NOTICE OF MEETING AND
BOARD OF ALDERMEN AGENDA

CITY OF OSAGE BEACH
BOARD OF ALDERMEN MEETING

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

TENTATIVE AGENDA

REGULAR MEETING

December 18, 2025 - 5:30 PM
CITY HALL

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN'S COMMUNICATIONS

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

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

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

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

APPROVAL OF CONSENT AGENDA

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

► Minutes of Board of Aldermen meeting December 4, 2025

► Bills List - December 18, 2025

FINANCIAL UPDATE

UNFINISHED BUSINESS

A. Bill 25-04 - An ordinance of the City of Osage Beach, Missouri, authorizing the mayor to execute a contract with Enterprise Fleet Management, INC under the State of Missouri Office of Administration Division of Purchasing Cooperative Contract Procurement #CC23290501. *Second Reading*

B. Bill 25-24- An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Design Guidelines Section 1 - Overview, Section 2 - Water System, Section 3 - Sewerage System, Section 4 - Storm Drainage, Section 5 - Roads, Streets and Parking Areas, Section 6 - Road Cut, Utility Trench & Excavation Permit, Section 7 Street Lights. *Second Reading*

C. Bill 25-69 - An ordinance of the City of Osage Beach, Missouri, repealing Section 705.160 Water Fluoridation as set forth. *Second Reading*

D. Bill 25-103 - An ordinance of the City of Osage Beach, Missouri, adopting an annual budget for the Fiscal Year beginning January 1, 2026, and ending December 31, 2026, and appropriating funds pursuant thereto. *Second Reading*

NEW BUSINESS

A. Bill 25-99 — An ordinance of the City of Osage Beach, Missouri, authorizing an annual contract extension of the original agreements with Tyler Technologies, Inc., with an annual cost increases not to exceed five percent (5%). *First Reading*

B. Bill 25-105 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 25.78 to include additional budget line items for Fiscal Year 2025. *First and Second Reading*

C. Bill 25-106 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Daikin TMI for the relocation of the Communications Center in an amount not to exceed $440,000.00. *First Reading*

D. Bill 25-107- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with U.S. Disaster Restoration to repair damages to City Hall for an amount not to exceed $62,228.01. *First & Second Reading.*

E. Resolution 2025-33 - A resolution of the City of Osage Beach, Missouri, stating facts and reasons for the necessity to amend and increase the City's Annual Budget for Fiscal Year 2025

F. Bill 25-108 — An ordinance of the City of Osage Beach, Missouri, amending Ordinance 24.93 regarding final Fiscal Year 2025 amendments. *First and Second Reading*

G. Resolution 2025-32 - A resolution of the City of Osage Beach, Missouri, opposing increases in truck size and weight limits.

H. Motion to approve bad debt/write off for Water and Sewer Funds in the amount of $2,388.11, Municipal Court in the amount of $7,096.50 and Ambulance Fund in the amount of $170,610.14.

STAFF COMMUNICATIONS

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

ADJOURN

EXECUTIVE SESSION

A. Notice is given that the agenda includes a roll call vote to close the meeting as allowed by RSMo. Section 610.021 (1) Legal Actions, Causes of Action, or Litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

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

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

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

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

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
November 5, 2025

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Budget Workshop #4 Meeting on Wednesday November 5, 2025, at 3:00 PM. The following were present in person: Mayor Michael Harmison. Alderman Phyllis Marose, Alderman Justin Hoffman, Alderman Rebecca Collins, Alderman Celeste Barela, Via Zoom Alderman Kevin Rucker. Absent Alderman Bob O' Steen. City Clerk Tara Berreth was present and performed the duties for the City Clerk's office.

Appointed and Management staff present City Administrator Devin Lake, Assistant City Administrator April White, City Attorney Cole Bradbury, Police Chief Todd Davis, Public Works Director Jeff Fisher, Building Official Ron White, City Treasurer Karri Bell, Parks and Recreation Director Eric Gregory, Marketing Director Eric Hundelt, City Treasurer Karri Bell and Human Resource Director Maddy Moon.

CITIZEN'S COMMUNICATIONS

No Citizen Comments

APPROVAL OF CONSENT AGENDA

Alderman Marose made a motion to approve the consent agenda with November 20, 2025, minutes. This motion was seconded by Alderman Collins. Motion passes unanimously with voice vote. Absent Alderman O' Steen.

UNFINISHED BUSINESS

Bill 25-95 - An ordinance of the City of Osage Beach, Missouri authorizing the City Administrator to sign Change Order #2 for the Osage Beach Road Improvement Project for an amount not to exceed $103,569.45. *Second Reading*

Alderman Collins made a motion to approve the second reading of Bill 25-95. This motion was seconded by Alderman Hoffman. A roll call was taken to approve the second and final reading of Bill 25-95 and to pass same into ordinance: "Ayes" Alderman Barela, Alderman Marose, Alderman Collins, Alderman Hoffman. Via Zoom Alderman Rucker. Absent Alderman O'Steen. Bill 25-95 passed and approved as Ordinance 25.95.

Bill 25-100 - An ordinance of the City of Osage Beach, Missouri, to authorize the Mayor to sign an agreement with the Osage Beach Fire Protection District for 911 dispatch call out services, *Second Reading.*

Alderman Barela made a motion to approve the second reading of Bill 25-100. This motion was seconded by Alderman Marose. A roll call was taken to approve the second and final reading of Bill 25-100 and to pass same into ordinance: "Ayes" Alderman Barela, Alderman Marose, Alderman Collins, Alderman Hoffman, Via Zoom Alderman Rucker. Absent Alderman O'Steen. Bill 25-100 passed and approved as Ordinance 25.100.

Bill 25-101 — An ordinance of the City of Osage Beach, Missouri, amending Chapter 125 Human Resources System (Personnel) Rules and Regulations; Section 125.120 Attendance and Leaves; of the City code as set forth. *Second Reading*

Alderman Collins made a motion to approve the second reading of Bill 25-101. This motion was seconded by Alderman Hoffman. A roll call was taken to approve the second and final reading of Bill 25-101 and to pass same into ordinance: "Ayes" Alderman Barela, Alderman Marose, Alderman Collins, Alderman Hoffman. Via Zoom Alderman Rucker. Absent Alderman O'Steen. Bill 25-101 passed and approved as Ordinance 25.101.

NEW BUSINESS

Public Hearing -FY2026 Budget

Alderman Hoffman made a motion to open the Public Hearing – FY2026. This motion was seconded by Alderman Barela. Roll call vote” Alderman Barela, Alderman Marose, Alderman Collins, Alderman Hoffman. Via Zoom Alderman Rucker. Motion passes unanimously with voice vote. Absent Alderman O’Steen

No Public Comments.

Alderman Hoffman made a motion to close the Public Hearing – FY2026. This motion was seconded by Alderman Collins. Motion passes unanimously with voice vote. Absent Alderman O' Steen.

Bill 25-103 - An ordinance of the City of Osage Beach, Missouri, adopting an annual budget for the Fiscal Year beginning January 1, 2026, and ending December 31, 2026, and appropriating funds pursuant thereto. ***First Reading***

Alderman Collins made a motion approve the first reading of Bill 25-103. This motion was seconded by Alderman Rucker. Motion passes unanimously with voice vote. Absent Alderman O' Steen.

Presentation - The City of Osage Beach is partnering with CALO to bring in volunteers who will assist with a variety of community projects throughout Osage Beach.

The City of Osage Beach is proud to partner with CALO to engage their students in meaningful volunteer opportunities that support community projects. This collaboration not only benefits the City through valuable service contributions but also provides CALO youth with hands-on experiences that foster civic responsibility, teamwork, and personal growth.

Resolution 2025-31 - A resolution of the City of Osage Beach, Missouri, be it resolved that the records as described in Exhibit A have met the retention schedule as outlined in RSMo. 109.200.

Alderman Hoffman made a motion to approve Resolution 2025-31 - A resolution of the City of Osage Beach, Missouri, be it resolved that the records as described in Exhibit A have met the retention schedule as outlined in RSMo. 109.200. This motion was seconded by Alderman Marose. Motion passes unanimously with voice vote. Absent Alderman O' Steen.

Discussion - SS4A Grant Amendment Proposal

The original application for the SS4A Grant included a demonstration project to include a bike lane on Osage Beach Pkwy. As the Board has weighed in on the idea of adding bike lanes or multi-use lanes on the Pkwy and did not support this, staff and its consultant are working with the State and FHWA to amend the agreement to replace the bike lane with an Access Management Policy and an ADA Transition Plan that can be utilized by the City for the long term to reduce a variety of crashes and accidents along the corridor**.**

The Board reached a unanimous consensus to proceed with the amendment to the SS4A Grant.

STAFF COMMUNICATIONS

City Administrator Lake – Information regarding the Utility Public Hearing has been distributed to the Board.

City Attorney Bradbury – A meeting was held with representatives of the Outlet Mall, and efforts are underway to advance the project.

Police Chief - The annual Christmas 'Shop with a Cop' event is scheduled to take place next Tuesday, with 25 children confirmed to attend.

Parks and Rec Director Gregory – Parks staff are working hard to remove baseball field 2 for the new playground.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

The Aldermen expressed appreciation for the Christmas lights display.

Mayor Harmison presented a commemorative plaque received from the Jeep Evasion event.

Alderman Hoffman made a motion to adjourn at 7:00pm. This motion was seconded by Alderman Collins. Motion passes unanimously with voice vote.

ADJOURN

The meeting adjourned at 7:00pm. I, Tara Berreth City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, on December 4, 2025, and approved December 18, 2025.

__________________________________ __________________________________

Tara Berreth, City Clerk Michael Harmison, Mayor

** All meetings may be viewed on Facebook and YouTube for further details and clarification.

CITY OF OSAGE BEACH
BILLS LIST
December 18, 2025

Bills Paid Prior to Board Meeting	**$**	**207,510.45**
Payroll Paid Prior to Board Meeting	**$**	**278,357.89**
SRF Transfer Prior to Board Meeting		
TIF Transfers		
Bills Pending Board Approval	**$**	**267,685.02**
Total Expenses	**$**	**753,553.36**

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	State Withholding	5,000.62
			State Withholding	3,417.00
		INTERNAL REVENUE SERVICE	Fed WH	13,986.28
			Fed WH	10,055.82
			FICA	9,883.97
			FICA	5,920.11
			Medicare	2,311.53
			Medicare	1,384.52
		MISSIONSQUARE RETIREMENT	Loan Repayment	84.83
			Retirment 457 &	4,728.58
			Retirment 457 &	2,715.34
			Retirement 457	3,303.84
			Retirement 457	1,200.00
			Loan Repayments	136.86
			Loan Repayments	266.82
			Loan Repayments	119.32
			Loan Repayments	180.67
			Loan Repayments	679.12
			Loan Repayments	315.76
			Loan Repayments	320.81
			Loan Repayments	259.64
			Retirement Roth IRA	200.00
			Retirement Roth IRA	50.00
		OPTUM BANK INC	HSA Contribution No Tax	260.83
			HSA Family/Dep. Contributi	2,538.49
		ONE TIME VENDOR PLATTE COUNTY CIRCUIT	OTHER AGENCY CASH BOND	134.00
		ST.CHARLES CO CIRCUIT	OTHER AGENCY CASH BOND	1,000.00
		O'FALLON MUNICIPAL COU	OTHER AGENCY CASH BOND	200.00
			TOTAL:	70,654.76
Mayor & Board	General Fund	MO MUNICIPAL LEAGUE	MML CONF DINNER - COLLINS	55.00
			TOTAL:	55.00
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	713.67
			Medicare	166.90
		MO MUNICIPAL LEAGUE	REVENUE SOURCES TRNG - LAK	10.00
			ZONING & LAND USE TRNG - L	10.00
			ADV GOVERNANCE TRNG - LAKE	60.00
		MISSIONSQUARE RETIREMENT	Retirement 401%	346.00
			Retirement 401	807.33
			TOTAL:	2,113.90
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	359.30
			Medicare	84.03
		MISSIONSQUARE RETIREMENT	Retirement 401%	190.31
			Retirement 401	444.05
		OPTUM BANK INC	HSA Family/Dep. Contributi	225.00
			TOTAL:	1,302.69
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	810.59
			Medicare	189.57
		MISSIONSQUARE RETIREMENT	Retirement 401%	366.45
			Retirement 401	965.09
		OPTUM BANK INC	HSA Family/Dep. Contributi	225.00
			TOTAL:	2,556.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	108.91
			Medicare	25.47
		MISSIONSQUARE RETIREMENT	Retirement 401%	56.67
			Retirement 401	132.22
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	398.27
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	378.87
			Medicare	88.61
		MISSIONSQUARE RETIREMENT	Retirement 401%	195.16
			Retirement 401	455.37
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,193.01
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	519.49
			Medicare	121.49
		MISSIONSQUARE RETIREMENT	Retirement 401%	272.74
			Retirement 401	636.39
		OPTUM BANK INC	HSA Family/Dep. Contributi	225.00
			TOTAL:	1,775.11
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 10/13-11/12/25	57.98
		WHITE, RON	MEALS FOR MCGA CONF - WHIT	85.00
		INTERNAL REVENUE SERVICE	FICA	98.13
			Medicare	22.95
		MISSIONSQUARE RETIREMENT	Retirement 401%	52.18
			Retirement 401	121.74
		SUMMIT NATURAL GAS OF MISSOURI INC	CH SVC 10/15-11/17/25	58.73
		JOHNS, JOSHUA	MEALS FOR MCGA CONF - JOHN	85.00
		LINDYSPRING LAKE OF THE OZARKS	5-GAL BOTTLED WATER	7.95
			5-GAL BOTTLED WATER	7.95
			5-GAL BOTTLED WATER	7.95
			5-GAL BOTTLED WATER	7.95
			DEC CH WATER COOLER RENTAL	38.00
		GFL ENVIRONMENTAL	CITY HALL TRASH SERVICE	113.75
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	840.26
Parks	General Fund	INTERNAL REVENUE SERVICE	FICA	605.00
			Medicare	141.48
		MISSIONSQUARE RETIREMENT	Retirement 401%	195.60
			Retirement 401	691.34
		LOWE'S	VALVE BOX	44.40
			MARKING PAINT	25.59
			COUPLING, STEEL CATCH	90.00
			PELLET FUEL, DEGREASER	92.01
			HEADLIGHT CLEANER, WET/DRY	91.25
			LUMBER	206.65
			BOLTS	98.72
			COUPLING	7.01
			TRASH GAN, MOUSE TRAP	531.54
		AT&T MOBILITY-CELLS	CITY PARK SIGN 10/13-11/12	46.23
		AMEREN MISSOURI	HATCHERY RD SIGN 10/13-11/	69.44
			CP MAINT BLDG 10/13-11/12/	47.74
			CP #2 DISPLAY C 10/13-11/1	13.72
			CP SOCCER FIELDS 10/13-11/	130.67

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CP #2 DISPLAY D 10/13-11/1	13.72
			CP BALLFIELDS 10/13-11/12/	753.29
			CP #2 DISPLAY B 10/13-11/1	15.18
			CP #2 DISPLAY A 10/13-11/1	15.18
			CP #2 IRRIG PUMP 10/13-11/	14.95
		GFL ENVIRONMENTAL	PARKS TRASH SERVICE	130.00
		OPTUM BANK INC	HSA Contribution No Tax	187.50
			TOTAL:	4,258.21
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	104.80
			Medicare	24.51
		MISSIONSQUARE RETIREMENT	Retirement 401%	56.90
			Retirement 401	132.76
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	393.97
Police	General Fund	INTERNAL REVENUE SERVICE	FICA	4,128.05
			FICA	4,772.85
			Medicare	965.40
			Medicare	1,116.22
		MISSIONSQUARE RETIREMENT	Retirement 401%	1,870.76
			Retirement 401%	2,067.83
			Retirement 401	4,715.12
			Retirement 401	5,063.65
		CAPITAL ONE, N.A.	DETERGENT	46.62
		OPTUM BANK INC	HSA Contribution No Tax	187.50
			HSA Family/Dep. Contributi	1,350.00
			TOTAL:	26,284.00
911 Center	General Fund	INTERNAL REVENUE SERVICE	FICA	893.87
			FICA	1,147.26
			Medicare	209.05
			Medicare	268.30
		MISSIONSQUARE RETIREMENT	Retirement 401%	259.89
			Retirement 401%	328.98
			Retirement 401	1,043.50
			Retirement 401	1,295.28
		AT&T INTERNET/IP SERVICES	911 INTERNET 11/11/25	411.01
		CAPITAL ONE, N.A.	LENS CLEANERS, SOAP	96.69
		OPTUM BANK INC	HSA Contribution No Tax	150.00
			HSA Family/Dep. Contributi	75.00
			TOTAL:	6,178.83
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	211.65
			Medicare	49.50
		MISSIONSQUARE RETIREMENT	Retirement 401%	111.79
			Retirement 401	260.84
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	708.78
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA	395.73
			Medicare	92.55
		MISSIONSQUARE RETIREMENT	Retirement 401%	144.10
			Retirement 401	467.05
		LOWE'S	CLAMP METER, MEASURE TAPE	546.08
		CAPITAL ONE, N.A.	USB FOR MAP SCANNING	71.64

