



**CITY OF OSAGE BEACH
BOARD OF ALDERMEN MEETING**

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

TENTATIVE AGENDA

REGULAR MEETING
September 15, 2016 – 6:30 P.M.
CITY HALL

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

CALL TO ORDER

**Pledge of Allegiance
Roll Call**

MAYOR'S COMMUNICATIONS

CITIZENS' COMMUNICATIONS

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

APPROVAL OF CONSENT AGENDA

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

- Minutes of 09/01/16
- Bills List

(Page 01)
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UNFINISHED BUSINESS

None

NEW BUSINESS

- A. Bill No. 16-73. Authorize Mayor to Execute a Multi-Service Agreement with AT&T to Provide Internet Connections. First and Second Readings (Page 25)
- B. Bill No. 16-74. Amending Section 110.110, Providing for the Regular Board of Aldermen Meetings to Begin at the Hour of 6:00 p.m. on the First and Third Thursday of each month. First Reading (Page 36)
- C. Resolution 2016-05. Authorizing Disposal of Records According to the Missouri Municipal Records Retention Schedule. (Page 39)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

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

Diann Warner, City Clerk,
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 ex 230

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

DRAFT

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

September 1, 2016

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, September 1, 2016 at 6:30 p.m. at City Hall. The following were present: Mayor John Olivarri, Alderman Jeff Bethurem, Alderman Phyllis Marose, Alderman Ron Schmitt, Alderman Lee Schuman, Alderman Kevin Rucker and Alderman Tom Walker. Diann Warner, City Clerk was present and performed the duties of that office.

Mayor's Communications.

Mayor Olivarri reported that City Administrator Jeana Woods, City Planner Cary Patterson and he met with HDR, the consultant for the Osage Beach Parkway West Study before the one-on-one initial interviews and data gathering activities begin. Mayor Olivarri said the public will be notified as soon as time lines and schedules are available so they can save dates, plan their participation and help develop their plan for the City's future. Mayor Olivarri said he is anxious and excited for the process to move forward.

Citizens Communications.

No one was present who wished to address the Board at this time.

Consent Agenda.

Alderman Bethurem moved to approve the consent agenda which includes minutes of the regular meeting held on August 18, 2016, and the bills list as submitted. Alderman Walker seconded the motion which was voted on and unanimously passed.

Unfinished Business.

None

New Business.

Bill No. 16-71. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION I, SPEED LIMITS, BY ESTABLISHING SPEED LIMITS ON THREE SEASONS ROAD AS INDICATED HEREIN

Public Works Director Nick Edelman explained that a speed study was conducted on Three Seasons Road and the traffic counters were set approximately ½ mile from State Route KK on Three Seasons Road. The average speed from Shorty Pants Lounge/Red Head Yacht Club towards State Route KK is 30 miles per hour. The average speed the opposition direction is 51 miles per hour. Mr. Edelman said studies show a safe speed limit is 35 miles per hour on Three Seasons Road between State Road KK and Mockingbird Lake and 30 miles per hour on Three Seasons Road between Mockingbird and the City limits.

Alderman Marose said there is such a small difference in the speed limit and she would rather the speed limit be 30 miles per hour in both directions. Public Works Director Edelman said the study shows the road is able to handle a speed limit of 35 miles per hour.

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Mayor Olivarri presented the first reading of Bill No. 16-71 by title only. It was noted that Bill No. 16-71 has been available for public review. Alderman Bethurem moved to approve the first reading of Bill No. 16-71 as presented. Alderman Rucker seconded the motion which was voted on and passed with Alderman Marose expressing a negative vote.

Mayor Olivarri presented the second and final reading of Bill No. 16-71 by title only. It was noted that Bill No. 16-71 has been available for public review.

Alderman Bethurem moved to approve the second and final reading of Bill No. 16-71 as presented. Alderman Schuman seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 16-71 and to pass same into Ordinance: "Ayes": Alderman Bethurem, Alderman Schuman, Alderman Walker, Alderman Schmitt, Alderman Rucker. "Nays": Alderman Marose. Bill No. 16-71 was passed and approved as Ordinance No. 16.71.

Authorize Purchase of VMWARE Software Upgrade from AOS, LLC.

Information Systems Manager Jim Davis asked the Board to authorize the purchase of the VMWare software upgrade at a cost of \$36,763.02 from AOS, LLC, a cooperative purchase for the WSCA contract #MHEC-021213. This item was not budgeted in 2016 and a budget amendment will follow with funding from adjustments made in the computer equipment line.

Mr. Davis said the upgrade is a necessary step in streamlining the maintenance and operations of the virtual system and doing the upgrade now versus 2017 gives the opportunity to take advantage of licensing credits currently available. IS Manager Davis recommended approval of the purchase.

Alderman Bethurem moved to authorize the purchase of VMWare Software upgrade at a cost of \$36,763.02 from AOS, LLC as recommended. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Bill 16-72. AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 15.97 ADOPTING THE 2016 ANNUAL BUDGET, TRANSFER OF FUNDS FOR NECESSARY EXPENSES

	<u>Current Budget</u>	<u>Amended Budget</u>
10-19-774250 Computer Equipment	\$ 125,000	\$ 88,237
10-19-774251 Computer Software	\$ 26,750	\$ 63,513

IT Operations Manager, James Davis explained this is an amendment needed upon the approval of the VMWare software upgrade. This is not a budgeted item in the FY2016 Budget and funding for this purchase will come from adjustments made in the computer equipment line.

Mayor Olivarri presented the first reading of Bill No. 16-72 by title only. It was noted that Bill No. 16-72 has been available for public review. Alderman Rucker moved to approve the first reading of Bill No. 16-72 as presented. Alderman Marose seconded the motion which was voted on and unanimously passed.

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Mayor Olivarri presented the second and final reading of Bill No. 16-72 by title only. It was noted that Bill No. 16-72 has been available for public review.

Alderman Schmitt moved to approve the second and final reading of Bill No. 16-72 as presented. Alderman Schuman seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 16-72 and to pass same into Ordinance: "Ayes": Alderman Bethurem, Alderman Schuman, Alderman Walker, Alderman Schmitt, Alderman Rucker, Alderman Marose. "Nays": None. Bill No. 16-72 was passed and approved as Ordinance No. 16.72.

Authorize Application for Transportation Alternatives Program Grants Funds.

The Transportation Alternatives Program is the Federal Program that has provided the City with grant funding for sidewalks. It is an 80/20 program, 20% being the City's match requirement.

Public Works Director Nick Edelman explained the Osage Beach Parkway Sidewalk Project Phase 4 between Case Road and Arby's is a previous project that was funded with this program. He requested authorization to apply for grants for two projects.

The first project is Osage Beach Parkway Sidewalks Phase 5, includes sidewalks between Case Road and Jeffries Road and will complete sidewalks on one side of Osage Beach Parkway between Route KK and Jeffries Road. Public Works Director Nick Edelman said the goal is to complete sidewalks on one side of Osage Beach Parkway before shifting to the other side of the road. He estimated Phase 5 to cost approximately \$500,000. The maximum amount of federal funds is \$400,000. This project will use the \$400,000 (80%) and the City's portion will be \$100,000 (20%). This program is 80% funded by the federal government and 20% is the City's portion.

The second project, Osage Beach Parkway Sidewalks Phase 6, has been requested by the Osage Beach Special Road District. They have agreed to pay City's portion of 20% and the project includes construction of sidewalks between Highway 42 and Dumar Plaza, which is close to the bridge near Mace Road. This project will start on the Walgreens side of Osage Beach Parkway to the intersection of Barry Prewitt and Osage Beach Parkway. The project will connect the sidewalk project that was installed this year to the Stonecrest Mall side onto Dumar Plaza. The City will not have to pay for these improvements but part of the project is on MoDOT's right of way and a maintenance agreement with MoDOT will be required if the City is awarded this project.

Public Works Director Edelman said both projects are included in the City's Transportation Master Plan to install sidewalks along Osage Beach Parkway.

Mr. Edelman explained that if the City receives the grants, the design will be completed in 2017 with construction occurring in 2018.

Alderman Bethurem moved to apply for Transportation Alternatives Program Grant Funds for Osage Beach Parkway Sidewalk Projects Phase 5 and Phase 6. Alderman Marose seconded the motion which was voted on and unanimously passed.

Communications from Members of the Board of Aldermen.

Alderman Marose. Alderman Marose complimented staff for decorating the City Hall grounds with American flags for Labor Day. Mayor Olivarri commented that the flags will remain until after September 11th, Patriot's Day.

Alderman Rucker. Kevin Rucker expressed his gratitude for thoughts and prayers during his recent health issue.

Staff Communications.

Police Chief. Todd Davis reported that an Emergency Services Dedication will be held September 11, at 1:00 p.m. at the Osage Beach Fire Protection District located on Bluff Drive. The dedication includes an Eagle Scout Ceremony.

Assistant City Administrator. Mike Welty reported that next Saturday, September 10, the 16th Annual Fall Festival will be held at the Osage Beach City Park. This year's activities include a hayride.

