NOTICE OF MEETING AND EXECUTIVE SESSION
OF THE BOARD OF ALDERMEN
AGENDA

CITY OF OSAGE BEACH
BOARD OF ALDERMEN MEETING

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

TENTATIVE AGENDA

REGULAR MEETING & EXECUTIVE SESSION

August 2, 2018 – 6:00 P.M.
CITY HALL

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

CALL TO ORDER
Pledge of Allegiance
Roll Call

MAYOR'S COMMUNICATIONS

CITIZENS' COMMUNICATIONS

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

APPROVAL OF CONSENT AGENDA

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

UNFINISHED BUSINESS.

A. **Bill 18-37**. An Ordinance of the City of Osage Beach, Missouri, Deleting 405.370(B)(1)(b) Zoning Regulations, Signs, Sign Regulations, Permitted Signs.
Second Reading. (Page 29)

B. **Bill 18-38.** An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute a Contract with Commercial Acceptance Company for Collection Services.
Second Reading. (Page 55)

NEW BUSINESS

A. **Bill 18-39**. An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor To Execute Contract OB18-003 with Travis Hodge Hauling, LLC for Bentwood Road Repair.
First Reading. (Page 70)

B. **Bill 18-40**. An Ordinance of the City of Osage Beach, Missouri, Amending the Osage Beach Design Guidelines, Section 3, and Drawings No. III-7 and III-8, Sewerage Design.
First Reading. (Page 77)

C. **Bill 18-41**. An Ordinance of the City of Osage Beach, Missouri, Repealing Sections 215.050 through 215.190 of the Osage Beach Code of Ordinances and Reenacting New Section 215.050 through 215.190 Dealing with Litter and Trash in the City.
First Reading. (Page 95)

D. **Bill 18-42.** An Ordinance of the City of Osage Beach, Missouri, Establishing a New Section 505.140 Open Burning, Which Enacts Policies and Restrictions on the Open Burning of Trash, Rubbish and Waste Within the City.
First Reading. (Page 104)

E. **Discussion**. Use Tax (Page 109)

F. **Bill 18.43.** an Ordinance Imposing a Use Tax for General Revenue Purposes at the Rate of 2% Pursuant to the Authority Granted by and Subject to the Provisions of Sections 144.600 through 144.761 RSMo; Providing for the Use Tax to be Repealed, Reduced or Raised in the Same Amount as Any City Sales Tax Repealed Reduced or Raised; and Providing for Submission of the Proposal to the Qualified Voters of the City for Their Approval at the General Election Called and to be Held in the City on November 6, 2018.
First Reading. (Page 114)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

EXECUTIVE SESSION: Notice is given that the agenda includes a roll call vote to close the meeting as allowed by RSMo. Section 610.021(1), Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

ADJOURN

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

Cynthia Lambert, City Clerk
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 ex 230

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

DRAFT

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

July 19, 2018

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a Regular Meeting on Thursday, July 19, 2018, at 6:00 p.m. at City Hall. The following were present: Mayor John Olivarri, Alderman Phyllis Marose, Alderman Tom Walker, Alderman Richard Ross, Alderman Kevin Rucker, Alderman Jeff Bethurem, and Alderman Greg Massey. Cynthia Lambert, City Clerk, was present and performed the duties of that office.

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

Consent Agenda.
Alderman Bethurem moved to approve the Consent Agenda which included the Minutes of the Regular Board Meeting of July 5, 2018 and the Bills List. The motion was seconded by Alderman Marose. The motion was voted on and unanimously passed on a voice vote.

Unfinished Business.
BILL 18-35 – An Ordinance of the City of Osage Beach, Missouri, Amending the Code of Ordinances by enacting a new Chapter 250 entitled "Prescription Drug Monitoring Program" consisting of Sections 250.010 through 250.090 for the purpose of creating a program to monitor the prescribing and dispensing of Schedule II through IV drugs in the City and authorizing the City Administrator to coordinate such a program with other jurisdictions.
City Attorney Ed Rucker stated that the first reading of Bill 18-35 was approved by the Board on July 19, 2018. City Attorney Rucker stated that due to a scrivener's error the word "directed" had been omitted in Section 2 of the Bill and would be added to read in past "is authorized and directed." City Attorney Rucker also noted that the Bill would 1) create a new section in the Code and 2) authorize execution of the agreement.

