



PO Box 348 • Sunrise Beach, MO 65079 • PH (573)374-8782 • [www.sunrisebeachmo.gov](http://www.sunrisebeachmo.gov)

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## **BOARD OF TRUSTEES MEETING**

Monday, December 11, 2023

Regular Board Meeting – 6:00 P.M.

Sunrise Beach City Hall, 16537 N Highway 5

This meeting is open to the public.

This meeting is planned to be livestreamed at the Sunrise Beach Youtube page:

<https://www.youtube.com/@VillageofSunriseBeachMissouri>

### **AGENDA**

1. Call to Order (Pledge of Allegiance)
2. Roll Call
3. Approval of the agenda
4. Approval of the minutes from the November 13 regular meeting
5. Chairman of the Board report
6. Visitor Comments
7. Ordinances and Resolutions
  - a. Bill No. 23-W An Ordinance Adopting a New Personnel Policy Manual
  - b. Bill No. 23-X An Ordinance Amending Ordinance 2015-16 of the Village of Sunrise Beach, Missouri, Establishing Regulations for the Control and Care of Animals in the Village of Sunrise Beach
  - c. Resolution 2023-08 A Resolution Authoring the Chairman of the Board to enter into an annexation agreement with Co-Mo Electric Cooperative
  - d. Resolution 2023-09 A Resolution Authoring the Chairman of the Board to enter into an agreement with Summer Point Homeowner's Association for provision of water and sanitary sewer services
8. City Administrator report
9. Chief of Police report
10. Committee Reports
  - a. Finance
    - i. Approve the List of Bills
    - ii. Approve Phase III Sewer Project Pay Application 4, Brulez Trenching LLC; Shoreline Surveying & Engineering,
    - iii. Approve TankSpek invoice, Water Tower 1 leak repair
11. Closed Session, per RSMo 610.021(1)
  - a. Legal actions, causes of action or litigation
12. Return to Regular Open Session
13. Adjourn

The Board of Trustees will consider and act upon the matters listed above and such others as may be presented at the meeting and determined to be appropriate for discussion at that time. Individuals who require an accommodation to attend a meeting should contact City Hall (573-374-8782) at least twenty-four hours in advance.

Posted: \_\_\_\_\_  
Date and time

By: \_\_\_\_\_  
Erin Hays, City Clerk

# City of Sunrise Beach

## Board of Trustees

### Meeting Minutes

November 13, 2023

Regular Meeting of the Board of Trustees

Meeting was called to order by Chairman Susan Schneider at 6:00pm. Chairman Schneider led the assembly in the Pledge of Allegiance.

Roll Call:	Steve Barthol	Present
	Steve Clark	Present
	Greg Gordon	Present
	Michael George	Present
	Susan Schneider	Present

City staff present Steve Roth, City Manager; Police Chief Scott Craig; Erin Hays, City Clerk. Attorney Nathan Nickolaus was in attendance as well as several visitors.

Chairman Schneider asked for a motion to approve the November 13<sup>th</sup> meeting agenda. Trustee Steve Barthol made the motion, Trustee Gordon second. All in favor. Approved.

Chairman Schneider asked for a motion to approve the October 10, 2023, Board of Trustees meeting minutes. Trustee Barthol motioned, Trustee Greg Gordon second. All in favor. Approved.

A motion to approve the Board of Trustees Special Meeting Minutes for October 25, 2023 was given by Steve Barthol, second given by Michael George. All in favor, approved.

Steve Barthol motioned to swear in Erin Hays as the new City Clerk, Steve Carter seconded. All in favor. All Approved. Steve Roth then swore in Erin Hays as the new City Clerk.

Susan Schneider, Chairman opened the floor to visitor questions and comments on the Bills and Resolutions on the meeting agenda. The first to speak was Jamie Stoller. Jamie read statistics on the safety of UTV's on the road and voiced concerns of vacationers abiding by rules and regulations while visiting Sunrise Beach. Glenn Davenport from Uptown Motors mentioned inspections as a regulation and discussed UTV suspension being adequate for road usage. Discussion ended. Chairman Schneider asked if there were any visitor questions on any other Bills or Resolution on the agenda, no further comments were made.

Chairman Schneider wants Bills and Resolutions read by title only. Trustee Barthol motions, Steve Carter seconds, all in favor. City Clerk to read by title only.

Chairman Schneider introduced Bill 23-S to be read by Erin Hays, City Clerk for the second reading. The City Clerk read Bill 23-S An Ordinance Establishing a Procurement Policy for the Village of Sunrise Beach, Missouri. Motion given by Steve Barthol, second by Greg Gordon, all in favor, approved.

Steve Barthol Motioned to accept the amended Bill 23-T, Michael George Trustee, seconded, all in favor, approved.

Chairman introduced amended Bill No.23-T to be read by Erin Hays, City Clerk. The City Clerk read the first reading of the amended Bill No.23-T, An Ordinance Establishing Certain Provisions and Requirements for the Operation of Various Low Speed Vehicles on the Public Streets and Highways in the Village of Sunrise Beach Missouri. Trustee Barthol motioned, Greg Gordon second, all in favor approved. A second read of the amended Bill No. 23-T was done by Erin Hays, motion was given by Steve Barthol, second George Michael, all in favor, all approved.

Bill No. 23-U An Ordinance Establishing a Speed Limit for the Operation of All Vehicles on Public Streets in the Village of Sunrise Beach Missouri (first and second reading). Motion for the first reading Trustee Greg Gordon motioned, Steve Barthol second, all in favor. Approved. Motion of the second reading given by Steve Barthol, seconded by Trustee Michael George, all in favor.

Bill No. 23-V An Ordinance Setting the Pay for the Board of Trustees. Motion to read Bill No.23-V (first and second reading) Steve Barthol, second Michael George, all in favor. Motion on first read by Greg Gordon, second by Trustee George Michael, all in favor. Second read motion by Trustee Gordon, second by Steve Barthol, all in favor. Approved.

Resolution 2023-03 A Resolution Authorizing Renewal of the Group Health Insurance Plan for Eligible Employees of the Village of Sunrise Beach Missouri. Motion given by Trustee Barthol, seconded by Greg Gordon, all in favor. Approved.

Resolution 2023-04 A Resolution Authorizing the Chairman of the Board of Trustees to Enter into an Agreement with General Code for Codification of the Ordinances of the Village of Sunrise Beach Missouri. Trustee Steve Barthol gave motion, Steve Carter, Trustee, gave second. All in favor, approved.

Resolution 2023-05 A Resolution Authorizing the Chairman of the Board of Trustees to Enter into an agreement with Cochran Engineering for development of a 10-Year Preventive Pavement Maintenance Plan for the Village of Sunrise Beach Missouri. Trustee Carter gave motion, Barthol gave second, all in favor. Approved.

Resolution 2023-06 A Resolution Authorizing the Chairman of the Board of Trustees to Enter into an agreement with Alpha Engineering for the provision of certain Professional Services for the Village of Sunrise Beach Missouri. Motion, Stever Barthol, second Steve Carter, all in favor, approved.

Resolution 2023-07 A Resolution Authorizing an Application for the First Responder Equipment Grant funding through the Missouri Department of Public Safety. Motion, Trustee Barthol, second Steve Carter, all in favor, approved.

Old Business

Deer Valley Road Improvement has been put on hold to try to package other improvements to be put out for bid early next year.

Chairman Schneider passed the Board report to City Administrator report to prevent duplicating information. City Manager Steve Roth received request for a \$5,449.00 expense to Lake Ozark Environmental to replace rusted grates at the south treatment. Trustee Steve Barthol made the motion to approve the expense to LOE, Steve Carter second, all in favor approved. Steve Roth, City Manager, announced that the transfer of our Municipal Court to Camden County circuit court is now complete. The transfer was accepted by the State on November 1, 2023 and the first court date would be held on November 15, 2023. Roth announced a Newsletter for the City of Sunrise Beach to launch in the beginning of December 2023, that will share what's happening, progress, and other information.

Chief of Police Report; Police Chief Scott Craig read his monthly report highlighting the success of their Shop with a Hero Trunk or Treat and Haunted Hayride event raising \$557 in donations and the Poker Run raising over \$2000 for the Shop with a Hero program. Police Chief Craig asked the Board of Trustees for a stipend of \$50.00 per officer to reimburse the usage of their cell phone. After discussion, an agreement to table the topic was made.

The motion to Pay the List of Bills for the Month was given by Trustee Barthol, seconded by Greg Gordon, all in favor. Approved.

Motion to Pay Brulez Trenching made by Steve Barthol, Trustee Michael George second, all in favor. Approved.

Public Works report, no report was made.

Motion was made to adjourn the meeting by Trustee Steve Barthol, seconded by Steve Carter, all in favor. Approved, meeting adjourned at 6:59p.m.

**BILL NO. 23-W**

**ORD. NO. \_\_\_\_\_**

**AN ORDINANCE ADOPTING A NEW PERSONNEL POLICY MANUAL FOR THE VILLAGE OF SUNRISE BEACH, MISSOURI**

**WHEREAS**, the Village of Sunrise Beach had previously implemented various work rules, paid holidays and paid leave provisions, and other personnel policies and procedures which, upon review, require update, amendment, additions and consolidation into a new Personnel Policy Manual for the Village;

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF SUNRISE BEACH, MISSOURI, AS FOLLOWS:**

SECTION ONE. The Personnel Policy Manual for the Village of Sunrise Beach, Missouri, in the form attached as Exhibit A and incorporated fully herein, is hereby accepted and approved. The Personnel Policy Manual as hereby adopted shall replace and supersede any previous Personnel Manual, Employee Handbook, or similar personnel policies and work rules that may have been in place for the Village of Sunrise Beach.

SECTION TWO. Any ordinances or parts of ordinances that are in conflict with the provisions of the Personnel Policy Manual as herein adopted are hereby repealed.

SECTION THREE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

SECTION FOUR. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

PASSED BY THE BOARD OF TRUSTEES THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

First Reading Date: \_\_\_\_\_

Second Reading Date: \_\_\_\_\_

Roll Call Vote: Yeas: \_\_\_\_\_

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

APPROVED BY THE BOARD OF TRUSTEES THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Susan Schneider, Chair

Attest:

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City Clerk

# Village of Sunrise Beach Personnel Manual



## Employee Handbook

Adopted \_\_\_\_\_  
Ordinance \_\_\_\_\_



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## **Chapter 1. Classification of Employees**

### **Section 1.01 Purpose**

The purpose of this manual is to establish an efficient, equitable and functional system of human resource and benefit administration that is compliant with all federal, state and local employment and labor laws. This section establishes the roles and functional responsibilities that support the Personnel Manual. Guidelines may vary due to significant unforeseen events. This Handbook is an overview or a guideline. It cannot cover every matter that might arise in the workplace. We are, of course, committed to complying with all applicable laws. If you have specific questions, please contact the City Manager.

### **Section 1.02 No Contract Created by this Handbook**

- A. The handbook should not be construed as an employment contract or agreement, express or implied, for employment for any specified period of time.
  
- B. The City reserves the right to make changes to these policies from time to time without notice. When changes are necessary, we will provide you with amended pages for your handbook. In the event of any discrepancy between this handbook and adopted city policies, the adopted policies will prevail. Neither does the Handbook guarantee any prescribed process for discipline and discharge. The purpose of the Handbook is to simply provide you with a convenient explanation of present policies and practices at the City.
  
- C. No manager or other representative of the City, other than the City Manager, has the authority to enter into any agreement guaranteeing employment for any specific period. No such agreement shall be enforceable unless it is in writing and signed by the City Manager and the employee.

### **Section 1.03 Role of Employee**

Each City employee is responsible to perform their assigned duties in order to meet service delivery needs of the City. It is the responsibility of each employee to become and remain familiar with these provisions as amended. Lack of knowledge of, or familiarity with, any provision of this manual shall not provide any excuse for violations of that provision.

### **Section 1.04 Role of Department Directors**

Department Directors are expected to effectively supervise employees of their department and to maintain appropriate working relationships. They have the authority to establish policies affecting departmental functions providing that such policies are consistent with the City's Municipal Code, ordinances, and policies. The department rules that are personnel related shall be in written form and submitted to the City Manager for review prior to implementation. Department Directors will periodically report upon the efficiency of their subordinates and coordinate with the City Manager on any changes in duties of their employees for the purpose of Job Classification Plan maintenance.

### **Section 1.05 Role of City Manager**

The City Manager is responsible for the proper administration and interpretation of the City's Personnel Manual, pay plan and job descriptions; and for providing appropriate recommendations on personnel matters including reviewing and making recommendations for updates to this manual as may be necessary. The City Manager may make interpretations of the Personnel Manual and may promulgate rules and regulations consistent with the provisions of Personnel Manual, for the implementation and administration of the policies as contained therein. The City Manager may assign certain Human Resource duties to other staff as necessary. Additionally, the City Manager shall act as the Americans with Disabilities Act Coordinator and Privacy Officer.

- A. The City Manager shall develop and maintain an inventory of budgeted positions in the City's service as well as job descriptions for each position.
- B. Job descriptions for each position include a title; a description of the nature of work and relative responsibilities of the position; examples of work which are illustrative of the duties of the position; requirements of work in terms of knowledge, skills and abilities necessary to perform the work and a statement of minimum qualifications for recruitment into the position.

#### **Section 1.06 At-Will Employees**

Missouri law provides that employees of municipalities are hired at will and may be discharged at will. The exceptions are those employees who are appointed by the Chairman subject to consent of the Board of Trustees. The adoption of these regulations can in no way conflict with Federal, State or Local laws in that respect.

#### **Section 1.07 Management Rights**

The City has the sole and exclusive right to exercise all the rights, powers, privileges, functions and authority of municipal governance in order to conduct and carry out its operations and to direct its working forces. The rights of City Management (whether that be exercised by City Administration, Department Directors, and/or the Board of Trustees includes, but is not limited to, the following:

- The right to plan, direct and control the City's operations and services;
- The right to select and hire, promote, transfer, assign, and retain employees in position classifications and to suspend, demote, discharge, or take disciplinary action against employees;
- The right to determine the methods, means, organization, ranks, and number of personnel by which such operations are to be conducted;
- The right to establish, organize and reorganize the City in any manner it chooses, including the size and staffing of the City's departments, the determination of job duties, responsibilities, classifications and qualifications, and ranks based on duties assigned;
- The right to set work schedules and starting times or to change schedules and starting times already set, including the number and duration of hours of assigned duty per day, per week and per year, and the right to schedule, assign or reassign all City personnel to duties, assignments and shifts within the City.

- The right to require and to assign overtime;
- The right to manage and control the City's property and equipment;
- The right to determine the amount of management and supervision necessary;
- The right to establish, change, or eliminate existing methods, procedures, equipment, operations, services, protocols or facilities;
- The right to relieve employees from their duties because of lack of work, for budgetary reasons or for any other reason at the discretion of the City;
- The right to change methods or procedures and to maintain the efficiency of operations;
- The right to establish and maintain job performance requirements and standards of service;
- The right to decide the method of pay, pay periods, overtime pay cycles and the manner in which the City will comply with the Fair Labor Standards Act;
- The right to develop policy regarding employee selection and training programs and to determine education and training standards or requirements;
- The right to study, determine, and regulate the methods, quantity and quality of work;
- The right to establish, modify and discontinue incentive and merit pay plans and bonuses;
- The right to formulate, change, modify and enforce rules, regulations, policies and procedures governing employee conduct and work;
- The right to determine the number, design, location and boundaries of facilities and precincts throughout the City;
- The right to determine the type, model, design and specifications of all vehicles, equipment and supplies used in the City's operations;
- The determination of safety, health, and property protection measures;
- The right to contract, subcontract and/or to close any department, operation or portion thereof; and
- The right to take whatever other actions may be necessary to carry out the mission of the City.

It is understood and agreed that management maintains and retains all of its inherent management rights, that they are vested solely and exclusively in the City unless specifically given away by this City, and further that the foregoing enumeration of management's rights shall not be deemed to exclude any other management right not specifically set forth herein.

### **Section 1.08 Personnel Manual Distribution**

With the issuance of each manual and any revisions to the manual, employees will be required to sign documentation verifying receipt of the manual or the update. Signed documentation will be sent to Human Resources to be placed in employees' personnel files. Employees are expected to keep their

copy of this Handbook and to update their copy as updates are issued.

**Section 1.09 Effect of Work Agreements**

These policies apply to all employees, except where specifically and expressly superseded by a written contract or work agreement.



## **Chapter 2. Classification of Employees**

### **Section 2.01 Three Classifications**

- A. Regular Employees. Regular employees are all employees who consistently work forty (40) or more hours per week, provide services not limited in duration, and fill approved and regularly funded positions.
  
- B. Part-Time /Seasonal
  - i. The position must be authorized in the current budget and such employees should work less than 1499 hours in any fiscal year.
  - ii. Such employees are not eligible for benefits except those required by the Social Security Administration or other federal laws, or as may otherwise be provided for by Ordinance or Resolution of the Board of Trustees.
  
- C. Temporary Full- Time. These employees are hired for and retained on the basis of a specific project or program. They are scheduled to work 40 hours per week, and may work overtime, but may not work more than 1499 hours in any given year. Temporary Full-Time employees are not eligible for any benefits except sick leave.
  
- D. If your status changes from Temporary Full-Time or Part-Time/Seasonal to Regular Employee, you are considered hired on the date you become a full-time or part-time employee for purposes of calculating eligibility for benefits that require a minimum term of employment.

### **Section 2.02 Fair Labor Standards Act (FLSA) classifications:**

- A. EXEMPT Employees are assigned to job classifications, which are designated as executive, administrative, or professional. These classifications are paid on a salaried basis under the provisions of the Fair Labor Standards Act (FLSA) and will not receive overtime compensation.
  
- B. All other employees are considered NON-EXEMPT and are governed by the provisions of the Fair Labor Standards Act (FLSA) and will be compensated via overtime pay or compensatory time off in accordance with FLSA guidelines.
  
- C. FLSA standards may vary depending upon profession.

## **Chapter 3. Appointment Procedures**

### **Section 3.01 Equal Employment Opportunity**

No person shall be appointed to or removed from or in any way favored or discriminated against with respect to any City position because of age, race, creed, color, gender, sexual preference, national origin, physical disability, political or religious opinions or affiliations.

### **Section 3.02 Age**

The minimum age for full-time, part-time and variable employment as a City employee shall be eighteen (18) years of age. The minimum age for employment of seasonal employees shall be sixteen (16) years of age.

### **Section 3.03 Immigration Law Applicable to All Employees**

The City complies with the Immigration Reform and Control Act of 1986 by employing only U.S. citizens and non-citizens who are authorized to work in the United States. All employees are asked on their first day of work to provide original documents verifying the right to work in the United States and to sign a verification form required by federal law (Form I-9). If you cannot verify your right to work in the United States within three (3) days of hire, the City is required by law to terminate your employment.

### **Section 3.04 Driver's License**

Any City employee who is required to drive a City vehicle as part of his/her employment must have a valid Missouri driver's or CDL license. A suspended, expired or revoked license will not be considered to be a valid license.

### **Section 3.05 Vacancies**

Department or Division Directors shall immediately notify the Human Resources Office when a position becomes vacant or where a vacancy is anticipated. Where appropriate, the City Manager or designee will appoint an employee to serve in an acting capacity pending a permanent appointment to the position.

### **Section 3.06 Recruitment**

All regular positions will be posted City-wide on bulletin boards and shall be advertised externally unless otherwise authorized by the City Manager. Job postings will describe the general criteria and qualifications of the position and will be posted for a minimum of 5 business days. Hiring decisions will not be made until any posting has expired.

### **Section 3.07 Placement Procedures**

- A. Applications and information pertaining to vacant positions will be made available by the Human Resources Office to job applicants. The Human Resources Office will receive job applications unless otherwise designated.
- B. The Department or Division Director will establish, subject to the City Manager's approval, an

applicant reviewing process appropriate to the position to be filled. The reviewing process may involve written tests, psychological tests, physical assessment testing, background checks, oral interviews, and other appropriate measures as allowed by law. A selection committee may be used to assist in the reviewing process.

- C. Upon completion of the reviewing process and prior to extending a job offer, the Department or Division Director will recommend to the City Manager, or designee, an individual to fill the vacant position. The Department or Division Director will maintain documentation of the reviewing process.
- D. Current City employees are encouraged to apply for vacant positions for which they are qualified. An employee's past service will be considered in the applicant reviewing process.
- E. The City Manager or designee must approve all regular and temporary full-time employee appointments, except those positions which are appointed by the Chairman, subject to consent of the Board of Trustees.
- F. Current City employees may be considered for promotions within departments, or within another department of the City. When vacancies exist, current employees shall be given preference whenever possible in filling such vacancies. Promotions generally are made at the recommendation of the Department Director, subject to approval by the City Manager and / or Chairman and Board of Trustees.
- G. Current City employees may be demoted to a lesser rank or job classification. Demotions generally are made at the recommendation of the Department Director, subject to approval by the City Manager and / or Chairman and Board of Trustees.

### **Section 3.08 Pre-Employment Health, Fitness and Wellness Evaluations**

- A. After accepting a job offer, but prior to employment, candidates for certain positions shall successfully pass a series of medical evaluations to determine their ability to perform essential job functions that may include:
  - i. Drug Screening
  - ii. General health screening and fitness assessment
  - iii. Functional Capacity Evaluation
  - iv. Comprehensive physical comprising of, but not limited to, lab work, chest X-ray, stress test, and, lung capacity measurement.
  - v. Psychological Evaluation
- B. Candidates failing any portion of the pre-employment medical evaluation may be permitted to re-test the failed portion(s) within a reasonable timeframe, provided adequate time is available prior to the need to fill the vacancy; and, that the reason for the failure, in the medical opinion of the City's physician, is due to a testing discrepancy or an easily reversible condition. Candidates failing a second attempt will be passed over for hiring unless a reasonable

accommodation can be made, pursuant to Section 4.02, for the candidate to perform the essential functions of the job.

### **Section 3.09 Involuntary Transfer**

The City Manager may require any employee to transfer into another position.

### **Section 3.10 Re-Employment**

The past service of former employees who apply for a vacant position will be considered in the applicant reviewing process.

An employee may be laid off, in the order of their seniority, when it is deemed necessary by reason of shortage of work or funds. No permanent employee shall be laid off while there are seasonal, part-time, or probationary employees serving the same class of positions for which the permanent employee is qualified, eligible, and/or available. Affected employees will be notified in writing no less than three (3) work days prior to lay-off. Additionally, if possible, the City will tell the employee approximately when they may be recalled and under what conditions at the time of the lay-off.

The City will recall all qualified regular employees, in the order of the seniority, before hiring new employees. Recalled employees, who have been laid off for a period in excess of sixty (60) days, may be required to pass a physical examination by a physician designated by the City.

An employee who is laid off shall be paid for all accrued unused vacation leave.

### **Section 3.11 Employment of Relatives**

- A. City employees may not supervise any relative on a regularly scheduled basis, nor may they hire, promote, or advocate for hiring or promotion any relative to a position in the department or division in which they work, unless otherwise authorized in writing by the City Manager.
- B. Relative means an individual who is related to the City employee as husband, wife, father, mother, son, daughter, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister or first cousin.
- C. If a conflict arises with the above policy because an employee marries or changes positions within the City, one of the affected employees may be required to transfer to a vacant position for which they are qualified or may be required to resign from employment. Any such transfer will not guarantee maintenance of current rates of pay or classification.

### **Section 3.12 Work Hours**

All full-time employees shall be regularly scheduled to work 40 hours per week. The hours of work for the Administration and Public Works Department shall be at the direction of the Board of Trustees. Designation of the time for the lunch break shall at the direction of the Department Director.

