



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](http://www.osagebeach.org)

OPEN MEETING

TENTATIVE AGENDA  
REGULAR MEETING  
March 15 2012 – 6:30 P.M.  
CITY HALL

**\*\*\*\*\* Note: Make sure that 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.**

**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 03/01/12 (Page 01)
- Bills List (Page 06)

**UNFINISHED BUSINESS**

None

**NEW BUSINESS**

- A. Resolution 2012-02. Local Vendor Preference (Page 35)
- B. Resolution 2012-04. Appointment to the Dierbergs Osage Beach Transportation Development District (Page 38)
- C. Resolution 2012-05. Authorizing Mayor to Execute Agreement with the Lake Area Chamber of Commerce (Page 42)
- D. Bill No. 12-06. 2012 Budget Amendment. First and Second Readings (Page 62)
- E. Bill No.12-07. Amendment to the Human Resources (Personnel) System Rules and Regulations. First and Second Readings (Page 64)
- F. Bid Award. Sands Lift Station Repair (Page 95)
- G. Bid Award. Slurry Seal (Page 97)
- H. Bid Award. City Park Improvements (Page 101)

**COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN**

**STAFF COMMUNICATIONS**

**ADJOURN**

# UNAPPROVED

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

March 1, 2012

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, March 1, 2012, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Fred Catcott, Alderman Lois Farmer, Alderman Steve Kahrs, Alderman John Olivarri, Alderman Kevin Rucker and Alderman Ron Schmitt. City Clerk Diann Warner was present and performed the duties of that office.

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

Mayor Lyons reported on the 17<sup>th</sup> Annual Polar Bear Plunge that took place last weekend beginning with a Dodge ball Tournament, Cops on Top and the Super Plunge on Friday, followed by the Strut and Plunge and a dinner and auction on Saturday. She said that all previous records were broken and the event gives the City a national presence and brings visitors to the area. Mayor Lyons thanked Hy-Vee and Tan-Tar-A Resort.

### **Citizens Communications.**

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

### **Consent Agenda.**

Alderman Olivarri moved to approve the consent agenda which includes minutes of the regular meeting held on February 16, 2012 and the bill list as submitted. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

### **Unfinished Business.**

**Bill No. 12-05.** AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING THE OSAGE BEACH DESIGN GUIDELINES SECTION 2, WATER SYSTEM, WATER DISTRIBUTION BASIC DESIGN CRITERION, SECTION B 1, FIRE MAIN CONNECTIONS TO STRUCTURES, DOMESTIC SUPPLY CONNECTIONS AND METER POLICY, SECTION C 3., WATER LINE AND APPURTENANCE INSTALLATION REQUIREMENTS, VALVE LOCATIONS, SECTION B 3.

Mayor Lyons presented the second and final reading of Bill No. 12-05 by title only. It was noted that Bill No. 12-05 has been available for public review.

Alderman Rucker moved to approve the second and final reading of Bill No. 12-05. Alderman Farmer seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 12-05 and to pass same into ordinance: "Ayes": Alderman Farmer, Alderman Olivarri, Alderman Kahrs, Alderman Catcott, Alderman Rucker, Alderman Schmitt. "Nays": None. Bill No. 12-05 was passed and approved as Ordinance No. 12.05.

### **New Business.**

**Hollywood Sign.** Joe Roeger was present to ask the Board to contribute to the Hollywood type sign that is proposed to be erected on the expressway where over 5 million cars pass each year.

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Mr. Roeger presented a copy of the license agreement executed by MoDOT and the Lake Area Chamber of Commerce that is effective for seventy years. He asked for \$5,000 from the City so that the letters could be ordered. Mr. Roeger said the cities of Lake Ozark, Linn Creek and Camdenton would be asked to contribute the same amount.

Mr. Roeger said there are many in kind donations from area businesses however funds are needed to order the letters. He said they would continue to raise the amounts needed for lighting and for the flag. Alderman Kahrs said he liked the project and the business owners on 54 who have declining revenues need a way to get traffic to the business district.

Rocky Miller, from Miller Surveying, who donated the engineering for the sign, said the result of a study done by the CVB was the area lacks an iconic monument and he thinks the Hollywood sign fills that need. Regarding the flag that will be erected at the same location, Mr. Miller said Boy Scout Pack 21 may be interested in taking over the maintenance of the flag.

Alderman Schmitt said that over \$4,000 initially and a great deal of money in the future could be saved if the flag and pole are eliminated. Mr. Roeger said that most people are in favor of the flag. Alderman Olivarri said he understands the iconic monument, the branding and the promotional value however, he does not see the sign generating repeat visitors. He said that the sign was brought up in budget discussions and no funds were allocated in the 2012 budget. Alderman Olivarri said that \$5,000 is a lot of money for Osage Beach to donate considering the amount others have donated.

Mayor Lyons said that earlier renderings of the sign welcomed visitors and now the design has changed to an iconic monument rather than a welcoming sign. Mr. Roeger said the material may have changed but not the format since there is limited space on the hillside.

Alderman Rucker said there is no line item in the budget but there is a contingency line item. He said that the agreement between MoDOT and the Chamber has been resolved since the last time Mr. Roeger appeared before the Board.

Alderman Farmer said the sign is pretty but it says nothing about Osage Beach. She added that she would rather see the money be used for sidewalks or for improvements at one of the parks.

Alderman Catcott said he has been selling real estate for 12 years and Osage Beach will reap the benefits. He said Osage Beach should support the community and recently \$4,000 was spent on snowflakes so he did not oppose contributing to the sign.

Alderman Olivarri said a survey that was taken indicated the majority of people were not in favor of the sign and they believed the money would be better spent other ways. Alderman Olivarri said he has not heard much about support from Chamber members and he questioned the number of businesses in Osage Beach, Lake Ozark and the Camdenton areas. Mr. Roeger said of the 800 Chamber members, at least half are located in Lake Ozark and Osage Beach; however he has not approached the membership yet for donations. Alderman Olivarri said he would be more favorable with the support of other Chamber members. Regarding the contingency fund, Alderman Olivarri said staff had been given direction to hire a consultant and pay for it from the contingency fund. Alderman Olivarri said that at the last meeting, Mayor Lyons spoke about the potential for a sign at the other end of town where the City would have the ability to change the text, assist in directions

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and issue safety warnings. Alderman Olivarri said it would be a greater benefit for the City to invest in the directional type sign rather than an iconic sign. Mr. Roeger said the City has his support for the directional sign when the time comes.

Upon a question of how the City may support the iconic sign, City Attorney Ed Rucker explained that the Board could direct staff to prepare a resolution and a contract. Alderman Farmer said that every Chamber member contributing \$50 would raise \$40,000 for the sign.

Alderman Kahrs moved to direct staff to draft a contract and a resolution of support between the Chamber and the City. Alderman Catcott seconded the motion. Upon a request by Alderman Rucker, the following roll call vote was taken: "Ayes:" Alderman Kahrs, Alderman Catcott, Alderman Rucker, Alderman Schmitt. "Nays:" Alderman Farmer and Alderman Olivarri.

### **Bid Award.**

Sewer Improvements along Osage Beach Parkway.

Bids were opened on February 22, 2012 with the following bidders responding:

Lamke Trenching & Excavating, Inc.	\$276,348.45
Mick Mehler & Sons, Inc.	\$245,719.00
Weeco, Inc.	\$199,917.35
Ken Kauffman & Sons Excavating	\$197,475.00
Stockman Construction Corp	\$269,325.00
JC Industries, Inc.	\$197,976.50
Steve & Associates	\$239,277.73
APAC-MO	\$261,917.40
Travis Hodge Hauling	\$219,787.00
Hutchins Telecom, Inc.	\$194,832.00

The low bidder was Hutchins Telecom with a bid in the amount of \$194,832.00. Hutchins Telecom has completed multiple projects with the City in the past with good results.

This project was budgeted under 35-00-773186 MODOT Mandated Projects in the amount of \$100,000. City Engineer Nick Edelman has been in contact with MoDOT and the line was installed outside of MoDOT right of way originally so MoDOT will reimburse the total amount. Mr. Edelman briefly explained the project.

A budget amendment will need to be accomplished if this project is approved.

The Engineering Department recommends awarding the contract to Hutchins Telecom LLC in the amount of \$194,832.

Alderman Kahrs moved to award the bid for the sewer improvements to the low bidder, Hutchins Telecom LLC in the amount of \$194,832 as recommended. Alderman Schmitt seconded the motion which was voted on and unanimously passed.

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**Resolution 2012-03.** Resolution Authorizing Disposal of Records According to the Missouri Records Retention Schedule.

Mayor Lyons presented Resolution 2012-03. City Clerk Warner explained that the records in Exhibit A have met the Missouri Records Retention Schedule and may be disposed of.

Alderman Schmitt moved to approve Resolution 2012-03 as presented. Alderman Farmer seconded the motion which was voted on and unanimously passed.

## **Communications from Board Members.**

Alderman Schmitt. Ron Schmitt reported that the Homm family has announced that the City Grill and Blue Room are smoke free and in the *Vacation News*, there is an advertisement for Backwater Jacks that indicates they are also smoke free. Alderman Schmitt said that a smoke free facility is decided by businesses and owners but probably there will be a statewide smoking ban in Missouri sooner or later. Alderman Schmitt shared a historical event that occurred on this date several years ago.

Alderman Catcott. Fred Catcott said there was a water and sewer issue in his neighborhood recently and public works took care of the problem immediately and did a great job.

Alderman Farmer. Lois Farmer asked if there was anything that could be done to remove the big pile of dead trees from property along the expressway. City Planner Cary Patterson said the material is biodegradable and it would be difficult to enforce.

Alderman Kahrs. Steve Kahrs said there are numerous businesses in Ward 2 that have declining revenues and he asked for an update on discussions with MoDOT to install Business 54 signs. City Planner Patterson commented that the road cannot be called Business 54. Alderman Kahrs added that those travelling on the expressway do not know that Osage Beach exists; there are no lights at the exits and no signs indicate where businesses are located. City Engineer Nick Edelman said he spoke to MoDOT about installing a business district sign at Key Largo and secure land for a City sign. Alderman Kahrs commented that Key Largo is a terrible intersection. He said at least installing small signs indicating the business districts at Case Road, Nichols Road and KK would help if Business 54 cannot be used.

Alderman Rucker. Kevin Rucker said this is the time of year for severe weather and he asked City Administrator Nancy Viselli to challenge staff to come up with how the City would handle an incident such as the tornadoes in Lebanon and Branson last week. He also challenged other cities and stated that all communities must work together when disaster strikes.

Alderman Rucker said that his company had planned to remove the fallen trees in Lebanon but when they arrived, Lebanon employees already had the trees cleared by using a wood chipper. Mayor Lyons explained that there were straight line winds that caused damage on Lazy Days Road a few years ago where the public works crew worked with residents to clear the roads for emergency vehicles.

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Alderman Olivarri. John Olivarri brought to the attention of Chief Todd Davis that Pete Leyva assisted an employee at the Grand Glaize Airport last week and Officer Leyva exemplifies the type of City employee who is there to help when needed.

Alderman Olivarri commended City Engineer Nick Edelman and staff for having Passover Road completed by April. He added that construction causes disruptions but nothing like the construction in Phase 1 did.

## **Staff Communications.**

City Administrator. Nancy Viselli reported that Jim Houston is able to speak now after an incident at the Grand Glaize Airport last week.

City Attorney. Ed Rucker reported that there was a fire on the Hammons property recently and representatives arrived in Osage Beach today to resolve the problem.

Police Chief. Todd Davis reported that the 17<sup>th</sup> Annual Polar Bear Plunge raised \$220,000 which was a record and also 615 plungers was a record. He said that Cops on Top raised \$3,800. Chief Davis presented an award depicting an ice cube to Alderman Farmer for her assistance on the roof of Hy-Vee during Cops on Top.

Chief Davis reported that Angie Luttrell is transferring from communications to become a road officer again after being a communications officer for several years.

City Engineer. Nick Edelman reported that the Traffic Engineering Assistance Program grant for Nichols Road between Osage Beach Parkway and the Expressway was approved and the City will receive \$8,000 from MoDOT. He said the work must be completed by September 30<sup>th</sup>.

There being no further business to come before the Board, the meeting adjourned at 7:42 p.m.

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 March 1, 2012.

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Diann Warner, City Clerk

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Penny Lyons, Mayor

000006

**CITY OF OSAGE BEACH  
BILLS LIST  
March 15, 2012**

<b>Bills Paid Prior to Board Meeting</b>	<b>272,147.75</b>
<b>Payroll Paid Prior to Board Meeting</b>	<b>127,377.31</b>
<b>SRF Transfer Prior to Board Meeting</b>	<b>0.00</b>
<b>TIF Transfer Prior to Board Meeting</b>	<b>0.00</b>
<b>TIF Pilots Transfer Prior to Board Meeting</b>	<b>0.00</b>
<b>Bills Pending Board Approval</b>	<b>198,766.19</b>
<b>Total Expenses</b>	<b><u>598,291.25</u></b>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000007	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PR DEDUCTIONS		485.00-
			ADJUST PR DEDUCTIONS		47.00
			ADJUST PR DEDUCTIONS		20.00
			ADJUST PR DEDUCTIONS		1,197.00
			ADJUST PR DEDUCTIONS		156.00
			ADJUST PR DEDUCTIONS		40.00
			Dental Insurance Premiums		540.50
			Dental Insurance Premiums		540.50
			Dental Insurance Premiums		540.50
			Dental Insurance Premiums		540.50
			Health Insurance Premiums		247.50
			Health Insurance Premiums		247.50
			Health Insurance Premiums		247.50
			Health Insurance Premiums		247.50
			Health Insurance Premium		40.00
			Health Insurance Premium		40.00
			Health Insurance Premium		40.00
			Health Insurance Premium		40.00
			Health Insurance Contribut		400.00
			Health Insurance Contribut		400.00
			Health Insurance Contribut		400.00
			Health Insurance Contribut		400.00
			Health Insurance Contribut		285.00
			Health Insurance Contribut		285.00
			Health Insurance Contribut		285.00
			Health Insurance Contribut		285.00
			Health Insurance Premiums		126.00
			Health Insurance Premiums		126.00
			Health Insurance Premiums		126.00
			Health Insurance Premiums		126.00
			Vision Insurance Contribut		85.50
			Vision Insurance Contribut		85.50
			Vision Insurance Contribut		85.50
			Vision Insurance Contribut		85.50
			Vision Insurance Contribut		33.25
			Vision Insurance Contribut		33.25
			Vision Insurance Contribut		31.50
			Vision Insurance Contribut		31.50
			Vision Insurance Contribut		65.00
			Vision Insurance Contribut		65.00
			Vision Insurance Contribut		65.00
			Vision Insurance Contribut		65.00
		FAMILY SUPPORT PAYMENT CENTER	Case# 26v050500201		344.31
		MO DEPT OF REVENUE	State Withholding		3,931.00
		INTERNAL REVENUE SERVICE	Fed WH		12.71
			Fed WH		12,333.47
			FICA		9.45-
			FICA		4,941.65
			Medicare		3.26-
			Medicare		1,706.10
		PRE PAID LEGAL SERVICES INC DBA	ADJUST PAYROLL DEDUCTIONS		0.04-
			ADJUST PAYROLL DEDUCTIONS		0.04-
			Pre-Paid Legal Premiums		94.74
			Pre-Paid Legal Premiums		94.74
			Pre-Paid Legal Premiums		94.74
			Pre-Paid Legal Premiums		94.74

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ICMA	Retirement 457 & <b>000008</b>	266.20
			Retirement 457	1,058.19
			Loan Repayments	929.93
			Loan Repayments	875.40
			401 Loan Payment	341.81
			401 Loan Payment	280.28
			Loan Repayments	308.00
			Loan Repayments	227.55
			Retirement Roth IRA	275.00
		CAMDEN COURT	Case No. 11CM-SC00049	103.48
		COLONIAL LIFE & ACCIDENT	ADJUST PR DEDUCTIONS	0.02-
			ADJUST PR DEDUCTIONS	0.02-
			Colonial Supplemental Insu	22.29
			Colonial Supplemental Insu	22.29
			Colonial Supplemental Insu	22.29
			Colonial Supplemental Insu	22.29
			Colonial Supplemental Insu	71.55
			Colonial Supplemental Insu	71.55
			Colonial Supplemental Insu	71.55
			Colonial Supplemental Insu	71.55
		AFLAC	Aflac Insurance Premiums	144.48
			Aflac Insurance Premiums	144.48
			Aflac Insurance Premiums	144.48
			Aflac Insurance Premiums	144.48
		CONTINENTAL AMERICAN INSURANCE	ADJUST PR DEDUCTIONS	18.20-
			ADJUST PR DEDUCTIONS	18.20-
			Aflac Critical Illness Pol	97.79
			Aflac Critical Illness Pol	97.79
			Aflac Critical Illness Pol	97.79
			Aflac Critical Illness Pol	97.79
		AMERICAN FIDELITY ASSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	197.68-
			ADJUST PAYROLL DEDUCTIONS	197.68-
			American Fidelity	1,271.14
			American Fidelity	1,271.14
			American Fidelity	1,271.14
			American Fidelity	1,271.14
			Amerian Fidelity	992.44
			Amerian Fidelity	992.44
			Amerian Fidelity	992.44
			Amerian Fidelity	992.44
		THE LINCOLN NATIONAL LIFE INSURANCE CO	ADJUST PAYROLL DEDUCTIONS	1,335.11
			ADJUST PAYROLL DEDUCTIONS	1,335.11
			Life & AD&D Insurance Prem	2.00
			Life & AD&D Insurance Prem	2.00
			Life & AD&D Insurance Prem	2.00
			Life & AD&D Insurance Prem	2.00
			Group Life Ins and Buy Up	40.26
			Group Life Ins and Buy Up	40.26
			Group Life Ins and Buy Up	40.26
			Group Life Ins and Buy Up	40.26
		AMERICAN UNITED LIFE INSURANCE CO	ADJUST PAYROLL DEDUCTIONS	64.16
			ADJUST PAYROLL DEDUCTIONS	102.74-
			Disability Insurance - STD	9.45
			Disability Insurance - STD	9.45
			Disability Insurance - STD	9.45
			Disability Insurance - STD	9.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			<b>000009</b>	
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	FEB PREMIUM	161.33-
			ADJUST PAYROLL DEDUCTIONS	182.17-
			Flex Account	49.16
			Flex Account	274.16
			Flex Account	49.16
			Flex Account	274.16
		ONE TIME VENDOR STEWART, HEATHER J	Bond Refund:0142 -01	100.00
		STEWART, HEATHER J	Bond Refund:0142 -01	100.00-
		STEWART, HEATHER J	Bond Refund:0142 -01	100.00
			<b>TOTAL:</b>	<b>49,772.33</b>
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	13.95-
			Medicare	3.26-
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	125.04
			Flex Account	125.04
			<b>TOTAL:</b>	<b>232.87</b>
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	54.50
			Dental Insurance Premiums	54.50
			Dental Insurance Premiums	54.50
			Dental Insurance Premiums	54.50
			Health Insurance Contribut	782.00
			Health Insurance Contribut	782.00
			Health Insurance Contribut	782.00
			Health Insurance Contribut	782.00
			Vision Insurance Contribut	6.50
			Vision Insurance Contribut	6.50
			Vision Insurance Contribut	6.50
			Vision Insurance Contribut	6.50
		INTERNAL REVENUE SERVICE	FICA	409.36
			Medicare	95.74
		ICMA	Retirement 401	396.16
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	28.55
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
			American Fidelity	10.42
			American Fidelity	10.42
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Life & AD&D Insurance Prem	4.60
			Life & AD&D Insurance Prem	4.60
			Life & AD&D Insurance Prem	4.60
			Life & AD&D Insurance Prem	4.60
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	16.80
			Short Term Disability Ins	16.80
			Short Term Disability Ins	16.80
			Short Term Disability Ins	16.80
			<b>TOTAL:</b>	<b>4,429.09</b>
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	54.50
			Dental Insurance Premiums	54.50
			Dental Insurance Premiums	54.50
			Dental Insurance Premiums	54.50
			Dental Insurance Premium	31.00
			Dental Insurance Premium	31.00
			Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Health Insurance Contribu	205.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000010	AMOUNT
			Health Insurance Contribu		205.50
			Health Insurance Contribut		176.50
			Health Insurance Contribut		176.50
			Health Insurance Contribut		176.50
			Health Insurance Contribut		176.50
			Health Insurance Contribut		782.00
			Health Insurance Contribut		782.00
			Health Insurance Contribut		782.00
			Health Insurance Contribut		782.00
			Health Insurance Contribut		782.00
			<b>Vision Insurance Contribut</b>		<b>3.50</b>
			Vision Insurance Contribut		3.50
			Vision Insurance Contribut		1.75
			Vision Insurance Contribut		1.75
			Vision Insurance Contribut		6.50
			Vision Insurance Contribut		6.50
			Vision Insurance Contribut		6.50
			Vision Insurance Contribut		6.50
			Vision Insurance Contribut		6.50
		INTERNAL REVENUE SERVICE	FICA		399.35
			Medicare		93.39
		ICMA	Retirement 401		360.05
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Life & AD&D Insurance Prem		4.60
			Life & AD&D Insurance Prem		4.60
			Life & AD&D Insurance Prem		4.60
			Life & AD&D Insurance Prem		4.60
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins		7.95
			Short Term Disability Ins		7.95
			Short Term Disability Ins		7.95
			Short Term Disability Ins		7.95
			Short Term Disability Ins		25.20
			Short Term Disability Ins		25.20
			Short Term Disability Ins		16.80
			Short Term Disability Ins		16.80
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account		10.42
			Flex Account		10.42
			TOTAL:		5,600.33
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		54.50
			Dental Insurance Premiums		54.50
			Dental Insurance Premiums		54.50
			Dental Insurance Premiums		54.50
			Dental Insurance Premium		15.50
			Dental Insurance Premium		15.50
			Dental Insurance Premium		15.50
			Dental Insurance Premium		15.50
			Health Insurance Premiums		472.50
			Health Insurance Premiums		472.50
			Health Insurance Premiums		472.50
			Health Insurance Premiums		472.50
			Health Insurance Contribut		451.50
			Health Insurance Contribut		451.50
			Health Insurance Contribut		451.50
			Health Insurance Contribut		451.50
			Health Insurance Contribut		391.00
			Health Insurance Contribut		391.00
			Health Insurance Contribut		391.00
			Health Insurance Contribut		391.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	9.50
			Vision Insurance Contribut	9.50
			Vision Insurance Contribut	9.50
			Vision Insurance Contribut	9.50
			Vision Insurance Contribut	3.25
			Vision Insurance Contribut	3.25
			Vision Insurance Contribut	3.25
			Vision Insurance Contribut	3.25
		INTERNAL REVENUE SERVICE	FICA	473.06
			<b>Medicare</b>	<b>110.64</b>
		ICMA	Retirement 401	457.81
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	33.60
			Short Term Disability Ins	33.60
			Short Term Disability Ins	33.60
			Short Term Disability Ins	33.60
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	10.42
			Flex Account	10.42
			Flex Account	10.42
			Flex Account	10.42
			<b>TOTAL:</b>	<b>6,808.59</b>
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Health Insurance Contribu	205.50
			Health Insurance Contribu	205.50
			Health Insurance Contribu	205.50
			Health Insurance Contribu	205.50
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	1.75
		INTERNAL REVENUE SERVICE	FICA	95.85
			Medicare	22.42
		ICMA	Retirement 401	92.76
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity	10.42
			Amerian Fidelity	10.42
			Amerian Fidelity	10.42
			Amerian Fidelity	10.42
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	8.40
			Short Term Disability Ins	8.40
			Short Term Disability Ins	8.40
			Short Term Disability Ins	8.40
			<b>TOTAL:</b>	<b>1,177.31</b>
City Attorney	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	27.25
			Dental Insurance Premiums	27.25
			Dental Insurance Premiums	27.25
			Dental Insurance Premiums	27.25
			Health Insurance Contribut	451.50
			Health Insurance Contribut	451.50
			Health Insurance Contribut	451.50
			Health Insurance Contribut	451.50
			Vision Insurance Contribut	4.75
			Vision Insurance Contribut	4.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				<b>000012</b>
			Vision Insurance Contribut	4.75
			Vision Insurance Contribut	4.75
		INTERNAL REVENUE SERVICE	FICA	272.58
			Medicare	63.75
		ICMA	Retirement 401	263.79
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	8.40
			Short Term Disability Ins	8.40
			Short Term Disability Ins	8.40
			Short Term Disability Ins	8.40
			<b>TOTAL:</b>	<b>2,567.72</b>
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	81.75
			Dental Insurance Premiums	81.75
			Dental Insurance Premiums	81.75
			Dental Insurance Premiums	81.75
			Dental Insurance Premium	8.04
			Dental Insurance Premium	8.04
			Health Insurance Contribut	91.57
			Health Insurance Contribut	91.57
			Health Insurance Contribut	1,354.50
			Health Insurance Contribut	1,354.50
			Health Insurance Contribut	1,354.50
			Health Insurance Contribut	1,354.50
			Vision Insurance Contribut	14.25
			Vision Insurance Contribut	14.25
			Vision Insurance Contribut	14.25
			Vision Insurance Contribut	14.25
			Vision Insurance Contribut	0.91
			Vision Insurance Contribut	0.91
		INTERNAL REVENUE SERVICE	FICA	313.84
			Medicare	73.40
		ICMA	Retirement 401	303.71
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	111.90
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Life & AD&D Insurance Prem	2.13
			Life & AD&D Insurance Prem	2.13
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	29.56
			Short Term Disability Ins	29.56
			Short Term Disability Ins	25.20
			Short Term Disability Ins	25.20
			<b>TOTAL:</b>	<b>6,919.67</b>
Building Maintenance	General Fund	AMEREN MISSOURI	CITY HALL SERVICE	3,186.89
		ALLIED WASTE SERVICES #435	CITY HALL TRASH SERVICE	129.63
		CULLIGAN LAKE OF THE OZARKS	SALT	7.57
		BANKCARD CENTER 7433	PAPER RECYCLING CONTAINERS	234.61
			<b>TOTAL:</b>	<b>3,558.70</b>
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	54.50
			Dental Insurance Premiums	54.50
			Dental Insurance Premiums	54.50
			Dental Insurance Premiums	54.50
			Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Health Insurance Contribut	176.50