Mayor Olivarri presented the second reading of Bill No. 18-35 to become Ordinance 18.35 by title only. It was noted that Bill No. 18-35 to become Ordinance 18.35 had been available for public review.

Alderman Bethurem moved to approve the second reading of Bill No. 18-35 to become Ordinance 18.35 as presented. Alderman Massey seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 18-35 and to pass same into ordinance: "Ayes": Alderman Walker, Alderman Ross, Alderman Bethurem, Alderman Massey. "Nays": Alderman Marose and Alderman Rucker. Bill No. 18-35 was passed and approved as Ordinance No. 18.35.

New Business.

BILL 18-36 – An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute Contract OB18-014 with Capital Paving & Construction, LLC for the Nichols Road Overlay Project.

Public Works Director Nick Edelman stated the project is to overlay Nichols Road from the end of MoDOT's Expressway Interchange with Nichols Road to a location just past the Osage Beach Elementary School.

Alderman Marose inquired about the time table for the project as well as striping of the crosswalk. Public Works Director Edelman stated the contract planned to begin work on the project next week if possible and that staff would work on ensuring the crosswalk got painted.

Mayor Olivarri presented the first reading of Bill No. 18-36 to become Ordinance 18.36 by title only. It was noted that Bill No. 18-36 to become Ordinance 18.36 had been available for public review.

Alderman Bethurem moved to approve the first reading of Bill No. 18-36 to become Ordinance 18.36 as presented. Alderman Marose seconded the motion which was voted on and unanimously passed by a voice vote.

Mayor Olivarri presented the second reading of Bill No. 18-36 to become Ordinance 18.36 by title only. It was noted that Bill No. 18-36 to become Ordinance 18.36 had been available for public review.

Public Works Director Edelman responded to Alderman Rucker's inquiring regarding the difference in the budgeted amount and the engineer's estimate for the project.

Alderman Bethurem moved to approve the second reading of Bill No. 18-36 to become Ordinance 18.36 as presented. Alderman Ross seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 18-36 and to pass same into ordinance: "Ayes": Alderman Walker, Alderman Ross, Alderman Rucker, Alderman Bethurem, Alderman Massey, and Alderman Marose. "Nays": None. Bill No. 18-36 was passed and approved as Ordinance No. 18.36.

DRAFT

BILL 18-37 – An Ordinance of the City of Osage Beach, Missouri, Deleting 405.370(B)(1)(b) Zoning Regulations, Signs, Sign Regulations, Permitted Signs.
City Attorney Ed Rucker stated that upon review of the current sign code it was noted there was a section we could no longer enforce. The Bill corrects the error by removing reference allowing signs for a 30 days period before an election. General discussion followed as to the court cases, Whitton v. City of Gladstone, 54 F.3d 1400 (1995) and Reed v. Town of Gilbert, Arz., 135 S. Ct. 228 (2015) on this topic as well as the previous codification which did not include the removal of this subsection at that time.

Mayor Olivarri presented the first reading of Bill No. 18-37 to become Ordinance 18.37 by title only. It was noted that Bill No. 18-37 to become Ordinance 18.37 had been available for public review.

Alderman Rucker moved to approve the first reading of Bill No. 18-37 to become Ordinance 18.37 as presented. Alderman Massey seconded the motion which was voted on and unanimously passed by a voice vote.

BILL 18-38 – An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute a Service Agreement with Commercial Acceptance Company (CAC) for Collection Services.
City Treasurer Karri Bell stated that this agreement was for collection services. Discussion followed as to the selection of the contractor, how collections were monitored by the City, and when collections were turned over to the contractor. Treasurer Bell responded to Alderman Rucker's inquiry that collections were used for other billings besides ambulance such as utilities.