The hours of work for the Police Department shall be directed by the Chief of Police.

**Section 3.13 Probationary Period**

Employees who, upon hiring, do not fulfill the complete job requirements for any position may be considered probationary. The probationary period in general applies to employees who are performing on-the-job training under the supervision of another staff member, and / or who are working toward obtaining necessary training or certification(s) required for the position. Probationary employees shall be monitored for work progress and may be subject to disciplinary action, up to and including discharge, for unsatisfactory performance or for failure to obtain necessary training or certifications as required. Probationary employees who successfully meet the terms of their probation may be promoted to regular full-time status and may receive an increase in compensation as provided by ordinance of the Board of Trustees.

## Chapter 4. Employment and Workplace Policies

### Section 4.01 Equal Employment Opportunity

- A. **Discrimination Is Prohibited.** The City is an equal opportunity employer and makes all employment decisions without regard to race, religion, color, sex (including pregnancy), national origin, sexual preference, disability, age, genetic information or veteran status. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfers, leaves of absence, benefits, compensation, and training. We seek to comply with all applicable federal, state and local laws related to discrimination.
- B. The City makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the position under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual's past performance within the organization.
- C. If you believe that an employment decision has been made that does not conform with management's commitment to equal opportunity, you should promptly bring the matter to the attention of the City Manager. Your complaint will be thoroughly investigated. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

### Section 4.02 Americans with Disabilities Act

- A. The federal Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in position application procedures, hiring, firing, advancement, compensation, fringe benefits, job training and other terms, conditions and privileges of employment. The ADA does not alter the City's right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of his or her disability, or because of a perceived disability. As a matter of City policy, the City prohibits discrimination of any kind against people with disabilities.
- B. **Disability Defined.** Disability means, with respect to an individual: (1) a physical or mental impairment that substantially limits one or more major life activities of such individual, (2) has a record or history of such an impairment or (3) is regarded or perceived as having such impairment, or as otherwise defined under the Americans with Disabilities Act.
- C. A qualified employee or applicant with a disability is an individual who satisfies the skill, experience, education, and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.
- D. **Reasonable Accommodation.**
  - i. A reasonable accommodation is any change in the work environment (or in the way things

are usually done) to help a person with a disability apply for a position, perform the duties of a position, or enjoy the benefits and privileges of employment.

- ii. Qualified applicants or employees who are disabled should request reasonable accommodation from the City in order to allow them to perform a particular position. If you are disabled and you wish such reasonable accommodation, contact Payroll/HR. On receipt of your request we will meet with you to discuss your disability. We may ask for information from your health care provider(s) regarding the nature of your disability and the nature of your limitations or take other steps necessary to help us determine viable options for reasonable accommodation. We will then work with you to determine whether your disability can be reasonably accommodated, and if it can be accommodated, we will explore alternatives with you and endeavor to implement a mutually agreeable accommodation.
- iii. Reasonable accommodation may take many forms and it will vary from one employee to another. Please note that according to the ADA, the City does not have to provide the exact accommodation you want, and if more than one accommodation works, we may choose which one to provide. Furthermore, any accommodation that will impose undue hardship on the City is not considered reasonable.

#### **Section 4.03 Workplace Harassment**

- A. The City is committed to providing a work environment that provides employees with equality, respect and dignity. In keeping with this commitment, the City has adopted a policy of “zero tolerance” with regard to employee harassment. Harassment of any other person, including, without limitation, fellow employees, visitors, clients or customers, whether at work or outside of work, is grounds for immediate termination. The City will make every reasonable effort to ensure that its entire community is familiar with this policy and that all employees are aware that every complaint received will be investigated and resolved appropriately.

#### **Section 4.04 Sexual Harassment**

- A. Sexual harassment is prohibited by federal, state and local laws, and applies equally to men and women. Federal law defines sexual harassment as unwelcome sexual advances, requests for sexual favor(s), or other verbal or physical conduct of a sexual nature when (1) submission to the conduct is made either explicitly or implicitly a term or condition of an employee’s employment; (2) submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee’s work performance or creating an intimidating, hostile or offensive working environment.
- B. These behaviors may include, for example: subtle or overt pressure for sexual favors; inappropriate touching; lewd, sexually oriented comments or jokes; foul or obscene language; posting of suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons; and repeated requests for dates. City policy further prohibits harassment and discrimination based on sex stereotyping. (Sex stereotyping occurs when one person perceives a man to be

unduly effeminate or a woman to be unduly masculine and harasses or discriminates against that person because he or she does not fit the stereotype of being male or female.) The City encourages reporting of all perceived incidents of sexual harassment, regardless of who the offender may be. Every employee is mandated to raise any questions or concerns with HR. The consequence of failing to report an incident is that the observing employee would be considered an accessory to the harassment.

- C. **Supervisors' Responsibilities.** All managers are expected to ensure a work environment free from sexual and other harassment. They are responsible for the application and communication of this policy within their work area. Managers should:
- Encourage employees to report any violations of this policy.
  - Make sure the HR Department is made aware of any inappropriate behavior in the workplace.
  - Create a work environment where sexual harassment is not permitted.
- D. **Procedures for Reporting and Investigating Sexual Harassment.** Employees should report incidents of inappropriate behavior or sexual harassment as soon as possible after the occurrence. Employees who believe they have been sexually harassed, regardless of whether the offensive act was committed by a manager, co-worker, vendor, visitor, elected official, or client, should promptly notify their immediate supervisor or the City Manager. If the employee's immediate supervisor is involved in the incident, the employee should report the incident to the City Manager and/or one of the Designated Representatives listed below. Every claim of sexual harassment will be treated seriously, no matter how trivial it may appear. All complaints of sexual harassment or other inappropriate sexual conduct shall be promptly and thoroughly investigated by the City.
- i. Designated Representatives: HR director, City Manager, Chairman or City Attorney.
  - ii. There will be no retaliation for filing or pursuing a sexual harassment claim. To the extent possible, all complaints and related information will remain confidential except to those individuals who need the information to investigate, educate, or take action in response to the complaint.
  - iii. All employees are expected to cooperate fully with any ongoing investigation regarding a sexual harassment incident. Employees who believe they have been unjustly charged with sexual harassment can defend themselves verbally or in writing at any stage of the investigation.
  - iv. To protect the privacy of persons involved, confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances. Investigations may include interviews with the parties involved, and where necessary, individuals who may have observed the alleged conduct or who may have relevant knowledge. City employees who are aware of incidents, either firsthand or as a result of investigation, who violate the confidentiality required in these types of situations, will be subject to disciplinary action, up to and including termination.
  - v. At the conclusion of a sexual harassment investigation, the complainant and the "alleged harasser" shall be informed of the determination.



- E. **Penalties for Violation of Sexual Harassment Policy.** If it is determined that inappropriate conduct has occurred, the City will act promptly to eliminate the offending conduct and take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment, and may include such other forms of disciplinary action, as the City deems appropriate under the circumstances and in accordance with applicable law.

**Section 4.05. Unauthorized Aliens**

- A. Pursuant to RSMo 285.530, the City shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. An “unauthorized alien” is defined as an alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3). The City is enrolled in and actively participates in the E-Verify federal work authorization program. The City verifies the employment eligibility of every employee and retains copies of the dated verification report received from the federal government.

## **Chapter 5. Compensation**

### **Section 5.01 Base Compensation**

An employee's compensation shall be determined at the time of hire, subject to modifications including those provided in this Section.

### **Section 5.02 Time Reporting**

- A. All employees (exempt and non-exempt) must keep records of all hours worked and leave time taken and, where appropriate, hours credited to particular projects. Timesheets for this purpose may be provided by the City.
- B. Time records must be signed by both the employee and the employee's immediate Supervisor. It is recommended that these forms be completed after each day's work in order to maintain an accurate and comprehensive record of the actual time spent on particular projects.

### **Section 5.03 Increases in Compensation (Raises)**

- A. Raises in any employee's compensation shall be determined from time to time by the Board of Trustees. No promise of compensation by any person or persons other than by Ordinance or Resolution of the Board of Trustees shall be valid or binding on the city. No bonuses or other compensation may be given for work already performed. All raises shall become effective no earlier than the first day of the next pay period.
- B. Across The Board Increase
  - i. Across the board increases, if approved by the Board of Trustees, shall be subject to funding availability and may be given in either flat dollar or percentage amounts. Normally, these increases will be effective at the beginning of the next fiscal year or next calendar year, or unless otherwise determined.
  - ii. All positions listed in the pay plan are eligible for across-the-board increases.

### **Section 5.04 Additional Compensation**

- i. Allowances
  - i. Allowances are compensation amounts paid generally monthly or annually to employees for the use of personal items and/or vehicles for the benefit of the City. Allowances will be pro-rated based on time in the position.
  - ii. Allowances that are provided as reimbursement for the purchase or replacement of work-related items, materials, or supplies, including tools and uniform items, will not be added to the employee's hourly rate.
  - iii. Allowances are a flat rate and are not adjusted by across-the-board increases.

### **Section 5.05 Overtime/Compensatory Time**

- A. All policies governing overtime/compensatory time shall follow the requirements of the Fair

- Labor Standards Act (FLSA).
- B. Non-exempt employees are eligible for overtime or compensatory time only with prior approval of their immediate supervisor.
  - C. Overtime/compensatory time will be given for employees working in excess of 40 hours per workweek, or other work periods as required for Police and Public Safety in compliance with the FLSA.
    - i. Notwithstanding the above, the workweek for commissioned law enforcement officers and communications officers shall be a two-week work period of 80 hours. Overtime / compensatory time will be given for these employees working in excess of 80 hours in any two-week pay period.
  - D. Paid time off will be considered hours worked for purposes of computing overtime/compensatory time.
  - E. Overtime shall be compensated at the rate of one and one-half (1½) times the employee's regular rate including specialty pay.
  - F. **Travel Time.** Compensation for travel time will be paid in accordance with the Fair Labor Standards Act (FLSA) travel time guidelines. However, the City will compensate the driver and passenger in the same manner for travel time, which is slightly more generous than what is required under FLSA.
  - G. Compensatory time:
    - i. Based on departmental needs, an employee may receive, in lieu of overtime compensation, compensatory time off at a rate of one and one-half (1½) hours for each hour worked for which overtime compensation would otherwise be required by this section.
    - ii. "Compensatory time" and "compensatory time off" mean hours during which an employee is not working but receives paid time off at the employee's regular rate.
    - iii. City employees may accrue up to a maximum of 40 hours of actual overtime hours worked (accrued at time and one-half equals 60 total compensatory hours). Any hours earned in excess of the maximum limits must be paid as overtime.
    - iv. Employees shall be permitted to use accrued compensatory time within a reasonable time period after it is requested unless to do so would unduly disrupt the operation of the City.
    - v. Upon termination, or reclassification to a FLSA-exempt classification, accrued compensatory balances will be paid to the employee. Payment will be at the hourly rate of pay being received on the date of termination or reclassification.

## **Section 5.06 On-Call Pay**

- A. Employees who are on-call must be reachable by phone or text or carry a city issued device. On-call employees must remain sober and be able to respond to their workplace within 30 minutes.

- B. On call pay is uncompensated. If an employee is called to respond to work, the time spent working and not the time spent on-call, will be paid subject to the employee's current pay rate or overtime rate, whichever is applicable.
- C. Call-out pay. Non-exempt employees who are called out after hours for unscheduled work duties shall be compensated a minimum of three hours per call-out. Non-exempt employees who work more than three hours per call-out shall be compensated for actual time worked. Exempt employees shall not be compensated for after hours call-outs.

### **Section 5.07 Longevity increases**

Employees who have served the City for a consecutive period of five years (5) shall be recognized for their faithful service in the form of a one-time \$1,000 increase in annual wage and salary, to be awarded commensurate with the employee's anniversary date. Unless otherwise provided in the adopted Fiscal Year budget, longevity increases shall be awarded effective with the first pay period following the employee's anniversary date.

### **Section 5.08 Exemptions from FLSA**

- A. Certain executive, administrative, and professional employees are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and are expected to render necessary and reasonable overtime services with no additional compensation. The salaries of these positions are established with this assumption in mind.
- B. Each City position description shall designate whether persons hired in that classification are exempt from or covered by (non-exempt) the overtime provisions of the FLSA.
- C. If an exempt employee is suspended for less than two days, there shall be no deduction from the employee's compensation.
- D. Improper deductions from the pay of exempt employees are prohibited. If an exempt employee believes that an improper deduction from his or her salary has been made, a complaint should be made to the City Manager. The City Manager will investigate the complaint. Upon a finding that an improper deduction was made, the exempt employee will be reimbursed in the amount of the improper deduction and the City will make a good faith effort not to make future improper deductions.

## **Chapter 6. Employee Leave**

### **Section 6.01 Definitions**

- A. Leave time is time during normal working hours in which an employee does not engage in the performance of job duties. Leave time may be either paid or unpaid as authorized by the City Manager.
- B. An unauthorized absence is one in which the employee is absent from regular duty without permission of the Department Director. Employees are not paid for unauthorized absences and such absences may lead to disciplinary action, up to and including termination.

### **Section 6.02 Approval of Leave**

- A. All leave taken by City employees must be approved in advance by the employee's Supervisor. The City may designate forms to request such leave.
- B. Supervisors are responsible for determining that leave has been accrued and is available for use in the amounts requested by an employee. In addition, Supervisors are responsible for ensuring that all vacation and sick leave usage is recorded on the employee's timesheet.

### **Section 6.03 Holidays**

- A. The City provides paid holidays to all full-time employees including Public Safety Employees and new employees who are still in their new hire probationary period. Part-time employees are extended official holidays without pay. Holidays are days designated by the City when City offices are closed on what otherwise would be regular business days.
- B. The following official holidays will be observed:
  - New Year's Day;
  - Martin Luther King Day;
  - President's Day
  - Memorial Day;
  - Juneteenth National Independence Day;
  - Independence Day;
  - Labor Day;
  - Veteran's Day;
  - Columbus Day;
  - Thanksgiving Day;
  - Day after Thanksgiving;
  - Christmas Eve;
  - Christmas Day.
- C. Holidays occurring on Saturday normally will be observed on the preceding Friday and holidays occurring on Sunday will normally be observed on the following Monday.

- D. A holiday is a period of eight (8) hours, paid at the employee’s regular rate.
- E. Holidays are considered “hours worked” for purposes of calculating overtime benefits, with the exception of law enforcement officers (see Section 6.04 below).
- F. Part-time employees are not paid for holidays except for holiday hours actually worked.
- G. An employee who is absent without approved leave immediately preceding or following a holiday may be required to provide a note from a licensed medical professional. The note and circumstances surrounding the unapproved leave will be reviewed, however, the City could still determine that the employee will not be paid for the holiday.
- H. Employees wishing to observe religious or other holidays not listed herein shall at their option be given time off without pay or have the time charged to vacation, personal day or holiday leave time, if available.

**Section 6.04 Holidays for Law Enforcement Officers**

- A. Given the need for 24-7-365 service, some Law Enforcement Officers must be scheduled to work during City holidays. The following policies apply.
- B. Law Enforcement Officers are granted the same number of holidays as are granted to other employees of the City. A holiday is a period of eight (8) hours, paid at the employee’s regular rate.
- C. Officers shall be paid for each holiday, regardless of whether the officer works on that holiday.
- D. Holidays **shall not** be considered “hours worked” for purposes of calculating overtime benefits.
- E. Part-time employees and reserve officers are not paid for holidays except for holiday hours actually worked.
- F. If an official holiday falls within a regular employee’s vacation leave, the employee will be granted the holiday and not charged for a day of vacation.
- G. The Chief of Police may adopt policies not inconsistent with this policy for the management of holidays in the Department work schedule.

**Section 6.05 Vacation Leave**

- A. Vacation leave is an earned benefit intended to provide employees with paid time away from the work environment to pursue activities that will promote the well-being of the individual. Vacation leave may also be used for purposes of attending to personal business, extension of sick leave when accrued sick leave is exhausted, inability to travel to work because of inclement weather or for other purposes.

- B. Employees are expected to submit their preferred vacation schedule to the appropriate Supervisor with enough advance notice to avoid any scheduling problems that may develop. Whenever possible, vacation time will be granted at the convenience of the employee; however, Department Directors must be certain that vacations do not interfere with the normal functions and activities of departmental operations. Departments may have departmental policies concerning the scheduling of vacation. Vacation time requests, if not requested in advance, may be denied.
- C. Vacation leave can be requested and used in one (1) hour increments for non-exempt employees. For employees who are exempt from FLSA under the executive, administrative, or professional categories, accrued vacation leave will be used in four (4) hour increments for a partial day's absence on approved vacation leave.
- D. Accrual. Employees will accrue vacation leave according to the following schedule:

Years of Service	1-5	6 - 15	15 +
Leave Accrued	3.08 hours per pay period (80 hours annually)	4.62 hours per pay period (120 hours annually; begins accruing at 5-year anniversary date)	6.15 hours per pay period (160 hours annually; begins accruing at 15-year anniversary date)
Maximum amount of accrual	120 hours	160 hours	200 hours

- E. In the year of hire, full-time employees shall accrue vacation leave during their three (3) month probationary period, but vacation leave may not be used until after completion of this period.
- F. Accrued vacation leave will be paid out upon termination.
- G. The City Manager is authorized to promulgate rules and regulations for the implementation and award of vacation leave for existing employees, as of the effective date of this Policy adoption, in a manner that is consistent with the provisions of this Policy.

**Section 6.06 Personal Leave**

- A. Personal leave is an earned benefit intended to provide employees with paid time away from the work environment for purposes of attending to personal business, extension of sick leave when accrued sick leave is exhausted, inability to travel to work because of inclement weather or for other purposes.
- B. Personal leave can be requested and used in one (1) hour increments for non-exempt employees. For employees who are exempt from FLSA under the executive, administrative, or professional categories, personal leave will be used in four (4) hour increments for a partial day's absence on approved leave.

- C. Personal leave shall be granted according to the following:
  - Three days (24 hours) shall be granted to all full-time employees on a calendar year basis, effective with the date of adoption of this policy manual, and on January 1 of each subsequent year.
- D. Employees in the first year of hire shall receive 24 hours personal leave on a prorated basis. Personal leave may not be used until completion of the three (3) month probationary period.
- E. Accrued personal leave will not be paid to any City employee upon separation from employment with the City.

### **Section 6.07 Sick Leave**

- A. The intent of sick leave is to prevent a loss of income to an employee who is absent due to an injury or illness which is not job related. Should such an injury or illness occur to an employee, continued income should be insured through the use of sick leave. Sick leave may also be used for maternity and paternity reasons.
- B. Sick leave shall be accrued by all full-time employees at the rate of 1.54 hours per pay period (five days per year). Sick leave begins accruing immediately for all new full-time employees. Part-time employees are not eligible to accrue sick leave.
- C. A maximum of 480 hours of sick leave may be accrued.
- D. After an employee's accumulated sick leave has been exhausted, accrued vacation leave may be used as sick leave with approval of the employee's Department Director, provided there has been no abuse of sick leave and that all provisions of the sick leave policy are met. When absence due to illness exceeds the amount of paid leave earned and authorized, the pay of an employee shall be discontinued.
- E. Full-time employees are charged with one (1) hour of sick leave for each full or partial hour they are absent on approved sick leave. Sick leave can be requested and used in one (1) hour increments for non-exempt employees. For employees who are exempt from FLSA under the executive, administrative, or professional categories, accrued sick leave will be used in one (1) hour increments for a partial day's absence.
- F. Sick leave may be allowed in case of medical appointments, personal illness, physical incapacity of an employee or the employee's immediate family. Immediate family is defined as the employee's spouse, children, parents or a member of the household.
- G. Employees who are absent due to illness for three (3) or more consecutive days shall be required to provide their Supervisor with sufficient documentation from a licensed medical professional. At his or her discretion, the Supervisor may request documentation for any sick



leave taken regardless of the amount of sick leave taken.

- H. A Supervisor shall be responsible to notify the Human Resources Department when an employee is absent due to illness for more than three (3) consecutive work days so the time may be evaluated for family and medical leave status (FMLA). If an employee is taking FMLA medical leave, the employee's accrued sick leave will be debited for the leave taken.
- I. Sick leave will not accrue if an employee is on an unpaid leave of absence.
- J. Notice of employee absence due to a non-job-related injury or illness must be given daily by the employee to that employee's immediate Supervisor or Department Director no later than thirty (30) minutes prior to the beginning of the employee's work shift or as may be prescribed by departmental policy. Notification means that the employee must actually speak to his or her immediate Supervisor unless emergency conditions arise in which time immediate family members must report the absence. Failure to do so may cause the employee's absence to be charged to leave without pay. Emergency situations which might prevent compliance with the provisions of this paragraph shall be taken into consideration by the Supervisor or Department Director.
- K. Human Resources, Department Directors and Supervisors are authorized to undertake any investigations of sick leave claimed by an employee that they may deem necessary or to disapprove any claims not properly substantiated.
- L. An employee who is released by an examining licensed medical professional to return to regular duty and refuses to report for work or perform his assigned duties is subject to disciplinary action, up to and including termination.
- M. An employee on disciplinary suspension may not use sick leave for the duration of the disciplinary suspension.
- N. Accrued sick leave will not be paid to any City employee upon separation from employment with the City.
- O. An employee who has exhausted all available leave balances may request a leave of absence without pay or Family Medical Leave under the Family Medical Leave Act.
- P. The City Manager is authorized to promulgate rules and regulations for the implementation and award of sick leave for existing employees, as of the effective date of this Policy adoption, in a manner that is consistent with the provisions of this Policy.

### **Section 6.08 Bereavement Leave**

Full-time employees who suffer the loss of an immediate family member (spouse, parents, step-parents, children, step-children, foster children, brothers, sisters, parents-in-law, brothers/sisters in-law,

grandchildren, grandparents, sons/daughters-in-law, aunts and uncles) will be granted up to two (2) working days of Bereavement Leave with pay per occurrence. This benefit may also be granted in the case of the loss of any other relative living in the household. Employees may be authorized to extend their bereavement leave with their own personal sick leave accruals, or other leave as may be available. Department Directors may require satisfactory documentation of eligibility and the relationship of the employee to the deceased (i.e.: spouse, parent, sibling, etc.) must be listed on the timesheet.

### **Section 6.09 Time Off to Vote**

- A. The City encourages all employees to vote. It is the policy of City to comply with all state election law requirements (§115.639 RSMo.) with respect to providing employees, where necessary, with time off to vote. If an employee has three (3) consecutive hours either between the opening of the polls in his or her community at the beginning of the workday or between the end of the workday and the closing of the polls, the employee will be deemed to have sufficient time outside his or her normal working hours within that time period to vote. If an employee has less than three (3) consecutive hours, he or she may take off as much working time as will, when added to his or her voting time outside normal working hours, enable such employee to vote. Typically, one hour is given to an employee to vote if normal working hours interfere with the employee voting prior to or after work.
- B. For nonexempt employees, however, not more than three (3) hours of working time taken shall be paid, and such time shall be taken only at the beginning or end of the employee's workday as designated by the employee's supervisor.
- C. Employees requiring working time off to vote will be required to notify their supervisor prior to the day of the election when time off to vote will be required.

