by the monthly savings within the first year alone.

AT&T Cost of installation and setup: \$20,492.25 AT&T Cost of monthly service fees: \$2,726.10

I also contacted Ringcentral, Vonage, and 8x8, all of which provided me with basic proposals. All three proposals were similar in price to AT&T's and none have a significant presence in Central Missouri.

I checked Mitel's references finding their clients are very satisfied with the product. Similar systems to the one I am proposing have been installed with the Missouri Assoc. of Counties; Quaker Windows; Audrain County

Missouri; and the Boone County 911 Center. I have spoken with all four of these entities.

New phone jacks are being installed in anticipation of this new system. The costs are estimated to be minimal (less than \$1000.00).

This is a Cooperative Bid Purchase using a contract that was originally administered by NJPA on behalf of the State of Montana, the State of South Carolina, the State of Nevada, the State of Washington and many other governmental entities.

City Administration recommends approval of Mitel's proposal.

### **City Administrator Comments and Recommendation:**

The first reading was read and passed by the Board of Aldermen on September 20, 2018.

Per City Code 110.230, Bill 18-49 is in correct form as per City Attorney.

Our phone system is at its end of life. This is evident in the fact that we have issues on a regular basis and parts are not guaranteed to be available currently.

I concur with the recommendation to upgrade to a VoIP system as presented.

Date

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MITEL FOR THE INSTALLATION, SERVICE AND MANAGEMENT OF A NEW VOICE OVER IP (VoIP) PHONE SYSTEM THROUGH A COOPERATIVE BID AGREEMENT.

WHEREAS, the Board of Aldermen has determined it is in the best interests of the City to authorize a contract with Mitel to provide the installation, service and management of a new Voice over IP (VoIP) phone system.

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

Section 1. The Board of Aldermen authorizes the Mayor to execute on behalf of the City a contract with Mitel in the form attached hereto to provide services as indicated on the attached "Exhibit A". Total expenditures or liability for this installation authorized under this contract shall not exceed Fifteen Thousand One Hundred Ninety-Six Dollars and Ninety-Seven Cents. (\$15,196.97). The Board further authorizes on-going service fees as set forth in the contract which are estimated in the amount of \$2,036.03, not to exceed \$2,500 per month on an annualized basis

<u>Section 2</u>. The Board of Aldermen further authorizes additional professional services costs with West Communications for adjustment of the 911 system to complete the interface with the new Mitel service in am amount not to exceed \$7,357.50.

Section 3. The Board of Aldermen further authorizes an AT&T early cancellation fee of up to \$8,000.

<u>Section 4</u>. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

<u>Section 5</u>. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME:	September 20, 2018	READ SECOND TIME	:
I hereby certify that the above Aldermen of the City of Osage		<b>₹</b> 1	by the Board of
Ayes:		Nays:	
Abstain:		Absent:	
This Ordinance is hereby trans	smitted to the Mayor for h	is signature.	

Cynthia Lambert, City Clerk

BILL NO. 18.49 Page 2	ORDINANCE	18.
Approved as to form:		
Edward B. Rucker, City Attorney		
I hereby approve Ordinance No. 18.49.		
Date	John Olivarri, Mayor	_
ATTEST:		
	Cynthia Lambert, City Clerk	_

## Order Form for Osage Beach, Missouri

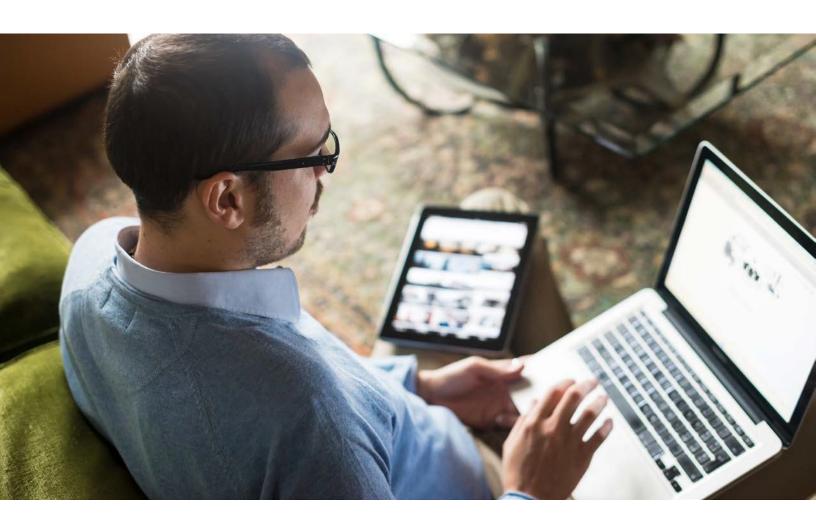
August 28, 2018

Prepared by:

Jeffrey Potter 408.900.1253 jpotter@shoretel.com

Quote# 01830358

# MiCloud Connect



### **Best Path to the Future**

For more than 45 years, Mitel has partnered with businesses around the world to help them navigate the communication and technology challenges they face in a rapidly evolving marketplace. From analog to digital, from premises to cloud, Mitel's broad portfolio has given companies all over the world options to choose the best path to the future that is unique for them, at a pace that fits the pace of their business.

In September 2017, Mitel completed its acquisition of ShoreTel. With Mitel and ShoreTel combined, powering connections becomes brilliantly simple with a unique full suite of solutions and applications to take customers to the cloud and enable digital transformation.

### **Mitel Cloud Benefits**

High Performance Companies eliminate the communications barriers impacting their businesses by choosing a mobile-first, cloud communications system from Mitel.

### Get all the features you want.

Show your customers your professional edge without needing a Fortune 500 budget.

### Communicate and collaborate easily.

Eliminate silos with a collaboration tool for mobile or desktop that securely connects team members from both inside and outside of your company.

### Improve the customer experience.

Deliver sales team success and superior representative performance with customer experience tools that support all the ways customer interact with businesses today.

### Connect to your existing systems.

Capture interactions, increase productivity, reduce response time and eliminate time spent dialing numbers and identifying callers with features that increase sales and support velocity.

### View and understand your performance.

Gain insights that optimize business performance using powerful data visualization on intuitive dashboards to fine tune your system for optimal performance.

### Ensure call the best call quality.

Maximize call quality with tools that prioritize critical applications to ensure that every customer interaction sounds fantastic.







### MiCloud Connect Desk Phones





### **Powering Connections**

The most respected companies around the world choose Mitel to deliver innovative solutions to their communication challenges.

#### **Services**







#### Manufacturing







#### Hospitality







#### **Health Care**







#### **Finance**







### Education







#### Retail







### Media, Sports & Entertainment





### LIONSGATE



### **Industry Respected**

Mitel's leadership and vision in the market has led to numerous industry distinctions and recognitions by today's leading analyst and consultants.



Mitel has been named a Leader four years in a row in the Gartner Magic Quadrant Reports for Unified Communications

### FROST & SULLIVAN

#### 2016 Best Practices Award

European & North American
Hosted IP Telephony and UCaaS
Competitive Strategy Innovation and
Leadership Award









### **MiCloud Connect Service Plans**

MiCloud Connect Features & Applications	Essentials	Premier	Elite
Direct Dial (DID) Phone Number	✓	<b>√</b>	✓
Minutes Per Month (domestic outbound calls)	Unlimited	Unlimited	Unlimited
PBX Features (different for each profile type)	✓	✓	✓
Connect Portal (end-user / administrative online interface)	<b>✓</b>	<b>✓</b>	✓
Connect Client (desktop app)  ** features provided by this app are indicated below by **	<b>✓</b>	<b>✓</b>	✓
Voicemail **	✓	✓	✓
Voicemail-to-email notification with WAV file **	<b>✓</b>	<b>✓</b>	✓
Audio Conferencing (a.k.a. Collaboration) **	8-party	25-party	100-party
Web Conferencing (desktop sharing) **	4-party	25-party	100-party
Instant Messaging (IM) **	✓	✓	✓
Presence (availability states) **	$\checkmark$	✓	✓
Video Calling (peer-to-peer) **	✓	✓	✓
Video Collaboration (multi-party) **	8-party	12-party	24-party
Softphone **	<b>✓</b>	<b>✓</b>	✓
Outlook® integration **	✓	✓	✓
"Find Me" call routing options (a.k.a. "mobile extension") **	<b>✓</b>	<b>✓</b>	✓
Teamwork (collaboration app)	✓	<b>√</b>	✓
Web Dialer / App Dialer (click-to-call capability)	✓	✓	✓
Connect for Chrome™ browser (UC integration with Google G Suite)	✓	✓	✓
Connect for Mobile (Android and iOS phones)	<b>√</b>	<b>√</b>	<b>√</b>

<sup>&</sup>lt;sup>1</sup> Domestic outbound calls

<sup>\$</sup> Additional cost



MiCloud Connect Features & Applications (Continued)	Essentials	Premier	Elite
Scribe (voicemail-to-email transcriptions)	<b>√</b> \$	✓	✓
Salesforce® and other CRM Integrations	<b>√</b> \$	✓	<b>✓</b>
Connect Telephony for Microsoft®	✓	✓	✓
Operator for Connect Client	n/a	n/a	✓
On Demand Call Recording (user initiates recordings)	n/a	✓	✓
Always On Call Recording (records all calls)	<b>√</b> \$	<b>√</b> \$	✓
<sup>2</sup> Archiving (7 years for IMs, audio/web conferences, and call recordings)	<b>√</b> \$	<b>√</b> \$	✓
<sup>3</sup> Fax (email-to-fax)	<b>√</b> \$	<b>√</b> \$	<b>√</b> \$
<sup>3</sup> Contact Center	<b>√</b> \$	<b>√</b> \$	<b>√</b> \$

<sup>&</sup>lt;sup>1</sup>On-Demand and Always-On Call Recording cannot co-exist for the same user (must select one type)

<sup>&</sup>lt;sup>2</sup> For users who do not have the Archiving feature, Mitel provides access to instant messages for 18 months, audio and web conference recordings for 3 months, and call recordings for 1 year. Elite profile users need to <u>open a Support Case</u> to activate the Archiving feature.