000013

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	176.50
			Health Insurance Contribut	176.50
			Health Insurance Contribut	176.50
			Health Insurance Contribut	903.00
			Health Insurance Contribut	903.00
			Health Insurance Contribut	903.00
			Health Insurance Contribut	903.00
			Vision Insurance Contribut	4.75
			Vision Insurance Contribut	4.75
			<b>Vision Insurance Contribut</b>	<b>4.75</b>
			Vision Insurance Contribut	4.75
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	3.25
			Vision Insurance Contribut	3.25
			Vision Insurance Contribut	3.25
			Vision Insurance Contribut	3.25
		ALLIED WASTE SERVICES #435	PARK TRASH SERVICE	47.05
		AMEREN MISSOURI	CITY PARK #2 DISPLAY C	10.31
			FISH HATCHERY RD SOCCER FL	19.54
			CITY PARK #2 DISPLAY D	10.31
			FISH HATCHERY RD BALL FIEL	267.11
			CITY PARK #2 DISPLAY B	9.79
			CITY PARK #2 DISPLAY A	9.79
			CITY PARK #2 IRRIGATION PU	10.31
		HANDY JON	RENTAL 02/01-02/29	84.15
		MO STATE HWY PATROL CJ	LIQUOR LICENSE REQUIREMENT	10.00
		INTERNAL REVENUE SERVICE	FICA	279.91
			Medicare	65.46
		ICMA	Retirement 401	219.28
		BANKCARD CENTER 5106	CELL PH CASE, AUTO PWR ADP	27.43
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	190.70
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	25.20
			Short Term Disability Ins	25.20
			Short Term Disability Ins	25.20
			Short Term Disability Ins	25.20
			TOTAL:	5,998.94
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	27.25
			Dental Insurance Premiums	27.25
			Dental Insurance Premiums	27.25
			Dental Insurance Premiums	27.25
			Health Insurance Contribut	391.00
			Health Insurance Contribut	391.00
			Health Insurance Contribut	391.00
			Health Insurance Contribut	391.00
			Vision Insurance Contribut	3.25
			Vision Insurance Contribut	3.25
			Vision Insurance Contribut	3.25
			Vision Insurance Contribut	3.25
		INTERNAL REVENUE SERVICE	FICA	121.29
			Medicare	28.37
		ICMA	Retirement 401	117.38
		BANKCARD CENTER 5106	CITY BUCKS	1,245.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000014	AMOUNT
		BANKCARD CENTER 7433	CITY BUCKS		2,000.00
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins		8.40
			Short Term Disability Ins		8.40
			Short Term Disability Ins		8.40
			Short Term Disability Ins		8.40
		BANKCARD CENTER 0833	CITY BUCKS		<u>1,000.00</u>
			TOTAL:		6,231.64
Overhead	General Fund	LAKE REGIONAL HEALTH SYSTEM	WORKER'S COMP		1,422.00
			WORKER'S COMP		<u>1,146.00</u>
			TOTAL:		2,568.00
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		572.25
			Dental Insurance Premiums		572.25
			Dental Insurance Premiums		572.25
			Dental Insurance Premiums		572.25
			Dental Insurance Premium		108.50
			Dental Insurance Premium		108.50
			Dental Insurance Premium		108.50
			Dental Insurance Premium		108.50
			Health Insurance Contribu		205.50
			Health Insurance Contribu		205.50
			Health Insurance Contribu		205.50
			Health Insurance Contribu		205.50
			Health Insurance Premiums		472.50
			Health Insurance Premiums		472.50
			Health Insurance Premiums		472.50
			Health Insurance Premiums		472.50
			Health Insurance Premium		192.00
			Health Insurance Premium		192.00
			Health Insurance Premium		192.00
			Health Insurance Premium		192.00
			Health Insurance Contribut		1,059.00
			Health Insurance Contribut		1,059.00
			Health Insurance Contribut		1,059.00
			Health Insurance Contribut		1,059.00
			Health Insurance Contribut		2,709.00
			Health Insurance Contribut		2,709.00
			Health Insurance Contribut		2,709.00
			Health Insurance Contribut		2,709.00
			Health Insurance Contribut		4,301.00
			Health Insurance Contribut		4,301.00
			Health Insurance Contribut		4,301.00
			Health Insurance Contribut		4,301.00
			Health Insurance Premiums		441.00
			Health Insurance Premiums		441.00
			Health Insurance Premiums		441.00
			Health Insurance Premiums		441.00
			Vision Insurance Contribut		38.00
			Vision Insurance Contribut		38.00
			Vision Insurance Contribut		38.00
			Vision Insurance Contribut		38.00
			Vision Insurance Contribut		12.25
			Vision Insurance Contribut		12.25
			Vision Insurance Contribut		12.25
			Vision Insurance Contribut		12.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				<b>000015</b>
			Vision Insurance Contribut	32.50
			Vision Insurance Contribut	32.50
			Vision Insurance Contribut	32.50
			Vision Insurance Contribut	32.50
		INTERNAL REVENUE SERVICE	FICA	3,025.46
			Medicare	707.58
		ICMA	Retirement 401	2,909.85
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	198.90
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity	31.26
			<b>Amerian Fidelity</b>	<b>31.26</b>
			Amerian Fidelity	31.26
			<b>Amerian Fidelity</b>	<b>31.26</b>
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Life & AD&D Insurance Prem	3.60
			Life & AD&D Insurance Prem	3.60
			Life & AD&D Insurance Prem	3.60
			Life & AD&D Insurance Prem	3.60
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	226.80
			Short Term Disability Ins	226.80
			Short Term Disability Ins	226.80
			Short Term Disability Ins	226.80
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	31.26
			Flex Account	31.26
			Flex Account	31.26
			Flex Account	31.26
			TOTAL:	48,587.47
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	218.00
			Dental Insurance Premiums	218.00
			Dental Insurance Premiums	218.00
			Dental Insurance Premiums	218.00
			Dental Insurance Premium	31.00
			Dental Insurance Premium	31.00
			Dental Insurance Premium	31.00
			Dental Insurance Premium	31.00
			Dental Insurance Premium	31.00
			Health Insurance Premiums	472.50
			Health Insurance Premiums	472.50
			Health Insurance Premiums	472.50
			Health Insurance Premiums	472.50
			Health Insurance Contribut	353.00
			Health Insurance Contribut	353.00
			Health Insurance Contribut	353.00
			Health Insurance Contribut	353.00
			Health Insurance Contribut	782.00
			Health Insurance Contribut	782.00
			Health Insurance Contribut	782.00
			Health Insurance Contribut	782.00
			Health Insurance Premiums	1,323.00
			Health Insurance Premiums	1,323.00
			Health Insurance Premiums	1,323.00
			Health Insurance Premiums	1,323.00
			Vision Insurance Contribut	9.50
			Vision Insurance Contribut	9.50
			Vision Insurance Contribut	9.50
			Vision Insurance Contribut	9.50
			Vision Insurance Contribut	3.50
			Vision Insurance Contribut	3.50

**000016**

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	3.50
			Vision Insurance Contribut	3.50
			Vision Insurance Contribut	6.50
			Vision Insurance Contribut	6.50
			Vision Insurance Contribut	6.50
			Vision Insurance Contribut	6.50
		INTERNAL REVENUE SERVICE	FICA	823.83
			Medicare	192.68
		ICMA	Retirement 401	797.26
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	20.84
			American Fidelity	20.84
			American Fidelity	20.84
			American Fidelity	20.84
			American Fidelity	20.84
			American Fidelity	20.84
			American Fidelity	20.84
			American Fidelity	20.84
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	16.58
			Short Term Disability Ins	16.58
			Short Term Disability Ins	16.58
			Short Term Disability Ins	16.58
			Short Term Disability Ins	75.60
			Short Term Disability Ins	75.60
			Short Term Disability Ins	75.60
			Short Term Disability Ins	75.60
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	10.42
			Flex Account	10.42
			Flex Account	10.42
			Flex Account	10.42
			TOTAL:	15,186.89
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	54.50
			Dental Insurance Premiums	54.50
			Dental Insurance Premiums	54.50
			Dental Insurance Premiums	54.50
			Health Insurance Contribut	176.50
			Health Insurance Contribut	176.50
			Health Insurance Contribut	176.50
			Health Insurance Contribut	176.50
			Health Insurance Contribut	451.50
			Health Insurance Contribut	451.50
			Health Insurance Contribut	451.50
			Health Insurance Contribut	451.50
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	3.25
			Vision Insurance Contribut	3.25
			Vision Insurance Contribut	3.25
			Vision Insurance Contribut	3.25
		INTERNAL REVENUE SERVICE	FICA	272.04
			Medicare	63.63
		ICMA	Retirement 401	263.27
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	28.25
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	5.04

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000017	AMOUNT
			American Fidelity		5.04
			American Fidelity		5.04
			American Fidelity		5.04
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Life & AD&D Insurance Prem		4.10
			Life & AD&D Insurance Prem		4.10
			Life & AD&D Insurance Prem		4.10
			Life & AD&D Insurance Prem		4.10
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins		21.00
			Short Term Disability Ins		21.00
			<b>Short Term Disability Ins</b>		<b>21.00</b>
			Short Term Disability Ins		21.00
			TOTAL:		3,497.75
Engineering	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		27.25
			Dental Insurance Premiums		27.25
			Dental Insurance Premiums		27.25
			Dental Insurance Premiums		27.25
			Dental Insurance Premium		22.96
			Dental Insurance Premium		22.96
			Dental Insurance Premium		31.00
			Dental Insurance Premium		31.00
			Health Insurance Contribut		261.43
			Health Insurance Contribut		261.43
			Health Insurance Contribut		353.00
			Health Insurance Contribut		353.00
			Health Insurance Contribut		903.00
			Health Insurance Contribut		903.00
			Health Insurance Contribut		903.00
			Health Insurance Contribut		903.00
			Health Insurance Contribut		903.00
			Vision Insurance Contribut		4.75
			Vision Insurance Contribut		4.75
			Vision Insurance Contribut		4.75
			Vision Insurance Contribut		4.75
			Vision Insurance Contribut		4.34
			Vision Insurance Contribut		4.34
			Vision Insurance Contribut		5.25
			Vision Insurance Contribut		5.25
		INTERNAL REVENUE SERVICE	FICA		512.37
			Medicare		119.84
		ICMA	Retirement 401		495.83
		BANKCARD CENTER 5106	TRANSPORTATION ENG ASSOC M		150.00
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		139.25
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity		5.04
			American Fidelity		5.04
			American Fidelity		5.04
			American Fidelity		5.04
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Life & AD&D Insurance Prem		1.97
			Life & AD&D Insurance Prem		1.97
			Life & AD&D Insurance Prem		4.10
			Life & AD&D Insurance Prem		4.10
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins		33.44
			Short Term Disability Ins		33.44
			Short Term Disability Ins		37.80
			Short Term Disability Ins		37.80
			TOTAL:		6,688.03

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000018	AMOUNT
Information Technology	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		27.25
			Dental Insurance Premiums		27.25
			Dental Insurance Premiums		27.25
			Dental Insurance Premiums		27.25
			Dental Insurance Premium		15.50
			Dental Insurance Premium		15.50
			Dental Insurance Premium		15.50
			Dental Insurance Premium		15.50
			Health Insurance Premium		192.00
			<b>Health Insurance Premium</b>		<b>192.00</b>
			Health Insurance Premium		192.00
			Health Insurance Premium		192.00
			Health Insurance Contribut		176.50
			Health Insurance Contribut		176.50
			Health Insurance Contribut		176.50
			Health Insurance Contribut		176.50
			Vision Insurance Contribut		3.50
			Vision Insurance Contribut		3.50
			Vision Insurance Contribut		3.50
			Vision Insurance Contribut		3.50
		INTERNAL REVENUE SERVICE	FICA		295.89
			Medicare		69.20
		ICMA	Retirement 401		286.35
		AT&T INTERNET/IP SERVICES	SERVICE 02/19-03/18/12		852.50
		AT & T /EMSGTWY_SBC	JAN SERVICE		141.07
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE		68.24
			MDT CELL PHONE SERV		1,091.80
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Life & AD&D Insurance Prem		3.60
			Life & AD&D Insurance Prem		3.60
			Life & AD&D Insurance Prem		3.60
			Life & AD&D Insurance Prem		3.60
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins		16.80
			Short Term Disability Ins		16.80
			Short Term Disability Ins		16.80
			Short Term Disability Ins		16.80
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account		10.42
			Flex Account		10.42
			Flex Account		10.42
			Flex Account		10.42
			<b>TOTAL:</b>		<b>4,587.33</b>
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums		70.50
			Dental Insurance Premiums		70.50
			Dental Insurance Premiums		70.50
			Dental Insurance Premiums		70.50
			Health Insurance Premiums		82.50
			Health Insurance Premiums		82.50
			Health Insurance Premiums		82.50
			Health Insurance Premiums		82.50
			Health Insurance Contribut		25.00
			Health Insurance Contribut		25.00
			Health Insurance Contribut		25.00
			Health Insurance Contribut		25.00
			Health Insurance Contribut		49.95
			Health Insurance Contribut		49.95
			Health Insurance Contribut		49.95

000019

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	49.95
			Health Insurance Premiums	63.00
			Health Insurance Premiums	63.00
			Health Insurance Premiums	63.00
			Health Insurance Premiums	63.00
			Health Insurance Premiums	63.00
			Vision Insurance Contribut	3.50
			Vision Insurance Contribut	3.50
			Vision Insurance Contribut	3.50
			Vision Insurance Contribut	3.50
			<b>Vision Insurance Contribut</b>	<b>9.75</b>
			Vision Insurance Contribut	9.75
			Vision Insurance Contribut	9.75
			Vision Insurance Contribut	9.75
			Vision Insurance Contribut	9.75
		MO DEPT OF REVENUE	State Withholding	411.83
		INTERNAL REVENUE SERVICE	Fed WH	1,254.13
			FICA	488.70
			Medicare	168.71
		ICMA	Retirement 457	50.00
			Loan Repayments	60.91
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	104.50
			American Fidelity	104.50
			American Fidelity	104.50
			American Fidelity	104.50
			Amerian Fidelity	75.38
			Amerian Fidelity	75.38
			Amerian Fidelity	75.38
			Amerian Fidelity	75.38
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Life & AD&D Insurance Prem	1.00
			Life & AD&D Insurance Prem	1.00
			Life & AD&D Insurance Prem	1.00
			Life & AD&D Insurance Prem	1.00
			<b>TOTAL:</b>	<b>4,374.60</b>
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	163.50
			Dental Insurance Premiums	163.50
			Dental Insurance Premiums	163.50
			Dental Insurance Premiums	163.50
			Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Health Insurance Premiums	472.50
			Health Insurance Premiums	472.50
			Health Insurance Premiums	472.50
			Health Insurance Premiums	472.50
			Health Insurance Contribut	176.50
			Health Insurance Contribut	176.50
			Health Insurance Contribut	176.50
			Health Insurance Contribut	176.50
			Health Insurance Contribut	451.50
			Health Insurance Contribut	451.50
			Health Insurance Contribut	451.50
			Health Insurance Contribut	451.50
			Health Insurance Contribut	1,301.92
			Health Insurance Contribut	1,301.92
			Health Insurance Contribut	1,301.92

**000020**

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	1,301.92
			Health Insurance Premiums	882.00
			Health Insurance Premiums	882.00
			Health Insurance Premiums	882.00
			Health Insurance Premiums	882.00
			Vision Insurance Contribut	3.50
			Vision Insurance Contribut	3.50
			Vision Insurance Contribut	3.50
			Vision Insurance Contribut	3.50
			<b>Vision Insurance Contribut</b>	<b>9.75</b>
			Vision Insurance Contribut	9.75
			Vision Insurance Contribut	9.75
			Vision Insurance Contribut	9.75
		AMEREN MISSOURI	STREET LIGHTS	1,182.00
		AMEREN MISSOURI	680 PASSOVER RD LIGHTING C	104.02
			KETTERLIN IN PK FEEDER	200.62
			KETTERLIN PK STORAGE FACIL	10.67
		INTERNAL REVENUE SERVICE	FICA	721.41
			Medicare	168.71
		LAKE REGIONAL HEALTH SYSTEM	WORKER'S COMP	632.55
		ICMA	Retirement 401	698.14
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity	10.42
			Amerian Fidelity	10.42
			Amerian Fidelity	10.42
			Amerian Fidelity	10.42
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Life & AD&D Insurance Prem	4.10
			Life & AD&D Insurance Prem	4.10
			Life & AD&D Insurance Prem	4.10
			Life & AD&D Insurance Prem	4.10
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	7.65
			Short Term Disability Ins	7.65
			Short Term Disability Ins	7.65
			Short Term Disability Ins	7.65
			Short Term Disability Ins	61.57
			Short Term Disability Ins	61.57
			Short Term Disability Ins	61.57
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	20.84
			Flex Account	20.84
			Flex Account	20.84
			Flex Account	20.84
			<b>TOTAL:</b>	<b>18,043.12</b>
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	35.24
			Dental Insurance Premiums	35.24
			Dental Insurance Premiums	35.24
			Dental Insurance Premiums	35.24
			Health Insurance Contribut	37.50
			Health Insurance Contribut	37.50
			Health Insurance Contribut	37.50
			Health Insurance Contribut	37.50
			Health Insurance Contribut	20.02
			Health Insurance Contribut	20.02
			Health Insurance Contribut	20.02
			Health Insurance Contribut	20.02
			Health Insurance Contribut	20.02
			Health Insurance Premiums	15.75

**000021**

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Premiums	15.75
			Health Insurance Premiums	15.75
			Health Insurance Premiums	15.75
			Vision Insurance Contribut	7.12
			Vision Insurance Contribut	7.12
			Vision Insurance Contribut	7.12
			Vision Insurance Contribut	7.12
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	1.75
			<b>Vision Insurance Contribut</b>	<b>1.75</b>
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	4.87
			Vision Insurance Contribut	4.87
			Vision Insurance Contribut	4.87
			Vision Insurance Contribut	4.87
		MO DEPT OF REVENUE	State Withholding	235.53
		INTERNAL REVENUE SERVICE	Fed WH	766.37
			FICA	320.97
			Medicare	110.81
		PRE PAID LEGAL SERVICES INC DBA	Pre-Paid Legal Premiums	20.45
			Pre-Paid Legal Premiums	20.45
			Pre-Paid Legal Premiums	20.45
			Pre-Paid Legal Premiums	20.45
		ICMA	Retirement 457	25.00
			Loan Repayments	16.89
			Loan Repayments	22.97
			401 Loan Payment	101.82
			401 Loan Payment	75.98
			Loan Repayments	68.06
		CAMDEN COUNTY RECORDER OF DEEDS	WATER LIENS	12.50
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	69.91
			American Fidelity	69.91
			American Fidelity	69.91
			American Fidelity	69.91
			Amerian Fidelity	138.24
			Amerian Fidelity	138.24
			Amerian Fidelity	138.24
			Amerian Fidelity	138.24
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up	18.90
			Group Life Ins and Buy Up	18.90
			Group Life Ins and Buy Up	18.90
			Group Life Ins and Buy Up	18.90
			TOTAL:	3,235.90
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	81.75
			Dental Insurance Premiums	81.76
			Dental Insurance Premiums	81.75
			Dental Insurance Premiums	81.76
			Dental Insurance Premium	31.00
			Dental Insurance Premium	31.00
			Dental Insurance Premium	31.00
			Dental Insurance Premium	31.00
			Health Insurance Contribut	353.00
			Health Insurance Contribut	353.00
			Health Insurance Contribut	353.00
			Health Insurance Contribut	353.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				<b>000022</b>
			Health Insurance Contribut	677.24
			Health Insurance Contribut	677.25
			Health Insurance Contribut	677.24
			Health Insurance Contribut	677.25
			Health Insurance Contribut	521.88
			Health Insurance Contribut	521.88
			Health Insurance Contribut	521.88
			Health Insurance Contribut	521.88
			Health Insurance Premiums	220.50
			<b>Health Insurance Premiums</b>	<b>220.50</b>
			Health Insurance Premiums	220.50
			Health Insurance Premiums	220.50
			Vision Insurance Contribut	7.13
			Vision Insurance Contribut	7.13
			Vision Insurance Contribut	7.13
			Vision Insurance Contribut	7.13
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	1.75
			Vision Insurance Contribut	4.88
			Vision Insurance Contribut	4.88
			Vision Insurance Contribut	4.88
			Vision Insurance Contribut	4.88
		AMEREN MISSOURI	COLUMBIA COLLEGE WELL	2,220.22
		AMEREN MISSOURI	PARKVIEW WELL	409.46
			BLUFF RD WATER TOWER	331.72
			COLLEGE WELL	153.52
			HOLIDAY SHORES WELL	102.82
			KETTERLIN IN PK FEEDER	200.62
			COLUMBIA COLLEGE TOWER	159.52
		RICHARDS, RON	MILEAGE REIMB 02/15-02/21/	45.29
		INTERNAL REVENUE SERVICE	FICA	473.83
			Medicare	110.82
		ICMA	Retirement 401	458.54
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	73.11
		RUBLE, JUSTIN	MILEAGE REIMB 02/22-02/28/	37.74
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Life & AD&D Insurance Prem	3.60
			Life & AD&D Insurance Prem	3.60
			Life & AD&D Insurance Prem	3.60
			Life & AD&D Insurance Prem	3.60
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	8.35
			Short Term Disability Ins	8.35
			Short Term Disability Ins	8.35
			Short Term Disability Ins	8.35
			Short Term Disability Ins	36.41
			Short Term Disability Ins	36.41
			Short Term Disability Ins	36.41
			Short Term Disability Ins	36.41
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	5.21
			Flex Account	5.21
			Flex Account	5.21
			Flex Account	<u>5.21</u>
			TOTAL:	12,588.05
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	82.26