### **Section 6.10 Military Service Leave**

- A. Employees serving in the uniformed services, including the Army, Navy, Marine Corps, Air Force, Coast Guard, National Guard, and Public Health Service commissioned corps, as well as the reserve components of each of these services, may take military leave, as needed, to enable them to fulfill their obligations as service members. Employees may use granted military leave, accrued vacation or personal leave for this purpose.
- B. Employees may receive a leave of absence not to exceed fifteen (15) working days in a calendar year for participation in annual training in the National Guard or Reserve Armed Forces. A copy of official orders requiring such training must accompany requests for such leave. Employees shall receive their regular compensation for this period of military leave. Such military training leave shall not be deducted from vacation leave unless it exceeds the fifteen (15) day allowance.
- C. Any full-time employee who applies for, performs or is called for military service shall, upon termination of his active service, be entitled to return to the City service at a level equivalent to the position held on his/her departure. Individuals will be required to return to the City service within thirty (30) days after receiving an honorable discharge from military service.

D. The City complies with all requirements of USERRA.

### **Section 6.11 Maternity / Parental Leave**

As required by the 1978 amendments to Title VII of the Civil Right Act of 1964, pregnancy and pregnancy related conditions shall be treated the same as any other illness or short-term disability.

Parental Leave may be used in the event of:

- Birth of a child or in order to care for a child (must be taken within twelve months of the birth);
- The adoption or foster care of a child (must be taken within twelve months of the adoption or placement in foster care).

Maternity / Parental leave is unpaid. Leave must be taken within twelve months of the birth. Eligible employees may use accumulated sick leave or vacation time in combination with Maternity / Parental leave. Maternity / Parental leave also qualifies for Family Medical Leave.

### **Section 6.12 Family and Medical Leave**

- A. The City will comply with the federal Family and Medical Leave Act (FMLA) by providing 12 work weeks of unpaid, job protected leave to eligible employees. FMLA allows eligible employees up to 12 workweeks of FMLA leave per year if they have worked at least 12 months and have physically worked at least 1,250 hours in the 12 months preceding the leave.
- B. For purposes of calculating FMLA eligibility, the annual period will be twelve (12) months from the date the employee last exercised FMLA benefits.
- C. FMLA leave may be used for
- Employee's own illness; or
  - To care for a sick family member (spouse, child, parent, step-parent; but not sibling or parent-in-law); or
  - To care for the employees newly born or adopted child; or
  - Leave made necessary by a spouse, child, or parent's active-duty military service or call-up; or
  - To care for a spouse, parent, child, or next-of-kin, who is unable to continue military service due to a serious service-related injury or illness (up to five years from separation from military service).
- D. FMLA leave is unpaid and seniority and benefits do not accrue during such leave.
- E. Employee will continue to receive healthcare coverage during FMLA leave, but must reimburse the City for the employee's contribution upon returning to work or separating from the City.
- F. An employee is entitled to a total of twelve workweeks of FMLA-covered leave within a rolling twelve-month period, measured backward from the date of the most recent request for a covered leave of absence. This means that each time an employee requests a leave under the

provisions of this policy, the available time for a leave of absence will be the balance of the total twelve workweeks that has not been used during the twelve-month period immediately preceding the commencement of leave. Eligible employees are entitled to take a leave for reasons as provided in Section C.

- G. During FMLA leave, the employee must use the employee's accrued sick leave, personal leave and vacation leave, with any remaining portion of the 12-week period being unpaid.
- H. Unused annual leave, compensatory time, and sick leave benefits earned prior to taking unpaid FMLA leave are not lost, but additional benefits do not accrue during unpaid leave.
- I. To take FMLA leave, you must provide the City with appropriate notice. If you know in advance that you will need FMLA leave, you must notify your supervisor or the City Manager at least 30 days in advance. If you learn of your need for leave less than 30 days in advance, you must give notice as soon as you can (generally either the day you learn of the need or the next work day). When you need FMLA leave unexpectedly (for example, if a family member is injured in an accident), you must inform your supervisor or the City Manager as soon as you can.

### **Section 6.13 Personal Leave of Absence**

The City Manager may authorize a personal leave of absence (unpaid) for a period not to exceed one month in any calendar year. The employee shall be responsible for payment of premiums of health insurance and ancillary lines of insurance, as may be required by the insurance provider according to the Plan document(s). Any request for a personal leave for a period exceeding one month shall be subject to approval by the Board of Trustees.

### **Section 6.14 Jury Leave**

An employee will be granted leave with pay when required to be absent from work due to jury duty or as a trial witness. Compensation for such leave shall be limited to the difference between pay received for this service and regular City pay. A trial witness will only be compensated if he or she receives a subpoena and produces it to the City.

### **Section 6.15 Temporary Transitional Duty (Return to Work)**

- A. **Purpose.** It is the purpose of this policy to establish the authority for temporary transitional duty assignments and procedures for granting temporary transitional duty to eligible employees.
- B. **Policy.** Temporary transitional duty assignments, when available, are for employees who, because of injury, illness or disability, are temporarily unable to perform their regular assignments but who are capable of performing alternative assignments. Use of temporary transitional duty can provide employees with an opportunity to remain productive and return to work before they have reached maximum medical improvement. This provides a work option for employees who may otherwise risk their health and safety or the safety of others by remaining on duty when physically or mentally unfit for their regular assignment. Therefore, it is the policy

of this City that eligible personnel be given a reasonable opportunity to work in temporary transitional duty assignments, where available, and consistent with this policy.

- C. Notwithstanding the above, the availability of temporary transitional duty assignments is at the sole discretion of the City, and the City is under no obligation to offer such assignment(s).
- D. Definitions:
- Eligible Personnel: For purposes of this policy, any employee suffering from medically certified illness, injury or disability requiring the treatment of a licensed health-care provider and who, because of injury, illness or disability, is temporarily unable to perform the regular assignment but is capable of performing temporary alternative assignments.
  - Maximum Medical Improvement: The point at which an injured employee has received the maximum therapeutic benefit from medical treatment.
- E. General Provisions. Temporary transitional duty positions are limited in number and variety. Therefore, employees personally injured or otherwise disabled in the course and scope of employment shall be given preference in initial assignment to transitional duty; assignments may be changed at any time if deemed in the best interest of the employee or the city while keeping within the medical restrictions; and eligibility to participate in the program will cease when the employee has reached maximum medical improvement. This policy in no way affects the privileges of employees under provisions of the Family and Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act, or other Federal or State law.
- F. No specific position within this City shall be established for use as a temporary transitional duty assignment, nor shall any existing position be designated or utilized exclusively for personnel on temporary transitional duty.
- G. Transitional duty assignments are strictly temporary and normally should not exceed 90 days in duration. After 90 days, personnel on temporary transitional duty who are not capable of returning to their original duty assignment shall:
- Present a request for an extension of temporary transitional duty (not to exceed an additional 90 days), with supporting documentation, to the program coordinator; or
  - Pursue other options as provided by employment provisions of this City or Federal or State law.
- H. Law enforcement personnel on temporary transitional duty are prohibited from engaging in outside employment in which they may reasonably be expected to perform law enforcement functions for which they have been determined physically or mentally unable to perform on behalf of this City and that forms the basis for their temporary transitional duty assignment.
- I. Depending upon the nature and extent of the disability, law enforcement personnel on temporary transitional duty may be prohibited or restricted from wearing the departmental

uniform, carrying the service weapon or otherwise limited in employing police powers as determined by the agency chief executive so long as such limitation is consistent with the provisions of this policy.

- J. Transitional duty assignments shall not be made for disciplinary purposes.
- K. Employees may not refuse temporary transitional duty assignments that are supported by and consistent with the recommendations of a City selected physician. The City may interpret failure to accept and perform transitional duty work as a resignation, unless the employee has pursued other options as provided by the employment provisions of this City or Federal or State law.
- L. When an employee has reached maximum medical improvement as determined by a City selected physician, an assessment by the personnel authority will be made regarding the employee's ability to perform regular job duties or the duties of a different job with or without a reasonable accommodation.
- M. Temporary Transitional Duty Assignments. Temporary transitional duty assignments may be drawn from a range of areas that include but are not limited to the following:
- Administrative projects (e.g. report review, special projects),
  - Clerical functions (e.g. filing,),
  - Desk assignments (e.g. booking officer, bookkeeping),
  - Communications (e.g. complaint taker),
  - Inspections (e.g. sidewalks, street signs, buildings, equipment),
  - Updating (e.g. MSDS at various locations),
  - Painting (e.g. fire hydrants, park benches & equipment),
  - Community relations (e.g. police and fire community awareness visits),
  - Volunteer work at city supported charities (e.g. united way, senior centers).
- N. This City's personnel authority shall maintain an inventory of available job assignments that may be used for temporary transitional duty.
- O. Decisions on temporary transitional duty assignments shall be made based upon the availability of an appropriate assignment given the applicant's knowledge, skills and abilities; availability of transitional duty assignments; and the physical limitations imposed on the employee by the City selected physician.
- P. Every effort shall be made to assign employees to positions consistent with their position and pay classification. However, where deemed appropriate, personnel may be assigned to positions within other departments and positions designated for personnel of lower rank or pay classification. Employees thus assigned shall:
- Retain the privileges of their rank but shall answer to the supervisor of the unit to which they are assigned with regard to work responsibilities and performance; and
  - Retain the pay classification and related benefits of the position held prior to their assignment to temporary transitional duty as controlled by the employment provisions

of the City.

- For work related accidents, if the employee is not retained at the same the pay classification of the position held prior to their assignment to transitional duty, workers' compensation temporary partial disability benefits may be available.

Q. For work related accidents in which the employee is not immediately released to return to normal duty the following shall apply:

- Immediately following treatment, the employee should report to his/her supervisor their condition and return to work status.
- At the earliest possible opportunity, the program coordinator will discuss the case with the physician concerning the course and scope of the treatment and the ability of the employee to perform transitional duty. The program coordinator will then discuss with the supervisor the employee's transitional duty assignment.
- Within the first three days following an accident the supervisor shall contact the employee and inquire into the employee's ability to return to work.
- If the employee has not returned to work after three days then the program coordinator shall call the doctor and the employee to check the employee's transitional duty status.
- If the employee is not able to return to work after three days then the employee shall call the program coordinator to discuss the employee's transitional duty status and present the work status report provided by the treating physician, immediately following each doctor's appointment.
- If it is determined that the employee may be medically able to perform transitional duty, the essential functions of the transitional duty shall be identified by the supervisor and reviewed with the employee.

R. Requests for and Assignment to Temporary Transitional Duty for non-work conditions. Requests for temporary transitional duty assignments shall be submitted to the employee's immediate supervisor. Requests must be accompanied by a statement of medical certification to support a requested reassignment, which must be signed by the treating physician. The certificate must include an assessment of the nature and probable duration of the disability, prognosis for recovery, nature of work restrictions and an acknowledgment by the health-care provider of familiarity with the transitional duty assignment and the fact that the employee can physically assume the duties involved.

- i. The request for temporary transitional duty and the physician's statement shall be forwarded to the City's designated personnel authority, who shall make a recommendation regarding the assignment to the chief executive officer or his designate.
- ii. The City may require the employee to submit to an independent medical examination by a physician of the City's choosing. In the event the opinion of this City selected physician differs from the foregoing health provider, the employee may request a third opinion at the employer's expense.
- iii. The employee and representatives of the City shall cooperate and act in good faith in selecting any third health-care provider, and both parties shall be bound by that medical

- decision.
- iv. An employee who has not requested temporary transitional duty may be recommended for such assignment by submission of a request from the employee's immediate supervisor. Such a request must be accompanied by an evaluation of the employee conducted by a competent medical authority expressing the need for temporary transitional duty or by a request/order for a medical or psychological fitness-for-duty examination.
  - v. Notice shall be provided to the employee of the proposed temporary transitional duty assignment together with justification for the recommendation.
  - vi. The employee may challenge the proposed reassignment using established City grievance procedures.
  - vii. Pending results of a grievance procedure, an employee may be reassigned if, in the opinion of the City's chief executive officer, failure to reassign may jeopardize the safety or health of the employee, other employees or the public.
  - viii. As a condition of continued assignment to temporary transitional duty, employees shall be required to submit to periodic physical assessments of their condition as specified by the personnel authority.

## **Section 6.16 Victims of Domestic and Sexual Violence**

This policy is adopted pursuant to Sections 285.625 et seq RSMO.

A. As used in this section, the following terms mean:

- "Abuse", the same meaning as in section 210.110 RSMo;
- "Domestic violence", the same meaning as in section 455.010 RSMo;
- "Employee benefit plan" or "plan", an employee welfare benefit plan or an employee pension benefit plan or a plan that is both an employee welfare benefit plan and an employee pension benefit plan;
- "Employment benefits", all benefits provided or made available to employees, including life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, and pensions, regardless of whether such benefits are provided by a practice or written policy of the City or through an "employee benefit plan";
- "Family or household member", for employees with a family or household member who is a victim of domestic or sexual violence, a spouse, parent, son, daughter, other person related by blood or by present or prior marriage, other person who shares a relationship through a son or daughter, and persons jointly residing in the same household;
- "Parent", the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter who is a victim of domestic or sexual violence;
- "Qualified individual", an applicant or employee who, but for being a victim of domestic or sexual violence or with a family or household member who is a victim of domestic or sexual violence, can perform the essential functions of the employment position that such individual holds or desires;
- "Reasonable safety accommodation", an adjustment to a job structure, workplace



facility, or work requirement, including a transfer, reassignment, modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, implementation of a safety procedure, or assistance in documenting domestic violence that occurs at the workplace or in work-related settings, in response to actual or threatened domestic violence. Any exigent circumstances or danger facing the employee or his or her family or household member shall be considered in determining whether the accommodation is reasonable;

- “Reduced work schedule”, a work schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee;
- “Sexual violence”, a sexual assault, as defined in section 455.010 RSMo, and trafficking for the purposes of sexual exploitation as described in section 566.209 RSMo;
- “Son or daughter”, a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under eighteen years of age, or is eighteen years of age or older and incapable of self-care because of a mental or physical disability and is a victim of domestic or sexual violence;
- “Undue hardship”, significant difficulty or expense, when considered in light of the nature and cost of the reasonable safety accommodation;
- “Victim of domestic or sexual violence”, an individual who has been subjected to domestic violence, sexual violence, or abuse;
- “Victim services organization”, a nonprofit, nongovernmental organization that provides assistance to victims of domestic violence or to advocates for such victims, including a rape crisis center, a child advocacy center, an organization carrying out a domestic violence program, an organization operating a shelter or providing counseling services, or a legal services organization or other organization providing assistance through the legal process;

B. An employee who is a victim of domestic or sexual violence or who has a family or household member who is a victim of domestic or sexual violence whose interests are not adverse to the employee as it relates to the domestic or sexual violence may take unpaid leave from work to address such violence by:

- Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member;
- Obtaining services from a victim services organization for the employee or the employee's family or household member;
- Obtaining psychological or other counseling for the employee or the employee's family or household member;
- Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic or sexual violence or to ensure economic security; or
- Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual

violence.

- C. Subject to Subsection F, an employee shall be entitled to a total of one workweek of leave under subsection 2 during any twelve-month period. For purposes of this subsection “workweek” shall mean an individual employee’s standard workweek. The total number of workweeks to which an employee is entitled shall not decrease during the relevant twelve-month period.
- D. Leave described in Subsections B-C may be taken intermittently or on a reduced work schedule.
- E. The employee shall provide at least forty-eight hours’ advance notice of the employee’s intention to take leave under subsection 2 to the City Manager, unless providing such notice is not practicable. When an unscheduled absence occurs, the City will not take any action against the employee if the employee, upon request of the City Manager and within a reasonable period after the absence, provides certification under subsection 6.
- F. The City Manager may require the employee to provide certification that the employee or the employee’s family or household member is a victim of domestic or sexual violence and that the leave is for one of the purposes enumerated in Subsection B. The employee shall provide such certification to the City Manager within a reasonable period after the City Manager requests certification.
- G. An employee may satisfy the certification requirement of subsection 6 by providing a sworn statement of the employee and the following:
  - Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee’s family or household member has sought assistance in addressing domestic violence or sexual violence and the effects of such violence;
  - A police or court record; or
  - Other corroborating evidence.
- H. All information provided to the City pursuant to Subsection G including a statement of the employee or any other documentation, record, or corroborating evidence, and the fact that the employee has requested or obtained leave pursuant to this section, shall be retained in the strictest confidence by the City, except to the extent that disclosure is requested or consented to in writing by the employee or otherwise required by applicable federal or state law.
- I. Any employee who takes leave under this section shall be entitled, on return from such leave, to be restored to the position of employment held by the employee when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
- J. The taking of leave under this section shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced. Nothing in this section shall be

construed to entitle any restored employee to the accrual of any seniority or employment benefits during any period of leave or any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave. Nothing in this section shall be construed to prohibit the City from requiring an employee on leave under this section to report periodically to the City Manager on the status and intention of the employee to return to work.

- K. Upon the request of the City Manager, an employee requesting a reasonable safety accommodation pursuant to this section, shall provide a written statement signed by the employee or an individual acting on the employee's behalf, certifying that the reasonable safety accommodation is for a purpose authorized under this section.
- L. During any period that an employee takes leave under this section, the City shall maintain coverage for the employee and any family or household member under any group health plan for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave.
- M. The City may recover from the employee the premium that the City paid for maintaining coverage for the employee and the employee's family or household member under such group health plan during any period of leave under this section if the employee fails to return from leave after the period of leave to which the employee is entitled has expired for a reason other than the continuation, recurrence, or onset of domestic violence, sexual violence, abuse, a sexual assault, or human trafficking that entitled the employee to leave under this section, or other circumstances beyond the control of the employee.
- N. The City may require an employee who claims that the employee is unable to return to work because of a reason described in Subsection M to provide, within a reasonable period after making the claim, certification to the City that the employee is unable to return to work because of that reason by providing the City with:
  - A sworn statement of the employee;
  - Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee has sought assistance in addressing domestic or sexual violence and the effects of such violence;
  - A police or court record; or
  - Other corroborating evidence.
- O. All information provided to the City pursuant to Subsection N including a statement of the employee or any other documentation, record, or corroborating evidence, and the fact that the employee is not returning to work because of a reason described in Subsection M shall be retained in the strictest confidence by the City, except to the extent that disclosure is requested or consented to in writing by the employee, or otherwise required by applicable federal or state law.

- P. The City shall make reasonable safety accommodations, in a timely manner, to the known limitations resulting from circumstances relating to being a victim of domestic or sexual violence or a family or household member being a victim of domestic or sexual violence of an otherwise qualified individual:
- Who is an employee of the City;  
and
  - Who is:
  - A victim of domestic or sexual violence; or
  - With a family or household member who is a victim of domestic or sexual violence whose interests are not adverse to the individual in this subdivision as it relates to the domestic violence, sexual violence, or abuse;
- Q. Subsection P shall not apply if the accommodation would impose an undue hardship on the operation of the City.
- R. Nothing in this section shall be construed to supersede any provision of any federal, state, or local law, or employment benefits program or plan that provides:
- Greater leave benefits for victims of domestic or sexual violence than the rights established hereunder; or
  - Leave benefits for a larger population of victims of domestic or sexual violence, as defined in such law, agreement, program, or plan, than the victims of domestic or sexual violence covered under this section.

State law reference: Sections 285.625 et seq RSMO

## **Chapter 7. Benefits**

### **Section 7.01 General**

This section describes the fringe benefits provided by the City and information on your eligibility for benefits. Details regarding each benefit plan are contained in the Certificate of Coverage. This Handbook does not constitute such a legal document. Benefit plans governed by the federal Employee Retirement Income Security Act (ERISA) may be further described in formal summary plan descriptions or other legal documents available for your review in the City Manager.

### **Section 7.02 Temporary and Part Time Employees**

Benefits, as described in this Chapter, shall not, except those benefits that are required by law, be extended to temporary or part-time employees, unless specifically set forth in this Chapter.

### **Section 7.03 Health Insurance**

The City provides group health insurance benefits through United Health Care. The Board of Trustees determines the health insurance plan options to be offered to eligible employees on an annual basis. For additional questions, please see the Human Resources manager.

### **Section 7.04 Vision, Dental, Life, Short-Term Disability and Accidental Death / Dismemberment.**

The City provides these ancillary lines of insurance coverage, as determined by the Board of Trustees on an annual basis. The City generally pays 100 percent of employee premiums, with employees responsible for dependent care coverage if they so elect.

### **Section 7.05 Retirement**

The City participates in the Missouri Local Government Employees Retirement System (LAGERS). LAGERS is a publicly-owned defined benefit pension system, created by Missouri law in 1967 and managed according to provisions of state statute. The City currently participates at the "L-3" Benefit Program level. Unless otherwise provided by law, regular full-time employees are eligible for the City's LAGERS program.

## **Chapter 8. Employee Conduct**

### **Section 8.01 Attendance and Punctuality**

It is expected that employees report to work on time and to avoid unnecessary absences. Frequent absenteeism or tardiness may result in disciplinary action up to and including discharge.

### **Section 8.02 Inclement Weather**

The City is open for business unless the Chairman or City Manager declares otherwise. When severe weather develops or is anticipated to develop during the day, if you elect to leave prior to the time the City closes, you will be required to use voluntary leave, not including sick time, in an amount equal to the number of hours between the time you left and the time the office closed.

When potentially dangerous weather develops during the day and a decision is made by the City to close early, you will be compensated for the full day.

### **Section 8.03 Dress Code and Public Image**

- A. The dress code for employees varies according to the type of work performed. If an employee has been issued a uniform or other clothing it is expected that it shall be worn. Office employees are expected to dress professionally.
- B. Outside workers should wear suitable clothing for the positions performed but, as they are representatives of the City, should not wear torn or ragged clothing. Employees engaged in construction or repair work must wear safety boots.
- C. Street and maintenance workers must wear a safety vest or city issued high visibility clothing whenever outside.

### **Section 8.04 Work Space**

Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace provides an environment conducive to working efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays the City's overall dedication to providing quality service to its clients. Therefore, every workspace should be clean, organized and free of items not required to perform your position.

### **Section 8.05 Office Equipment**

Certain equipment is assigned to staff depending on the needs of the position, such as a calculator, personal computer, printer and access to our central computers and servers. This equipment is the property of the City and cannot be removed from the office without prior approval from your supervisor. It is expected that you will treat this equipment with care and report any malfunctions immediately to staff members equipped to diagnosis the problem and take corrective action.

### **Section 8.06 Smoking Prohibited.**

No employee shall smoke on city property or in any city vehicle except in designated smoking areas. Smokeless tobacco may be used as approved by a supervisor. If smokeless tobacco is allowed, it is required that it is disposed of properly in sealed containers placed in waste containers.

### **Section 8.07 Alcohol**

Alcohol is prohibited at all times on city property and in city vehicles, unless otherwise allowed by separate ordinance or rule.

### **Section 8.08 Firearms**

Except for public safety officers authorized to do so, no employee shall carry or possess any firearm in any city building, in any city vehicle, or on their person while on duty. Personal firearms may be kept in a locked vehicle in city parking areas.

### **Section 8.09 Current Information**

Employees shall report all changes in address, driver's license status, telephone number, marital status and other pertinent information to the Human Resources Office for proper recording within 5 days of the change. This action is necessary in order to maintain accurate records affecting insurance and retirement benefits.