Mr. Welty reported that the footing for the new electronic sign at the entrance to the Osage Beach City Park was poured today and the sign should be operational by next Saturday. He reported that the Building Department was responsible for the flag displays which are also at the airports, the parks and public works facilities. Mr. Welty said the flags are in observance of Labor Day; however, they will stay up until Patriots Day on September 11. All lights have been changed to red, white and blue.

Executive Session. Alderman Bethurem moved to close the meeting pursuant to RSMo. Section 60.021(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, and RSMo. Section 610.021(3), Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

Alderman Marose seconded the motion. The following roll call was taken to close the meeting: "Ayes": Alderman Schuman, Alderman Walker, Alderman Schmitt, Alderman Rucker, Alderman Marose, Alderman Bethurem. "Nays": None. The meeting was therefore closed.

CLOSED SESSION

Alderman Bethurem moved to open the meeting. Alderman Marose seconded the motion. The following roll call vote was taken to open the meeting: "Ayes": Alderman Walker, Alderman Schmitt, Alderman Rucker, Alderman Marose, Alderman Bethurem, Alderman Schuman. "Nays": None. The meeting was therefore opened.

No announcements were made following the closed session.

There being no further business to come before the Board, the meeting adjourned at 7:10 p.m.

Minutes
Board of Aldermen

09/01/16
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I, Diann Warner, 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, held on September 1, 2016.

Diann Warner, City Clerk

John Olivarri, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
September 15, 2016**

Bills Paid Prior to Board Meeting	251,960.40
Payroll Paid Prior to Board Meeting	121,596.59
SRF Transfer Prior to Board Meeting	0.00
TIF Transfer Dierbergs	0.00
TIF Transfer Prewitt's Pt	0.00
Bills Pending Board Approval	60,194.17
Total Expenses	<u>433,751.16</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PR DEDUCTIONS	1,051.92
			ADJUST PR DEDUCTIONS	58.90
			ADJUST PR DEDUCTIONS	10.78
			Dental Insurance Premiums	519.47
			Dental Insurance Premiums	494.13
			Health Insurance Contribut	735.63
			Health Insurance Contribut	771.13
			Health Insurance Contribut	401.40
			Health Insurance Contribut	401.40
			Vision Insurance Contribut	123.74
			Vision Insurance Contribut	112.98
			Vision Insurance Contribut	31.96
			Vision Insurance Contribut	31.96
			Vision Insurance Contribut	56.55
			Vision Insurance Contribut	56.55
		FAMILY SUPPORT PAYMENT CENTER	Case #81106219	150.00
			Case #31550944	138.46
			Case #81613637	508.15
		MO DEPT OF REVENUE	State Withholding	3,688.08
		INTERNAL REVENUE SERVICE	Fed WH	11,718.71
			FICA	6,775.35
			Medicare	1,584.54
		LEGALSHIELD	Pre-Paid Legal Premiums	24.90
			Pre-Paid Legal Premiums	24.90
		ICMA	Loan Repayment	186.42
			Loan Repayment	170.36
			Retirement 457 &	218.46
			Retirement 457	925.00
			Loan Repayments	800.03
			Loan Repayments	602.29
			Loan Repayments	481.74
			Loan Repayments	427.41
			Loan Repayments	162.85
			Loan Repayments	109.74
			Loan Repayments	155.86
			Loan Repayments	526.14
			Loan Repayments	326.32
			Retirement Roth IRA %	155.88
			Retirement Roth IRA	340.00
		COLONIAL LIFE & ACCIDENT	ADJUST PR DEDUCTIONS	0.01-
			Colonial Supplemental Insu	30.86
			Colonial Supplemental Insu	30.86
		AFLAC	Aflac Insurance Premiums	45.21
			Aflac Insurance Premiums	45.21
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	1,435.69
			American Fidelity	1,435.69
			Amerian Fidelity	819.38
			Amerian Fidelity	819.38
			ADJUST PAYROLL DEDUCTIONS	133.16
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	ADJUST PAYROLL DEDUCTIONS	484.44
			ADJUST PAYROLL DEDUCTIONS	15.99
			Group Life Ins and Buy Up	122.28
			Group Life Ins and Buy Up	122.28
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	ADJUST PAYROLL DEDUCTIONS	0.77
			Flexible Spending Accts -	10.00
			Flexible Spending Accts -	10.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TEXAS LIFE INSURANCE CO	ADJUST PR DEDUCTIONS	78.93
			Texas Life After Tax	122.28
			Texas Life After Tax	122.28
		CIRCUIT CLERK OF DALLAS COUNTY	Case No. 12DA-CC00055	112.00
		LAKE OZARK MUNICIPAL COURT	CASH APPEARANCE BOND	100.00
		HEIGHTS FINANCE CORPORATION	15CM-AC00617	189.48
		HSA BANK	HSA Contribution	183.33
			HSA Family/Dep. Contributi	1,512.83
		ONE TIME VENDOR	Bond Refund:369 -01	25.50
		FORISTELL MUNICIPAL CO	CASH APPEARANCE BOND	40.00
			TOTAL:	43,107.91
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	89.31
			Dental Insurance Premiums	89.31
			Health Insurance Contribut	1,017.66
			Health Insurance Contribut	1,017.66
			Health Insurance Contribut	434.38
			Health Insurance Contribut	434.38
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	10.78
		WELTY, MIKE	MPR MEALS, MILEAGE, PARKIN	280.80
		INTERNAL REVENUE SERVICE	FICA	458.10
			Medicare	107.14
		ICMA	Retirement 401	456.66
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	15.86
			Group Life Ins and Buy Up	15.86
			Short Term Disability Ins	27.06
			Short Term Disability Ins	27.06
		HSA BANK	HSA Family/Dep. Contributi	225.00
			TOTAL:	4,717.80
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	59.54
			Dental Insurance Premiums	59.54
			Health Insurance Contribut	868.76
			Health Insurance Contribut	868.76
			Vision Insurance Contribut	7.54
			Vision Insurance Contribut	7.54
		INTERNAL REVENUE SERVICE	FICA	349.99
			Medicare	81.85
		ICMA	Retirement 401	319.32
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	16.08
			Group Life Ins and Buy Up	16.08
			Short Term Disability Ins	18.04
			Short Term Disability Ins	18.04
		HSA BANK	HSA Family/Dep. Contributi	150.00
			TOTAL:	2,841.08
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.77
			Dental Insurance Premiums	29.77
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	193.56
			Health Insurance Contribut	193.56
			Health Insurance Contribut	508.83
			Health Insurance Contribut	508.83
			Vision Insurance Contribut	5.39

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	3.78
		INTERNAL REVENUE SERVICE	FICA	490.33
			Medicare	114.67
		ICMA	Retirement 401	479.29
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	30.96
			Group Life Ins and Buy Up	30.96
			Short Term Disability Ins	36.08
			Short Term Disability Ins	36.08
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	75.00
			TOTAL:	2,847.69
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.77
			Dental Insurance Premiums	29.77
			Health Insurance Contribut	508.83
			Health Insurance Contribut	508.83
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
		WASHBURN, WILLIAM F	AUG MUNICIPAL JUDGE SERV	1,763.17
		INTERNAL REVENUE SERVICE	FICA	75.43
			Medicare	17.64
		ICMA	Retirement 401	77.68
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	6.28
			Group Life Ins and Buy Up	6.28
			Short Term Disability Ins	9.02
			Short Term Disability Ins	9.02
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	3,127.50
City Attorney	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.77
			Dental Insurance Premiums	29.77
			Health Insurance Contribut	508.83
			Health Insurance Contribut	508.83
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
		INTERNAL REVENUE SERVICE	FICA	315.45
			Medicare	73.77
		ICMA	Retirement 401	308.46
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	14.97
			Group Life Ins and Buy Up	14.97
			Short Term Disability Ins	9.02
			Short Term Disability Ins	9.02
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,908.64
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	89.31
			Dental Insurance Premiums	89.31
			Health Insurance Contribut	1,017.66
			Health Insurance Contribut	1,017.66
			Health Insurance Contribut	434.38
			Health Insurance Contribut	434.38
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	3.77