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MARCO TECHNOLOGIES LLC	PLOTTER SUPPRT 10/26-11/25	33.28
		OPTUM BANK INC	HSA Contribution No Tax	37.50
			HSA Family/Dep. Contributi	75.00
		WRIGHT, COLTEN	MEALS FOR MCGA CONF - WRIG	115.00
		ESTES, HANNAH	MEALS FOR MCGA CONF - ESTE	115.00
			TOTAL:	2,092.93
Information Technology	General Fund	AT & T/CITY HALL	CH PH SVC 11/5-12/4/25	1,252.62
		INTERNAL REVENUE SERVICE	FICA	387.28
			Medicare	90.58
		MISSIONSQUARE RETIREMENT	Retirement 401%	114.63
			Retirement 401	446.37
		D&B POWER ASSOCIATES INC	WRNTY & SUPPRT 2UPS 9/25-9	8,569.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
		BCN TELECOM INC TBS	DEC 2025 ELEVATOR PHONE SV	160.41
			TOTAL:	11,095.89
Economic Development	General Fund	INTERNAL REVENUE SERVICE	FICA	168.63
			Medicare	39.44
		MISSIONSQUARE RETIREMENT	Retirement 401%	81.92
			Retirement 401	191.15
		LOWE'S	POWER CORD	205.99
			FALL FEST DECOR	213.71
		OPTUM BANK INC	HSA Contribution No Tax	37.50
			TOTAL:	938.34
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	447.89
		INTERNAL REVENUE SERVICE	Fed WH	1,039.42
			FICA	1,065.39
			Medicare	249.16
		MISSIONSQUARE RETIREMENT	Retirment 457 &	668.64
			Retirement 457	34.00
		OPTUM BANK INC	HSA Contribution No Tax	45.00
			HSA Family/Dep. Contributi	39.49
			TOTAL:	3,588.99
Transportation	Transportation	INTERNAL REVENUE SERVICE	FICA	1,065.39
			Medicare	249.17
		MISSIONSQUARE RETIREMENT	Retirement 401%	418.47
			Retirement 401	1,198.86
		LOWE'S	LOCK PLATE	14.02
			CAUTION TAPE FOR COLLEGE B	11.38
			MECHANICS TOOL SET (4) FOR	464.60
		AMEREN MISSOURI	792 PASSOVER LTS 10/13-11/	22.94
			1095 MACE RD LTS 10/13-11/	38.38
			1129 INDUSTRIAL 10/13-11/1	36.64
			1075 NICHOLS LTS 10/14-11/	64.97
			872 PASSOVER LTS 10/13-11/	33.10
			1109 OSAGEBEACH RD 10/30-1	14.44
			MACE RD RNDABT 10/13-11/12	28.11
			680 PASSOVER LTS 10/13-11/	29.83
		SUMMIT NATURAL GAS OF MISSOURI INC	PW SVC 10/15-11/17/25	106.26
		MARCO TECHNOLOGIES LLC	PLOTTER SUPPRT 10/26-11/25	33.27
		GFL ENVIRONMENTAL	TRANS TRASH SERVICE	37.92
		OPTUM BANK INC	HSA Contribution No Tax	112.50
			HSA Family/Dep. Contributi	200.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		WALLIS, MATTHEW	MEALS FOR MCGA CONF - WALL	115.00
		HARRIS, HUNTER	MEALS FOR MCGA CONF - HAR	115.00
		SCHULTZ, BRANDEN	MEALS FOR MCGA CONF - SCH	115.00
			TOTAL:	4,525.50
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	475.53
		INTERNAL REVENUE SERVICE	Fed WH	1,236.46
			FICA	933.51
			Medicare	218.32
		MISSIONSQUARE RETIREMENT	Retirment 457 &	531.36
			Retirement 457	33.00
		OPTUM BANK INC	HSA Contribution No Tax	90.00
			HSA Family/Dep. Contributi	138.88
		ONE TIME VENDOR COLCLASURE, DONALD	01-1280-04	51.73
		REVELATION CONSTRUCT	01-7495-00	43.92
		HARPERS COV VILLAS L	01-9270-00	156.03
		HORAN, JOHN D	03-0930-01	111.31
		SCHLEUGER, DAN	05-3580-00	166.88
			TOTAL:	4,186.93
Water	Water Fund	GOEHRI, GEORGE	DEC 2025 INSURANCE PREMIUM	81.70
		INTERNAL REVENUE SERVICE	FICA	933.51
			Medicare	218.32
		MISSIONSQUARE RETIREMENT	Retirement 401%	378.08
			Retirement 401	1,107.43
		LOWE'S	PVC RISER, SWING ASSEMB	9.61
			BALL VALVE. PVC TEE, BOILE	36.09
			MECHANICS TOOL SET	151.96
			TAPE, PIPE, GLUE	128.02
		AMEREN MISSOURI	LK RD 54-29 WELL 10/13-11/	156.94
			COLUMBIA CLG WELL 10/13-11	506.29
			COLUMBIA CLG TWR 10/13-11/	217.50
		SUMMIT NATURAL GAS OF MISSOURI INC	PW SVC 10/15-11/17/25	106.26
		CAPITAL ONE, N.A.	DESK ORGANIZER	116.66
		LUTTRELL, JOHN	MEALS FOR MCGA CONF - LUTT	115.00
		MARCO TECHNOLOGIES LLC	PLOTTER SUPPRT 10/26-11/25	33.27
		GFL ENVIRONMENTAL	WATER TRASH SERVICE	37.92
		OPTUM BANK INC	HSA Contribution No Tax	75.00
			HSA Family/Dep. Contributi	274.50
		MALONE, JUSTIN	MEALS FOR MCGA CONF - MAL	115.00
		HAMEL, KEVIN	MEALS FOR MCGA CONF - HAME	115.00
		COOK, COREY	MEALS FOR MCGA CONF - COOK	115.00
			TOTAL:	5,029.06
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	730.96
		INTERNAL REVENUE SERVICE	Fed WH	1,801.72
			FICA	1,620.89
			Medicare	379.08
		MISSIONSQUARE RETIREMENT	Retirment 457 &	628.24
			Retirement 457	83.00
			Retirement Roth IRA	25.00
		OPTUM BANK INC	HSA Contribution No Tax	337.08
			HSA Family/Dep. Contributi	291.63
			TOTAL:	5,897.60
Sewer	Sewer Fund	INTERNAL REVENUE SERVICE	FICA	1,620.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	379.07
		MISSIONSQUARE RETIREMENT	Retirement 401%	495.19
			Retirement 401	1,926.25
		LOWE'S	DRILL BIT AND HEX PIPE	30.36
			DRILL BIT AND HEX PIPE	41.74
			BUCKET	34.33
			20 LB HYDRAULIC WATER	179.41
			SUMP PUMP	331.55
			RESPIRATORS, CORDED FOAM	199.78
			BATTERIES	8.53
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	3,222.42
			5757 CHAPEL SVC 10/14-11/1	770.28
			GRINDER PUMPS & LIFT STATI	3,817.75
			GRINDER PUMPS & LIFT STATI	7,458.44
		SUMMIT NATURAL GAS OF MISSOURI INC	PW SVC 10/15-11/17/25	25.51
		MENARDS COMMERCIAL	TENSION BARS, POST KITS	3,351.42
		MARCO TECHNOLOGIES LLC	PLOTTER SUPPRT 10/26-11/25	33.28
		GFL ENVIRONMENTAL	SEWER TRASH SERVICE	37.91
		OPTUM BANK INC	HSA Contribution No Tax	187.50
			HSA Family/Dep. Contributi	350.25
		DIFFEY, CHAD	MEILAGE REIMB - 11/15/25	21.00
			MEALS FOR MCGA CONF - DIF	115.00
		CLUTTS, RAYMOND	MEALS FOR MCGA CONF - CLUT	115.00
		TIMM, ZACKARY	MEALS FOR MCGA CONF - TIMM	115.00
		CLEARY, PATRICK	MEALS FOR MCGA CONF - CLEA	115.00
			TOTAL:	24,982.86
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	471.00
			State Withholding	791.00
		INTERNAL REVENUE SERVICE	Fed WH	1,325.38
			Fed WH	2,395.76
			FICA	1,153.33
			FICA	1,401.81
			Medicare	269.74
			Medicare	327.85
		MISSIONSQUARE RETIREMENT	Retirment 457 &	418.68
			Retirment 457 &	566.51
			Loan Repayments	244.66
			Loan Repayments	185.71
		OPTUM BANK INC	HSA Contribution No Tax	41.66
			HSA Family/Dep. Contributi	359.16
			TOTAL:	9,952.25
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	1,153.33
			FICA	1,401.81
			Medicare	269.74
			Medicare	327.85
		MISSIONSQUARE RETIREMENT	Retirement 401%	379.97
			Retirement 401%	508.61
			Retirement 401	1,150.55
			Retirement 401	1,582.69
		AMBULANCE REIMBURSEMENT SYSTEMS INC	NOV AMBULANCE REIMBURSEMEN	1,665.97
		CAPITAL ONE, N.A.	CANDY FOR HALLOWEEN	39.94
		OPTUM BANK INC	HSA Contribution No Tax	75.00
			HSA Family/Dep. Contributi	150.00
			TOTAL:	8,705.46

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	281.60
			State Withholding	188.00
		INTERNAL REVENUE SERVICE	Fed WH	612.88
			Fed WH	364.69
			FICA	533.05
			FICA	355.81
			Medicare	124.67
			Medicare	83.22
		MISSIONSQUARE RETIREMENT	Retirment 457 &	143.73
			Retirment 457 &	63.95
			Retirement 457	90.00
			Loan Repayments	30.39
			Loan Repayments	74.51
		OPTUM BANK INC	HSA Family/Dep. Contributi	55.00
			TOTAL:	3,001.50
Lee C. Fine Airport	Lee C. Fine Airpor	INTERNAL REVENUE SERVICE	FICA	533.05
			FICA	355.81
			Medicare	124.67
			Medicare	83.22
		MISSIONSQUARE RETIREMENT	Retirement 401%	140.41
			Retirement 401%	40.91
			Retirement 401	600.46
			Retirement 401	401.71
		DISH NETWORK	SVC 11/29-12/28/25	104.13
		GFL ENVIRONMENTAL	LCF TRASH SERVICE	52.00
		OPTUM BANK INC	HSA Contribution No Tax	37.50
			HSA Family/Dep. Contributi	195.00
			TOTAL:	2,668.87
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	62.40
			State Withholding	31.00
		INTERNAL REVENUE SERVICE	Fed WH	268.11
			Fed WH	195.63
			FICA	170.87
			FICA	122.52
			Medicare	39.96
			Medicare	28.65
		MISSIONSQUARE RETIREMENT	Retirment 457 &	15.20
			Retirment 457 &	19.76
			Retirement 457	60.00
		OPTUM BANK INC	HSA Family/Dep. Contributi	55.00
			TOTAL:	1,069.10
Grand Glaize Airport	Grand Glaize Airpo	INTERNAL REVENUE SERVICE	FICA	170.87
			FICA	122.52
			Medicare	39.96
			Medicare	28.65
		MISSIONSQUARE RETIREMENT	Retirement 401%	55.82
			Retirement 401%	19.76
			Retirement 401	208.76
			Retirement 401	138.33
		CHARTER COMMUNICATIONS HOLDING CO LLC	GG CABLE 11-16/12/15/25	138.21
		GFL ENVIRONMENTAL	GG TRASH SERVICE	33.80
		OPTUM BANK INC	HSA Family/Dep. Contributi	105.00
			TOTAL:	1,061.68

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT

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

10	General Fund	132,840.65
20	Transportation	8,114.49
30	Water Fund	9,215.99
35	Sewer Fund	30,880.46
40	Ambulance Fund	18,657.71
45	Lee C. Fine Airport Fund	5,670.37
47	Grand Glaize Airport Fund	2,130.78
	GRAND TOTAL:	207,510.45

TOTAL PAGES: 8

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
City Administrator	General Fund	STAPLES BUSINESS ADVANTAGE	CALENDAR	15.11
			CALENDAR CREDIT	15.11-
			TOTAL:	0.00
City Clerk	General Fund	STAPLES BUSINESS ADVANTAGE	PAPER	41.15
			TOTAL:	41.15
City Treasurer	General Fund	CRAMER MARKETING	TAX FORMS AND ENVELOPES	236.94
			TOTAL:	236.94
City Attorney	General Fund	MILLER, TODD	ASST PA SVCS - NOV 2025	2,500.00
			TOTAL:	2,500.00
Building Maintenance	General Fund	MARELLY LEASING	MEDICAL SUPPLIES	123.00
		CINTAS CORPORATION	CH FLOOR MATS	89.03
			TOTAL:	212.03
Parks	General Fund	O'REILLY AUTOMOTIVE STORES INC	FUEL FILTER	6.67
		MARELLY LEASING	MEDICAL SUPPLIES	123.00
		AMAZON CAPITAL SERVICES INC	BATTERIES	48.68
		SMITH PAPER & JANITOR SUPPLY CO INC	MULTIFLD TWLS	225.80
		VIPER COMMUNICATIONS	RADIO SPOTS - SANTA AT CH	800.00
			TOTAL:	1,204.15
Police	General Fund	PURCELL TIRE & RUBBER CO	FLAT REPAIR PD25	32.10
			2 TIRES - PD 32	335.90
			4 TIRES - PD 27	671.80
			FLAT REPAIR - PD 25	32.10
		LEON UNIFORM CO INC	UNIFORM - DAVID	141.00
		HEDRICK MOTIV WERKS LLC	OIL CHANGE - PD27	90.00
		STAPLES BUSINESS ADVANTAGE	PENS, USB DRIVES, PAPER, N	680.64
		MSHP-CRIMINAL RECORDS FUND	RECORDS SEARCH	32.00
		AMAZON CAPITAL SERVICES INC	BATTERIES	97.36
		MARCO	COPIER LEASE 10/26-11/25/2	206.52
		GRAND COLLISION CENTER	DECAL REMOVAL - PD 21	840.00
			TOTAL:	3,159.42
911 Center	General Fund	INTRADO LIFE & SAFETY SOLUTIONS CORPOR	VIPER SERVER	3,900.00
			V-VAAS MNTHLY FEE12/1-12/3	4,065.00
		BARNARD STAMP COMPANY	NOTARY STAMP - FOSTER	40.10
			NOTARY STAMP - CANSLER	40.10
			TOTAL:	8,045.20
Engineering	General Fund	CINTAS CORPORATION	ENG DEPT FLOOR MATS	5.33
			ENG DEPT FLOOR MATS	5.33
			TOTAL:	10.66
Information Technology	General Fund	AMAZON CAPITAL SERVICES INC	GEL PENS, LOCK BOX	68.72
		MARCO	COPIER LEASE 10/26-11/25/2	288.98
			TOTAL:	357.70
Transportation	Transportation	UNITED RENTALS (NORTH AMERICA) INC	SHOP SUPPLIES	339.30
			ALTERNATOR	1,442.75
		AMERICAN STAMP & MARKING PRODUCTS INC	TRANSPORTATION SUPER NAMPL	30.57
		MO VOCATIONAL ENTERPRISES	LICENSE PLATE	30.50
		MO ONE CALL SYSTEM INC	LOCATES 11/2025	67.05

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ECONO SIGNS & BARRICADE LLC	STENCILS FOR SIGNMAKING	557.98
		O'REILLY AUTOMOTIVE STORES INC	SPADE TERMINAL	12.98
		AMERICAN PUBLIC WORKS ASSOC	APWA MEMBERSHP - RUMFELT	68.32
		HOLIDAY DESIGNS INC	916 BADGE HOLIDAY DISPLAY	2,202.00
		MAGRUDER LIMESTONE CO INC	4-6" CLEAN	1,261.49
			1" MINUS	1,252.61
			1" MINUS	496.61
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	214.11
			TRANS DEPT FLOOR MATS	5.33
			TRANS DEPT UNIFORMS	128.51
			TRANS DEPT FLOOR MATS	5.33
		PARKWAY PLAZA TIRE	BRAKE REPAIR - TRK 7021	1,353.77
		AMAZON CAPITAL SERVICES INC	SAFETY VESTS FOR INMATES	4.83
		A K SMALL ENGINES LLC	SPRAY GUN KIT, SPRAY WAND	97.98
		MARCO	COPIER LEASE 10/26-11/25/2	68.85
		LOGAN EXCAVATING	OSAGE BEACH RD IMPROV OB24	193,579.22
		WOOD SHED LUMBER	SUPER GLUE	9.99
			GORILLA TAPE	11.99
			THREADED ROD	11.99
		ATMAX EQUIPMENT CO	SERVICE ON MOWER MAX	753.10
			TOTAL:	204,007.16
Water	Water Fund	PURCELL TIRE & RUBBER CO	OIL CHANGE TRK 7486	122.79
		AMERICAN STAMP & MARKING PRODUCTS INC	WATER DEPT SUPER NAMPLATE	30.57
		MO ONE CALL SYSTEM INC	LOCATES 11/2025	67.05
		O'REILLY AUTOMOTIVE STORES INC	SEALANT	15.99
			CRIMP AND HOSE	109.14
		BUTLER SUPPLY CO	CORD, BREKER, INSULATION	494.22
		CORE & MAIN LP	BLUE PE TUBE	204.00
		MAGRUDER LIMESTONE CO INC	1" MINUS, 2" MINUS	3,504.48
		CINTAS CORPORATION	WATER DEPT UNIFORMS	397.14
			WATER DEPT FLOOR MATS	5.33
			WATER DEPT UNIFORMS	148.66
			WATER DEPT FLOOR MATS	5.33
		SCOTTS CONCRETE	OCTOBER YARDAGE DISCOUNT	70.00-
		AMAZON CAPITAL SERVICES INC	FLOURIDE	318.55
		MARCO	COPIER LEASE 10/26-11/25/2	68.85
		ALPHA ENGINEERING & SURVEYING LLC	WATER SAMPLES - OTIS, PASS	30.00
		MCKIM & CREED INC	LEAK DETECTION SVCS	20,000.00
			TOTAL:	25,452.10
Sewer	Sewer Fund	SAMCO TRANSMISSIONS	TRANSFER CASE ASSEMBLY	4,722.90
		AMERICAN STAMP & MARKING PRODUCTS INC	SEWER DEPT SUPER NAMPLATE	30.57
		MO ONE CALL SYSTEM INC	LOCATES 11/2025	67.05
		MUNICIPAL EQUIPMENT CO	BASIN ASSMBLY, GUIDE RAIL	4,298.81
			STEP DOWN TRANSFORMER	2,751.37
			TRANSDUCER	733.54
		O'REILLY AUTOMOTIVE STORES INC	FUEL FILTER	5.99
			SPARK PLUG	5.86
		CONSOLIDATED ELECTRICAL DISTR, INC	10 FT CONDUIT	75.08
			CIRCUIT BREAKER	43.67
			BOLT ON HUB	20.09
		BUTLER SUPPLY CO	GENERATOR	812.06
		BLEDSOE CONOCO SERVICES	SET WATER TANK	847.50
		CORE & MAIN LP	SERVICE CHARGE	19.60
			SS NIPPLE, UNION, CHECK VA	2,492.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	399.21
			SEWER DEPT FLOOR MATS	5.33
			SEWER DEPT UNIFORMS	252.48
			SEWER DEPT FLOOR MATS	5.33
		SCOTTS CONCRETE	BLOCKS	650.00
			BLOCKS	650.00
		REEVES-WIEDEMAN COMPANY	ADAPTER	14.85
			CHECK VALVE	56.55
			PIPE EXTRACTOR	53.25
		MARCO	COPIER LEASE 10/26-11/25/2	68.85
		WOOD SHED LUMBER	NUTS AND BOLTS	8.00
			DRILL BITS	25.98
			CARB HOLE SAW	19.99
			SAW BLADES	56.98
			TOTAL:	19,193.29
Ambulance	Ambulance Fund	LEON UNIFORM CO INC	EMS PANTS - LITTLE	69.00
		O'REILLY AUTOMOTIVE STORES INC	MOTOR OIL	22.98
		DOUGLAS G WILSON DO PC	11/2025 MEDICAL DIRECTOR S	1,000.00
		LIFE-ASSIST, INC.	MEDICAL SUPPLIES	477.24
			TOTAL:	1,569.22
Lee C. Fine Airport	Lee C. Fine Airpor	PLATINUM CLEANING SOLUTIONS LLC	AP JANITORIAL SVCS 11/10/2	192.50
			AP JANITORIAL SVCS 11/17/2	192.50
			AP JANITORIAL SVCS 11/24/2	192.50
			AP JANITORIAL SVCS 12/1/20	192.50
			TOTAL:	770.00
Grand Glaize Airport	Grand Glaize Airpo	HI-TECH AUTO BODY INC	TOW FOR JET FUEL TRUCK	446.00
		PLATINUM CLEANING SOLUTIONS LLC	AP JANITORIAL SVCS 11/10/2	120.00
			AP JANITORIAL SVCS 11/17/2	120.00
			AP JANITORIAL SVCS 11/24/2	120.00
			AP JANITORIAL SVCS 12/1/20	120.00
			TOTAL:	926.00

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

10	General Fund	15,767.25
20	Transportation	204,007.16
30	Water Fund	25,452.10
35	Sewer Fund	19,193.29
40	Ambulance Fund	1,569.22
45	Lee C. Fine Airport Fund	770.00
47	Grand Glaize Airport Fund	926.00
	GRAND TOTAL:	267,685.02

TOTAL PAGES: 3

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 18, 2025
Originator: Tara Berreth, City Clerk
Presenter: Devin Lake, City Administrator

Agenda Item:
Bill 25-04 - An ordinance of the City of Osage Beach, Missouri, authorizing the mayor to execute a contract with Enterprise Fleet Management, INC under the State of Missouri Office of Administration Division of Purchasing Cooperative Contract Procurement #CC23290501. *Second Reading*

Requested Action:
Second Reading of Bill #25-04

Ordinance Referenced for Action:
Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:
Not Applicable

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:
Ordinance 25.04 was tabled on February 20, 2025. In an effort to maintain a clean and accurate ordinance record for the year 2025, staff is recommending that Ordinance 25.04 be formally voted down. A revised ordinance for 2026 will be brought forward in the near future for consideration.

New Business
Bill 25-05 - An Ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Enterprise Fleet Management, INC under the Stat of Missouri Office of Administration Division of Purchasing Cooperative Contract Procurement #CC23290501. *First Reading.*

Alderman Ross made a motion to table the first reading of Bill 25-05. This motion was seconded by Alderman Hoffman. The motion passed unanimously with a voice vote.
Via Zoom Alderman Marose. Absent Alderman O'Steen.

City Attorney Comments:
Per City Code 110.230, Bill 25-04 is in correct form.

City Administrator Comments:
I concur with the department's recommendation.

BILL NO. 25-04 ORDINANCE NO. 25.04

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ENTERPRISE FLEET MANAGEMENT, INC UNDER THE STATE OF MISSOURI OFFICE OF ADMINISTRATION DIVISION OF PURCHASING COORPERATIVE CONTRACT PROCUREMENT #CC232905001.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract agreement with Enterprise Fleet Management LLC under State of Missouri, Office of Administration Division of Purchasing Cooperative Contract, under substantially the same or similar terms and conditions as set forth in "Exhibit A".