<sup>&</sup>lt;sup>3</sup> MiCloud Connect Contact Center is purchased separately. MiCloud Connect Fax is also purchased separately per Fax Number and is not dependent on any type of profile

<sup>&</sup>lt;sup>1</sup> Domestic outbound calls

<sup>\$</sup> Additional cost

### **Order Form**

Customer: Osage Beach, Missouri Install Locations

1. 1000 City Pkwy, Osage Beach, MO, 65065-3058, USA

Date: August 28, 2018 Term of Service: 36 months

Total Profiles: 97

1000 City Pkwy, Osage Beach, MO, 65065-3058, USA						
Service Monthly Commitment						
	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
Profiles						
MiCloud Connect Essentials Profile	\$29.99	97	\$2,909.03	\$20.99	\$872.71	\$2,036.03
Hardware						
IP Phone 480 Rental PROMO	\$0.00	97	\$0.00	\$0.00		\$0.00
Installation Services						
Service Monthly Commitment Total:						\$2,036.03

One-Time Charges						
	Regular	Qty	Extended	Discounted	Discount	Total
	Price		Regular Price	Price Per		
				Unit		
Profiles						
Hardware						
Grandstream HT503 ATA	\$110.00	8	\$880.00	\$110.00		\$880.00
Installation Services						
JumpStart	\$50.00	97	\$4,850.00	\$25.00	\$2,425.00	\$2,425.00
One-Time Total:						\$3,305.00

### **Business Terms and Conditions:**

- 1. This Order Form is confidential information. Notwithstanding the foregoing, we acknowledge that any record provided to Customer may be subject to public disclosure under the Missouri Sunshine Law.
- 2. This Order Form is valid for acceptance for thirty (30) days from the date herein.
- 3. Services means the services listed under the headings "Circuits Monthly Charges" and "Service Monthly Commitment" in this Order Form. We will begin charging for all of the Services on the sixtieth (60th) day (the "Final Activation Date") after the signing date of this Order Form (the "Contract Execution Date"); except that if some or all of the Services are activated on an earlier date, then we will begin charging for those activated Services on the date they are activated (the "Initial Activation Date"). If any Services are activated between the Initial Activation Date (if any) and the Final Activation Date, we will begin charging for those Services on the date of activation of those Services. We will begin charging for all Services on the Order Form no later than the Final Activation Date. If an ordered circuit is not available for use on the Final Activation Date and this unavailability is not due to Customer's action or inaction or failure to provide required information and Customer and we have agreed that Customer does not wish to start using the Services without using such circuit, then we may delay the Final Activation Date until such circuit is delivered and available for use.
- 4. Unless otherwise specified in the Order Form, the Services are offered for a minimum term of twelve (12) months.
- 5. Customer may increase Services unlimitedly during the Service Term at the Service Monthly Commitment prices agreed herein. A one-time implementation fee of \$0.00 will be assessed per profile added. Customer shall not be allowed to decrease Services below the quantity of Services contracted on this Order Form during the Term, unless Customer terminates this Order Form (which may incur an Early Termination Fee) and agrees upon new terms, including pricing, on a new Order Form.
- 6. Installation Services bundles include Local Number Porting (LNP) for the first two (2) invoices for each Location. LNP for each additional invoice is \$250 per Location.
- 7. Travel expenses related to professional services purchased by Customer, if any, are not included in this Order Form.
- 8. Calls outside contiguous United States, premium-rate telephone numbers (e.g., Directory assistance calls, 900 numbers, etc.) and toll free inbound calls are billed on a usage basis.
- 9. Shipping costs shall be invoiced separately and are not included in the rental fees or purchase price of Equipment.
- 10. Recurring non-usage charges related to the provision of the Services are invoiced one month in advance (on the first day of month) and usage-based charges are invoiced in arrears.
- 11. Customer is liable for any and all applicable taxes and surcharges.
- 12. Unless otherwise specified, Customer receives only standard features.
- 13. The Customer represents and warrants that the individual signing this Order Form on the Customer's behalf possesses the full power and authority to execute and agree to this Order Form and the Terms of Service incorporated herein by reference. The agreement entered herein is the binding obligation of the Customer, enforceable against the Customer in accordance with its terms.
- 14. Promotional pricing is effective through the 36-month term of initial customer contract, ordered by December 31, 2018, and does not apply to contract renewals. Discounted pricing on phone rentals added after initial contract and for contract renewals will reflect a volume discount of 30.00% off list price.
- 15. By accepting this Order Form, Customer agrees to the Terms of Service found in Appendix A to Order Form (Quote # 01830358), attached hereto.
- 16. Pricing quoted in this Order Form is based on the Mitel Scansource (NJPA) contract #040314-MBS. Prime Contract number #040314-MBS must be referenced on Customer's Purchase Order. Membership and contract information is available at <a href="https://www.sourcewell-mn.gov/">https://www.sourcewell-mn.gov/</a>. This Order Form must be executed by Customer within 90 days of the date issued to be considered valid.

For a full description of the Installation Services included in *Jump*Start, please reference the <u>JumpStart Service</u>

<u>Description</u>



### APPENDIX A TO ORDER FORM (QUOTE # 01830358) END USER TERMS OF SERVICE

BEFORE USING THE SERVICES PLEASE READ THESE END USER TERMS OF SERVICE (THESE "TERMS"). THESE TERMS ARE INCORPORATED BY REFERENCE INTO THE ORDER FORM EXECUTED BY ENTITY IDENTIFIED AS THE "CUSTOMER" IN THE ORDER FORM ("CUSTOMER"). PURSUANT TO THESE TERMS, CUSTOMER SHALL HAVE THE RIGHT TO USE THESE SERVICES. THESE TERMS AND THE ORDER FORM TOGETHER FORM A BINDING AGREEMENT BETWEEN CUSTOMER AND MITEL CLOUD SERVICES, INC., ITS AFFILIATES AND SUBSIDIARIES ("MITEL"), EFFECTIVE AS OF THE DATE OF CUSTOMER'S EXECUTION OF THE ORDER FORM. CUSTOMER IS ADVISED TO READ SECTION 7 CAREFULLY BEFORE USING THE SERVICE. THIS SECTION EXPLAINS THE OPERATION AND LIMITATIONS OF VOIP E911 EMERGENCY CALLS.

These Terms of Service govern and apply to Customer's use of the Services and Equipment provided by us as well as Customer's access to Mitel's website (the "Website").

- 1.0 Installation, Initiation and Service. Mitel will begin installation, initiation and Service only after Mitel receives and accepts the following: (1) a duly executed Order Form; and (2) any amounts payable in advance in accordance with the applicable Order Form. Customer agrees that its purchase of the Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any discussions, oral or written public comments made by Mitel with respect to future functionality or features. Mitel's system will not auto configure and activate add- on services, which is the responsibility of the Customer to activate.
- 1.1 Service Fees. Customer agrees to pay all monthly service charges, installation charges, set-up charges, usage-based charges, rental fees and other charges and fees (collectively, "Service Fees") agreed to in each Order Form in the manner indicated therein.
- 1.2 Invoicing. Customer will be invoiced a month in advance for non-usage-based charges and in arrears for all usage- based charges unless otherwise indicated in the Order Form. Mitel will begin charging for all of the Services on the Final Activation Date (as defined in the Order Form), except that if some or all of the Services are activated by Customer on an earlier date, then Mitel will begin charging for those activated Services on the date they are activated (the "Initial Activation Date"). If any Services are activated between the Initial Activation Date (if any) and the Final Activation Date, Mitel will begin charging for those Services on the date of activation of those Services. Mitel will begin charging for all Services on the Order Form no later than the Final Activation Date. The "Service Activation Date" for a Customer shall be either the Initial Activation Date (if any) or the Final Activation Date. Services shall be deemed accepted by Customer on the Service Activation Date. Mitel will notify Customer in accordance with the information provided by Customer or in Mitel's website Customer Portal. Mitel will begin charging for any Services added to the Order Form after the Final Invoicing Date as they are activated. If an ordered circuit is not available for use on the Final Activation Date and this unavailability is not due to Customer's action or inaction or failure to provide required information, and Customer and Mitel have agreed that Customer does not wish to start using the Services without using such circuit, then Mitel may delay the Final Activation Date until such circuit is delivered and available for use. In addition, for certain Services, Mitel retains the right to delay the Final Activation Date in accordance with Mitel's normal business practices.
- 1.3 Payment. Unless otherwise stated in the Order Form, Service Fees are due 30 days from the date of the invoice. All Service Fees are quoted in United States currency and are based on Services ordered. Any payment not received from the Customer by the due date shall accrue (except with respect to charges then under reasonable and good faith dispute), at the lower of 1.5% or the maximum rate permitted by law of the outstanding balance per month from the date such payment is due until the date paid. Customers are responsible for reviewing invoices for accuracy. To dispute a charge, Customer shall open a case with Mitel's Support team within ninety (90) days of the date of invoice containing the disputed charge, setting forth the amount and the basis of the dispute in reasonable detail. Failure to so dispute a charge within such 90-day period shall constitute an irrevocable waiver of Customer's right to dispute the charge.
- 1.4 Suspension of Service. If any Customer account is thirty (30) days or more overdue (except with respect to charges then under reasonable and good faith dispute) Mitel reserves the right to suspend or disable the Services, after providing notice to Customer without liability to MItel, until such account is paid in full.
- 1.5 Taxes and Regulatory Fees. Unless otherwise stated in the Order Form, Customer shall be responsible for all sales, use, value added, withholding or other taxes or duties, other than Mitel's income taxes, with respect to the Services ordered. In addition to any taxes imposed by the government or regulatory agencies, Mitel reserves the right to charge other authorized regulatory fees, including, without limitation, E911 service fees, universal service fees, and regulatory recovery fees ("Fees"). Any imposition, modification or increases in Fees by a government or regulatory agency or that are intended to recover costs associated with Mitel Cloud Services, Inc. End User Terms of Service (US)

  Rev 12Mar18
  Appendix A to Order Form (Quote # 01830358)



government or regulatory programs shall become effective upon prior notice to Customer.