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000023	AMOUNT
			Dental Insurance Premiums		82.26
			Dental Insurance Premiums		82.26
			Dental Insurance Premiums		82.26
			Health Insurance Contribut		87.50
			Health Insurance Contribut		87.50
			Health Insurance Contribut		87.50
			Health Insurance Contribut		87.50
			Health Insurance Contribut		35.03
			Health Insurance Contribut		35.03
			<b>Health Insurance Contribut</b>		<b>35.03</b>
			Health Insurance Contribut		35.03
			Health Insurance Premiums		15.75
			Health Insurance Premiums		15.75
			Health Insurance Premiums		15.75
			Health Insurance Premiums		15.75
			Vision Insurance Contribut		11.88
			Vision Insurance Contribut		11.88
			Vision Insurance Contribut		11.88
			Vision Insurance Contribut		11.88
			Vision Insurance Contribut		4.88
			Vision Insurance Contribut		4.88
			Vision Insurance Contribut		4.88
			Vision Insurance Contribut		4.88
		MO DEPT OF REVENUE	State Withholding		327.64
		INTERNAL REVENUE SERVICE	Fed WH		1,219.35
			FICA		481.97
			Medicare		166.40
		PRE PAID LEGAL SERVICES INC DBA	Pre-Paid Legal Premiums		25.43
			Pre-Paid Legal Premiums		25.43
			Pre-Paid Legal Premiums		25.43
			Pre-Paid Legal Premiums		25.43
		ICMA	Retirement 457		45.00
			Loan Repayments		193.04
			Loan Repayments		65.23
			401 Loan Payment		177.18
			Loan Repayments		94.62
		CAMDEN COURT	Case #07CM-AC00640		107.31
		CAMDEN COUNTY RECORDER OF DEEDS	SEWER LIENS		12.50
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity		105.71
			American Fidelity		105.71
			American Fidelity		105.71
			American Fidelity		105.71
			Amerian Fidelity		120.91
			Amerian Fidelity		120.91
			Amerian Fidelity		120.91
			Amerian Fidelity		120.91
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up		7.20
			Group Life Ins and Buy Up		7.20
			Group Life Ins and Buy Up		7.20
			Group Life Ins and Buy Up		7.20
			TOTAL:		4,876.44
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		190.75
			Dental Insurance Premiums		190.74
			Dental Insurance Premiums		190.75
			Dental Insurance Premiums		190.74

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Health Insurance Contribut	176.50
			Health Insurance Contribut	176.50
			Health Insurance Contribut	176.50
			Health Insurance Contribut	176.50
			Health Insurance Contribut	1,580.26
			Health Insurance Contribut	1,580.25
			Health Insurance Contribut	1,580.26
			Health Insurance Contribut	1,580.25
			Health Insurance Contribut	913.20
			Health Insurance Contribut	913.20
			Health Insurance Contribut	913.20
			Health Insurance Contribut	913.20
			Health Insurance Premiums	220.50
			Health Insurance Premiums	220.50
			Health Insurance Premiums	220.50
			Health Insurance Premiums	220.50
			Vision Insurance Contribut	11.87
			Vision Insurance Contribut	11.87
			Vision Insurance Contribut	11.87
			Vision Insurance Contribut	11.87
			Vision Insurance Contribut	4.87
			Vision Insurance Contribut	4.87
			Vision Insurance Contribut	4.87
			Vision Insurance Contribut	4.87
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	1,984.52
			GRINDER PUMPS & LIFT STATI	3,760.67
			GRINDER PUMPS & LIFT STATI	2,193.08
			GRINDER PUMPS & LIFT STATI	4,540.10
		AMEREN MISSOURI	835 E HWY 42 LIFT STATION	14.65
			SEWER WINDGATE BLDG	300.28
			5304 BROADWATER BAY SEWER	10.90
			1003 BLUFF GRINDER PUMP	10.75
			PASSOVER RD SEWER 917	45.39
			1184 JEFFRIES RD LIFT STAT	24.26
			COBBLESTONE DR LIFT STATIO	44.04
			4019 54 HWY GRINDER	9.79
			3797 OSAGE BEACH PKWY GRIN	15.49
			PASSOVER RD LIFT STATION	191.97
			3889 OSAGE BEACH PKWY GRIN	9.79
			PRAIRIE HOLLOW RD LIFT STA	18.22
			KETTERLIN IN PK FEEDER	200.61
			749 HWY 42 LIFT STATION	9.93
			800 HWY 42 LIFT STATION	9.79
		INTERNAL REVENUE SERVICE	FICA	711.47
			Medicare	166.39
		ICMA	Retirement 401	688.52
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	42.71
		DOLLISON, JOE	MILEAGE REIMB 02/15-02/21/	66.60
		EARP, NATHAN	MILEAGE REIMB 02/15-02/21/	27.75
		STARK, CHAD	MILEAGE REIMB 02/22-02/28/	56.61
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	29.39
			Short Term Disability Ins	29.39

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000025	AMOUNT
			Short Term Disability Ins		29.39
			Short Term Disability Ins		29.39
			Short Term Disability Ins		53.22
			Short Term Disability Ins		53.22
			Short Term Disability Ins		53.22
			Short Term Disability Ins		53.22
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account		15.63
			Flex Account		15.63
			Flex Account		15.63
			<b>Flex Account</b>		<b>15.63</b>
			TOTAL:		28,001.00
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		47.00
			Dental Insurance Premiums		47.00
			Dental Insurance Premiums		35.25
			Dental Insurance Premiums		35.25
			Health Insurance Contribut		45.00
			Health Insurance Contribut		45.00
			Health Insurance Contribut		30.00
			Health Insurance Contribut		30.00
			Vision Insurance Contribut		13.00
			Vision Insurance Contribut		13.00
			Vision Insurance Contribut		9.75
			Vision Insurance Contribut		9.75
		MO DEPT OF REVENUE	State Withholding		408.24
		INTERNAL REVENUE SERVICE	Fed WH		1,224.80
			FICA		454.05
			Medicare		156.74
		PRE PAID LEGAL SERVICES INC DBA	Pre-Paid Legal Premiums		16.95
			Pre-Paid Legal Premiums		16.95
			Pre-Paid Legal Premiums		16.95
			Pre-Paid Legal Premiums		16.95
		AFLAC	Aflac Insurance Premiums		60.96
			Aflac Insurance Premiums		60.96
			Aflac Insurance Premiums		60.96
			Aflac Insurance Premiums		60.96
		CONTINENTAL AMERICAN INSURANCE	Aflac Critical Illness Pol		12.97
			Aflac Critical Illness Pol		12.97
			Aflac Critical Illness Pol		12.97
			Aflac Critical Illness Pol		12.97
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity		87.47
			American Fidelity		87.47
			American Fidelity		87.47
			American Fidelity		87.47
			Amerian Fidelity		103.35
			Amerian Fidelity		103.35
			Amerian Fidelity		103.35
			Amerian Fidelity		103.35
		THE LINCOLN NATIONAL LIFE INSURANCE CO	Group Life Ins and Buy Up		35.00
			Group Life Ins and Buy Up		35.00
			Group Life Ins and Buy Up		35.00
			Group Life Ins and Buy Up		35.00
			TOTAL:		3,870.63
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums		109.00
			Dental Insurance Premiums		109.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				<b>000026</b>
			Dental Insurance Premiums	81.75
			Dental Insurance Premiums	81.75
			Health Insurance Contribut	176.50
			Health Insurance Contribut	176.50
			Health Insurance Contribut	176.50
			Health Insurance Contribut	176.50
			Health Insurance Contribut	1,173.00
			Health Insurance Contribut	1,173.00
			Health Insurance Contribut	782.00
			<b>Health Insurance Contribut</b>	<b>782.00</b>
			Vision Insurance Contribut	13.00
			Vision Insurance Contribut	13.00
			Vision Insurance Contribut	9.75
			Vision Insurance Contribut	9.75
		INTERNAL REVENUE SERVICE	FICA	670.27
			Medicare	156.74
		ICMA	Retirement 401	455.41
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	84.46
		CONTINENTAL AMERICAN INSURANCE	Aflac Critical Illness Pol	20.84
			Aflac Critical Illness Pol	20.84
			Aflac Critical Illness Pol	20.84
			Aflac Critical Illness Pol	20.84
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	8.26
			Short Term Disability Ins	8.26
			Short Term Disability Ins	8.26
			Short Term Disability Ins	8.26
			Short Term Disability Ins	42.00
			Short Term Disability Ins	42.00
			Short Term Disability Ins	33.60
			Short Term Disability Ins	33.60
			TOTAL:	6,677.48
NON-DEPARTMENTAL		Lee C. Fine Airpor	MIDWEST PUBLIC RISK	
			Dental Insurance Premiums	28.20
			Dental Insurance Premiums	28.20
			Dental Insurance Premiums	28.20
			Dental Insurance Premiums	28.20
			Health Insurance Contribut	15.00
			Health Insurance Contribut	15.00
			Health Insurance Contribut	15.00
			Health Insurance Contribut	15.00
			Health Insurance Premiums	25.20
			Health Insurance Premiums	25.20
			Health Insurance Premiums	25.20
			Health Insurance Premiums	25.20
			Vision Insurance Contribut	4.75
			Vision Insurance Contribut	4.75
			Vision Insurance Contribut	4.75
			Vision Insurance Contribut	4.75
			Vision Insurance Contribut	2.80
			Vision Insurance Contribut	2.80
			Vision Insurance Contribut	2.80
			Vision Insurance Contribut	2.80
			Vision Insurance Contribut	2.60
			Vision Insurance Contribut	2.60
			Vision Insurance Contribut	2.60
			Vision Insurance Contribut	2.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			<b>000027</b>	
		MO DEPT OF REVENUE	State Withholding	99.40
		INTERNAL REVENUE SERVICE	Fed WH	343.70
			FICA	151.59
			Medicare	52.34
		ICMA	Retirment 457 &	111.31
			Loan Repayments	16.89
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	60.06
			American Fidelity	60.06
			American Fidelity	60.06
			<b>American Fidelity</b>	<b>60.06</b>
			Amerian Fidelity	34.85
			Amerian Fidelity	34.85
			Amerian Fidelity	34.85
			Amerian Fidelity	34.85
			<u>Amerian Fidelity</u>	<u>34.85</u>
			TOTAL:	1,469.07
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	65.40
			Dental Insurance Premiums	65.40
			Dental Insurance Premiums	65.40
			Dental Insurance Premiums	65.40
			Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Dental Insurance Premium	15.50
			Health Insurance Contribut	282.40
			Health Insurance Contribut	282.40
			Health Insurance Contribut	282.40
			Health Insurance Contribut	282.40
			Health Insurance Contribut	391.00
			Health Insurance Contribut	391.00
			Health Insurance Contribut	391.00
			Health Insurance Contribut	391.00
			Health Insurance Premiums	352.80
			Health Insurance Premiums	352.80
			Health Insurance Premiums	352.80
			Health Insurance Premiums	352.80
			Vision Insurance Contribut	4.75
			Vision Insurance Contribut	4.75
			Vision Insurance Contribut	4.75
			Vision Insurance Contribut	4.75
			Vision Insurance Contribut	2.80
			Vision Insurance Contribut	2.80
			Vision Insurance Contribut	2.80
			Vision Insurance Contribut	2.80
			Vision Insurance Contribut	2.60
			Vision Insurance Contribut	2.60
			Vision Insurance Contribut	2.60
			Vision Insurance Contribut	2.60
		ALLIED WASTE SERVICES #435	LCF AIRPORT TRASH SERVICE	54.93
		INTERNAL REVENUE SERVICE	FICA	223.77
			Medicare	52.34
		ICMA	Retirement 401	207.40
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	4.62
			Short Term Disability Ins	4.62
			Short Term Disability Ins	4.62
			Short Term Disability Ins	4.62

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000028	AMOUNT
			Short Term Disability Ins		23.52
			Short Term Disability Ins		23.52
			Short Term Disability Ins		23.52
			Short Term Disability Ins		23.52
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account		14.59
			Flex Account		14.59
			Flex Account		14.59
			Flex Account		14.59
					<u>14.59</u>
			TOTAL:		5,178.36
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums		30.55
			Dental Insurance Premiums		30.55
			Dental Insurance Premiums		30.55
			Dental Insurance Premiums		30.55
			Health Insurance Contribut		15.00
			Health Insurance Contribut		15.00
			Health Insurance Contribut		15.00
			Health Insurance Contribut		15.00
			Health Insurance Premiums		37.80
			Health Insurance Premiums		37.80
			Health Insurance Premiums		37.80
			Health Insurance Premiums		37.80
			Vision Insurance Contribut		0.70
			Vision Insurance Contribut		0.70
			Vision Insurance Contribut		0.70
			Vision Insurance Contribut		0.70
			Vision Insurance Contribut		3.90
			Vision Insurance Contribut		3.90
			Vision Insurance Contribut		3.90
			Vision Insurance Contribut		3.90
		MO DEPT OF REVENUE	State Withholding		74.60
		INTERNAL REVENUE SERVICE	Fed WH		223.05
			FICA		135.38
			Medicare		46.73
		ICMA	Retirment 457 &		74.20
		CONTINENTAL AMERICAN INSURANCE	Aflac Critical Illness Pol		26.76
			Aflac Critical Illness Pol		26.76
			Aflac Critical Illness Pol		26.76
			Aflac Critical Illness Pol		26.76
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account		17.58
			Flex Account		17.58
			Flex Account		17.58
			Flex Account		17.58
					<u>17.58</u>
			TOTAL:		1,083.12
Grand Glaize Airport	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums		70.85
			Dental Insurance Premiums		70.85
			Dental Insurance Premiums		70.85
			Dental Insurance Premiums		70.85
			Health Insurance Contribut		70.60
			Health Insurance Contribut		70.60
			Health Insurance Contribut		70.60
			Health Insurance Contribut		70.60
			Health Insurance Contribut		391.00
			Health Insurance Contribut		391.00
			Health Insurance Contribut		391.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				<b>000029</b>
			Health Insurance Contribut	391.00
			Health Insurance Premiums	529.20
			Health Insurance Premiums	529.20
			Health Insurance Premiums	529.20
			Health Insurance Premiums	529.20
			Vision Insurance Contribut	0.70
			Vision Insurance Contribut	0.70
			Vision Insurance Contribut	0.70
			Vision Insurance Contribut	0.70
			<b>Vision Insurance Contribut</b>	<b>3.90</b>
			Vision Insurance Contribut	3.90
			Vision Insurance Contribut	3.90
			Vision Insurance Contribut	3.90
		ALLIED WASTE SERVICES #435	GG AIRPORT TRASH SERVICE	54.93
		INTERNAL REVENUE SERVICE	FICA	199.84
			Medicare	46.73
		ICMA	Retirement 401	193.40
		AT & T MOBILITY-CELLS	CELL PHONE SERVICE	28.24
		AMERICAN UNITED LIFE INSURANCE CO	Short Term Disability Ins	3.08
			Short Term Disability Ins	3.08
			Short Term Disability Ins	3.08
			Short Term Disability Ins	3.08
			Short Term Disability Ins	18.48
			Short Term Disability Ins	18.48
			Short Term Disability Ins	18.48
			Short Term Disability Ins	18.48
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flex Account	16.67
			Flex Account	16.67
			Flex Account	16.67
			Flex Account	16.67
			TOTAL:	4,941.06
Non-Departmental		T.I.F. - Prewitt's UMB BANK NA	ADMINISTRATIVE FEES	3,396.26
			TOTAL:	3,396.26

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

10	General Fund	174,412.66
20	Transportation	22,417.72
30	Water Fund	15,823.95
35	Sewer Fund	32,877.44
40	Ambulance Fund	10,548.11
45	Lee C. Fine Airport Fund	6,647.43
47	Grand Glaize Airport Fund	6,024.18
60	T.I.F. - Prewitt's Point	3,396.26
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GRAND TOTAL:		272,147.75
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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000030	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	BOOKS & MISC SALES TAX		0.00
			TOTAL:		0.00
City Administrator	General Fund	STAPLES ADVANTAGE	TAPE		8.64
			TOTAL:		8.64
City Clerk	General Fund	STAPLES ADVANTAGE	DRUM KIT, TONER		439.36
			TOTAL:		439.36
City Treasurer	General Fund	GOVERNMENT FINANCE OFFICERS ASSOCIATIO	MEMBERSHIP - K BELL		160.00
			TOTAL:		160.00
Municipal Court	General Fund	WASHBURN, WILLIAM F	MUNICIPAL COURT JUDGE		1,763.17
			TOTAL:		1,763.17
City Attorney	General Fund	STAPLES ADVANTAGE	PENS, LGL PADS, FOLDERS		61.70
		INTERNATIONAL MUNICIPAL LAWYERS ASOC	MEMBERSHIP 3/1/12-2/28/13		375.00
			TOTAL:		436.70
Building Inspection	General Fund	FLEET ONE	BLDG DEPT FUEL		59.66
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG #1		37.82
			TOTAL:		97.48
Building Maintenance	General Fund	GB MAINTENANCE SUPPLY	CUPS, TOWELS, FOAM HAND CL		54.42
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOCOLATE		134.65
			WATER COOLER RENTAL		38.51
		STAPLES ADVANTAGE	PURELL		88.00
			HAND SANITIZER		70.40
			CUPS, PPR TOWELS		50.07
			PURELL		88.00-
		DANIEL W BUSCHHORN DBA	SCOTSMAN ICE MAKER		1,800.00
		EZARD'S 2840	POTTING SOIL		2.49
			TOTAL:		2,150.54
Parks	General Fund	RAPID SIGNS	OB PARKS & REC SIGN		235.00
		MEEKS BUILDING CENTER	THINNER, STAIN, PAIL, BRUS		94.54
		FLEET ONE	PARKS FUEL		123.45
			PARKS FUEL		174.27
		O'REILLY AUTOMOTIVE STORES INC 98850	HOSE CLAMP		1.41
			14" TIES		9.99
		LAKE SUN LEADER 81525 & 1586450	CITY PARK PARKING LOT BID		279.00
		ALPHAGRAPHS	BUSINESS CARD - BRIAN WILL		65.00
		EZARD'S 2860	HAND TOOL/ACCESSORY		6.59
			MAGNETIC NUTSETTER, FASTEN		7.03
			FASTENERS		7.99
		D&R TRUCKING SERVICE LLC	1" BASE		522.39
		LUCKY DISCOUNT LUMBER COMPANY	PARK STORAGE BUILDING		19,141.86
			TOTAL:		20,668.52
Human Resources	General Fund	MEEKS BUILDING CENTER	SPRAY PAINT, PRIMER, PVC		18.86
		NEW DIRECTIONS BEHAVIORAL HEALTH	QUARTERLY EAP SERVICES		580.62
		OCCUPATIONAL MEDICINE CLINIC	PRE-EMPLOYMENT TESTING		210.00
			DRUG TESTING		50.00
		PAUL'S CASH SAVER #602	CHILI/SOUP COOKOFF PRIZES		290.49
		OAKSTONE PUBLISHING LLC	TOP SAFETY-PERFORMANCE-HEA		594.00
		STAPLES ADVANTAGE	LABELS, FILE FLDR, CRD HLDR		209.36

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			RECEIVED DATE STAMP	77.50
			TOTAL:	2,030.83
Overhead	General Fund	ALPHAGRAPHICS	ENVELOPES	193.98
			TOTAL:	193.98
Police	General Fund	EWERS TIRES INC	TIRES	1,840.00
		FLEET ONE	PUBLIC SAFETY FUEL	1,491.88
			PUBLIC SAFETY CAR WASH	48.00
			PUBLIC SAFETY FUEL	1,470.86
			PUBLIC SAFETY CAR WASH	46.00
		MO POLICE CHIEFS ASSC	MEMBERSHIP DUES - M O'DAY	75.00
		O'REILLY AUTOMOTIVE STORES INC 98850	POWER SOCKET	12.49
			2-14.5 OZ TIREWT	7.98
		LAKE CLEANERS	UNIFORM CLEANING	532.75
		LAKE SUN LEADER 81525 & 1586450	VEHICLE MAINT BID	72.00
		LARRY'S LAKESIDE AUTO REPAIR INC	OIL CHG, BRAKES, TRNS SERV	408.82
			BATTERY #28	94.57
			FRONT BRAKE, TIE RODS #19	291.61
			OIL CHG, MOUNT, BAL, DSPTS	85.71
			OIL CHG, MOUNT, BAL, DSPTS	128.12
			TIRE REPAIR #19	24.00
			OIL CHG, A/T FLUID FLTR #3	161.98
		PSE INSTALLATION	VELCRO, ANTENNA/DOCKING, W	87.50
		REMINGTON ARMS CO INC	ARMORER'S COURSE FIELD-SCH	450.00
		SOUTHERN UNIFORM & EQUIPMENT	UNIFORMS	2,135.98
			UNIFORMS	227.24
		STAPLES ADVANTAGE	MEMORY CARD	72.76
			CHAIRMAT	269.76
			TONER, CPY PPR, CD-R, STOR	225.53
		RDJ SPECIALTIES INC	MOOD RETRACTABLE PENS	168.76
			MOOD RETRACTABLE PENS	168.75
		CITY OF EUREKA MO	ANNUAL NAPWDA WORKSHOP-FOR	175.00
			TOTAL:	10,773.05
911 Center	General Fund	WIRELESS USA INC	MARCH SERVICE	225.00
			TOTAL:	225.00
Planning	General Fund	FLEET ONE	PLANNING FUEL	94.31
		AMERICAN PLANNING ASSOC	SUBSCRIPTIONS	1,250.00
			TOTAL:	1,344.31
Engineering	General Fund	FLEET ONE	CITY ENG FUEL	67.20
			CITY ENG FUEL	113.04
		MO WATER & WASTEWATER CNF	MEMBERSHIP DUES - ALTON	30.00
			MEMBERSHIP DUES - EDELMAN	30.00
		LASER SPECIALIST INC	ZMAX CHARGER	260.00
		LOWE'S	GRADE STAKES	17.84
			NYLON TWINE	8.98
			TOTAL:	527.06
Information Technology	General Fund	WORLD WIDE TECHNOLOGY, INC	HP PRINTER REPAIR	770.00
		TYLER TECHNOLOGIES INC	INCODE MAPPING	723.24
			TOTAL:	1,493.24
Emergency Management	General Fund	FLEET ONE	EMER MNGT FUEL	35.02