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

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

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.04 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstain: Absent:

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

________________ ______________________________
Date Tara Berreth, City Clerk

Approved as to form:

____
Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.04.

____
Michael Harmison, Mayor

____
Date

ATTEST:

____
Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 18, 2025
Originator: Devin Lake, City Administrator
Presenter: Devin Lake, City Administrator

Agenda Item:
Bill 25-24- An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Design Guidelines Section 1 - Overview, Section 2 - Water System, Section 3 - Sewerage System, Section 4 - Storm Drainage, Section 5 - Roads, Streets and Parking Areas, Section 6 - Road Cut, Utility Trench & Excavation Permit, Section 7 Street Lights. *Second Reading*

Requested Action:
Second Reading of Bill #25-24

Ordinance Referenced for Action:
Board of Aldermen approval required for certain budget amendments per Municipal Code Chapter 135; Section 135.020 Budget and Financial Control.

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:
Ordinance 25.24 was tabled on March 20, 2025. In an effort to maintain a clean and accurate ordinance record for the year 2025, staff is recommending that Ordinance 25.24 be formally voted down. A revised ordinance for 2026 will be brought for consideration later in the year.

NEW BUSINESS
Bill 25-24- An ordinance of the City of Osage Beach, Missouri, amending the Osage Beach Design Guidelines Section 1 - Overview, Section 2 - Water System, Section 3 - Sewerage System, Section 4 - Storm Drainage, Section 5 - Roads, Streets and Parking Areas, Section 6 - Road Cut, Utility Trench & Excavation Permit, Section 7 Street Lights. *Second Reading.*

Alderman Hoffman made a motion to table the first reading of Bill 25-24. This motion was seconded by Alderman O'Steen. Motion passes unanimously with voice vote..

City Attorney Comments:
Per City Code 110.230, Bill 25-24 is in correct form.

City Administrator Comments:
I concur with the department's recommendation.

BILL NO. 25-24 ORDINANCE NO. 25.24

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING THE OSAGE BEACH DESIGN GUIDELINES SECTION 1 – OVERVIEW, SECTION 2 – WATER SYSTEM, SECTION 3 – SEWERAGE SYSTEM, SECTION 4 – STORM DRAINAGE, SECTION 5 – ROADS, STREETS AND PARKING AREAS, SECTION 6 – ROAD CUT, UTILITY TRENCH & EXCAVATION PERMIT, SECTION 7 STREET LIGHTS

Whereas, the City has adopted guidelines to aid developers and builders in complying with the requirements of the Osage Beach Code of Ordinances for the construction of industrial, commercial and multi unit residential structures.

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

Section 1. That the section entitled Osage Beach Design amendments as set forth below with new material set out in **RED** and deleted material struck as follows:

See Attached –Section 1 – Overview
Section 2 – Water System
Section 3 – Sewerage System
Section 4 – Storm Drainage
Section 5 – Roads, Streets, and Parking Areas
Section 6 – Road Cut, Utility Trench & Excavation Permit
Section 7 – Street Lights

Section 2. That this Ordinance shall be in full force and effect upon date of passage and approval by the Mayor.

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.24 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstentions: Absent:

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

____________________ ______________________________________
Date Tara Berreth, City Clerk

Approved as to form:

____

Cole Bradbury City Attorney

I hereby approve Ordinance No. 25.24.

____
Michael Harmison, Mayor

____
Date

ATTEST:

____
Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting:	December 18, 2025
Originator:	Tara Berreth, City Clerk
Presenter:	Devin Lake, City Administrator

Agenda Item:
Bill 25-69 - An ordinance of the City of Osage Beach, Missouri, repealing Section 705.160 Water Fluoridation as set forth. *Second Reading*

Requested Action:
Second Reading of Bill #25-69

Ordinance Referenced for Action:
Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:
Not Applicable

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:
Ordinance 25.69 was tabled on August 7, 2025. In an effort to maintain a clean and accurate ordinance record for the year 2025, staff is recommending that Ordinance 25.69 be formally voted down. A revised ordinance for 2026 will be brought forward in June/July.

NEW BUSINESS
Bill 25-69 - An ordinance of the City of Osage Beach, Missouri, repealing Section 705.160 Water Fluoridation as set forth. *Second Reading*

Alderman Hoffman made a motion to table the first reading of Bill 25-69. This motion was seconded by Alderman Collins. Motion passes unanimously with a voice vote. Absent Alderman O’Steen.

City Attorney Comments:
Per City Code 110.230, Bill 25-69 is in correct form.

City Administrator Comments:
I concur with the department's recommendation.

BILL NO. 25-69 ORDINANCE NO. 25.69

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, REPEALING SECTION 705.160 WATER FLUORIDATION AS SET FORTH

WHEREAS, Section 705.160 Water Fluoridation shall be repealed in its entirety.

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

Section 1. The Board of Aldermen of the City of Osage Beach do hereby repeal Section 705.160 Water Fluoridation.

Section 2. ~~Section 705.160. Water Fluoridation~~

~~A. The City will provide the means to introduce fluoride into the public water system in such quantities as are required to provide throughout the public water main system a fluoride concentration of approximately one (1) part fluoride per million parts of water.~~

~~B. The City shall keep an accurate and current record of the amount of fluoride bearing chemical applied to the quantities of water treated and cause such analytical tests to be made for fluoride in the untreated and treated water as it shall be directed to do by the Missouri Department of Health.~~

Section 3. Severability

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

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

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

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

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 25-69 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstain: Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 25.69.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting:	December 18, 2025
Originator:	Tara Berreth, City Clerk
Presenter:	Devin Lake, City Administrator

Agenda Item:
Bill 25-103 - An ordinance of the City of Osage Beach, Missouri, adopting an annual budget for the Fiscal Year beginning January 1, 2026, and ending December 31, 2026, and appropriating funds pursuant thereto. *Second Reading*

Requested Action:
Second Reading of Bill #25-103

Ordinance Referenced for Action:
In accordance with section 135.020.B.2 Budget and Financial Control, Adoption, the Mayor and Board of Aldermen shall adopt the annual budget prior to the first day of the fiscal year, January 1.2026

Deadline for Action:
Yes - FY2026 annual budget shall be adopted prior to January 1, 2026

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

City Attorney Comments:
Per City Code 110.230, Bill 25-103 is in correct form.

City Administrator Comments:
Attached is the final proposed FY2026 budget. I recommend approval.

City of Osage Beach
Agenda Item Summary

Date of Meeting:	December 18, 2025
Originator:	April White, Assistant City Administrator
Presenter:	Mikeal Bean, IT Manager

Agenda Item:
Bill 25-99 — An ordinance of the City of Osage Beach, Missouri, authorizing an annual contract extension of the original agreements with Tyler Technologies, Inc., with an annual cost increases not to exceed five percent (5%). *First Reading*

Requested Action:
First Reading of Bill #25-99

Ordinance Referenced for Action:
Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:
None

Budgeted Item:
Yes

Budget Line Information (if applicable):
Budget Line Item/Title: 10-19-733610 Maintenance/Support Services

FY2026 Budgeted Amount:	$340,500
FY2026 Expenditures to Date (12/18/2025):	($0)
FY2026 Available:	$340,500
FY2026 Requested Amount:	$72,408.06

Department Comments and Recommendation:
The City's current agreement with Tyler Technologies has transitioned into an automatic renewal phase following the end of the original contract term. Per the terms, we are now subject to potential annual fee increases.
After several discussions with our Tyler rep, I've confirmed that whether we enter into a new contract or continue under the auto-renewal, the pricing will not change. Tyler does not offer any increased savings by signing multiple-year contracts. By staying on a year-to-year basis, the City retains flexibility should we choose to explore alternative financial software needs in the future.

For FY2026, we plan to continue under the auto-renewal terms, with the understanding that we may incur an increase up to 5%. The amount of $72,408.06, which covers both Incode SaaS and Executime, was accurately included in the recently approved FY26 budget.

The original agreements, ordinances, and agenda items are attached for reference.

City Attorney Comments:
Per City Code 110.230, Bill 25-99 is in correct form.

City Administrator Comments:
I concur with the department's recommendation.

BILL NO. 25-99 ORDINANCE NO. 25.99

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING AN ANNUAL CONTRACT EXTENSION OF THE ORIGINAL AGREEMENTS WITH TYLER TECHNOLOGIES, INC., WITH AN ANNUAL COST INCREASE NOT TO EXCEED FIVE PERCENT (5%).

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

Section 1. The Mayor is hereby authorized to execute an agreement with Tyler Technologies under substantially the same terms and conditions as the attached contract and scope of work, Exhibit A.

Section 2. Total expenditure or liability authorized under this Ordinance shall not exceed annual increases of Five Percent (5%).

Section 3. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.99 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstain: Absent:

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

__________________ ____________________________________

Date Tara Berreth, City Clerk

Approved as to form:

____

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 25.99.

____

Michael Harmison, Mayor

____

Date

ATTEST:

____

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 03/22/18

Originator: ***(Name/Title)*** Mike Welty, Assistant City Administrator

Date Submitted: 03/06/18

Agenda Item Title:

Bill 18-18 - Authorizing the Mayor to execute a service agreement with Tyler Technologies, Inc. for the new Executime Payroll Management System and approving the purchase, installation, and support for the product.

Presented by: ***(Name/Title)*** Mike Welty. Assistant City Administrator

Requested Action:

- [ ] **Motion to Approve**
- [ ] **First Reading of Bill #** ________
- [x] **Second Reading of Bill #** 18-18
- [ ] **Resolution #** ________
- [ ] **Proclamation**
- [ ] **Public Hearing**
- [ ] **Other (Describe)** ________

Ordinance Reference for Action: ***(i.e. RSMo Section, Ordinance # & Title)***

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

Deadline for Action: **YES** (●) **NO** ( )

If yes, explain:

We need to proceed in order to get scheduled with Tyler Technologies, Inc. for installation, training, and support before the end of 2018.

Fiscal Impact:

Not Applicable [ ]

Budgeted Item: **YES** (●) **NO** ( )

If no, provide funding source: ________

Budget Line Item/Title: 10-19-774251 - Computer Software

FY 18 **Budgeted Amount:**	$ 25,006.00
Expenditures to Date______:	($ 0.00)
Available:	$ 25,006.00
Requested Amount:	$ 19,236.00

Attachments: **YES** (●) **NO** ( )

If yes, list attachments:

Bill 18.18, Software Service Agreement, Quote

Department Comments and Recommendation:

Attached is the service agreement for the Executime software and the sales quote for the purchase of the hardware, software, and yearly support services. The City Attorney, Ed Rucker, has reviewed the agreement and we are ready to proceed.

The total project cost = $28,816. The project has been budgeted within 2 categories - Computer Software and Computer Equipment, the breakdown of each is as follows:

10-19-774251/Computer Software

FY18 Budgeted amount $25,006.00
Expenditures to date 0
Available $25,006.00

Requested Amount $19,236.00

Software cost includes installation and software support for the first year. After that, a recurring software support cost will be $8,235.00 yearly.

10-19-774250/Computer Equipment

FY18 Budgeted amount $15,050.00
Expenditures to date 0
Available $15,050.00

Requested Amount $ 9,580.00

There may be an additional cost for the installation of the hardware estimated at less than $500.00. Each of the proximity readers comes with a 1 year warranty.

This product will integrate with Incode, the City's financial software package and gives us the ability to more accurately track hours worked, reduces the amount of input needed by HR and City Treasurer staff, allows for several different types of input including a mobile application, and much more.

At the March 22nd Board of Aldermen meeting staff was directed to provide return on investment (ROI) for the purchase of Executime an electronic time management system.

As staff presented during the budget workshops implementing an electronic time management system will increase efficiency, reduce errors, decrease time theft, and reduce paper and printing costs.

The following is the City's annual ROI (per the American Payroll Association):

Payroll Processing Annual Savings $5,200
Human Error Annual Savings $46,290
Time Theft/Lost Time Annual Savings $23,500
Paper Reduction Annual Savings $1,840
Elimination of Time Entry Module and When-to-Work $2,043
Total Return on Investment $78,873

By implementing an electronic time management system, the City will:

• Eliminate paper timesheets – assists in moving toward a paperless process

• Provides real time data – employees will get paid by when they time in and out

• Accountability moved to employees and supervisors

• Provides the City a process to track and manage leave requests. Currently the City does not have a practice in place that is consistent Citywide. Employment attorneys have encouraged the City to tighten up this process. The last two EEOC claims have referred to leave time request denials, documentation of request and denial, and schedules.

• Provides the City with the ability to meet the records retention requirement for leave requests which is currently not being met.

• Eliminates the Time Entry Module within Incode and When-to-Work in the Police Department.

Administration and Human Resources recommend approval.

City Administrator Comments and Recommendation:

This is the new timesheet/payroll system that is budgeted in FY2018.

The first reading was approved by the Board on March 22, 2018.

I concur with the department's recommendation.

BILL NO. 18-18 ORDINANCE NO. 18.18

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT WITH TYLER TECHNOLOGIES FOR THE NEW EXECUTIME PAYROLL MANAGEMENT SYSTEM AND APPROVING THE PURCHASE, INSTALLATION, AND SUPPORT FOR THE PROJECT

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a service agreement with Tyler Technologies for the New Executime Payroll Management System. substantially the same under the terms set forth in the form attached hereto as ("Exhibit A").

Total expenditures or liability authorized under this contract shall not exceed Twenty-Eight Thousand Eight Hundred Sixteen Dollars. ($28,816.00)

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

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

READ FIRST TIME: March 22, 2018 READ SECOND TIME: April 5, 2018

I hereby certify that Ordinance No. 18.18 was duly passed on April 6, 2018, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:	4	Nays:	0
Abstain:	0	Absent:	2

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

April 6, 2018
Date

Cynthia Lambert
Cynthia Lambert, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.18.

April 6, 2018
Date

John Olivarri, Mayor

ATTEST:

Cynthia Lambert, City Clerk

SOFTWARE AS A SERVICE AGREEMENT

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

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

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

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Osage Beach, MO.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Concurrent Users"** means the number of concurrent users that are authorized to use the SaaS Services.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and

includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software as applicable.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Concurrent Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Concurrent Users and amount of Data Storage Capacity. You may add additional concurrent users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Concurrent Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2. We have attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.

6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.8 We provide secure data transmission paths from each of your workstations to our servers.

6.9 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of

commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

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

   8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);

   8.2 provide telephone support during our established support hours;

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

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

   8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

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

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

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice.

You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

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

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

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

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

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

   2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

      a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;

b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and

c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

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

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

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

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

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court

of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

[redacted]

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

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

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

Tyler Technologies, Inc.

By: [signature]

Name: Janet Joiner

Title: VP - Finance, LGD

Date: 4-23-18

City of Osage Beach

By: [signature]

Name: John Olivarri

Title: Mayor

Date: April 19, 2018

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Counsel

Address for Notices:
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
Attention: ____________________

Exhibit A
Investment Summary

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK tyler technologies

Quoted By:	Robb Ann Perry
Quote Expiration:	8/4/2018
Quote Name:	City of Osage Beach -ExecuTime T&A
Quote Number:	2018-43812
Quote Description:	Executime Enterprise (Cloud/SaaS)

Sales Quotation For
City of Osage Beach
1000 City Pkwy
Osage Beach , MO 65065-3058
Phone: +1 (573) 302-2000

Tyler Software and Related Services - SaaS

Description		Impl. Hours	Impl. Cost	Data Conversion	# Years	Annual Fee
		One Time Fees				
ExecuTime						
ExecuTime Time & Attendance Mobile Access License		0	$0	$0		$936
ExecuTime Advanced Scheduling Mobile		0	$0	$0		$733
ExecuTime Time & Attendance - Up to 150ee		40	$5,000	$0		$3,435
Advanced Scheduling - Up to 25ee		48	$6,000	$0		$3,131
	Sub-Total:		*$11,000*	*$0*		*$8,235*
	TOTAL:	88	$11,000	$0	3	$8,235

Other Services

Description		Quantity	Unit Price	Extended Price	Maintenance
Incode Import Interface (using ExecuTime)		1	$0	$0	$0
Incode Export Interface (using ExecuTime)		1	$0	$0	$0
	TOTAL:			$0	$0

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenence Discount	Total Maintenance
Touchscreen: Proximity Reader	4	$2,395	$0	$9,580	$0	$0	$0
TOTAL:				$9,580			$0

Summary	One Time Fees	Recurring Fees
Total Tyler SaaS	$0	$8,235
Total Tyler Services	$11,000	$0
Total Third Party Hardware, Software and Services	$9,580	$0
Summary Total	$20,580	$8,235
Contract Total	$28,815	

Exhibit B
Invoicing and Payment Policy

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

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

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *Project Planning Services*: Project planning services are invoiced upon delivery of the implementation planning document.

   2.2 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.3 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.4 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

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

   2.6 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.7 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

2.8 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

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

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

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

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

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

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

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

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

   B. Baggage Fees

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

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

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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

Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

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

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

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

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

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

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

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

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

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Exhibit C

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You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

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

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

[redacted]

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.

(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.

(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.

(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

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

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.

(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.

(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.

(4) Program Updates – where development activity is made available for client consumption

Support Availability

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

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

Issue Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

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

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

City of Osage Beach
Agenda Item Summary

Date of Board of Aldermen Meeting: 12/20/18
Originator: ***(Name/Title)*** Mike Welty, Assistant City Administrator
Date Submitted: 12/04/18

Agenda Item Title:

Bill 18-68 - An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to modify the service agreement with Tyler Technologies for the new Executime Payroll Management System.

Presented by: ***(Name/Title)*** Mike Welty, Assistant City Administrator

Requested Action:

- ☐ **Motion to Approve**
- ☑ **First Reading of Bill #** 18-68
- ☑ **Second Reading of Bill #** 18-68
- ☐ **Resolution #** ______
- ☐ **Proclamation**
- ☐ **Public Hearing**
- ☐ **Other (Describe)** ______

Ordinance Reference for Action: ***(i.e. RSMo Section, Ordinance # & Title)***

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

Deadline for Action: **YES** ◉ **NO** ○

If yes, explain:

We need to proceed in order to get scheduled with Tyler Technologies, Inc. for installation, training, and support before the end of February 2019.

Fiscal Impact:

Not Applicable ☐

Budgeted Item: **YES** ◉ **NO** ○

If no, provide funding source: ______

Budget Line Item/Title: 10-19-774251 - Computer Software

FY 18 **Budgeted Amount:**	$ 38,006.00
Expenditures to Date______:	($ 10,766.00)
Available:	$ 27,240.00
Requested Amount:	$ 4,000.00

Attachments: **YES** ◉ **NO** ○

If yes, list attachments:

Bill 18-68, Quote for additional advanced scheduling, Quote for VPN device

Department Comments and Recommendation:

We need to make a couple of adjustments to the Executime agreement:

Adjustment #1
When first planning this project we worked with Tyler Technologies to insure that we had all of the necessary hardware. The time clocks we are installing need a Virtual Private Network (VPN) device to insure that the employee information they record and communicate stays secure. We had originally thought that because of the way our network was setup it would not be necessary to purchase such a device.

10-19-774251 - Computer Software
FY18 Budgeted amount for this project $25,006.00
Originally requested Amount $19,236.00
VPN Device: $4000.00 (backup enclosed)
New Total Request: $23,236.00

Adjustment #2
As we have gotten deeper into this project is as become apparent that we need to expand the advance scheduling to all emergency services to accommodate their scheduling needs. We had previously thought that advance scheduling would only be needed for the Ambulance Department.

10-19-774250/Computer Equipment
FY18 Budgeted amount for this project $15,050.00
Originally requested Amount $9,580.00
Additional Advance Scheduling cost: $387.00 (backup enclosed)
New Total Request: $9,967.00

This project is still under budget even after these changes. No adjustment is necessary to the 2018 budget.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 18-68 is in correct form as per City Attorney.

The original contracted amount was a not-to-exceed amount of $28,816 approved by the Board of Aldermen through Bill 18.18 in March 2018. This request increases this not-to-exceed amount to $33,203 to accommodate the additions stated above needed for the project.

Implementing this electronic time management system is an important project for us in improving efficiency, reducing errors, decreasing time theft, and reducing paper and printing cost. Staff has worked diligently on this project over the last several months and I am pleased that we remain under budget overall.