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	3.77
		INTERNAL REVENUE SERVICE	FICA	314.42
			Medicare	73.54
		ICMA	Retirement 401	314.29
		AT&T MOBILITY-CELLS	BLDG DEPT CELL PHONE	41.62
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	21.15
			Group Life Ins and Buy Up	21.15
			Short Term Disability Ins	27.06
			Short Term Disability Ins	27.06
		HSA BANK	HSA Family/Dep. Contributi	150.00
			TOTAL:	4,102.09
Building Maintenance	General Fund	AMEREN MISSOURI	CITY HALL SERV 7/14-8/14/1	6,697.48
		REPUBLIC SERVICES INC #435	AUG TRASH SERVICE CITY HAL	138.25
		INTERNAL REVENUE SERVICE	FICA	53.94
			Medicare	12.62
		TRACEY OLIVER DBA KEEPING CONDOS CLEAN	CITY HALL JANITORIAL SERV	1,421.85
			TOTAL:	8,324.14
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.77
			Dental Insurance Premiums	29.77
			Dental Insurance Premium	34.16
			Dental Insurance Premium	34.16
			Health Insurance Contribut	387.12
			Health Insurance Contribut	387.12
			Health Insurance Contribut	508.83
			Health Insurance Contribut	508.83
			Vision Insurance Contribut	5.67
			Vision Insurance Contribut	5.67
		FECHTEL BEVERAGE & SALES INC	BARREL RETURN	30.00-
			BEER	21.50
			BEER	99.00
		REPUBLIC SERVICES INC #435	SEP TRASH & RECYCLING	67.40
		INTERNAL REVENUE SERVICE	FICA	248.76
			Medicare	58.18
		ICMA	Retirement 401	235.87
		AT&T MOBILITY-CELLS	PARK CELL PHONE	67.88
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	12.40
			Group Life Ins and Buy Up	12.40
			Short Term Disability Ins	27.06
			Short Term Disability Ins	27.06
		AMEREN MISSOURI	FISH HATCHERY RD MAINT BLD	31.72
			CITY PARK #2 DISPLAY C	10.24
			FISH HATCHERY RD SOCCER FL	61.39
			FISH HATCHERY RD BALL FIEL	671.30
			CITY PARK #2 DISPLAY B	11.35
			CITY PARK #2 DISPLAY A	10.24
		WEST, GREG	08/24/16 UMPIRE FEES	40.00
		SCOTT, JOSEPH A	08/24/16 UMPIRE FEES	40.00
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	75.00
		CASON, JERRY	08/24/16 UMPIRE FEES	40.00
			TOTAL:	3,844.85
Human Resources	General Fund	EDELMAN, NICHOLAS	MPR MEALS, MILEAGE, PARKIN	187.08
		MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.77

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premiums	29.77
			Health Insurance Contribut	434.38
			Health Insurance Contribut	434.38
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		WELTY, MIKE	MPR MEALS, MILEAGE, PARKIN	235.08
		WHITE, RON	MPR MEALS, MILEAGE, PARKIN	235.08
		TAYLOR, TIM	MPR MEALS, PARKING - T TAY	66.00
		INTERNAL REVENUE SERVICE	FICA	132.42
			Medicare	30.97
		LAKE SUN LEADER 645	EMPLOYMENT ADVERTISING	426.00
		LEIGH, CINDY	MPR MEALS, MILEAGE, PARKIN	250.08
		BELL, KARRI	MPR MEALS, MILEAGE, PARKIN	187.08
		ICMA	Retirement 401	133.89
		SHELTON, JOEL	MPR MEALS, PARKING - SHEL	147.00
		DAVIS, JIM	MPR MEALS, MILEAGE, PARKIN	187.08
		OLIVARRI, JOHN	MPR MEALS, MILEAGE, PARKIN	187.08
		ASANTE, KWABENA	MPR MILEAGE, MEALS, PARKIN	283.08
		MORLEY, DILILEXIE	MPR MEALS - D MORLEY	35.00
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	7.49
			Group Life Ins and Buy Up	7.49
			Short Term Disability Ins	9.02
			Short Term Disability Ins	9.02
		MORLEY, TRAVIS	MPR MEALS, PARKING - MORLE	147.00
		HANDY, FLOYD	MPR MEALS, MILEAGE, PARKIN	283.08
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	4,196.86
Overhead	General Fund	PURCHASE POWER	CITY HALL POSTAGE	209.01
		SPECTRUM BUSINESS	SEP SERVICE	49.03
			TOTAL:	258.04
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	565.63
			Dental Insurance Premiums	565.63
			Dental Insurance Premium	153.72
			Dental Insurance Premium	153.72
			Health Insurance Contribu	316.16
			Health Insurance Contribu	316.16
			Health Insurance Contribut	1,354.92
			Health Insurance Contribut	1,354.92
			Health Insurance Contribut	5,597.13
			Health Insurance Contribut	5,597.13
			Health Insurance Contribut	3,040.66
			Health Insurance Contribut	3,040.66
			Vision Insurance Contribut	64.68
			Vision Insurance Contribut	64.68
			Vision Insurance Contribut	15.12
			Vision Insurance Contribut	15.12
			Vision Insurance Contribut	30.16
			Vision Insurance Contribut	30.16
		INTERNAL REVENUE SERVICE	FICA	3,061.87
			Medicare	716.07
		PURCHASE POWER	POLICE DEPT POSTAGE	93.04
		ICMA	Retirement 401	2,988.54
		LOU FUSZ FORD INC.	POLICE INTERCEPTOR SUV	27,655.00
		AT&T MOBILITY-CELLS	POLICE DEPT CELL PHONES	24.67

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	176.22
			Group Life Ins and Buy Up	176.22
			Short Term Disability Ins	243.54
			Short Term Disability Ins	243.54
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	31.26
			Flexible Spending Accts -	31.26
		HSA BANK	HSA Contribution	262.50
			HSA Family/Dep. Contributi	1,275.00
		CENTRAL STATES LEEDS	CSLEEDS TUITION - T TAYLOR	450.00
			TOTAL:	59,725.93
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	148.85
			Dental Insurance Premiums	148.85
			Dental Insurance Premium	34.16
			Dental Insurance Premium	34.16
			Health Insurance Contribut	387.12
			Health Insurance Contribut	387.12
			Health Insurance Contribut	508.83
			Health Insurance Contribut	508.83
			Health Insurance Contribut	868.76
			Health Insurance Contribut	868.76
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	7.54
			Vision Insurance Contribut	7.54
		INTERNAL REVENUE SERVICE	FICA	769.22
			Medicare	179.89
		ICMA	Retirement 401	686.68
		SPECTRUM BUSINESS	SEP SERVICE	89.98
			SEP SERVICE	24.51
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
			Amerian Fidelity	10.42
			Amerian Fidelity	10.42
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	34.12
			Group Life Ins and Buy Up	34.12
			Short Term Disability Ins	63.14
			Short Term Disability Ins	63.14
		HSA BANK	HSA Contribution	187.50
			HSA Family/Dep. Contributi	225.00
			Medical Reimbursement	229.24
			TOTAL:	6,567.86
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.77
			Dental Insurance Premiums	29.77
			Health Insurance Contribut	434.38
			Health Insurance Contribut	434.38
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		INTERNAL REVENUE SERVICE	FICA	155.19
			Medicare	36.29
		PURCHASE POWER	PLANNING DEPT POSTAGE	23.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA	Retirement 401	152.77
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	8.48
			Group Life Ins and Buy Up	8.48
			Short Term Disability Ins	9.02
			Short Term Disability Ins	9.02
		HSA BANK	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,413.09
Information Technology	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.77
			Dental Insurance Premiums	29.77
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	193.56
			Health Insurance Contribut	193.56
			Health Insurance Contribut	508.83
			Health Insurance Contribut	508.83
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	3.78
		INTERNAL REVENUE SERVICE	FICA	350.23
			Medicare	81.91
		ICMA	Retirement 401	311.13
		AT&T INTERNET/IP SERVICES	SERVICE 081916-091816	868.40
		AT & T /EMSGTWY_SBC	JUL SERVICE	141.24
		SPECTRUM BUSINESS	SEP SERVICE	269.97
		AT&T MOBILITY-CELLS	SERV 07/13-08/12/16	978.00
			IT DEPT CELL PHONE	108.80
		VERIZON WIRELESS	SERVICE 07/22-08/21/16	80.02
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	15.63
			Group Life Ins and Buy Up	15.63
			Short Term Disability Ins	18.04
			Short Term Disability Ins	18.04
		HSA BANK	HSA Contribution	75.00
			TOTAL:	4,838.08
Economic Development	General Fund	LAKE SUN LEADER 645	COMMUNITY EVENTS	550.00
			COMMUNITY EVENTS	1,794.65
			TOTAL:	2,344.65
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	80.20
			Dental Insurance Premiums	75.89
			Health Insurance Premium	85.11
			Health Insurance Premium	85.11
			Health Insurance Contribut	35.03
			Health Insurance Contribut	23.12
			Health Insurance Contribut	107.04
			Health Insurance Contribut	107.04
			Health Insurance Premiums	217.30
			Health Insurance Premiums	217.30
			Vision Insurance Contribut	12.56
			Vision Insurance Contribut	10.74
			Vision Insurance Contribut	5.02
			Vision Insurance Contribut	5.02
			Vision Insurance Contribut	15.08
			Vision Insurance Contribut	15.08
		MO DEPT OF REVENUE	State Withholding	355.29
		INTERNAL REVENUE SERVICE	Fed WH	965.44