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PSE INSTALLATION	PRINTER & SCANNER	65.00
			TOTAL:	100.02
Economic Development	General Fund	WAYNE MANUFACTURING CO	WELCOME BANNERS	3,261.10
			TOTAL:	3,261.10
Transportation	Transportation	MEEKS BUILDING CENTER	BLACKTOP PATCH	37.96
		FLEET ONE	TRANS FUEL	898.96
			TRANS FUEL	638.27
		KNAPHEIDE TRUCK INC	REPLACE SPREADER CHAIN	719.41
			HYD HOSE REPAIR	245.52
		APAC MO INC	BP-1 W/RAP	517.35
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS	33.50
			STREET DEPT FLOOR MATS	6.45
			STREET DEPT UNIFORMS	33.50
			STREET DEPT FLOOR MATS	6.45
		EZARD'S 2800	LAWN/GARDEN/FARM SUP, HAND	53.78
			TOTAL:	3,191.15
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	WATER SALES TAX	2,316.26
			TOTAL:	2,316.26
Water	Water Fund	MCDUFFEY LAB	WATER ANALYSIS	25.00
		EZARD'S 2870	33 GAL TRASH BAGS	3.29
			THREAD SEAL & ELEC TAPE, K	22.15
			GRAY & BLACK SPRAY PAINT	38.97
		FLEET ONE	WATER FUEL	530.15
			WATER FUEL	372.61
		HACH CO	CHLORINE, FLUORIDE	392.05
		MO WATER & WASTEWATER CNF	MEMBERSHIP DUES - DUNHAM	30.00
		MO ONE CALL SYSTEM INC	LOCATES	62.40
		O'REILLY AUTOMOTIVE STORES INC 98850	WASH WAX, BRUSH	16.78
			MOTOR TREATMENT	19.98
			MOTOR OIL	10.58
		POSTMASTER	UTILITY BILL POSTAGE	350.00
		PRAIRIEFIRE COFFEE & ROASTERS	COOLER RENTAL	35.00
		BRENNTAG MID SOUTH INC	DRUM RETURNS	725.00
		HD SUPPLY WATERWORKS LTD	TANDEM SETTR, MTR TILE, ADP	366.00
			TANDEM SETTERS, MTR BOX CV	421.62
			METER TILE, BOX, ADPTR RIN	221.85
			METER BOX	33.33
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG, AIR FLTR, WIPR BL	64.06
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS	23.78
			WATER DEPT FLOOR MATS	6.45
			WATER DEPT UNIFORMS	23.78
			WATER DEPT FLOOR MATS	6.45
		TRAVIS HODGE HAULING LLC	HWY 42 WATER EXTENSION 2	11,371.50
			TOTAL:	13,722.78
Sewer	Sewer Fund	ECC SUPPLY	CONTACTORS	658.62
			AC CONVERTER	428.68
		EZARD'S 2870	HAND TOOL/ACCESSORY	11.45
			BALLVLV, PVC, BRSS COUP	42.83
			PVC	3.51
			STARTING FLUID	6.98
			SHOVELS	40.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000033	AMOUNT
			PVC		2.49
			FASTENERS		10.38
			GRASS SEED		12.49
			FASTENERS		3.82
			COVER, OUTLET BOX		12.98
		RP LUMBER INC	5/16' PROOF COIL CHAINS		239.98
		SAMCO TRANSMISSIONS	TRANSMISSION REPAIR #71		1,617.15
		FLEET ONE	SEWER FUEL		280.50
			SEWER FUEL		357.42
		<b>GB MAINTENANCE SUPPLY</b>	<b>SCRUBS</b>		<b>38.64</b>
		MO WATER & WASTEWATER CNF	MEMBERSHIP DUES - OWENS		30.00
		MO ONE CALL SYSTEM INC	LOCATES		62.40
		SIEMENS WATER TECH CORP	RELAYS		75.55
			ELECTRD		255.91
		TALLMAN COMPANY	WET SET CEMENT, PRIMER		24.55
		NORTHERN SAFETY CO INC	CORDLESS 2 TOOL COMBO RETU		402.60-
			CORDLESS 2 TOOL COMBO		402.60
			HVYDTY DRILL		127.32
		HSBC BUSINESS SOLUTIONS	HAMMERDRILL		249.99
			HAM DR/SAWZAL		399.99
		O'REILLY AUTOMOTIVE STORES INC 98850	GREASE & GUN		31.97
		LAKE SUN LEADER 81525 & 1586450	CONTROL PANELS BID		72.00
			SANDS LIFT STATION REPAIR		279.00
		POSTMASTER	UTILITY BILL POSTAGE		350.00
		BOWLING ELECTRIC MACHINE	CAPACITORS		269.50
			CAPACITORS		562.50
		BRENNTAG MID SOUTH INC	CAUSTIC SODA		1,858.26
			DRUM RETURNS		600.00-
		DAM STEEL SUPPLY	FLAT BAR, PIPE		97.62
		HD SUPPLY WATERWORKS LTD	5 GAL PAIL PRECO PLUG 50#		40.00
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG, ROTORS #73		273.95
			OIL CHG #64		158.95
		JCI INDUSTRIES INC	PUMP REPAIR #15250 200 HP		27,825.50
			PUMP REPAIR SN #0132276		690.00
			PUMP REPAIR SN #0013063		1,125.75
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS		46.48
			SEWER DEPT FLOOR MATS		6.45
			SEWER DEPT UNIFORMS		45.57
			SEWER DEPT FLOOR MATS		6.45
		TRAVIS HODGE HAULING LLC	HWY 42 SEWER EXTENSION 2		<u>91,148.69</u>
			TOTAL:		129,283.25
Ambulance	Ambulance Fund	FLEET ONE	AMB FUEL		85.23
			AMB FUEL		74.74
		ROBERT D KING MD LLC	MEDICAL DIRECTOR		<u>1,000.00</u>
			TOTAL:		1,159.97
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	LCF SALES TAX		<u>654.86</u>
			TOTAL:		654.86
Lee C. Fine Airport	Lee C. Fine Airpor	PURCELL TIRE CO	FLAT REPAIR		21.40
		FLEET ONE	LCF FUEL		84.09
			LCF FUEL		70.07
		NAEGLER OIL CO	SATELLITE EQUIP CONN FEE		45.50
		PREFERRED AUTO RENTAL	COURTESY CAR		25.00
		VAISALA INC	PREVENTIVE MAINT		<u>2,450.00</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		EZARD'S 2543	KEYS	3.18
			TOTAL:	2,699.24
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	GG SALES TAX	1.25
			TOTAL:	1.25
Grand Glaize Airport	Grand Glaize Airpo	FLEET ONE	GG FUEL	39.46
		NAEGLER OIL CO	SATELLITE EQUIP CONN FEE	15.50
		O'REILLY AUTOMOTIVE STORES INC 359121	CARB CLEANER, ENG CLEANER	9.47
			TOTAL:	64.43

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----- FUND TOTALS -----

10	General Fund	45,673.00
20	Transportation	3,191.15
30	Water Fund	16,039.04
35	Sewer Fund	129,283.25
40	Ambulance Fund	1,159.97
45	Lee C. Fine Airport Fund	3,354.10
47	Grand Glaize Airport Fund	65.68
GRAND TOTAL:		198,766.19

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**Submission Date:** March 7, 2012

**Submitted By:** City Attorney

**Board Meeting Date:** March 15, 2012

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

**Description of Item:**

Resolution 2012-02 - This resolution was drafted at the request of Alderman Kevin Rucker to express the interest of the Board of Aldermen in promoting City purchasing from local vendors and enabling local vendors to do business with the City in a manner consistent with purchasing from the lowest responsible bidder.

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

City staff that have purchasing responsibilities, local vendors

**Why is Board Action Required?**

Board action is required to adopt a resolution.

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

Adoption of Resolution 2012-02.

**Are there any deadlines associated with this action?**

No

**Comments and Recommendation of Department:**

Resolution 2012-02 encourages City outreach to local vendors consistent with purchasing from the lowest responsible bidder responding to opportunities to bid on City business.

**City Administrator Comments and Recommendation:**

As stated above, the City Attorney drafted this at the request of Alderman Rucker. It is a Board decision whether or not to adopt this Resolution.

## RESOLUTION 2012-02

A Resolution by the Board of Aldermen of the City of Osage Beach concerning the efforts of the Mayor and Board of Aldermen to promote local vendor purchasing and effective use of tax dollars to make City purchases at the lowest price available for a responsible bidder.

WHEREAS, the Mayor and Board of Aldermen desire to use and promote businesses located within the City of Osage Beach and the lake area in general including purchasing goods and services locally when possible and practical; and,

WHEREAS, the problems of defining "local vendor" include the issue of whether local means within the City limits, the lake area, or within Mid-Missouri, and the nature of the local economy may mean that it is impractical to buy locally at a competitive price; and

WHEREAS, if the result of a local vendor preference is to require a purchase from a company formed, relocated or which has established a new presence within the City for the purpose of bidding on City business as a "local vendor" such a result may not be in the taxpayers best interest; and,

WHEREAS the Board of Aldermen is sensitive to the multiple issues involved including federal regulations prohibiting local vendor preferences in some federal grants, issues of violation of the privileges and immunities clause, the equal protection clause and the due process clause of the U.S. Constitution and its amendments, and the Missouri Constitution; and,

WHEREAS, the Board of Aldermen is sensitive to the important nature of these issues for the citizens and businesses of the City of Osage Beach and the entire Lake of the Ozarks Region, and the necessity for a robust and active pool of bidders for contracts in order to achieve the most competition and enable tax dollars to be spent efficiently on the lowest and best bids received:

**NOW THEREFORE, BE IT RESOLVED** by the Board of Aldermen that the City Administrator is directed to take the following actions, consistent with the City Purchasing Code and to report to the Board of Aldermen any additions to the City Code that the City Administrator believes are necessary and proper to achieve the following goals:

1. The creation of a qualified Local Vendor List, listing local vendors who wish to be notified about opportunities to do business with the City of Osage Beach which list should be created and updated from time to time as necessary.
2. Placement of appropriate advertising for bid opportunities in local media where possible and practicable.
3. Placement of a "Bid Opportunities" link or button in a prominent position on the home page of the City website.

- 4. Organization of a local vendor training seminar to encourage local businesses to submit bids on City bidding opportunities.
- 5. Publish and make available in print and online an introductory information package to encourage local vendor bidding on business with the City.

Passed by the Board of Aldermen this \_\_\_ day of March 2012.

**IN WITNESS WHEREOF**, we have hereunto set our hands and caused the seal of the City of Osage Beach to be affixed this \_\_\_ day of March 2012.

I hereby certify that Resolution 2012-02 was duly passed on March \_\_\_, 2012 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Diann Warner, City Clerk

Approved as to form:

\_\_\_\_\_  
Edward B. Rucker  
City Attorney

\_\_\_\_\_  
Diann Warner  
City Clerk

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**Submission Date:** March 5, 2012

**Submitted By:** City Attorney

**Board Meeting Date:** March 15, 2012

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

**Description of Item:**

Resolution 2012-04 - The Dierbergs Osage Beach Transportation Development Agreement requires the City to appoint two members of the Board of Directors to the Dierbergs Osage Beach Transportation Development District. Pursuant to Section 4.3 of the TDD Agreement, one of the appointees should be the Mayor and the other should be the City Administrator: "Prior to the initial meeting of the District's property owners pursuant to Section 238.220 of the TDD Act, the Mayor shall nominate, subject to review and approval of the board of aldermen of the City, two public officials, one of whom shall have been the Mayor at the time of formation of the District and one of whom shall be the City Administrator or a member of the City's board of aldermen at the time of formation of the District, to the District's board of directors."

The Dierbergs Osage Beach Transportation Development District will fund various transportation improvements specifically: (a) improvements along a portion of Osage Beach Parkway to provide for a deceleration lane, acceleration lane, and right-in, right-out ingress and egress to the District; (b) a new intersection at Osage Beach Parkway and Links Road; (c) traffic channeling islands; (d) retaining walls and guard rails; (e) improvements for a signalized intersection along a portion of Osage Beach Parkway and the main driveway; (f) improvements of Links and Zebra Roads for right-in, right-out ingress and egress; (g) construction of main driveway, perimeter roads, drive aisles and service drives; (h) various curb cuts, road and landscape improvements.

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

Citizens, Dierbergs Osage Beach LLC, Mayor Penny Lyons, and City Administrator Nancy Viselli.

**Why is Board Action Required?**

Action is required to approve a resolution confirming these appointments.

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

Move to approve Resolution 2012-04.

**Are there any deadlines associated with this action?**

No. There are practical timelines associated with the timing of the Dierbergs construction project. No legal deadline exists which binds this Board at this time.

**Comments and Recommendation of Department:**

The City Attorney recommends these appointments and the resolution as in proper form to exercise the City's appointment power.

**City Administrator Comments and Recommendation:**

Concur with the recommendation of the City Attorney.

**RESOLUTION 2012-04**

**A RESOLUTION APPOINTING TWO MEMBERS TO THE BOARD OF DIRECTORS OF THE DIERBERGS OSAGE BEACH TRANSPORTATION DEVELOPMENT DISTRICT**

WHEREAS, the City has authorized the and agreed to the creation of the Dierbergs Osage Beach Transportation Development District, in accordance with the Transportation Development Agreement, executed by the City on November 21, 2011, approved through Ordinance No. 11-64 adopted on November 17, 2011; and,

WHEREAS, the purpose of the Dierbergs Osage Beach Transportation Development District is to fund various transportation improvements specifically: (a) improvements along a portion of Osage Beach Parkway to provide for a deceleration lane, acceleration lane, and right-in, right-out ingress and egress to the District; (b) a new intersection at Osage Beach Parkway and Links Road; (c) traffic channeling islands; (d) retaining walls and guard rails; (e) improvements for a signalized intersection along a portion of Osage Beach Parkway and the main driveway; (f) improvements of Links and Zebra Roads for right-in, right-out ingress and egress; (g) construction of main driveway, perimeter roads, drive aisles and service drives; (h) various curb cuts, road and landscape improvements; and

WHEREAS, pursuant to the Court Order creating the district and the Transportation Development Agreement approved through Ordinance 11-64, the City shall have two representatives appointed to the Board of Directors of the Dierbergs Osage Beach Transportation Development District; and,

WHEREAS, pursuant to section to 4.3 of the TDD Agreement, one of the appointees should be the Mayor and the other should be the City Administrator: "Prior to the initial meeting of the District's property owners pursuant to Section 238.220 of the TDD Act, the Mayor shall nominate, subject to review and approval of the board of aldermen of the City, two public officials, one of whom shall have been the Mayor at the time of formation of the District and one of whom shall be the City Administrator or a member of the City's board of aldermen at the time of formation of the District, to the District's board of directors:

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

1. Mayor Penny Lyons and City Administrator Nancy Viselli are hereby appointed to serve as the city representatives on the Board of Directors of the Dierbergs Osage Beach Transportation Development District until such time as they may resign or be replaced by action of the Board of Aldermen.

000041

2. This Resolution shall be in full force and effect immediately upon its passage.

I hereby certify that the above RESOLUTION 2012-04 was duly passed on \_\_\_\_\_, 2012 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Diann Warner, City Clerk

Approved as to form:

\_\_\_\_\_  
Edward B. Rucker,  
City Attorney

**Submission Date:** March 7, 2012  
**Submitted By:** City Attorney  
**Board Meeting Date:** March 15, 2012

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

**Description of Item:**

Resolution 2012-05 - Authorizes the Mayor to execute the attached contract with the Lake Area Chamber of Commerce to support the Lake of the Ozarks welcome sign with a contribution of \$5,000.

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

Lake Area Chamber of Commerce, citizens, local businesses, travelers and visitors to the Lake.

**Why is Board Action Required?**

Board action is required to adopt a resolution.

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

Move to approve Resolution 2012-05.

**Are there any deadlines associated with this action?**

No

**Comments and Recommendation of Department:**

Resolution 2012-05 and the contract it authorizes are sufficient to make the contribution desired by the Board and protect the City's interests as well.

**City Administrator Comments and Recommendation:**

This resolution and contract were prepared at the request of the Board of Aldermen.

**RESOLUTION 2012-05**

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED AGREEMENT WITH THE LAKE AREA CHAMBER OF COMMERCE PROVIDING FOR A CONTRIBUTION OF FIVE THOUSAND DOLLARS FOR THE PURPOSE OF SUPPORTING THE CONSTRUCTION OF THE LAKE OF THE OZARKS WELCOME SIGN ON US HIGHWAY 54

WHEREAS, the Lake Area Chamber of Commerce has proposed the construction of a sign welcoming visitors and travelers to the Lake of the Ozarks, to be constructed in the right-of-way along U.S. Highway 54 in Miller County, Missouri, just south of the bridge over the Osage River; and,

WHEREAS, the Board of Aldermen wishes to support that effort and make a financial contribution of Five Thousand Dollars (\$5,000.00) towards the cost of that sign when it is constructed; and,

WHEREAS a copy of the artist rendering of the sign is attached to this resolution as Exhibit "A;" and,

WHEREAS, the Board of Aldermen finds that the sign will have the potential to become an iconic landmark attracting the attention of travelers and welcoming tourists and travelers alike to the Lake of the Ozarks area, benefiting the citizens and business of the City of Osage Beach; and,

WHEREAS, the contract between the City and the Lake Area Chamber of Commerce attached hereto as Exhibit "B" provides support to the effort to erect the sign and protects the interests of the City of Osage Beach; and,

WHEREAS, the proposed sign and contract with the Lake Area Chamber of Commerce are in the best interest of the City of Osage Beach:

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

Section 1. The Board of Aldermen hereby authorizes and directs the Mayor, acting on behalf of the City to execute the contract attached hereto as Exhibit "B," between the City and the Lake Area Chamber of Commerce for the support of the Lake of the Ozarks Welcome Sign.

Passed by the Board of Aldermen this 15<sup>th</sup> day of March, 2012.

000044

I hereby certify that Resolution 2012-05 was duly passed on March 15, 2012 by the Board of Aldermen of the City of Osage Beach, Missouri. The votes thereon were as follows:

Ayes \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Diann Warner, City Clerk

Approved as to form:

\_\_\_\_\_  
Edward B. Rucker  
City Attorney

**COOPERATIVE AGREEMENT**

AN AGREEMENT by and between City of Osage Beach, a city of the fourth class, hereinafter called "the City" and the Lake Area Chamber of Commerce, hereinafter called "Chamber."

WHEREAS, the City and Chamber desire to enter into an Agreement to provide funding to be used for a sign welcoming visitors and travelers to the Lake of the Ozarks to be constructed in the right of way along U.S. Highway 54 in Miller County Missouri, just south of the bridge over the Osage River, facing south and west bound traffic in a form substantially similar to the artist's rendering in Exhibit "A" attached to this agreement; and,

WHEREAS, the City deems it to be in the best interest of its citizenry to support the sign with a contribution towards the cost of the sign;

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the City and Chamber respectively promise, covenant and agree with each other as follows:

1. **Sign.** Chamber shall cause the construction of a sign using eight foot letters; in the manner and wording of the sign contained in Exhibit "A" attached to this agreement. The sign shall be constructed at the location specified in the License Agreement between the Missouri Highways and Transportation Commission and the Lake Area Chamber of Commerce entered into by the commission on October 28, 2011 a copy of which is attached hereto as Exhibit "B".

2. **Terms of Payment.** The City agrees to pay to Chamber the total amount of Five Thousand Dollars (\$5,000.00) upon completion of the construction of the sign.

3. **Failure to Construct the Sign.** If the construction of the sign is not complete within two (2) years of the date of the Mayor's signature to this agreement then the agreement shall terminate and be of no force or effect and the City shall be relieved of any obligation hereunder.

4. **Alteration in the Sign.** No alteration, additions or changes of any type may be made in the sign without the express written consent of the City. This restriction includes but is not limited to any additional signage, words, directional indicators, arrows, pointers or the addition of any man made or added material at the site. This restriction specifically prohibits any changes in color, shape, size, or orientation of the sign.

5. **Default.** If the Chamber shall default in the performance or observation of any term or condition of paragraph 4 or 7 of this Agreement, the City shall give written notice setting forth the default and the correction required. If said default shall continue and not be corrected by Chamber within thirty days of its receipt of said notice, the City may, at its election, terminate the Agreement and upon said termination the Chamber shall immediately return to the City the Five Thousand Dollar (\$5,000.00) payment made pursuant to paragraph 2 above.

6. **Conflict of Interest.** Chamber warrants that no officer or employee of the City, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.

7. **General Conditions.** If any covenant or other provision of this Agreement is invalid or incapable of being enforced by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

In the event of an insured loss the Chamber shall replace or rebuild the sign within 3 months of the loss. In the event that the sign is not rebuilt or replaced within three months of the loss, such failure to rebuild or replace the sign shall be considered a default under paragraph 5 above.

8. **Term.** This Agreement shall be effective as of the date of the signature of the Mayor of the City and shall remain in full force and effect for a period of ten (10) years after payment is made pursuant to paragraph 2 above, except in the event the sign is not constructed in which case this Agreement shall terminate as provided in paragraph 2 above.

9. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2012.

ATTEST:

\_\_\_\_\_  
Diann Warner City Clerk

CITY OF OSAGE BEACH

By: \_\_\_\_\_  
Mayor Penny Lyons

APPROVED AS TO FORM:

\_\_\_\_\_  
Edward B. Rucker  
City Attorney

LAKE AREA CHAMBER OF  
COMMERCE

By: \_\_\_\_\_  
Executive Director  
\_\_\_\_\_  
Federal I.D. or S.S.#



Exhibit  
"A"

# LAKE OF THE OZARKS

CCO Form: RW 45  
Approved: 12/10 (ASB)  
Revised:  
Modified:

MILLER COUNTY  
ROUTE 54

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
LICENSE AGREEMENT**

THIS AGREEMENT is entered into by the **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION** (hereinafter, "Commission") and the **Lake Area Chamber of Commerce**, #1 Willmore Lane, Lake Ozark, MO 65049 (hereinafter, "Grantee").

WITNESSETH:

WHEREAS, the Commission is an entity of the State of Missouri created by state law and owns and maintains State Route 54 (hereinafter, "Highway") as part of the State Highway System in Miller County, Missouri;

WHEREAS, the Grantee desires to use that portion of the Commission property described in Exhibit "A," attached hereto and incorporated by reference, to construct a Monument;

WHEREAS, the Commission agrees to allow the Grantee to use Commission property for the purposes, and subject to the terms and conditions, herein stated.

NOW, THEREFORE, in consideration of the promises, covenants and representations in this Agreement, the parties agree as follows:

(1) **LICENSE GRANTED:** The Commission hereby grants the Grantee and its successors, an exclusive right to use that portion of the Commission property at the location described on Exhibit "A", a legal description of the property, for the purpose of installing and maintaining a Monument.

(2) **CONSIDERATION FOR THIS LICENSE:** The Commission grants this license freely and without charge, based on the Grantee's express agreement to comply with the terms and conditions of this Agreement. This license is revocable by the Commission through its Missouri Department of Transportation (MoDOT) representatives if the Grantee violates any term or condition of this Agreement. The MoDOT representative shall provide Grantee a notice of violation and thirty (30) days to cure such violation.

