

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH DAKTRONICS, INC FOR REMOVAL OF OLD ELECTRONIC MESSAGE CENTER AND PURCHASE AND INSTALLATION OF GALAXY OUTDOOR ELECTRONICS MESSAGE CENTER.

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 Daktronics, LLC for the removal of the old electronic message center and purchase and installation of Galaxy Outdoor Electronic Message Center – GT6 Series- 10mm via BuyBoard Contract #512-16 in the amount of \$31,039.00 (“Exhibit A”).

Section 2. Total expenditures or liability authorized under the contract shall not exceed Thirty-One Thousand, Thirty-Nine Dollars for FY2019 budget (\$31,039.00).

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

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

READ FIRST TIME: November 7, 2019      READ SECOND TIME: November 21, 2019

I hereby certify that the above Ordinance No. 19.77 was duly passed on November 21, 2019, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 6                      Nays: 0                      Abstentions: 0                      Absent: 0

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

Nov. 21, 2019  
Date

Tara Berreth  
Tara Berreth, City Clerk

Approved as to form:

Edward B. Rueker  
Edward B. Rueker, City Attorney

I hereby approve Ordinance No. 19.77.

Nov. 21, 2019  
Date

John Olivarri  
John Olivarri, Mayor

ATTEST:

Tara Berreth  
Tara Berreth, City Clerk

**DAKTRONICS QUOTE # 631491-4-1**

CITY OF OSAGE BEACH  
 1000 City Pkwy  
 Osage Beach, MO USA 65065  
 Phone:  
 Fax:  
 Email:

25/Nov/2019  
 Quote valid for: 120 days  
 Terms: Net 30 days from shipment with  
 Purchase Order  
 Subject to Credit Review  
 FCA: DESTINATION  
 Delivery: Call for Production Time

Reference: Marquee  
 BuyBoard Contract #592-16

Item No.	Model	Description	Qty	Price
1	GT6x-108X144-10-RGB-2V	<b>Galaxy® Outdoor Electronic Message Center - GT6x Series - 10mm RGB; 2V Interconnect Cable Length Is 20 Feet</b> Matrix: 108 lines by 144 columns Line Spacing: 10mm LED Color: RGB- 281 Trillion Colors Face Configuration: 2V - two one sided displays - same content View Angle: 140 degrees Horizontal x 70 degrees Cabinet Dimensions: Vertical Max Power: 4' 2" H X 5' 1" W X 0' 7" D (Approx. Dimensions) Weight: 1275 watts/display Unpackaged 185 lbs per display; Packaged 270 lbs per display	1	\$30,287.00
	Daktronics Verizon Modem, 4G, Ethernet	Daktronics Verizon 4G Cellular Modem Only - Requires Daktronics Verizon Cellular Data Plan	1	
	Galaxy® External Temperature Sensor	External Temperature Sensor with 25 ft. Quick Connect Cable	1	
	System Startup	Final Commissioning of Equipment	1	
	Bonds		1	
	Physical Installation	See attachment A.	1	
2	<b>FREIGHT</b>	<b>Shipping to site via LTL (enclosed trailer). Usually unloads at a dock, forklift or pallet jack may be required.</b>	1	<b>\$415.00</b>
<b>Services</b>				
3	<b>G5C5-W</b>	<b>Five Year Warranty - Parts Coverage - G5G5</b>	1	
	Venus® Control Suite - Prime Playlist Package, Cloud Based	Secure, web-based software that enables display management anytime, anywhere via internet connection. ADMINISTRATORS OF ACCOUNT REQUIRED AT TIME OF ORDER. Terms of Use: <a href="http://www.daktronics.com/TermsConditions/DD2688225">http://www.daktronics.com/TermsConditions/DD2688225</a>	1	
	Venus® Control Suite -Prime Playlist Web Seminar - Single User	Customized Venus® training in a live, web-based, conference call format using the customer's phone & computer. (English only.)	1	
	Daktronics Verizon Lifetime 4G Cellular Data Plan for VCS, Up to 100,000 Pixels	Daktronics Verizon Lifetime 4G Cellular Data Plan Per Modem, for Venus Control Suite on Displays Up to 100,000 pixels. Excludes streaming data feeds.	1	

**Total Price Excluding Applicable Tax: \$30,702.00**

Please reference listed sales literature: DD1628383 for G5C5-W, DD2688225 for Venus® Control Suite - Prime Playlist Package, Cloud Based, DD3512730 for Daktronics Verizon Modem, 4G, Ethernet, DD4008961 for GT6x-108X144-10-RGB-2V

**Options**

*Please contact your sales representative for additional information*

<b>GT6x RGB 10mm Spare Parts - Two Module Package</b>	<b>Includes Two (2) Modules and Sata Cables</b>	<b>1</b>	<b>\$2,160.00</b>
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# DAKTRONICS QUOTE # 631491-4-1

## Leasing Program

If your purchase exceeds \$25,000, you may qualify for our leasing program allowing you more flexibility to spread out the cost of your Daktronics display over of a period up to five (5) years. Benefits of our leasing program include fixed rate financing, non-appropriation clause, no prepayment penalty, and customizable payment schedules. Plus, at the end of the lease, the equipment is yours to keep with no additional balloon payments.