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA	862.36
			Medicare	201.70
		ICMA	Retirement 457 &	321.53
			Retirement 457	151.41
			Retirement Roth IRA	50.75
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	102.01
			American Fidelity	102.01
			Amerian Fidelity	87.07
			Amerian Fidelity	87.07
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	18.19
			Texas Life After Tax	18.19
		HSA BANK	HSA Contribution	28.50
			HSA Family/Dep. Contributi	288.16
			TOTAL:	4,736.32
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	188.44
			Dental Insurance Premiums	178.32
			Dental Insurance Premium	45.60
			Dental Insurance Premium	45.60
			Health Insurance Premium	231.06
			Health Insurance Premium	231.06
			Health Insurance Contribut	323.25
			Health Insurance Contribut	323.25
			Health Insurance Contribut	508.82
			Health Insurance Contribut	335.82
			Health Insurance Contribut	1,737.52
			Health Insurance Contribut	1,737.52
			Health Insurance Premiums	509.38
			Health Insurance Premiums	509.38
			Vision Insurance Contribut	12.62
			Vision Insurance Contribut	10.79
			Vision Insurance Contribut	5.05
			Vision Insurance Contribut	5.05
			Vision Insurance Contribut	15.08
			Vision Insurance Contribut	15.08
		INTERNAL REVENUE SERVICE	FICA	862.35
			Medicare	201.69
		PURCHASE POWER	TRANS DEPT POSTAGE	11.53
		ICMA	Retirement 401	842.76
		AT&T MOBILITY-CELLS	TRANS DEPT CELL PHONES	60.71
		TRACEY OLIVER DBA KEEPING CONDOS CLEAN	TRANS JANITORIAL SERV	278.36
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	3.55
			American Fidelity	3.55
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	58.06
			Group Life Ins and Buy Up	55.92
			Short Term Disability Ins	81.19
			Short Term Disability Ins	78.12
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	24.28
			Flexible Spending Accts -	24.28
		AMEREN MISSOURI	5757 CHAPEL DR PUBLIC WORK	206.46
		AMEREN MISSOURI	792 PASSOVER RD STREET LIG	32.71
			872 PASSOVER RD STREET LIG	67.52
			680 PASSOVER RD LIGHTING C	50.41
		HSA BANK	HSA Contribution	100.13
			HSA Family/Dep. Contributi	300.00
			TOTAL:	10,312.27

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	61.06
			Dental Insurance Premiums	56.88
			Health Insurance Contribut	69.71
			Health Insurance Contribut	58.15
			Health Insurance Contribut	66.90
			Health Insurance Contribut	66.90
			Vision Insurance Contribut	12.50
			Vision Insurance Contribut	10.72
			Vision Insurance Contribut	1.24
			Vision Insurance Contribut	1.24
			Vision Insurance Contribut	9.42
			Vision Insurance Contribut	9.42
		MO DEPT OF REVENUE	State Withholding	266.02
		INTERNAL REVENUE SERVICE	Fed WH	760.68
			FICA	679.01
			Medicare	158.79
		ICMA	Retirement 457	119.86
			Loan Repayments	14.07
			Loan Repayments	16.08
			Loan Repayments	42.21
			Loan Repayments	50.96
			Retirement Roth IRA	49.50
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	115.95
			American Fidelity	115.95
			Amerian Fidelity	57.25
			Amerian Fidelity	57.25
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	5.03
			Texas Life After Tax	5.03
		HSA BANK	HSA Contribution	8.25
			HSA Family/Dep. Contributi	50.16
			TOTAL:	2,996.19
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	143.49
			Dental Insurance Premiums	133.67
			Dental Insurance Premium	11.27
			Dental Insurance Premium	11.27
			Health Insurance Contribut	127.75
			Health Insurance Contribut	127.75
			Health Insurance Contribut	1,012.57
			Health Insurance Contribut	844.66
			Health Insurance Contribut	1,085.95
			Health Insurance Contribut	1,085.95
			Vision Insurance Contribut	12.50
			Vision Insurance Contribut	10.72
			Vision Insurance Contribut	1.25
			Vision Insurance Contribut	1.25
			Vision Insurance Contribut	9.43
			Vision Insurance Contribut	9.42
		INTERNAL REVENUE SERVICE	FICA	679.01
			Medicare	158.81
		POSTMASTER	UTILITY BILL POSTAGE	400.00
		PURCHASE POWER	WATER DEPT POSTAGE	74.76
		ICMA	Retirement 401	605.24
		AT&T MOBILITY-CELLS	WATER DEPT CELL PHONES	147.88
		TRACEY OLIVER DBA KEEPING CONDOS CLEAN	WATER JANITORIAL SERV	278.36
		LEIGH, AUDREY	SAFETY BOOTS - T LEIGH	198.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		RUBLE, JUSTIN	MILEAGE REIMB 08/10-08/16/ SAFETY BOOTS - J RUBLE	172.80 270.93
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity American Fidelity	3.44 3.44
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up Group Life Ins and Buy Up - Short Term Disability Ins Short Term Disability Ins	31.74 29.67 49.44 46.46
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts - Flexible Spending Accts -	3.44 3.44
		AMEREN MISSOURI	5757 CHAPEL DR PUBLIC WORK	206.46
		AMEREN MISSOURI	PARKVIEW WELL 54-29 WELL #2 LK RD 54-59 SWISS VILLAGE WELL COLUMBIA COLLEGE WELL COLUMBIA COLLEGE TOWER	1,067.57 3,611.83 3,396.08 148.28 89.61
		MANKEY, KYLE	MILEAGE REIMB 08/24-08/30/ SAFETY BOOTS - K MANKEY	81.00 179.95
		HSA BANK	HSA Contribution HSA Family/Dep. Contributi Medical Reimbursement	24.76 561.75 229.24
		DEVORE, CALEB	MILEAGE REIMB 08/17-08/23/	89.10
			TOTAL:	17,471.39
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums Dental Insurance Premiums Health Insurance Contribut Health Insurance Contribut Health Insurance Contribut Health Insurance Contribut Vision Insurance Contribut State Withholding Fed WH FICA Medicare Retirment 457 & Retirement 457 Loan Repayments Loan Repayments Loan Repayments Retirement Roth IRA	74.13 69.95 105.44 93.88 40.14 40.14 17.98 16.20 3.14 3.14 5.66 5.66 486.69 1,480.30 908.02 212.38 41.69 121.92 21.11 63.45 50.96 49.75
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity American Fidelity American Fidelity American Fidelity	148.41 148.41 72.93 72.93
		TEXAS LIFE INSURANCE CO	Texas Life After Tax Texas Life After Tax	10.16 10.16
		HSA BANK	HSA Contribution HSA Family/Dep. Contributi	8.25 126.18
			TOTAL:	4,509.16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	174.16		
			Dental Insurance Premiums	164.33		
			Dental Insurance Premium	28.53		
			Dental Insurance Premium	28.53		
			Health Insurance Contribut	323.24		
			Health Insurance Contribut	323.24		
			Health Insurance Contribut	1,531.59		
			Health Insurance Contribut	1,363.67		
			Health Insurance Contribut	651.57		
			Health Insurance Contribut	651.57		
			Vision Insurance Contribut	18.00		
			Vision Insurance Contribut	16.22		
			Vision Insurance Contribut	3.15		
			Vision Insurance Contribut	3.15		
			Vision Insurance Contribut	5.65		
			Vision Insurance Contribut	5.66		
			INTERNAL REVENUE SERVICE		FICA	908.03
					Medicare	212.37
			POSTMASTER		UTILITY BILL POSTAGE	400.00
			PURCHASE POWER		SEWER DEPT POSTAGE	49.74
			ICMA		Retirement 401	873.48
			PEDROLA, TOM		MILEAGE REIMB 08/17-08/23/	97.85
			AT&T MOBILITY-CELLS		SEWER DEPT CELL PHONES	172.57
			TRACEY OLIVER DBA KEEPING CONDOS CLEAN		SEWER JANITORIAL SERV	278.35
			EARP, NATHAN		MILEAGE REIMB 08/24-08/31/	262.44
			STARK, CHAD		MILEAGE REIMB 08/17-08/23/	18.36
			AMERICAN FIDELITY ASSURANCE COMPANY		American Fidelity	13.85
					American Fidelity	13.85
			LINCOLN NATIONAL LIFE INSURANCE COMPAN		Group Life Ins and Buy Up	48.14
					Group Life Ins and Buy Up	46.07
					Short Term Disability Ins	67.81
					Short Term Disability Ins	64.84
			AMERICAN FIDELITY ASSURANCE CO FLEX AC		Flexible Spending Accts -	3.54
					Flexible Spending Accts -	3.54
			AMEREN MISSOURI		GRINDER PUMPS & LIFT STATI	3,417.47
					4631 WINDSOR DR GRINDER	11.22
					5757 CHAPEL DR LIFT STATIO	14.56
					5757 CHAPEL DR PUBLIC WORK	206.46
					1089 OSAGE BEACH RD LIFT S	11.12
					GRINDER PUMPS & LIFT STATI	8,541.97
					1075 RUNABOUT RD LIFT STAT	14.05
					5707 OSAGE BEACH PKWY	12.02
					GRINDER PUMPS & LIFT STATI	4,458.88
					GRINDER PUMPS & LIFT STATI	14,631.34
			HSA BANK		HSA Contribution	175.11
		HSA Family/Dep. Contributi	338.25			
		Medical Reimbursement	229.24			
		TOTAL:	40,888.78			
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	50.68		
			Dental Insurance Premiums	50.68		
			Health Insurance Contribut	70.06		
			Health Insurance Contribut	70.06		
			Health Insurance Contribut	26.76		
			Health Insurance Contribut	26.76		
		Vision Insurance Contribut	5.38			