(3) DURATION OF LICENSE: The Commission and the Grantee agree that this license and all rights of entry granted hereunder shall terminate and no longer be in effect no later than sunset fifteen (15) years from the last date of execution of this Agreement. At the end of the fifteen (15) year period the parties will review the insurance coverage limitations and mutually agree on insurance coverage to be provided by the Grantee. If no agreement on insurance coverage can be reached the Grantee shall carry liability insurance in amounts not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate. Upon resolution of the insurance coverage as set forth in this section the Agreement shall be renewed for an additional fifteen (15) year term under the same terms and conditions (excepting insurance coverage as determined pursuant to this section) as the original term.

At the end of the second fifteen (15) year term the parties will review the insurance coverage limitations and mutually agree on insurance coverage to be provided by the Grantee. If no agreement on insurance coverage can be reached the Grantee shall carry liability insurance in an amounts not less than \$3,000,000 per occurrence and \$4,000,000 in the aggregate. Upon resolution of the insurance coverage as set forth in this section the Agreement shall be renewed for an additional fifteen (15) year term under the same terms and conditions (excepting insurance coverage as determined pursuant to this section) as the original term.

The Agreement will be eligible for two additional ten (10) year terms using the same insurance review procedures as noted above for previous terms.

(4) WORK BY THE GRANTEE: The Grantee shall construct a Monument on Commission property as indicated in Exhibit "A," attached hereto and incorporated by reference, pursuant to the plans and specifications as referred to herein. This non-exclusive license prohibits conversion of the property to a 4f or 6f property as stated in the Code of Federal Regulations 23CFR771.135. It is expressly understood and agreed that the primary purpose of the property which is the subject matter of this agreement shall remain for use of the Commission. There will be no public park or recreational use or dedication of the Commission property for outdoor recreational use.

(5) MONUMENT DESIGN: The Grantee shall have detailed plans prepared at their cost, which are to be submitted to the Commission's District Engineer for the Commission's review and approval and concurrence by FHWA. Any significant revision in the design or construction of the Monument shall receive prior written approval of the Commission subject to concurrence by the FHWA. The Monument shall be constructed in accordance with the plans and specifications to the satisfaction of the District Engineer or the District Engineer's authorized agents.

(6) CONSTRUCTION CONTRACTOR: The Commission acknowledges that the Grantee will enter into a construction contract with an approved Contractor (hereinafter, "Contractor") to construct the Monument Improvements in accordance with the approved plans and specifications. The Grantee shall cause Contractor to submit appropriate documentation to the Commission, to include the following provisions:

(A) Commission Inspection: The Commission's agents and employees

will be authorized to inspect the work on the Monument and to approve or disapprove such work in the same manner as if the construction contract has been entered into between the Contractor and the State of Missouri acting by and through the Commission. The Commission agrees that all such inspections shall be conducted in a timely and reasonable manner.

(B) Responsible Party for Payment: The Contractor will look solely to the Grantee for payments pursuant to the construction contract, including, but not limited to payments for base contract work and change order work, and for claims pursuant to the contract or for breach thereof, and confirming that Contractor shall have no claim rights against the Commission, its employees, agents, successors, or assigns.

(C) Construction Bonds: The Grantee shall acquire from the Contractor and shall deliver, prior to commencement of work on the Monument, executed copies of Contractor's performance and payment bonds from commercial surety companies qualified and authorized to do business in Missouri, each in a penal amount equal to the contract sum, assuring the Grantee and the Commission, which shall be named as obligees therein, as their interests may appear, of (1) performance of all contractual obligations, and (2) payment for all related labor, materials, and costs. Such bonds may be issued as part of performance and payment bonds on construction for work other than the Monument. The performance and payment bond requirement does not render the Monument construction project a public works project.

(7) RESTORATION OF COMMISSION PROPERTY: At all times during the construction or maintenance of the Monument, the Grantee and Contractor shall construct and maintain the Monument in a manner that will not injure or damage the paved highway facility area or any of Commission property adjacent thereto, unless as specified herein. After construction of the Monument, the Grantee will restore the unpaved property to its original condition, as determined by the District Engineer. Disturbed areas will be fine graded, seeded, mulched or sodded by the Grantee.

(8) RIGHTS UPON DEFAULT: If the Grantee defaults and abandons the Monument construction project, the Commission has the right, at its discretion, to demolish the structure. The Commission shall have the right to charge all payments associated with and costs of demolition to the Grantee.

(9) TRAFFIC CONTROL PLAN, SIGNING AND SCHEDULING OF CONSTRUCTION: The Grantee agrees to provide to the District Engineer a traffic control plan for handling traffic during the contemplated construction. The Grantee agrees to provide construction signing in compliance with the Manual on Uniform Traffic Control Devices. This Agreement is conditioned upon written District Engineer approval of the traffic control plan and any revisions or modifications to the plan before construction may begin. All construction shall be scheduled to minimize disruption of the traffic flow. Any lane closure shall be coordinated with MoDOT and scheduled during nonpeak hours except in the case of an emergency.

(10) MAINTENANCE AND REPAIR: At all times during the construction of the Monument and after its completion, the site of the Monument and all related structures and landscaping will be maintained by and at the expense of the Grantee so as to assure that these structures and the area within, above and beside Commission's property will be kept in accordance with Commission standards and in good condition as to safety, use and appearance and such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the use of or access to the Commission's state highway system. The Grantee will keep the property described in Exhibit "A" in a neat, clean, orderly and presentable condition, free of trash, debris and unsightly objects.

(11) PERMITS: Before beginning work, the Grantee shall secure from the Commission's District Engineer a permit for the proposed improvement.

(12) THE COMMISSION ACTION IF THERE IS FAILURE TO MAINTAIN PROPOSED STRUCTURE: In the event the Grantee fails to meet its maintenance obligations set forth in this Agreement, the Commission or its contractors, agents and employees shall have the authority, but not a duty or obligation, to maintain the facility as the Commission deems necessary. If the Grantee fails to begin making repairs within thirty (30) days of receiving written notice or fails to continue with the repairs in a diligent manner, the maintenance work may be performed by the Commission, unless the District Engineer or his/her authorized representative determines that an actual or potential emergency exists requiring immediate repairs. Any expenses incurred by or on behalf of the Commission in performing the maintenance work described in this section shall be the debt of and shall be chargeable to the Grantee.

(13) REVOCAION OF AGREEMENT: This license granted in this Agreement is at the pleasure or discretion of the Commission. The occurrence of any one of the following, but not limited to the following, shall constitute a default by the Grantee under the terms of this Agreement and, at Commission discretion, may result in revocation of this Agreement, subject to the terms and conditions of this Agreement.

(A) Failure to Construct the Monument as Approved: The Monument and/or Accompanying Structures are not completed in compliance with the plans and specifications approved or approved as modified by the Commission;

(B) Nonuse or Abandonment of Monument: The Monument ceases to be used for the purposes stated herein, or is abandoned;

(C) Damage or Disrepair: The Monument or Accompanying Structures are damaged or fall into disrepair, and it cannot be repaired or the Grantee will not repair the Monument to a condition satisfactory to the Commission and the FHWA;

(D) Violation of Agreement: The Grantee violates any term of this Agreement;

(E) Change in Use: The Grantee changes or attempts to change the use or purpose of the Monument, without prior written approval of the Commission and the concurrence of the FHWA;

(F) Violation of Laws: The Grantee constructs, operates, uses or maintains the Monument or any other structure within the Commission's property in violation of any state or federal laws or regulations which are applicable at that time, but only after notice is given by the Commission specifying the violation and giving a reasonable opportunity to cure, not to exceed thirty (30) days, and which is not cured by the Grantee within the applicable time;

(G) Failure to Pay Debts: The Grantee fails to pay its debts or liabilities to the Commission under this Agreement;

(H) Failure to Maintain Insurance: The Grantee fails to maintain insurance as required by this Agreement;

(I) Void or Invalid Agreement: This Agreement, or any material portion thereof, is deemed void or invalid by a court of competent jurisdiction.

(J) Unsafe Action: If the Grantee acts in an unsafe manner, negligently, or refuses to follow safety instructions of MoDOT officials, or in any way breaches the terms of this license agreement.

(14) NO ASSIGNMENT: The Grantee understands that it shall not assign or delegate any interest in this Agreement and shall not transfer any interest in or use of this license to another without prior written consent of the Commission. This license is granted solely to the Grantee and to no other person or entity.

(15) REDESIGN, RELOCATION, OR ALTERATION OF HIGHWAY: In the event that the Commission should find that it is necessary to redesign, relocate, or alter the highway at this location, the Commission, at its sole discretion, may suspend or revoke this license as needed.

(16) REMOVAL OF THE MONUMENT: In the event this Agreement is revoked and the Commission deems it necessary to request the removal of the Monument and/or Accompanying Structures, the removal shall be accomplished by the Grantee or a responsible party, as determined by the Commission, in a manner prescribed by the Commission, with all costs and expenses associated with the removal paid by the Grantee.

(17) NOT A JOINT VENTURE: Nothing contained in this Agreement shall be deemed to constitute the Commission and the Grantee as partners in a partnership or joint venture for any purpose whatsoever.

(18) NO KNOWLEDGE OF HAZARDOUS OR TOXIC SUBSTANCES ON

PROPERTY: The Commission states that to the best of its knowledge and belief, there has been no generation, transportation, storage, treatment, disposal, release, leakage, spillage or emission of any hazardous or toxic substance or material or any aboveground or underground petroleum product contamination on the subject property during the Commission's ownership of the property, and the Commission's representatives are not aware of the presence of any such hazardous or toxic substance or material, or petroleum product contamination, on the subject site. The Commission makes no warranty or representation concerning the possibility of or absence of, concealed property contamination by such substances or materials, and the Grantee assumes the risk of their presence, unknown and undetected. If the Grantee discovers actual or potential hazardous or toxic substances or materials, or petroleum contamination on the subject property, the Grantee is requested to leave the property and notify the Commission's MoDOT representatives immediately.

(19) HUMAN REMAINS, SACRED OBJECTS AND ARTIFACTS: If human remains, or Native American or other sacred objects, artifacts or items of value are encountered during the construction or maintenance of the Monument, their treatment will be handled in accordance with Sections 194.400 to 194.410, RSMo, as amended. There are no human remains, sacred objects, artifacts or other items of value known to be on the subject Monument, to the best knowledge of Commission's MoDOT representatives. However, if the Grantee finds any human remains, sacred objects, artifacts, or other items of value on the subject property, the Grantee shall immediately cease construction of the Monument and contact the Commission's MoDOT representatives.

(20) INSURANCE: During the initial term of this License Agreement the Grantee shall maintain at the Grantee's own expense liability insurance with a company licensed and authorized to do business in the state of Missouri in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. After the initial term of this License Agreement insurance coverages will be maintained in accordance with section 3 of this License Agreement. This insurance shall be for the payment of any property damages, personal injury or death to person(s) on the premises as licensees or invitees, expressed or implied, of the Grantee. Evidence of the Grantee's liability insurance shall be furnished to the Commission with the application for a permit, and if the Grantee fails, refuses or neglects to maintain said insurance this License Agreement shall be null and void.

(21) INDEMNIFICATION: The Grantee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's performance of its obligations under this Agreement.

(22) ASSUMPTION OF RISK: The Grantee, by signing this license agreement, acknowledges that it has carefully read this legal document, and that it understands that the Commission property has vehicular traffic and other potential

hazards on it that cannot reasonably be protected against, or warned of, in advance. By signing this license agreement, the Grantee agrees to comply with the safety instructions it receives in this document and from MoDOT employees; the Grantee acknowledges the existence of these and other risks on Commission property, and agrees to assume these risks by accepting this license, and using the Commission's property for the activity permitted herein.

(23) ADVERTISING RESTRICTIONS: No billboards or advertising is to be placed on or over the Commission's property or airspace, either within, on, attached to or apart from the Monument. Only signs as approved by the Commission in the plans submitted by the Grantee for this product shall be allowed.

(24) OPPORTUNITY TO CURE: As to any default described in paragraph (13) above, same shall not be a basis of terminating or revoking this Agreement until written notice is delivered to the Grantee specifying the default with particularity, giving a reasonable opportunity to cure, not to exceed thirty (30) days, and which is not cured by the Grantee within the applicable time.

(25) UTILITY RELOCATION: With respect to any utility facilities requiring relocation or adjustment in connection with the herein contemplated construction, the Grantee agrees that said relocation or adjustment shall be in accordance with the detailed plans as approved by the Commission with all costs and expenses associated with the utility relocation or adjustment paid by the Grantee.

(26) NONDISCRIMINATION: The Grantee, for itself, its representatives, and successors in interest, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the property that no person on the grounds of race, color, religion, creed, national origin, disability, sex or age shall be denied the benefits of or otherwise be subjected to discrimination in the construction of the Monument.

(27) AMENDMENTS: Any change in this Agreement, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Grantee and the Commission.

(28) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(29) SEVERABILITY: If any clause or provision of this Agreement is found to be void or unenforceable by a court or district of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(30) SURVIVABILITY: The Grantee's obligation to the Commission under this Agreement shall survive the completion of the terms of this Agreement.

(31) DEFENSE: This Agreement may be pleaded as a full and complete defense to any subsequent action or other proceeding arising out of, or relating to, or having anything to do with, any and all claims, counterclaims, issues, defenses or other matters released and discharged by this Agreement. This Agreement may also be used to abate any such action or other proceedings and as the basis of a counterclaim for damages.

(32) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(33) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(34) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(35) AUTHORITY TO GRANT LICENSE: The parties enter into this Agreement with full understanding that the Commission, to the best of its knowledge and belief, has the authority to grant this license. The Commission makes no representation that it has full fee simple title to the property which is the subject of this Agreement. In the event this Agreement is rendered null and void based upon a determination that the Commission did not have the authority to grant this license on the subject property, the Commission will not be responsible for any damages, costs or other expenses incurred by the Grantee in connection with this Agreement.

(36) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the Lake Area Chamber of Commerce  
#1 Wilmore Lane  
Lake Ozark, MO 65049  
573-964-1008
- (B) To the Commission:  
1511 Missouri Blvd.  
Jefferson City, MO 65102  
573-751-3322

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile

transmission of that document.

(37) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

## EXHIBIT "A"

A tract of land lying in part of the Northeast quarter of Section 32, Township 40 North , Range 15 West, Miller County, Missouri and being more particularly described as follows:

"Commencing at the Northeast corner of said Section 32, run South 59 degrees 47 minutes 37 seconds West a distance of 1,421.43 feet to a point 125.54 feet right of and at a right angle to Centerline Station 114+20.70 of Highway 54 and being the POINT OF BEGINNING; thence South 15 degrees 30 minutes 10 seconds East a distance of 41.53 feet to a point 110.11 feet right of and at a right angle to Centerline Station 114+59.26 of Highway 54; thence South 10 degrees 03 minutes 55 seconds West a distance of 20.47 feet to a point 111.45 feet right of and at a right angle to Centerline Station 114+79.69 of Highway 54; thence South 74 degrees 29 minutes 50 seconds West a distance of 112.16 feet to a point 215.59 feet right of and at a right angle to Centerline Station 115+21.36 of Highway 54; thence North 15 degrees 30 minutes 10 seconds West a distance of 60.00 feet to a point 237.88 feet right of and at a right angle to Centerline Station 114+65.65 of Highway 54; thence North 74 degrees 29 minutes 50 seconds East a distance of 121.00 feet, returning to the point of beginning."

Containing 7,178 Sq. Ft.    0.16 Acres

Subject to any right-of-ways, restrictions, reservations, condition easements and exceptions of record.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by Grantee of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Commission this 28 day of October, 2011.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

Lake Area Chamber of Commerce

By: [Signature]

By: [Signature]

Title Chief Engineer

Title President

Attest: (SEAL)

Attest: (SEAL)

[Signature]

By: [Signature]

Secretary to the Commission

Title: Board Member

Approved as to Form:

Approved as to Form:

[Signature]  
Commission Counsel

By: [Signature]  
Title: Treasurer/Board Member

**ACKNOWLEDGMENT BY CHAMBER OF COMMERCE**

STATE OF Missouri )

COUNTY OF Camden )

ss

On this 27<sup>th</sup> day of October, 2011, before me appeared Gerald (Jerry) Hawken personally known to me, who being by me duly sworn, did say that he/she is the President of Lake Area Chamber of Commerce and that the foregoing instrument was signed and sealed on behalf of said Lake Area Chamber of Commerce and that he/she acknowledged said instrument to be the free act and deed of said Lake Area Chamber of Commerce and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Mary F. Reagan  
Notary Public



MARY F. REAGAN  
My Commission Expires  
January 23, 2014  
Miller County  
Commission #18418918

My Commission Expires: 1/23/14

ACKNOWLEDGMENT BY COMMISSION

STATE OF Missouri )  
COUNTY OF Cole )

ss

On this 28 day of October, 2011, before me appeared David B. Nichols, personally known to me, who being by me duly sworn, did say that he/she is the Chief Engineer of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed on behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said David B. Nichols acknowledged said instrument to be the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Dana L. Kaiser  
Notary Public

My Commission Expires: \_\_\_\_\_



DANA L. KAISER  
My Commission Expires  
July 7, 2015  
Cole County  
Commission #11387567

000062

**Submission Date:** March 8, 2012

**Submitted By:** City Engineer

**Board Meeting Date:** March 15, 2012

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

**Description of Item:**

Bill 12-06 - Request to amend the 2012 Budget by allocating an additional \$94,832 to MoDOT Mandated Projects

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

Citizens, Hutchins Telecom, MoDOT, City Staff

**Why is Board Action Required?**

Board approval required to amend the budget.

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

Request first and second readings of Bill 12-06.

**Are there any deadlines associated with this action?**

Yes, this funding is needed to cover the cost of the work.

**Comments and Recommendation of Department:**

This budget amendment is to cover the additional cost of the recently awarded project for the Sewer Improvements along Osage Beach Parkway, which the Board approved at the March 1<sup>st</sup> meeting. This entire project is 100% reimbursable by MoDOT to the City.

The Engineering Department recommends approval of this ordinance. A first and second reading is requested.

**City Administrator Comments and Recommendation:**

Concur with the recommendation of the City Engineer.

BILL NO. 12-06

ORDINANCE NO. 12.06

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 11.70 ADOPTING THE 2012 ANNUAL BUDGET, ALLOCATION OF ADDITIONAL FUNDS FOR NECESSARY EXPENSES.

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

Section 1. That the 2012 Annual Budget adopted as Ordinance No. 11.70 is hereby amended by allocating an additional \$94,832 to line item 35-00-773186 designated as MoDOT Mandated Projects increasing line item 35-00-773186 from \$100,000 to \$194,832.

Section 2. In all other respects the 2012 Annual Budget adopted in Ordinance No. 11.70 shall remain in full force and effect.

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

READ FIRST TIME: \_\_\_\_\_ READ SECOND TIME: \_\_\_\_\_

I hereby certify that the above Ordinance No. 12.06 was duly passed on \_\_\_\_\_, 2012 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstentions: \_\_\_\_\_

Absent: \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Diann Warner, City Clerk

Approved as to form:

\_\_\_\_\_  
Edward B. Rucker, City Attorney

I hereby APPROVE Ordinance No. 12.06.

\_\_\_\_\_  
Penny Lyons, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Diann Warner, City Clerk

**Submission Date:** March 9, 2012  
**Submitted By:** Human Resource Generalist  
**Board Meeting Date:** March 15, 2012

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

**Description of Item:**

Bill 12-07. - Amend City code Chapter 125: Human Resources System (Personnel) Rules and Regulations, Sections 125.010, 125.015, 125.020, 125.030, 125.040, 125.050, 125.070, 125.080, 125.090, 125.110, 125.120, 125.140, 125.150, 125.160, 125.180, 125.200, 125.210, 125.220, 125.230, and 125.140

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

City of Osage Beach Employees

**Why is Board Action Required?**

Board of Aldermen approval required for ordinance amendments

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

Motion to approve first and second readings of Bill 12-07 - Amendments to City code Chapter 125: Human Resources System (Personnel) Rules and Regulations, Sections 125.010, 125.015, 125.020, 125.030, 125.040, 125.050, 125.070, 125.080, 125.090, 125.110, 125.120, 125.140, 125.150, 125.160, 125.180, 125.200, 125.210, 125.220, 125.230, and 125.140

**Are there any deadlines associated with this action?**

Yes, staff would like to have changes effective March 15, 2012

**Staff Comments and Recommendation**

Bill 12-07 proposes partial changes to City code Chapter 125: Human Resources System (Personnel) Rules and Regulations, Section 125.010 Adopted - Purpose - Departmental Regulations, Section 125.015 Actions of Board - Copies of Rules and Regulations, Section 125.020 Definitions, Section 125.030 General Provisions, Section 125.040 Human Resources

Commission, Section 125.050 Pay and Compensation, Section 125.070 Applications and Applicants, Section 125.080 Examinations, Section 125.090 Employment Lists, Section 125.100 Method of Filling Vacancies, Section 125.110 Probationary Period, Section 125.120 Attendance and Leaves, Section 125.140 Transfer, Promotion, Demotion, Suspension, and Reinstatement, Section 125.150 Discipline, Section 125.160 Separation from the Service, Section 125.180 Rules of Appeal to Human Resources Commission, Section 125.190 Training of Employees, Section 125.200 Employee Health and Safety, Section 125.210 Harassment, Section 125.220 Alcohol, Drug, and Controlled Substance Abuse, Section 125.230 Supplemental Policies, and Section 125.240 Other Employee Benefits,

Attached is the detail to all changes.

The following is a summary of the changes:

- Department of Public Safety changed to Police Department
- Director of Public Safety changed to Chief of Police
- Department Head changed to Department Manager
- Human Resources Specialist changed to Human Resources Generalist
- At the suggestion of the City Attorney changes to the Human Resources Commission responsibilities were made. Termination decisions for all but the appointed officials are the responsibility of the City Administrator. The Human Resources Commission will hear any full-time employee appeal for any suspension greater than 10 days or termination.
- Expanding bereavement leave to include one day for step parents and step children.
- Verbiage has been added to the Cell Phone and Safety Policies limiting cell phone usage and prohibiting texting while driving.
- Confined space policy and procedures have been added to the Safety Policy.
- The FMLA policy has been updated to current Federal laws.
- The ADA policy has been updated to current Federal law including ADA AAA.
- Merit policy changed to mirror current approved 2012 budget.