- 2.0 Other Networks; Approval and Usage. The Services require the ability to transmit data through third party networks and carriers, public and private ("Third Party Networks"). Customer acknowledges that use of or presence of Third Party Networks may require approval of the owners or operators of such Third-Party Networks, and will be subject to the terms and conditions of such Third-Party Networks. Customer understands that Mitel does not own or control the Third-Party Networks, and agrees that Mitel shall not be responsible or liable for the performance or non-performance of the Third-Party Networks, or within interconnection points between the Service and the Third Party Networks.
- 3.0 Term of the Agreement. This Agreement commences on the date of execution of the Order Form by Customer and continues until all Services expire or this Agreement is mutually terminated by the parties.
- 3.1 Term of the Services. The Services are offered for the Term of Service specified in the Order Form (the "Initial Term"). The Initial Term shall begin on the date of the first invoice that includes monthly recurring charges for Services. Following the Initial Term, Services shall automatically renew for additional terms equal to the Term of Service at the New Service Monthly Commitment (as such term is defined below) in effect at the time of renewal (each, a "Renewal Term") unless and until either party notifies the other party in writing (which may be via e-mail) at least thirty (30) days prior to the expiration of the Term in effect at the time that it does not wish to renew the Services(the Initial Term and any Renewal Term collectively referred to as the "Term"). If a written termination notice is received by Mitel on or before the 15th of a month, billing and Services (except for any final usage invoice) will terminate at the end of the currently billed month. For example, a customer's term ends at the end of June and the customer provides notice of terminate at the end of June. If a written termination notice is received by Mitel after the 15th of a month, billing and Services (except for any final usage invoice) will terminate at the end of the month following the currently billed month. For example, a customer's term ends at the end of June and the customer provides notice of termination after May 15. In that case, the last invoice for Monthly Services covers Services until the end of July and Services terminate at the end of July.

FOR AVOIDANCE OF DOUBT, if Customer does not provide a termination notice or if a notice is not timely (*i.e.*, notice is provided less than 30 days before the end of the Term), Customer's Term of Service shall auto- renew and Section 3.3 shall apply.

In addition, after termination of Services, Customer will be sent a final invoice with charges for usage incurred through the end of the Services. If, during the Initial Term or any Renewal Term, Customer adds any additional services to its use of the Service or upgrades or downgrades Profiles, the amount of Customer's monthly recurring charges shall increase the sum set forth in the original Customer Service Order Form (the "New Service Monthly Commitment"). And, the Term for any such additional Services or amendments for add- on locations shall be coterminous with the Initial Term or any Renewal Term in effect at the time.

- 3.2 Termination of the Agreement. This Agreement and any Services may be terminated by either party for cause: (a) upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (b) if either party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 3.3 Early Termination. If Customer wishes to terminate the Services under this Agreement prior to the expiration of the current Term and such termination is not due to Mitel's breach, the greater of (a) all recurring charges on the most current invoice and (b) the New Services Monthly Commitment in either case multiplied by the number of months remaining through the end of the Term in effect at the time, including all applicable taxes and any outstanding amounts ("Early Termination Fee") shall be due and payable within thirty (30) days of the effective date of termination. The parties agree that this Early Termination Fee is a reasonable estimate of anticipated actual damages and not a penalty.
- **Rules of Use.** Customer must at all times comply with Mitel's *Rules of Use* found at <a href="https://www.mitel.com/rou">https://www.mitel.com/rou</a>. If Mitel becomes aware of Customer's violation of the *Rules of Use* or illegal use of the Services, facilities, network or third-party networks accessed through Mitel's network (including, in any case and without limitation, any use contrary to the Digital Millennium Copyright Act of 1998, 17 U.S.C. 512), or Mitel otherwise receives notice or have reason to believe such use may be occurring, then Customer will cooperate in any resulting investigation by Mitel or government authorities. Any government determinations will be binding on Customer. If Customer fails to cooperate with any such investigation or determination, or fails to immediately rectify any violation of the *Rules of Use* or illegal use, Mitel may immediately suspend the Service without further liability to Mitel. Further, upon notice to Customer, Mitel may modify or suspend the Service as necessary to protect its networks, customers or comply with any law or regulation. Under no circumstances will Customer take any actions in connection with its use of the Service that could result in any harm or damage to the network, any third party network(s), Mitel's premises, any of Mitel equipment or any other Mitel customer.

Mitel Cloud Services, Inc. - End User Terms of Service (US) Appendix A to Order Form (Quote # 01830358)



- **5.0 Fraud.** Customer agrees to notify Mitel promptly if it becomes aware of any fraudulent or unauthorized use of its account, Service, or Equipment. Mitel shall not be liable for any damages whatsoever resulting from fraudulent or unauthorized use of Customer's account and the payment of all charges to Customer's account shall be and remain the responsibility of Customer.
- **Service Levels.** Mitel will use commercially reasonable efforts to minimize service disruptions and outages. In the event of service disruptions or outages, Customer's sole remedy, and Mitel's sole obligation, shall be to provide the service level credits and/or remedies for the applicable Service in accordance with the Service Level Agreement set forth on Mitel's customer support web site at: <a href="https://www.mitel.com/sla">https://www.mitel.com/sla</a>. Mitel may update the Service Level Agreement from time to time upon notice to Customer.
- **7.0 E911 Service**. By use of the Service, Customer acknowledges the limitations of E911 service as described in the E911 policy found at: <a href="https://www.mitel.com/911-service">https://www.mitel.com/911-service</a>. Customer agrees and acknowledges that while some individual services offer access to E911 service, others may not. Customer is advised to thoroughly understand the Service and the options available. By accepting this Agreement, Customer acknowledges that it has received the information regarding the limitations of E911 services, understands them, and assumes the risks associated with the E911 limitations. Mitel may disclose to the FCC that Customer has acknowledged the E911 Disclosure by virtue of Customer having accepted this Agreement. Mitel may update the E911 Policy from time to time upon notice to Customer.
- **8.0 Equipment.** If so indicated on any Order Form, Mitel may rent or sell certain equipment to Customer. Such equipment shall be listed on the Order Form and/or on any other form signed by Customer (such rented equipment the "**Equipment**"). Any Equipment rental or purchase shall be subject to the terms and conditions set forth in the Equipment Policy posted on Mitel's web site at <a href="https://www.mitel.com/erp">https://www.mitel.com/erp</a>. Customer shall be solely responsible and liable for user's compliance with this Agreement and the proper use of the Equipment and the Services.
- Party") disclosed to the other party ("Receiving Party") that is designated in writing as confidential as well as the terms and conditions of this Agreement. Confidential Information shall not include information which: (a) is known publicly; (b) is generally known in the industry before disclosure; (c) has become known publicly, without fault of the Receiving Party, subsequent to disclosure by the Disclosing Party; or (d) has been otherwise lawfully known or received by the Receiving Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms, except with the Disclosing Party's prior written permission. The Receiving Party agrees to keep confidential all Confidential Information disclosed to it by the Disclosing Party, and to protect the confidentiality thereof in the same manner as it protects the confidentiality of its own (at all times exercising at least a reasonable degree of care in the protection of Confidential Information). If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. The Receiving Party agrees that monetary damages for breach of confidentiality hereunder may not be adequate and that, if necessary, the Disclosing Party shall be further entitled to seek injunctive relief. Notwithstanding the foregoing, Mitel acknowledges that any record provided to Customer may be subject to public disclosure under the Missouri Sunshine Law.
- 10.0 Privacy Policy. Customer acknowledges and agrees that Mitel will provide the Services in accordance with the Privacy Policy posted on Mitel's website at: https://www.mitel.com/policies.
- **11.0 Resale**. Customer represents and warrants that it will be the end user of the Services. Customer shall not in any way resell, license or permit or suffer any third party to use the Services without receiving Mitel's prior written consent.
- 12.0 Disclaimer of Warranties. Except as expressly provided herein, Customer acknowledges and agrees that the Services are provided on an "As Is", as available basis. Other than as expressly provided herein, MITEL DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR, NON-INFRINGEMENT OR TITLE TO THE MAXIMUM EXTENT PERMITTED BY LAW. Mitel does not warrant that the Services will meet the Customer's requirements or that the operation of the Services will be uninterrupted or error- free. Further, Mitel does not warrant that all errors in the Services can be corrected.
- 12.1 Disclaimer of Third Party Actions and Control. Customer acknowledges and agrees that Mitel does not and cannot control the flow of data between Mitel's network and Third Party Networks. Such flow depends on the performance of Third Party Networks and the services provided or controlled by third parties. Action or inactions caused by these Third Party Networks can produce situations in which customer connections may be impaired or disrupted. Although Mitel will use commercially reasonable efforts to remedy and Mitel Cloud Services, Inc. End User Terms of Service (US)

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  Appendix A to Order Form (Quote # 01830358)



avoid such events, Mitel cannot issue any warranties over these Third Party Networks or any disruptions that may occur. THEREFORE, WITHOUT LIMITING THE GENERALITY OF SECTION 12.0 ABOVE, MITEL DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE PERFORMANCE, NONPERFORMANCE OR INCORRECT PERFORMANCE OF THIRD PARTY NETWORKS.

Limitation of Liability IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, LOST PROFITS OR REVENUE. UNDER NO CIRCUMSTANCES WILL MITEL BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR CUSTOMER'S ACCOUNT OR THE INFORMATION CONTAINED THEREIN. MITEL'S AGGREGATE LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID AND/OR DUE BY THE CUSTOMER DURING THE PREVIOUS 12 MONTHS. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation set forth in this section may not apply to Customer. However, and notwithstanding the provisions of this Section 13, the parties agree that neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entry into this Agreement. No action against either party arising out of these Terms may be brought by the other party more than one year after the cause of action has arisen.

#### 14.0 Indemnification

14.1 Mitel's Indemnification of Customer. Mitel shall indemnify and hold harmless the Customer against any loss, damage or cost (including reasonable attorney's fees) incurred in connection with claims, demands, suits or proceedings ("Claims") made or brought against Customer by a third party arising from damage to tangible personal property located at, or from injury to or the death of any person occurring at, Customer's premises that result from any negligent or willful acts or omissions of Mitel or of any agent, employee or contractor of Mitel that occur in the course of the performance of any Service installation or maintenance work at the Customer's premise.