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	5.38
			Vision Insurance Contribut	11.31
			Vision Insurance Contribut	11.31
		MO DEPT OF REVENUE	State Withholding	328.00
		INTERNAL REVENUE SERVICE	Fed WH	946.96
			FICA	720.68
			Medicare	168.54
		ICMA	Loan Repayments	60.41
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	46.06
			American Fidelity	46.06
			Amerian Fidelity	100.13
			Amerian Fidelity	100.13
		LACLEDE COUNTY CIRCUIT CLERK	Case No. #11LA-AC00632	91.68
		HSA BANK	HSA Family/Dep. Contributi	65.00
			TOTAL:	3,002.03
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	119.08
			Dental Insurance Premiums	119.08
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	193.56
			Health Insurance Contribut	193.56
			Health Insurance Contribut	1,017.66
			Health Insurance Contribut	1,017.66
			Health Insurance Contribut	434.38
			Health Insurance Contribut	434.38
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	11.31
			Vision Insurance Contribut	11.31
		INTERNAL REVENUE SERVICE	FICA	720.68
			Medicare	168.54
		PURCHASE POWER	AMBULANCE DEPT POSTAGE	9.16
		ICMA	Retirement 401	447.99
		SPECTRUM BUSINESS	SEP SERVICE	24.51
		AT&T MOBILITY-CELLS	AMB DEPT CELL PHONES	81.50
		ROBERT D KING MD LLC	AUG MEDICAL DIRECTOR SERV	1,000.00
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity	10.42
			Amerian Fidelity	10.42
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	27.00
			Group Life Ins and Buy Up	27.00
			Short Term Disability Ins	36.08
			Short Term Disability Ins	36.08
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	225.00
			TOTAL:	6,458.80
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	20.27
			Dental Insurance Premiums	20.27
			Health Insurance Contribut	42.82
			Health Insurance Contribut	42.82
			Vision Insurance Contribut	13.99
			Vision Insurance Contribut	13.99
			Vision Insurance Contribut	1.88
			Vision Insurance Contribut	1.88
		MO DEPT OF REVENUE	State Withholding	101.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	Fed WH	261.01
			FICA	305.36
			Medicare	71.41
		ICMA	Retirement 457	74.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	11.58
			American Fidelity	11.58
			Amerian Fidelity	14.94
			Amerian Fidelity	14.94
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	7.88
			Texas Life After Tax	7.88
			TOTAL:	1,039.70
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	47.63
			Dental Insurance Premiums	47.63
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	193.56
			Health Insurance Contribut	193.56
			Health Insurance Contribut	695.01
			Health Insurance Contribut	695.01
			Vision Insurance Contribut	14.01
			Vision Insurance Contribut	14.01
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.89
		REPUBLIC SERVICES INC #435	AUG TRASH SERVICE LCF AIRP	64.89
		INTERNAL REVENUE SERVICE	FICA	305.36
			Medicare	71.41
		PURCHASE POWER	LCF AIRPORT POSTAGE	23.20
		ICMA	Retirement 401	262.33
		DISH NETWORK	SERV 08/29-09/28/16	74.03
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	13.50
			Group Life Ins and Buy Up	13.50
			Short Term Disability Ins	23.45
			Short Term Disability Ins	23.45
		DINSDALE, TY	MEALS ADV LINE SERV - DINS	45.00
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	120.00
			TOTAL:	3,036.82
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	17.74
			Dental Insurance Premiums	17.74
			Health Insurance Contribut	37.46
			Health Insurance Contribut	37.46
			Vision Insurance Contribut	2.15
			Vision Insurance Contribut	2.15
			Vision Insurance Contribut	1.88
			Vision Insurance Contribut	1.88
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		MO DEPT OF REVENUE	State Withholding	78.80
		INTERNAL REVENUE SERVICE	Fed WH	260.89
			FICA	200.76
			Medicare	46.95
		ICMA	Retirement 457	20.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	14.33
			American Fidelity	14.33
			Amerian Fidelity	9.96
			Amerian Fidelity	9.96
			TOTAL:	781.98
Grand Glaize Airport	Grand Glaize Airpo	CITY OF OSAGE BEACH	AUG UTILITY BILL	43.37
		MIDWEST PUBLIC RISK	Dental Insurance Premiums	41.68
			Dental Insurance Premiums	41.68
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	193.56
			Health Insurance Contribut	193.56
			Health Insurance Contribut	608.13
			Health Insurance Contribut	608.13
			Vision Insurance Contribut	2.16
			Vision Insurance Contribut	2.16
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		REPUBLIC SERVICES INC #435	AUG TRASH SERVICE GG AIRPO	70.88
		AMEREN MISSOURI	GG AIRPORT HANGAR	55.39
			GG AIRPORT HANGAR	39.91
		INTERNAL REVENUE SERVICE	FICA	200.76
			Medicare	46.95
		PURCHASE POWER	GG AIRPORT POSTAGE	6.56
		ICMA	Retirement 401	180.07
		LINCOLN NATIONAL LIFE INSURANCE COMPAN	Group Life Ins and Buy Up	6.28
			Group Life Ins and Buy Up	6.28
			Short Term Disability Ins	12.63
			Short Term Disability Ins	12.63
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	105.00
			TOTAL:	2,560.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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----- FUND TOTALS -----
10  General Fund                154,166.21
20  Transportation              15,048.59
30  Water Fund                  20,467.58
35  Sewer Fund                  45,397.94
40  Ambulance Fund              9,460.83
45  Lee C. Fine Airport Fund    4,076.52
47  Grand Glaize Airport Fund   3,342.73
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                                GRAND TOTAL:    251,960.40
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TOTAL PAGES: 15