These are necessary adjustments to the project to further the efficiency of the system. I concur with the Assistant City Administrator's recommendation.

BILL NO. 18-68 ORDINANCE NO. 18.68

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO MODIFY THE SERIVCE AGREEMENT WITH TYLER TECHNOLOGIES FOR THE NEW ESECUTIME PAYROLL MANAGEMENT SYSTEM

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

Section 1. Bill 18.18 is hereby amended to modify to increase the contract amount to $33,203.00. All other respects of Bill 18.18 remains unchanged.

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

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

READ FIRST TIME: December 20, 2018 READ SECOND TIME: December 20, 2018

I hereby certify that the above Ordinance No. 18.68 was duly passed on December 20, 2018 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:	6	Nays:	0
Abstain:	0	Absent:	0

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

12/21/2018
Date

Dorothy Urlicks, Deputy City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.68.

12/21/2018
Date

John Olivarri, Mayor

ATTEST:

Dorothy Urlicks, Deputy City Clerk

Quoted By: Robb Ann Perry
Quote Expiration: 3/18/2019
Quote Name: City of Osage Beach - ExecuTime VPN
Quote Number: 2018-57674
Quote Description:

Sales Quotation For
City of Osage Beach
1000 City Pkwy
Osage Beach , MO 65065-3058
Phone: +1 (573) 302-2000

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
ExecuTime VPN Start up Fee	1	$4,000	$4,000	$0
TOTAL:			**$4,000**	**$0**

Summary	One Time Fees	Recurring Fees
Total Tyler Services	$4,000	$0
Total Third Party Hardware, Software and Services	$0	$0
Summary Total	**$4,000**	**$0**
Contract Total	**$4,000**	

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

Customer Approval: John Olivarri Date: 12/26/18

Print Name: JOHN OLIVARRI P.O.#:

Comments

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: License fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable on delivery.

tyler technologies

Quoted By:	Brian Baker
Date:	11/21/2018
Quote Expiration:	5/20/2019
Quote Name:	City of Osage Beach, MO - ExecuTime Advanced Scheduling License increase
Quote Number:	2018-61608
Quote Description:	

Sales Quotation For

City of Osage Beach
1000 City Pkwy
Osage Beach, MO 65065-3058
Phone +1 (573) 302-2000

SaaS

Description	# Years	Annual Fee	One Time Fees Impl. Hours	Impl. Cost	Data Conversion
Additional:					
ExecuTime Advanced Scheduling License Increase (SaaS)	1.0	$387.00	0	$0.00	$0.00
TOTAL:		**$387.00**	**0**	**$0.00**	**$0.00**

Summary	One Time Fees	Recurring Fees
Total SaaS	$0.00	$387.00
Total Tyler Software	$0.00	$0.00
Total Tyler Services	$0.00	$0.00
Total 3rd Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$0.00**	**$387.00**
Contract Total	**$387.00**	

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

Customer Approval: John Olivarri Date: 12/26/18

Print Name: JOHN OLIVARRI P.O. #:

All primary values quoted in US Dollars

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

The Munis SaaS fees are based on 16 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: Licensee fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.

Increase Advanced Scheduling Hosting for up to 50 employees.

City of Osage Beach
Agenda Item Summary

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

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

Requested Action:
Second Reading of Bill #22-01

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

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

Budgeted Item:
Yes

Budget Line Information (if applicable):
Budget Line Item/Title: 10-19-733610 Maintenance and Support Services

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

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

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

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

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

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

I recommend approval.

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

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

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

BILL NO. 22-01 ORDINANCE NO. 22.01

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

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

Section 1. The Board of Aldermen of the City of Osage Beach hereby authorizes the Mayor to execute a contract with Tyler Technologies for Software as a Service (SaaS) agreement and in a form substantially similar in terms and content attached to this ordinance as Exhibit "A."

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

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

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

READ FIRST TIME: January 6, 2022 READ SECOND TIME: January 19, 2022

I hereby certify that the above Ordinance No. 22.01 was duly passed on January 19, 2022, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 4 Nays: 0 Abstentions: 0 Absent: 2

0

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

1/19/2022
Date

Tara Berreth
Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 22.01.

1/19/2022
Date

John Olivarri, Mayor

ATTEST:

Tara Berreth
Tara Berreth, City Clerk

SOFTWARE AS A SERVICE AGREEMENT

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

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

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

SECTION A – DEFINITIONS

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

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

SECTION B – SAAS SERVICES

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

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

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

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project

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

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

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

   9.2 provide support during our established support hours;

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

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

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

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

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

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

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

SECTION F – TERM AND TERMINATION

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

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

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

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

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

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

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

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

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

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

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. All disputes under this contract and any litigation resulting under this contract shall be filed, tried, remain and be ultimately resolved in the Circuit Court of Camden or Miller County on in any appeal therefrom within the courts of the State of Missouri or the United States Federal District Court for the Western District of Missouri. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment

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

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will make a good faith effort to notify us and otherwise perform the functions required by applicable law. We acknowledge and agree that the Client retains the discretion to manage open records requests under applicable open records laws and that no liability shall attach for any disclosure which the Client determines is reasonable and proper under such applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve

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

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. Contract Documents. This Agreement includes the following exhibits:

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

SIGNATURE PAGE FOLLOWS

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

Tyler Technologies, Inc.	City of Osage Beach, Missouri
By:____________________	By:____________________
Name:____________________	Name:____________________
Title:____________________	Title:____________________
Date:____________________	Date:____________________

<u>Address for Notices</u>:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

<u>Address for Notices</u>:
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
Attention: Mike Welty

Exhibit A
Investment Summary

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By: Quote	Lori Dudley
Expiration: Quote	11/3/21
Name:	Incode SaaS Flip

Sales Quotation For:

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

Tyler Annual Software - SaaS

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

Forms Overlay	$ 1,060	$ 0	$ 1,060
Accounts Receivable	$ 1,513	$ 0	$ 1,513
Secure Signatures -Unlimited Signatures	$ 707	$ 0	$ 707
Incode 9 Call Center	$ 2,688	$ 0	$ 2,688
Incode 9 Business License	$ 1,344	$ 0	$ 1,344
Incode 9 Building Projects	$ 2,014	$ 0	$ 2,014
Custom Development - Sewer Calculations	$ 1,647	$ 0	$ 1,647
Incode Court Suite			
Criminal Court Case Management	$ 3,528	$ 0	$ 3,528
Court/Police Interface	$ 3,198	$ 0	$ 3,198
TOTAL:	**$ 57,089**	**$ 0**	**$ 57,089**
Term # of Years: 3			

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

Comments

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

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

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

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

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

• License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.

• Fees for hardware are invoiced upon delivery.

• Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.

• Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

• Fees for services included in this sales quotation shall be invoiced as indicated below.

o Implementation and other professional services fees shall be invoiced as delivered.

o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.

o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: https://www.tylertech.com/terms/tyler-saas-services.

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

Customer Approval: ______________________ Date: ______________________

Print Name: ______________________ P.O.#: ______________________

Invoicing and Payment Policy

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

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

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

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

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

3. <u>Third Party Products</u>*.*

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

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

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

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

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

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

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

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

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

Exhibit B

Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

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

   B. Rental Car

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

   C. Public Transportation

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

   D. Parking & Tolls

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

3. Lodging

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

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

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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

Exhibit C
Service Level Agreement

I. Agreement Overview

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

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

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

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

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

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

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

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

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

III. Service Availability

a. Your Responsibilities

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

b. Our Responsibilities

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

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

c. Client Relief

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

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

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

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

IV. Maintenance Notifications

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

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

Exhibit C
Schedule 1
Support Call Process

Support Channels

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

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.

(2) Email – for less urgent situations, users may submit emails directly to the software support group.

(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

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

Support Resources

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

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.

(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.

(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.

(4) Tyler University – online training courses on Tyler products.

Support Availability

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

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

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

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

Incident Handling

Incident Tracking

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

Incident Priority

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

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

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

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

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

Incident Escalation

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

Remote Support Tool

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

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 18, 2025
Originator: Tara Berreth, City Clerk
Presenter: Tara Berreth, City Clerk

Agenda Item:
Bill 25-105 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 25.78 to include additional budget line items for Fiscal Year 2025. *First and Second Reading*

Requested Action:
First & Second Reading of Bill #25-105

Ordinance Referenced for Action:
Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:
During the approval of the original budget amendment ordinance, two budget line items were inadvertently omitted. To ensure the accuracy and completeness of the City's financial records, staff is requesting that these items be added through a formal amendment. This correction will allow for proper allocation and tracking of funds as intended.

City Attorney Comments:
Per City Code 110.230, Bill 25-105 is in correct form.

City Administrator Comments:
I concur with the department's recommendation.

BILL NO. 25-105 ORDINANCE NO. 25.105

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 25.78 TO INCLUDE ADDITIONAL BUDGET LINE ITEMS FOR FISCAL YEAR 2025.

WHEREAS, Ordinance 25.78 was adopted to establish the budget for Fiscal Year 2025; and

WHEREAS, certain budget line items were inadvertently omitted and need to be added to ensure proper financial planning and expenditure authority;

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

Section 1. That the 2025 Annual Operating Budget adopted as Ordinance No. 24.93 is hereby amended by appropriating additional funds or reducing appropriations as follows:

		Original Budget	Amended Budget
20-00-743400	Equipment Repair	$46,250.00	$86,250.00
20-00-761600	Chemicals	$42,000.00	$29,010.00
20-00-774255	Machinery & Equipment	$347,200.00	$335,933.00

Section 2. In all other respects the 2025 Annual Operating Budget adopted in Ordinance No. 24.93 remains in full force and effect.

Section 3. That this Ordinance shall be in full force and effect upon date of passage and approval by the Mayor.

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.105 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstain: Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 25.105.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

City of Osage Beach
Agenda Item Summary

Date of Meeting:	December 18, 2025
Originator:	Tara Berreth, City Clerk
Presenter:	Todd Davis, Police Chief

Agenda Item:
Bill 25-106 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with Daikin TMI for the relocation of the Communications Center in an amount not to exceed $440,000.00. *First Reading*

Requested Action:
First Reading of Bill #25-108

Ordinance Referenced for Action:
Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

Budgeted Item:
Yes

Budget Line Information (if applicable):
Budget Line Item/Title: 10-15-774262 - Communication Equipment

FY2025 Budgeted Amount:	$440,000.00
FY2025 Expenditures to Date (12/10/25:	($ 0)
FY2025 Available:	$440,000.00
FY2025 Requested Amount:	$440,000.00

Department Comments and Recommendation:
Daikin TMI was selected as our vendor for the Communications Center Relocation project. Daikin TMI is a member of TIPS USA, The Interlocal Purchasing System, a cooperative bidding group.

Daikin TMI's initial bid came in $ 81,008.00 over our budgeted amount. We met with Daikin TMI and discussed options to bring the cost down to the budgeted amount.

Daikin TMI's (Reduced Scope of Work) bid came in at $440,002.00. This removed the Polished Concrete Floor, a reduction to 3 Dispatch Consoles from 4, and the use of

City-provided Heat Pumps.

We would like to get this project underway and completed by the end of May. Staff recommends appproval.

City Attorney Comments:
Per City Code 110.230, Bill 25-108 is in correct form.

City Administrator Comments:
I concur with the department's recommendation.

BILL NO. 25-106 ORDINANCE NO. 25.106

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH DAIKIN TMI FOR THE RELOCATION OF THE COMMUNICATIONS CENTER IN AN AMOUNT NOT TO EXCEED $440,000.00

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

Section 1. The Mayor is hereby authorized to execute an agreement with Daikin TMI under substantially the same terms and conditions as the attached contract and scope of work, Exhibit A.

Section 2. Total expenditure or liability authorized under this Ordinance shall not exceed Four Hundred Forty Thousand Dollars ($440,000.00)

Section 3. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.106 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstain: Absent:

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

__________________ ____________________________________

Date Tara Berreth, City Clerk

Approved as to form:

____

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 25.106.

____

Michael Harmison, Mayor

____

Date

ATTEST:

____

Tara Berreth, City Clerk

715 Goddard Avenue,
Chesterfield, MO 63005
PH (636)532-1110

TIPS-USA PROPOSAL

To:	**CITY OF OSAGE BEACH** 1000 City Parkway Osage Beach, MO 65065	**Date:**	**11/21/2025**
Project:	**911 DISPATCH RELOCATION -**		

TIPS-USA Certified Proposal
CITY OF OSAGE BEACH - TIPS-USA Member ID:

Chief of Police Davis - We appreciate the opportunity to perform our full turnkey project services to complete the relocation of the dispatch department. Our proposal is to provide the design, labor, materials and equipment to complete the work specifically identified in the Design Documents generated by Architechnics Engineering dated September 8, 2025 and associated Addendums.

PROJECT TIMELINE:
Upon receipt of the signed proposal, Daikin TMi will finalize contracts with our sub-contractors and begin procuring equipment and materials.
Construction START = January 5, 2025.
Substantial Completion = April 24, 2026.
Construction END = May 8, 2026.

INCLUDED IN THIS PROPOSAL:
This proposal includes; labor, materials and equipment to complete the work as defined within the Design Documents and associated Addendum as generated by Architecnics Engineering.

- GENERAL OUTLINE (all work to take place inside Project boundary):
    a. remove portions of existing concrete slab, for underground plumbing.
    b. provide new underground plumbing, concrete slab patch and resinous flooring
    c. provide new insulated partitions to create spaces
    d. provide new acoustical ceiling system
    e. install Owner supplied heat pumps for HVAC system
    f. provide new plumbing fixtures for restroom and breakroom
    g. provide new light fixtures and power
    h. provide new cabinetry
    i. provide relocation of vendor provided equipment
- VALUE ENGINEER SCOPE REDUCTION
    a. Concrete floor will have sealed finish. Polishing is excluded from this proposal as a means of cost savings.
    b. Owner will provide (2) heat pumps they already have available. Owners heat pumps will be installed by Daikin TMi. These Owner provided units as a means of cost savings.
    c. (3) of the (4) specified dispatch consoles will be provided with the Owners intent of purchasing the 4th console at a later date. This decision has been made as a means of cost savings.

ADDITIONAL PROPOSAL HIGHLIGHTS:

1. Proposal excludes permitting fees.
2. Proposal excludes any public utility or service upgrades or relocation fees.
3. Proposal excludes any labor, materials or testing services associated with environmental or hazardous materials removal and disposal.

PROJECT TEAM:

Project Lead.. Daikin-TMi LLC
Architect / Engineer.. Architecnics Engineering
General Trades.. Imhoff Construction
Mechanical .... Teel Mechanical
Electrical ....Reinhold Electric
Plumbing.. Teel Mechanical
Fire Protection .... Ozark Fire Sprinkler

Environmental .... *selected and contracted directly by Owner IF necessary*

SPECIAL / INSTRUCTIONS / CONSIDERATIONS:

1. Includes 1 year project warrantee.
2. Work will be performed using the most current adopted Camden County, MO Prevailing Wage requirements.
3. City of Osage Beach is responsible for all environmental and hazardous material reports and abatement necessary for Work to be performed.
4. City of Osage Beach is responsible for any public utility or service upgrades or relocation fees
5. Daikin-TMi is to provide haul-off dumpster services associated with the Work.
6. Daikin-TMi is to provide temporary restroom facilities for the project workforce.

TOTAL NET PRICE..$440,000.00
Four Hundred and Forty Thousand Dollars

Best Regards,
***Carey J. Edwards**, AIA Leed BD+C*
Daikin TMi, LLC

Agreed:

CITY OF OSAGE BEACH	**DAIKIN TMI LLC**
By:______________________	By: **Carey J. Edwards**
Title:______________________	Title: **Account Manager**
Date:______________________	Date: **11.21.2025**

Attachments:

- Project Cost Sheet (Exhibit-A)
- Daikin TMi LLC – Terms and Conditions (Exhibit-B)

CITY OF OSAGE BEACH (911 DISPATCH CENTER)

PROJECT COST SHEET

11.20.2025

DIV.	CSI DIVISION	PRELIM ESTIMATE	BID RESULTS	$	A	$	B	$	B
00	PROFESSIONAL SERVICES								
00a	architecture & engineering	$16,540	$17,000	$17,000	Architechnics	$23,000	ECS Engineers+TEC Architects		
00b	engineering (re-design)		$750	$750	Architechnics				
01	GEN. CONDITIONS								
01a		$27,622	$27,226		Daikin TMi Project Overhead				
02	EXISTING COND.								
02a	demolition	$7,500	*$2,500*		Thomas Construction		Abbett Enterprises		Imhoff Construction
03	CONCRETE								
03a		$3,500	*$3,500*		Thomas Construction		Abbett Enterprises		Imhoff Construction
05	STEEL								
05a	misc. steel	$9,800	na	na	Thomas Construction	na	Abbett Enterprises	na	Imhoff Construction
06	WOOD + PLASTICS								
06a	cabinetry	$26,260	*$5,530*		Thomas Construction	see 02a	Abbett Enterprises	$19,284	New Space
08	OPENINGS								
08a	doors (materials)	$7,600	$8,750		Thomas Construction	see 09a	Abbett Enterprises	see 09a	Imhoff Construction
08b	doors (install)	$4,000	$4,000						
09	FINISHES								
09a	framing	$30,025	$38,900						
09b	drywall	inc 09a	inc 09a						
09c	misc. rough carpentry	inc 09a	$2,200						
09d	painting	$4,680	$6,283	No Bid	Thomas Construction	$77,382	Abbett Enterprises	$56,733	Imhoff Construction
09e	ceilings	inc 09a	inc 09a						
09f	concrete floor polish	$12,470	$0						
09g	rubber base	$3,200	*$5,350*						
11	EQUIPMENT								
11a	hvac	$25,000	$500	$500	Daikin TMi				
11b	technology	$20,000	$0						
11c	generator	*use of existing*	*use of existing*						
11d	appliances	$1,200	$1,000	$900	Frigidaire				
12	FURNISHINGS								
12a	furniture	$26,000	$50,731	$50,731	Sustema	$139,344	Watson	$108,000	Xybix
21	FIRE SUPPRESSION								
21a	fire suppression	$0	$14,500	$15,977	Mid Missouri Fire Protection	$14,500	Ozark Fire Sprinkler		
22	PLUMBING								
22a	plumbing	$17,500	$36,991	$39,950	Butzer, Inc.	$36,991	Teel Mechanical	No Bid	United Plumbing
23	HVAC								
23a	hvac	$23,000	$29,654	$43,950	Butzer, Inc.	$29,654	Teel Mechanical	$32,800	JMC Mechanical
25	INTEGRATED AUTO.								
24a	building controls	inc 23a	inc 23a		Butzer, Inc.		Teel Mechanical		JMC Mechanical
26	ELECTRICAL								
26a	electrical	$37,940	$44,875	$160,000	Kaiser Electric	$44,875	Reinhold Electric	No Bid	Meyer Electric
27	COMMUNICATIONS								
27a	data & comm install	inc 26a	inc 26a		Kaiser Electric		Reinhold Electric		Meyer Electric

		PRELIM ESTIMATE	BID RESULTS
CONSTRUCTION SUB-TOTAL		**$303,837**	**$300,240**
OWNER VENDORS			
	Motorola	$7,500	$7,500
	Nelson Systems	$2,200	$1,200
	Intrado	$14,000	$12,520
	Omnigo	$0	$0
	Mikeal (Beisher & Mitel)	$7,500	$8,654
	AT&T	TBD	TBD
BID ALTERNATES & VALUE ENGINEERING			
$5,400	Polished concrete at HP Hallway (ADD)	$0	$0
($3,600)	Plam in lieu of Quartz (DEDUCT)	$0	$0
($2,300)	Premanu. Lockers in lieu of Built to Fit	$0	$0
		$0	$0
CONTINGENCY			
	Vendor	$9,000	$9,000
	Fire Alarm System		$10,000
PROJECT SUB-TOTAL		**$344,037**	**$349,114**
PROJECT DEVELOPMENT & MANAGEMENT		9%	9%
TMi PROFIT		9%	9%
TURNKEY PROJECT RISK		5%	4%
COOPERATIVE PROCUREMENT AGENCY		2%	2%
PROJECT GRAND TOTAL		**$437,771**	**$440,002**

$440,002

USE OF CITY PROVIDED HEAT PUMPS

REDUCTION TO 3 DISPATCH DESKS

REMOVAL OF POLISHED CONCRETE

Terms & Conditions of Sale.