### **Section 8.10 Political Activities**

- A. No city employee shall be an officer of a political party or hold political office. No city employee, other than an employee on unpaid leave of absence, shall be a candidate for any elective political office in conflict with that employee's duties.
- B. No person shall knowingly solicit any assessments, contributions or services, for any political party from any on duty city employee.
- C. Nothing contained herein shall affect the right of any city employee to hold membership in and support a political party, to vote as he or she chooses, to express privately his or her opinions on all political subjects and candidates, to maintain political neutrality, and to attend political meetings.
- D. No city employee shall seek or accept election, nomination or appointment as an officer of a political club or organization, or serve as a member of a committee of such club or organization, or take an active part in any municipal political campaign, including seeking signatures to any petition provided for by any law, acting as a worker at the polls, or distributing badges or literature of any kind favoring or opposing any municipal issue or candidate for election or for nomination to a municipal public office. This subsection shall not be construed to prevent any city employee from providing factual information pertaining to any municipal ballot question.
- E. No city employee shall wear a campaign button or other evidence of support of a political candidate or issue while on duty.

### **Section 8.11 Outside Employment**

- A. Prior to accepting outside employment, regular and temporary full-time employees shall submit a request in writing to the appropriate Department/Division Director or City Manager for

conditional approval. After receiving conditional approval, the employee may begin secondary employment pending final approval by the Human Resources Manager. The Department Director will forward the request along with his or her recommendation to the Human Resources Manager for final approval.

- B. Approval shall not be granted when the outside employment interferes or conflicts with employment obligations to the City. Employees may not work as outside employment a second full-time and part-time job with the City.
- C. Employees shall not engage in, accept employment or render any service for private interest when such employment or service is incompatible or creates a conflict of interest with official duties of the City.
- D. City reserves the right to revoke approval at any time when doing so is in the best interest of the City.
- E. Employees who are unable to work for the City due to a work-related injury or personal illness are prohibited from working on outside employment without the prior approval of the City Manager. Failure to comply with this restriction will not only create the presumption that leave time is being misused but will also result in disciplinary action.

### **Section 8.12 Purchase of Property**

Employees, their spouses and children are prohibited from bidding on or purchasing property owned by the City or under the direction and control of the City when the property is being sold at a public sale or auction, unless said bidding or purchasing of property would not be a violation of the conflict-of-interest statute or rules of the City. If the bidding or purchase of City property is not a violation of the conflict-of-interest statute or City rules, then the Employee, their spouse and/or children may bid and/or purchase property owned by the City.

### **Section 8.13 Internet Access, Social Media, Telephone, and Email Use**

- A. **PRIVACY.** Employees should have no expectation of privacy while using any city device. Use may be monitored for customer service and business reasons.
- B. Employees may have limited use of e-mail and the internet for personal purposes during non-work time. Employees must not let the use of these “tools” interfere with the City’s business. Not more than “minimal” additional expense should be incurred.
- C. The City email and Internet system is the property of the City. By accessing the Internet, Intranet and electronic mail services through facilities provided by the City, you acknowledge that the City by itself or through its Internet Service Provider may from time-to-time monitor, log, and gather statistics on employee Internet activity and examine all individual connections and communications.



- D. Employees may not access, download or distribute material in breach of the law, or which others may find offensive or objectionable, such as material that is pornographic, bigoted or an incitement to violence.
- E. Employees must respect and comply with all copyright laws and intellectual property rights of both the City and other parties at all times. When using web-based sources, employees should provide appropriate attribution and citation of information to the websites.
- F. Software may not be downloaded from the Internet without the prior approval of qualified persons within the City.
- G. Unless authorized, employees may not participate in non-business-related social media sites, post comments on blogs, or falsely represent themselves while doing the business of the City. An internet user can be held responsible for any breaches of security or confidentiality.
- H. Email
  - i. The email system is the property of the City. All emails are archived on the server in accordance with our records retention policy, and all emails are subject to review by the City. Employees may make limited use of our email system for personal business matters, so long as such use is kept to a minimum and does not interfere with your work.
  - ii. Electronic mail is like any other form of City communication and may not be used for harassment or other unlawful purposes. An email account is a City-provided privilege and is City property. Employees should remember that when they send email from the City domain, they represent the City whether your message is business-related or personal.
- I. Telephones
  - i. The use of City telephones, landline or cellular, are for conducting City business. Occasional personal use of City landlines is permissible during working hours. However, any personal long-distance calls are not permitted. City cellular phones are authorized for official City business only. Exceptions may be made for emergency personal matters that require attention and where alternate forms of communication are not available.
  - ii. All calls of a personal nature shall be held to a minimum both in length and occurrence. This includes any calls made on City owned or private cellular phones.
  - iii. On duty employees shall not use a cellular phone while operating a motor vehicle, equipment or while performing duties that could be unsafe while using a cellular phone, unless required by the duties of their position and approved by their department head.
  - iv. Department/Divisions will be provided with copies of their long-distance bills monthly. Each Department Director shall be responsible for ensuring those calls made by his/her Department are verified for compliance with this policy.

**Section 8.14 Drug-Free Workplace**

The City takes seriously the problem of drug and alcohol abuse and is committed to providing a substance abuse-free workplace for its employees. Substance abuse of any kind is inconsistent with the

behavior expected of our employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines our ability to operate effectively and efficiently. This includes the abuse of intoxicating substances, including inhalants such as solvents, aerosol sprays, gases, etc.

### **Section 8.15 Emergency Response**

Should a major emergency occur, all employees are expected to report for duty under the guidelines of the Emergency Operations Plan. Individuals who are on vacation should consider vacation cancelled and report to duty as soon as possible. Employees may be expected to perform duties outside their job description.

## **Chapter 9. City Vehicles**

### **Section 9.01 Purpose**

This policy establishes a uniform vehicle policy for City employees. Specifically, it serves as a guideline for mileage reimbursement, use of City-owned vehicles, taking City-owned vehicles to the home, driving personal vehicles for work related purposes, discipline, corrective action, and responsibility for enforcement. The intent of this policy is to ensure that employees are using City-owned vehicles for City purposes and consistent with recognized best practices in compliance with applicable federal, state and local laws and regulations.

### **Section 9.02 Regulations for Use of City Vehicles**

- A. City-owned vehicles are to be used only to conduct City business. No personal use of City-owned vehicles shall be allowed except that minimal personal use is permitted for employees authorized to take City-owned vehicles home.
- B. An employee who operates City-owned vehicles must have a valid driver's license for the class of vehicle they are assigned to operate. Employees are responsible for knowing all City policies and all state and local motor vehicle laws.
- C. Every employee is required to wear a seatbelt at all times while in a moving city vehicle. Employees are required to see that any passenger is also wearing a seatbelt.
- D. All City-owned vehicles shall be smoke free. No smoking shall be permitted in any City-owned vehicle.
- E. All employees who operate City-owned vehicles should remove all trash, debris, etc. upon leaving vehicle.
- F. Employees are responsible for paying fines for traffic violations when such fines arise from the operation of a vehicle on City business. The City will not reimburse employees for such fines unless there are extenuating circumstances, such as unknowingly driving a City-owned vehicle with defective equipment.
- G. Employees must notify their supervisor as soon as practical, but in any event within 24 hours, about any motor vehicle accident, vehicle damage or moving violation involving a city vehicle. The supervisor must notify the City Manager as soon as practical on any type of accident involving a City vehicle.
- H. An employee must notify his or her supervisor as soon as practicable of any change in his or her driver's license status (including, but not limited to, suspension or revocation), any tickets he or she has received (including but not limited to DUI, speeding, no insurance, or driving while suspended), or any other incident which may impact employees' ability to drive for work related purposes.

- I. Only City employees may be passengers in City-owned vehicles; however non-City employees may be provided transportation if the vehicle is operated by a City employee and the transportation of the non-City employee directly relates to City business and falls within the employee's position responsibilities or authorized by the City Manager.
- J. Employees may not operate a cellular phone while operating a City owned vehicle, unless such cell phone use is required or necessary for the employee to fulfill their job duties.

**Section 9.03 Regulations Regarding Use of Personal Vehicle for City Business**

- A. Mileage Reimbursement - Employees are directed to use City-owned vehicles to conduct authorized City business when possible and expedient. When individuals are unable to use a City-owned vehicle to conduct official business they will receive mileage reimbursement at a rate established by the Board of Trustees.
- B. The City uses the Standard Mileage Rates as published by the Internal Revenue Service for purposes of mileage reimbursement.
- C. Mileage reimbursement will be based on the distance traveled as shown on Google Maps.
- D. Employees are responsible for paying fines for traffic violations when such fines arise from the operation of a personal vehicle on City business. The City will not reimburse employees for such fines.
- E. All employees who operate their own personal vehicle for City business shall have liability insurance which complies with state law.
- F. All employees who operate their own personal vehicle for City business shall wear a seatbelt at all times while operating the vehicle.
- G. The City shall not be responsible for any damage done to employee's personal vehicle.

**Section 9.04 Take Home Vehicle Regulations**

- A. It is the City Manager's responsibility to approve all requests for a take home vehicle. Employees with bona fide non-compensatory business reasons may be allowed and/or required to commute in a City owned vehicle. No personal use other than commuting or de minimis personal use (such as a stop for a personal errand on the way between a business delivery and the employee's home) will be allowed. Use of a take home vehicle may be a taxable benefit.
- B. No take home vehicles will be allowed for employees residing outside the city limits. Exceptions may be granted for certain Public Safety Employees, upon the recommendation of the Chief of Police.

**Section 9.05 Accidents in City-Owned Vehicles**

- A. If an employee is involved in an accident while driving a City vehicle, the employee should:
- Give whatever aid they are qualified to perform to any injured parties. If an injury requiring emergency medical treatment has been sustained, call 911 for immediate assistance.
  - Call the Police Department immediately. Do not move the vehicle in the event of an injury accident until directed by a police officer. A police report is required in every case no matter how minor the damage.
  - Give your name, department, and insurance information, to the other driver but do not discuss the accident with anyone except the investigating officer or your Supervisor.
  - Call the Supervisor who will then be responsible to file the required accident form. Forms are available in the department or from Human Resources.
  - Report to the drug and alcohol testing site designated by the City immediately. A Supervisor or other member of City administration must provide transport unless otherwise directed by the Human Resources Department or City Manager. Exceptions can only be made by the Human Resources Manager or the City Manager.
- B. Failure to report any accident or vehicle damage immediately may result in disciplinary action including termination.

## Chapter 10. Safety

### Section 10.01 Rules and Regulations

City employees shall observe the rules and regulations established by the City or any supervisor or as set forth in the City Safety Manual. City employees shall be responsible for the implementation of job assignments in the safest manner possible.

### Section 10.02 Safety and Loss Prevention

In order for the Village of Sunrise Beach to insure a safe and healthy environment for the community it serves, it is important that all employees make safety a continuing concern equal in importance with all other operational considerations. All employees are encouraged to adopt the concept that the most efficient and only acceptable way to complete a task is the safe way.

Each Department Director has the full responsibility and authority for maintaining a safe and healthful working condition within his/her jurisdiction. Each department is responsible for providing the type of work environment, work procedures and service to the public that will promote, to the highest extent possible, the safety of the City employees and the general public. Therefore, each Department Director shall:

- Develop and support a departmental safety program that will effectively reduce and control accidents.
- Develop practical safety rules and regulations pertinent to the activities conducted by the department.
- Establish and maintain a program for safety inspections on a regular basis.
- Provide adequate job training and continuing safety instructions to all department personnel.
- Take corrective action for any unsafe condition that is observed which could adversely affect the safety of an employee of the general public.

**EMPLOYEE RESPONSIBILITY.** Each employee is required, as a condition of employment, to develop safe work habits in the course of their work to prevent injuries to themselves, their fellow workers, and conserve material and resources. The following work habits shall be implemented but not limited to:

- Promptly report to their supervisor all accidents and injuries occurring within the course of their employment.
- Cooperate with and assist in the investigation of accidents to identify correctable causes and to prevent their reoccurrence.
- Promptly report to their supervisor all unsafe actions, practices, or conditions they observe.
- Become familiar with and observe approved safe work procedure during the course of their work activities.
- Keep work areas clean and orderly at all times.
- Avoid engaging in any horseplay and refrain from distracting others.
- Obey all established safety rules and follow published work instruction.
- Wear required protective equipment when working in hazardous operational areas; to include the wear of appropriate head and foot gear.

- Have adequate clothing and protective equipment available to perform all assigned tasks. The wearing of any canvas/leather athletic shoes is explicitly prohibited in the Public Works Department unless prescribed by competent medical authority.

Employees will be evaluated on their adherence to the established safety rules and regulations during the annual performance appraisal and are encouraged to inform the City's Safety Coordinator of any violations of the City's established safety policies.

Reporting Accidents. Any employee involved in an accident involving a City vehicle or equipment shall immediately notify the Police Department and their immediate supervisor. If possible, the vehicle should not be moved until authorized by the investigating officer. Any employee who fails to report an accident during the shift in which the accident occurred, will be subject to disciplinary action. City vehicles shall contain a first aid kit of the type that will fit in the glove compartment or behind the seat. It is the responsibility of the vehicle operator to keep the kit completely stocked and be able to use the kit supplies in the prescribed manner.

It is the responsibility of the Department Director to assure that the necessary reports are filed with the City Clerk or designee within three work days. A verbal notification of the accident shall be made to the City Clerk/Safety Coordinator as soon as possible, especially if the accident is of a serious nature or involves an injury. The City Clerk/Safety Coordinator shall in turn make certain that proper written reports are made to the insurance company.

### **Section 10.03 Reporting Injuries**

Any employee who sustains an on-the-job injury shall report the injury as soon as possible within the current work shift, regardless of severity, to his/her immediate supervisor. The responsible Department/Division shall notify the Human Resources Office of any injury and complete and forward the State mandated report forms within three working days of any such accident. The immediate supervisor shall subsequently investigate and prepare internal reports of such injuries as soon as practicable.

### **Section 10.04 Safety Sensitive Position**

Safety sensitive positions are those positions in which the employee is responsible for his/her own safety or the safety of others. Such safety sensitive positions include, but are not limited to:

- Police personnel;
- Public works personnel;
- All employees that regularly operate city vehicles as part of their job, etc.

The City will include a statement that the position is a safety sensitive position in the job description for each safety sensitive job.

### **Section 10.05 Risk Management Incentive**

All full-time employees with at least one year of continuous service to the City shall be eligible for an extra personal day to be awarded in January of any calendar year. This extra personal day shall be

awarded to eligible employees who remain accident free for the calendar year preceding the award. The Safety Director or designee shall be responsible for determining employee eligibility. Personal days awarded pursuant to this section shall not accrue and must be used within the calendar year it was awarded. No compensation shall be paid for unused personal days awarded pursuant to this section.



## **Chapter 11. Travel Expenses**

### **Section 11.01 Reimbursement**

- A. Employees will be reimbursed for necessary travel expenses incurred while carrying out official duties or attending authorized conferences and meetings on behalf of the City. Prior approval of the Department/Division Director must be received.
- B. Expenses should be kept to a minimum. Receipts for all expenses should be obtained and a travel expense report completed. The report, together with all receipts, should be promptly submitted to the Department Director who will forward these items to the City Clerk for reimbursement. Unless otherwise approved in advance, the City shall use the Meals and Incidentals Rate as published by the federal General Services Administration to determine amounts eligible for reimbursement.
- C. If an activity takes the employee out of town, the employee will be reimbursed for actual transportation fare to and from the travel destination, actual room costs for overnight lodging, taxi fares, parking, tips and other travel-related expenses upon proper presentation of appropriate itemized receipts. With prior approval, rental car expenses will be allowed at conference or destination sites. Mileage for personal vehicles shall be those reasonable and necessary to conduct City business. Consideration should be given to the cost of mileage versus rental car expense.
- D. Travel by air or train should be on a coach fare. Special fare rates shall be taken advantage of whenever possible.
- E. Personal expenditures not related to the business of the trip will not be reimbursed including: items of personal hygiene, recreation and other amusements, personal phone calls, laundry and/or cleaning, side trips, room service, and alcoholic beverages. The City will not reimburse the cost of bringing another individual on the trip.

## **Chapter 12. Substance & Alcohol Abuse**

### **Section 12.01 Policy and Purpose**

- A. **Policy.** The City is dedicated to providing safe, quality service to all citizens of and visitors to our community. Our most valuable resources in providing this service are our employees. Amongst our major goals is to provide employees with a safe, healthy, satisfying work environment, which promotes personal opportunities for growth. In meeting these goals, it is our policy to:
- Assure employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner.
  - Create a workplace environment free from the adverse effects of substance (“substance” as defined in this section, is referring to any drug or chemical that is regulated by the government (i.e. illegal drugs, prescription medications) and other intoxicating substances) abuse and/or alcohol misuse.
  - Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of substances.
  - Encourage employees to seek professional assistance anytime personal problems, including alcohol and/or substance dependency or use, adversely affects their ability to perform their assigned duties.
- B. It is the purpose of this policy to:
- Assure employee fitness for duty and to express our policy of zero tolerance for substance and alcohol abuse.
  - Protect other employees and the general public from the risks posed by the misuse of alcohol, substance abuse and over the counter medications with side effects causing potential impairments.
  - Comply with all applicable State and Federal laws and regulations governing workplace anti-drug and alcohol abuse programs.
  - Comply with the following Federal regulations: U. S. Department of Transportation (DOT) 49 of the Code of Federal Regulations (CFR) Part 29, “the Drug-Free Workplace Act of 1988.”
- C. DOT 49 CFR Part 40 sets standards for collection and testing of urine and breath specimens.

### **Section 12.02 Substance and/or Alcohol Testing**

- A. All City employees and DOT required positions are covered by one or more of the tests provided by this policy. Substance testing will normally be performed by urinalysis, and alcohol testing will normally be performed by breath analysis. All regular and temporary full-time employees are subject to these tests, additionally, part-time employees or contract employees who routinely operate City vehicles, construction or heavy equipment on public streets or highways are subject to these tests.

- B. **PRE-EMPLOYMENT TESTING.** Testing for substances shall be done only after conditional offer of employment, but prior to beginning work. This applies to all regular and temporary full-time employees and any other employee who will be routinely operating City vehicles, construction or heavy equipment on public streets or highways.
- If the individual starts employment prior to test results being received, the employee shall not operate any City vehicle or heavy equipment until the substance test results have been received and verified by the Human Resources Office.
  - Positive test results shall result in the withdrawal of the conditional offer of employment.
- C. **POST ACCIDENT TESTING.** All employees of any classification are subject to post accident substance and alcohol testing. Alcohol testing shall be completed within two (2) hours of qualified accident. Substance testing shall be completed within thirty-two (32) hours of qualified accident.

Testing is required for:

- Accidents involving a motor vehicle or heavy equipment, unless vehicle or equipment was legally stopped and was struck by another party.
  - Accidents resulting in damage to City equipment or property or private property caused by the operation of City vehicles or heavy equipment.
  - Accidents resulting in an employee being cited for a traffic violation.
  - Accidents resulting from a violation of a safety policy or procedure.
  - Post-accident testing shall be completed during or after necessary medical treatment within the time frame listed above.
- D. **REASONABLE SUSPICION OR PROBABLE CAUSE TESTING.** All employees may be subject to a fitness for duty evaluation, and urine and/or breath testing when there are reasons to believe that substance or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances, which are consistent with the short-term effects of substance abuse or alcohol misuse. Examples of reasonable suspicion include, but are not limited to, the following:
- Physical signs and symptoms consistent with controlled or prohibited substance use or alcohol misuse.
  - Evidence of the manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, or other prohibited substance.
  - Occurrence of a serious or potentially serious accident that may have been caused by controlled or prohibited substance abuse or alcohol misuse.
  - Fights (to mean physical contact), assaults, and flagrant disregard or violations of established safety, security, or other operating procedures.
- E. Reasonable suspicion referrals must be made by a supervisor who is trained to detect the signs and symptoms of drug and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible substance abuse or alcohol or controlled substance misuse. The Human Resources Manager will be consulted to provide

assistance in the determination if the suspicion is reasonable. If the Human Resources Manager is unavailable, a second trained supervisor should be consulted for a second opinion.

- F. **ADDITIONAL TESTING.** Return-to-duty testing: Employees who previously identified themselves as drug or alcohol dependent must test negative on a return-to-duty test and be evaluated and released to duty by a Substance Abuse Professional before returning to work. A Substance Abuse Professional (SAP) is a licensed physician or certified psychologist, social worker, employee assistance professional, or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium for Alcohol and Drug Abuse. The SAP must also have clinical experience in the diagnosis and treatment of drug and alcohol related diseases. Before scheduling the return to duty test, the SAP must assess the employee and determine if the required treatment has been completed.
- G. Follow-up testing shall be required of persons returning from voluntary drug or alcohol rehabilitation programs. Employees will be required to undergo frequent, unannounced urine and/or breath testing following their return to duty. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. A qualified Substance Abuse Professional will determine the frequency and overall duration of the follow-up tests beyond the minimum.

### **Section 12.03 Substance Testing, Process and Procedure**

- A. Analytical urine substance testing and breath testing for alcohol may be conducted when circumstances warrant or as required by Federal regulations.
- B. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (DHHS). All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner, and every effort will be made to protect the employee, the integrity of the substance testing procedure, and the validity of the test result.
- C. Alternate methods may be utilized when the employee is seeking medical treatment due to an injury.

### **Section 12.04 Testing Parameters**

- A. Positive tests are expressed in nanograms per milliliter.
- B. Initial Test Confirmation Test
- Amphetamines (speed, uppers, amphetamines, 1000 500
  - Methamphetamines, (some diet pills, etc.)
  - Opiates (heroin, morphine, etc.) 2000 2000

- Acetylmorphine 10
  - Cannabis (marijuana, hashish, etc.) 50 15
  - Cocaine (codeine will give positive test) 300 150
  - Phencyclidine 25 25
- C. Urine specimens will be collected using the split specimen collection method described in 49 CFR Part 40. Each specimen will be accompanied by a DOT or Non-DOT Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. An initial drug screen will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended. The test results from the laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive test result. The MRO will notify the employee of the positive laboratory result, and provide the employee with an opportunity to explain the confirmed test result. The MRO will subsequently review the employee's medical history/medical records to determine whether there is a legitimate medical explanation for a positive laboratory result. If no legitimate explanation is found, the test will be verified positive and reported to the City's program manager. If a legitimate explanation is found, the MRO will report the test result as negative.
- D. The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary is positive, the split will be retained for testing if requested by the employee through the Medical Review Officer.
- E. In instances where there is a reason to believe an employee is abusing a substance other than the seven drugs listed above, the City reserves the right to test for additional drugs under the City's own authority using standard laboratory testing protocols.
- F. Any employee who questions the results of a required drug test may request that the split sample be tested. This test must be conducted at a different DHHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the original sample. The employee pays all costs for such testing unless the result of the split sample test invalidates the result of the original test. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted if the delay was due to documented facts that were completely beyond the control of the employee.

## **Section 12.05 Drug Use Penalties**

- A. Any employee who has a confirmed positive drug test shall be recommended for termination of employment pending due process.
- B. Refusal to take any of the tests in this policy will be treated as a positive test result and result in a recommendation of termination of employment pending due process.

### **Section 12.06 Medical Marijuana**

- A. Any employee utilizing marijuana or marijuana-infused products for medicinal purposes shall adhere to the requirements of state and federal law, including Section 1 of Article XVI of the Missouri Constitution as well as rules and regulations adopted by the Department of Health and Senior Services, City ordinances and City policies.
- B. All employees are prohibited from the use, possession, sale, transfer, manufacture, distribution or purchase of marijuana or marijuana paraphernalia for medical purposes at any time while on City premises or while conducting City business.
- C. Any employee believed to be under the influence of marijuana while on City premises or while conducting City business shall be subject to drug testing. In accordance with Section 12.05 of this Manual, any employee who has a confirmed positive drug test shall be recommended for termination of employment pending due process.
- D. The Missouri Department of Health and Senior Services has issued rules necessary for the implementation and enforcement of the medical marijuana law. Such rules, as may be amended from time to time, are incorporated by reference herein.
- E. A person is prohibited from consuming marijuana for medical use in a jail or correctional facility; operate a dangerous device or motor vehicle under the influence; or bring a claim against any employer, former employer or prospective employer for wrongful discharge, discrimination, or any similar cause of action or remedy, based on the employee, former employee or prospective employee from being under the influence of marijuana while at work or disciplining the employee or former employee, up to and including termination from employment for working or attempting to work while under the influence of marijuana.