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

The Human Resources Generalist worked closely with the City Attorney and the Assistant City Administrator in making the changes reflected in Bill 12-07. I believe with these changes Chapter 125 is now up to date with new laws and policy changes.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI AMENDING THE HUMAN RESOURCES SYSTEM (PERSONNEL) RULES AND REGULATIONS CHAPTER 125: BY REPEALING SECTIONS 125.010 ADOPTED -- PURPOSE -- DEPARTMENTAL REGULATIONS, 125.015 ACTIONS OF BOARD -- COPIES OF RULES AND REGULATIONS, 125.020 DEFINITIONS, 125.030 GENERAL PROVISIONS, 125.040 HUMAN RESOURCES COMMISSION, 125.050 PAY AND COMPENSATION, 125.070 APPLICATIONS AND APPLICANTS, 125.080 EXAMINATIONS, 125.090 EMPLOYMENT LISTS, 125.100 METHOD OF FILLING VACANCIES, 125.110 PROBATIONARY PERIOD, 125.120 ATTENDANCE AND LEAVES, 125.140 TRANSFER, PROMOTION, DEMOTION, SUSPENSION, AND REINSTATEMENT, 125.150 DISCIPLINE, 125.160 SEPARATION FROM THE SERVICE, 125.180 RULES OF APPEAL TO HUMAN RESOURCES COMMISSION, 125.190 TRAINING OF EMPLOYEES, 125.200 EMPLOYEE HEALTH AND SAFETY, 125.210 HARASSMENT, 125.220 ALCOHOL, DRUG, AND CONTROLLED SUBSTANCE ABUSE, 125.230 SUPPLEMENTAL POLICIES, AND 125.240 OTHER EMPLOYEE BENEFITS

AND ENACTING IN LIEU THEREOF NEW SECTIONS 125.010 ADOPTED -- PURPOSE -- DEPARTMENTAL REGULATIONS, 125.015 ACTIONS OF BOARD -- COPIES OF RULES AND REGULATIONS, 125.020 DEFINITIONS, 125.030 GENERAL PROVISIONS, 125.040 HUMAN RESOURCES COMMISSION, 125.050 PAY AND COMPENSATION, 125.070 APPLICATIONS AND APPLICANTS, 125.080 EXAMINATIONS, 125.090 EMPLOYMENT LISTS, 125.100 METHOD OF FILLING VACANCIES, 125.110 PROBATIONARY PERIOD, 125.120 ATTENDANCE AND LEAVES, 125.140 TRANSFER, PROMOTION, DEMOTION, SUSPENSION, AND REINSTATEMENT, 125.150 DISCIPLINE, 125.160 SEPARATION FROM THE SERVICE, 125.180 RULES OF APPEAL TO HUMAN RESOURCES COMMISSION, 125.190 TRAINING OF EMPLOYEES, 125.200 EMPLOYEE HEALTH AND SAFETY, 125.210 HARASSMENT, 125.220 ALCOHOL, DRUG, AND CONTROLLED SUBSTANCE ABUSE, 125.230 SUPPLEMENTAL POLICIES, AND 125.240 OTHER EMPLOYEE BENEFITS.

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

Section 1. That the following sections, Section 125.010 Adopted - Purpose - Departmental Regulations, Section 125.015 Actions of Board - Copies of Rules and Regulations, Section 125.020 Definitions, Section 125.030 General Provisions, Section 125.040 Human Resources Commission, Section 125.050 Pay and Compensation, Section 125.070 Applications and Applicants, Section 125.080 Examinations, Section 125.090 Employment Lists, Section 125.100 Method of Filling Vacancies, Section 125.110 Probationary Period, Section 125.120 Attendance and Leaves, Section 125.140 Transfer, Promotion, Demotion, Suspension, and Reinstatement, Section 125.150 Discipline, Section 125.160 Separation from the Service, Section 125.180 Rules of Appeal to Human Resources Commission, Section 125.190 Training of Employees, Section 125.200 Employee Health and Safety, Section 125.210 Harassment, Section 125.220 Alcohol, Drug, and Controlled Substance Abuse, Section 125.230 Supplemental Policies, and Section 125.240 Other Employee Benefits, of the Osage Beach Code of Ordinances be and are hereby repealed.

Section 2. That the following new sections, Section 125.010 Adopted - Purpose - Departmental Regulations, Section 125.015 Actions of Board - Copies of Rules and Regulations, Section 125.020 Definitions, Section 125.030 General Provisions, Section 125.040 Human Resources Commission, Section 125.050 Pay and Compensation, Section 125.070 Applications

and Applicants, Section 125.080 Examinations, Section 125.090 Employment Lists, Section 125.100 Method of Filling Vacancies, Section 125.110 Probationary Period, Section 125.120 Attendance and Leaves, Section 125.140 Transfer, Promotion, Demotion, Suspension, and Reinstatement, Section 125.150 Discipline, Section 125.160 Separation from the Service, Section 125.180 Rules of Appeal to Human Resources Commission, Section 125.190 Training of Employees, Section 125.200 Employee Health and Safety, Section 125.210 Harassment, Section 125.220 Alcohol, Drug, and Controlled Substance Abuse, Section 125.230 Supplemental Policies, and Section 125.240 Other Employee Benefits, of the Osage Beach Code of Ordinances be and are hereby enacted as follows:

**SECTION 125.010: ADOPTED -- PURPOSE -- DEPARTMENTAL REGULATIONS**

- A. The Board of Aldermen is authorized and directed to adopt rules and regulations for the administration of the City human resources system. The rules are designed to facilitate efficient and economical services to the public and to provide a fair and equitable system of human resources management.
- B. It is the purpose of these rules to set forth the principles and procedures which will be followed by the City in the administration of its human resources program. They are intended to establish an efficient, equitable and functional system of human resources administration based on merit principles which govern the appointment, promotion, transfer, layoff, dismissal, discipline, and other related conditions of employment. They are not intended to be a contract between the City and its employees and do not create contractual right to change the human resources policy manual at any time by ordinance as passed by the Board of Aldermen.
- C. These rules shall not be construed as limiting in any way the power and authority of any department ~~director~~ **manager** to make departmental rules and regulations governing the conduct and performance of employees. Departmental rules and regulations shall not conflict with provisions of these rules. Departmental rules shall be approved by the City Administrator and shall be published and a copy furnished to each employee to whom they apply. Such rules and regulations, when approved, published, and distributed as herein provided, shall have the force and effect of rules of that department, and disciplinary action may be based upon breach of any such rules and regulations.

**SECTION 125.015: ACTIONS OF BOARD -- COPIES OF RULES AND REGULATIONS**

Board actions relative to the human resources policies and regulations shall be filed with the City Clerk and maintained in a special file for the purpose of consistency. Duplicate copies shall be filed with the City Administrator and the Human Resources ~~Specialist~~ **Generalist**.

**SECTION 125.020: DEFINITIONS**

The following terms, whenever used in these rules, shall be defined as follows:

**ALLOCATION:** The assignment of a single position to its proper class in accordance with the duties performed, and the authority and responsibilities exercised.

**APPOINTED OFFICIAL:** The following positions shall be deemed appointed officials: City Administrator, City Clerk, Chief of Police, Building Official, City Planner, Zoning Administrator, City Engineer, City Treasurer, and City Attorney.

**APPOINTING POWER:** The officers of the City who, in their individual capacities or as a board, commission, the Mayor, or Board of Aldermen, have the final authority to make the appointment to the position to be filled.

**CITY:** The City of Osage Beach.

**CITY ADMINISTRATOR:** City Administrator as used in these rules shall be the appointed City Administrator or individual named by the City Administrator to act in his/her behalf on these matters.

**CLASS:** All positions sufficiently similar in duties, authority and responsibility to permit grouping under a common title and the application with equity of common standards of selection, transfer, promotion and salary.

**CLASSIFICATION OF EMPLOYEES:** Employees shall be classified as full-time, temporary/seasonal, part-time, PRN, contractual, ~~seasonal~~, appointed, or intermittent.

**CLASSIFIED SERVICE:** All positions of full-time status employment in the service of the City except members of boards and commissions and officers of the City.

**COMMISSION:** The Human Resources Commission, established as provided elsewhere in these regulations.

**CONFLICT OF INTEREST:** A direct or indirect interest that conflicts substantially with an employee's official duties and responsibilities.

**DEMOTION:** The movement for disciplinary purposes of an employee from one class to another class having a lower maximum rate of pay.

**DEPARTMENT MANAGER:** Full-time employee designated broad areas of responsibility within the City.

**DESIGNEE:** Staff member designated by the City Administrator to represent him/her in human resources matters.

**ELIGIBLE:** A person whose name is on an employment list.

**EMPLOYEE:**

- A. **APPOINTED OFFICIAL:** The following positions shall be deemed appointed officials: City Administrator, City Clerk, Chief of Police, Building Official, City Planner, Zoning Administrator, City Engineer, City Treasurer, and City Attorney
- B. **CONTRACTUAL EMPLOYEE:** Any employee who receives compensation and other benefits as provided for in individual contracts negotiated between the employee and the City.
- C. **EXEMPT EMPLOYEE:** An employee that does not qualify for overtime benefits as defined by the Fair Labor Standards Act.
- D. **FULL-TIME EMPLOYEE:** An employee who regularly works at least thirty-two (32) hours per week on a year-round basis and who has successfully completed the probationary period and has been appointed as a "full-time" employee.
- E. **INTERMITTENT EMPLOYEE:** An employee who fills a position which requires a large degree of flexibility in the number of hours worked either on a daily, weekly, monthly, or annual basis.
- F. **NON-EXEMPT EMPLOYEE:** An employee that does qualify for overtime benefits as defined by the Fair Labor Standards Act.
- G. **PART-TIME EMPLOYEE:** An employee who regularly works less than thirty-two (32) hours per week on a year-round basis. Part-time employees are excluded from benefits and the appeal process under these rules.
- H. **PRN STATUS EMPLOYEE:** An employee who works on an as needed basis. PRN Status employees are excluded from benefits and the appeal process under these rules.
- I. **PROBATIONARY EMPLOYEE:** Any employee serving a probationary period. They are excluded from the appeals process under these rules.
- J. **TEMPORARY/SEASONAL EMPLOYEE:** A classification of employees who may work up to forty (40) hours per week or more, but not on a year-round basis and who are excluded from benefits and the appeal process under these rules.

**EMPLOYMENT LIST--OPEN:** A list of names of persons who have applied for employment in the classified service and have qualified for consideration by demonstrating their fitness for such employment.

**EMPLOYMENT LIST--PROMOTIONAL:** A list of names of persons who are presently employed in the classified service and who have qualified for promotion to a higher class.

**EXAMINATION:**

- A. **EXAMINATION--CONTINUOUS:** An open competitive examination which is administered periodically and as a result of which names are placed on an employment list. Such examinations shall be conducted as the needs of the City dictate.
- B. **EXAMINATION--OPEN COMPETITIVE:** An examination for a particular position which is open to all persons meeting the qualifications of that position.
- C. **EXAMINATION--PROMOTIONAL:** An examination for a particular position, admission to the examination being limited to full-time and probationary employees in the classified service who meet the qualifications of that position.

**HUMAN RESOURCES DIRECTOR:** The City Administrator administers the comprehensive human resources program as established by the Osage Beach Code of Ordinances.

**MERIT INCREASE:** A salary increase granted on the basis of meritorious service within the limits of a pay range established for a class.

**NEPOTISM:** Favoritism shown to relatives of employees or the Mayor and Board of Aldermen especially in appointment to desired positions. Relatives shall include all persons related to the fourth degree either by consanguinity or affinity.

**OVERTIME:** As defined in the Fair Labor Standards Act except as per [Section 125.050\(G\)](#).

**POLICE DEPARTMENT:** All law enforcement, records, 911 center, and ambulance employees.

**PROBATIONARY PERIOD:** A trial period during which an employee is required to demonstrate fitness for the position to which appointment may be made after review of actual performance of the duties of the position by the probationary employee.

**PROMOTION:** The movement of an employee from one class to another class having a higher maximum rate of pay.

**PROTECTED CLASS:** Those persons belonging to a class which, because of race, color, religion, sex, national origin, handicap or age, is protected by State or Federal law.

**PROVISIONAL APPOINTMENT:** The appointment of a person who possesses the minimum qualifications established for a particular class and who has been appointed to a position in that class subject to successful completion of the probationary period.

**RECLASSIFICATION:** The movement of an employee, for reasons other than promotion or demotion, from one class to another class having a higher or lower maximum rate of pay.

**SENSITIVE SAFETY FUNCTIONS:** Operation of any vehicle or piece of equipment capable of causing physical injury to an employee or members of the public.

**SEXUAL HARASSMENT:** Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature that takes place when submission to the sexual advance is a condition of keeping or getting a job, or a condition of other human resources action, whether the remarks were explicit or implicit. Sexual harassment also occurs when sexual conduct unreasonably interferes with a person's work performance or creates an intimidating, hostile work environment.

**SHIFT WORKER:** A full-time employee whose workweek is other than Monday through Friday, 8:00 AM-5:00 PM.

**SUPERVISOR:** A person who has been designated as a supervisor and has the authority and responsibility for overseeing, scheduling, and performance of other employees.

**SUSPENSION--WITH PAY:** The temporary relief from duty of an employee during a period of inquiry into actions of the employee.

**SUSPENSION--WITHOUT PAY:** The temporary separation from service of an employee without pay for disciplinary purposes.

**TRANSFER:** The change of an employee from one position to another in the same pay range.

## **SECTION 125.030: GENERAL PROVISIONS**

### *A. Non-Covered Parties*

1. Volunteers, elected officials, police reserves, contractual, intermittent, seasonal, temporary, and PRN employees are not covered by these rules unless specifically included.
2. Appointed officials are not covered by these rules except as they are covered under Sections [125.020](#), [125.030](#), 125.050 [125.120](#), [125.200](#), [125.210 through 125.240](#). Additional benefits may be provided to appointed officials upon approval by the Board.

### *B. Affirmative action program and equal opportunity policy:*

1. All City Employees, Volunteers, and Police reserve are covered by this Section.
2. No City employee shall discriminate against any applicant who seeks employment with the City or any fellow City employee as regards hiring, removal, work assignment or disciplinary action.
3. No question on any test or on any application form shall be framed as to attempt to elicit information concerning sex, race, color, ancestry, national origin, political or religious opinions, handicaps, or affiliations of any applicant. Such information may be gathered by the City Administrator for statistical purposes prior to employment.
4. Selection procedures used to hire, assign, or promote employees or candidates for employment shall be regularly reviewed by the City Administrator to insure that they are truly related to the job and that the requirements for a particular job are realistic and job related.
5. The City Administrator shall serve as the affirmative action officer for the City and shall supervise and oversee the selection, promotion, assignment and disciplinary procedures of the City. Each Department Manager shall be held fully responsible for insuring that the intent of the affirmative action plan is aggressively pursued in his/her department.
6. A person's sex will not be used as a hiring or promotional requirement, except where a person's sex is a bona fide requirement of the job.
7. The City Administrator will determine the requirement for each position. All hiring in the classified service shall be done at the direction of the City Administrator.
8. The City Administrator will also serve as employee counselor and shall assist employees in obtaining a job or personal counseling services from available sources. All employees are encouraged to discuss their employment, assignment and promotional possibilities with the City Administrator after informing the supervisor.
9. ~~The Human Resources Commission of the City shall review the City's affirmative action program and shall act as an advisor to staff and Board.~~
10. All jobs not filled by other provisions of these rules and offered to the public will be advertised in a newspaper of general local circulation.

11. Persons and organizations interested in assisting persons in obtaining employment with the City will be advised of job openings if their interest is made known in writing to the City Administrator.
12. Present employees shall be given equal opportunity in filling jobs as provided by these regulations [Section 125.100\(A\)](#).
13. ~~The City Administrator shall report to the Commission annually on the composition of the City employees by protected class.~~
14. ~~Departments whose composition of protected class employees do not approximate their percentage in the work force shall develop specific programs to insure progress toward this end. This plan, with comments of the City Administrator and the Commission, should be in the report of Subsection (13) above.~~

C. *Political Activity.* In addition to any restrictions on political activities that may apply to the City employees by reason of any State Statute or Federally-aided program subject to the Federal Election Campaign and Federal Political Activities Act, the following restrictions shall govern City Officers and employees:

1. No person who holds any compensated appointed City position shall make, solicit or receive any contribution to the campaign funds of any candidate for municipal office or take any part in the management, affairs, or political campaign of any such candidate; but he/she may exercise any other rights of a qualified elector. No employee shall prepare or circulate or file an initiative or referendum petition with respect to his/her own conditions of employment.
2. Any employee or officer who seeks nomination or becomes a candidate for public office in Osage Beach or a public office which might conflict with the public interests of Osage Beach shall immediately request a leave of absence during the campaign and if elected to office, shall immediately resign his/her position in the City of Osage Beach service. The provisions of this Section shall not apply to elected officials running for reelection. The Board of Aldermen shall determine whether or not a political office outside the City of Osage Beach conflicts with the public interests of Osage Beach.
3. No officer, agent, clerk, or employee, under the government of the City, and no candidate for any City office shall directly or indirectly, solicit or receive, or be in any manner concerned in soliciting or receiving any assessment, subscription, contribution, or political service, whether voluntary or involuntary for any political purpose whatsoever, from anyone on the lists or holding any position under the provisions of this Chapter. No officer or employee in the competitive service shall, directly or indirectly, solicit or receive, or be in any manner concerned in soliciting or receiving, any assessment, subscription or contributions, whether voluntary or involuntary, for any purpose affecting his/her working conditions, from any person other than an officer or employee in the competitive service.
4. Nothing in this Section shall be construed to prevent employees and officers from:
  - a. Becoming or continuing to be members of any political party, club, or organization;
  - b. Attending political meetings;
  - c. Expressing their views on partisan political matters outside of working hours and off City premises;
  - d. Circulation of petitions on a public question except as hereinabove restricted; or

- e. Voting with complete freedom in any election.
- D. *Violation of Rules.* Violation of the provisions of these rules shall be grounds for disciplinary action.
- E. *Amendment and Revision of Rules.* Proposed amendments and revisions of these rules may be suggested by an interested person to the City Administrator. The City Administrator will refer these suggestions, with his/her comments, ~~to the Commission for its review and referral~~ to the Board for action. The Board may, by ordinance, change or modify these rules. Amendments and revisions to these rules shall become effective upon adoption of an appropriate ordinance by the Board of Aldermen.
- F. *City Administrator.* The human resources program established by this Chapter shall be administered by the City Administrator or his/her designee, who shall be responsible for administering the classification and compensation plan, benefit program, recruiting, testing, performance rating system, and related programs. The City Administrator or his/her designee shall be responsible for training, health and safety, wage and salary administration, benefit and service award programs, human resources relations, human resources research studies and for employee counseling. The City Administrator or his/her designee shall:
1. Attend all meetings of the Human Resources Commission;
  2. Administer the provisions of this Chapter and of the human resources rules and compensation plan; and
  3. ~~Prepare and recommend revisions and amendments of the human resources rules to the Human Resources Commission.~~
- G. *Employee Human Resources Records.* The City Administrator and the Human Resources ~~Specialist~~ **Generalist** shall maintain a human resources file, to be known as the employee's human resources file, on each employee. Employees have the right to review their individual human resources folder and to have copies of any materials. They may request that any material be removed from their folders. Denial of **such a** request may be appealed. Employees have the right to prepare and submit a rebuttal to any material in the file. Employee's access to his/her human resources file shall be scheduled at the convenience of the employee and the ~~City Administrator~~ **Human Resources Generalist** and shall be reviewed only in the presence of the ~~City Administrator~~ **Human Resources Generalist** and the employee. ~~The right to copies shall be reasonable. Accusations will not be placed in an employee's human resources file. Accusations must be proven to be justified and discipline taken before it can be placed in the file.~~
- H. *Access to Human Resources Records.* Human resources files shall be protected from access by persons other than the following:
1. City Administrator
  2. Human Resources ~~Specialist~~ **Generalist**.
  3. Information may be shared with the City Attorney at the discretion of the City Administrator.
  4. Information Systems employees may have access by virtue of their Information Systems responsibilities.
  5. Department Managers for employees of his/her department(s);

6. Supervisors for employees directly supervised; and
7. The employee.
8. ~~If an employee appeals any matter to the Commission, the members thereof shall have access to his/her human resources records.~~

A City employee who reveals any information contained in another employee's human resources records to any person except as provided for herein shall be subject to disciplinary action.

The following information is generally available without authorization from the employee through the Human Resources ~~Specialist~~ **Generalist**:

1. Verification of data sufficient to insure proper identity of an employee; and
  2. Verification of current employment status.
  3. Requests for kinds of information not included above may only be considered when accompanied by a signed authorization from the employee or as provided in Subsection (I) below.
- I. *Request for materials.* Records subpoenaed or otherwise received in connection with some legal action or investigation must be submitted in itemized form. Items not specifically identified will not be provided. When an investigator seeks information, only the material specifically identified and requested shall be disclosed, and the investigator's credentials shall be checked by the ~~City Administrator~~ **Human Resources Generalist**. If there is any doubt concerning the validity of the credentials or appropriateness of the information requested, a written request for the material including verification of the credentials can be required before disclosure. All such requests shall be directed to the ~~City Administrator~~ **Human Resources Generalist**. For the purposes of this Section "investigator" shall be an individual specifically named by a court of competent jurisdiction.
- J. *Conflict of Interest.* In addition to State Statutes regulating and defining conflict of interest, no employee shall accept any gift, favor, or service that might reasonably tend to improperly influence the officer or employee in the discharge of official duties.

No employee of the human resources office, or examiner, or other person shall defeat, deceive or obstruct any person in his/her right to examination, eligibility, certification or appointment under this act, or furnish to any person any special or secret information for the purpose of affecting the rights or prospects of any persons with respect to employment in the City of Osage Beach.

No employee shall have a direct or indirect financial interest that conflicts substantially with his/her official duties and responsibilities; nor accept or solicit a fee, payment or expense, gratuity or any other thing of monetary value; nor influence or coerce others in the City Government to gain a financial or other advantage for themselves or a family member or other interest; nor engage directly or indirectly in a financial transaction as a result of or primarily relying on information not available to the general public, nor accept contemporaneously with his/her City employment, any other employment for compensation that would tend to conflict with City duties or tend to reflect unfavorably upon the appearances and purposes of the City of Osage Beach.

- K. *Nepotism* In addition to any restrictions or prohibitions placed upon the employment of relatives by the Missouri Constitution, the following guidelines are set in place: Persons

related to an elected official of the City shall not be employed by the City during the tenure of said elected official unless the employment precedes the election.

1. Persons related to an appointed commissioner or board member shall not be employed by the City in any department directly associated with that commission or board during the tenure of said appointed official, unless the employment precedes the appointment.
2. Persons related to each other shall not be employed by the City in the same department. This shall apply to all city employees. **For purposes of this section employees working within the departments of Law Enforcement, 911 Center, and Ambulance shall be considered as working within one department.**
3. For purposes of determining the applicability of this section to candidates for employment by the City, the term “related” shall be defined to include any relationship by blood or marriage within the fourth degree.

L. *Gender.* When any subject matter, party or person is described or referred to by words imparting the masculine or feminine, the other sex shall be deemed to be included.

M. The City believes that employment with other employers may result in negative impact on the City of Osage Beach. Therefore, secondary employment must be approved by the appointee in direct line of supervision. Such approvals shall be filed in the individual's employee human resources file. Denial of secondary employment may be appealed under [Section 125.170](#).

#### **SECTION 125.040: HUMAN RESOURCES COMMISSION**

A. *Appointment Human Resources Commission.* The Commission will consist of the following members:

1. Chairman shall be the City Administrator or in the absence of the City Administrator, the Assistant City Administrator who shall vote only in case of a tie.
2. Three (3) department managers who shall serve rotating ~~two (2)~~ four (4) year terms **appointed by the City Administrator.**
3. Three (3) employees who will be ~~chosen by the rank and file~~ **elected by the non-supervisory employees and/or non management employees** and which will consist of one (1) employee from the ~~Department of Public Safety~~ **Police Department** one (1) employee from ~~Administration~~ and one (1) employee from the ~~Departments of Public Works and Airports~~ **Departments** to serve for ~~two (2)~~ four (4) years. No person shall serve successive terms.
4. The City Clerk shall be the Secretary.

B. *Duties of the Commission.*

- ~~1. Members shall elect a Vice Chairman from their members.~~
2. The ~~initial~~ Commission ~~appointed by the Board~~ shall adopt **suggest** rules and regulations governing the conduct of their business ~~within six (6) months of appointment~~ and submit them to the Board for approval. Any future rules, regulations, or amendments shall be submitted to the Board for approval.
3. ~~The Commission shall review and approve of all suspensions and all involuntary separations from City service~~ **The Commission shall hear all appeals as specified in Section 125.180.**
4. ~~The Commission shall act as a sounding board for matters relating to City employment and the City's Affirmative Action Report as provided in~~ [Section 125.030\(B\)\(13\)](#) above.