1. Terms of Agreement: The term "Company" as used herein shall mean Daikin TMI, LLC or its applicable subsidiary that is the seller or service provider. Company offers to sell the materials, equipment or services indicated, only under the terms and conditions stated herein.Submittal of any further purchase documents by Buyer, or execution of this offer by Buyer, or allowing Company to commence work, shall be deemed an acceptance of this offer. Any additional or differing terms and conditions contained on any documents prepared or submitted by Buyer (whetheror not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Buyer and Company unless expressly consented to in writing by Company.

2. Price Policy: All prices are subject to increase upon notice, due to such events as announced increases in Company's price structure, or increases in labor or material costs.

3. Terms of Payment: Terms of payment are subject at all times to prior approval of Company's credit department. Terms of payment are net 30 days from date of invoice, whether or not Buyer is paid by its customer (if applicable), unless otherwise agreed to in writing by Company. If at any time the financial condition of Buyer or any other circumstance affecting the credit decision does not, in Company's opinion, justify continuance of production of products, shipment of products or performance of services on the terms of payment specified, Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products, or the performance of services. Company reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries or further performance of services under it in the event Buyer fails to make payment when such payment becomes due. In the event of any default in payment, Buyer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law.

4. Shipping Terms: All shipments will be made F.O.B. Company's or its vendor's warehouse or factory with freight prepaid and allowed as quoted via a low cost commoncarrier, and charges for special carrier services requested byBuyer shall be paid by Buyer. Goods may be shipped in oneor more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries or performance of services. Delay in delivery of any lot or in the performance of any services shall not relieve Buyer of its obligation to accept remaining deliveries.

5. Claims: Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and regardless of shipping terms or freight payment, Buyer shall bear all risk of loss or damage in transit. Any claims for damage or shortage in transit must be filed by Buyer against the carrier, and not Company. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

6. Taxes: The amount of any present or future taxes applicable to the product or service shall be added to the price contained herein and paid by Buyer in the same manner and with the same effects as if originally added thereto.

7. Cancellations: Accepted orders are not subject to cancellation without Company being (a) reimbursed for any and all expenses (including overhead), (b) paid a reasonable profit, and (c) indemnified by Buyer against any and all loss.

8. Delays: Shipment and performance dates are only estimates. No contract has been made to ship or to perform services in a specified time, unless set forth in a separate writing signed by an officer of Company. Any liability of Company for unreasonably delayed delivery or performance will be limited to one-tenth of one percent (0.1%) of the purchase price for each day of unreasonable delay. Further, Company shall not be liable for any damage as a result of any delay or failure to deliver or to perform services, however significant the delay, due to disapproval of Company's credit department or any cause beyond Company's reasonable control, including without limitation, any act of God, act of Buyer, governmental act, accident, labor unrest, riot, fire, delay in transportation, or inability to obtain necessary labor, materials, fuel, power or manufacturing facilities.

9. Returns: Goods may not be returned unless Buyer obtains the advance written permission of an authorized official of Company and the manufacturer of the equipment, and when so returned will be subject to handling and transportation charges. Authorized returned goods must be shipped prepaid to the location designated by the authorization.

10. Warranties: Company does not design or manufacture any of the goods that it sells. While Company will assign to Buyer all written warranties that Company receives from its suppliers, Company offers no warranties whatsoever on any such goods and will have no responsibility for the performance of its vendors' warranty obligations. With respect to services provided by Company, Company will perform such services in a good and workmanlike manner, in accordance with acceptable standards in Company's industry and, if it fails to do so, re-perform such services properly and at no additional cost to Buyer. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** No liability shall attach to Company until Company has been paid in full for all products and services purchased hereunder. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligations beyond those undertaken in this Section 10, or to state that Company's performance of services meets any standard other than that set forth in this Section 10.

11. Limitation on Liability; Indemnity: Company's liability with respect to the products sold or the services rendered hereunder shall be limited to performance of its responsibilities specified in Section 10 hereof, and shall not exceed the cost of re-performing deficient services. For any other breach of its responsibilities to Buyer, Company's liability will be limited to the price of the associated goods or services. Company's limitation of liability hereunder shall apply to all causes of action in the aggregate, including without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentations and other torts. **IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE OR STRICT LIABILITY IN TORT.** In any jurisdiction in which the above limitations of liability are restricted, Company's liability shall be limited to the greatest extent permitted by law.

12. Indemnity: Buyer hereby agrees to indemnify and hold harmless Company and its directors, shareholders, officers, employees, agents, representatives, successors and assigns from any claim from and against any and all liens, damages, losses, liabilities, obligations, settlement payments, penalties, claims, judgments, suits, or expenses of any kind or nature whatsoever (including reasonable attorneys' fees and court costs) which may at any time be imposed upon, incurred by or asserted against them, arising directly or indirectly from or out of the negligence or willful misconduct by Buyer or its employees, contractors, agents or representatives.

13. NOTICE TO OWNER: FAILURE OF BUYER TO PAY COMPANY, OR OF COMPANY TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT, CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE. COMPANY DOES NOT WAIVE OR SUBORDINATE ITS STATUTORY LIEN RIGHTS, OR ITS RIGHTS TO MAKE CLAIMS ON ANY BONDS ISSUED WITH RESPECT TO ANY PROJECT.

14. Disputes and Choice of Law: Except as otherwise contemplated in Section 1 above, this contract and these Terms and Conditions of Sale shall constitute the entire agreement between Company and Buyer and shall be governed by and construed according to the laws of the State of Missouri No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in a writing signed by the party to be bound. All claims, disputes, and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be St. Louis, Missouri, unless another site is mutually agreed between the parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA.

DAIKIN TMi

715 Goddard Avenue,
Chesterfield, MO 63005
PH (636)532-1110

THE INTERLOCAL PURCHASING SYSTEM

TIPS-USA PROPOSAL

To:	**CITY OF OSAGE BEACH** 1000 City Parkway Osage Beach, MO 65065	**Date:**	**11/21/2025**
Project:	**911 DISPATCH RELOCATION -**		

TIPS-USA Certified Proposal
CITY OF OSAGE BEACH - TIPS-USA Member ID:

Chief of Police Davis - We appreciate the opportunity to perform our full turnkey project services to complete the relocation of the dispatch department. Our proposal is to provide the design, labor, materials and equipment to complete the work specifically identified in the Design Documents generated by Architechnics Engineering dated September 8, 2025 and associated Addendums.

PROJECT TIMELINE:
Upon receipt of the signed proposal, Daikin TMi will finalize contracts with our sub-contractors and begin procuring equipment and materials.
Construction START = January 5, 2025.
Substantial Completion = April 24, 2026.
Construction END = May 8, 2026.

INCLUDED IN THIS PROPOSAL:
This proposal includes; labor, materials and equipment to complete the work as defined within the Design Documents and associated Addendum as generated by Architecnics Engineering.

- GENERAL OUTLINE (all work to take place inside Project boundary):
    a. remove portions of existing concrete slab, for underground plumbing.
    b. provide new underground plumbing, concrete slab patch and resinous flooring
    c. provide new insulated partitions to create spaces
    d. provide new acoustical ceiling system
    e. provide additional heat pumps for HVAC
    f. provide new plumbing fixtures for restroom and breakroom
    g. provide new light fixtures and power
    h. provide new cabinetry
    i. provide relocation of vendor provided equipment

ADDITIONAL PROPOSAL HIGHLIGHTS:
1. Proposal excludes permitting fees.
2. Proposal excludes any public utility or service upgrades or relocation fees.
3. Proposal excludes any labor, materials or testing services associated with environmental or hazardous materials removal and disposal.

PROJECT TEAM:

Project Lead.......... Daikin-TMi LLC
Architect / Engineer.......... Architecnics Engineering
General Trades.......... Imhoff Construction
Mechanical.......... Teel Mechanical
Electrical.......... Reinhold Electric
Plumbing.......... Teel Mechanical
Fire Protection.......... Ozark Fire Sprinkler

Environmental.......... *selected and contracted directly by Owner IF necessary*

SPECIAL / INSTRUCTIONS / CONSIDERATIONS:

1. Includes 1 year project warrantee.
2. Work will be performed using the most current adopted Camden County, MO Prevailing Wage requirements.
3. City of Osage Beach is responsible for all environmental and hazardous material reports and abatement necessary for Work to be performed.
4. City of Osage Beach is responsible for any public utility or service upgrades or relocation fees
5. Daikin-TMi is to provide haul-off dumpster services associated with the Work.
6. Daikin-TMi is to provide temporary restroom facilities for the project workforce.

TOTAL NET PRICE..........$521,008.00
Five Hundred Twenty One Thousand and Eight Dollars

Best Regards,
***Carey J. Edwards**, AIA Leed BD+C*
Daikin TMi, LLC

Agreed:

CITY OF OSAGE BEACH	DAIKIN TMI LLC
By:______________________	By: **Carey J. Edwards**
Title:______________________	Title: **Account Manager**
Date:______________________	Date: **11.21.2025**

Attachments:

- Project Cost Sheet (Exhibit-A)
- Daikin TMi LLC – Terms and Conditions (Exhibit-B)

EXHIBIT-A

CITY OF OSAGE BEACH (911 DISPATCH CENTER)

PROJECT COST SHEET

11.20.2025

DIV.	CSI DIVISION	PRELIM ESTIMATE	BID RESULTS	$	A	$	B	$	B
00	PROFESSIONAL SERVICES								
00a	architecture & engineering	$16,540	$17,000	$17,000	Architechnics	$23,000	ECS Engineers+TEC Architects		
01	GEN. CONDITIONS								
01a		$27,622	$33,503		Daikin TMi Project Overhead				
02	EXISTING COND.								
02a	demolition	$7,500	*$2,500*		Thomas Construction	see 09a	Abbett Enterprises	see 09a	Imhoff Construction
03	CONCRETE								
03a		$3,500	*$3,500*		Thomas Construction	see 09a	Abbett Enterprises	see 09a	Imhoff Construction
05	STEEL								
05a	misc. steel	$9,800	na		Thomas Construction	see 09a	Abbett Enterprises	see 09a	Imhoff Construction
06	WOOD + PLASTICS								
06a	cabinetry	$26,260	$19,284		Thomas Construction	see 09a	Abbett Enterprises	$19,284	New Space
08	OPENINGS								
08a	doors (materials)	$7,600	$8,750		Thomas Construction	see 09a	Abbett Enterprises	see 09a	Imhoff Construction
08b	doors (install)	$4,000	$4,000						
09	FINISHES								
09a	framing	$30,025	$38,900	No Bid	Thomas Construction	$102,448	Abbett Enterprises	$94,675	Imhoff Construction
09b	drywall	inc 09a	inc 09a						
09c	misc. rough carpentry	inc 09a	$2,200						
09d	painting	$4,680	$6,283						
09e	ceilings	inc 09a	inc 09a						
09f	concrete floor polish	$12,470	$18,008						
09g	rubber base	$3,200	inc 09f						
11	EQUIPMENT								
11a	hvac	$25,000	$21,347	$29,849	Daikin TMi				
11b	technology	$20,000	$0						
11c	generator	*use of existing*	*use of existing*						
11d	appliances	$1,200	$1,000	$900	Frigidaire				
12	FURNISHINGS								
12a	furniture	$26,000	$66,233	$66,233	Sustema		Watson		Xybix
21	FIRE SUPPRESSION								
21a	fire suppression	$0	$14,500	$15,977	Mid Missouri Fire Protection	$14,500	Ozark Fire Sprinkler		
22	PLUMBING								
22a	plumbing	$17,500	$36,991	$39,950	Butzer, Inc.	$36,991	Teel Mechanical	No Bid	United Plumbing
23	HVAC								
23a	hvac	$23,000	$29,654	$43,950	Butzer, Inc.	$29,654	Teel Mechanical	$32,800	JMC Mechanical
25	INTEGRATED AUTO.								
24a	building controls	inc 23a	inc 23a		Butzer, Inc.		Teel Mechanical		JMC Mechanical
26	ELECTRICAL								
26a	electrical	$37,940	$44,875	$160,000	Kaiser Electric	$44,875	Reinhold Electric	No Bid	Meyer Electric
27	COMMUNICATIONS								
27a	data & comm install	inc 26a	inc 26a		Kaiser Electric		Reinhold Electric		Meyer Electric

	PRELIM ESTIMATE	BID RESULTS
CONSTRUCTION SUB-TOTAL	**$303,837**	**$368,528**
OWNER VENDORS		
Motorola	$7,500	$7,500
Nelson Systems	$2,200	$1,200
Intrado	$14,000	$12,520
Omnigo	$0	$0
Mikeal (Beisher & Mitel)	$7,500	$8,654
AT&T	TBD	TBD
BID ALTERNATES & VALUE ENGINEERING		
Polished concrete at HP Hallway (Deduct)	$0	$0
	$0	$0
CONTINGENCY		
Vendor	$9,000	$9,000
Fire Alarm System		$10,000
PROJECT SUB-TOTAL	**$344,037**	**$417,402**
PROJECT DEVELOPMENT & MANAGEMENT	9%	9%
TMi PROFIT	9%	9%
TURNKEY PROJECT RISK	5%	3%
COOPERATIVE PROCUREMENT AGENCY	2%	2%
PROJECT GRAND TOTAL	**$437,771**	**$521,008**

$521,008

FULL PROJECT SCOPE

Terms & Conditions of Sale.

1. Terms of Agreement: The term "Company" as used herein shall mean Daikin TMI, LLC or its applicable subsidiary that is the seller or service provider. Company offers to sell the materials, equipment or services indicated, only under the terms and conditions stated herein.Submittal of any further purchase documents by Buyer, or execution of this offer by Buyer, or allowing Company to commence work, shall be deemed an acceptance of this offer. Any additional or differing terms and conditions contained on any documents prepared or submitted by Buyer (whetheror not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Buyer and Company unless expressly consented to in writing by Company.

2. Price Policy: All prices are subject to increase upon notice, due to such events as announced increases in Company's price structure, or increases in labor or material costs.

3. Terms of Payment: Terms of payment are subject at all times to prior approval of Company's credit department. Terms of payment are net 30 days from date of invoice, whether or not Buyer is paid by its customer (if applicable), unless otherwise agreed to in writing by Company. If at any time the financial condition of Buyer or any other circumstance affecting the credit decision does not, in Company's opinion, justify continuance of production of products, shipment of products or performance of services on the terms of payment specified, Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products, or the performance of services. Company reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries or further performance of services under it in the event Buyer fails to make payment when such payment becomes due. In the event of any default in payment, Buyer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law.

4. Shipping Terms: All shipments will be made F.O.B. Company's or its vendor's warehouse or factory with freight prepaid and allowed as quoted via a low cost commoncarrier, and charges for special carrier services requested byBuyer shall be paid by Buyer. Goods may be shipped in oneor more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries or performance of services. Delay in delivery of any lot or in the performance of any services shall not relieve Buyer of its obligation to accept remaining deliveries.

5. Claims: Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and regardless of shipping terms or freight payment, Buyer shall bear all risk of loss or damage in transit. Any claims for damage or shortage in transit must be filed by Buyer against the carrier, and not Company. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

6. Taxes: The amount of any present or future taxes applicable to the product or service shall be added to the price contained herein and paid by Buyer in the same manner and with the same effects as if originally added thereto.

7. Cancellations: Accepted orders are not subject to cancellation without Company being (a) reimbursed for any and all expenses (including overhead), (b) paid a reasonable profit, and (c) indemnified by Buyer against any and all loss.

8. Delays: Shipment and performance dates are only estimates. No contract has been made to ship or to perform services in a specified time, unless set forth in a separate writing signed by an officer of Company. Any liability of Company for unreasonably delayed delivery or performance will be limited to one-tenth of one percent (0.1%) of the purchase price for each day of unreasonable delay. Further, Company shall not be liable for any damage as a result of any delay or failure to deliver or to perform services, however significant the delay, due to disapproval of Company's credit department or any cause beyond Company's reasonable control, including without limitation, any act of God, act of Buyer, governmental act, accident, labor unrest, riot, fire, delay in transportation, or inability to obtain necessary labor, materials, fuel, power or manufacturing facilities.

9. Returns: Goods may not be returned unless Buyer obtains the advance written permission of an authorized official of Company and the manufacturer of the equipment, and when so returned will be subject to handling and transportation charges. Authorized returned goods must be shipped prepaid to the location designated by the authorization.

10. Warranties: Company does not design or manufacture any of the goods that it sells. While Company will assign to Buyer all written warranties that Company receives from its suppliers, Company offers no warranties whatsoever on any such goods and will have no responsibility for the performance of its vendors' warranty obligations. With respect to services provided by Company, Company will perform such services in a good and workmanlike manner, in accordance with acceptable standards in Company's industry and, if it fails to do so, re-perform such services properly and at no additional cost to Buyer. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** No liability shall attach to Company until Company has been paid in full for all products and services purchased hereunder. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligations beyond those undertaken in this Section 10, or to state that Company's performance of services meets any standard other than that set forth in this Section 10.

11. Limitation on Liability; Indemnity: Company's liability with respect to the products sold or the services rendered hereunder shall be limited to performance of its responsibilities specified in Section 10 hereof, and shall not exceed the cost of re-performing deficient services. For any other breach of its responsibilities to Buyer, Company's liability will be limited to the price of the associated goods or services. Company's limitation of liability hereunder shall apply to all causes of action in the aggregate, including without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentations and other torts. **IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE OR STRICT LIABILITY IN TORT.** In any jurisdiction in which the above limitations of liability are restricted, Company's liability shall be limited to the greatest extent permitted by law.

12. Indemnity: Buyer hereby agrees to indemnify and hold harmless Company and its directors, shareholders, officers, employees, agents, representatives, successors and assigns from any claim from and against any and all liens, damages, losses, liabilities, obligations, settlement payments, penalties, claims, judgments, suits, or expenses of any kind or nature whatsoever (including reasonable attorneys' fees and court costs) which may at any time be imposed upon, incurred by or asserted against them, arising directly or indirectly from or out of the negligence or willful misconduct by Buyer or its employees, contractors, agents or representatives.

13. NOTICE TO OWNER: FAILURE OF BUYER TO PAY COMPANY, OR OF COMPANY TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT, CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE. COMPANY DOES NOT WAIVE OR SUBORDINATE ITS STATUTORY LIEN RIGHTS, OR ITS RIGHTS TO MAKE CLAIMS ON ANY BONDS ISSUED WITH RESPECT TO ANY PROJECT.

14. Disputes and Choice of Law: Except as otherwise contemplated in Section 1 above, this contract and these Terms and Conditions of Sale shall constitute the entire agreement between Company and Buyer and shall be governed by and construed according to the laws of the State of Missouri No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in a writing signed by the party to be bound. All claims, disputes, and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be St. Louis, Missouri, unless another site is mutually agreed between the parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA.

City of Osage Beach
Agenda Item Summary

Date of Meeting:	December 18, 2025
Originator:	Kegan Powers, Deputy City Clerk
Presenter:	Ron White, Building Official

Agenda Item:
Bill 25-107- An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute a contract with U.S. Disaster Restoration to repair damages to City Hall for an amount not to exceed $62,228.01. *First & Second Reading.*

Requested Action:
First & Second Reading of Bill #25-107

Ordinance Referenced for Action:
Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:
None

Budgeted Item:
No.
Budget Line Item/Title: 10-09-743100 Building Maintenance

FY2025 Budgeted Amount:	$35,000.00
FY2025 Expenditures to Date (12/09/2025):	($ 32,640.00)
FY2025 Available:	$2,360.00
FY2025 Requested Amount:	$62,228.01

Budget Line Information (if applicable):
The budget amendment for this project is scheduled to be completed in early 2026.

Department Comments and Recommendation:
Request to authorize the Mayor to sign a contract with U.S. Disaster Restoration to complete the work necessary to repair damages caused by a flood of water and glycol from our HVAC system on September 12, 2025. The water and glycol mitigation was handled immediately by U.S. Disaster Restoration following the event. The remaining work involves the restoration of all finished materials, including carpet, drywall, ceiling tiles, texture and paint. The contract price is $62,228.01. A settlement check in the

amount of $59,475.73 was received from our carrier on November 3, 2025.

Staff recommends approval.