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	LAKE AREA CHAMBER OF COMMERCE	ANNUAL DUES	100.00
			TOTAL:	100.00
City Administrator	General Fund	STAPLES BUSINESS ADVANTAGE	2017 PLANNERS & CALENDAR	53.67
			TONER	54.62
			RETURNED PLANNER BOOK	10.10-
			2017 PLANNER	10.71
			TOTAL:	108.90
City Clerk	General Fund	XEROX CORPORATION	AUG BASE CHARGE & EXCESS P	332.24
		MO VOCATIONAL ENTERPRISES	BUSINESS CARDS	32.00
		STAPLES BUSINESS ADVANTAGE	COPY PAPER	16.84
			WIRELESS MOUSE, TONER, WIT	73.22
			TOTAL:	454.30
City Attorney	General Fund	STAPLES BUSINESS ADVANTAGE	NOTEPADS, FILE FOLDERS, PE	31.91
			TOTAL:	31.91
Building Inspection	General Fund	O'REILLY AUTOMOTIVE STORES INC	WIPER BLADES	41.98
			TOTAL:	41.98
Building Maintenance	General Fund	EZARD'S	BLEACH, CFL BULBS	31.95
		CONSOLIDATED ELECTRICAL DISTR, INC	AERATOR FOR AMBULANCE SINK	4.49
		PRAIRIEFIRE COFFEE & ROASTERS	HID LAMPS	409.09
			COFFEE, STIR STIX	93.64
			COOLER RENTAL	38.51
		HIGH BROTHERS LUMBER CO	CTN #BET154 2'X2' BAROQUE	87.98
		EDWARD A BARCHENSKI JR DBA CJ ELEC	REPLACE LAMPS IN PARKING L	450.00
			TOTAL:	1,115.66
Parks	General Fund	O'REILLY AUTOMOTIVE STORES INC	RESISTOR-AC PART	49.13
		BSN SPORTS	TRUMP X-ROCK 12" 52/300 AS	102.00
		FOCUS/WEEKLY STANDARD	PARK LEAGUES ADVERTISING	70.00
		TURFMARK SERVICES LLC	FERTILIZE SOCCER FIELD #2	250.00
		MIDWAY RENTAL & SALES	BOX BLADE RENTAL	90.00
		ELDON FURNITURE CO	LVT TILE, ADHESIVE	450.00
			TOTAL:	1,011.13
Human Resources	General Fund	LEIGH, CINDY	IPMA-HR CONF-MILEAGE & MEA	299.31
		1138 INC DBA VALIDITY SCREENING SOLUTI	PRE EMPLOYMENT BACKGROUND	365.00
			TOTAL:	664.31
Overhead	General Fund	ELECTRONICS UNLIMITED	REPAIR VOICE MAIL & AUTO A	487.50
		ALPHAGRAPHICS OF OSAGE BEACH	CITY LOGO COLOR, B&W, TRNS	60.00
		STAPLES BUSINESS ADVANTAGE	COPY PAPER	53.92
			TOTAL:	601.42
Police	General Fund	SIRCHIE ACQUISITION CO LLC	TWIST TUBES, EVID TUBES &	171.43
		LEON UNIFORM CO INC	HOLSTER	206.00
			UNIFORMS	217.00
			UNIFORMS	132.00
			UNIFORMS	113.90
			UNIFORMS	122.00
		SUN BADGE CO	BADGE	98.75
		TAYLOR, TIM	CS LEEDS TRAINING-MEALS	125.00
		LAKE CLEANERS	PANT REPAIR, CORPORAL PATC	70.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LYNN PEAVEY COMPANY	KRAFT ROLL PAPER	50.00
		FORD, SAM	MO POLICE K-9 WORKSHP - S	200.00
		TURN KEY MOBILE INC	TOUGHBOOK COMP FOR POLICE	2,199.90
			TOUGHBOOK COMP FOR POLICE	2,199.90
		STAPLES BUSINESS ADVANTAGE	FLDR PRESSBOARD 2 DVDR/6SE	35.20
			ENV, PADS, CPY PPR, PENS	131.65
		ONE TIME VENDOR BEST WESTERN PLUS SPRINGHILL SUITES	MO K-9 WORKSHOP - SAM FORD	472.60
			SPRINGHILL SUITES:CSLEEDS	471.70
			TOTAL:	7,017.03
Information Technology	General Fund	DELL MARKETING LP	POLICE CAR VIDEO SERVER	9,533.46
		STAPLES BUSINESS ADVANTAGE	PROSAFE WIRELESS N 8 PORT	149.99
			TOTAL:	9,683.45
Economic Development	General Fund	RAPID SIGNS	FALL FEST SIGN DECAL	15.00
			FALL FEST SIGNS	285.00
		CUSTOMIZED PROMOTIONAL PRODUCTS	FALL FEST-RIBBONS BOW WOW	85.40
			FALL FEST - 4X8 BANNER & A	160.00
		VACATION NEWS	FALL FESTIVAL & GARAGE SAL	345.00
			TOTAL:	890.40
NON-DEPARTMENTAL	Transportation	LAKE SUN LEADER 81525 & 1586450	SURPLUS PROPERTY	22.50
			TOTAL:	22.50
Transportation	Transportation	EZARD'S	ROLLERS, FRAME, COVER	18.76
			HANDLES	17.18
			EPOXY	11.98
		MEEKS BUILDING CENTER	NUTS, BOLTS, SCREWS	3.98
			NUTS, BOLTS, SCREWS	4.08
		ARAMARK UNIFORM & CAREER APPAREL GROUP	TRANS DEPT UNIFORMS	38.06
			TRANS DEPT FLOOR MATS	4.78
		GB MAINTENANCE SUPPLY	CUPS	15.44
		NORTHERN SAFETY CO INC	IBUPROFEN, COLD RELIEF, BU	22.36
			LENSES	130.13
		COMMERCIAL & RESTAURANT EQUIP INC DBA	ICE MACHINE REPAIR	80.59
		PRECISION AUTO & TIRE SERVICE LLC	TIRE REPAIR STREET SWEEPER	20.00
		STAPLES BUSINESS ADVANTAGE	MARKERS, PENS, NOTEBK, SHA	14.77
			TOTAL:	382.11
Water	Water Fund	EZARD'S	TAPE, PVC COUPLE, CMPD	8.56
		MEEKS BUILDING CENTER	SC INV 24158942I	0.18
		ARAMARK UNIFORM & CAREER APPAREL GROUP	WATER DEPT UNIFORMS	23.48
			WATER DEPT FLOOR MATS	4.78
		GB MAINTENANCE SUPPLY	CUPS	15.43
		GOEHRI, GEORGE	OCT INS PREMIUM	85.00
		NORTHERN SAFETY CO INC	IBUPROFEN, COLD RELIEF, BU	22.36
			LENSES	130.14
		OZARK READY MIX CO INC	4000# WC	345.00
		COMMERCIAL & RESTAURANT EQUIP INC DBA	ICE MACHINE REPAIR	80.58
		DATA FLOW	DISCONNECT NOTICES	68.59
		GEO-ENTERPRISES, INC	TRIP LABOR TO TIE IN LOOP	215.00
		MAGRUDER LIMESTONE CO INC	1" BASE	1,307.74
		STAPLES BUSINESS ADVANTAGE	MARKERS, PENS, NOTEBK, SHA	14.78
			TOTAL:	2,321.62
Sewer	Sewer Fund	FASTENAL CO	HOIST, 65' GALV ROPE	1,382.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SQ DRIVE ADA	121.45
			FLANGE BOLTS	14.70
			25'X1" STD MAG TAPE	28.14
			LIME TSHIRTS	49.95
		ARAMARK UNIFORM & CAREER APPAREL GROUP	SEWER DEPT UNIFORMS	130.35
			SEWER DEPT FLOOR MATS	4.79
		GB MAINTENANCE SUPPLY	CUPS	15.44
		TALLMAN COMPANY	PRIMER CLEANER & PVC GLUE	151.65
		NORTHERN SAFETY CO INC	IBUPROFEN, COLD RELIEF, BU LENSES	22.36 130.13
		COMMERCIAL & RESTAURANT EQUIP INC DBA	ICE MACHINE REPAIR	80.58
		DATA FLOW	DISCONNECT NOTICES	68.59
		STAPLES BUSINESS ADVANTAGE	MARKERS, PENS, NOTEBK, SHA	14.77
			TOTAL:	2,215.84
Ambulance	Ambulance Fund	AIRGAS, INC	MEDICAL OXYGEN	306.38
			MEDICAL OXYGEN	147.39
			MEDICAL OXYGEN RENT ADJ	59.20
			MEDICAL OXYGEN RENT	59.20
		TURN KEY MOBILE INC	TOUGHBOOK COMP FOR POLICE	2,199.90
		HANDY, FLOYD	EMS EXPO-MEALS & PARKING	358.00
		ONE TIME VENDOR PELHAM HOTEL	PELHAM HOTEL:EMS WORLD EXP	590.64
			TOTAL:	3,602.31
Lee C. Fine Airport	Lee C. Fine Airpor	NAEGLER OIL CO	JET A FUEL	15,095.98
			JET A FUEL	14,724.43
		O'REILLY AUTOMOTIVE STORES INC	5GALTRACTOR	34.99
			1GAL ANTIFREEZE	25.98
		STAPLES BUSINESS ADVANTAGE	GAS PUMP ROLLS	23.96
			TOTAL:	29,905.34
Grand Glaize Airport	Grand Glaize Airpo	STAPLES BUSINESS ADVANTAGE	GAS PUMP ROLLS	23.96
			TOTAL:	23.96

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

10	General Fund	21,720.49
20	Transportation	404.61
30	Water Fund	2,321.62
35	Sewer Fund	2,215.84
40	Ambulance Fund	3,602.31
45	Lee C. Fine Airport Fund	29,905.34
47	Grand Glaize Airport Fund	23.96
GRAND TOTAL:		60,194.17

Submission Date: September 7, 2016
Submitted By: City Administrator
Board Meeting Date: September 15, 2016

**City of Osage Beach
 BOARD OF ALDERMEN
 AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill 16.73 – Authorization to adopt an ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to execute the Multi-service Agreement including the managed internet service pricing with AT&T to provide internet connections with managed router service to City Hall and the Grand Glaize Airport.

Names of Persons, Businesses, Organizations affected by this action:

City Staff and Citizens

Why is Board Action Required?

Board approval is required for purchases and payments over \$15,000 per Chapter 135. Article II. Purchasing, Procurement, Transfers, and Sales.

Type of Action Requested (Ordinance, Resolution, Motion):

Requesting first and second readings of Bill 16.73.

Are there any deadlines associated with this action?

No.

Budget Line / Source of Funds

10-19-753010 Internet Connections

Budgeted	\$ 31,000
Less: Expenditures as of 8/31	(\$ 16,822)
Available*	\$ 14,178

Requested**	\$ 7,697
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**Budgeted expenditures for remainder for year are estimated at \$4,200*

***Billing to begin upon completion of infrastructure, estimated 3 months for FY2016 \$2,315.73/mo. plus \$750 onetime installation cost*

City Administrator Comments and Recommendation:

This is the first of three planned requests to come before the Board to enter into an agreement with AT&T for upgraded internet connection with managed router service for all City facilities. This agreement and pricing schedule is for City Hall and the Grand Glaize Airport at a monthly fee of \$2,315.73 with a onetime installation cost of \$750.

The overall goal is to connect all City facilities with the upgraded AT&T service. The next two requests to follow in the next month will be for the Osage Beach City Park and the Lee C Fine Airport, completing the connections to all facilities. The Public Works facility is connected via existing fiber to City Hall and is included in this first agreement.

Currently we utilize a combination of Charter, Verizon, and some AT&T internet connections for a variety of services at City Hall, Public Works, and the Grand Glaize Airport (this includes air cards for police and ambulance) for a total annual cost as budgeted of \$31,000. Upgrading to AT&T infrastructure with managed router service for all facilities (City Hall, Public Works, both Airports, and the OB City Park) will not only add connections at two locations but replace our current AT&T service at City Hall and some of our Charter service to give us the appropriate service, connection, and stability that will best fit our needs as well as set the infrastructure for a new phone system that will be needed and is planned for in the near future.

We estimated a total AT&T monthly cost for all facilities once completed to be approximately \$4,200/month, \$50,400 estimated annually. We plan to replace the current AT&T service and downgrade some of the Charter service we currently use at City Hall and Public works. Once all facilities are complete with the AT&T upgrade we estimated a total annual cost for all internet connections City wide of \$70,000, an estimated annual increase of \$39,000.