- C. *Meetings.* ~~The Human Resources Commission shall hold regular meetings as provided in the rules adopted by the Commission. Regular meetings may be adjourned to a certain time and place designated.~~ The Commission may hold special meetings upon the call of the Chairman or a majority of the Commission members. A majority of the members shall constitute a quorum for the transaction of business. Meetings shall be conducted ~~formally~~ **informally** in accordance with such rules ~~and procedures~~ as may be adopted by the ~~Human Resources Commission~~ **Board**. All members of the Commission shall be notified at least twenty-four (24) hours before the special meeting.

## **SECTION 125.050: PAY AND COMPENSATION**

It is the policy of the City of Osage Beach that a Classification and Compensation System be established and maintained to provide a means to assist in recruiting, retaining, and rewarding qualified employees. The Classification and Compensation System shall seek to establish wage and salary ranges that are competitive with the labor market. ~~All non-elected positions within the City shall be included in the system.~~

The objectives of the system are as follows:

1. To maintain pay structures that are competitive with labor markets from which employees are recruited and is reflective of the values and goals of the City.
  2. To ensure the most effective and efficient use of the City's financial resources.
  3. To provide a rational basis for making pay decisions eliminating arbitrary salary assignments, thereby establishing and ensuring internal fairness and equity.
- A. *Preparation of Plan.* The City Administrator or the person or firm employed for that purpose shall ascertain and record the duties and responsibilities for all positions in the classified service and shall recommend a classification plan for such positions. The classification plan shall consist of classes of positions in the classified service defined by class specifications, including job titles. The classification shall be developed and maintained to insure that all positions substantially similar with respect to duties, responsibilities, authority, and character of work are included within the same class, and that the same schedules of compensation may be made to apply with equity under like working conditions to all positions in the same class. Job descriptions shall reflect normal duties but shall not preclude the assignment of additional duties as best meets the needs of the City.
- B. *Maintenance of the Classification and Compensation Plan.* The Human Resources ~~Specialist~~ **Generalist** and City Administrator are responsible for implementation and maintenance of the Classification and Compensation System. These responsibilities include assessment of proposed new positions, reassessment of existing positions, preparation and maintenance of job descriptions and assignment of position titles and pay levels, and maintenance of the overall City pay structure.
- C. *Assessment of New Positions*
1. Following approval to create a new position, the supervisor completes the Job Analysis Questionnaire (JAQ) describing the duties to be assigned to the position.
  2. The Department Manager submits the JAQ to the Human Resources ~~Specialist~~ **Generalist** and City Administrator for assessment.

3. The Human Resources ~~Specialist~~ **Generalist** conducts an assessment of the duties and responsibilities of the position and in consultation with the City Administrator, assigns a position title and pay ~~grade~~ **level**.
4. The Department Manager is notified in writing of the position title and pay ~~grade~~ **level**.

D. Reassessment of an Existing Position

1. Except in unusual circumstances, requests for reassessment may be made annually in concert with budget preparation. Each year the Human Resources ~~Specialist~~ **Generalist** will notify departments of the period within which any position reassessments must be considered. A review of a position's classification is warranted when there has been a material, significant, and permanent change in job duties. The supervisor or Department Manager is responsible for recognizing such job changes. Additionally, an employee who believes his or her job is not properly classified may request a reassessment.
2. When the supervisor and Department Manager concludes that a material, significant, and permanent change in job duties has occurred, the JAQ should be completed and sent through administrative channels to the Human Resources ~~Specialist~~ **Generalist**.
3. Upon receipt of a JAQ, an assessment of the duties and responsibilities of the position will be made. This process usually includes an interview with the employee and supervisor. Following a complete evaluation, the Human Resources ~~Specialist~~ **Generalist** in consultation with the City Administrator will determine if the job should remain as presently classified or if a new classification is appropriate. The Department Manager is notified in writing of the reassessment results.

E. *Periodic Position Review and Maintenance of Job Descriptions.* In order to ensure that jobs remain in the appropriate classification and job descriptions are relevant, the Human Resources ~~Specialist~~ **Generalist** is responsible for establishing procedures so that all positions are reviewed every four years.

F. *Annual Review of Pay Structure.* It is the policy of the City to pay at a level that is competitive with market rates for City positions. Through annual review of the Pay Plan, the City Administrator will recommend necessary modifications and the Board of Aldermen will address discrepancies between the City's level of pay and market pay level for jobs. Modification of the Pay Plan will be based on changes in the market and the City's available resources.

The Human Resources ~~Specialist~~ **Generalist** will annually compare pay ranges established in the Pay Plan with market pay for similar jobs.

G. *Individual Employee Pay Adjustments.* Individual pay adjustments may be made in any of the following ways:

1. Merit and Lump Sum Increases--Refer to Merit Increase Policy dated 01/01/10~~2~~.
2. Overtime/Comp. Time/Flex Time--Refer to policy dated 05/01/05.
3. Tuition Reimbursement--Refer to policy dated 05/01/05.
4. Education Incentive--Refer to policy dated 01/01/09.
5. Travel and Expense--Refer to policy dated 01/01/10.
6. Uniform/Dress--Refer to policy dated 01/01/10.

7. City wide merit adjustment--The Board of Aldermen may authorize a City wide merit adjustment. The Board may authorize a percentile range for the adjustments.
8. Call Out Pay.
  - a. Employees will be paid a minimum of three (3) hours when called to work during off duty hours for emergency or imperative work that can not be addressed during business hours or as determined by the department manager.
  - b. An employee called out within three (3) hours or less from the start of his/her regular scheduled shift shall be paid for actual hours worked at his/her regular wage rate and mileage reimbursement does not apply.
  - c. Round trip mileage, calculated from the employee's residence to the City (appropriate departmental location) and back to the residence, shall be paid upon departmental authorization on call outs, excluding exception listed above in item (b).
9. Pager Pay.
  - a. Employees with pre-determined positions requiring a pager for a determined time period for the purpose of on-call status (may be a cell phone or other electronic device used for contact on a continuous on-call period) shall receive eight (8) hours of his/her regular wage per week (week = a seven (7) day period and for time periods other than a week, paid hours shall be pro-rated) to compensate for this on-call status.
  - b. Employees are required to be able to report to work upon call-in within a reasonable time period based on the equivalent travel time from his/her specific residence.
  - c. The same 'fit for duty' expectations apply as if the employee is reporting for work during his/her regular scheduled hours of work.
  - d. Employees shall forfeit his/her scheduled pager pay if employee is unable to perform the duties required for any reason and/or is unable to report to work within the reasonable time frame stated above.
  - e. Unless otherwise stated in this policy, City code Section 125.150: Discipline shall be followed when imposing discipline for violation of this policy.

#### **SECTION 125.070: APPLICATIONS AND APPLICANTS**

- A. *Announcement.* All examinations for City employment not filled by the special conditions of [Section 125.100](#) below must be advertised in a newspaper of general, local circulation. Job announcements must also be sent to any interested individuals or groups active in assisting persons in obtaining City employment. The ~~City Administrator~~ **Human Resources Generalist** must also take whatever steps may be necessary to insure public awareness of City employment opportunities. He/she may advertise outside the community when appropriate.
- B. *Application Forms.* Applications shall be made as prescribed on the job announcements. Application forms shall require information covering training, experience, and other pertinent information, and may include certificates of one (1) or more examining physicians, references and fingerprinting. All applications must be signed by the person submitting the application.
- C. *Disqualification.* The City Administrator shall reject any application which indicates that the applicant does not possess the minimum qualifications required for the position. Applications may be rejected if the applicant is unfit for the performance of the duties of the position to which he/she seeks appointment, has made any false statement of any material fact, or has practiced any deception or fraud in his/her application.

**D. SECTION 125.080: EXAMINATIONS**

- A. *Nature and Types of Examinations.* The selection techniques used in the examination process shall be impartial and shall be job related. Examinations shall consist of selection techniques which will fairly test the qualifications of candidates. Such tests may be, but are not necessarily limited to applications, achievement and aptitude tests, other written tests, evaluation of daily work performance, work records, medical tests, oral examinations, or any combination of these or other accepted tests.
- B. *Promotional Examinations.* Promotional examinations may be conducted whenever, in the opinion of the City Administrator, the needs of the service require such examination. Promotional examinations may include any selection technique mentioned in Subsection (A) above, or any combination of techniques. Only full-time or probationary employees who meet the requirements set forth in the promotional examination announcements will normally compete in promotional examinations. The City Administrator may, however, open promotions to later entry when deemed necessary.
- C. *Notification of Examination Results.* Each candidate in a promotional examination shall be given written notice of the results thereof.
- D. *Review of Examination Papers.* Any candidate shall have the right to inspect his/her own examination papers within ten (10) calendar days after the notice of examination results are mailed or posted. Any error in computation, if called to the attention of the City Administrator within this period, shall be corrected. Such correction shall not, however, invalidate appointments previously made.

**SECTION 125.090: EMPLOYMENT LISTS**

- A. *Employment Lists.* As soon as possible after the completion of an examination for which employment lists are maintained, the ~~City Administrator~~ **Human Resources Generalist** shall prepare and keep available an employment list consisting of the names of candidates who qualified in the examination.
- B. *Duration of Lists.* Employment lists shall remain in effect for a period prescribed by the City Administrator, unless sooner exhausted, and may be extended prior to their expiration dates by the City Administrator. In no event shall an employment list remain in effect for more than one (1) year.
- C. *Reemployment Lists.* The names of full-time employees who have been laid off shall be placed on appropriate reemployment lists in the order of total continuous cumulative time served in probationary and full-time status. Such names shall remain thereon for a period of one (1) year unless such persons are reemployed. Employees who have been laid off shall assume the responsibility for advising the ~~City Administrator~~ **Human Resources Generalist** of a current address and telephone number where they may be reached in the event that appropriate jobs become open. In the event reasonable attempts by the ~~City Administrator~~ **Human Resources Generalist** to contact an employee who has been laid off fail, that employee shall be removed from the reemployment list until such time as he/she contacts the ~~City Administrator~~ **Human Resources Generalist** and advises him/her of an address and telephone number where he/she may be reached.
- D. *Removal of Names From List.* The name of any person appearing on an employment, reemployment or promotional list shall be removed by the City Administrator if the eligible person requests in writing that his/her name be removed; if he/she fails to respond to a notice

sent by certified mail to his/her last known address; or for any of the reasons specified in [Section 125.070\(C\)](#) of these rules. The names of persons on promotional employment lists who resign from service shall automatically be dropped from such lists.

#### **SECTION 125.100: METHOD OF FILLING VACANCIES**

- A. *Appointment.* Full-time positions deemed vacant by the City Administrator shall be opened to all City employees for a five (5) day period. Such jobs shall be posted on all official employee boards. Applicants shall meet the minimum qualifications specified in the relevant job description and shall be selected by merit and qualifications. Vacant Department Manager positions may not be posted, although the City Administrator will review the qualifications of current City employees to assure that equal opportunity is afforded them in filling the vacancy. Any of the selection techniques outlined in [Section 125.080\(A\)](#) above of these rules may be used if more than one (1) qualified applicant applies for a position posted under this rule. The employee selected will be required to serve a minimum six (6) month training period/probationary period.
- B. *Training Positions.* The City Administrator may place an individual in any vacant job as an on-the-job training position. Upon placement, the City Administrator may set the length of the training period. Upon successful completion of the training period, the trainee may be appointed if a full-time position is available. An employee not successful in meeting the job criteria at the end of the training period shall be returned to his/her previous position or a comparable position as best meets the needs of the City. Persons not previously City employees placed in training positions may be terminated at any time.
- C. *Temporary Employees.* The City Administrator may authorize temporary hiring as best meets the needs of the City ~~within the currently approved classification plan.~~
- D. *Other Appointments.* Positions not filled by provisions of [Section 125.090](#) above or Subsections (A) through (C) of this Section shall follow the recommendations of [Section 125.070](#) above.

#### **SECTION 125.110: PROBATIONARY PERIOD**

- A. *Regular Appointment Following Probation Period.* All original appointments shall be tentative and subject to a probationary period of not less than six (6) months actual service. The City Administrator may establish a longer probationary period for specified classes. The probation period may be extended by the City Administrator.
- B. *Objectives of the Probationary Period.* The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to the position. The Department Manager concerned shall evaluate all probationary employees in accordance with established City policies. The Department Manager concerned shall communicate in memorandum form indicating how the individual has been trained, counseled and given every reasonable opportunity to perform the duties of the position, and if the employee should be given regular status, probation extended, or terminated
- C. *Rejection of Probationer.* During the probationary period, an employee may be terminated without right of appeal. Notification of termination in writing shall be forwarded to the probationer and a copy filed with the probationer's file.
- D. *Completion of Probation.* Upon successful completion of the six (6) month probationary period, employees shall be eligible for a three percent (3%) increase in their base pay upon

the recommendation of their supervisor and approval by the City Administrator. ~~If the employee does not successfully complete the six (6) month probationary period he/she will be terminated.~~

E. *Full-Time Employees.*

1. If a full-time employee is placed on a 3-month or 6-month probation due to the result of a merit evaluation, bi-weekly meetings will be scheduled with the employee and the Department Manager/ Supervisor to review the employee's progress. The City Administrator will be notified and given regular updates as to the progress being made. At the end of the probation, if the employee has brought their performance up to 'Meets Expectations', they will receive a merit increase for the remaining months of the annual evaluation. The employee will be re-evaluated again on their regular annual evaluation date, but will not be reimbursed for the months spent on probation.
2. If an employee is placed on a 3-month probation and has not improved his/her performance, the employee will be given an additional 3 months to improve. If no improvement is made at that time, he/she will be terminated immediately. At no time will a probation period be extended beyond 6 months.
3. When possible, the employee should be provided at least 90 days warning of the developing problems. This can be done through informal counseling and oral and written reprimands. Records of these actions should be kept by the supervisor, with copies of reprimand forms sent to the Department Manager and the Human Resources ~~Specialist~~ **Generalist**.

**SECTION 125.120: ATTENDANCE AND LEAVES**

- A. *Attendance.* Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees, which shall be reported to the City Administrator in the form and on dates specified. Employees that are absent after exhausting all leave balances will be subject to disciplinary action up to and including termination. Failure on the part of an employee, absent without leave, to return to duty within twenty-four (24) hours after notice to return to or within seventy-two (72) hours after such notice was mailed to his/her last address, shall be cause for immediate discharge, and such employee automatically waives all appeal rights under the rules.
- B. *Annual Vacation Leave.* The purpose of annual vacation leave is to enable each eligible employee to return to his/her work mentally refreshed. All full-time employees in the classified service shall be granted annual vacation leave with pay. Probationary employees who have served less than one (1) year in the service of the City may not take vacation leave; however, vacation credits for the time so served shall be granted to each probationary employee who receives full-time employment.
1. Full-time employees shall receive vacation credits at the following rates:
    - a. Full-time employees with more than one (1) year of continuous service shall receive one (1) times the number of hours in a standard workweek, excluding overtime.
    - b. Full-time employees who have between two (2) years of continuous service and eight (8) years of continuous service shall receive two (2) times the number of hours in a standard workweek, excluding overtime.
    - c. Full-time employees who have more than eight (8) years of continuous service and up to fourteen (14) years of continuous service shall receive three (3) times the number of hours in a standard workweek, excluding overtime.

- d. Full-time employees with more than fourteen (14) years of continuous service shall receive four (4) times the number of hours in a standard workweek, excluding overtime.
  2. Vacation is granted at the end of each year of service. Therefore vacation awarded for the first (1st) year of service does not belong to the employee until the end of the year, on the first (1st) day of the second (2nd) year. The employee will be credited with appropriate hours of vacation after each year of uninterrupted service. The vacation leave granted for the previous year must be used prior to the end of the year when it is granted or the employee forfeits all rights to use or ownership. Also see Subparagraphs (3) and (4) below.
  3. The times during a calendar year at which an employee may take his/her vacation shall be determined by the Department Manager with due regard for the wishes of the employee and particular regard for the needs of the service. If the requirements of the service are such that an employee cannot take part or all of his/her annual vacation in a particular service year, such vacation shall be taken during the following service year. Length of service shall be used to resolve conflicts over vacation period between employees of the same class. Also see Subsection (A) hereinabove and Subparagraph (4) hereinbelow.
  4. No employee may accrue more vacation leave than could be earned in twelve (12) months of service without written permission of the Department Manager and the City Administrator. If employee is ~~is~~ hospitalized while on vacation, those days will be charged to ~~sick~~ personal leave with approval of the City Administrator or Department Manager.
  5. In the event one (1) or more municipal holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave; and the vacation leave shall be extended or credited accordingly.
  6. Employees who have satisfactorily completed probation and completed at least one (1) year of service, and who terminate employment shall be paid in a lump sum for all granted vacation leave earned, but not used or forfeited, prior to the effective date of termination.
  7. Employees with fourteen (14) or more years of continuous service may, at their option, exchange ~~up to~~ one-week vacation for ~~up to~~ one week's wage/salary.
- C. *Personal Leave.* This category of leave shall be granted to all full-time employees within the classified service. This type leave is to allow employees to take time during normal working hours to handle their personal tasks. This leave is a benefit, not a right, of the employee and therefore the needs of the City shall be paramount when deciding if this leave may be granted.
1. Use of personal leave must be approved by the supervisor. This approval should be sought in advance of the use of personal leave. In exceptional cases, such as illness, the supervisor should be notified within one-fourth (1/4) hour of the start of the workday or according to departmental rules. If additional notification is required, the supervisor may deny use of personal leave.
  2. Personal leave may be used in increments as small as fifteen (15) minutes.
  3. Personal leave may be accumulated without limit, however, because this is a benefit and not a right of the employee, there will not be any compensation for accrued personal

leave upon, or prior to, an individual's separation from City service. The individual has no right to "use up" accrued personal leave prior to separation.

4. Personal leave shall accrue at the following rates and only accrue when full-time employees are in a paid leave status:
  - a. Full-time employees who normally work an eight (8) hour shift and the annual number of hours worked is two thousand eighty (2,080) hours, then the employee shall accrue eight (8) hours personal leave on the first (1<sup>st</sup>) pay check of the following month.
  - b. Full-time employees who normally work a twelve (12) hour shift and the annual number of hours worked exceeds two thousand eighty (2,080), then the employee shall accrue twelve (12) hours personal leave on the first (1<sup>st</sup>) pay check of the following month.
5. Probationary employees will accrue personal leave during probationary period but cannot use personal leave until the successful completion of the probationary period.
6. Employees who do not use any personal leave in a given calendar year and have accumulated a minimum of eighty (80) hours may cash in the hours earned that year, over the eighty (80) minimum, at a rate of one (1) hour pay for each two (2) hours cashed in. This will be paid on the last pay period in December.
7. Employees that leave the service of the City after 10 years of employment and have accrued more than six (6) weeks of personal leave may convert their personal hours to 401A retirement dollars based on the following vesting schedule with a maximum payout of \$10,000. Amount not to exceed maximum contribution in the 401A for the calendar year.

Employed with the City for Ten (10) years through Fourteen (14) years – Twenty-Five percent (25%)

Employed with the City for Fifteen (15) years through Nineteen (19) years – Fifty percent (50%)

Employed with the City for Twenty (20) years or more - Seventy-Five percent (75%)

D. *Donation of Leave.* Refer to the Donation of Leave policy dated ~~05/01/05~~.03/15/12

E. *Occupational Leaves.*

1. *Worker's Compensation.* An employee injured while performing assigned duties shall be entitled to the provisions of the Worker's Compensation Act. Refer to the Worker's Compensation Policy dated ~~05/01/05~~.03/15/12
2. *Maternity/Paternity Leave.* Shall be according to the Family Medical Leave Act. Refer to the FMLA Policy dated ~~05/01/05~~.03/12/12
3. *Bereavement Leave.* Paid leave may be granted in the event of the death of a member of the employee's immediate family. Immediate family shall consist of the employee's spouse, children, parents, brothers, sisters, or spouse's children, parents, brothers, sisters, mother-in-law, father-in-law, grandparents, or other dependents. No more than three (3) working days bereavement leave shall be granted in each case. **One day may be granted to attend services for step-parents and step-children. Personal time may be taken for any additional time needed.**

4. *Educational Leave.* The City Administrator may authorize special leaves of absences, with or without pay, for any period not to exceed six (6) calendar months in any one (1) calendar year for attendance at a school or university for the purpose of training in subjects relating to the work of the employee which will benefit the employee and the City service.
5. *Military Leave.* Leave of absence to perform military duties mandatory--discrimination against militia members a misdemeanor--hours of leave, how computed.
  - a. All employees of the City of Osage Beach who are or may become members of the National Guard or of any reserve component of the Armed Forces of the United States shall be entitled to leave of absence from their respective duties without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits to which otherwise entitled for all periods of military services during which they are engaged in the performance of duty or training in the service of this State at the call of the Governor and as ordered by the Adjutant General without regard to length of time and for all periods of military services which they are engaged in the performance of duty in the service of the United States under competent orders for a period not to exceed a total of one hundred twenty (120) hours in any Federal fiscal year Before any payment of salary is made covering the period of the leave, the employee shall file with their immediate supervisor an official order from the appropriate military authority as evidence of such duty for which military pay is granted which order shall contain the certification of the employee's commanding officer of performance of duty in accordance with the terms of such order.
  - b. Before any payment of salary is made covering the period of the leave, the employee shall file with their immediate supervisor an official order from the appropriate military authority as evidence of such duty for which military pay is granted which order shall contain the certification of the employee's commanding officer of performance of duty in accordance with the terms of such order.
  - c. No member of the organized militia shall be discharged from employment by the City because of being a member of the organized militia, nor shall he/she be hindered or prevented from performing any militia service he/she may be called upon to perform by proper authority nor otherwise be discriminated against or dissuaded from enlisting or continuing his/her service in the militia by threat or injury to him/her in respect to his/her employment. Any employee of the City violating any of the provisions of this Section is guilty of a misdemeanor.
  - d. Notwithstanding the provisions of any other administrative rule or law to the contrary, any person entitled to military leave pursuant to the provisions of Subparagraph (a) of this Subsection shall only be charged military leave for any hours which that person would otherwise have been required to work had it not been for such military leave. The minimum charge for military leave shall be one (1) hour and additional charges for military leave shall be in multiples of the minimum charge.
  - e. Any individual released from active duty with the National Guard of any reserve component of the Armed Forces of the United States shall report to the City for return to active status with the City within thirty (30) days of release from active duty. Failure to contact the City may result in a loss of benefits under this Section.
6. *Leave Of Absence Without Pay.* The City Administrator may grant a full-time or probationary employee a leave of absence without pay or change in seniority. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request; and the approval shall be in writing. Upon expiration of a

- regularly approved leave, the employee shall be reinstated in the position held at the time leave was granted or in a comparable position. Failure on the part of an employee on leave to report promptly upon expiration of his/her leave may be cause for discharge. No leave benefits or time in grade accrues to individuals while in this status.
7. *Jury Leave.* Every employee of the City who is required to serve as a trial juror shall be entitled to absent themselves from their duties with the City during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee will be compensated 100% by the City in addition to any compensation received as a result of jury duty.
  8. *Family and Medical Leave.* Family and medical leave shall be granted pursuant to provisions of the Family and Medical Leave Act of 1993 (FMLA). The FMLA entitles the employee up to twelve workweeks of unpaid leave in a given 12-month period. The 12-month period shall be established on the first day family and medical leave is granted. Proper certification must be provided prior to leave being granted. Time in grade shall not accrue while on unpaid family and medical leave. Refer to family and medical leave policy and procedures dated ~~05/01/05~~ **03/15/12**
  9. *Holidays.* The holidays to be observed by full-time employees except shift workers are:
    - a. New Year's Day.
    - b. Dr. Martin Luther King, Jr. Birthday
    - c. Good Friday
    - d. Memorial Day
    - e. Independence Day
    - f. Labor Day
    - g. Veterans Day
    - h. Thanksgiving Day
    - i. Friday after Thanksgiving
    - j. Christmas Day.
    - k. Any Friday immediately following a City holiday which falls on Thursday.