City Attorney Comments:
Per City Code 110.230, Bill 25-107 is in correct form.

City Administrator Comments:
I concur with the department's recommendation.

BILL NO. 25-107 ORDINANCE NO. 25.107

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH U.S. DISASTER RESTORATION FOR REPAIRS TO CITY HALL IN AN AMOUNT NOT TO EXCEED $62,228.01

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

Section 1. The Mayor is hereby authorized to execute an agreement with U.S. Disaster Restoration under substantially the same terms and conditions as the attached contract and scope of work, Exhibit A.

Section 2. Total expenditure or liability authorized under this Ordinance shall not exceed Six-Two Thousand Two Hundred Twenty Eight Dollars and one cent. ($62,228.01)

Section 3. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.107 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstain: Absent:

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

____
Date

____
Tara Berreth, City Clerk

Approved as to form:

____
Cole Bradbury, City Attorney

I hereby approve Ordinance No. 25.107.

____
Michael Harmison, Mayor

____
Date

ATTEST:

____
Tara Berreth, City Clerk

Attachment 6

BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:
The bidder/contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.
BOX C:	To be completed by a business entity who has already submitted documentation with a notarized date on or after **September 1, 2009**, to a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that Randy Hale (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if US Disaster Restoration (Company/Individual Name) is awarded a contract for the services requested herein under ________________ (Bid/SFS/Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, Randy Hale (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the ______________(insert agency name) with all documentation required in Box B of this exhibit.

Randy Hale
Authorized Representative's Name (Please Print)

[signature]
Authorized Representative's Signature

____
Company Name (if applicable)

12-03-2025
Date

U.S. Disaster Restoration, LLC
1135 Bluff Dr.
Osage Beach, MO 65065

Office: (573) 964-6767

Email: accounting@us-restore.com

Job No.: 25-910-2-COB-1000-RC

Claim No.:

Date: 10/28/2025

RESTORATION SERVICE CONTRACT

Customer(s): City of Osage Beach **Date of Loss:** 09/12/2025

Property Address: 1000 City Pkwy **City/State/Zip:** Osage beach, MO, 65065

Agent of Commercial Customer(s): Michael Harmison
Name of Commercial Property Agent Represents

Customer hereby engages *U.S. Disaster Restoration, LLC* ("Contractor") to perform the work set forth below for purposes of the following: **Reconstruction**, which occurred on the date of damage stated above ("the Event").

1. **Contract Documents:** The list of documents attached and hereby incorporated into the contract is the following:
   ☒ Terms and Conditions | ☐ Estimate

2. **Scope of Work:** Customer hereby authorizes and directs Contractor to furnish all labor, equipment and material to perform work at the property identified above ("Property") in a good workmanlike manner and as generally described below (the "Work"), and/or in the attached Estimate dated: 10/28/2025 The Work will be performed in the following affected areas:

Room 137, Basement, Hallway, Elevator, Entrance, Lobby, Office, Office closet, Hallway, Room 268, 266, 247, 246, 245, 244, and 243

Contractor may subcontract portions of the Work to properly licensed and qualified subcontractors. Contractor is not responsible for identifying or repairing sources of water intrusion and is not responsible for disinfecting coronavirus or removing it from the Property.

3. **Contract Price:** Customer hereby agrees to pay Contractor the cost of the Work (the "Contract Price"):
   ☐ On a time and materials basis; or | ☒ At the price presently estimated at $ 62,228.01
   The Contract Price stated is an approximation made in good faith based on currently available information and an initial visual observation and is subject to change by written change order signed by the parties.

4. **Approximate Start Date:** 12/1/2025; **Approximate Completion Date:** 2/1/2026 Commencement of the Work shall be deemed to have occurred upon issuance of a Building Permit or when Contractor first delivers equipment, material, or laborers to the Property. The approximate completion date is stated in good faith but is subject to change due to circumstances beyond Contractor's control.

5. **Suspension of Work:** Contractor shall have the right to suspend the Work agreed upon in this Contract as follows:
   a) result of the Customer's failure to timely pay invoice amounts agreed upon to the Contractor.
   b) Dispute regarding payments for changes to the scope of Work due to circumstances beyond the Contractor's control.
   c) Failure of the Customers' ability to pay the Contractor for any remaining Work to be performed as stated in this Contract.

Any suspension of Work may suspend and, or modify progress, completion schedules, and completion date. Customer may be subject to remobilization fees in the case of suspended Work.

6. **Access to the Work**: The Customer shall provide all necessary access to the Property and all areas in which the Work is to be performed, throughout the duration of this Contract. Any delays resulting from lack of access to the Property shall be subject to adjustments to the Contract Price and Contract time.

7. **Warranty:** The Contractor warrants to the Customer that: (i) all materials and equipment furnished under this Contract will be of good quality and new unless otherwise specified; and (ii) that all Work will be performed in a good and professional manner, conform to the Contract documents, and be free from defects, except for the inherent in the quality of the work the Contract documents require or permit. Prompt written notice of all defects shall be given to the Contractor within one year of Substantial Completion. The Contractor shall promptly make the necessary corrections, including the repair of any Work damaged in such corrections. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH HEREIN, THE WORK TO BE PERFORMED UNDER THIS CONTRACT IS FURNISHED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE

U.S. Disaster Restoration, LLC
1135 Bluff Dr.
Osage Beach, MO 65065

Office: (573) 964-6767

Email: accounting@us-restore.com

Job No.: 25-910-2-COB-1000-RC

Claim No.:

Date: 10/28/2025

RESTORATION SERVICE CONTRACT

8. Statutory Notice to Owner; Right to Cure: SECTIONS 436.350 TO 436.365 OF MISSOURI REVISED STATUTES PROVIDES YOU WITH CERTAIN RIGHTS IF YOU HAVE A DISPUTE WITH A CONTRACTOR REGARDING CONSTRUCTION DEFECTS. EXCEPT FOR CLAIMS FILED IN SMALL CLAIMS COURT, IF YOU HAVE A DISPUTE WITH A CONTRACTOR, YOU MUST DELIVER TO THE CONTRACTOR A WRITTEN CLAIM OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR. READ THIS NOTICE CAREFULLY. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER SECTIONS 436.350 TO 436.365 WHICH MUST BE OBEYED IN ORDER TO PRESERVE YOUR ABILITY TO FILE A LAWSUIT. OTHER THAN REPAIRS TO WORK DONE BY THE CONTRACTOR THAT ARE NECESSARY TO PROTECT THE LIFE, HEALTH, OR SAFETY OF PERSONS LIVING IN A RESIDENCE, OR TO AVOID ADDITIONAL SIGNIFICANT AND MATERIAL DAMAGE TO THE RESIDENCE PURSUANT TO SECTION 431.306.10, YOU MAY NOT INCLUDE IN CLAIMS AGAINST YOUR CONTRACTOR THE COSTS OF OTHER REPAIRS YOU PERFORM BEFORE YOU ARE ENTITLED TO FILE A LAWSUIT UNDER SECTIONS 436.350 TO 436.365.

In the event Sections 436.350 to 436.365 are not applicable to a Project, then the following right to cure procedure shall apply: Customer shall provide Contractor a full and fair opportunity to cure any default in performance before altering, repairing, or addressing the condition, or commencing legal action. Contractor shall make reasonable efforts to cure such default within fourteen (14) days of receipt of written notice; however, if the default cannot be reasonably cured within such time then Contractor will commence to cure the default within seven (7) days and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than thirty (30) days after receipt of such written notice. Customer waives the right, if any, to the recovery of attorneys' fees in any legal action commenced in violation of this paragraph.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

I HAVE READ AND UNDERSTOOD THE PROVISIONS ABOVE, AS WELL AS THE ATTACHED "TERMS AND CONDITIONS." ALL QUESTIONS HAVE BEEN ANSWERED TO MY SATISFACTION. I WARRANT AND REPRESENT THAT I AM AUTHORIZED TO EXECUTE THIS BINDING CONTRACT, AS WELL AS ANY AND ALL OTHER DOCUMENTS ASSOCIATED WITH THE PROJECT, ON BEHALF OF THE ENTITY FOR WHICH I SIGN AND THAT MY SIGNATURE SHALL SUBJECT SAID ENTITY TO THE TERMS AND CONDITIONS OF THIS CONTRACT, INLCUDING BUT NOT LIMITED TO SUBJECTING THE PROPERTY ON WHICH WORK IS PERFORMED TO A MECHANIC'S LIEN.

"Customer(s)" (I have read this contract and understand it)	**(U.S. Disaster Restoration, LLC)**
Customer (Req.)	Supervisor Signature (Req.)

Signature

Select:

☐ Customer

☒ Commercial Customer Agent

Signature

Title

Mavor

U.S. Disaster Restoration, LLC
1135 Bluff Dr.
Osage Beach, MO 65065

Office: (573) 964-6767

Email: accounting@us-restore.com

Job No.: **25-910-2-COB-1000-RC**

Claim No.:

Date: **10/28/2025**

RESTORATION SERVICE AGREEMENT TERMS AND CONDITIONS

Customer(s): City of Osage Beach **Date of Loss:** 09/12/2025

Property Address: 1000 City Pkwy **City/State/Zip:** Osage beach, MO, 65065

Agent of Commercial Customer(s): Michael Harmison
Name of Commercial Property Agent Represents

1. Release for Third Party Professionals; Indemnity: If the Property has sustained significant water damage or has been occupied in the last 30 days by individuals with COVID-19 or any other infectious disease, Customer is advised to retain the services of independent environmental consultant to inspect, and if appropriate, prepare remedial protocols. Customer shall indemnify and hold Contractor harmless from all liabilities, costs and expenses, including reasonable attorney's fees, for injury or damage arising from or related to: (a) Customer's failure to hire environmental consultants or design professionals; and (b) the errors or omissions of any such third-party professional.

2. Personal Liability: Payment to Contractor is not contingent upon Contractor's invoice being fully or partially approved by Customer's insurance company. All charges shall be invoiced directly to Customer. Contractor will submit a copy of the invoice to Customer's insurance carrier(s) **as a courtesy only**. Customer has been informed of, and agrees to the following:

a) Customer is personally responsible for all deductible(s), depreciation, and charges not paid by insurance; and

b) Invoices not paid by insurance are due within fifteen (15) days of the invoice date.

Customer understands that Contractor is hired by Customer and NOT Customer's insurance company.

3. Down Payment and Schedule of Progress Payments: Customer shall pay contractor according to the following schedule:

Description of Phase	Amount Payable (in Dollars)
Initial Down Payment	$ 31,114.0
50% Completion	$
100% Completion	$ 31,114

4. Payment: Contractor will issue invoices to Customer which shall describe the Work being invoiced and the charge for the Work. Payment is due within fifteen (15) days of the invoice date of Contractor's invoice, unless the table of Progress Payments above is completed, in which case payment will be due as set forth in the table. Contractor has the right, in Contractor's sole discretion, to suspend Work until past due invoices are paid. In addition to the interest charges set forth in the section below, Customer agrees to pay Administration Fees of one and one-half percent (1.5%) per month on any unpaid balance after thirty (30) days of the invoice date, plus all actual collection costs, collection agency commissions, actual attorneys' fees, court costs and expert fees, even if no formal legal action is commenced. Customer will pay interest at the higher of eighteen percent (18%) per year, or the maximum amount allowed by law, on any unpaid balance after thirty (30) days of the date of invoice (interest is separate from, and in addition to the Administration Fees set forth above).

5. Partial Lien Releases: Upon satisfactory payment being made for any portion of the Work performed, Contractor shall, prior to any further payment being made, furnish to Customer a full and unconditional release from any lien claimant claim or mechanic's lien authorized by law for that portion of the Work for which payment has been made.

6. Extra Work and Change Orders: Extra work and Change Orders become part of the Contract once the order is prepared in writing and signed by the parties prior to commencement of Work covered by the new Change Order. A Change Order is not enforceable against the Customer unless it describes the scope of the extra work or change, the cost to be added or subtracted from the Contract, and the effect the order will have on the schedule of progress payments and completion date. However, by law, the Contractor's failure to comply with these requirements does not prevent the Contractor from the recovery of compensation for the reasonable value of Change Order work in the absence of a written Change Order. Customer agrees to execute Change Orders to increase the price to address conditions not reasonably anticipated by Contractor.

RESTORATION SERVICE AGREEMENT TERMS AND CONDITIONS

7. Limit of Liability and Indemnity: Customer waives, releases, and holds Contractor harmless from all claims for the spread or transmission of COVID-19 or its mutations. Contractor is not liable for claims arising from acts of Customer or Customer's agents. Contractor's liability arising from this Contract and the Work shall be limited to an amount equal to two times the amount actually paid by Customer to Contractor. Customer hereby acknowledges that all claims in excess of two time the amount actually paid by Customer are waived. Customer shall pay for the defense and indemnify Contractor for all third-party claims against Contractor that are not the result of the sole negligence of Contractor. Contractor will select counsel of its choice and control the litigation.

8. Workers Compensation Insurance: Contractor carries workers' compensation insurance for all of Contractor's employees.

9. Termination of the Agreement: The Customer reserves the right to terminate this Contract for their convenience upon proper notice in writing to the Contractor. Upon termination of this Contract by the Customer, the Contractor shall be entitled to receive payment for the Work executed up to the date of termination, costs incurred by reason of specified termination, along with all overhead and profit for the Work executed.

10. Force Majeure: In no event shall the Contractor be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Contractor shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

11. Dispute Resolution: Any claim or controversy relating to this Contract which cannot be resolved by mutual agreement, shall be resolved by the following:

a) Both parties shall submit no less than 18 hours of third-party neutral mediation services with costs to be borne equally.
b) If the claim is not resolved through mediation, both parties retain their right to file the matter in the circuit court of Cole County, Missouri. The successful party in such litigation shall be reimbursed all attorney fees, court costs, and collection expenses, if any, whether trail or appellate level, from the defaulting party.
c) This Contract and the Work performed hereunder shall be governed by the laws of the State of Missouri.

"Customer(s)" (We have read these terms and we understand it)	**(U.S. Disaster Restoration, LLC)**
Customer (Req.)	Supervisor Signature (Req.)

Signature

Select:

☐ Customer

☒ Commerical Customer Agent

Signature

Title

Mayor

CITY OF OSAGE BEACH
STANDARD TERMS RIDER

THIS RIDER adds the following standard terms to the attached contractual agreement, order form, estimate, or proposal (the "**Contract**") between the City of Osage Beach, Missouri ("**City**") and [Contractor Legal Name] ("**Contractor**"). In the event any of these terms conflict with the attached Contract, these terms shall control.

1. **E-Verify.** If the Contract is for an aggregate value in excess of $5,000.00, Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the persons employed on the Contract. Contractor shall sign an affidavit affirming it does not knowingly employ any person who is an unauthorized alien in connection to the Work. *See* R.S.Mo. § 285.530.

2. **Sunshine Law.** All material submitted to the City will become public record and will be subject to the Missouri Sunshine Law, R.S.Mo. Chapter 610. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from other materials. Contractor must include justification for the request. The City's obligation to comply with the Sunshine Law supersedes any request by Contractor that material be treated as proprietary or confidential.

3. **Appropriations.** The continuation of the Contract is contingent upon annual appropriation of funds by the Osage Beach Board of Aldermen. In the event the Board of Aldermen shall not budget and appropriate, specifically with respect to the Contract, on or before January 1, subsequent years of the contract moneys sufficient to make all payments under the Contract, the City shall not be obligated to make those payments.

4. **No Indemnification by City.** Nothing in the Contract shall be construed to require the City to indemnify Contractor. Such indemnification is illegal under Missouri law. *See* Mo. A.G. Opinion 138-87 (1987).

5. **Governing Law; Disputes.** The Contract shall be governed by the laws of the State of Missouri. Any action arising out of the Contract or its subject matter shall be litigated in the Circuit Court for Camden County, Missouri and the parties consent and agree to the exclusive personal and subject-matter jurisdiction of that Court. Nothing in the Contract shall require the City to consent to arbitration or other binding dispute resolution.

[Contractor Legal Name] hereby acknowledges and agrees to the terms above.

Jeromy Burns Project manager

Signature of Authorized Representative | **Name and Title**

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that US Disaster Restoration (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ A page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, , by the bidder/contractor and the Department of Homeland Security – Verification Division.
- ✓ A completed, notarized Affidavit of Work Authorization signed and dated on or after **September 1, 2009**.

Samuel Hubbs Authorized Business Entity Representative's Name (Please Print)	[signature] Authorized Business Entity Representative's Signature
2924291 E-Verify MOU Company ID Number	tosh@us-restore.com E-Mail Address
US Disaster Restoration Business Entity Name	12-03-2025 Date

Missouri State Agency or Public University* Name ______________________

Date of Submission ______________

Bid/Contract Number ______________ (If known)

* Public University includes the following five schools:
- Harris-Stowe State University - St. Louis
- Missouri Southern State University - Joplin
- Missouri Western State University - St. Joseph
- Northwest Missouri State University – Maryville
- Southeast Missouri State University - Cape Girardeau
- Division of Purchasing & Materials Management

BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The bidder/contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.
BOX C:	To be completed by a business entity who has already submitted documentation with a notarized date on or after **September 1, 2009**, to a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that ____________________ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if ____________________ (Company/Individual Name) is awarded a contract for the services requested herein under _______________ (Bid/SFS/Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, ____________________ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the _____________(insert agency name) with all documentation required in Box B of this exhibit.

____________________________	____________________________
Authorized Representative's Name (Please Print)	Authorized Representative's Signature
____________________________	____________________________
Company Name (if applicable)	Date

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that ____________________ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

____________________________	____________________________
Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
____________________________	____________________________
Business Entity Name	Date
____________________________	
E-Mail Address	

As a business entity, the bidder/contractor must perform/provide the following. The bidder/contractor should check each to verify completion/submission:

- ❒ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- ❒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/contractor's name and company ID, then no additional pages of the MOU must be submitted.; AND

- ❒ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

AFFIDAVIT OF WORK AUTHORIZATION:

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now ______________________ (Name of Business Entity Authorized Representative) as ____________________ (Position/Title) first being duly sworn on my oath, affirm ________________________ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that ______________________ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

______________________________ ______________________________

Authorized Representative's Signature Printed Name

______________________________ ______________________________

Title Date

____

E-Mail Address

Subscribed and sworn to before me this ____________ (DAY) of ________________ (MONTH, YEAR). I am commissioned as a notary public within the County of ______________ (NAME OF COUNTY), State of ____________________ (NAME OF STATE), and my commission expires on ______________ (DATE).

______________________________ ______________________________

Signature of Notary Date

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that Dugan Business LLC (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ A page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, , by the bidder/contractor and the Department of Homeland Security – Verification Division.
- ✓ A completed, notarized Affidavit of Work Authorization signed and dated on or after **September 1, 2009**.

Sean Paul Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
2103302 E-Verify MOU Company ID Number	office@dugans1871.com E-Mail Address
Dugan Business LLC Business Entity Name	12/2/25 Date

Missouri State Agency or Public University* Name ________________

Date of Submission ____________

Bid/Contract Number ____________ (If known)

* Public University includes the following five schools:

- ➢ Harris-Stowe State University - St. Louis
- ➢ Missouri Southern State University - Joplin
- ➢ Missouri Western State University - St. Joseph
- ➢ Northwest Missouri State University – Maryville
- ➢ Southeast Missouri State University - Cape Girardeau
- ➢ Division of Purchasing & Materials Management

City of Osage Beach
Agenda Item Summary

Date of Meeting: December 18, 2025
Originator: Tara Berreth, City Clerk
Presenter: Devin Lake, City Administrator

Agenda Item:
Resolution 2025-33 - A resolution of the City of Osage Beach, Missouri, stating facts and reasons for the necessity to amend and increase the City's Annual Budget for Fiscal Year 2025

Requested Action:
Resolution #2025-33

Ordinance Referenced for Action:
Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

City Attorney Comments:
Per City Code 110.230, Resolution 2025-33 is in correct form.

City Administrator Comments:
Attached is the final year end budget amendment in compliance with Section 135.020 Budget and Financial Control. This final year end budget amendment is needed to document any personnel or operations and maintenance line items that are anticipated to go over the original budget by $5,000 or more. It also accounts for one time revenues, capital items that are anticipated to go over the original budget by more than 10%, additional transfers between funds and total funds that are anticipated to go over budget as a whole. These amendments have been outlined in the FY2026 Operating Budget and I recommend approval to true up our financials for year end.