### **Section 12.07 Alcohol Testing, Process and Procedure**

- A. Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA) or Missouri Department of Health and Senior Services (MDHSS) approved testing device operated by a trained technician. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test will be performed using an NHTSA-approved evidential breath-testing device (EBT) operated by a trained breath alcohol technician (BAT). The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout along with an approved

alcohol testing form will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40 as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

- B. Any employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will be removed from his/her position for eight hours unless a retest results in a concentration measure of less than 0.02. The inability to perform safety-sensitive duties due to an alcohol test result of greater than 0.02 but less than 0.04 will be considered an unexcused absence subject to City disciplinary procedures. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy and a violation of the requirements set forth in 49 CFR Part 654 for safety-sensitive employees.

#### **Section 12.08 Alcohol Use Penalties**

- A. Any employee who has a positive alcohol test shall be recommended for termination of employment pending due process.
- B. Refusal to take any of the tests in this policy will be treated as a positive test result and result in a recommendation of termination of employment pending due process.

#### **Section 12.09 Additional Employee Responsibilities**

- A. Employees who may be taking either prescription medication or “over the counter” medication which may impair their normal reaction time, distance judgment or reasoning ability must inform their supervisor of the possible impairment upon reporting for work. The employee should only indicate that an impairment might exist and should not share any medical

information with their supervisor. The supervisor will then have the employee work with the Human Resources Office so that the proper medical personnel can determine if any restrictions are needed. If Human Resources determines that restrictions are needed, Human Resources will notify the supervisor of the restrictions and the supervisor is then responsible for assigning duties the employee may safely perform that day or shift. If no suitable work can be assigned, the employee may be relieved from work under sick leave.

- B. Employees who have been unexpectedly recalled for duty after consuming medication or alcohol must inform their supervisor or person responsible for making the recall notice. Supervisors shall not recall employees who have consumed medication or alcohol if such recall would place the employee in jeopardy or in violation of this section. Alternatively, the employee may be tested to insure a .00% blood alcohol content prior to assigning employee to duty.
- C. Employees who fail to inform their supervisor as required above may be held personally liable for any accident, which results in injury and/or property damage and shall be subject to the penalty part of this section.

### **Section 12.10 Supervisor Responsibilities**

Supervisors shall arrange return to home transportation for any employee who reports to work when:

- The employee may be affected by prescription or across the counter medication.
- The employee may be affected or impaired by alcohol consumption. Alcohol testing may be utilized to determine the employee's fitness for work and/or violation of this policy or state law pertaining to driving while intoxicated.

### **Section 12.11 Employee and Supervisor Training**

- A. All employees whose positions require a CDL or who operate vehicles or heavy equipment weighing 26,001 pounds or greater must receive, on an annual basis, information on signs and symptoms of drug and alcohol abuse, including the effects and consequences of drug use on personal health, safety; and
- B. All supervisory personnel must receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse at least every 24 months.



## **Chapter 13. Disciplinary Procedures**

### **Section 13.01 Summary**

One of the primary objectives of supervision is to ensure prompt, efficient and courteous service to the public. To meet this goal supervisors are responsible for training, assisting, motivating, directing and correcting behavior of staff. In any organization it is essential that certain standards of personal conduct and work performance be maintained. Most people prefer to work in an orderly environment and will readily conform to reasonable rules of conduct and standards of performance as long as they understand what is expected of them. Supervisors are responsible for informing their subordinates of management's expectations. Where problems with employee behavior or performance arise, a supervisor should seek to correct the problem with the least amount of disruption to the work environment. Discipline is a means to correct employee behavior and performance. This information addresses both progressive discipline and summary discharge.

### **Section 13.02 Grounds for Discipline**

- A. Violation of any of the provisions of the policies and procedures set forth in this Manual is a basis for disciplinary action.
- B. In addition, the following are declared to be grounds for disciplinary action including; demotion, suspension, or termination of any employee:
- Conviction of a felony
  - Acts of incompetence
  - Absence without leave
  - Acts of insubordination
  - Intentional failure or refusal to carry out instructions
  - Misappropriation, destruction, theft, or conversion of City property
  - Employee subsequently becomes physically or mentally unfit for the performance of his/her duties
  - Acts of misconduct while on duty
  - Habitual tardiness and/or absenteeism
  - Falsification of any information required by the City.
  - Failure to properly report accidents or personal injuries while on duty or operating City Property.
  - Neglect or carelessness resulting in damage to City property or equipment
  - Repeated convictions during employment of misdemeanor and/or traffic charges
  - Possession or misuse of non-prescription controlled substances.
  - Failure of a drug or alcohol test.
  - Loss of license or qualification for position
  - Discourtesy to a customer, provider, or the general public resulting in a complaint or loss of good will.
  - Accepting money or favors or gifts for personal gain for work done as a City employee;

- Off-duty conduct of such major import that the employee is unable to fulfill job responsibilities.
- Off-duty misconduct of such significance that there is an adverse effect upon the City

### **Section 13.03 Authority to Impose Discipline**

The City Manager and / or Department Directors shall have the authority to impose oral and written warnings pursuant to Section 13.04. The City Manager on his / her own, or upon a recommendation from a Department Director, shall have the authority to suspend an employee without pay, place an employee on probation, or terminate employment.

Notwithstanding the above, only the Board of Trustees shall have authority to remove Department Directors, or any other employee whose removal is subject to provisions of Municipal Code.

### **Section 13.04 Progressive Discipline**

- A. Progressive discipline is utilized for employees who are not in a probationary period, and may include oral warning, written warning, suspension, and ultimately discharge.
- B. The goals of progressive discipline are to: inform the employee of inadequacies in performance or instances of improper behavior; clarify what constitutes satisfactory performance or behavior; instruct the employee on what action must be taken to correct the performance or behavior problem; and inform the employee of what action will be taken in the future if the expectations are not met.
- C. There are several levels of disciplinary action, each progressively more serious, which may be used to correct employee performance and behavior. While it is desirable to follow progressive discipline, the City is not required to follow such progression and may impose such discipline as may be deemed appropriate.
- D. In general, disciplinary actions that result in oral and written warnings will “reset” after a period not to exceed two years, if the employee has not received subsequent disciplinary actions.
- E. **Oral Warning.** An employee may be issued an oral warning for a performance or behavior problem. Oral warnings are typically issued during a private conference between the supervisor and the employee where the supervisor explains the problem and what the employee must do to return to satisfactory status. Supervisory notes to the file are permissible and, in most cases, appropriate. The employee should be informed that the conference is being conducted for the purpose of issuing an oral warning. This ensures that the employee is aware that disciplinary action is taking place.
- F. **Written Warning.** Employees may be issued a written warning as a letter or memo which contains the following information: a description of the specific problem or offense; the most recent incident and when it occurred; previous actions taken to correct the problem (if applicable); expectations and acceptable standards of performance; and warning that further unsatisfactory behavior or performance may result in further disciplinary action. Typically, the written warning is issued and

discussed with the employee in private conference with the supervisor. A copy of the written warning should be given to the employee and a copy placed in the employee's official personnel record. The written warning may also specify a review period, if appropriate, in which the employee's behavior or performance will be reviewed. If prior oral warnings have been given on the same subject these should be noted in the written warning.

- G. **Suspension.** Non-exempt employees may be suspended without pay for incidents which are serious enough to warrant summary suspension, or after less severe disciplinary actions have been taken. The duration of the suspension should be commensurate with the offense. Typically, the employee is informed of the suspension in private conference with his/her supervisor. The employee is given a letter detailing the basis for the action which specifies: the length of the suspension (beginning and ending dates); a description of the specific problem or offense; the most recent incident and when it occurred; previous actions taken to correct the problem, if applicable; expectations and acceptable standards of performance; and a warning that further unsatisfactory behavior or performance may result in further disciplinary action, up to and including discharge. The suspension letter may also specify a review period, if appropriate, in which the employee's behavior or performance will be reviewed.
- H. **Discharge.** Employees may be discharged for incidents which are serious enough to warrant summary discharge, or after less severe disciplinary actions have been taken. It is advisable to discharge an employee in private conference with his/her supervisor and other appropriate levels of supervision. During this conference the employee is usually given a letter or a memorandum clearly stating the effective date of discharge. When allegations are serious enough to merit summary discharge, the employee should be suspended pending investigation. This suspension is for the purpose of investigating the problem and conferring with appropriate officials regarding the decision to discharge and should be so communicated to the employee.

### **Section 13.05 Absenteeism and Tardiness**

- A. Regular attendance at work is required for all employees. Employees are expected to be punctual. Continued tardiness will not be tolerated and may result in disciplinary action up to and including discharge.
- B. If it becomes necessary for the employee to be absent, it is the employee's responsibility to notify their supervisor no later than one (1) hour from the start of their normal work period. An employee's failure to provide a reason and/or to report their absence will result in the absence being recorded as "unexcused." Upon returning to work from an unexcused absence, the employee must report to their supervisor and disclose the reason for their absence. If the department head accepts the reason as valid, the absence will be treated as excused; however, if the reason is not accepted the absence will remain "unexcused" and the employee will be disciplined in accordance with City rules. The following sets forth the disciplinary action which will be taken:
- First Unexcused Absence: Verbal Warning

- Second Unexcused Absence: Written Warning
  - Third Unexcused Absence: Three (3) day suspension without pay
  - Fourth Unexcused Absence: Termination of Employment
- C. Following an employee's second failure to call in for three consecutive days to report his/her absence and/or request that the absence be recorded as excused, they shall be deemed to have voluntarily terminated their employment with the City, unless the employee provides evidence of just cause or an emergency situation.

### **Section 13.06 Grievance Procedure**

- A. Unless otherwise provided by law or written work agreement, the following procedure shall apply:
- B. General Policy. If an employee has a problem in the workplace or with regard to application of any provision of this Manual or related personnel policy, the employee shall raise such issue or grievance in a timely manner to the supervisor. Formal procedure and written complaints are not necessary or necessarily intended, and informal resolution of workplace problems is encouraged.
- C. In the event the employee feels the problem is unresolved at the supervisor level, the employee may address the problem first with the Department Director (if different from the supervisor) and, in the event the employee feels the issue remains unresolved, with the City Manager. Grievances that are heard by the City Manager must be submitted in written form.
- D. Grievances must be filed in a timely manner, generally not to exceed ten (10) business days following the date the employee became aware of the facts giving rise to the grievance. The decision of the City Manager shall be forwarded to the employee in written form within ten (10) business days following the hearing of the grievance.
- E. An employee who feels their grievance has not been adequately resolved by the City Manager may petition the Board of Trustees for a hearing. The Board may consider such hearing but have shall no obligation to act on same. In the event the Board does consider an employee grievance, a decision shall be rendered in writing no later than thirty (30) days following the date of the Board of Trustees hearing.
- F. Unless otherwise provided by law or written work agreement, the following definitions / policies and procedures shall also apply.
- i. Grievance defined. A grievance is defined as any unresolved difference between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Personnel Manual, or personnel policies and procedures that have been implemented under the authority of this Manual.
  - ii. Subject Matter. Only one (1) subject matter shall be covered in any one (1) grievance. A grievance shall contain a statement of the grievant's position, the Article and Section of

the Agreement allegedly violated, the date of the alleged violation, the relief sought and the signature of the grieving employee(s) and the date.

- iii. Time Limitations. Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. Time limits may be extended by mutual consent.
- iv. Grievance Processing. No employee shall leave his work assignment to investigate, file or process grievances without first making mutual arrangements with his supervisor and such mutual arrangements shall not be denied unreasonably. In the event of a grievance, the employee shall always perform his assigned task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety.
- v. Grievance Meetings. A maximum of two (2) employees (the grievant and/or Union Representative, if applicable) per work shift shall be excused from work with pay to participate in a grievance meeting. The employee(s) shall only be excused for time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee will first perform his assigned work task and file his grievance later.

### **Section 13.07 Discipline of Law Enforcement Officers (Pursuant to §590.502, RSMo)**

- A. Whenever a law enforcement officer ("Officer") is under administrative investigation or is subjected to administrative questioning that the officer reasonably believes could lead to disciplinary action, demotion, dismissal, transfer, or placement on a status that could leave to economic loss, the investigation or questioning shall be conducted under the following conditions:
  - Complainant (including employees of the City or employees in the Police Department) must file a written statement outlining the complaint, including personal identifying information of complainant (all personal identifying information shall be held confidential by the City).
  - Officer shall receive written notice (the "Notice") of the existence and nature of the alleged violation and the individuals who will be conducting the investigation.
  - Officer receives the Notice and copy of the complaint, at least 24 hours prior to any interview.
  - Prior to the interview, the investigator shall advise the Officer of the Garrity Rule (the Officer is being ordered to answer questions under threat of disciplinary action and that the Officer's answers to the questions will not be used against the Officer in criminal proceedings).
  - Prior to the interview, the Officer and his/her attorney shall have the opportunity to review the complaint.
- B. Interview of the Officer. Interviews shall be conducted for a reasonable length of time and only while the Officer is on duty.
- C. Interviews shall be conducted at a secure location.

- D. Officer shall be questioned by up to 2 investigators and be informed of the name, rank and command of the investigator(s) conducting the investigation(s).
- E. Officer shall not be threatened, harassed, or promised rewards to induce them into answering questions.
- F. Officer under investigation is entitled to have an attorney or authorized representative present during any questioning.
- G. The City will complete the investigation and render a disciplinary decision within 90 days from receipt of the complaint.
- H. Upon completion of the investigation, a copy of the entire record shall be provided to the Officer within 5 business days of the Officer's written request; and
- I. All records compiled as a result of the investigation shall be held confidential and not subject to disclosure under the Missouri Sunshine Law (except for lawful subpoena or court order).
- J. Disciplinary Appeal Hearing: Officers who are suspended without pay, demoted, terminated, transferred, or placed on a status resulting in economic loss shall be entitled to full due process hearing. The components of the hearing include:
  - Right to be represented by an attorney or other person of their choice.
  - Seven (7) days' notice of the hearing date and time.
  - An opportunity to review the record, at least 7 days in advance of the hearing.
  - Right to refuse to testify at the hearing if Officer is concurrently facing criminal charges in connection with the same incident.
- K. A complete record of the hearing shall be kept by the City and a copy provided to the Officer upon written request.
- L. Entire record of the hearing shall remain confidential and not subject to disclosure under the Missouri Sunshine Law.
- M. Any decision, order or action taken following the hearing shall be in writing and accompanied by findings of fact.
- N. A copy of the decision along with the findings of fact, written action and right of appeal shall be delivered or mailed to the Officer promptly after the decision is made.
- O. Officers shall have the opportunity to provide written responses to any adverse materials placed in their personnel file.
- P. Officers have the right to compensation for any economic loss incurred during an investigation if the

Officer is found to have committed no misconduct.

- Q. Civil Claims Against Officer. City shall defend and indemnify Officer from and against civil claims made against them if the conduct arose in the course and scope of the Officer's obligations and duties as a law enforcement officer – this includes any actions taken off-duty; and
- R. If convicted, or Officer pleads guilty to criminal charges, then City is not obligated to defend and indemnify the Officer in any related civil claims.

## **Chapter 14. Employee Separations**

### **Section 14.01 Types of Separations**

All separations of employees are designated as one of the following types:

- A. Resignation;
- B. Retirement;
- C. Involuntary Termination;
- D. Disability; or
- E. Death.

### **Section 14.02 Resignation**

- A. An employee who intends to resign must notify his or her Supervisor, in writing, of the date on which he or she wishes resignation to be effective. This notification should be given at least ten (10) working days prior to the employee's last day of employment. The Department Director is responsible for notifying the City Manager within twenty-four (24) hours.
- B. An employee may leave City service in good standing by submitting his or her written resignation in the prescribed manner, giving ten (10) working days' notice to the employee's departmental Supervisor and the Human Resources Department. The Department Director may waive any portion of the notice period. An employee resigning without the required notice shall be ineligible for reinstatement unless the notice provision provided herein is waived.
- C. The written notice shall include, but is not limited to, the following:
  - i. Date of letter;
  - ii. Last day of employment;
  - iii. Forwarding address; and
  - iv. Signature of the employee.

### **Section 14.03 Retirement**

Where practical, employees shall give the Human Resources Department written notice of their intent to retire at least forty-five (45) days prior to the proposed date of retirement.

### **Section 14.04 Involuntary Termination**

- A. Unless otherwise provided by contract, work agreement or other provisions, all employees are employed at will and may be terminated involuntarily with or without cause at any time during their employment.
- B. In the case of involuntary termination, the employee will generally receive a final paycheck upon notice of termination.
- C. Whenever possible, prior to termination, the Employee will be given a written notice of the City's intent to terminate the employee's services setting forth in a general manner the basis for the termination and that the Employee may request a hearing. Whenever feasible, and if the Employee



requests it, prior to termination, the employee will be entitled to a hearing with the City Manager and department director to determine if termination should be recommended to the Board of Trustees. Such hearings will not be governed by formal rules of evidence, but the employee will have the right to be heard and to hear the evidence against him or her. If a hearing is not possible prior to termination, the employee may, within 3 business days, request a hearing at which the termination may be reconsidered.

#### **Section 14.05 Disability**

In cases of long-term disability where an employee is unable to return to work for a period of time which would cause an undue hardship to the City to hold the position open, and if no position is available which the employee could perform, the employee will be separated from employment with the City.

#### **Section 14.06 Death**

If a City employee dies, his or her estate receives all pay due and any earned and payable benefits as of the date of death. If probate is not opened, the legal heirs may apply for payment and shall be requested to provide proper documentation and identification and execute all documents deemed necessary by the City to receive payment of any earned and payable benefits or wages.

#### **Section 14.07 Return of City Property**

All records, property, uniforms or other instruments belonging to the City in the possession of the separated employee shall be returned before final payment will be made. In the event such items are not returned to the City prior to the issuance of final payment, as a condition of employment with the City, the employee agrees that such amounts may be deducted from any final payment due such employee.

#### **Section 14.08 Calculation of Separation Pay**

- A. Upon separation from City employment, a full-time employee will be paid for accrued unused vacation leave and unused compensatory time.
- B. Unused personal leave and sick leave will be canceled upon separation of employment with the City.
- C. Accrued sick leave and unused personal leave shall not be paid to any City employee upon separation from employment with the City.
- D. Employees separating other than by involuntary termination will receive their final paycheck on the next regularly scheduled payday following his or her last day of employment. This final check will be by paycheck rather than direct deposit which will be hand delivered or mailed to the employee's last known address rather than by direct deposit.

#### **Section 14.09 Continuation of Group Insurance**

The Federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA) provides individuals with the option of continuing group health insurance coverage, under specified conditions and at the individual's full expense, beyond the date which the insurance would otherwise terminate. Upon separation from the City, information regarding continuation of group benefits will be sent to each covered employee and family members. Specific time periods must be met, and full premiums must be paid in a timely manner by the employee or the applicable spouse or child.

## **Chapter 15. Acknowledgement of Receipt of Village of Sunrise Beach Employee Handbook**

I acknowledge that I have received a copy of the Village of Sunrise Beach Employee Handbook (“Handbook”). I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as other policies and procedures of the City.

I also understand that the purpose of this Handbook is to inform me of the City’s policies and procedures, and it is not a contract of employment. Nothing in this Handbook provides any entitlement to me or to any City employee. I also understand that the City and/or Board of Trustees has the right to change any provision of this Handbook at any time and that I will be bound by any such changes.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Please print your full name*

Please sign and date one copy of this notice and return it to the City Manager. Retain a second copy for your reference.

**AN ORDINANCE AMENDING ORDINANCE 2015-16 OF THE VILLAGE OF SUNRISE BEACH, MISSOURI, ESTABLISHING REGULATIONS FOR THE CONTROL AND CARE OF ANIMALS IN THE VILLAGE OF SUNRISE BEACH**

**WHEREAS**, Ordinance 2015-16 of the Village of Sunrise Beach established certain provisions for the control and care of animals in the Village of Sunrise Beach; and

**WHEREAS**, the Board of Trustees desires to amend Ordinance 2015-16 to provide for certain rules and regulations relating to animals running at large in the Village of Sunrise Beach, as authorized under RSMo. 80.170;

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF SUNRISE BEACH, MISSOURI, AS FOLLOWS:**

SECTION ONE. Ordinance 2015-16 of the Village of Sunrise Beach is hereby amended to read as follows:

- A. **ANIMALS RUNNING AT-LARGE PROHIBITED.** No person shall allow an animal to run at large in the Village of Sunrise Beach, Missouri, unless confined to the property of the owner by a fence, electronic fence or device which prevents the animal from leaving the property of the animal owner, or as may be otherwise authorized by the provisions of this ordinance. Any Health Official, Animal Control Officer, or law enforcement officer is authorized to capture and impound any animal that may be found running or being at large in the Village of Sunrise Beach, Missouri.
- B. Every person who owns or possesses any animal shall attend to the needs of such animal by providing wholesome food, clean water, shelter and health care as necessary to maintain the animal's good health, and shall not allow animal to exist in an unhealthy or unsafe environment or in extreme temperature circumstances that may cause harm or death to the animal. Any Animal Control Officer, law enforcement officer, or Health Officer may enter a residence or vehicle in the event an animal is in danger of imminent injury or death.
- C. No person shall abandon an animal in the Village of Sunrise Beach, Missouri. If found guilty of animal abandonment, said person shall be levied a fine of \$500.00 for each abandoned animal. Abandoned animals may be placed for adoption.
- D. Every person who owns or possesses any animal shall take all reasonable and necessary steps and precautions to protect other people, property, and animals from injuries or damage which might result from their animal's behavior regardless of whether such behavior is motivated by mischievousness, playfulness, or ferocity. Owner may be held financially responsible for any and all damages or injury to person and property.

E. **DOGS, IN GENERAL.** It shall be unlawful for any dog to be unconfined or unrestrained. No person who owns or possesses an animal shall permit such animal to be unconfined or unrestricted, unless such animal is on real estate owned or lawfully possessed by another person that has expressly consented to the presence of such dog; or such dog is in a motor vehicle being driven or parked upon a public road (provided animal is protected from temperature extremes), or such dog is engaged with its owner or possessor in hunting or trailing, or such dog is under immediate control of its owner or possessor by means of a leash, electronic collar or device or trained command. The provisions of this section are not intended, nor shall be construed to abrogate or modify any other provision of law pertaining to trespass or the rights and privileges pertaining to ownership or possession of real or personal property.

- a. The owner or possessor of a female dog in heat or estrus shall confine the animal within a building or secure enclosure, or otherwise handle such dog in a manner that it is not accessible to other dogs, except for planned breeding.
- b. No person who owns or possesses a dog shall permit such dog to bite or attack a human being or domesticated animal except use by law enforcement police dogs, or dogs in defense training involving a person properly prepared as an attack target, or dogs lawfully defending persons or property. Owner shall be financially responsible for any injuries due to bites or attacks.

F. **IMPOUNDMENT, GENERAL.** Any animal owned, possessed or otherwise found to be in violation of this Ordinance or other provision of State law may be impounded and placed in an animal shelter by a health official, an animal control officer or a law enforcement officer.