### 14.2 INTENTIONALLY DELETED.

- 14.3 Procedure. Mitel's indemnity obligations are subject to the following: (i) the aggrieved party shall promptly notify the indemnifier in writing of the Claim; (ii) the indemnifier shall have sole control of the defense and all related settlement negotiations with respect to the Claim (provided that the indemnifier may not settle or defend any Claim unless it unconditionally releases the aggrieved party of all liability); and (iii) the aggrieved party shall cooperate fully to the extent necessary, and execute all documents necessary for the defense of such Claim.
- 15.0 Force Majeure. Neither party will be liable for any failure or delay in its performance under the Agreement, due to any cause beyond its reasonable control, including any act of war, act of God, earthquake, flood, embargo, riot, sabotage, terrorist attack, cyberattack (hacking and DDOS), acts of public enemies, civil disturbances or general restraint or arrest of government and people, boycott, strike (including a general strike), lockout or other similar industrial disturbance, service interruption by a telecommunications services provider, or connectivity delays with internet providers outside of Mitel's reasonable control, provided that the delayed party (a) gives the other party prompt notice of such cause and (b) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- No Lease. Except as otherwise provided herein, the Agreement is a services agreement and is not intended to and will not constitute a lease of any real or personal property. In particular, Customer acknowledges and agrees that Customer has not been granted any interest whatsoever (leasehold or otherwise) in any premises, real or personal property, equipment or servers of Mitel or in any personal property or server space leased by Mitel (except for the Equipment rental), and Customer has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations, or ordinances.
- **17.0 Government Regulations**. Customer will not use Mitel's network or the Services to export, re- export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations to whose jurisdiction Customer is subject.
- **18.0 Assignment**. Customer may not assign its rights or delegate its duties under the Agreement either in whole or in part without the prior written consent of Mitel, except to a party that acquires all or substantially all of Customer's assets as part of a corporate merger or acquisition. The Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

Mitel Cloud Services, Inc. - End User Terms of Service (US) Appendix A to Order Form (Quote # 01830358) Rev 12Mar18



- Notices. Notices regarding the following may be posted on Mitel's website: (i) modifications, impositions or increases to regulations and Fees; (ii) new or modified documentation, including but not limited to SLA, Privacy Policy and other internal documents; (iii) changes to rates, other than those affecting Customer under this Agreement; and (iv) new Services and information. The changes will become effective and will be deemed accepted by Customer, (a) immediately for those Customers who purchase the Services after the updated version is published on Mitel's website, or (b) for those having pre- existing accounts, the updated Terms of Service will be deemed effective with Customer's continued use of the Service. Notices regarding: (a) material changes to this Agreement; (b) internal or external changes materially impacting Mitel's ability to do business; (c) breach; (d) termination; or (e) any other material information required to be in writing, will be in writing and deemed to have been given if delivered personally, by confirmed email or facsimile, or on the third day after mailing by first-class, registered or certified mail, postage prepaid to either Party at the addresses given above in the heading to this Agreement or to such other address as a Party may, from time to time, designate by notice to the other Party.
- **20.0** Choice of Law and Arbitration. The Agreement will be governed by and construed in accordance with the laws of the State of Missouri, excluding its conflict of laws principles. Each party consents to personal jurisdiction in the state and federal courts of the State of Missouri. Venue shall be in Camden County, Missouri.
- 21.0 Entire Agreement. The Proposal, these Terms of Service, and any Order Form(s) issued hereunder represent the complete agreement and understanding of the parties with respect to the subject matter hereof and supersede, to the extent of any conflict, any other agreement or understanding, written or oral, between the parties with respect to the subject matter hereof. In the event of an inconsistency between the terms and conditions of the Order Form, these Terms of Service and the Order Form(s) now or hereafter appended hereto, the terms of the Order Form shall govern. Both parties represent and warrant that they have full corporate power and authority to execute and deliver each Order Form and to perform their obligations under the Agreement and that each person whose signature appears on the Proposal, these Terms of Service (if applicable) and any Order Form is duly authorized to execute such document on behalf of the respective party.
- **22.0 Surviving Provisions.** The parties agree that any limitations of liability, exclusions, and disclaimers of warranties and indemnification obligations are essential to the parties' entering into this Agreement; will survive the termination of the Agreement and will apply even if the Agreement is found to have failed of its essential purpose.

### **Fair Use Policy**

MiCloud Connect customers agree to provision and use their services within the following limits:

- Auto-attendants: up to 15 per customer location or per every 25 users
- Bridged Call Appearances (BCA): up to 15 per customer location or per every 25 users
- Hunt Groups: up to 15 per customer location or per every 25 users

Company reserves the right to bill customers a monthly overage charge for each feature instance that is provisioned above the stated limits at a unit cost of \$5 per month.

### **Authorized Contacts for Osage Beach, Missouri:**

Good communication is the foundation of a great relationship. We ask that you tell us about your team so that we may begin our relationship communicating with the correct individuals. Your team may include people inside and outside your organization. Mitel partners often fill these roles for their clients.

There are five roles that must be assigned to one or many individuals on your Mitel account. Each role conveys a specific set of permissions and responsibilities for installing and managing your Mitel service. For more information on the specific roles and the permissions conveyed please visit:

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-1	

https://oneview.mitel.com/s/article/Account-AuthorizedContacts

Company	Full Name	Email Address	Phone Number	DM *Super User	PM	Billing	Technical	Emergency

By signing this agreement, I authorize the listed individuals to perform the assigned roles for the indicated locations both current and future. I understand as the default Decision Maker I can change or rescind role assignments at any time within my Mitel portal or by contacting Mitel.

Further, I understand that depending on the specific role designed I am granting the assignee access to data within our
corporate phone system including, but not limited to, billing data, call detail records, call recordings, as well as
authorization to make changes to call routing, configurations and contracted services.

Authorized Signature	Date
Name and Title	

Osage Beach, Missouri August 28, 2018 Term of Service: 36

36 months

Summary by Location	Monthly Charges	One-time Charges
1000 City Pkwy, Osage Beach, MO, 65065-3058,	\$2,036.03	\$3,305.00
USA		
	\$2,036.03	\$3,305.00
	Total Monthly	Total One-Time
	Charges	Charges

Summary by Services	Monthly Charges	One-time Charges
Circuits	\$	\$
Profiles	\$2,036.03	\$
Options	\$	\$
Installation Services	\$0.00	\$2,425.00
Hardware	\$0.00	\$880.00
Trade-In Credits	\$	\$
	\$2,036.03	\$3,305.00
	Total Monthly	Total One-Time
	Charges	Charges

## **Agreed and Accepted**

Authorized Signature	Date
Name and Title	

CONFIDENTIALITY & COPYRIGHT STATEMENT: This quote tool includes information and pricing that is highly confidential data. The tool, information, and pricing (i) is not intended for distribution except as expressly permitted herein; (ii) is and remains the proprietary property of Mitel Networks Corporation on behalf of itself or its subsidiaries or divisions (collectively "Mitel"); (iii) may not be copied except as may be necessary to fulfill the intended purpose of the tool; and (iv) is the copyright of Mitel and/or its licensor(s), with all rights reserved to the copyright owner. Any breach of confidential data or unauthorized use (of any kind) of the tool, information, or pricing will be considered an infringement of rights and may result in termination of any Mitel agreement.

1.866.CALLTCS 225.5827



Prepared by: Tony J. Stuecken
Quote Date: 06/11/2018
Quote Number: 9857
Expiration Date: 09/30/2018

# Quote for City of Osage Beach



2511B Industrial Drive, Jefferson City, MO 65109 | 573.634.3339 Columbia, MO | 573.874.3339 Prepared for:
Mike Welty
City of Osage Beach
1000 City Parkway

Osage Beach, MO 65065 U.S.A.

Prepared by: Tony J. Stuecken

Account No.: 8197 Phone: (573) 302-2000 Fax: (573) 302-2009

Quote

No.:

9857

Date:

e: 06/11/2018

	towner
2511B Industrial Drive Jefferson City, Missouri 65109	communications

Qty.	Item ID	Description	UOM	Sell	Tota
4	84693-11	Plantronics CS540/HL10 Bundle Wireless Headset	EA	\$299.95	\$1,199.80
4	RB2011iL-RM	Mikrotik Gig 10p Layer 3 switch/router/firewall rackmount	EA	\$149.00	\$596.00
2	GLC-LH-SM-OEM	1000 Base-LX/LH SFP GBIC Module	EA	\$44.80	\$89.60
1	SG350-52MP-K9-NA	Cisco PoE Managed Switch 48 10/100/1000 ports 2 Gigabit copper/SFP combo + 2 SFP ports	EA	\$1,858.70	\$1,858.70
1	SG350-28P-K9-NA	Cisco SG350-28P 28Port Gigabit PoE Managed Switch	EA	\$614.99	\$614.99
4	SG350-10-K9-NA	Cisco SG350-10-K9-NA 10-Port Managed Network Switch	EA	\$337.43	\$1,349.72
2	161205/2M	TDE Singlemode Duplex 9/125um, ST-LC Jumper, 2 Meter	EA	\$19.03	\$38.06
1.00	Telephone Job Quoted Labor	Telephone Job Quoted Labor	EA	\$5,940.00	\$5,940.00
8.00	Telephone Job Implementation/Training	Telephone Job Implementation/Training	HR	\$70.00	\$560.00
7.00	Telephone Trip Charge Zone 1	Telephone Trip Charge Zone 1	EA	\$35.00	\$245.00
			You	r Price:	\$12,491.87

Total: \$12,491.87

**Date:** 6/11/2018

Prices are valid until 9/30/2018 Terms: Required Down Payment

### **Prepared by:** Tony J. Stuecken, tstuecken@calltcs.com

This quote includes the labor to install the equipment listed. Should additional equipment/services be required, or changes to initial quantities be needed prior to the installation of your system, a Change Order quote will be generated. Work performed on a Change Order will be scheduled after TCS receives CUSTOMER APPROVAL via email, signed quote, or portal notification.

This quote also includes 8 hours of implementation/training. Additional time required will be billed at \$70.00 per hour.

#### Scope of Work:

Delivery of telephony communication on the Mitel Cloud Connect platform traversing the existing network and ISP currently in place at cusotmer sites. All Cat 5e (or comparable) will be in place before the official port date of current telephone numbers. The number of phones and profiles will be determined on the Mitel contract proposal.

Network equipment to be deployed at each of 5 locations:

City Hall/Police Dept.

**Public Works** 





No.: **9857** 

Date: 06/11/2018

Lee C Fine Airport Grand Glaze Airport City Park

Accepted by:	Date:

#### **Terms of Agreement:**

TCS is proud to offer the items above. Please sign above to accept our offer which is subject to these terms. If labor is shown above, the services to be performed will be set forth in a scope-of-work to be mutually agreed between us. This scope-of-work may be shown in this quote, or in a separate document. Please note that TCS will install, alter or repair premises wiring only if explicitly provided for in that scope-of-work.

#### Terms

Your acceptance of this quote constitutes an agreement between Towner Electronics d/b/a Towner Communications Systems (herein referred to as Us or We) and the buyer, whose name and address are shown at the head of this quote (herein referred to as You or Your). It is subject to credit approval, a site review by our technical personnel, and subsequent acceptance by one of our officers.

If you have a special tax rate for your project, documentation must be sent prior to any work being performed.