Funding for these services will be prorated through Administrative reimbursement at year end to assure the enterprise funds pay their portion of the expenditure. Most recently in working with AT&T, roughly \$24,000 in annual savings from our AT&T phone service charges were realized and will be used to offset the added cost of internet connections. For the remained of FY2016 we estimate to be under budget due to the phone service savings realized most recently and the timing of the completed infrastructure at all locations. AT&T has given us an estimated timeframe of six months for completion of all locations, pending signed contracts.

Jim, IS Operations Manager, and I recommend approval.

BILL NO. 16-73

ORDINANCE NO.16.73

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE MULTI-SERVICE AGREEMENT INCLUDING THE MANAGED INTERNET SERVICE PRICING WITH AT&T TO PROVIDE INTERNET CONNECTIONS WITH MANAGED ROUTER SERVICE TO CITY HALL AND THE GRAND GLAIZE OSAGE BEACH AIRPORT

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

Section 1. That the Mayor is hereby authorized and directed to execute the Multi-Service Agreement with AT&T, including the Managed Internet Service Pricing Schedule, to provide internet connections with managed router service to City Hall and the Grand Glaize Osage Beach Airport, substantially under the terms set forth in Exhibit A.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed a monthly payment of two thousand three hundred fifteen and 73/100 dollars (\$2,315.73) for both City Hall and the Grand Glaize Osage Beach Airport with a one time installation cost of seven hundred fifty dollars (\$750).

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No. 16.73 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

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 16.73.

Date

John Olivarri, Mayor



MULTI-SERVICE AGREEMENT

Customer	AT&T
CITY OF OSAGE BEACH Street Address: 1000 CITY PKWY City: OSAGE BEACH State/Province : MO Zip Code: 65065 Country: United States	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: John Olivarri Title: Contracts Officer Street Address: 1000 City Parkway City: Osage Beach State/Province: MO Zip Code: 65065 Country: United States Telephone: 5733022000 Fax: Email: jwoods@osagebeach.org	Street Address: 600 E ST LOUIS ST City: SPRINGFIELD State/Province: MO Zip Code: 65806 Country: United States With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
This Multi-Service Agreement between the customer named above ("Customer") and AT&T Corp. ("AT&T") is effective when signed by both parties.	
Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name: John Olivarri	Name:
Title: Mayor	Title:
Date: September 15, 2016	Date:

Agreement: The terms and conditions for the products and services that AT&T provides to Customer under this Agreement ("Services") are found in this document and the following additional documents (collectively, the "Agreement"): (i) Tariffs, Guidebooks and Service Guides found at att.com/service publications; (ii) pricing schedules or other documents attached to or later executed by the parties and referencing this document ("Pricing Schedule"); and (iii) the Acceptable Use Policy ("AUP") found at att.com/aup. AT&T may revise Tariffs, Guidebooks, Service Guides or the AUP (collectively "Service Publications") at any time and may direct Customer to websites other than listed above. The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order, this Multi-Service Agreement, and the applicable Service Publications; provided that, Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms. This Agreement continues so long as Services are provided under this Agreement.

Affiliate Signature: An AT&T or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause respective Affiliates to comply with any such separate and associated contract.

Services: AT&T will either provide or arrange to have its Affiliate provide Services to Customer and its Users (anyone who uses or accesses any Service provided to Customer), subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent. Customer will cause Users to comply with this Agreement and is responsible for their use of any Service unless expressly provided to the contrary in a Service Publication. If a Service is provided over or accesses the Internet or is a wireless (*i.e.*, cellular) data or messaging Service, Customer, its Affiliates and Users will comply with the AUP.

MULTI-SERVICE AGREEMENT

Ordering: If an applicable Service Publication expressly permits placement of an order for a Service under this Multi-Service Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Multi-Service Agreement for the Service Ordered.

Access to Premises: Customer will in a timely manner allow AT&T to access or at Customer's expense obtain timely access to property (other than public property) and to equipment as AT&T reasonably requires for the Services. Access includes information, the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within the building for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way).

Hazardous Materials: Customer will ensure that the location where AT&T installs, maintains or provides Services is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. If AT&T encounters any such hazardous materials at a Customer location, AT&T may terminate any affected Service or any affected component of a Service ("Service Component") or suspend performance until Customer removes the hazardous materials.

Independent Contractor Relationship: Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

License and Other Terms: Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement.

Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

Equipment: Services may be provided using certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage (other than ordinary wear and tear) to the AT&T Equipment. The Site is the physical location where AT&T installs or provides a Service.

Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

Prices, Pricing Schedule Term and Taxes: The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will

apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to discontinue a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

Prices in the Pricing Schedules are exclusive of and Customer will pay all taxes, regulatory surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges relating to the sale, transfer of ownership, installation, license, use or provision of the Services.

If required by law to withhold or deduct applicable taxes from payments due to AT&T, Customer must use reasonable commercial efforts to minimize any such taxes and must furnish to AT&T such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

Billing, Payments, Deposits and MARC: Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer ("Cutover"). Payment is due 30 days after the invoice date (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number.

At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement.

Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the date of the invoice in which the disputed charge initially appears, Customer waives the right to dispute the charge. AT&T may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge late payment fees (i) for Tariff or Guidebook Services, at the rate specified therein; or (ii) for all other Services at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law. AT&T may require a deposit as a condition of providing Services, and AT&T may apply such deposit to any charges owed.

If a Pricing Schedule includes a MARC and Customer's MARC-Eligible recurring and usage charges after deducting discounts and credits and excluding taxes, regulatory charges and charges for Purchased Equipment in any applicable 12-month period are less than the MARC, Customer will pay the shortfall, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition or makes an assignment for the benefit of its creditors.

AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.

Customer may terminate an affected Service Component for material breach by AT&T if such breach is not cured within 30 days of notice.

MULTI-SERVICE AGREEMENT

AT&T may terminate or suspend (and later terminate) an affected Service Component for material breach by Customer if such breach is not cured within 30 days of notice.

If Customer fails to rectify a violation of the AUP within 5 days after notice from AT&T, AT&T may suspend or terminate the affected Service Component. AT&T may suspend or terminate immediately if: (i) the suspension or termination is a response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that: (a) AT&T may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T allows the violation to continue; (b) the violation may harm or interfere with the integrity, normal operations or security of AT&T's network or of networks with which AT&T interconnects or may interfere with another customer's use of AT&T services or the Internet; or (c) the violation presents imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.

Termination Charges: If prior to Cutover, Customer terminates a Service Component other than for cause or AT&T terminates a Service Component for cause, Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials, including any third-party charges, incurred prior to the effective date of termination.

Thereafter, if Customer terminates a Service or Service Component for Customer's convenience or AT&T terminates a Service or Service Component for cause, Customer must pay: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service Component attributable to the unexpired portion of an applicable Minimum Payment Period specified in the Pricing Schedule or Service Publication, (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges, and (iii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination.

If Customer terminates a Pricing Schedule that has a MARC, Customer must pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

In addition, Customer may terminate an affected Service Component without incurring termination charges if (a) AT&T revises a Service Publication and the revision has a materially adverse impact upon Customer; (b) Customer gives 30 days' notice of termination to AT&T within 90 days of the date of the revision; and (c) AT&T does not remedy the materially adverse impact prior to the effective date of termination. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority or assessment of, or assessment of or changes to additional charges such as surcharges or taxes.

Disclaimer of Warranties and Liability: AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY, DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS) AND MAKES NO WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED,

THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

Limitation of Liability: AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT.

ALL SOFTWARE AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

Indemnity: Customer agrees at its expense to defend, indemnify and hold harmless AT&T, its Affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties on account of a third-party claim where: (i) the claim arises from Customer's or a User's use of a Service; or (ii) the claim alleges a breach by Customer, its Affiliates or Users of a Software license agreement.

Import/Export Control: Customer and not AT&T is responsible for complying with import and export control laws, conventions and regulations applicable to any equipment, software or technical information that Customer moves or transmits between countries.

ARBITRATION: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES

MULTI-SERVICE AGREEMENT

DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

General Provisions: This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. AT&T may monitor electronic transmissions across its network to maintain compliance with its legal and regulatory obligations and to operate, maintain and enhance the network and Services. Where required by law, AT&T may provide Customer Personal Data to third parties such as courts, law enforcement or regulatory authorities.

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.

Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises.

This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege.

Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply.

Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes.

Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above.

This Agreement constitutes the entire agreement between the parties concerning its subject matter. Except as provided in License and Other Terms, above, this Agreement supersedes all previous agreements, whether written or oral.

This Agreement may not be modified or supplemented without a writing signed by authorized representatives of both parties.

Definitions:

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.



**AT&T MANAGED INTERNET SERVICE
 PRICING SCHEDULE**

Customer	AT&T
CITY OF OSAGE BEACH Street Address: 1000 CITY PKWY City: OSAGE BEACH State/Province : MO Zip Code: 65065 Country: United States	AT&T Corp.
Customer Contact (for Notices)	AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary AT&T Contact
Name: John Olivarri Title: Contracts Officer Street Address: 1000 City Parkway City: Osage Beach State/Province: MO Zip Code: 65065 Country: United States Telephone: 5733022000 Fax: Email: jwoods@osagebeach.org Customer Account Number or Master Account Number: 1-36CZQU	Name: ROBERT WIRTMILLER Street Address: 600 E ST LOUIS ST City: SPRINGFIELD State/Province: MO Zip Code: 65806 Country: United States Telephone: 4178758152 Fax: 4178362241 Email: RW7189@US.ATT.COM Sales/Branch Manager: Kevin Luna SCVP Name: PHIL CALLAHAN Sales Strata: Retail Sales Region: US-SOUTHWEST <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name1: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name: John Olivarri	Name:
Title: Mayor	Title:
Date: September 15, 2016	Date:

AT&T and Customer Confidential Information

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 ASAP!