RESOULTION 2025-33

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2025.

WHEREAS, Section 67.010 of the Revised Statutes Of Missouri requires each political subdivision of the State of Missouri ("State") to prepare an annual budget and establishes the requirements for that budget; and

WHEREAS, the City of Osage Beach, Missouri ("City), is a city of the fourth classification created pursuant to Chapter 79, RSMo, and is a political subdivision of the State of Missouri; and

WHEREAS, the Board of Aldermen of the City adopted and approved the City's annual budget for Fiscal Year 2025 in accordance with the requirements Section 67.010, RSMo, by Ordinance No. 24.93 on December 19, 2024, and

WHEREAS, Sections 67.030 and 67.040 authorize and provide a procedure for the Board of Aldermen to amend the City's annual budget to increase expenditures in any fund; and

WHEREAS, expenses for City's operations for Fiscal Year 2025 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the Board of Aldermen of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2025 annual budget.

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

Section 1. Expenditures from the City's Funds must be increased above the amount authorized in the adopted annual budget for Fiscal Year 2025, An amendment to increase said budget is necessary for the following facts and reasons:

A. Per Exhibit A.

I hereby certify that the above Resolution 2025-33 was duly passed on , by the Board of Aldermen of the city of Osage Beach. The votes thereon were as follows.

Ayes: Nays: Abstain: Absent:

Date

Michael Harmison, Mayor

Approved to form:

Cole Bradbury, City Attorney

Attest

Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting:	December 18, 2025
Originator:	Tara Berreth, City Clerk
Presenter:	Devin Lake, City Administrator

Agenda Item:
Bill 25-108 — An ordinance of the City of Osage Beach, Missouri, amending Ordinance 24.93 regarding final Fiscal Year 2025 amendments. *First and Second Reading*

Requested Action:
First & Second Reading of Bill #25-108

Ordinance Referenced for Action:
Board of Aldermen approval required for certain budget amendments per Municipal Code Chapter 135; Section 135.020 Budget and Financial Control.

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

City Attorney Comments:
Per City Code 110.230, Bill 25-108 is in correct form.

City Administrator Comments:
Attached is the final year end budget amendment in compliance with Section 135.020 Budget and Financial Control. This final year end budget amendment is needed to document any personnel or operations and maintenance line items that are anticipated to go over the original budget by $5,000 or more. It also accounts for one time revenues, capital items that are anticipated to go over the original budget by more than 10%, additional transfers between funds and total funds that are anticipated to go over budget as a whole. These amendments have been outlined in the FY2026 Operating Budget and I recommend approval to true up our financials for year end.

BILL NO. 25-108 ORDINANCE NO. 25.108

AN ORDINANCE OF THE CITY OF OSAGE BEACH, AMENDING ORDINANCE 24.93 REGARDING FINAL FISCAL YEAR 2025 AMENDMENTS.

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

Section 1: The 2025 fiscal year budget beginning January 1, 2025 and ending December 31, 2025 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made part hereof as Exhibit A as if fully set out herein.

Section 2. That this Ordinance shall be in full force and effect upon date of passage and approval by the Mayor.

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 25.108 was duly passed on , by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays: Abstain: Absent:

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

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 25.108.

Michael Harmison, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

Exhibit A

Personnel and O&M Accounts per Section 135.020(B)(3)(b)(1)(b)				
G/L Account	Description	Original Budget	Amended Budget	Comments
10-07-711000	Salaries	$ 170,550	$ 175,694	Higher than projected
10-09-742000	Janitorial Service	$ 10,000	$ 19,878	Higher than projected
10-09-743100	Maintenance & Repair	$ 35,000	$ 96,688	City Hall Glycol Incident (associated Insurance Revenue)
10-12-726000	Workers Compensation	$ 98,000	$ 106,713	Higher than projected
10-12-733432	Educational Reimbursement	$ 15,000	$ 20,385	Higher than projected
10-14-721001	Health Insurance	$ 345,000	$ 390,177	Higher than projected
10-14-729200	Training & Conferences	$ 49,664	$ 56,777	K9 Handler School (a portion of this is associated with Reimbursement Revenue)
10-15-713000	Overtime	$ 45,200	$ 65,000	Higher than projected
10-19-713000	Overtime	$ 150	$ 6,300	IT Systems Administrator receiving Standyby & On-Call Pay
10-21-754250	Community Promotions & Events	$ 40,000	$ 45,700	Higher than projected
20-00-711000	Salaries	$ 401,500	$ 415,000	Higher than projected
20-00-713000	Overtime	$ 18,800	$ 27,600	Higher than projected
30-00-713000	Overtime	$ 55,100	$ 68,500	Higher than projected
35-00-726000	Workers Compensation	$ 22,000	$ 28,120	Higher than projected
35-00-743200	Vehicle Maintenance	$ 15,750	$ 20,750	Higher than projected
40-00-711000	Salaries	$ 368,100	$ 415,000	Higher than projected
45-00-726000	Workers Compensation	$ 8,700	$ 14,307	Higher than projected
45-00-743200	Vehicle Maintenance	$ 6,000	$ 12,000	Higher than projected

Capital Accounts per Section 135.020(B)(3)(b)(2)(b)				
10-09-774255	Machinery & Equipment	$ 1,300	$ 1,709	Refrigerator higher than expected, Microwave & Ambulance heaters unexpectedly needed replaced
10-09-774256	Building Improvements	$ 166,700	$ 186,952	$14,467.90 additional cost for Veteran's Memorial (associated with Reimbursement Revenue), $2,180.96 Irrigation Repair associated with Veteran's Memorial project
10-09-774260	Office Furniture	$ -	$ 204	Front window podium
10-14-774266	Police Equipment	$ 19,400	$ 21,809	Unexpected Radar expense
30-00-773221	New Water Connections	$ 10,000	$ 20,000	Higher than projected

Fund Expenditures per Section 135.020(B)(3)(b)(3)				
19	CIT Fund	$ 2,022,500	$ 2,144,679	Additional transfer for Veteran's Memorial and Hatchery Road Projects
40	Ambulance	$ 1,005,228	$ 1,020,386	Salary expenditures higher than expected

Revenues per Section 135.020(B)(3)(b)(4)				
10-00-440000	Grants -- Crime Prevention	$ 15,000	$ 68,638	$50k Blue Shield Grant
10-00-440155	Community & Parks Donations	$ 1,000	$ 89,804	$54,587 OBSRD for Hatchery Rd., $14,467 Elks Lodge for Veterans Memorial Flag Poles, $13,000 Staff Development Sponsorships, $7,750 Other Sponsorships & Donations
10-00-600005	Insurance -- Settlement	$ -	$ 106,701	$59,475 HVAC Damage, $30,279 PD Vehicle Collision on GG Bridge, $4,815 PD Vehicle Deer Collision, $12,132 PD 31 Head-On Collision
20-00-450400	Fees -- Copies, Maps & Misc.	$ 1,500	$ 1,012,455	$1,000,000 Jeffries Road TIF Contribution, $12,455 Alpha OB Road Reimbursement
20-00-600005	Insurance -- Settlement	$ -	$ 5,398	Light Pole Damage Claims
35-00-600005	Insurance -- Settlement	$ -	$ 25,135	Lift Station Claims

Inter-Fund Transfers				
10-00-620019	Transfer from CIT Fund	$ 315,000	$ 439,572	Increased transfer for Veterans Memorial and Park Playground
19-00-799910	Transfer to General Fund	$ 315,000	$ 439,572	Increased transfer for Veterans Memorial and Park Playground
47-00-620020	Transfer from Transportation Fund	$ 217,000	$ 222,400	Additional transfer to cover reduction in expected revenues
20-00-799947	Transfer to Grand Glaize Fund	$ 217,000	$ 222,400	Additional transfer to cover reduction in expected revenues

City of Osage Beach
Agenda Item Summary

Date of Meeting:	December 18, 2025
Originator:	Tara Berreth, City Clerk
Presenter:	Todd Davis, Police Chief

Agenda Item:
Resolution 2025-32 - A resolution of the City of Osage Beach, Missouri, opposing increases in truck size and weight limits.

Requested Action:
Resolution #2025-32

Ordinance Referenced for Action:
Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:
Resolution supporting the Coalition Against Bigger Trucks (CABT). They are proactively fighting against allowing heavier and longer trucks on the nation's roadways.

This is important for the safety of our citizens and visitors as well as our roadway and bridge infrastructure.

City Attorney Comments:
Per City Code 110.230, Resolution 2025-32 is in correct form.

City Administrator Comments:
I concur with the department's recommendation.

RESOLUTION NO. 2025-32

A RESOLUTION OF THE BOARD OF ALDERMEN OF OSAGE BEACH, MISSOURI, OPPOSING INCREASES IN TRUCK SIZE AND WEIGHT LIMITS.

WHEREAS, bigger trucks pose a significant safety risk to motorists due to their increased size, weight, and potential for causing more severe accidents;

WHEREAS, heavier and larger trucks place excessive stress on infrastructure, including roads and bridges, leading to accelerated wear, increased maintenance needs, and higher repair costs;

WHEREAS, the financial burden of repairing or replacing infrastructure damaged by oversized trucks ultimately falls on taxpayers;

WHEREAS, the Coalition Against Bigger Trucks (CABT) has compiled substantial research and advocates strongly against increasing truck size and weight limits;

WHEREAS, many law enforcement agencies express opposition to bigger trucks due to heightened safety risks and the increased danger posed to officers during roadside stops;

NOW, THEREFORE, BE IT RESOLVED, that the City of Osage Beach formally opposes any federal or state legislation that would increase the size or weight limits of trucks operating on public roads;

BE IT FURTHER RESOLVED that the City of Osage Beach encourages local officials and constituents to contact their congressional representatives and state legislators to voice opposition to such legislation;

BE IT FURTHER RESOLVED that the City of Osage Beach supports the efforts of the Coalition Against Bigger Trucks (CABT) to educate the public and policymakers about the safety, environmental, financial, and infrastructure - related risks associated with bigger trucks.

PASSED BY THE BOARD OF ALDERMEN AND SIGNED BY THE MAYOR ON THIS 18TH DAY OF DECEMBER 2025.

____
Michael Harmison, Mayor

ATTEST:

____
Tara Berreth, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Meeting: December 18, 2025
Originator: Karri Bell, City Treasurer
Presenter: Karri Bell, City Treasurer

Agenda Item:
Motion to approve bad debt/write off for Water and Sewer Funds in the amount of $2,388.11, Municipal Court in the amount of $7,096.50 and Ambulance Fund in the amount of $170,610.14.

Requested Action:
Motion to approve

Ordinance Referenced for Action:
Not Applicable

Deadline for Action:
Yes, by end of the year so that the City's Accounts Receivable balances will reflect accurate amounts.

Budgeted Item:
Not Applicable

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:
Although these accounts (see attached) will be removed from the City's Accounts Receivable reports, staff will continue to pursue payments through liens and collections. During the last 12 months (Nov. 2024 to Oct 2025), All-Cal, CAC and RHS collected $13,606.

HISTORY OF AMBULANCE REVENUE VS WRITE-OFFS

YEAR	CALLS FOR SERVICE	REVENUE	WRITE OFFS
2024	1417	$478,295	$162,098
2023	1256	$375,277	$136,423

2022	1300	$362,785	$203,487
2021	1260	$344,673	$185,361

The City Treasurer recommends approval of proposed bad debt/write-offs.

City Attorney Comments:
Not Applicable

City Administrator Comments:
I concur with the department's recommendation.

UTILITY BILLING
2025 WRITE-OFFS

LOCATION	ACCOUNT	WATER	SEWER	WRITE-OFF	EXPLANATION
RESIDENTIAL - INSIDE CITY	01-2430-00	$ 102.17	$ 101.09	$ 203.26	DISCONNECTED
RESIDENTIAL - INSIDE CITY	02-2240-02	$ 169.60	$ 234.49	$ 404.09	SOLD HOME
RESIDENTIAL - INSIDE CITY	02-3060-05	$ 123.89	$ 151.78	$ 275.67	DISCONNECTED
RESIDENTIAL - INSIDE CITY	04-1510-02	$ 0.01	$ 0.89	$ 0.90	SOLD HOME.
RESIDENTIAL - INSIDE CITY	03-1570-03	$ 47.49	$ 51.33	$ 98.82	SOLD HOME
RESIDENTIAL - INSIDE CITY	04-2340-06	$ 81.14	$ -	$ 81.14	DISCONNECTED
RESIDENTIAL - INSIDE CITY	04-3620-02	$ 361.12	$ 189.67	$ 550.79	DISCONNECTED
RESIDENTIAL - INSIDE CITY	04-5380-01	$ 60.40	$ 51.44	$ 111.84	SOLD HOME
RESIDENTIAL - INSIDE CITY	04-5390-01	$ 20.54	$ 51.44	$ 71.98	SOLD HOME
RESIDENTIAL - INSIDE CITY	04-7160-00	$ 16.32	$ 16.15	$ 32.47	SOLD HOME
RESIDENTIAL - INSIDE CITY	04-8370-01	$ 104.38	$ 103.29	$ 207.67	DISCONNECTED
RESIDENTIAL - INSIDE CITY	04-8520-00	$ 56.85	$ 62.66	$ 119.51	SOLD HOME
RESIDENTIAL - INSIDE CITY	05-0730-00	$ 98.40	$ -	$ 98.40	DISCONNECTED
RESIDENTIAL - INSIDE CITY	05-2480-01	$ 16.87	$ 31.31	$ 48.18	SOLD HOME
RESIDENTIAL - INSIDE CITY	07-1520-00	$ -	$ 58.94	$ 58.94	SOLD HOME
RESIDENTIAL - INSIDE CITY	04-3610-01	$ 13.01	$ -	$ 13.01	SOLD HOME
RESIDENTIAL - INSIDE CITY	01-1380-02	$ 0.24	$ 11.20	$ 11.44	SOLD HOME
		$ -	$ -	$ -	
		$ -	$ -	$ -	
		$ -	$ -	$ -	
		$ 1,272.43	$ 1,115.68	**$ 2,388.11**	

Bad Debt Payments **$** **764.04**

MUNICIPAL COURT

			ISSUE DATE	PAYMENT PLAN	AMOUNT DUE
MUNICIPAL COURT	INCODE	ACCOUNT	4/15/2010	7/8/2010	575.00
MUNICIPAL COURT	INCODE	ACCOUNT	7/21/2015	1/21/2016	254.50
MUNICIPAL COURT	INCODE	ACCOUNT	10/6/2002	2/20/2003	620.50
MUNICIPAL COURT	INCODE	ACCOUNT	4/3/2012	4/19/2012	250.00
MUNICIPAL COURT	INCODE	ACCOUNT	3/15/2004	11/5/2009	795.00
MUNICIPAL COURT	INCODE	ACCOUNT	7/11/2009	3/10/2010	550.00
MUNICIPAL COURT	INCODE	ACCOUNT	5/28/2004	11/18/2004	525.00
MUNICIPAL COURT	INCODE	ACCOUNT	5/6/2015	6/4/2015	150.00
MUNICIPAL COURT	INCODE	ACCOUNT	10/7/2017	2/1/2018	160.00
MUNICIPAL COURT	INCODE	ACCOUNT	11/29/2019	2/13/2020	78.00
MUNICIPAL COURT	INCODE	ACCOUNT	6/13/2019	2/25/2021	24.50
MUNICIPAL COURT	INCODE	ACCOUNT	6/11/2011	12/15/2011	324.50
MUNICIPAL COURT	INCODE	ACCOUNT	2/5/2017	3/2/2017	479.00
MUNICIPAL COURT	INCODE	ACCOUNT	1/25/2010	9/16/2016	458.50
MUNICIPAL COURT	INCODE	ACCOUNT	11/3/2016	7/20/2017	330.00
MUNICIPAL COURT	INCODE	ACCOUNT	4/4/2017	5/4/2017	95.00
MUNICIPAL COURT	INCODE	ACCOUNT	1/30/2016	3/3/2016	300.00
MUNICIPAL COURT	INCODE	ACCOUNT	3/19/2016	5/18/2017	500.00
MUNICIPAL COURT	INCODE	ACCOUNT	6/7/2016	5/4/2017	272.00
MUNICIPAL COURT	INCODE	ACCOUNT	9/11/2020	12/10/2020	95.00
MUNICIPAL COURT	INCODE	ACCOUNT	3/8/2016	6/9/2016	170.00
MUNICIPAL COURT	INCODE	ACCOUNT	8/29/2006	10/8/2022	90.00
				TOTAL:	**$ 7,096.50**

2025 AMBULANCE BAD DEBT/WRITE-OFF

75	OSAGE BEACH	MO	937.00	BILL PATIENT - MEDICARE/MBI DENIED
1217	ELDON	MO	632.65	BILL PATIENT - DEDUCTIBLE/CO PAY
1218	OSAGE BEACH	MO	23.07	BAD DEBT/WRITE-OFF
1224	OSAGE BEACH	MO	240.00	MEDICARE HMO/ADV DED/CO PAY
1233	OSAGE BEACH	MO	937.00	MEDICARE HMO/ADV DED/CO PAY
2278	OSAGE BEACH	MO	290.00	MEDICARE HMO/ADV DED/CO PAY
2286	OSAGE BEACH	MO	462.95	BILL PATIENT
3671	OSAGE BEACH	MO	93.97	BAD DEBT/WRITE-OFF
4017	LEBANON	MO	824.00	BILL PATIENT - DEDUCTIBLE/CO PAY
4034	OSAGE BEACH	MO	295.00	MEDICARE HMO/ADV DED/CO PAY
4036	CAMDENTON	MO	824.00	BILL PATIENT
4038	OSAGE BEACH	MO	1,155.50	BILL PATIENT - DEDUCTIBLE/CO PAY
4040	CAMDENTON	MO	329.60	BILL PATIENT - DEDUCTIBLE/CO PAY
5341	VERSAILLES	MO	611.86	MEDICARE HMO/ADV DED/CO PAY
5344	MACKS CREEK	MO	824.00	BILL PATIENT - DEDUCTIBLE/CO PAY
5346	OSAGE BEACH	MO	109.23	BAD DEBT/WRITE-OFF
5348	CEDAR RAPIDS	IA	900.00	BILL PATIENT
5351	OSAGE BEACH	MO	1,118.50	BILL PATIENT
5352	OSAGE BEACH	MO	295.00	MEDICARE HMO/ADV DED/CO PAY
7502	ROACH	MO	1,118.50	BILL PATIENT
7505	OSAGE BEACH	MO	109.51	BAD DEBT/WRITE-OFF
7522	BRUMLEY	MO	300.00	MEDICARE HMO/ADV DED/CO PAY
7527	SUNRISE BEACH	MO	577.97	BILL PATIENT - DEDUCTIBLE/CO PAY
7528	OSAGE BEACH	MO	275.00	MEDICARE HMO/ADV DED/CO PAY
8904	OSAGE BEACH	MO	824.00	BILL PATIENT/CLAIM DENIED
9032	SUNRISE BEACH	MO	1,066.50	BILL PATIENT
9034	OSAGE BEACH	MO	384.57	BILL PATIENT - DEDUCTIBLE/CO PAY
11135	OSAGE BEACH	MO	724.49	BILL PATIENT - INSURANCE PAID PATIENT
11141	OSAGE BEACH	MO	1,137.00	BILL PATIENT - DEDUCTIBLE/CO PAY
11145	OSAGE BEACH	MO	1,248.00	BILL PATIENT -AUTO NEED INFO
11147	OSAGE BEACH	MO	992.50	BILL PATIENT -AUTO NEED INFO
13897	LAKE OZARK	MO	1,018.74	BILL PATIENT - DEDUCTIBLE/CO PAY
13907	OSAGE BEACH	MO	265.00	MEDICARE HMO/ADV DED/CO PAY
15754	OSAGE BEACH	MO	460.78	BILL PATIENT - DEDUCTIBLE/CO PAY
15756	KAISER	MO	300.00	MEDICARE HMO/ADV DED/CO PAY
15758	OSAGE BEACH	MO	290.00	MEDICARE HMO/ADV DED/CO PAY
15759	OSAGE BEACH	MO	1,211.00	BILL PATIENT
15760	OSAGE BEACH	MO	415.24	BILL PATIENT - DEDUCTIBLE/CO PAY
15777	ELDON	MO	1,192.50	BILL PATIENT
17541	OSAGE BEACH	MO	557.63	BILL PATIENT - INSURANCE PAID PATIENT
17543	OSAGE BEACH	MO	290.00	MEDICARE HMO/ADV DED/CO PAY
17544	OSAGE BEACH	MO	315.00	MEDICARE HMO/ADV DED/CO PAY
17547	KENOSHA	WI	1,174.00	BILL PATIENT
17557	ALLENTOWN	PA	1,211.00	BILL PATIENT
19523	VERSAILLES	MO	129.49	MEDICARE HMO/ADV DED/CO PAY
19524	OSAGE BEACH	MO	955.50	BILL PATIENT - MEDICARE DENIED
19532	IBERIA	MO	1,211.00	BILL PATIENT - INSURANCE PAID PATIENT
19533	OSAGE BEACH	MO	290.00	MEDICARE HMO/ADV DED/CO PAY
20748	VERSAILLES	MO	290.00	MEDICARE HMO/ADV DED/CO PAY
20753	CALIFORNIA	MO	1,155.50	BILL PATIENT - DEDUCTIBLE/CO PAY
23054	OSAGE BEACH	MO	275.00	MEDICARE HMO/ADV DED/CO PAY
23057	OSAGE BEACH	MO	315.00	MEDICARE HMO/ADV DED/CO PAY
23059	CALIFORNIA	MO	937.00	BILL PATIENT - DEDUCTIBLE/CO PAY
23060	OSAGE BEACH	MO	275.00	MEDICARE HMO/ADV DED/CO PAY
23072	ELDON	MO	900.00	BILL PATIENT
23074	OSAGE BEACH	MO	378.23	BILL PATIENT - DEDUCTIBLE/CO PAY
25226	OSAGE BEACH	MO	250.00	MEDICARE HMO/ADV DED/CO PAY
25234	OSAGE BEACH	MO	290.00	MEDICARE HMO/ADV DED/CO PAY
25235	OSAGE BEACH	MO	258.99	MEDICARE HMO/ADV DED/CO PAY
25236	BRUMLEY	MO	1,192.50	BILL PATIENT
25239	OSAGE BEACH	MO	232.79	BILL PATIENT - DEDUCTIBLE/CO PAY
25240	SUNRISE BEACH	MO	1,048.00	BILL PATIENT
25244	OSAGE BEACH	MO	300.00	MEDICARE HMO/ADV DED/CO PAY
25253	LAKE OZARK	MO	1,118.50	BILL PATIENT - INSURANCE DENIED
25918	OSAGE BEACH	MO	300.00	MEDICARE HMO/ADV DED/CO PAY
25923	OSAGE BEACH	MO	116.44	BILL PATIENT - INSURANCE PAID PATIENT
25929	OSAGE BEACH	MO	1,137.00	BILL PATIENT
25964	OSAGE BEACH	MO	300.00	MEDICARE HMO/ADV DED/CO PAY
27937	OSAGE BEACH	MO	258.99	MEDICARE HMO/ADV DED/CO PAY
27954	WAYNESVILLE	MO	750.00	BILL PATIENT - HOME STATE DENIED
27957	OSAGE BEACH	MO	75.00	BAD DEBT/WRITE-OFF