G. **DOG AND CAT IMPOUNDMENT FOR OBSERVATION.** Any dog or cat without proof of current rabies vaccination which bites or otherwise injures any human being shall be impounded for observation and be securely confined by an animal control officer or law enforcement officer at an animal shelter or by a licensed veterinarian of the owner's / possessor's choice for a period of ten (10) days after the reported bite or injury for observation for symptoms or manifestation of rabies at owner's full expense.

- a. Dogs or cats with proof of current rabies vaccination which bites or injures a human being may be quarantined at the owner's home for ten (10) days after the incident at the discretion and approval of the Animal Control Officer. Animal Control Officer retains right to monitor status of quarantined animal on minimum of daily basis. If found to be noncompliant with quarantine requirements, animal will be seized and taken to licensed veterinarian's office or animal shelter for remainder of quarantine at full expense of owner.
- b. If such dog or cat exhibits symptoms or manifestation of being infected with rabies, in the opinion of a licensed veterinarian, Animal Control Officer, or Health Director; then such dog or cat shall be humanely euthanized and head of animal submitted for rabies testing through MO State Public Health Laboratory.

- c. If dog or cat exhibits no symptoms or manifestations of rabies after required observation period, then such animal shall be returned to its owner/possessor, if known. Otherwise it shall be vaccinated against rabies and put up for adoption.

SECTION TWO. This ordinance shall be in full force and effect from and after the date of its passage and approval.

SECTION THREE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

PASSED BY THE BOARD OF TRUSTEES THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

First Reading Date: \_\_\_\_\_

Second Reading Date: \_\_\_\_\_

Roll Call Vote: Yeas: \_\_\_\_\_

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

APPROVED BY THE BOARD OF TRUSTEES THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Susan Schneider, Chair

Attest:

\_\_\_\_\_  
City Clerk

**Resolution No. 2023-08**

**A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES TO ENTER INTO AN ANNEXATION AGREEMENT WITH CO-MO ELECTRIC COOPERATIVE**

**WHEREAS**, the Village of Sunrise Beach (“Village”) has received a request from Co-Mo Electric Cooperative (“Co-Mo”) relating to provision of water and sanitary sewer utility services to the Co-Mo site at 17698 N Highway 5; and

**WHEREAS**, the Village is agreeable to such request, provided that Co-Mo agrees to voluntarily annex into the Village, and provide other considerations as contained in the attached Annexation Agreement;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Trustees of the Village of Sunrise Beach, as follows:

1. The Chairman of the Board of Trustees is hereby authorized to execute an annexation agreement with Co-Mo Electric Cooperative, substantially in the form of the attached Exhibit A, which specifies terms and conditions for the Village provision of water and sanitary sewer services to the Co-Mo site at 17698 N. Highway 5.
2. This approval is conditioned upon the City Attorney reviewing and approving the final agreement as to form.

**BE IT FURTHER RESOLVED** that the City Clerk and all other staff members are hereby authorized to take such other action as may be necessary to carry out the purposes of this Resolution.

Passed this 11<sup>th</sup> Day of December, 2023

\_\_\_\_\_  
**Susan Schneider, Chairman**

**Attest**

\_\_\_\_\_  
**City Clerk**

## ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this “**Agreement**”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (the “**Effective Date**”), by and between the **VILLAGE OF SUNRISE BEACH, MISSOURI**, a political subdivision of the State of Missouri (the “**Village**”), and **CO-MO ELECTRIC COOPERATIVE**, a Cooperative formed under Chapter 394 RSMo. (the “**Company**” or “**CoMo**”).

### RECITALS

**WHEREAS**, the Company desires to upgrade its current facility at 17698 N Highway 5, just outside Sunrise Beach (the “**Site**”) by adding public water and sewer and by upgrading its access road (the “**Project**”); and

**WHEREAS**, the development of the Site for the Project will be beneficial to the Village through the generation of additional tax revenue and the possibility of additional development occurring in the vicinity of the Site, and will enhance the quality of life in the Village by providing additional jobs for residents; and

**WHEREAS**, the execution, delivery and performance of this Agreement on the part of the Village has been authorized and approved by Resolution No. \_\_\_\_\_, adopted by the Village’s Board of Trustees (the “**Board of Trustees**”) on \_\_\_\_\_, 2023.

**NOW, THEREFORE**, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Village to Provide Utility Service.**

- a) The Village agrees to extend water and sewer service to the property at no cost to CoMo.
- b) CoMo agrees to pay regular water and sewer user charges upon connection of the service.
- c) Village to waive any water and sewer impact fees, connection fees or other fees associated with the connection.

2. **Company Obligations:**

- a) CoMo agrees to voluntarily annex into the Village of Sunrise Beach. The Village will assist with completing the necessary paperwork. CoMo agrees to file the necessary paperwork within forty-five (45) days of notice from the Village that the CoMo property is contiguous and compact to the Village corporate limits. This provision shall survive any future termination of this Agreement.



b) CoMo Connect to forgive any costs associated with establishment of electric service necessary for the extension of water and sewer service to the facility. CoMo Connect further agrees forgive any charges or fees associated with the City's establishment of electrical transformers to serve Village pump stations at the following locations:

- Indian Hills Lift Station
- Cliff Drive Lift Station
- Eddie Road Lift Station
- Camden Pass Lift Station

3. **Missouri Highway 5 widening.**

a) The Village agrees to pursue MoDOT grants, cost-share programs and / or other funding options to provide for the widening of Missouri Highway 5 to three lanes (minimum) at the CoMo connect location. The maximum obligation of the Village is capped at 50 percent of the project cost, not to exceed \$250,000. The Village participation in any such MoDOT project is strictly conditioned upon the following:

- (i) CoMo Connect annexation into the Village of Sunrise Beach
- (ii) CoMo Connect providing documentation that the economic impact to the Village from the CoMo Connect project equals at least fifty (50) percent of the Village obligation in the MoDOT project.

4. **Modification.** The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except by written agreement between the parties.

5. **Breach; Compliance.** If any party does not comply with the provisions of this Agreement, in that a party shall do, permit to be done, or fail or omit to do, or fail or omit to have done, anything contrary to or required of it by this Agreement, and if within thirty (30) days after notice of such default by any party, the party shall not have cured such default or commenced such cure and be diligently pursuing the same if such cure would reasonably take longer than said thirty (30) day period, then any party may institute such proceedings as may be necessary in its opinion to cure the default including, but not limited to, proceedings to compel specific performance. If any action is instituted by any party hereunder, the non-prevailing party shall pay all costs, fees and expenses, including reasonable attorneys' fees incurred by the prevailing party in enforcing this Agreement.

The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by a party shall apply to obligations beyond those expressly waived.

6. **Notice.** All notices required by this Agreement shall be in writing and shall be served either by United States certified mail, return receipt requested, postage prepaid or by a nationally recognized overnight delivery service which obtains a receipt for delivery, with cost paid by the sender. Any notice served by certified mail shall be deemed complete on the date of actual or attempted delivery as shown by the certified mail receipt. Service of any such notice by overnight delivery service shall be deemed complete upon the date of actual or attempted delivery as shown on the receipt obtained from such delivery service. Notices shall be addressed as follows:

If to the Village:

Village Administrator  
PO Box 348  
Sunrise Beach, MO 65079

If to the Company:

with a copy to:

Nathan M. Nickolaus  
308 E. High St.  
Jefferson Village, MO 65101

with a copy to:

And

Joseph G. Lauber  
Special Counsel  
250 NE Tudor Rd.  
Lee's Summit, MO 64086

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days written notice thereof.

7. **Validity and Severability.** It is the intention of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable. If this Agreement contains any unlawful provisions not an essential part of this Agreement and which shall not appear to have a controlling or material inducement to the making thereof, such provisions shall be deemed of no effect and shall be deemed

stricken from this Agreement without affecting the binding force of the remainder. In the event any provision of this Agreement is capable of more than one interpretation, one which would render the provision invalid, and one which would render the provision valid, the provision shall be interpreted so as to render it valid.

8. **Time is of the Essence.** Time and exact performance are of the essence of this Agreement.
9. **Choice of Law.** The interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Missouri. Venue for any cause of action arising out of or in connection with this Agreement shall be in Jackson County, Missouri.
10. **Multiple Counterparts.** This Agreement may be executed in multiple counterpart copies, each of which will be considered an original and all of which shall constitute but one and the same instrument, binding on all parties hereto, even though all the parties are not signatory to the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages which together contain the signatures of all parties hereto shall be deemed for all purposes a fully executed original.
11. **Assignment.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective permitted successors and assigns. No party may assign its interest in this Agreement without the written consent of the other party; provided, however, that in the event Company or its successors or assigns conveys fee title to the Real Estate from time to time, this Agreement may be assigned to the grantee in such conveyance so long as the grantee assumes in writing the obligations of Company hereunder first arising or accruing after such assignment, and notice of such assignment and assumption is provided to the Village together with a copy of the assignment and assumption agreement.
12. **Estoppel.** Each party agrees to provide to the other party, upon request from time to time, certification in writing, for the benefit of the requesting party, and its actual or prospective lenders, transferees and other interested third parties (i) that this Agreement is in full force and effect, (ii) that there are no defaults or unperformed obligations hereunder on the part of a party (or if such defaults or unperformed obligations are believed to exist, specifying the nature and extent thereof), (iii) a history of sums paid toward the Village Contribution prior to such certification, and (iv) such other matters as may be reasonably requested to be certified, all in form and content as reasonably requested by the requesting party
13. **Continued Cooperation of Parties.** Each party agrees that, upon the request of the other from time to time, it will provide such other information, documents or instruments and/or undertake such further actions as may be reasonably requested in order to give full force and effect to the intent of the provisions, terms and covenants of this Agreement or in order to allow, subject to applicable law, for confirmation that the Village Contribution has been properly computed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed pursuant to due authority as of the Effective Date.

**VILLAGE OF SUNRISE BEACH, MISSOURI**

By: \_\_\_\_\_  
Susan Schneider, Chairman

**ATTEST:**

\_\_\_\_\_

Village Clerk

Approved as to form:

\_\_\_\_\_  
Village Attorney

**Co-Mo Electric Cooperative**

**By:**

\_\_\_\_\_

**Resolution No. 2023-09**

**A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES TO ENTER INTO AN AGREEMENT WITH SUMMER POINT HOMEOWNER’S ASSOCIATION FOR PROVISION OF WATER AND SANITARY SEWER SERVICES**

**WHEREAS**, the Village of Sunrise Beach (“Village”) has received a request from Summer Point Homeowner’s Association relating to provision of water and sanitary sewer utility services properties within the Summer Point HOA;

**WHEREAS**, the Village is agreeable to such request, subject to certain terms and conditions as contained in the attached Agreement;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Trustees of the Village of Sunrise Beach, as follows:

1. The Chairman of the Board of Trustees is hereby authorized to execute an agreement with Summer Point Homeowner’s Association, substantially in the form of the attached Exhibit A, which specifies terms and conditions for the Village provision of water and sanitary sewer services to Summer Point HOA, located at Summer Point Lane in the Village of Sunrise Beach.
2. This approval is conditioned upon the City Attorney reviewing and approving the final agreement as to form.

**BE IT FURTHER RESOLVED** that the City Clerk and all other staff members are hereby authorized to take such other action as may be necessary to carry out the purposes of this Resolution.

Passed this 11<sup>th</sup> Day of December, 2023

\_\_\_\_\_  
**Susan Schneider, Chairman**

**Attest**

\_\_\_\_\_  
**City Clerk**

## **AGREEMENT**

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Village of Sunrise Beach, a municipal corporation; and Summer Point Homeowners Association, a Missouri not-for-profit corporation.

### **RECITALS**

WHEREAS, the Village of Sunrise Beach (“Village”) operates a public drinking water and wastewater collection and treatment system, providing water and sanitary sewer services to customers within its corporate boundaries; and

WHEREAS, Summer Point Homeowners Association (“Summer Point”) is located on Summer Point Lane in the Village of Sunrise Beach, and has petitioned the Village for extension of water and sanitary sewer service to the HOA (“the Project”); and

WHEREAS, the Village has funding that may be available for the Project through a program funded in part by a grant through the Missouri Department of Natural Resources (MDNR); and

WHEREAS, the Village and Summer Point desire to enter into an agreement specifying terms and conditions for the Project, contingent upon funding approval through MDNR;

NOW, THEREFORE, BE IT AGREED, as follows:

1. **PROJECT FUNDING, CONTINGENCY.** The Village and Summer Point agree and understand that funding for the Project shall be provided, in part, through funding from the MDNR State Revolving Fund Grant and Direct Loan program, and that the Project as hereinafter provided is contingent upon the Village receiving the necessary approvals from MDNR. In the event that the Project is not approved for funding by MDNR, the Village shall have no further obligation to proceed with the Project.
  
2. **SANITARY SEWER EXTENSION.** The Village agrees to extend Sanitary Sewer service to Summer Point, said service to connect to the Summer Point system at a point near the existing Summer Point treatment plant, as shown on the attached Exhibit A. The Sanitary Sewer connection shall consist of a tap of the existing Summer Point sewer main.
  
3. **GRINDER PUMP IMPROVEMENTS.** The Village agrees to provide for the replacement of sewage grinder pumps at four individual locations serving Summer Point residences. Grinder pumps shall be in conformance with City specifications and shall be owned and maintained by the City upon completion of the improvements. The Village shall also accept ownership and maintenance of three other existing grinder pumps which serve Summer Point residences.
  - a. **EASEMENT REQUIREMENT.** Village improvement and acceptance of the sewage grinder pumps and facilities is strictly conditioned upon the Village receiving the

easements necessary from private property owners to access and maintain the facilities. Such easements shall be provided at no cost to the Village. The Village shall accept all costs of preparing and recording necessary easements. In the event that easements are not provided, the Village accepts no responsibility for improving or maintaining those sewage grinder pumps and facilities where easements are not provided.

4. **WATER SERVICE EXTENSION.** The Village agrees to extend Public Drinking Water service to Summer Point, said service to connect to the Summer Point system at a point near the existing Summer Point water distribution system, as shown on the attached Exhibit A. The water service connection shall consist of a tap of the existing water distribution main, installation of a water meter at or near the water service connection point and installation of one fire hydrant at a location to be determined by mutual agreement between Village and Summer Point.
5. **EASEMENT REQUIREMENT, WATER AND SANITARY SEWER EXTENSIONS.** The Village extension of water and sanitary sewer services as provided in Paragraphs 2, 3 and 4 will require easements from Summer Point at and near the point of service connections. Summer Point shall provide such easements at no cost to the Village. The Village shall accept all costs of preparing and recording the necessary easements.
6. **VILLAGE RESPONSIBILITY.** The Village shall be responsible for all costs of extension of services as provided for in Paragraphs 2, 3 and 4 and shall own, operate and maintain the facilities upon completion, subject to the easement requirements in Section 4.A. The Village ownership and maintenance of the water system shall include that part of the Village water main up to and including the water meter, but shall not include the Summer Point water system behind the meter. Village shall provide services in a timely fashion and without unnecessary delays, but in no event later than June 30, 2024.
7. **SUMMER POINT RESPONSIBILITY.** Summer Point agrees and understands that responsibility for the existing Summer Point wastewater treatment plant and drinking water system shall remain the sole responsibility of Summer Point, and that the Village accepts no ownership or maintenance responsibility of the treatment plant or water system behind the Village's water meter, including those water service lines and mains which service individual residential units. The parties agree and acknowledge that the Summer Point responsibility includes, though not necessarily is limited to, the following:
  - a. Wastewater treatment plant
  - b. Drinking water well and pumps
  - c. Drinking water distribution system (behind the Village water meter)
  - d. Drinking water connections to residential units, including individual building service lines.

8. SERVICE TO 349 CAMDEN PASS. Village and Summer Point agree and understand that the Summer Point system includes service to the 349 Camden Pass property, Camden County Parcel No. 002+02-7.0-36.0-000.0-011-013.000, which is not part of Summer Point HOA. Village and Summer Point agree that the 349 Camden Pass property shall be considered part of the Summer Point system for purposes of this agreement and shall receive water and sanitary sewer services as provided for in this agreement.
9. DECOMMISSIONING OF EXISTING SUMMER POINT FACILITIES. Summer Point may, at its sole option, decommission the existing wastewater treatment plant, at its sole cost and expense. Summer Point may, at its sole option, take the existing water well, pumps and appurtenances out of service, at its sole cost and expense. Summer Point may also, at its sole cost and expense, maintain the existing water well for purposes of irrigation, fire hydrants or other non-potable water purposes. In the event the treatment plant is decommissioned, the Village and Summer Point may enter into a separate written agreement for Village acceptance of remaining sewage at the plant.
10. CROSS-CONNECTION PROHIBITED. In the event that Summer Point opts to maintain the existing water well for purposes of irrigation, fire hydrants or other non-potable uses, Summer Point agrees and understands that cross connection of the Summer Point water system with the Village water system is a violation of Village ordinance and is strictly prohibited. The Village reserves the right to take whatever actions may be necessary to assure compliance with this provision.
11. CUSTOMER RATES AND CHARGES. It is the intent of this agreement that the water and sanitary sewer charges assessed to Summer Point shall be substantially the same as charged to other residential customers of the Village, and that the usage allowance of four thousand (4,000) gallons currently in place for Village customers also be applied to the rate methodology for this agreement. In the event that the Board of Trustees adopts new residential rates and charges, including any amendment to the usage allowance, the new rates and charges and rate methodology will automatically go into effect for this agreement.
12. BILLING METHODOLOGY AND PAYMENT. The Village and Summer Point agree that once the Village services are established, Summer Point shall be billed for services as follows:
  - a. Village shall issue water bills on a monthly basis, payable by Summer Point, which bill shall be calculated as follows:
    - i. Number of residential units (13) MULTIPLIED BY the base drinking water customer charge as adopted by the Village Board of Trustees (\$46.89 as of the date of this agreement) PLUS a volume charge for all water used in excess of fifty-two thousand (52,000) gallons, or fraction thereof, said volume charge being the same volume charge then in effect as adopted



by the Village Board of Trustees (\$10.50 per thousand gallons as of the date of this agreement).

1. EXAMPLE: A water bill for metered usage of 60,000 gallons shall be calculated as follows:
  - a. 13 units X \$46.89 = \$609.57
  - b. PLUS 8,000 gallons X \$10.50 per thousand gallons = \$84.00
  - c. Grand total: \$693.57
- b. Village shall issue sanitary sewer bills on a monthly basis, payable by Summer Point, which bill shall be calculated as follows:
  - i. Number of residential units (13) MULTIPLIED BY the base drinking water customer charge as adopted by the Village Board of Trustees (\$44.00 as of the date of this agreement) PLUS a volume charge for all water used in excess of fifty-two thousand (52,000) gallons, or fraction thereof, said volume charge being the same volume charge then in effect as adopted by the Village Board of Trustees (\$11.00 per thousand gallons as of the date of this agreement).
    1. EXAMPLE: A sanitary bill for metered water usage of 60,000 gallons shall be calculated as follows:
      - a. 13 units X \$44.00 = \$572.00
      - b. PLUS 8,000 gallons X \$11.00 per thousand gallons = \$88.00
      - c. Grand total: \$660.00
- c. The Village and Summer Point agree and understand that billing will be based on 13 residential units, regardless of the number of units that are occupied, or which have service at any point in time. The Village and Summer Point further agree that the 13 residential units include the 12 units that are currently part of Summer Point HOA, and the 349 Camden Pass unit which has service through Summer Point.
- d. ELECTRIC SERVICE CREDIT. The Village will issue a monthly credit equal to four dollars (\$4.00) for each residence which pays an electric bill that includes a shared grinder pump service. The Village and Summer Point agree there are seven (7) such residences which currently pay such electric bill. The credit will appear on the regular monthly billing. Summer Point shall determine how to allocate the credit to its residents at its sole discretion.
- e. NON-PAYMENT. The Village and Summer Point agree and understand that a penalty of five percent of the outstanding balance due shall be assessed for any late payment. The Village and Summer Point further agree and understand that the Village may shut off water service for non-payment; may assess liens against Summer Point property and / or those properties that are party to the Summer Point HOA; and may seek other remedies as may be available.

13. NO ADDITIONAL CONNECTION. The Village and Summer Point agree and understand that this agreement is limited to provision of water and wastewater services to Summer Point subdivision only (13 residential units), and Summer Point shall permit no additional connections to the Summer Point system, without the written consent of the Village. Notwithstanding the above, the Village may, at its sole cost and expense, and in its sole discretion, extend water and sanitary sewer services to other parties or locations that are outside the scope of this agreement.

14. ADDITIONAL TERMS AND CONDITIONS PER THE CITY ATTORNEY



Village of Sunrise Beach, MO PO Box 348 • Sunrise Beach, Missouri 65079 • PH (573)374-8782 •  
[www.sunrisebeachmo.gov](http://www.sunrisebeachmo.gov)

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**December 7, 2023**

**TO: Chairman Schneider and the Board of Trustees**  
**RE: City Manager report, December 11, 2023**

Hello everyone,

Please note the following with respect to the December 11 meeting.

1. Bill 23-W, Personnel Policy. This ordinance adopts a new Personnel Manual for the Village of Sunrise Beach. The manual was based on a model policy that was developed by Lauber Municipal Law and which I used in a previous City. Much of the manual is “boilerplate” and is designed to assure City compliance with various federal, state and local employment laws. The employee leave provisions (Chapter 6) and employee benefits section (Chapter 7) are for the most part at the discretion of the City. The other chapters are generally either best practices, or are required as provisions of law. The City Attorney can speak to these issues in more detail at the meeting if desired. Assuming Board approval, my position would oversee all HR functions, with the City Clerk handling most of the administrative and record-keeping tasks.

The following is a basic summary of the key provisions, especially those that are at the discretion of the City.

#### Leave policies

- Three personal days per year, awarded upon policy adoption.
- Two weeks vacation in Year 1, accruing per pay period. Can't take vacation or personal leave in first three months.
- Five days sick leave per year, accruing per pay period.
- Thirteen paid holidays. Truman Day and the day after Christmas is removed from the current schedule. We would then observe all federal holidays plus Christmas Eve and the Friday after Thanksgiving. I think this is very reasonable.
- Two days bereavement leave.
- Family Medical Leave Act (FMLA). This is a federal law requirement.

#### Other items

- Five years longevity pay increase: \$1,000, awarded at five-year anniversary date.
- Risk Management (Safety) day. This is one personal day awarded if an employee has a clean safety record. Reviewed annually.
- Call-out pay. Minimum three hours for employees called out for unscheduled work (emergencies) after hours.

I am recommending a first reading only, with the second and final reading scheduled for the January meeting. I have reviewed the Manual with Chief Craig but not with other employees, and would like to schedule an employee meeting to review prior to the January meeting.