We agree to sell, and You agree to buy the items shown in the quote at the purchase price shown. 50% of the total price will be due at signing. Equipment will be billed upon delivery, with the balance due in 10 days. You assume risk of loss to these items upon delivery to You, but title to the equipment passes to You only when You have paid for it in full. You are responsible for all taxes, tariffs, and permit fees, as well as for getting in a timely manner all permits licenses, consents and approvals in connection with the sale and installation of the equipment. TCS reserves the right to process a 15% restocking fee for any items returned once this quote has been accepted. We can collect any amounts due even when installation or delivery is delayed because You, Your assignees, contractors or agents have not performed.

IF your form of payment is credit card, a processing fee of 2.5% MAY be added to this quote.

IF your form of payment is the Lease Option please note the following:

All Leases will be held and processed by Great America Financial Services.

Acceptance of the Lease Option is dependant on credit approval from Great America

Financial Services.

The lease payment calculated on this quote does not include sales tax.

Your first invoice will include a \$69.50 Document Fee from Great America Financial Services.

Additional terms and conditions will be addressed by Great Ameican Financial Services lease. documents.

Future Sales and Service requests will continue to be submitted to TCS.

If installation is included, We will perform it in a workmanlike manner. Installation will take place at the address shown at the head of this quote. We are not responsible for damages to Your premises not resulting from our negligence. Installation will be deemed complete when the equipment has been installed in accordance with the scope-of-work and it has passed Our standard acceptance testing. If installation is delayed because of circumstances not within our control, any agreed dates or times of performance or of any other obligations will be extended accordingly to cover the period of delay. We will use our best efforts to deliver and install these items in a timely manner, but under no circumstances will We be liable for damages, special, consequential, or otherwise, for delays in delivery or installation.

We warrant that for a period of one year from the completion of installation that, as of the installation completion date (or if not installed by US, the delivery date), the equipment will be free from defects in material and workmanship. If any defects covered by this warranty appear within the stated one year period, We will have the option of repairing or replacing the equipment at our expense. This will be Your exclusive remedy for breach of warranty or for negligence. We will not be obligated to repair or replace any item which has been repaired by others, abused, improperly handled or stored, altered or used with third party equipment which is defective or of poor quality. We will not be obligated to repair or replace items which have not been installed by Us. We will not be liable for any special or consequential damages or for loss, damage or expense directly or indirectly arising from use of the equipment or arising from Your inability to use the equipment either separately or in combination with any other equipment or from any other cause. This warranty will be in lieu of and excludes all other express or implied warranties of merchantability, fitness or otherwise.

We are not responsible for conditions on the telephone or data carrier's side of the interface equipment at Your premises (the DEMARK), nor for the timely provision of suitable service by them. You are responsible for making all arrangements with the carriers and You will pay all tariffs and other charges with associated with that service.

If We are performing installation services, We will need reasonable access to Your premises. You will allow our employees or agents such access at all hours consistent with the requirements of the installation. You are responsible for making the premises suitable in all respects, including all temperature and humidity control, dust conditions, etc. as required in the applicable equipment specifications. Your premises must be dry and not injurious to our employees or agents. You will provide all necessary openings and ducts for cable



No.: **9857** 

Date: 06/11/2018

and conductors. You will provide suitable electrical service and metallic ground or grounds as required. In addition, You will provide for the termination of any existing service agreement with the local telephone utility and for removal of any existing equipment and cable as required. You will be responsible for providing secure and easily accessible storage space near where the equipment will be used, and also for secure storage of tools. You will provide conduit systems as required by federal, state or local codes.

We may assign this agreement in whole or in part, and We may freely subcontract any or all of the work. You may not assign this agreement in whole or in part without Our prior written permission.

If any of Your payments or other obligations are not performed as agreed, You will be in default, and all unpaid amounts will become immediately due and payable. When You are in default, We will have all the rights and remedies under the UCC and any other laws, including the right to any delinquent payments for which You remain liable. As long as any part of the balance due is outstanding, We retain title to the equipment.

No changes in this agreement can be made, except in writing signed by the authorized representatives of both parties. This agreement sets forth the entire and final agreement between the parties, all prior agreements and understandings being merged herein and there are no representations, warranties or stipulations, whether oral or written not contained herein. This agreement is not effective until accepted and signed by an officer of TCS at its principal address.

tcs quote - cover.rpt Printed: 08/27/2018, 4:26 PM Page 4



### **Professional Services**

for

Osage Beach PD, MO

(Direct Sale)

**Quote Number: 27530** 

Version: 1

July 24, 2018

The terms and conditions available at <a href="west.com/legal-privacy/terms/call-handling">west.com/legal-privacy/terms/call-handling</a> will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information owned by West Safety Solutions Corp. or its affiliates, and such information may not be used or disclosed by any person without prior written consent.

### Summary - Osage Beach PD

Item	Cost
Services	\$7,357.50
Total:	\$7,357.50

### **Configuration Osage Beach PD**

Model#	Description	Qty	List Price	Selling Price	Total
Installation					
950104	Professional Services (per Day)	3			
960575	Living Expense per Day per Person	5			
960580	Travel Fee per Person	1			
				Subtotal	\$6,750.00
					, ,
Project Manager	nent Services				,,
Project Manager 950510	nent Services Project Management Services	1			
Project Manager 950510		1		Subtotal	\$607.50

#### **Notes**

- Professional Services to reconfigure VIPER/Power 911 for different admin lines (customer is replacing their PBX).
- Professional Services: This quote represents an estimate of labor costs to perform the work described in this quote. If the amount of labor needed to correct the issue can't be accomplished time allotted in this quote, West will contact the customer representative before performing additional labor. If the actual labor to perform the work is significantly less than the amount quoted, the final charge may be adjusted.

### 3 Comprehensive Project Management

This is a service offered to partners that do not have a Project Manager assigned to the project, where West Safety Solutions, Corp's Comprehensive Project Management (CPM) provides a Project Manager that coordinates all project activity.

The CPM provides complete, end-to-end project management support and services that could include on-site support, project documentation, formal reporting, as well as coordination of deliveries both internally as well as with the partner and the end customer.

The CPM level of service includes all services in the basic level plus the following:

- Site survey is reviewed (or initiated and then reviewed) to verify that site and system environment are ready for installation
- Scope of Work is completed (includes a Project Schedule of key dates)
- Review system design
- Site and/or network diagram are completed as required
- 3rd Party contractors included in the sales order are contacted and managed
- Project kick-off meeting is scheduled with the end customer and held via conference call or optionally on site
- Comprehensive risk assessment and mitigation planning
- Overall project coordination
- Weekly project status meetings are scheduled, led and documented
- Customer configuration for staging is collected and communicated
- Equipment staging (if ordered) and shipping is managed"
- Coordinate on-site delivery
- Equipment receipt and inventory is validated
- West Safety Solutions Corp. resources are scheduled and managed with project implementation and cutover requirements
- Maintain all project related communications and documentation
- Complete Site Book for delivery to end customer at time of handover to service
- Variable: Project Manager Presence on-site (with additional per day and travel cost components). This is typically required for project kickoff (if on-site), final site evaluation, and cut-over project management services

#### **Terms**

**VENDOR NAME** 

**West Safety Solutions Corp** 

1601 Dry Creek Drive Longmont, CO 80503

Include quote number and customer EIN/Tax Identification Number on P.O.

SUBMIT P.O.

ordermanagement.safetyservices@west.com

**PRICING** 

All prices are in USD

Taxes, if applicable, are extra.

Shipping charges are extra unless specified on the quote.

**SHIPPING TERMS** 

FCA (Montreal), INCOTERMS 2010

**PAYMENT** 

Per Contract

**DELIVERY** 

TBD

**VALIDITY** 

Quote expires on November 21, 2018. However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time.

**COPYRIGHT** 

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Copyright 2018
West Safety Solutions Corp
27530 v1- Osage Beach PD, MO

# Example for Cost tor Iraditional Mone Syste

### Mike Welty

From:

DEEM, CHRISTOPHER <cd590b@att.com>

Sent:

Subject:

Thursday, March 29, 2018 11:29 AM

To:

Mike Welty RE: Traditional phone service vs VOLP

Mike,

This is a quote that was for 73 phones that was as close as I could find to the amount of phones you have. So it would be at least this price and more since you have more phones.

OTV	ppopuleT	TOTAL PRICE
QTY	PRODUCT IP OFFICE R10+ CTI LIC:DS	\$302.53
	IP OFFICE R10+ VOICEMAIL PRO 2 LIC:CU	\$862.04
THE RESERVE	IP OFFICE R10+ SIP TRUNK 1 LIC:CU	\$894.71
25	IP OFFICE R10+ IP500 VOICE NETWORKING 4 LIC:CU	\$333.66
The second	IP OFFICE R10+ AVAYA IP ENDPOINT 1 LIC:CU	\$2,544.69
73	IP OFFICE R10 ESSENTIAL EDITION PLDS LIC:DS	\$245.36
1	IP OFFICE R10 PREFERRED VOICEMAIL PRO PLDS LIC:DS	\$938.71
HO HAS	POWER CORD 18AWG 10 Amp AC US/NORTH AMERICA	\$8.84
nima mini	IP PHONE 96XX REPLACEMENT LINE CORD	\$498.98
73	IP OFFICE IP500 RACK MOUNTING KIT	\$29.28
1	IP OFFICE IP500 EXTENSION CARD PHONE 2	\$122.22
47 1 3 W	IP PHONE BUTTON MODULE FOR 9600 SERIES MODELS	\$300.07
3	IP OFFICE 500 VERSION 2 CONTROL UNIT	\$317.40
1	IP OFFICE 500 VERSION 2 DON'T FOLLOW	\$24.64
1	IP OFFICE IP500 V2 SYSTEM SD CARD MU-LAW IP OFFICE MEDIA CARD VOICE (VCM) CODING MODULE 64	\$171.01
		AND PROPERTY OF
	V2	\$186.74
1	IP TELEPHONE 9608G GREY GIGABIT ETHERNET	
18	IP PHONE 9608G GRAY GLOBAL 4 PACK	\$12,223.06
3	CE POWER CORD NORTH AMERICA	\$ <u>55,41</u> \$79,48
3	GLOBAL SINGLE PORT POE INJECTOR 10/100/1000 15.4W	\$79.48
	KIT	
resident 8	Equipment Su	btotal: \$66,035.4
Fin	BUEB ADDI HEM 2421911 MILL OF LOCAL CONTRACT CON	count: \$32,411.7

Finance your new system with an AT&T Capital Services Lease			Equipment Subtotal:	\$66,035.43	
Thursday year their dyesses	\$1 Purchase	FMV	Discount:	\$32,411.77	
12 Monthly Payments of:	\$4,628.11	\$4,348.03	Equipment Total:	<b>\$33</b> ,623.66	
24 Monthly Payments of:	\$2,405.87	\$2,255.24		* ** **	
36 Monthly Payments of:	\$1,616.37	\$1,576.63	Installation:	\$19,589.00	
48 Monthly Payments of:	\$1,258,18	\$1,274,18	Shipping:	\$168.12	
60 Monthly Payments of:	\$1,049.47	\$1,085.72	Training:		
Lease rates are for commercial lease	es only and do not inc	lude applicable	Support Services:	\$348.00	
tevas or maintenance costs		1	OEM/ERS Services:	\$1,748.00	
Lease proposal subject to credit approval and acceptance by			Services Subtotal:	\$2,096.00	
AT&T Capital Services. Questions?	Call 1-800-733-1481	<u> </u>	Voice Maint Solutions:	\$1,059.96	
Note: - All returns subject to a 20% restocking fee	•		Grand Total:	\$56,536.74	

<sup>-</sup> Shapping costs are estimates

If you need to get a more exact quote we would need to set up a design session with one of our PBX vendors.