**AT&T MANAGED INTERNET SERVICE
 PRICING SCHEDULE**

1. SERVICES

Service	Service Publication Location
AT&T Managed Internet Service (MIS)	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS (see MIS Express)
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

4. GRANDFATHERING AND WITHDRAWAL

Availability of Service Components is subject to grandfathering and withdrawal per the Service Guide.

5. RATES

Section I: AT&T Managed Internet Service

Table 1: MIS Self – Installation

Discount: 100.0 %

MIS Speed	Undiscounted MIS	Undiscounted MIS w/ Managed Router	Undiscounted MIS w/ Virtual Router
Ethernet	\$1,500	\$1,500**	\$0.00

**Pricing available for MIS speeds of 100 Mbps and below and with electrical interfaces only.

Table 2: On-Site Installation

Discount: 50.0 %

MIS Speed	Undiscounted MIS w/ Managed Router Only
Ethernet	\$1,500

AT&T and Customer Confidential Information

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 ASAP!

**AT&T MANAGED INTERNET SERVICE
 PRICING SCHEDULE**

Table 3: Flat Rate and Flexible Bandwidth Billing Option – Ethernet

Available bandwidth levels are subject to qualification at time of each order and may vary for MIS ports/access ordered with or without the MIS on Demand option.

Bandwidth	Discounted Ethernet Access Monthly Fee	Minimum Bandwidth Commitment		Undiscounted Incremental Usage Fee Per Mbps
		Undiscounted MIS with Customer Router Monthly Fee	Undiscounted MIS with AT&T Managed Router Monthly Fee	
2 Mbps	\$500.00	\$260.00	\$388.00	\$355.00
4 Mbps	\$500.00	\$262.00	\$390.00	\$325.00
5 Mbps	\$500.00	\$263.00	\$391.00	\$270.00
8 Mbps	\$500.00	\$266.00	\$394.00	\$235.00
10 Mbps	\$500.00	\$268.00	\$396.00	\$198.00
20 Mbps	\$555.00	\$449.00	\$577.00	\$144.25
50 Mbps	\$628.00	\$813.00	\$955.00	\$95.50
100 Mbps	\$810.00	\$1,400.00	\$1,555.00	\$77.75
150 Mbps	\$810.00	\$1,800.00	\$1,965.00	\$65.50
250 Mbps	\$1,100.00	\$2,150.00	\$2,240.00	\$44.80
400 Mbps	\$1,300.00	\$2,700.00	\$3,380.00	\$42.25
500 Mbps	\$1,300.00	\$3,500.00	\$4,325.00	\$43.25
600 Mbps	\$1,300.00	\$4,096.00	\$4,840.00	\$40.33
1000 Mbps	\$1,800.00	\$4,505.00	\$5,620.00	\$28.10
Discount:		45.0 %	45.0 %	100.0 %

Table 3a: Flat Rate Billing Option – Ethernet (10 Mbps only)

Available only for 10 Mbps bandwidth level, subject to qualification. Not available for MIS ports/access with the MIS on Demand option, or MIS ports/access with Customer managed router, or MIS ordered with AT&T BVoIP Service.

Bandwidth	Discounted Ethernet Access Monthly Fee	Minimum Bandwidth Commitment Undiscounted MIS with AT&T Managed Router Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
10 Mbps	\$374.52	\$396.00	Not Applicable
Discount:		62%	

Section II: Additional Service Fees

Moving Fee (during hours)	\$1,000 per location
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location

Section III: AT&T Business in a Box®

AT&T Business in a Box® is not available for MIS ports/access ordered with the MIS on Demand option.

Discount: 100.0 %

AT&T and Customer Confidential Information

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**AT&T MANAGED INTERNET SERVICE
 PRICING SCHEDULE**

Option	Undiscounted Monthly Service Charge*
Base Unit NextGen†	\$75.00
Base Unit 12 Port	\$75.00
8 Port Analog Module Add-On	\$40.00

* Pricing also applies to Service locations in Alaska

† Feature expected to be available starting 4Q 2016. Refer to Service Guide for availability.

Class Of Service Option - when ordered with AT&T BVoIP Services only

Discount: 100%

Class of Service Undiscounted Monthly Service Fee	\$225*
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* Pricing also applies to Service locations in Alaska

Section IV: AT&T Cloud Based Web Security

AT&T Cloud Web Security Service per port (10 users) Rate (Net Rate)	\$30.00
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Section V: AT&T Wi-Fi Enterprise:

AT&T Wi-Fi Enterprise per AP per month Rate (Net Rate)*	\$30.00
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*Include 1-2 Aps, AT&T owned self standing, self-install

This is the last page of the Pricing Document.

Submission Date: September 7, 2016
Submitted By: City Administrator
Board Meeting Date: September 15, 2016

**City of Osage Beach
 BOARD OF ALDERMEN
 AGENDA ITEM SUMMARY SHEET**

Description of Item:

Bill 16.74 – Amending Section 110.110, providing for the regular Board of Aldermen meetings to begin at the hour of 6:00 p.m. on the first and third Thursdays of each month.

Names of Persons, Businesses, Organizations affected by this action:

City of Osage Beach Citizens and Staff

Why is Board Action Required?

Ordinances shall be passed by bill by the majority of the Board per Section 110.240. Adoption of Ordinances.

Type of Action Requested (Ordinance, Resolution, Motion):

Requesting first reading of Bill 16.74.

Are there any deadlines associated with this action?

No.

Budget Line / Source of Funds

Not applicable.

City Administrator Comments and Recommendation:

It has been requested to change the regularly scheduled Board meeting time to 6:00 PM. Currently other committee meetings and special Board meetings as scheduled are held at 6:00 PM with no issues. Staff does not have issues with the time change.

BILL NO. 16-74

ORDINANCE NO. 16.74

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING SECTION 110.110 PROVIDING FOR THE REGULAR BOARD OF ALDEMEN MEETINGS TO BEGIN AT THE HOUR OF 6:00 P.M. ON THE FIRST AND THIRD THURSDAYS OF EACH MONTH.

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

Section 1. That Section 110.110 of the Osage Beach Code of Ordinances be amended so that such section shall read as follows:

Section 110.110 Regular Meetings

The Board of Aldermen shall meet in regular session in the council room of the City Hall at the hour of 6:00 p.m. on the first (1st) and third (3rd) Thursdays of each month. When any such meeting day is a holiday, the regular meeting shall be held at such time as may be provided by the Board. The Board may, by motion, dispense with any regular meeting, but at least one (1) meeting, regular or special, must be held in each calendar month.

Section 2. Severability.

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

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

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

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

READ FIRST TIME: _____ : READ SECOND TIME: _____

I hereby certify that Ordinance No.16.74 was duly passed on _____ by the Board of Aldermen of the City of Osage Beach.

Bill No. 16-74
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Ordinance No. 16.74

The votes thereon were as follows:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 16.74.

John Olivarri, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: September 7, 2016

Submitted By: City Clerk

Board Meeting Date: September 15, 2016

**City of Osage Beach
BOARD OF ALDERMEN
AGENDA ITEM SUMMARY SHEET**

Description of Item:

Resolution 2016-05. A resolution of the Board of Aldermen of the City of Osage Beach, Missouri, authorizing disposal of records according to the Missouri Municipal Records Retention Schedule.

Names of Persons, Businesses, Organizations affected by this action:

City, members of the public.

Why is Board Action Required?

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc.
- Generally.

Type of Action Requested (Ordinance, Resolution, Motion):

Move to approve Resolution 2016-05.

Are there any deadlines associated with this action?

No.

Department Comments:

Staff has consulted the Missouri Municipal Records Retention Schedule and determined the records listed on the attached Exhibit A are no longer significant to the City's operation. Upon Board approved, these records will be destroyed by a document shredding service.

Staff recommends approval of Resolution 2016-05.

City Administrator Comments and Recommendation:

Concur with the City Clerk's recommendation.

RESOLUTION 2016-05

BE IT RESOLVED by the Board of Aldermen of the City of Osage Beach, Missouri, as follows:

WHEREAS, it has been determined that the records as described in Exhibit A have met the retention schedule as outlined in RSMo. Section 109.200, and;

WHEREAS, it has been determined that the records and documents described in Exhibit A have no further administrative, legal, fiscal, research or historical value.

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

Section 1. That the City Clerk is hereby authorized to dispose of the records and documents in Exhibit A, further that the records have no further administrative, legal, fiscal, research or historical value.

I hereby certify that the above Resolution 2016-05 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

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

EXHIBIT A

A list of records to be destroyed will be provided next week.