27962	OSAGE BEACH	MO	309.29	BILL PATIENT - DEDUCTIBLE/CO PAY
29567	SAINT LOUIS	MO	315.00	MEDICARE HMO/ADV DED/CO PAY
29573	GLENWOOD	IA	955.50	BILL PATIENT - DEDUCTIBLE/CO PAY
29575	OSAGE BEACH	MO	937.00	BILL PATIENT
29580	IBERIA	MO	85.10	BAD DEBT/WRITE-OFF
32248	OSAGE BEACH	MO	290.00	MEDICARE HMO/ADV DED/CO PAY
33791	ROCKY MOUNT	MO	111.45	BAD DEBT/WRITE-OFF
33797	JEFFERSON CITY	MO	290.00	MEDICARE HMO/ADV DED/CO PAY
33801	ELDON	MO	1,011.00	BILL PATIENT - AUTO INSURANCE NEEDED
33802	ELDON	MO	1,211.00	BILL PATIENT - AUTO INSURANCE NEEDED
33803	GRAVOIS MILLS	MO	1,118.50	BILL PATIENT - DEDUCTIBLE/CO PAY
33808	CAMDENTON	MO	105.29	BAD DEBT/WRITE-OFF
33811	MACKS CREEK	MO	62.89	BAD DEBT/WRITE-OFF
33812	CAMDENTON	MO	290.00	MEDICARE HMO/ADV DED/CO PAY
33814	PITTSBURG	MO	208.49	MEDICARE HMO/ADV DED/CO PAY
33820	OSAGE BEACH	MO	117.82	MEDICARE HMO/ADV DED/CO PAY
33824	OSAGE BEACH	MO	87.59	MEDICARE HMO/ADV DED/CO PAY
33825	OSAGE BEACH	MO	56.51	MEDICARE HMO/ADV DED/CO PAY
33830	KAISER	MO	974.00	BILL PATIENT - AUTO INSURANCE NEEDED
33831	KAISER	MO	974.00	BILL PATIENT - AUTO INSURANCE NEEDED
33834	OSAGE BEACH	MO	314.43	MEDICARE HMO/ADV DED/CO PAY
34983	VERSAILLES	MO	1,174.00	BILL PATIENT
34997	LAKE OZARK	MO	750.00	BILL PATIENT - NO MEDICAID
35000	OSAGE BEACH	MO	1,137.00	BILL PATIENT - AUTO INSURANCE NEEDED
35625	LINCOLN	NE	1,318.50	BILL PATIENT/CLAIM DENIED
36120	OSAGE BEACH	MO	1,192.50	BILL PATIENT
36142	OSAGE BEACH	MO	106.66	ANTHEM FEDERAL BC IN/MO/NY
36967	OSAGE BEACH	MO	310.40	MEDICARE HMO/ADV DED/CO PAY
36982	KANSAS CITY	MO	1,192.50	BILL PATIENT - AUTO INSURANCE NEEDED
36983	OSAGE BEACH	MO	290.00	MEDICARE HMO/ADV DED/CO PAY
36986	OSAGE BEACH	MO	617.20	BILL PATIENT - DEDUCTIBLE/CO PAY
38056	ELDON	MO	82.55	
38058	OSAGE BEACH	MO	124.17	BAD DEBT/WRITE-OFF
38967	WAYNESVILLE	MO	151.65	BILL PATIENT - DEDUCTIBLE/CO PAY
38974	OSAGE BEACH	MO	258.99	MEDICARE HMO/ADV DED/CO PAY
38975	OSAGE BEACH	MO	494.66	BILL PATIENT - DEDUCTIBLE/CO PAY
39973	OSAGE BEACH	MO	315.00	MEDICARE HMO/ADV DED/CO PAY
40310	OSAGE BEACH	MO	315.00	MEDICARE HMO/ADV DED/CO PAY
42168	OSAGE BEACH	MO	315.00	MEDICARE HMO/ADV DED/CO PAY
42173	BARTLETT	IL	1,155.50	BILL PATIENT
42174	OSAGE BEACH	MO	150.00	TREATMENT - NO TRANSPORT
42410	GENOA CITY	WI	1,155.50	BILL PATIENT
42414	OSAGE BEACH	MO	113.70	BAD DEBT/WRITE-OFF
42416	SAINT CHARLES	MO	1,174.00	BILL PATIENT - AUTO INSURANCE NEEDED
42418	OSAGE BEACH	MO	1,174.00	BILL PATIENT
42421	OSAGE BEACH	MO	937.00	BILL PATIENT - MEDICARE DENIED
42429	ELDON	MO	1,174.00	BILL PATIENT - AUTO INSURANCE NEEDED
42882	OSAGE BEACH	MO	1,229.50	BILL PATIENT - MEDICAID DENIED
44443	OSAGE BEACH	MO	101.18	BAD DEBT/WRITE-OFF
44450	OSAGE BEACH	MO	1,029.50	BILL PATIENT
44452	MEXICO	MO	974.00	BILL PATIENT - NON COVERED MEDICARE
44454	CAMDENTON	MO	98.97	BAD DEBT/WRITE-OFF
44461	OSAGE BEACH	MO	1,192.50	BILL PATIENT - AUTO INSURANCE NEEDED
46045	OSAGE BEACH	MO	157.40	MEDICARE HMO/ADV DED/CO PAY
46955	LAKE OZARK	MO	1,174.00	BILL PATIENT - INSURANCE DENIED
46964	GRAVOIS MILLS	MO	955.50	BILL PATIENT - AUTO INSURANCE NEEDED
46970	O'FALLON	IL	1,192.50	BILL PATIENT
46972	KANSAS CITY	MO	1,155.50	BILL PATIENT
47747	OSAGE BEACH	MO	291.15	CITY ATTORNEY WORKING PROBATE
47750	OSAGE BEACH	MO	227.40	MEDICARE HMO/ADV DED/CO PAY
48906	OSAGE BEACH	MO	290.00	MEDICARE HMO/ADV DED/CO PAY
48914	OSAGE BEACH	MO	290.00	MEDICARE HMO/ADV DED/CO PAY
48916	OSAGE BEACH	MO	258.99	MEDICARE HMO/ADV DED/CO PAY
48919	OSAGE BEACH	MO	346.13	MEDICARE HMO/ADV DED/CO PAY
50259	OSAGE BEACH	MO	252.92	MEDICARE HMO/ADV DED/CO PAY
50272	OSAGE BEACH	MO	824.00	MEDICARE DENIED CLAIM
50274	CAMDENTON	MO	824.00	BILL PATIENT
50290	FORT SMITH	AR	937.00	BILL PATIENT
50631	SEDALIA	MO	1,174.00	BILL PATIENT
50633	OSAGE BEACH	MO	290.00	MEDICARE HMO/ADV DED/CO PAY
50639	OSAGE BEACH	MO	123.37	BAD DEBT/WRITE-OFF
50917	BALDWIN PARK	CA	918.50	BILL PATIENT
51819	MASCOUTAH	IL	955.50	BILL PATIENT
51828	DENVER	CO	1,192.50	BILL PATIENT

51834	OSAGE BEACH	MO	315.00	MEDICARE HMO/ADV DED/CO PAY
53497	OSAGE BEACH	MO	1,174.00	BILL PATITNE MEDICARE PART A ONLY
53502	CAMDENTON	MO	1,322.00	BILL PATIENT
53520	CAMDENTON	MO	992.50	BILL PATIENT NEED AUTO INFO
54537	OSAGE BEACH	MO	1,174.00	WORK COMP INFOR NEEDED
54543	COLUMBIA	MO	530.93	BILL PATIENT - DEDUCTIBLE/CO PAY
54546	LAKE OZARK	MO	275.00	MEDICARE HMO/ADV DED/CO PAY
54552	IRVINGTON	NJ	1,118.80	BILL PATIENT
54555	OSAGE BEACH	MO	556.03	BILL PATIENT - DEDUCTIBLE/CO PAY
55365	OSAGE BEACH	MO	103.13	BAD DEBT/WRITE-OFF
55550	OSAGE BEACH	MO	687.63	BILL PATIENT - DEDUCTIBLE/CO PAY
55556	OSAGE BEACH	MO	1,118.50	BILL PATIENT - AUTO INSURANCE NEEDED
55861	OSAGE BEACH	MO	62.98	BAD DEBT/WRITE-OFF
55864	OSAGE BEACH	MO	105.35	ANTHEM FEDERAL BC IN/MO/NY
55881	STOVER	MO	1,192.50	BILL PATIENT - WORK COMP INFO NEEDED
55883	FAYETTEVILLE	AR	1,155.50	BILL PATIENT
57133	ROACH	MO	490.26	BILL PATIENT - DEDUCTIBLE/CO PAY
57475	OSAGE BEACH	MO	96.85	
57478	OSAGE BEACH	MO	937.00	BILL PATIENT - NO SIGNATURE PROVIDED
57479	VERSAILLES	MO	595.02	BILL PATIENT CO PAY/DEDUCTIBLE
57491	OSAGE BEACH	MO	290.00	MEDICARE HMO/ADV DED/CO PAY
59357	SPRINGFIELD	MO	1,155.50	BILL PATIENT
59360	MONTREAL	MO	290.00	MEDICARE HMO/ADV DED/CO PAY
59361	ROACH	MO	824.00	BILL PATIENT
59362	OSAGE BEACH	MO	1,114.80	BILL PATIENT
59364	SUNRISE BEACH	MO	824.00	BILL PATIENT
59366	CAMDENTON	MO	824.00	BILL PATINET MEDICARE DENIED NOT MEDICALLY NECESSARY
59938	KAISER	MO	501.00	BILL PATIENT - DEDUCTIBLE/CO PAY
60809	KAISER	MO	1,192.50	BILL PATIENT - DEDUCTIBLE/CO PAY
62539	BRUMLEY	MO	516.96	BILL PATIENT CO PAY/DEDUCTIBLE
62547	OSAGE BEACH	MO	892.61	BILL PATIENT
62553	FESTUS	MO	676.34	BILL PATIENT DEDUCTIBLE/CO PAY
62555	BUNKER	MO	1,229.50	BILL PATIENT
62558	ST LOUIS	MO	1,211.00	BILL PATIENT
63067	OVERLAND	MO	280.00	MEDICARE HMO/ADV DED/CO PAY
63073	OSAGE BEACH	MO	315.00	MEDICARE HMO/ADV DED/CO PAY
64227	MT VERNON	MO	918.50	BILL PATIENT
64242	CROCKER	MO	110.72	MEDICARE HMO/ADV DED/CO PAY
64807	OSAGE BEACH	MO	442.43	MEDICARE HMO/ADV DED/CO PAY
64808	OSAGE BEACH	MO	1,174.00	BILL PATINET - MEDICARE SIGN REQUESTED
65861	OSAGE BEACH	MO	10.84	BAD DEBT/WRITE-OFF
67751	OSAGE BEACH	MO	824.00	BILL PATIENT - DEDUCTIBLE/CO PAY
68731	CAMDENTON	MO	1,174.00	BILL PATIENT
68738	OSAGE BEACH	MO	1,029.50	BILL PATIENT INSURANCE DENIED AUTO ACCIDENT
68741	OSAGE BEACH	MO	918.50	BILL PATIENT
68746	OSAGE BEACH	MO	300.00	MEDICARE HMO/ADV DED/CO PAY
68753	OSAGE BEACH	MO	1,011.00	BILL PATIENT - AUTO INSURANCE NEEDED
68754	OSAGE BEACH	MO	275.00	MEDICARE HMO/ADV DED/CO PAY
68755	OSAGE BEACH	MO	252.92	MEDICARE HMO/ADV DED/CO PAY
68756	OSAGE BEACH	MO	290.00	MEDICARE HMO/ADV DED/CO PAY
68758	CAMDENTON	MO	1,174.00	BILL PATIENT
68760	OSAGE BEACH	MO	937.00	INSURANCE DENIED DUE TO DEDUCTIBLE
68761	OSAGE BEACH	MO	900.00	BILL CHELSE WORDEN MOTHER
68765	OSAGE BEACH	MO	300.00	MEDICARE HMO/ADV DED/CO PAY
68768	OSAGE BEACH	MO	750.00	BILL PATIENT MEDICAID DENIED
68773	FORT LEONARD WOOD	MO	824.00	BILL PATIENT - INSURANCE PAID PATIENT DIRECT
68774	LEBANON	MO	824.00	BILL PATIENT - BC BS OF ANTHEM LOCAL
68777	OSAGE BEACH	MO	992.50	BILL PATIENT - DEDUCTIBLE/CO PAY
68780	CAMDENTON	MO	1,192.50	BILL PATIENT DEDUCTIBLE/CO PAY
68785	OSAGE BEACH	MO	824.00	BILL PATIENT - MEDICAID DENIED
68785	OSAGE BEACH	MO	824.00	BILL PATIENT - MEDICAID DENIED
68787	OSAGE BEACH	MO	290.00	MEDICARE HMO/ADV DED/CO PAY
70039	NEVADA	MO	974.00	BILL PATIENT
71696	TIPTON	MO	1,137.00	BILL PATIENT - DEDUCTIBLE/CO PAY
74009	ELDON	MO	98.55	BAD DEBT/WRITE-OFF
74011	LINN CREEK	MO	1,118.50	BILL PATIENT - INSURANCE DENIED
74051	OSAGE BEACH	MO	1,229.50	MEDICARE HMO/ADV DED/CO PAY
74056	OSAGE BEACH	MO	992.50	BILL PATIENT
74616	BRUMLEY	MO	1,029.50	BILL PATIENT NEED AUTO INFO
74621	OSAGE BEACH	MO	1,118.50	BILL PATIENT - PAITIENT PAID DIRECTLY BY INSURANCE CO.
74624	OSAGE BEACH	MO	290.00	MEDICARE HMO/ADV DED/CO PAY
74625	LAKE OZARK	MO	974.00	BILL PATIENT
74626	ALLENTOWN	PA	974.00	BILL PATIENT
75291	OSAGE BEACH	MO	1,229.50	BILL PATIENT

75293	OSAGE BEACH	MO	300.00	MEDICARE HMO/ADV DED/CO PAY
75295	OSAGE BEACH	MO	1,174.00	BILL PATIENT
75300	OSAGE BEACH	MO	1,192.50	BILL PATIENT NEED AUTO INFO
77050	OSAGE BEACH	MO	824.00	BILL PATIENT - MEDICARE
79319	OSAGE BEACH	MO	593.87	BILL PATIENT - DEDUCTIBLE/CO PAY
79320	OSAGE BEACH	MO	476.53	BILL PATIENT - DEDUCTIBLE/CO PAY
79322	OSAGE BEACH	MO	1,137.00	BILL PATIENT - AUTO INSUR NEEDED
79330	OSAGE BEACH	MO	106.93	BAD DEBT/WRITE-OFF
79336	LAKE OZARK	MO	225.00	MEDICARE HMO/ADV DED/CO PAY
79339	CAMDENTON	MO	776.00	BILL PATIENT - TRICARE PD PATIENT $308.02
79342	OSAGE BEACH	MO	1,137.00	BILL PATIENT - MEDICARE
80063	ELDON	MO	559.00	BILL PATIENT - TRICARE PD PATIENT $353.08
81527	OSAGE BEACH	MO	290.00	MEDICARE HMO/ADV DED/CO PAY
81536	WARSAW	MO	974.00	BILL PATIENT - MEDICARE
81543	OSAGE BEACH	MO	1,137.00	BILL PATIENT - MEDICARE
83639	OSAGE BEACH	MO	223.15	BILL PATIENT - DEDUCTIBLE/CO PAY
83640	LINN CREEK	MO	1,285.00	BILL PATIENT - AUTO INSUR NEEDED
83642	OSAGE BEACH	MO	81.47	BAD DEBT/WRITE-OFF
83648	LAKE OZARK	MO	1,174.00	BILL PATIENT
85272	OSAGE BEACH	MO	992.50	BILL PATIENT - UHC AMERICHOICE DPA
85275	LEBANON	MO	937.00	BILL PATIENT
85277	BRUMLEY	MO	1,211.00	BILL PATIENT - MEDICAID DENIED
89085	ELDON	MO	1,211.00	BILL PATIENT - AUTO INSUR NEEDED
89086	OSAGE BEACH	MO	1,174.00	BILL PATIENT - MEDICARE/MBI DENIED
89090	OSAGE BEACH	MO	824.00	BILL PATIENT - MEDICARE/MBI DENIED
89093	OSAGE BEACH	MO	824.00	BILL PATIENT - MEDICARE/MBI DENIED
89096	WARSAW	MO	1,137.00	BILL PATIENT - VETERANS HEALTH DENIED
89099	ST LOUIS	MO	1,211.00	BILL PATIENT
89109	OSAGE BEACH	MO	974.00	MEDICARE HMO/ADV DED/CO PAY
89112	OSAGE BEACH	MO	824.00	BILL PATIENT - DEDUCTIBLE/CO PAY
89113	LAKE OZARK	MO	1,192.50	BILL PATIENT - AUTO INSUR NEEDED
			170,610.14	