Thanks,

**Chris Deem** 

# AT&T Collaborate Proposal for CITY OF OSAGE BEACH



### Presented by

#### Overview:

- Fully hosted VoIP service that combines a full range of advanced features, applications and management tools, helping to reduce your infrastructure and maintenance concern
- Unified communication capabilities for collaboration like instant messaging, presence, conferencing and web collaboration
- · Seamless experience across mobile and desktop devices
- Access from anywhere in the US 48 states across any internet connection
- Unlimited local and long distance calling
- Tailor service for each employee to meet your business needs
- · Easy to use web tools for call management, administration, reports, order and service management
- Provides your business with connectivity, communication, and collaboration on the go.

Account Name:

Term:

36 Months

Total Monthly Recurring Charges:

\$2,726.10

\$20,492.25

Total Number of Sites:

# Location Pricing

ocation	Feature	Qty.	Non Recurring	Monthly Recurring
Public Works	Basic User Seat	16	\$0.00	<b>\$4</b> 19.40
5757 CHAPEL DR OSAGE BEACH, MO, 65065				
	Purchased Equipment Charges			
	Adtran NetVanta 1234 24-port	1	\$397.50	<b>\$O</b> .00
	Polycom VVX 201 - 2 line	16	\$2,088.00	<b>\$0.00</b>
	Shipping Charges		\$51.00	\$O.00
	Equipment Installation Charges			
	Adtran NetVanta 1234 24-port	1	\$108.00	\$0.00
	Polycom VVX 201 - 2 line	16	\$300.00	\$0.00
Location Total			\$2,944.50	\$419.40
				y The second
GG Airport 957 AIRPORT RD OSAGE BEACH, MO, 65065	Basic User Seat	3	\$0.00	\$78.64
	Purchased Equipment Charges			
	Edgemarc 3700	1	\$224.25	\$0.00
	Polycom VVX 201 - 2 line	2	\$261.00	\$0.00
	Shipping Charges		\$9.00	\$0.00
	Equipment Installation Charges			
	Edgemarc 3700	1	<b>\$</b> 18.75	\$0.00
	Polycom VVX 201 - 2 line	2	\$37.50	\$0.00
Location Total			\$550.50	\$78.64
City Hall 1000 CITY PKWY	Basic User Seat	84	\$0.00	\$2,201.85
OSAGE BEACH, MO, 65065	Purchased Equipment Charges			
	Adtran NetVanta 1238P 48-port	3	\$3,262.50	\$0.00
	Polycom VVX 201 - 2 line	80	\$10,440.00	\$0.00
	Polycom VVX 400 - 12 line	4	\$867.00	\$0.00
	Shipping Charges		\$130.50	\$0.00

Disclaimer: This quote/proposal is not a firm offer to purchase and is for budgetary purposes only. Only the contract for this solution is a firm offer to purchase.

# Location Pricing

ocation	Feature	Qty.	Non Recurring	Monthly Recurring
	Equipment Installation Charges			
	Adtran NetVanta 1238P 48-port	3	\$324.00	\$0.00
	Polycom VVX 201 - 2 line	80	\$1,500.00	\$0.00
	Polycom VVX 400 - 12 line	4	\$75.00	<b>\$0.00</b>
Location Total			\$16,599.0 0	\$2,201.85
City Park  1000 CITY PKWY	Basic User Seat	1	\$0.00	<b>\$2</b> 6.21
OSAGE BEACH, MO, 65065	Purchased Equipment Charges			
	Edgemarc 3700	1	\$224.25	<b>\$0.00</b>
	Polycom VVX 201 - 2 line	1	\$130.50	\$0.00
	Shipping Charges		\$6.00	<b>\$0</b> .00
	Equipment Installation Charges			
	Edgemarc 3700	1	\$18.75	\$0.00
	Polycom VVX 201 - 2 line	1	\$18.75	\$0.00
Location Total			\$398.25	\$26.21

Disclaimer: This quote/proposal is not a firm offer to purchase and is for budgetary purposes only. Only the contract for this solution is a firm offer to purchase.

City of Osage Beach	
Agenda Item Summary	
Date of Board of Aldermen Meeting: 10/04/18	
Originator: (Name/Title) Jeana Woods, City Administration	tor
Date Submitted: 09/21/18	
Agenda Item Title:	
Bill 18-50 - An Ordinance of the City of Osage Beach, M	Aissouri Authorizing the Expenditure of Funds to
Support the Veteran's Day Parade Support Request.	
Presented by: (Name/Title) Jeana Woods, City Adminis	strator
Requested Action:	
Motion to Approve	Proclamation
First Reading of Bill #	Public Hearing
Second Reading of Bill # 18-50	Other (Describe)
Resolution #	Guier (Bescribe)
Resolution #	
Ordinance Reference for Action: (i.e. RSMo Section,	Ordinance # & Title)
Per Section 110.300, Board approval required by ordinan	nce for the distribution of funds from the Community
Promotions - Community Event Support account.	
Deadline for Action: YES NO (•)	
If yes, explain:	
Fiscal Impact:	
Not Applicable	
Budgeted Item: YES ( NO (	
If no, provide funding source:	· · · · ·
Budget Line Item/Title: 10-21-754250 Commun	. (5,000,00
FY 18 Budgeted Amount:	·
Expenditures to Date $08/31/18$ : Available:	(\$ <u>17,889.00</u> ) \$ 47,111.00
Available:	· · · · · · · · · · · · · · · · · · ·
Requested Amount:	<b>\$</b> 750.00
Attachments: YES   NO	
If yes, list attachments:	

Bill 18-50; Request For Event Support Application

### **Department Comments and Recommendation:**

N/A

### **City Administrator Comments and Recommendation:**

The first reading was read and passed by the Board of Aldermen on September 20, 2018.

Per City Code 110.230, Bill 18-50 is in correct form as per City Attorney.

In the Economic Development Department, within account 10-21-754250 Community Promotions, \$10,000 is budgeted for event support. Per City Code 110.300, the intent is for the purpose of supporting event activities that bring visitors, trade, and business into the City. Applications are submitted and Board approval is required.

To date the following activity has occurred:

2018 Budget for Event Support	\$10,000
Aquapalooza - 06/21/2018 (requested \$2,000-Board Approved \$3,000)	(\$3,000)
Bikefest - 09/06/2018 (requested \$5,000-Board Approved \$3,000)	(\$3,000)
Remaining Available Balance	\$4,000

Enclosed is Lake of the Ozarks Elks Lodge 2517 Veterans Parade's Event Support Form submitted to me on September 7, 2018. The request is for \$750.00 for the 2018 parade to be held on November 10, 2018.

Please note- The Missouri Symphony Pops Concert held on June 30, 2018, was an event supported by the City at \$2,000; this was a FY2017 budgeted approved expenditure carryover into FY2018.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE EXPENDITURE OF FUNDS TO SUPPORT THE VETERANS PARADE SUPPORT REQUEST

WHEREAS, the Board of Aldermen find that the Veterans Parade is a yearly event honoring area veterans, and the Board wishes to support this public event for our community:

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

<u>Section 1</u>. That the expenditure of funds in an amount of seven hundred fifty dollars (\$750.00) is hereby authorized for the Lake of the Ozarks Elks Lodge 2517 Veterans Parade to be held November 10, 2018.

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

### Section 3. Severability

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

Section 4. Repeal of Ordinances not to affect liabilities, etc.

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

<u>Section 5</u>. This Ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

READ FIRST TIME: September 2	20, 2018 READ SECOND TIME:	
I hereby certify that the above Ordinance N Board of Aldermen of the City of Osage B	<u> </u>	, 2018, by the
Ayes:	Nays:	
Abstentions:	Absent:	



### City of Osage Beach REQUEST FOR EVENT SUPPORT Exhibit A to City Code Section 110.300

Requested Amount: 4750,00 Date of Request: 9-4-18
Organization Information:
Organization Name: LARE OF THEOZIPUS FLKS LODGE 2517
Address: 5/6/ DSKE BEACH PARK WAY
Phone # <u>573</u> — Fax # <u>573</u> —
Contact Name: JERRY SPURGEON
Phone # (cell) <u>573-434-4368</u> (Other)
Is the organization a not-for-profit?
If yes, is it a registered 501(c)3 or other designation? ☐ YES ☐ NO (If yes, attach IRS classification)
If yes, is the organization a local not-for-profit or national not-for-profit organization?
Your organization's activities focus on: (check all that apply)
<b>▼</b> Families and Youth
★ Health & Human Services
☐ Education, Job Development, Housing or other similar community focus
□ Tourism
☐ Arts & Cultural Activities
□ Environmental & Preservation
□ Other:
- Other.
Event Information:  Event Name: VETERANS PARADE  Event Dates: NOV. 10 to 3018  Event Location: O.R. PARADE TO HOROR SLL WATERANS  WHO NAVE SERVED
How will the proceeds of this event be used? <u>NO PROCORAS</u> - <u>NO FEES</u> CINCLED  How will the City be recognized through this event? <u>NAME OU TEOSHIRTS</u> , 1) AOS
How will the City be recognized through this event? NAME ON TEOSHIRTS, 1) ADS  17 LOLAL PROPERTY SIGN AS SPUNSURGATOUP, FOR
WER HOS PEOPLE, RADIO TALK PRUKRAMS & ADS HAD SPAINGFIELD TV HERE ZAST YEAR
HINO WAD LARETY ON THAIR PARADE ATTOMPS.