All full-time employees of the City shall receive normal compensation for the legal holidays listed above and any other days or part of a day during which the public offices of the City shall be closed. All full-time employees shall receive compensation in proportion to the average number of hours normally scheduled to work. Probationary employees shall be considered for purposes of this Section to be full-time employees.

It shall be the policy of the City to insure that all full-time employees enjoy the same number of holidays each year. The standard shall be the number of holidays in a particular year which will be celebrated by employees when a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

Any regular employee in the City service who shall be required to perform work or render services on a regularly scheduled holiday shall:

Receive a day off at his/her regular pay rate in lieu of the holiday missed; or

At the option of the City he/she may be compensated at the City's approved overtime rate for his/her service on the regularly scheduled holiday. The recommendation for payment must be recommended for approval by his/her appointed official and approved by the City Administrator.

*Shift Workers.* Due to difficulty in scheduling, shift workers shall receive the same number of paid hours, credited as special leave, as other City employees receive in holiday hours. The hours of special holiday leave will be credited to each employee's holiday leave bank after each holiday is observed. No shift worker may carry over more than twenty-four (24) hours of holiday leave from one (1) calendar year to the next; requests for carry over must be in writing. All hours of holiday leave not used or carried over shall be paid for on a special paycheck in December of each year. Upon separation, any accumulated or approved carry over holiday leave hours shall be paid to the employee.

**SECTION 125.140: TRANSFER, PROMOTION, RECLASSIFICATION, DEMOTION, SUSPENSION AND REINSTATEMENT**

- A. Transfer. No employee shall be transferred to a position for which he/she does not possess the minimum qualifications unless the City Administrator authorizes an on-the-job training appointment. An employee who transfers from one position to another position within the same pay range shall retain his/her salary.
- B. Promotion. Insofar as is consistent with the best interests of the City, vacancies in the classified service ~~shall~~ **may** be filled by promotion from within the classified service. Employees who are promoted from one pay grade to a higher pay grade shall receive a 3% for each pay grade increase or the minimum salary level for the new position.
- C. ~~Demotion.~~ **Reclassification** An employee may request a ~~demotion~~ **reclassification** to a position assigned a lower pay grade. If the position requested by the employee is in the career ladder or promotional path of the employee, the employee's salary will be reduced only to the extent required to bring the employee within the salary range of the new position.
- D. **Demotion.** The City Administrator may demote an employee ~~whose ability~~ **who is unable** to perform his/her required duties ~~fall below standard~~, or for disciplinary purposes. In this event, the employee's pay may be reduced to the minimum of the new pay level. Written notice of the demotion shall be given to the employee before the effective date of the demotion. In the event the employee cannot be located, notice will be given by certified mail to the employee's last listed mailing address.
- E. Suspension Without Pay. The City Administrator may suspend an employee at any time for ~~a disciplinary purpose~~ **violation of City code**. Suspension without pay shall not exceed thirty (30) calendar days, ~~nor shall any employee be penalized by suspension for more than thirty (30) calendar days in any fiscal year.~~ Department Managers may suspend a subordinate employee for not more than three (3) working days at any one time, and not more than once in a thirty (30) calendar day period. Any suspension shall be reported immediately to the City Administrator.
- F. Suspension With Pay. **The City Administrator or** Department Managers may suspend an employee with pay for up to three (3) working days for the purpose of conducting an investigation ~~of an allegation, which if true, may result in disciplinary action up to and~~

~~including termination.~~ The City Administrator may authorize a longer period if necessary. All such suspensions shall be reported immediately to the City Administrator.

- G. Reinstatement. Former employees with less than thirty (30) days break in service may be reinstated ~~at the request of~~ **at the same pay, benefits, and seniority by** the City Administrator. Other former employees, except those on reemployment lists will be treated in the same manner as all other applicants and subject to all normal selection processes.

## **SECTION 125.150: DISCIPLINE**

### *A. Policy.*

1. It shall be the duty of all City employees to comply with and assist in carrying into effect the provisions of the City's human resources rules and regulations.
2. It is the duty of every supervisor to discuss improper, inappropriate or inadequate performance with their employees in order to correct the deficiencies and to avoid the need to exercise negative disciplinary action. Discipline shall be, whenever possible, of a progressive nature requiring documentation using the steps listed:
  - a. Warning.
    - (1) Verbal.
    - (2) Written.
  - b. Suspension.
  - c. Demotion.
  - d. Probation
  - e. Termination.
3. It is the duty of every employee to attempt to correct any improper, inappropriate or inadequate performance, and make every effort to avoid conflict with the city's rules and regulations and policies.

- B. The continuing employment of every employee in the City service shall be contingent upon acceptable conduct, needs of the City, and satisfactory performance of duties. Failure to meet such standards of conduct and work performance for any of the following listed reasons, such reasons not to be considered all-inclusive, are sufficient grounds for disciplinary action, up to and including ~~dismissal~~ **termination**.

1. Falsification of any information required by or presented to the City.
2. Absenteeism.
3. Tardiness.
4. If the employee is incompetent or inefficient in the performance of his/her duties.
5. Refusing to obey a reasonable order.
6. A felony conviction.
7. Misappropriation, destruction, theft, or unauthorized use of municipal property.
8. Prohibited political activities, under [Section 125.030\(C\)](#).

9. Use of drugs, narcotics, or liquor affecting the employee's job performance.
10. Discrimination or harassment by an employee on the basis of age, race, color, sex, national origin, marital status, handicap, political or religious affiliations toward any other employee or applicant.
11. Neglect or carelessness resulting in physical or legal damage to municipal property or equipment.
12. Abusiveness in attitude, language or conduct to fellow employees or to the public.
13. Acceptance of gratuities, kickbacks or bribes.
14. Employee subsequently becomes physically or mentally unfit for the performance of duties.
15. Acts of misconduct.
16. Willful disregard of orders.
17. Failure to properly report accidents or personal injuries.
18. Repeated convictions during employment on misdemeanors.
19. Revealing confidential information from human resources files (see [Section 125.030\(F\)--\(H\)](#)).
20. Violation of any aspect of alcohol, drug, and controlled substances rules ([Section 125.220](#)).
21. Violation of harassment rules ([Section 125.210](#)).

#### **SECTION 125.160: SEPARATION FROM THE SERVICE**

- A. *Termination.* ~~An employee~~ **All non-probationary employees** in the classified service may be terminated for cause at any time by the City Administrator ~~with approval of the Commission.~~  
An employee who has been terminated shall be furnished a written statement of the reasons for such action and shall be entitled to a hearing if he/she so requests, as provided in these rules. ~~Exception for probationary employees. See [Section 125.110](#).~~
- B. *Lay Off.* The City Administrator may lay off an employee in the classified service because of material change in duties or organization or shortage of work or funds. The employee shall be placed on an appropriate reemployment list as provided by these rules.
- C. *Resignation.*
  1. An employee wishing to leave the classified service in good standing shall file with the City Administrator through his/her Department Manager a written resignation stating the effective date ~~and reasons for leaving~~, at least two (2) weeks before leaving the service, unless such time limit is waived by the City Administrator. Failure to give notice as required by this Section shall be cause for denying future employment by the City.
  2. If the employee provides two (2) weeks' notice and the City chooses not to use the services of the employee for those two (2) weeks, the employee shall receive compensation for that two (2) week period as per their normal work schedule.

## **SECTION 125.180: RULES OF APPEAL TO HUMAN RESOURCES COMMISSION**

The provisions of this Section shall not be pursued until the employee has pursued the grievance procedures outlined in [Section 125.170](#).

- A. *Right of appeal.* Any full-time employee in the classified service shall have the right of appeal to the Human Resources Commission any ~~disciplinary action~~ **suspension greater than 10 days or termination.** ~~or interpretation of alleged violation of these rules.~~
- B. *Method of appeal.* The appeal shall be a written statement, addressed to the Human Resources Commission, filed with the City Administrator, **describing action appealed and relief requested.** ~~explaining the matter appealed and setting forth therein a statement of the action desired by the appellant, with his/her reasons therefore.~~ Appeals must be filed within fifteen (15) calendar days of the date of the decision to be appealed. ~~The formality of a legal pleading is not required.~~
- C. *Notice.* Upon the filing of an appeal, the City Administrator shall set a date ~~and place with concurrence of the Commission Chairman~~ for a hearing on the appeal ~~not less than ten (10) days, nor more than thirty (30) days from the date of filing.~~ The City Administrator shall notify all interested parties **employee and supervisor** of the time and place of hearing. The appellant **employee will cooperate with Commission.** ~~shall appear personally, unless physically unable to do so, before the Human Resources Commission at the time and place of the hearing. Hearings shall be conducted by rules set by the Human Resources Commission and approved by City Board.~~
- D. *Findings and implementations Recommendations.* The findings **recommendations** of the Human Resources Commission shall be forwarded to the City Administrator. ~~for his/her implementation within sixty (60) days or appeal to the Mayor and Board of Aldermen.~~
- E. *Process to appeal to the Mayor and Board of Aldermen.*
- ~~1. Any full time employee aggrieved by an action of the Commission or the City Administrator may appeal to the Mayor and Board of Aldermen by filing a written request to the Commission within ten (10) days of the ruling by Commission. The appeal must include the reason for the appeal and ruling of the Commission. The Mayor and Board of Aldermen may reject hearing the appeal.~~
  - ~~2. The Mayor and Board of Aldermen's decision to hear or reject the appeal will be stated within ten (10) days of receipt of the request.~~
  - ~~3. The Mayor and Board of Aldermen may suspend the ruling of the Commission after receiving the request for hearing, pending the hearing completion.~~
  - ~~4. The Mayor and Board of Aldermen, if they hear the appeals shall schedule the hearing within thirty (30) days of their decision to hear the appeal.~~
  - ~~5. The process shall be conducted in an informal manner and the Mayor and Board of Aldermen shall make every effort to avoid the appearance of conducting a trial in a court of law.~~
  - ~~6. The hearing shall be open to the public at the discretion of the Mayor and Board of Aldermen, subject to the requirements of law.~~
  - ~~7. The Mayor and Board of Aldermen, after the hearing, shall issue a decision within ten (10) days.~~

- ~~8. Failure of the employee to attend or notify the Commission Chairman of his/her inability to attend the hearing will constitute cause for dismissal of the hearing and imposition of the Commission's actions.~~
- ~~9. The Mayor and Board of Aldermen shall return their decision to the City Administrator for implementation~~

## **SECTION 125.200: EMPLOYEE HEALTH AND SAFETY**

- A. *Employee Health.* The health and physical condition of the employee is an important factor in accident prevention and job performance. The alert, physically fit, well-trained employee has fewer accidents and performs more satisfactorily on the job.
- B. *Pre-Employment Examinations.* A pre-employment physical examination may be made to determine whether or not the applicant is physically and mentally fit to perform the specific task for which application has been made, or to permit assignment to a job compatible with the applicant's personal efficiency, safety, or health. The scope of a pre-employment physical shall be sufficient to assure that an applicant is physically capable of handling the duties of his/her position, based upon bona fide requirements of the class. The result of a pre-employment physical will be made a part of the permanent personal record of the employee.
- C. *Special Physical Examination.*
  1. Employees who have been absent from work for health reasons may be required to undergo a return to work physical or mental examination ~~at the discretion of the individual's Department Manager or~~ unless waived by the City Administrator. Confirmation of the employee's full capability or physical limitations incurred as a result of any injury or illness shall be made a matter of record and noted in the employee's human resources file. Supervisors shall use this information in considering any subsequent job assignments.
  2. Transfer of an employee from one job to another which may call for a higher degree of physical or mental fitness may require a medical examination. When there is a question of the employee's physical or mental fitness to perform the new job, the desirability of the transfer will be evaluated by a physician selected by the City.
  3. *Recurrence Of Disability.* Any employee suffering a recurring disability resulting from an accident or illness may be required to be examined by a physician selected by the City at the beginning of his/her disability or sick leave and again prior to the employee's return to work. Any employee repeatedly suffering disability recurrence on the same job should be considered for reassignment to a job which is more compatible with his/her physical and mental capabilities.
- D. *Safety.*
  1. The City of Osage Beach recognizes the importance of individual health and safety and the protection of the environment for the successful operation of the City. As an organization, we are committed to conducting our operations safely and to preventing loss, whether it be injury or illness to people, damage to property or interruption of business process, we strive to provide all the employees with the best possible working conditions. We will make every reasonable effort to provide guidance and assistance to eliminate or control occupational and environmental hazards associated with the operation of the City.

2. Employment with the City requires that all employees accept responsibility for their own safety. City employees will make every effort to prevent destruction of City property, equipment and materials and to extend the same effort of protection of property and materials of the general public.
3. To accomplish our goal of individual health and safety and protection of the environment, individual attitudes, practices and continued cooperation are key to sustain and support our safety program. City employees should follow all reasonable safe practices and the City will provide the necessary tools, guidance and assistance for accomplishment. Refer to Safety Policy dated ~~01/01/10~~03/15/12.

#### **SECTION 125.210: HARASSMENT**

The City of Osage Beach is committed to providing all its employees with a workplace free of harassment. The City maintains a strict policy prohibiting sexual harassment and harassment on the basis of race, color, national origin, religion, sex, physical or mental disability, age, veteran status, or any other characteristic protected by applicable law. These harassments by any employee, Commission member, Board member, Mayor, member of the public, or employees of outside organizations will not be tolerated. Refer to the Prohibited Harassment Policy dated ~~05/01/05~~03/15/12

#### **SECTION 125.220: ALCOHOL, DRUG AND CONTROLLED SUBSTANCE ABUSE**

- A. The City of Osage Beach has an obligation to its employees to take reasonable steps to assure a drug free and safe place to work. The City of Osage Beach also has an obligation to the citizens and to the public at large to provide quality and safe services through a policy and program prohibiting the use of controlled substances and the misuse of alcohol by City employees.
- B. The City will not tolerate the use, abuse, possession or sale of controlled substances or misuse of alcohol by any of its employees, including part-time and seasonal employees. Drug and alcohol testing will be an integral part of the City's program in order to meet the goals of providing a safe and efficient service and a safe and healthy workplace.
- C. The purpose of this policy is to assure worker fitness for duty and to protect employees and the public from the risks posed by the use of alcohol and controlled substances. This policy is also intended to comply with all applicable federal and state regulations governing work place alcohol and controlled substance abuse programs. The United States Department of Transportation (DOT) 49 CFR Part 29 the "Drug Free Work Place Act of 1988", the "Omnibus Transportation Act of 1991", and the DOT 49 CFR Part 40 requires certain reporting of certain drug related offenses, mandates urine drug testing and breathalyzer alcohol tests for safety sensitive positions, and other positions when so noted, and prevents performance of their functions when there is a positive test result.
- D. It is the City's policy to give in detail the prohibitions against the use of alcohol and controlled substances in the workplace; however, the City will make every effort to encourage employees to seek professional assistance when personal problems, including alcohol and controlled substance dependency, adversely affect their ability to perform assigned duties.

Refer to the Drug Free Workplace Policy dated ~~01/01/09~~03/15/12

#### **SECTION 125.230: SUPPLEMENTAL POLICIES**

A. Supplemental employee related policies:

1. Americans with Disabilities Act (ADA) Policy dated ~~05/01/05~~.03/15/12
2. Information Security Policy dated ~~05/01/05~~.03/15/12
3. Facility Access Policy dated ~~09/15/06~~.03/15/12
4. Vehicle and Equipment Policy dated 01/01/10.
5. Tool Policy - Department of Public Works dated 01/01/10.
6. Cell Phone Policy dated 03/15/12.

B. A copy of each of these policies are held on file in City Hall and made a part hereof as if fully set forth herein.

**SECTION 125.240: OTHER EMPLOYEE BENEFITS**

A. *Insurance.*

1. The City provides the following insurance benefits to full-time employees without cost: Health, Dental, Short Term Disability, and Group Life. Health, Dental, and life insurance coverage for dependents of full-time employees is optional to the employee. The City will provide ~~fifty percent (50%)~~ a portion of the cost of dependent health coverage.
2. Full-time employees who can provide proof of coverage from another health insurance program may opt out of participating in the City's health insurance program. The City will provide an incentive in the amount of forty percent (40%) of the cost of single coverage to employees who qualify for the opt-out program. Payments shall be spread evenly over the pay periods in a calendar year. If an employee is no longer an employee of the City, payments cease and the employee has no right to any amounts not paid in the calendar year.
3. Full-time employees who retire due to age or disability and have completed 10 years of employment with the City may make arrangements to continue their coverage under the City's health insurance program at their own expense by providing a thirty (30) day notice to the Human Resources ~~Specialist~~ Generalist.

B. *Cafeteria Plan.* Employees may take advantage of reducing their taxable income through utilization of the cafeteria plan. Additional supplemental insurance policies, such as cancer, accident, and intensive care are available and premium amounts for these and dependent medical are deducted from gross income prior to income tax deductions.

C. *Medical Reimbursement.* The City provides each full time employee \$250 per year for medical expenses in a medical reimbursement account. Employees may also reduce taxable income by setting aside predesignated amounts into the plan for dependent care and medical expenses not covered by insurance. Enrollment is restricted to within thirty (30) days of employment for new employees and during an annual enrollment for current employees.

D. *Retirement Plans*

1. The City will provide full-time employees six percent (6%) of gross wages under Section 401a of the Internal Revenue Service Code into accounts. There is a five (5) year vesting period. Employees should contact the Human Resources ~~Specialist~~ Generalist for detailed information.

- 2. *Deferred Compensation.* All employees and elected officials may elect to participate in a deferred compensation program offered by the City. The City will not participate monetarily in this program.

Section 3. Severability

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

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

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

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

READ FIRST TIME: \_\_\_\_\_ READ SECOND TIME: \_\_\_\_\_

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2012.

I hereby certify that the above Ordinance No. 12.07 was duly passed on \_\_\_\_\_, 2012 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes \_\_\_\_\_ Nays \_\_\_\_\_

Abstaining \_\_\_\_\_ Absent \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Diann Warner, City Clerk

Approved as to form:

\_\_\_\_\_  
Edward B. Rucker,  
City Attorney

I hereby APPROVE the above Ordinance No. 12.07.

\_\_\_\_\_  
Penny Lyons, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Diann Warner, City Clerk

000095

**Submission Date:** March 8, 2012

**Submitted By:** City Engineer

**Board Meeting Date:** March 15, 2012

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

**Description of Item:**

Award the proposed Construction Contract No. OB12-003 for the Sands Lift Station Repair

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

Citizens of Osage Beach, contractors, material suppliers, and City Staff.

**Why is Board Action Required?**

Board approval required for contracts over \$5000.

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

A motion to approve the contract award.

**Are there any deadlines associated with this action?**

ASAP to try and get the repairs to the Sands Lift Station completed before the summer tourist season begins.

**Comments and Recommendation of Department:**

Bids will be opened on March 13, 2012. The Bid Abstract and recommendation will be given to the Board of Aldermen before the meeting on March 15, 2012.

This project will make necessary repairs to the Sands Lift Station.

This project was talked about at the August 18, 2011 Board of Aldermen Meeting. At that time, it was approved to go out for bids to repair the pump station. The Public

Once this information was collected, the Engineering Department created drawings and specification and went out for bids.

Early in the 2012 Budget process, we anticipated the work being completed in 2011. The Repair of System Item 35-00-743300 was planned on being utilized for this project. This line item was anticipated to have this project utilize it by the end of the year. Since this project was not completed during the 2011 year, this project will need a budget amendment if approved. Funds are available in the depreciation and replacement account.

**City Administrator's Comments and Recommendation:**

As noted above, the bids will not be in until March 13<sup>th</sup>, so the Board will receive the City Engineer's recommendation prior to the meeting.

**Submission Date:** March 2, 2012

**Submitted By:** City Engineer

**Board Meeting Date:** March 15, 2012

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

**Description of Item:**

Award the proposed Construction Contract No. OB12-004 for the Application of Slurry Seal to city streets.

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

Citizens of Osage Beach, Vance Brothers Inc., material suppliers, and City Staff.

**Why is Board Action Required?**

Board approval required for contracts over \$5000.

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

A motion to approve the contract award.

**Are there any deadlines associated with this action?**

As soon as possible to have the roads and the parking lots completed for the summer season.

**Comments and Recommendation of Department:**

Bids were opened on February 28, 2012. There was one bidder. The apparent low bidder is Vance Brothers Inc. with a low bid of \$231,678.60. The Bid Tab is attached.

This project was budgeted under Item No. 20-00-764206, Seal in the amount of \$230,000 and Item No. 10-10-774274 Parking Lot in the amount of \$9,200.

The Engineering Department has reviewed the bidding documents and found them to be in order. We have done work with Vance Brothers in the past.

**000098**

The Engineering Department recommends that the bid for Construction Contract OB12-004, for the 2012 Slurry Seal Project be awarded to Vance Brothers Inc. in the amount of \$231,678.60.

**City Administrator's Comments and Recommendation:**

Concur with the recommendation of the City Engineer.

**BID TABULATION**  
**City of Osage Beach, Missouri**  
**2012 Slurry Seal Project**  
**Project #OB12-004**

February 28, 2012		Engineers Estimate				Vance Brothers	
Item No.	Description	Est. Quantity	Unit	Unit Price	Extension Figure	Unit Price	Extension Figure
1	Slurry Seal Coat	86,580	SY	\$2.28	\$197,402.40	\$2.17	\$187,878.60
2	Crack Sealing	4	CREW DAYS	\$10,500.00	\$42,000.00	\$9,700.00	\$38,800.00
3	Force Account Work	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
				<b>Total</b>	<b>\$244,402.40</b>	<b>Total</b>	<b>\$231,678.60</b>

000099



**Submission Date:** March 8, 2012

**Submitted By:** City Engineer

000101

**Board Meeting Date:** March 15, 2012

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

**Description of Item:**

Award the proposed Construction Contract No. OB12-005 for the 2012 City Park Improvements

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

Citizens of Osage Beach, contractors, material suppliers, and City Staff.

**Why is Board Action Required?**

Board approval required for contracts over \$5000.

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

A motion to approve the contract award.

**Are there any deadlines associated with this action?**

ASAP to try to get the parking lots completed before the spring sports leagues begin.

**Comments and Recommendation of Department:**

Bids will be opened on March 13, 2012. The Bid Abstract and recommendation will be given to the Board of Aldermen before the meeting on March 15, 2012.

This project will pave parking lots at the Osage Beach City Park and the walking trail at Peanick Park.

This project was budgeted in the amount of \$115,500 under account 10-10-774274 Parking Lot and \$20,000 under account 10-10-773278 Park Improvements.

**City Administrator's Comments and Recommendation:**

As the City Engineer mentioned, our goal is to award this contract ASAP in order to cause as little disruption to park activities as possible. The Board will receive the City Engineer's recommendation next week.