2. Bill 23-X, Animal Control ordinance. This ordinance amends our existing Animal Control ordinance to provide for a prohibition on animals running at large. The current ordinance does not provide for this. Chief Craig brought this issue to me recently and upon review we drafted the ordinance based on the Camden County ordinance, which does in fact prohibit animals from running at large. The ordinance then essentially puts the “leash law” into effect at the local level, and gives the Police Department the ability to enforce it. The ordinance also includes provisions relating to the general care of animals, abandonment, impoundment, and rabies. Chief Craig can address further questions at the meeting if desired. This ordinance is scheduled for a first reading only, with the second reading scheduled for the January 8 meeting.
3. Resolution 2023-08, CoMo Connect annexation agreement. This Resolution approves an agreement with CoMo Connect for provision of City water and sanitary sewer services to their location at 17698 N Highway, which is just north of the existing City limits. CoMo is in the process of developing and expanding the site, which will house expanded electric and data crews and equipment when completed. Apart from the need for utility services, CoMo has also pointed to the need for a widened Highway 5 at this location, to better accommodate trucks and equipment entering / exiting the site. I understand this discussion has been going on for quite some time, and well before I was in this position. However I do feel this is a high-value project and would welcome this location into our City. The agreement as drafted provides for the provision of City water and sanitary sewer at no cost to CoMo, in exchange for voluntary annexation and the forgiveness of costs associated with the City’s construction of four new sewer lift stations in the Phase III sewer project. The total cost for these stations is \$99,855. The agreement also provides that the City will work with MoDOT in an effort to widen Highway 5 at the CoMo location; in the event that we enter into an agreement with MoDOT we would need sufficient evidence from CoMo of their economic impact to the City, including sales tax. The total cost to the City is estimated at \$200,000, which includes engineering. The sewer cost, roughly half, or \$100,000, would be covered through the Phase III project, while the water cost would be funded through Water and Sewer and Capital Improvements funding. Please note that the site is not currently contiguous to the City limits and would require voluntary annexations from at least one adjacent property owner to make the CoMo property eligible for annexation.
4. Resolution 2023-09 Summer Point water and sewer agreement. This Resolution approves an agreement with Summer Point Homeowners Association for the extension of water and sanitary sewer service to Summer Point, which includes a total of 13 residences located on Summer Point Lane, plus one additional connection. Water and sewer service is currently provided by a community system owned by Summer Point HOA. The system essentially consists of a drinking water well and distribution system; seven sewage grinder pumps / tanks, and a wastewater treatment facility. Summer Point has petitioned the City for extension of water and sewer, and we have drafted the accompanying agreement for Board consideration. The sewer portion of the project is envisioned as a Change Order to the Phase III sewer program, and would require approval by Missouri Department of Natural Resources. Tony Cobb, Alpha Engineering (formerly Shoreline) has been in contact with MDNR and feels the project likely would be approved.

The basic features of the agreement are as follows:

- Agreement conditioned upon receiving necessary MDNR approval.
- City to upgrade four existing grinder pump stations; City to accept ownership and

maintenance of all stations, subject to receiving necessary easements.

- City water service includes installation of one City meter at the connection point, and installation of one fire hydrant. Responsibility of water system behind the City meter is responsibility of HOA.
- Summer Point to pay monthly water and sewer charges based on same methodology used for all other City customers.

The total cost to the City is estimated at \$130,000, with the sewer portion (\$54K) being paid through the Phase III sewer grant program. The remaining funding (\$76K) would come from Water and Sewer and Capital Improvements. Please note that the City Attorney has not reviewed the form of this agreement, and Board approval would be conditioned upon attorney review approval as to form.

The intent of the agreement is to treat the Summer Point residents the same way we would treat any other resident of the Village. The project would not be possible without the Phase III grant program, and the existing Brulez Trenching contract. So the Summer Point residents are essentially getting the same deal as others in the Phase III project. The extension of water service, in which the City essentially accepts this cost absent any grant program, represents something of a change from prior practice, where water service also was typically funded through grants / loans. If the Board is not comfortable with taking on the water service responsibility we could remove it, and deliver sewer service only. Of course this also would be a departure from the long-standing “water first, then sewer” policy. Ultimately we felt it was better to include the water service now, at City cost.

In general, I feel the City has a responsibility, over time, to deliver water and sewer services to all locations in the City limits. We have done very well through the various phases and have only a few areas left to serve. The agreement with Summer Point represents an opportunity to bring one more location into our system. While the City has up-front capital costs in delivering services, these costs of course will be recovered over time through user charges. In general I feel it should be our goal to expand the water and sewer system to serve all customers possible, of course within budget limits and in a way that is also fair and equitable to existing customers. I do feel the Summer Point agreement as proposed meets these criteria. I would welcome further Board discussion on all of these points.

5. The following are information items only, to update the Board on various activities:
  - Budget. The November sales tax payment was \$47,467, which puts calendar year receipts at \$496,621, which already exceeds of all CY 2022, with the December payment yet to come. This is one more indication of the strength of the local economy. We are currently on pace to see about an approximate five percent increase over 2022. Meanwhile I continue to work on the FY 25 budget, with budget prep expected to get into full swing early next year. The budget is scheduled to be adopted at the March 11 meeting.
  - Water Tower repair. TankSpek completed work on the water tower repairs in late November. We continue to have some minor leaks and TankSpek has pledged to continue to address them as they arise.
  - Newsletter. The newsletter went out earlier this month and I believe it was well-received. We would intend to do this on a quarterly basis, with the next issue scheduled for March, 2024. A copy has also been posted to the website at the following:  
<https://www.sunrisebeachmo.gov/wp-content/uploads/simple-file-list/Forms/City-Hall-Forms/Sunrise-Beach-newsletter-December-2023.pdf>
  - “Phase IV” RFQ. We have issued an RFQ for engineering services for the Phase IV water and

sewer project, which is envisioned to primarily relate to the expansion of the north wastewater treatment plant, and the decommissioning of the south plant. We would like to accomplish other work within the Phase IV program as well. We are tentatively planning to make an engineering selection at the January 8, 2024 meeting. A copy of the RFQ is included in the packet.

- Deputy City Clerk job opening. We have an opening for the part-time office assistant position at City Hall. We are titling this position “Deputy City Clerk,” as we envision the role working closely with the City Clerk and eventually training on some of the City Clerk job duties. A copy of the job posting is included in the packet.

If you have any questions or want to discuss any of these items further, please don’t hesitate to reach out to me. 573-374-8782 (office) or [steve.roth@sunrisebeachmo.gov](mailto:steve.roth@sunrisebeachmo.gov).

Thank you,



Steve Roth  
City Manager



Sunrise Beach Police Dept.  
32 Sunset Hills CT

December 6, 2023

In the month of November the Sunrise Beach Police Department had seventy-nine calls for service, three hundred and twenty-four self initiated activities, issued forty one citations, thirty one warnings and three arrests.

Our Shop with a Hero shopping event was a huge success! We were able to take twenty-four kids shopping for Christmas. Plans for next years fund raising events are in the works.

On November 30th we were awarded a donation, from the Shootout boat races, in the amount of \$5,860. It is my intent to use to the funds to purchase needed items such as a new Toughbook, rifle locks for patrol vehicles and sights for patrol rifles.

The 2008 Mag Mini Truck has been listed on govdeals.com with the auction ending 12/20/2023 at 6:30pm.

Our first Municipal Court at Camden County was on November 15th, I attended to see how court would be handled in the future. I was very impressed with how court was handled at the Circuit level, the prosecutor and judge ensured that every defendant had the opportunity to speak with the prosecutor before court began and continuances were scheduled in a timely fashion.

A handwritten signature in black ink, appearing to read "Scott Craig".

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Scott Craig, Chief of Police

# CITY OF SUNRISE BEACH A/P Aging Summary

As of December 7, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
AT & T	106.50	0.00	0.00	0.00	0.00	106.50
BUMPERS AUTO REPAIR, LLC	0.00	765.19	0.00	0.00	0.00	765.19
CG'S MINI MART	0.00	0.00	0.00	-937.14	0.00	-937.14
CLARK TIRE COMPANY	0.00	684.00	0.00	0.00	0.00	684.00
CO-MO CONNECT	48.29	-38.22	0.00	0.00	0.00	10.07
COLDWELL COMMUNICATIONS	1,200.00	0.00	0.00	0.00	0.00	1,200.00
COLONIAL LIFE	212.66	0.00	0.00	0.00	0.00	212.66
FDAssociates	218.14	0.00	0.00	0.00	0.00	218.14
GALLS, LLC	55.94	0.00	0.00	0.00	0.00	55.94
IAPE	0.00	395.00	0.00	0.00	0.00	395.00
LAKE SUN	0.00	154.70	0.00	0.00	0.00	154.70
LIBERTY NATIONAL	168.01	0.00	0.00	0.00	0.00	168.01
LINGO	159.66	0.00	0.00	0.00	0.00	159.66
MAGRUDER LIMESTONE CO., INC.	0.00	54.23	0.00	0.00	0.00	54.23
MISSOURI POLICE CHIEFS ASSOCIATION	375.00	0.00	0.00	0.00	0.00	375.00
MO VOCATIONAL ENTERPRISES	15.00	0.00	0.00	0.00	0.00	15.00
MOPERM	0.00	9,049.00	0.00	0.00	0.00	9,049.00
OnSite	312.96	0.00	0.00	0.00	0.00	312.96
PORTER'S OF LAURIE	19.99	91.95	0.00	0.00	0.00	111.94
Pro-Vision	0.00	0.00	343.90	0.00	0.00	343.90
REPUBLIC SERVICES #435	107.85	0.00	0.00	0.00	0.00	107.85
Smart Printing Centers	3,287.50	0.00	0.00	0.00	0.00	3,287.50
SUMMIT NATURAL GAS	104.49	0.00	0.00	0.00	0.00	104.49
SUNRISE BEACH FIRE PROTECTION DISTRI...	0.00	571.22	0.00	0.00	0.00	571.22
SUNRISE TRUE VALUE	46.59	0.00	0.00	0.00	0.00	46.59
UNITED HEALTHCARE	0.00	6,404.54	0.00	0.00	0.00	6,404.54
US BANK	815.51	0.00	0.00	0.00	0.00	815.51
<b>TOTAL</b>	<b>7,254.09</b>	<b>18,131.61</b>	<b>343.90</b>	<b>-937.14</b>	<b>0.00</b>	<b>24,792.46</b>



## SUNRISE BEACH - WATER/SEWER FUND

## A/P Aging Summary

As of December 7, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
BRULEZ TRENCHING	0.00	250.00	0.00	0.00	0.00	250.00
CLARK TIRE COMPANY	0.00	76.05	0.00	0.00	0.00	76.05
Clines Construction	0.00	600.00	0.00	0.00	0.00	600.00
CO-MO CONNECT	1,794.13	3,210.32	0.00	0.00	0.00	5,004.45
CORE & MAIN	976.18	0.00	0.00	0.00	0.00	976.18
LAKE SUN	0.00	228.55	0.00	0.00	0.00	228.55
MOPERM	9,049.00	0.00	0.00	0.00	0.00	9,049.00
MRWA (1)	270.00	0.00	0.00	0.00	0.00	270.00
O'REILLY AUTO PARTS	0.00	29.95	0.00	0.00	0.00	29.95
On Lake Time Sunrise Beach LLC	93.08	0.00	0.00	0.00	0.00	93.08
PORTERS BUILDING CENTERS	5.99	46.54	0.00	0.00	0.00	52.53
SENUM	1,949.94	0.00	0.00	0.00	0.00	1,949.94
SUNRISE BEACH FIRE PROTECTION DISTRI...	537.00	0.00	0.00	0.00	0.00	537.00
SUNRISE TRUE VALUE	37.78	8.35	0.00	0.00	0.00	46.13
TankSpekCorp	11,591.00	0.00	0.00	0.00	0.00	11,591.00
<b>TOTAL</b>	<b>26,304.10</b>	<b>4,449.76</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>30,753.86</b>

Civil & Structural Engineering      Land Surveying      Materials Testing

Nov 30, 2023

Attn: Trustees of the Village of Sunrise Beach

Subject: Monthly Progress report for Pay App No. 4

Dear Trustees,

Today is day 122 of the Sewer Improvement project.

**Progress of Contract 1:** Brulez Trenching, LLC has one crew working along Highway 5 installing sewer mains. Both crews are working together as one is installing main and the other is working on connections. We have been informed that the lift will be here at the end of December or the first week of January. The contractor will continue the installation of the mains until the lift stations are on site. COMO will have the cost estimate for the lift station power transformers by the end of next week. The sub-contractor Drill Tech is working along the highway 5 corridor completing the force main bores. Brenan and Tony are reviewing each grinder location and contacting the customers to make sure everything will work as planned. Some adjustments have been made with locations of the placements of the grinders as additional gravity lines cannot be more precisely established without excavation at the time of construction.

**Sewer connection requests.** We've had several sewer connection requests recently which, are outside the scope of the Phase III project. The customers who have reached out do not currently have water service. We are seeking Board discussion on this topic and direction on how to proceed. The customers are listed below.

- Summer Point Townhomes, Steve Roth working on Connection Agreement
- Center Road and Oak Dr. (30 to 35 Customers) Rough Cost \$350,000
- COMO Connections Along Hwy 5.

**Phase 2 Sewer Report Issues,**

- No issues to report, all locations working perfect.

**Water Tower, Leak Repair**

- Tank Spec had one leak to come back and repair after the initial project. Tank Spec was on site on November 28<sup>th</sup> to complete the last leak near the ladder, they completed the repair that morning.

- 

Respectfully yours,

**Jared Wheaton, PE**  
Principal

**MISSOURI DEPARTMENT OF NATURAL RESOURCES, FINANCIAL ASSISTANCE CENTER  
DRINKING WATER REIMBURSEMENT FORM  
SRF GRANT AND DIRECT LOAN**

1. TYPE OF REQUEST: <input checked="" type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		3. PAYMENT REQUEST NUMBER: <u>  4  </u> PAGE 1 OF <u>  1  </u>	
2. PROJECT NUMBER: <b>c295877-01</b>		4. PERIOD COVERED BY THIS REPORT: from: <u>  11/4/23  </u> to: <u>  12/4/23  </u>	
5. RECIPIENT ORGANIZATION: <b>Village of Sunrise Beach 16363 MO-5 SUNRISE BEACH, MO 65079</b>		6. LOAN TRUSTEE: <b>UMB BANK, NA IN TRUST FOR CAMDEN COUNTY PWSD NO 1 2 S. BROADWAY, SUITE 600 ST. LOUIS, MO 63102</b> <b>C295877-01</b>	
7. ELIGIBLE PROJECT COSTS INCURRED (EXCLUDING RETAINAGE) Recipient Project Name and Number Show construction, engineering, administrative costs, etc.		Current Period	Cumulative
		Office Use Only	
A.	Engineer - Shoreline Surveying & Engineering	\$ 41,137.50	\$ 666,256.30
B.	Contractor -Brulez Trenching LLC	\$ 155,677.93	\$ 1,090,399.08
C.	Attorney - McCaffree ( No Change)	\$ -	\$ 68,025.00
D.			
E.			
F.			
G.			
H.			
I.			
J.			
K.			
L.			
<b>Z. Total from continuation sheet (lines 7.M. - 7.Y.)</b>			
<b>AA. Eligible costs incurred to date</b>		\$ 196,815.43	\$ 1,824,680.38
<b>FOR OFFICE USE ONLY</b>	BB. TOTAL APPROVED ELIGIBLE COSTS TO DATE:	BB.	
	CC. LESS AMOUNT PREVIOUSLY APPROVED FROM SRF GRANT	CC.	
	DD. LESS AMOUNT PREVIOUSLY APPROVED FROM SRF LOAN	DD.	
	EE. AMOUNT PAYABLE TO RECIPIENT FROM SRF GRANT	EE.	
	FF. AMOUNT PAYABLE TO RECIPIENT FROM SRF LOAN	FF.	
<b>8. CERTIFICATION:</b> By signing this reimbursement form, I certify that to the best of my knowledge and belief:  1) Billed costs or disbursements are in accordance with the terms of the project;  2) Payment due represents the amount due which has not been previously requested;  3) An inspection has been performed;  4) All work is in accordance with the terms of the funding agreements; and  5) The payrolls for this reimbursement request contains the information required to be provided under 29 CFR 5.5(a)(3)(ii) the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete; and the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based upon the most recent payrolls copies.	<b>RECIPIENT:</b>	Signature of authorized certifying official:	
		Date signed:	
		Typed or printed name and title:	
	<b>DNR REVIEWER: Office Use Only</b>	Signature of review official:	
		Date signed:	
		Typed or printed name and title:	



### Contractor's Application for Payment No.

4

Application Period: Nov 2, 2023 to Nov 9, 2023		Application Date: 11/29/2023	
To (Owner): Village of Sunrise Beach, MO		Via (Engineer): Shoreline Surveying & Engineering, LLC	
From (Contractor): Brulez Trenching L.L.C.		Contract: Contract 1. Sewer System Improvments	
Project: Village of Sunrise Beach, MO, Phase III Swer System		Contractor's Project No.: No. 1	
Owner's Contract No.: C295877-01		Engineer's Project No.: Job NO. 10163-19	

**Application For Payment  
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
1			1. ORIGINAL CONTRACT PRICE..... \$ <u>\$2,793,018.75</u>	
			2. Net change by Change Orders..... \$ _____	
			3. Current Contract Price (Line 1 ± 2)..... \$ <u>\$2,793,018.75</u>	
			4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$ <u>\$1,165,888.50</u>	
			5. RETAINAGE:	
			a. 5% X <u>\$985,178.50</u> Work Completed..... \$ <u>\$49,258.93</u>	
			b. 5% X <u>\$180,710.00</u> Stored Material..... \$ <u>\$9,035.50</u>	
			c. Total Retainage (Line 5a + Line 5b)..... \$ <u>\$58,294.43</u>	
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ <u>\$1,107,594.08</u>	
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ <u>\$934,721.15</u>	
			8. AMOUNT DUE THIS APPLICATION..... \$ <u>\$172,872.93</u>	
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$ <u>\$1,685,424.68</u>	
TOTALS	\$ -	\$ -		
NET CHANGE BY CHANGE ORDERS				

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 11-29-23

Payment of: \$ \$172,872.93  
(Line 8 or other - attach explanation of the other amount)

is recommended by: Jared Wheaton 12/4/23  
(Engineer) (Date)

Payment of: \$ \$172,872.93  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding Agency (if applicable) (Date)

# Progress Estimate - Unit Price Work

# Contractor's Application

For (Contract): Contract 1, Sewer System Improvements Application Number: 4

Application Period: Nov 2, 2023 to Nov 9, 2023 Application Date: 11/29/2023

Bid Item No.	Item Description	Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
1	Bonding/Mobilization expense. This amount shall be limited to no more than 5% of the Contract amount.	1	\$ 30,000.00	\$30,000.00	1	\$30,000.00		\$30,000.00	100.0%	\$48,492.00
2	4" SDR-21 Force Main	14,908	\$ 18.00	\$268,344.00	12214	\$219,852.00		\$219,852.00	81.9%	\$15,840.00
3	4" Force Main Bore Restraint Joint Pipe w/8" PVC Casing	99	\$ 160.00	\$15,840.00						\$48,750.00
4	4" Force Main Bore Restraint Joint Pipe, No Casing	561	\$ 130.00	\$72,930.00	186	\$24,180.00		\$24,180.00	33.2%	\$16,512.00
5	3" SDR-21 Force Main	11,070	\$ 16.00	\$177,120.00	10038	\$160,608.00		\$160,608.00	90.7%	\$16,512.00
6	3" Force Main Bore Restraint Joint Pipe, No Casing	20	\$ 128.00	\$2,560.00	20	\$2,560.00		\$2,560.00	100.0%	
7	2" SDR-21 Force Main	4,714	\$ 15.00	\$70,710.00	3329	\$49,935.00		\$49,935.00	70.6%	\$20,775.00
8	2" Force Main Bore Restraint Joint Pipe	20	\$ 120.00	\$2,400.00	20	\$2,400.00		\$2,400.00	100.0%	
9	1-1/2" SDR-21 Force Main	8,218	\$ 15.00	\$123,270.00	1604	\$24,060.00		\$24,060.00	19.5%	\$99,210.00
10	1-1/2" Force Main Bore, Restraint Joint Pipe	2,112	\$ 78.00	\$164,736.00	2051	\$159,978.00		\$159,978.00	97.1%	\$4,758.00
11	Detectable Locator Wire Terminals	4	\$ 5.00	\$20.00						\$20.00
12	6" SDR-35-Gravity Line	335	\$ 26.00	\$8,710.00						\$8,710.00
13	4" SDR-35-Gravity/Service Line	9,516	\$ 20.00	\$190,320.00	2164	\$43,280.00		\$43,280.00	22.7%	\$147,040.00
14	4" SDR-35 PVC Encasement Sleeve	800	\$ 10.00	\$8,000.00	100	\$1,000.00		\$1,000.00	12.5%	\$7,000.00
15	6" SDR-35 PVC Encasement Sleeve	600	\$ 16.00	\$9,600.00	600	\$9,600.00		\$9,600.00	100.0%	
16	Electrical Wiring in Conduit from Power Supply to Pump	7,370	\$ 14.00	\$103,180.00	1642	\$22,988.00		\$22,988.00	22.3%	\$80,192.00
17	4" Gate Valve and Box	8	\$ 1,100.00	\$8,800.00	3	\$3,300.00		\$3,300.00	37.5%	\$5,500.00
18	3" Gate Valve and Box	5	\$ 1,000.00	\$5,000.00	4	\$4,000.00		\$4,000.00	80.0%	\$1,000.00
19	2" Gate Valve and Box	7	\$ 800.00	\$5,600.00	5	\$4,000.00		\$4,000.00	71.4%	\$1,600.00
20	4" PVC Ball valve w/3" to 4" Reducer. (Include Pump Truck Charge)	5	\$ 500.00	\$2,500.00						\$2,500.00
21	Air Release Valve	12	\$ 3,400.00	\$40,800.00	12	\$40,800.00		\$40,800.00	100.0%	
22	Concrete Anchors	57	\$ 150.00	\$8,550.00	23	\$3,450.00		\$3,450.00	40.4%	\$5,100.00
23	Concrete Encasement	10	\$ 30.00	\$300.00						\$300.00
24	Simplex Grinder Station Complete-in-place	44	\$ 6,900.00	\$303,600.00	18	\$124,200.00	\$80,300.00	\$204,500.00	67.4%	\$99,100.00
25	Duplex Grinder Station 4' by 6' Basin, Complete-in-place	11	\$ 9,800.00	\$107,800.00	5	\$49,000.00	\$54,151.00	\$103,151.00	95.7%	\$4,649.00
26	Duplex Grinder Station 4' by 8' Basin, Complete-in-place	2	\$ 11,200.00	\$22,400.00			\$15,834.00	\$15,834.00	70.7%	\$6,566.00
27	Retro-fit Simplex Grinder Station (Pump & Panel) Complete-in-place.	12	\$ 6,179.00	\$74,148.00			\$26,148.00	\$26,148.00	35.3%	\$48,000.00
28	& Panel) Complete-in-place	1	\$ 6,777.00	\$6,777.00			\$4,277.00	\$4,277.00	63.1%	\$2,500.00
29	Lift Station (Indian Hills)	1	\$ 184,500.00	\$184,500.00						\$184,500.00
30	Lift Station (Old Sunrise Acres)	1	\$ 88,400.00	\$88,400.00						\$88,400.00
31	Lift Station (Camden Pass)	1	\$ 129,400.00	\$129,400.00						\$129,400.00
32	Lift Station (Cliff Dr.)	1	\$ 103,400.00	\$103,400.00						\$103,400.00
33	Lift Station Retrofit (WWTP NO. 1)	1	\$ 140,900.00	\$140,900.00						\$140,900.00
34	Lift Station (Eddie Rd.)	1	\$ 166,400.00	\$166,400.00						\$166,400.00