Is the event open to the public? YYES  NO If no, explain:
Is there an entry fee or requirement to purchase a ticket, etc.?   YES   NO
If yes, explain:
Total budget for the event: 4 3,000,00
(Attach details of your budget-include all sources of funding and expenses.)
In the case of a budget shortfall, how will the loss be covered? FLKS LODGE SCTWATES FUND
How many years has this event been held? WILL BE THE 5 9 YEAR
Estimated attendance this year? 400 + Last year's attendance, if applicable? 400 +
Applicant:
Application Completed By: VERRY SPURGEON
Contact Phone/Cell: 573 4347 25 4368
Signature Geallo NSpuggeon TRUSTED 9-4-18  Print Name Title Date
Send Completed Application and Attachments To:
Email: jwoods@osagebeach.org
Mail: City of Osage Beach
Jeana Woods, City Administrator
1000 City Parkway
Osage Beach, MO 65065
************
Internal Use
Date Application Received: By:
Date Board Approved/Declined: Amount Approved:
Other Information:

## **VETERANS PARADE**

## 2018

# BUDGET \$2,000.00

The first four years of the Parade. The ELKS, paid full cost of the parade.

### Donations for 2018 parade.

INDIAN ROCK GOLF CLUB	\$200.00
PROVIDENCE BANK	150.00
ADVANTAGE CHEMICAL	150.00
PAT MAHAR	100.00
WOODYS TAVERN	100.00
DOUBLE TT RANCH	50.00
TOTAL	\$ 750.00
EXPENSES	
TEE SHIRTS	\$550.00
Food	600.00
PRINTING	175.00
ADVERTISMENTS	450.00
FLAGS	250.00
Total	\$2,025.00

**EXACT COST OF EACH ITEM, HAS NOT BEEN SET AS OF YET.** 

All cost over runs will be paid by the Elks Lodge.

City of Osage Beach	
Agenda Item Summary  Date of Board of Aldermen Meeting: 10/04/18  Originator: (Name/Title) Todd Davis / Police Chief	
Date Submitted: 09/25/18	
Agenda Item Title:	
Bill 18-51 - An Ordinance of The City of Osage Beach,	Missouri Authorizing the Retirement of K9 Officer
Axel And Authorizing the Mayor to Execute a K9 Office	
Presented by: (Name/Title) Todd Davis / Police Chief	
Requested Action:	
Motion to Approve	Proclamation
First Reading of Bill # 18-51	Public Hearing
Second Reading of Bill # 18-51	Other (Describe)
Resolution #	
Ordinance Reference for Action: (i.e. RSMo Section,	Ordinance # & Title)
Board of Aldermen approval required for said property p	
	,
Deadline for Action: YES   NO	
If yes, explain:	
Staff is requesting immediate action due to the ho	oming of Axel.
2 12 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	,g
Fiscal Impact:  Not Applicable	
Budgeted Item: YES NO	
If no, provide funding source:	
Budget Line Item/Title:	
FYBudgeted Amount:	\$
Expenditures to Date: Available:	(\$) \$ 0.00
	·
Requested Amount:	\$
Attachments: VES A NO	

Attachments: YES NO If yes, list attachments:

Bill 18-51; Adoption Agreement

#### **Department Comments and Recommendation:**

In November of 2012, the Board of Aldermen approved the acquisition of K9 "Axel" in the amount of zero dollars (\$0), from K2 Solutions, Inc., Southern Pines, North Carolina, via donation. At that time Axel was 3 years, 4 months of age and replaced the retiring K9 "AJ"; who retired at 7 years of age after serving the City from February 2006 - November 2012. Upon AJ's retirement, he was adopted and found his forever home with former City Airport Manager Bud Hyde.

The average working age span of a Police K9 is 6 - 9 years, depending on the overall use and health of the canine. As of this month, Axel is 9 years and 2 months of age.

Currently, Axel is being treated for pain in is right rear leg and is on anti-inflammatory medication. There was not an obvious incident that caused the injury, but earlier this month while training at the Missouri Police Canine Association Fall Conference, he began limping and favoring his leg. Due to the injury, K9 Axel and his handler, Corporal Sam Ford, did not attempt the annual certification testing.

K9 Axel's handler, Corporal Ford, recently resigned from the City of Osage Beach. This would require the City to assign a new handler to Axel and send the new handler to training for 6-8 weeks and at an approximate cost of \$3,600.00, not including meals and lodging. I do not believe it would benefit the City to send a new handler and Axel to training.

At this time, due to Axel's current health and age, I believe it is in the best interest of Axel to retire concurrently with the resignation of Corporal Sam Ford and allow him to be adopted by him, his current handler.

#### **City Administrator Comments and Recommendation:**

Per City Code 110.230, Bill 18-51 is in correct form as per City Attorney.

In essence this is a surplus of city property with unique circumstances pertaining to the asset, Axel.

I concur with the Police Chief's assessment of the circumstances and recommendation to retire Axel and allow Sam Ford to adopt him to provide him with a forever home. Sam has been Axel's handler since day one.

A first and second reading is being requested due to timing and homing of Axel.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE RETIREMENT OF K9 OFFICER AXEL AND AUTHORIZING THE MAYOR TO EXECUTE A K9 OFFICER ADOPTION AGREEMENT WITH SAM FORD.

WHEREAS, the Board of Aldermen is pleased to honor and authorize the retirement of K9 Officer Axel after nearly six (6) years of loyal and courageous service; and

WHEREAS, K9 Officer Axel has served the City of Osage Beach and its citizens as a Police Service Dog (Canine) since November 2012 and

WHEREAS, Officer Axel has been a dedicated partner to his handler, Sam Ford; and

WHEREAS, K9 Officer Axel assisted in numerous seizures of illegal drugs and has assisted in locating missing persons; and

WHEREAS, K9 Officer Axel assisted neighboring law enforcement agencies such as Lake Ozark Police Department, Eldon Police Department, Camdenton Police Department, Camden and Miller County Sheriff's Departments, the Lake Area Narcotics Enforcement Group (LANEG), the Mid-Missouri Narcotics Task Force, as well as the Missouri State Highway Patrol; and

WHEREAS, K9 Officer Axel earned the certification of Missouri Police Canine Association (MPCA) and the North American Police Work Dog Association (NAPWDA); and

WHEREAS, the Board of Aldermen and the citizens of the City of Osage Beach are grateful for his service and wish him well in his retirement.

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

- <u>Section 1</u>. The Board of Aldermen hereby congratulates K9 Officer Axel on his well-earned and honorable retirement and wish him well in his retirement.
- <u>Section 2</u>. The Board of Aldermen hereby recognizes and authorizes the Mayor to execute on behalf of the City, the K9 Officer Adoption Agreement under the terms and conditions as shown in the attached Exhibit "A".
- Section 3. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

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

READ FIRST TIME:	READ SECOND TIME:
hereby certify that the above Ordin	nance No. 18.51 was duly passed on
2018, by the Board of Aldermen of the	e City of Osage Beach. The votes thereon were as follows:

BILL NO. 18-51 Page 2

Ayes:	Nays:
Abstentions:	Absent:
This Ordinance is hereby transmitted to the May	yor for his signature.
Date	Cynthia Lambert, City Clerk
Approved as to form:	
Edward B. Rucker, City Attorney	
I hereby approve Ordinance No. 18.51	
Date ATTEST:	John Olivarri, Mayor
	Cynthia Lambert, City Clerk

# K9 Officer Adoption Agreement

City of O	<del></del> <del></del>	of, 2018 by and between the the adoption of K9 Officer Axel upon his d secure retirement.
Th	ne parties agree that:	
1.	The City of Osage Beach hereby sur Officer Axel and releases him from ar	renders all rights, title and interest in K9 ny further claim for service.
2.	The City of Osage Beach hereby tran- certifications, and files it has concerning	nsfers to Mr. Samuel D. Ford all recordsing K9 Officer Axel
3.	<u> </u>	fficer Axel will to be kept for the rest of his and not sold, transferred or reemployed anner.
4.	<del>_</del>	this point forward he is solely responsible Osage Beach is released from any furthe of K9 Officer Axel.
5.	This is the entre agreement between of the natural life of K9 Officer Axel.	the parties and shall last for the duration
		For the City of Osage Beach
		John Olivarri, Mayor
		Samuel D. Ford

City of Osage Beach	
Agenda Item Summary	
Date of Board of Aldermen Meeting: 10/04/18	
Originator: (Name/Title) Jeana Woods, City Administrato	<u>Or</u>
Date Submitted: $09/21/18$	
Agenda Item Title:	
Motion to Approve CPSM Professional Services Contract	
amount of \$43,650 plus travel expenses not to exceed \$4,0	000.
Presented by: (Name/Title) Jeana Woods, City Administ	rator
Requested Action:	
✓ Motion to Approve	Proclamation
First Reading of Bill #	Public Hearing
Second Reading of Bill #	Other (Describe)
Resolution #	
Ordinance Reference for Action: (i.e. RSMo Section, O	ordinance # & Title)
Board of Aldermen approval required for purchases over \$	•
Purchasing, Procurement, Transfers, and Sales.	713,000 per Wullicipal Code Chapter 133, Article II.
Deadline for Action: YES NO	
If yes, explain:	
Fiscal Impact:	
Not Applicable	
Budgeted Item: YES NO	
If no, provide funding source:	-1 Ci
Budget Line Item/Title: 10-14-733800 Profession FY 18 Budgeted Amount:	\$ 20,500.00
Expenditures to Date 06/26/18:	(\$
Available:	\$ 20,450.00
Dominated Amount	<b>\$</b> 47,650.00
Requested Amount:	<b>5</b> 47,030.00
Attachments: YES   NO	
If yes, list attachments:	

Contract

#### **Department Comments and Recommendation:**

N/A

#### **City Administrator Comments and Recommendation:**

Update: At the September 20, 2018 Board of Aldermen meeting the Board voted on this item 3 to 2, in favor; however, with one Aldermen absent that vote was not sufficient for passage as this specific item, due to its contractual nature, requires a majority of the elected Board for passage. It was requested by Alderman Rucker to bring the item back to the Board for consideration at which time there would be full attendance of the members of the Board.