Sample payment options as follows:

- \$50,000 in total equipment cost = \$10,700 per year
- \$100,000 in total equipment cost = \$21,199 per year
- \$250,000 in total equipment cost = \$52,899 per year

\*\*Payments based on 5 year/annual payment in advance structure. Leasing is subject to credit approval and agreed upon documentation with Daktronics lending partner. Contact your Daktronics representative for additional options and details.

### Exclusions:

- Power
- Engineering Certification
- Applicable Permits
- Electrical Switch Gear or Distribution Equipment
- Hoist
- Labor to Pull Signal Cable
- Taxes
- Front End Equipment

Unless expressly stated otherwise in this Quote # 631491-4 Rev 1 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

### Installation Responsibilities:

If applicable please reference Attachment A for Installation Responsibilities.

### Ad/ID Copy Approval Process

Customer shall provide digital artwork for advertising and identification panels, conforming to Daktronics' graphic file standards, at the time of order. Daktronics will create a proof of provided artwork and require approval of that proof three weeks prior to the initial anticipated ship date. Advertising and identification panels not approved in time, will be shipped without copy in Daktronics' standard finish.

Meghan Potthoff  
 PHONE:  
 FAX:  
 EMAIL: Meghan.Potthoff@daktronics.com

Amanda Kampmann  
 PHONE: 605-692-0200  
 FAX:  
 EMAIL: Amanda.Kampmann@daktronics.com

### Terms And Conditions:

- The Terms and Conditions which apply to this order available on request.
- SL-02374 Standard Warranty and Limitation of Seller's Liability ([www.daktronics.com/terms\\_conditions/SL-02374.pdf](http://www.daktronics.com/terms_conditions/SL-02374.pdf))
- SL-02375 Standard Terms and Conditions of Sale ([www.daktronics.com/terms\\_conditions/SL-02375.pdf](http://www.daktronics.com/terms_conditions/SL-02375.pdf))
- SL-07862 Software License Agreement ([www.daktronics.com/terms\\_conditions/SL-07862.pdf](http://www.daktronics.com/terms_conditions/SL-07862.pdf))
- Additional Links:
- Wireless Service Addendum ([www.daktronics.com/TermsConditions/DD3956286](http://www.daktronics.com/TermsConditions/DD3956286))

### Acceptance:

The parties acknowledge and agree that the agreement (the "Agreement") is comprised of the terms and conditions contained within this quote and any attachments thereto, along with the documents at the website addresses above. Purchaser hereby agrees to purchase the equipment as defined in the Agreement. Purchaser acknowledges having had the opportunity and means to review the Agreement. The Agreement represents the entire agreement of the parties and supersede any previous understanding or agreement. The undersigned has actual authority to execute this document and Daktronics is relying on such authority. Purchaser acknowledges and agrees to the above, as evidenced by its attestation below.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



# DAKTRONICS QUOTE # 631491-4-0

## Leasing Program

If your purchase exceeds \$25,000, you may qualify for our leasing program allowing you more flexibility to spread out the cost of your Daktronics display over of a period up to five (5) years. Benefits of our leasing program include fixed rate financing, non-appropriation clause, no prepayment penalty, and customizable payment schedules. Plus, at the end of the lease, the equipment is yours to keep with no additional balloon payments.

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\$100,000 in total equipment cost = \$21,199 per year

\$250,000 in total equipment cost = \$52,899 per year

\*\*Payments based on 5 year/annual payment in advance structure Leasing is subject to credit approval and agreed upon documentation with Daktronics lending partner. Contact your Daktronics representative for additional options and details.

### Exclusions:

- |  |                              |
|--|------------------------------|
| - Power  | - Holst                      |
| - Engineering Certification                        | - Labor to Pull Signal Cable |
| - Applicable Permits                               | - Taxes                      |
| - Electrical Switch Gear or Distribution Equipment | - Front End Equipment        |

Unless expressly stated otherwise in this Quote # 631491-4 Rev 0 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions

### Installation Responsibilities:

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Daktronics will create a proof of provided artwork and require approval of that proof three weeks prior to the initial anticipated ship date. Advertising and identification panels not approved in time will be shipped without copy in Daktronics' standard finish.

*Meghan Potthoff*

*Amanda Kampmann*

Meghan Potthoff

PHONE:

FAX:

EMAIL: [Meghan.Potthoff@daktronics.com](mailto:Meghan.Potthoff@daktronics.com)

Amanda Kampmann

PHONE: 605-692-0200

FAX:

EMAIL: [Amanda.Kampmann@daktronics.com](mailto:Amanda.Kampmann@daktronics.com)

### Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

SL-02374 Standard Warranty and Limitation of Seller's Liability ([www.daktronics.com/terms\\_conditions/SL-02374.pdf](http://www.daktronics.com/terms_conditions/SL-02374.pdf))

SL-02375 Standard Terms and Conditions of Sale ([www.daktronics.com/terms\\_conditions/SL-02375.pdf](http://www.daktronics.com/terms_conditions/SL-02375.pdf))