35	Repair & Replace Concrete Surface	40	\$	20.00	\$800.00								\$800.00
36	Repair & Replace Asphalt Surface	1,480	\$	18.00	\$26,640.00								\$26,640.00
37	Repair & Replace Gravel Surface	1,450	\$	26.30	\$38,135.00	125	\$3,287.50				\$3,287.50		\$34,847.50
38	Repair & Replace 2" Brown Gravel Surface	150	\$	45.00	\$6,750.00	60	\$2,700.00				\$2,700.00		\$4,050.00
39	Site Restoration	58,943	\$	1.25	\$73,678.75								\$73,678.75
<b>Totals</b>					<b>\$2,793,018.75</b>		<b>\$985,178.50</b>		<b>\$180,710.00</b>		<b>\$1,165,888.50</b>	<b>41.7%</b>	<b>\$1,627,130.25</b>

# Stored Material Summary

# Contractor's Application

For (Contract):

Contract 1, Sewer System Improvements

Application Number:

4

Application Period:

Nov 2, 2023 to Nov 9, 2023

Application Date:

11/29/2023

Bid Item No.	A Supplier Invoice No.	B Submittal No. (with Specification Section No.)	C Storage Location	Description of Materials or Equipment Stored	D Stored Previously		E Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	F Incorporated in Work		G Materials Remaining in Storage (\$) (D + E - F)
					Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)	
1				Bonding/Mobilization expense.							
2	729571, T427714		Old Sunnise Acres	4" SDR-21 Force Main, Note: Material is \$4.80 a foot	8/2023	\$71,616.00		\$71,616.00	11/2023	\$71,616.00	
3				4" Force Main Bore Restraint Joint Pipe w/8" PVC Casing							
4				4" Force Main Bore Restraint Joint Pipe, No Casing							
5	71, T427714, T427715		Old Sunnise Acres	3" SDR-21 Force Main, Note: Material is \$2.90 a foot	8/2023	\$32,132.00		\$32,132.00	11/2023	\$32,132.00	
6				3" Force Main Bore Restraint Joint Pipe, No Casing							
7	T279571		Old Sunnise Acres	2" SDR-21 Force Main, Note: Material is \$1.66 a foot	8/2023	\$7,835.20		\$7,835.20	11/2023	\$7,835.20	
8				2" Force Main Bore Restraint Joint Pipe							
9	T279571		Old Sunnise Acres	1-1/2" SDR-21 Force Main, Note: Material is \$1.43 a foot	8/2023	\$10,610.60		\$10,610.60	11/2023	\$10,610.60	
10				1-1/2" Force Main Bore, Restraint Joint Pipe							
11				Detectable Locator Wire Terminals							
12				6" SDR-35-Gravity Line							
13				4" SDR-35-Gravity/Service Line							
14				6" SDR-35 PVC Encasement Sleeve							
15				Electrical Wiring in Conduit from Power Supply to Pump							
16				4" Gate Valve and Box							
17				3" Gate Valve and Box							
18				2" Gate Valve and Box							
19				4" PVC Ball valve w/3" to 4" Reducer. (Include Pump Truck Charge)							
20				Air Release Valve							
21				Concrete Anchors							
22				Concrete Encasement							
23				Concrete Encasement							
24	280631		Beachwood Rd	Simplex Grinder Station Complete-in-place (\$3,086.00 Each)	8/2023	\$135,784.00		\$135,784.00	9/2023	\$55,484.00	\$80,300.00
25	280631		Beachwood Rd	Duplex Grinder Station 4' by 6' Basin, Complete-in-place	8/2023	\$76,714.00		\$76,714.00	9/2023	\$22,563.00	\$54,151.00
26	280631		Beachwood Rd	Duplex Grinder Station 4' by 8' Basin, Complete-in-place	8/2023	\$15,834.00		\$15,834.00	9/2023		\$15,834.00
27	280631		Beachwood Rd	Retro-fit Simplex Grinder Station (Pump & Panel) Complete-in-place.	8/2023	\$26,148.00		\$26,148.00	9/2023		\$26,148.00
28	280631		Beachwood Rd	Keeweenaw's RV Park, Retro-fit Grinder Duplex Grinder Station	8/2023	\$4,277.00		\$4,277.00	9/2023		\$4,277.00
29				Lift Station (Indian Hills)							
30				Lift Station (Old Sunnise Acres)							
31				Lift Station (Camden Pass)							
32				Lift Station (Cliff Dr.)							
33				Lift Station Retrofit (WWRP NO. 1)							
34				Lift Station (Eddie Rd.)							
35				Repair & Replace Concrete Surface							
36				Repair & Replace Asphalt Surface							
37				Repair & Replace Gravel Surface							
38				Repair & Replace 2" Brown Gravel Surface							
39				Site Restoration							
				<b>Totals</b>		<b>\$380,950.80</b>		<b>\$380,950.80</b>		<b>\$200,240.80</b>	<b>\$180,710.00</b>

**10163-19, Village of Sunrise Beach, Phase III, Item No. 13 Ineligible Costs**

<b>Item No. 13</b>	<b>Running Total Completed To date from Pay App</b>	<b>Sub-tract Previous Month</b>	<b>Minus Retainage amount to Be Paid</b>	<b>PAID</b>	<b>Date</b>
Pay App No. 1	\$ 14,580.00	\$ -	\$ 13,851.00		
Pay App No. 2	\$ 24,080.00	\$ 9,500.00	\$ 9,025.00		
Pay App No. 3	\$ 25,180.00	\$ 1,100.00	\$ 1,045.00		
Pay App No. 4	\$ 43,280.00	\$ 18,100.00	\$ 17,195.00		
Pay App No. 5		\$ (43,280.00)			
Pay App No. 6		\$ -			
Pay App No. 7		\$ -			
Pay App No. 8		\$ -			
Pay App No. 9		\$ -			

**Note: 5% Retainage is being held until end of project.**



# Shoreline Surveying & Engineering, LLC

## Our New Address:

3048 S. Bus. 54  
Eldon, MO 65026  
Phone 573-392-3312

# INVOICE

DATE: Nov. 30, 2023  
INVOICE#: 6512d

**Bill To:**  
**Village of Sunrise Beach**  
**Attn: Clerk**  
**P.O. Box 348**  
**Sunrise Beach, MO 65079**

**FOR:**  
PHASE III – SEWER SYSTEM IMPROVEMENTS

TERMS: Payable on Receipt;

Description	Contract Amt	Billed	Remaining	Total Due
<b>Basic Services:</b>				
Preliminary Design Phase (% Complete)	\$ 50,000	\$ 50,000.00	\$ -	\$ -
Final Design Phase (% Complete)	\$ 280,000	\$ 280,000.00	\$ -	\$ -
Bidding/Negotiation Phase (% Complete)	\$ 20,000	\$ 20,000.00	\$ -	\$ -
Construction Phase (% Complete)	\$ 75,000	\$ 45,000.00	\$ 30,000.00	\$ 11,250.00
Post-Construction Phase (% Complete)	\$ 25,000	\$ -	\$ 25,000.00	\$ -
Resident Project Representative (Hourly)	\$ 176,800	\$ 92,205.60	\$ 84,594.40	\$ 21,315.00
Additional Services (Hourly)				\$ -
Design Surveying/Easement Drafting (capped)	\$ 55,000	\$ 55,000.00	\$ -	\$ -
Construction Staking	\$ 75,000	\$ 39,050.70	\$ 35,949.30	\$ 8,572.50
Easement Procurement (Capped)	\$ 85,000	\$ 85,000.00	\$ -	\$ -
<b>Total Due</b>				<b>\$ 41,137.50</b>
<b>Phase Breakdown</b>				
Construction Phase		% Complete 60%	% Remaining 40%	Total Due \$ 11,250
Construction Staking	Prev. Invoiced (HR)	Hr/Mi	RATE	Total Due
Jared Wheaton, PE		8	\$ 110.00	\$ 880.00
Adrain Kirkweg (Sr. Drafter)		18	\$ 80.00	\$ 1,440.00
2-Man Survey Crew w/Instr.		32	\$ 175.00	\$ 5,600.00
Mileage		1125	\$ 0.58	\$ 652.50
	\$ -		Total Phase	\$ 8,572.50
Resident Project Rep.	Prev. Invoiced (HR)	HRS	RATE	Total Due
Jared Wheaton, PE		80	\$ 110.00	\$ 8,800.00
Tony Cobb (Sr. Project Representative)		168	\$ 65.00	\$ 10,920.00
Mileage		2750	\$ 0.58	\$ 1,595.00
	\$ -		Total Phase	\$ 21,315.00
<b>Total Due This Period</b>				<b>\$ 41,137.50</b>

Please make checks payable to SSE, LLC

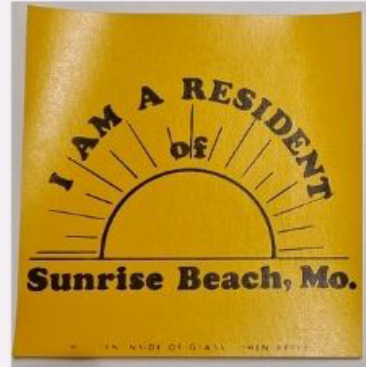
If you have any questions concerning this invoice, contact Jared Wheaton at 573-714-0366

**THANK YOU FOR CHOOSING SHORELINE SURVEYING AND ENGINEERING, LLC!**





# Anybody Recognize this?



A stack of these stickers were dropped off at City Hall recently by a resident who didn't leave his name. They are about 3 inches square and are designed to stick to a window. We have one displayed in the front window at City Hall. We are thinking it might have been an old "City sticker" that was placed on vehicles, but not sure. Anyone who knows the "backstory" on these please call City Hall at 573-374-8782. We'd love to hear it! If you are a resident and want a sticker please come to City Hall and get one till they're gone.



## THE OFFICIAL NEWSLETTER OF THE VILLAGE OF SUNRISE BEACH, MISSOURI DECEMBER, 2023

### WATER & SEWER RATES AND CHARGES

Sunrise Beach currently serves approximately 350 water and sewer customers, with that number increasing to more than 450 once the Phase III sewer project is complete. The monthly water charge is \$46.89 and includes up to 4,000 gallons. The monthly sewer charge is \$44.00 and also includes up to 4,000 gallons. Customers using more than 4,000 gallons pay an additional \$10.50 per thousand for water, and \$11.00 per thousand for sewer.

New customers who have City water service available at their property are charged a \$1,000 connection fee, and also pay a deposit when opening a water account. New customers who have City sewer service available at their property are charged a \$1,000 connection fee, and are also responsible for installation of the grinder pumps / tanks necessary to access the City system. (Please note: The \$1,000 fee **DOES NOT** apply to customers who are being connected in the Phase III grant project.) For more information on connecting to the City system, please contact City Hall at 573-374-8782.

### VILLAGE CONTRACTS FOR REPAIRS OF WATER TOWER LEAK

The Sunrise Beach Board of Trustees recently approved a contract to repair the leaking Water Tower 1, located at the City Hall property. TankSpek LLC submitted the low bid of \$14,488, and was approved at a recent special meeting of the Board. The water tower has been leaking for quite some time, and Village staff earlier this summer initiated a project to seek repairs. TankSpek, based out of Berryville, AR, was the lowest of three bidders and received positive reference checks, according to Shoreline Engineering, which assisted the Village with the project. The repairs were completed in November, 2023.

### NEW WEBSITE

The Village of Sunrise Beach has a new website, [www.sunrisebeachmo.gov](http://www.sunrisebeachmo.gov). The website is live but is "under construction," with new features being added. The website replaces the old [sunrisebeach.com](http://sunrisebeach.com) site, which is no longer in use.

### "Side by sides" are now legal on Sunrise Beach streets and roads, with certain conditions

The Village of Sunrise Beach has legalized use of Utility Vehicles and Recreational Off-Highway Vehicles (commonly called "side-by-sides") on Village streets and highways. The ordinance was approved by the Board of Trustees at its November 13 meeting, and allows for the use of such vehicles without a permit. Vehicles must meet certain requirements, including a minimum 700 cc engine for driving on Village streets and roads, and minimum 900 cc engine for driving on Highway 5 and Routes TT and F. Vehicles that meet the ordinance requirements may be driven within the Village limits without any further permits or inspections.

The ordinance was approved after a series of meetings, including public input. The final version treats UTVs and "side-by-sides" similar

to passenger cars and trucks, and essentially permits their use subject to the drivers and vehicles meeting standard requirements. Drivers must be licensed and insured and must use safety belts or other restraints, and vehicles must meet certain safety requirements such as roll-bars or roll-cages, headlights and turn signals. The minimum engine requirements were put in place to ensure that only vehicles capable of operating at highway speeds are allowed. Golf carts and similar "low-speed vehicles" as defined by state law, are not permitted. Copies of the ordinance are posted at City Hall and online at [www.sunrisebeachmo.gov](http://www.sunrisebeachmo.gov).

For more information, go to [sunrisebeachmo.gov](http://sunrisebeachmo.gov) or call 573-374-8782.

### NEW FACES AT CITY HALL

The Village of Sunrise Beach has hired several new employees in recent months, including the following: Andy Bayerl, public works superintendent; Charleen Hays, administrative assistant; Steve Roth, city manager; Erin Hays, city clerk; Rachel Snelling, public works. City Hall office hours are 8 a.m. to 5 p.m. Monday -Thursday, 8 a.m. to 4 p.m. on Friday. To pay your water / sewer bill online, please go to [www.sunrisebeachpay.com](http://www.sunrisebeachpay.com)





# Greetings fellow residents and business owners of our village,

With the Holiday Season upon us, the Board of Trustees would like to share our accomplishments with everyone. After the Election in April, we had several changes in our staff and Board. We hired a City Manager, City Clerk and part time clerk. We appointed two new Trustee’s on the Board, two new Planning and Zoning Committee members, and formed a new Board of Adjustments. In the Public Works Department, we hired a street specialist and a water specialist. We also changed our Legal representation, which saved the city much in legal fees.

We began recording our Board meetings on YouTube, and we launched a new website with better information about the city. We have contracted to have our Ordinances codified and placed on the website for public viewing. There are now four warning sirens installed in strategic locations around the Village. A new cell tower was approved and built to add more service in our area.

Our 6 month audit will show improvements to the city expenses and the procurement policy we enacted.

Updates to our Planning and Zoning Codes and our Comprehensive Plan are being planned. We have hired an engineer to update our street maps within the city limits; also to provide a 10-15 year road plan for maintenance and repair on our city streets. The Phase 3 water and sewer plan is ongoing and targeted to be completed by spring, 2024.



Our Public Works Department has been working on repairs to older lift stations and improvements to some grinder pumps. The water tower is under contract to repair a leak that began several years ago.

Our Police Department building has been overhauled inside and out, with new flooring, paint and signage. The Department now has two new vehicles in rotation and many tools needed to provide safety to the Village residents.

We have moved the Municipal Court to the Circuit Court in Camdenton which eliminates the need to hold court in our small City Hall building and not to have a Court Clerk on staff. We also hired a new Prosecutor to handle our cases at a lower cost to the city.

On the agenda is lowering all city street speed limits to 25 mph and allowing Off Road vehicles to be on the city streets with safety requirements. Larger off-road vehicles will be allowed on the highway areas in the city limits. We will enforce the safety measures in the Ordinance.

We are still contemplating a more central location for City Hall in the future. We have many items on our list of other improvements to grow our Village. More housing, a motel or hotel, a park, and additional retailers. We are open to suggestions and appreciate the support of the community at our Board meetings. Don’t hesitate to share your thoughts with your elected officials. We Work For YOU! Have a Wonderful Christmas Holiday!

*Susan Schneider, Chairman - Steve Barthol, Trustee - Steve Carter, Trustee - Greg Gordon, Trustee - Michael George, Trustee*

# POLICE BEAT



## From the desk of Scott Craig, Chief of Police

With winter approaching we often see an increase in property crimes due to increased costs of living and opportunity by homes being vacant for the winter. I would like to take the opportunity to share a few tips with you all to reduce the chances of property crimes in your neighborhood. Forward your mail and tell your local carrier that nobody will be at the residence so they do not leave junk mail, consider setting light timers for inside and outside the home, do not publicize that you are leaving or gone for the winter, share your number with trusted neighbors and ask that they check on the home often and lastly install security cameras. If you live within city limits you can email me ([chief.craig@sunrisebeachmo.gov](mailto:chief.craig@sunrisebeachmo.gov)) with your travel plans and contact information in the event of an emergency. I will have officers do regular checks of your residence to ensure that everything is in order and will contact you with concerns.

# MUNICIPAL COURT MOVE

Sunrise Beach has completed the transfer of its Municipal Court to Camden County circuit court, effective Nov. 1. People who are cited for violation of Sunrise Beach municipal ordinances will now have their cases handled through Camden County circuit court, located at 1 Court Circle, Suite 8, Camdenton, MO. For more information, people may call Kayla Henry, Circuit Court Clerk, 573-346-4440, ext 3130, or go online at [www.courts.mo.gov](http://www.courts.mo.gov).

# FAQ

Q: Do I need a permit for that?

A: In the Village of Sunrise Beach, probably not. The only permit you will need is if you are constructing a new building, either residential or commercial. The City issues a zoning permit for such new construction, which determines if the project is in compliance with our Zoning Code. Apart from the zoning permit, we do not require building permits or occupancy permits, nor do we enforce any building codes (such as International Code Council or ICC). We also do not require permits for signs. However, please note that other agencies may require permits (such as the Sunrise Beach Fire Protection District for new construction, or MoDOT for signage) so please check with those agencies prior to any construction.

Q: How much are property taxes in Sunrise Beach?

A: Zero. The Village does not impose a property tax.

Q: So where does the Village get its revenues?

A: The Village primarily depends on sales tax for its general fund revenues, with a use tax and other license fees supplementing the general fund. Police and general administration expenses are paid primarily from the General Fund. Water and sewer revenues are dedicated to the combined water-sewer system, and pay primarily for personnel, operation and maintenance expenses, contracted services, and debt service. Sales taxes in particular have been very strong in recent years, which reflects increased economic activity in the area.







Village of Sunrise Beach, MO PO Box 348 • Sunrise Beach, Missouri 65079 • PH (573)374-8782 •  
[www.sunrisebeachmo.gov](http://www.sunrisebeachmo.gov)

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**November 16, 2023**

**REQUEST FOR QUALIFICATIONS  
PROFESSIONAL ENGINEERING SERVICES  
“PHASE IV” WATER AND WASTEWATER SYSTEM IMPROVEMENTS  
VILLAGE OF SUNRISE BEACH, MISSOURI**

The Village of Sunrise Beach, Missouri, requests qualifications from qualified firms interested in providing professional services necessary to assist in the Village’s contemplated expansion and improvement of its water and wastewater system, known as “Phase IV.” The Phase IV project is expected to include, though not necessarily be limited to, the following:

1. Decommissioning of existing Wastewater Treatment Plant 1 (South Plant)
2. Expansion and improvement of existing Wastewater Treatment Plant 2 (North Plant) to accept and treat all Village wastewater flows
3. Expansion and improvement of the water and wastewater system to serve new customers at various locations within the Village corporate boundaries

The Village anticipates applying for funding through the Missouri State Revolving Fund (SRF) program, as well as other funding opportunities as may become available. The selected firm will be responsible for completing preliminary engineering reports, facility plans and other reports necessary to assist the Village in making application for SRF and other programs as may be determined. In the event the project moves into design and construction, the selected firm may be engaged for engineering design and construction inspection services, right-of-way and easement acquisition services, and other professional services as may be determined.

The Village will evaluate qualifications based upon the criteria as provided for by Missouri law, as follows:

1. The specialized experience and technical competence of the firm with respect to the type of services required;
2. The capacity and capability of the firm to perform the work in question including specialized services, within the time limitations fixed for the completion of the project;
3. The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules; and
4. The firm’s proximity to and familiarity with the area in which the project is located.

The firm will be selected based on the above qualifications. The relative importance of these criteria will be (A) 25%; (B) 25%; (C) 25%; and (D) 25%. The ability to meet schedules, including the Missouri 2024 SRF application deadline, will be of special importance.

Interested firms should submit the requested qualifications to the Office of City Clerk, Village of Sunrise Beach, 16537 N. Highway 5, Sunrise Beach, Missouri, 65079 no later than 5 p.m. Dec. 29, 2023. Ten (10) hard copies must be submitted. Disadvantaged Business Enterprise (DBE) firms are encouraged to submit qualifications.

**Please note: If sending by United States mail, please address to PO Box 348, Sunrise Beach, MO 65079.** In addition to the hard copies, an electronic copy (pdf) should be submitted to Steve Roth, City Manager, by email to [steve.roth@sunrisebeachmo.gov](mailto:steve.roth@sunrisebeachmo.gov).

The Village expects to make a selection at its January 8, 2024 meeting. The Village may request interviews with a selected “short list” of firms during the first week of January, 2024, and / or may request interviews at another date and time. The Village reserves the right to waive any informalities or technicalities, and to negotiate directly with any respondent.

### **Background**

The “Phase IV” project is envisioned to be the latest phase of the Village’s ongoing construction and improvement of its Water and Wastewater systems. The initial phases were completed in the 2009-11 timeframe, with subsequent phases further expanding and improving the system since that time. The Village will serve approximately 450 water and sewer customers when the Phase III project (currently under construction) is completed in early 2024. Village voters previously authorized up to \$8 million in bond issues to fund the system, which has been used (in part) to finance past phases, and which is expected to be available to finance (in part) the contemplated Phase IV.

For more information, please contact Steve Roth, City Manager, at 573-374-8782, or by email to [steve.roth@sunrisebeachmo.gov](mailto:steve.roth@sunrisebeachmo.gov).

*Thank you for your interest in our project.*



PO Box 348 • Sunrise Beach, MO 65079 • PH (573)374-8782 • [www.sunrisebeachmo.gov](http://www.sunrisebeachmo.gov)

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December 6, 2023

**Village of Sunrise Beach  
Position Posting  
Deputy City Clerk**

The Village of Sunrise Beach is accepting applications for the position of Deputy City Clerk. This is a part-time position which assists the City Clerk and City Manager with the everyday operation and management of the City. Primary job duties include managing the Village water and sewer utility accounts, including monthly billing and collections; preparing regular reports and performing other clerical tasks for the Water and Sewer Department; assisting the Public Works staff with water and sewer inquiries and requests for service; and performing other duties as may be assigned. This position will typically be scheduled for 25 hours per week; work hours can be flexible. This position reports to the City Clerk and works at the broad direction of the City Manager and Chairman of the Board of Trustees

The ideal candidate will have a background in municipal government or other small local government organizations, not-for-profit or community service agencies or organizations, or a related field such as banking, insurance, law or similar professional office administration and clerical work. The ideal candidate will have excellent verbal and written communications skills, excellent customer service skills, and be able to work well with the general public as well as supervisors and fellow employees. The ideal candidate will have a thorough knowledge of office software such as Microsoft Outlook, Word, and Excel, as well as knowledge of specialized office software systems.

Minimum qualifications include a high school diploma, GED, or equivalent. An associate degree or bachelor's degree is preferred. The pay range for this position is \$16 to \$18 hourly, depending on experience and qualifications. As a part-time position, this position is not eligible for fringe benefits, including health insurance, paid leave and other benefits. This position does have the potential to grow into a full-time position over time. The successful candidate must pass a criminal background check, drug test and other pre-employment screenings as may be required, prior to employment with the Village of Sunrise Beach. Prospective applicants should send a completed employment application, including resume and cover letter, to the Village of Sunrise Beach, Post Office Box 348, Sunrise Beach MO 65079, attn. Steve Roth, City Manager. Applications may be sent by email to [steve.roth@sunrisebeachmo.gov](mailto:steve.roth@sunrisebeachmo.gov), or dropped off in person at Sunrise Beach City Hall, 16537 N Highway 5. This position is open until filled. The Village of Sunrise Beach is an Equal Opportunity Employer.