Center for Public Safety Management, LLC (CPSM) is an exclusive provider of public safety technical assistance and will provide us with a complete and comprehensive analysis of our law enforcement services to ultimately enable us to grow as a department and to provide top of the line emergency services for our community. I believe this would be a valuable one-time investment that equates to only 2% of the average \$2.03 million we spend annually on our Police Department.

This request is for a contract cost of \$43,650 (includes 10% discount because I am an ICMA member) plus travel costs not to exceed \$4,000. 10-14-733800 Professional Services has a budget of \$20,000 for this service. Budgeting of this service was done prior to any in depth research regarding proposals. Due to two specific changes in personnel to date, the remaining funds needed (approximately \$27,650) will come from the department's Salaries line item (10-14-711000); therefore, this item cost will not affect the department's budget as a whole to be over-budget. A budget amendment can be presented once the services are completed to adjust the specific line items.

CPSM will use their subject matter experts to complete an analysis using mathematical and operational research to identify our specific performance based on our data, interviews, and community info, in addition to doing workload analysis and service load research. They will observe operations at all levels, review case files, assess compliance and policies, and assess our culture, just to hit a few highlights. The end result will be a comprehensive report that will include recommendations revolving around public safety risk, policy and direction for City Administration and the Police Chief, and in depth information that will empower the Mayor and Board to understand the department and its community integration.

The Police Department is a specialized department playing a unique and integral part in our community. Specially, our department is staffed to not only support a full-time community population of under 5,000 citizens but also an ever growing part-time and visitor population that swells exponentially on weekends, holidays, and during season, in addition to our growing business community. This diversity adds to public safety risk and operational challenges.

The following major outcomes are expected from CPSM;

- \*Data-driven analysis to identify actual workload needed,
- \*Identify and recommend staffing and deployment levels for operational and support functions within the department,
- \*Thorough examination of the department's organizational structure and culture,
- \*Performance gap analysis, comparing the 'as is' state of the department to the best practices in industry standards,
- \*Recommendations on policy relevance and strategic planning,
- \*Recommendations on our management framework to ensure accountability, increased efficiency, and improve performance.

As requested in July, the Board has been supplied with three completed analysis of other departments conducted by CPSM prior to the Board packet being distributed. These will serve as a sample of CPSM's work and the level of detail we can expect. Chief Davis and I have contacted several individuals for direct references and to summarize, the agencies we spoke to prompted the services of CPSM due to the need to review best practices and trends in Law Enforcement, desire to enhance policy and strategic planning, desire to increase

efficiency and effectiveness of operations (staffing levels, meet needs of demands of calls effectively, etc.), desire to overcome declining organizational culture and community perspective. CPSM was highly recommended by those contacted.

#### CONTRACT FOR INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES

This Contract is made as of the \_\_\_\_\_day of \_\_\_\_\_\_, 2018 by and between the City of Osage Beach, a municipal corporation of the State of Missouri, (hereinafter "the CITY"), and the Center for Public Safety Management, LLC (CPSM) the exclusive provider of public safety technical assistance for the International City/County Management Association, a Domestic Limited Liability Company, organized under the laws of the District of Columbia whose principal office is located at 475 K Street, NW, Suite 702, Washington, D.C. 20001, (hereinafter "the CONTRACTOR") and whose Federal I.D. number is 46-5366606.

WHEREAS, the CITY desires to retain the CONTRACTOR, and the CONTRACTOR desires to be retained, pursuant to the proposal scope of services attached hereto as Exhibit "A" and incorporated herein in its entirety;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

#### **ARTICLE 1 - SERVICES**

The services to be rendered by CONTRACTOR under this Contract are set forth in Exhibit "A" (proposal) attached hereto.

#### **ARTICLE 2 - SCHEDULE**

The schedule for services to be rendered by CONTRACTOR is set forth in Exhibit "A" (The Proposal) attached hereto. The Project Launch date as described in Exhibit A shall be \_\_\_\_\_\_. The project and final deliverables shall be completed per the schedule in Exhibit "A", which is approximately one hundred thirty-five (135) days after this Agreement is fully executed, subject to a mutually agreeable extension if necessary. The delivery of an "Operations" and "Data Analysis" draft report shall indicate conclusion of the work anticipated in the proposal. Following delivery of the draft reports, the CITY shall have 30 days to submit any changes it finds prudent or necessary. Sixty days from the delivery of the draft reports, the final report shall be produced and transmitted electronically. Both of these time periods shall be in addition to the time period for conducting the analysis and will not require extensions of the contract. The CITY may elect to engage optional language in the contract to request a final in-person presentation which shall be done outside of the time parameters of this contract.

#### **ARTICLE 3 - PAYMENTS TO CONTRACTOR**

Invoices shall be due and payable upon receipt. Payments received more than 30 days after invoice date will incur a 2% late fee. Payment by the CITY under this Contract shall be governed by Exhibit "A".

Payments by direct deposit (preferred method) shall be sent to:

Routing No.: xxxx Account No.: xxxx

Payments by check to the CONTRACTOR shall be sent to:

CPSM P.O. Box 871 Amherst, NY 14226 Invoices to the CITY should be sent to:

Jeana L Woods CPA City Administrator 1000 City Parkway Osage Beach, MO 65065 jwoods@osagebeach.org

#### **ARTICLE 4 - TERMINATION**

Unless the CONTRACTOR is in breach of the Contract, the CONTRACTOR shall be paid for services rendered to the CITY's satisfaction through the date of termination. This is a legal-binding contract and cannot be terminated without cause. After receipt of a termination notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified;
- B. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY; and
- C. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 5 - PERSONNEL**

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor, and not an employee, or agent of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY, nor shall such personnel be entitled to any benefits of the CITY including, but not limited to, pension, health and workers' compensation benefits.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel consistent with applicable technical and professional standards in the field.

#### **ARTICLE 6 - AVAILABILITY OF FUNDS**

The CITY's elected body has appropriated sufficient funds in the operating budget(s) for which the work to be performed will occur and until the contract has been fully executed.

#### **ARTICLE 7 - INSURANCE REQUIREMENTS**

The CONTRACTOR will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance and professional liability insurance. Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence, \$1,000,000.00 personal and advertising injury, \$1,000,000.00 general aggregate and \$1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability. Limits of liability for professional liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence/claim and \$1,000,000.00 aggregate. If

the general liability insurance coverage and/or the professional liability insurance coverage is on a claims-made basis, the CONTRACTOR will maintain coverage in force for a period of two (2) years following the termination of the contract at the limits specified in this paragraph. The CONTRACTOR is responsible for the payment of any deductibles or self-insured retentions.

The CITY will be named as additional insured under the CONTRACTOR's general liability insurance and automobile liability insurance policies.

The CONTRACTOR agrees to indemnify, hold harmless, and defend the CITY, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorneys fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the CONTRACTOR, its employees, or its sub-contractors in connection with the work to be performed under this contract.

#### **ARTICLE 8 - SUCCESSORS AND ASSIGNS**

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as stated above, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

#### ARTICLE 9 - LAW GOVERNING THIS CONTRACT

The Contract shall be governed by the laws of the State of Missouri. Any and all legal action necessary to enforce the Contract will be held in Camden County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **Dispute Resolution**

In case of a dispute regarding the interpretation of any part of this Contract, the Parties shall use their best efforts to arrive at a mutually acceptable resolution. The CONTRACTOR shall proceed diligently with its performance of the work under this Contract pending the final resolution of any dispute arising or relating to this Contract. The Client shall continue to pay the CONTRACTOR for its performance under the Contract except for those items related to the dispute.

#### ARTICLE 10 - CONFLICT OF INTEREST

The CONTRACTOR represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required.

CONTRACTOR employees, subject matter experts, or subcontractors may undertake outside professional activities provided such activity and involvement does not conflict or interfere with this Contract. In addition, employees, subject matter experts, or subcontractors will not directly or indirectly, alone or with others, engage in or have any interest in any person, firm, or entity that engages in any business activity that is competitive with the business performed under this Contract.

#### **ARTICLE 11 - EXCUSABLE DELAYS**

The PARTIES shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the PARTIES and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; and abnormally severe and unusual weather conditions.

Upon either PARTY'S request, the other PARTY shall consider the facts and extent of any failure to perform the work and, if the PARTY'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly to a newly agreed upon timeline. It shall be the responsibility of the PARTIES to notify the other PARTY promptly in writing whenever a delay is anticipated or experienced, and to inform the other PARTY of all facts and details related to the delay.

#### ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY's expense shall be and remain the CITY property and may be reproduced and reused at the discretion of the CITY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

#### **ARTICLE 13 - NONDISCRIMINATION**

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, and sexual orientation.

#### **ARTICLE 14 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Contract, the successful or prevailing party will be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.

#### **ARTICLE 15 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 16 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The CITY and the CONTRACTOR agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties hereto in accordance with Article 17 -

Modification and Changes. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this contract will supersede and prevail over the terms in the incorporated Exhibits.

#### ARTICLE 17 - MODIFICATIONS AND CHANGES

Only the **CITY's Contracting Officer** or his/her representative has authority to issue modifications to this Contract that materially change or modify any of the specifications, terms, or conditions of this Contract.

Only the **CITY's Contracting Officer** may, by written order, make changes within the scope of work of this contract including but not limited to any one or more of the following: (a) description of services to be performed; and (b) period of performance.

No change order shall be binding unless so issued by the CITY's Contracting Officer in writing and, until approved by the <u>CONTRACTOR'S</u> Contracting Administrator or their designated representative unless they are of an administrative matter.

#### **ARTICLE 18 - NOTICE**

All notices given under this Contract shall be sent by certified mail, return receipt requested, and if sent to the (name of client) shall be mailed to:

Jeana L Woods CPA City Administrator 1000 City Parkway Osage Beach, MO 65065 jwoods@osagebeach.org

and if sent to the CONTRACTOR shall be mailed to:

Director of Research & Project Development Center for Public Safety Management, LLC 475 K Street NW, Suite 702 Washington, DC 20001

IN WITNESS within Exhibit "		to agreed to all that	is written herein and included
	_ OF, STA	TE OF	-
SIGNED		ATTEST	
BY:		_ BY:	
Print Name:_		_ Print Name:	
Title:		Date:	
Date:		-	

### CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC (CPSM)

SIGNED	
BY:	
Print Name:	
Title:	
Date:	