SL-07862 Software License Agreement ([www.daktronics.com/terms\\_conditions/SL-07862.pdf](http://www.daktronics.com/terms_conditions/SL-07862.pdf))

Additional Links:

Wireless Service Addendum ([www.daktronics.com/TermsConditions/DD3956286](http://www.daktronics.com/TermsConditions/DD3956286))

### Acceptance:

The parties acknowledge and agree that the agreement (the "Agreement") is comprised of the terms and conditions contained within this quote and any attachments thereto, along with the documents at the website addresses above. Purchaser hereby agrees to purchase the equipment as defined in the Agreement. Purchaser acknowledges having had the opportunity and means to review the Agreement. The Agreement represents the entire agreement of the parties and supersedes any previous understanding or agreement. The Undersigned has actual authority to execute this document and Daktronics is relying on such authority. Purchaser acknowledges and agrees to the above, as evidenced by its attestation below.

*John Olivari*

Customer Signature

*John Olivari / Mayor*

Print Name

Date

Title

**Purchase Order Information:**

CITY OF OSAGE BEACH

PO# \_\_\_\_\_

PO Date \_\_\_\_\_

Purchaser hereby confirms that the equipment is to be delivered to, and may be installed by Purchaser or Daktronics (as indicated elsewhere herein) at the address indicated on page one (1) of the agreement unless otherwise specified below:

<input type="checkbox"/> Same as Bill to	
<b>Ship To:</b>	
_____	
Company	
_____	
Contact Person	
_____	
Address	
_____	
City	
_____	
State	Zip
_____	_____
Telephone	
_____	
Fax	
_____	
Email	
_____	

<input type="checkbox"/> Same as Ship to	
<b>Installation Location (End User):</b>	
_____	
*Company	
_____	
Contact Person	
_____	
Address	
_____	
*City	
_____	
*State	*Zip
_____	_____
Telephone	
_____	
Fax	
_____	
Email	
_____	
*Required Information	

<b>BILL TO (if different from quoted address):</b>	
_____	
Company	
_____	
Contact Person	
_____	
Address	
_____	
City	
_____	
State	Zip
_____	_____
Telephone	
_____	
Fax	
_____	
Email	
_____	



# DAKTRONICS QUOTE # 631491-4-1 MAIN

## ATTACHMENT A

### Outdoor

Responsible Party		Description
Daktronics	Customer	
	✓	1. Provide payment and performance Bond.
	✓	2. Secure necessary sign permits.
	✓	3. Secure necessary construction permits.
	✓	4. Provide existing utility drawings.
✓		5. Removal of existing equipment.
✓		6. Disposal of existing equipment.
✓		7. Generate and issue standard product attachment drawings.
✓		8. Generate and issue standard product electrical and signal drawings.
	✓	9. Provide approval of all engineering drawings, electrical drawings, shop drawings, and equipment locations.
	✓	10. Customer is responsible to ensure the existing structure is adequate, including any necessary modifications, for the installation of the Equipment, including but not limited to obtaining certified engineer drawings to the extent required by law and (ii) providing Daktronics, upon reasonable request, documentation relating to the existing structure and modifications necessary for Daktronics to perform its work.
	✓	11. Unobstructed access to equipment and control room installation site until display is 100%. Installation equipment (cranes, lifts, trucks, etc.) are expected to have access directly to the structure location. No crane picks over 10' distance from structure are included.
	✓	12. Mark location of the new Equipment as delineated in the quote.
	✓	13. Provide all landscape protection, track, sidewalk, path, site restoration, and/or sprinkler system repair work.
✓		14. Site clean-up after Daktronics work.
✓		15. Crating and shipping of all equipment to facility via common or independent carrier.
✓		16. Accept, lift, unload, and inspect all message center equipment and control equipment from carrier.
	✓	17. Provide storage of message center equipment and control equipment in a safe, dry, and secure location until installation.
✓		18. Provide Equipment attachment hardware.
✓		19. Install Equipment attachment hardware.
✓		20. Steel fabrication and erection of sub-structure for Equipment mounting.
✓		21. Paint new support structure.
✓		22. Lift and mount Equipment listed in this quotation.
✓		23. Reconnect existing 120V power to new message centers.
✓		24. Installation of temperature sensor.
✓		25. Installation of Daktronics provided wireless receiver hardware at the equipment location.
✓		26. Unpack, set-up, hook-up, and testing of control system.
✓	✓	27. Provide personnel for maintenance and operator training.
✓		28. Perform maintenance training during installation.
✓		29. Perform operator training.
✓		30. Perform final systems testing and commissioning.
	✓	31. Final acceptance, per DF-1252.

# DAKTRONICS QUOTE # 631491-4-1 MAIN

✓	✓	32. Walk-thru inspection at Substantial Completion and identification of punchlist items
✓		33. Completion of punch list items.
✓		34. Provide and install necessary cladding to fill any voids from previous message centers.

NOTE: All change order work performed by Daktronics or Daktronics subcontractor will be performed at cost plus 20% overhead and profit.