Mayor Olivarri presented the first reading of Bill No. 18-38 to become Ordinance 18.38 by title only. It was noted that Bill No. 18-38 to become Ordinance 18.38 had been available for public review.

Alderman Bethurem moved to approve the first reading of Bill No. 18-38 to become Ordinance 18.38 as presented. Alderman Ross seconded the motion which was voted on and unanimously passed by a voice vote.

Communications from Members of the Board of Aldermen.
Alderman Bethurem stated that he had been working with members of Central Bank, Lake Regional Hospital, and the YMCA regarding building a pool in Osage Beach and wanted to know if the Board was interested in the idea and staff could assist with their expertise and/or if the Citizen Advisory Committee should be convened to determine

citizen interest. General discussion followed as to location, funding, maintenance, as well as short-term and long-term objectives for the project. City Attorney Ed Rucker requested an Operating Agreement which had been used by other groups with other YMCAs be shared with the City for review. Alderman Bethurem stated the YMCA had entered into many of these types of Operating Agreements throughout the Midwest and he would be able to obtain a copy for his review. In response to Mayor Olivarri's concerns about the possible need too reprioritize work if staff was assigned this project, Alderman Bethurem stated he did not expect any staff involvement until March or April of 2019 because of the upcoming budget process and on-going commitments.

Mayor Olivarri asked for a voice vote in the affirmative if the Alderman were in favor in requesting staff to move forward with the idea of a pool to develop additional information. All voted in favor.

Staff Communications.

City Administrator Jeana Woods distributed a memo to the Board regarding the Sewer Development Charge (SDC) Annual Review per Section 710.410.1.1-6 and provided a brief review of why the memo is required and that no changes were requested to the ordinance.

City Administrator Woods reminded the Board that the upcoming Budget Workshops were schedule for the end of October and beginning of November. City Administrator Woods noted that she had inquired of the Board if they wished to get together in August for a pre-budget work session which would provide staff additional direction. Following a general discussion on the topic of a pre-budget work session it was the general consensus of the Board to add a Discussion Item regarding Budget Planning to the August 16, 2018 Regular Board Meeting and that no additional pre-budget work session would be needed in August.

Police Chief Todd Davis reminded the Board that a Retirement Celebration for Joanne Blackburn of our Ambulance Division would be held July 26th from 2-4 at City Hall.

Public Works Director Nick Edelman noted that at a recent Transportation Committee Meeting MoDOT had stated that they were aware of the "bump" on Highway 54 and they were working on a solution.

Adjourn.

There being no further business to come before the Board, the meeting adjourned at 6:50 p.m.

DRAFT

I, Cynthia Lambert, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on July 19, 2018.

Cynthia Lambert, City Clerk

John Olivarri, Mayor

CITY OF OSAGE BEACH
BILLS LIST
August 2, 2018

Bills Paid Prior to Board Meeting	**457,199.98**
Payroll Paid Prior to Board Meeting	**128,354.38**
SRF Transfer Prior to Board Meeting	**242,866.71**
TIF Transfer Dierbergs	**80,144.00**
TIF Transfer Prewitt's Pt	**224,093.59**
Bills Pending Board Approval	**483,635.78**
Total Expenses	**1,616,294.44**

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PR DEDUCTIONS	8,388.56
			ADJUST PR DEDUCTIONS	37.20-
			ADJUST PR DEDUCTIONS	22.22
			Dental Insurance Premiums	481.46
			Dental Insurance Premiums	481.46
			Health Insurance Contribut	765.24
			Health Insurance Contribut	765.24
			Health Insurance Contribut	417.45
			Health Insurance Contribut	417.45
			Vision Insurance Contribut	118.36
			Vision Insurance Contribut	118.36
			Vision Insurance Contribut	20.68
			Vision Insurance Contribut	20.68
			Vision Insurance Contribut	64.09
			Vision Insurance Contribut	64.09
		FAMILY SUPPORT PAYMENT CENTER	Case #81106219	150.00
			Case #31550944	138.46
			Cse #16CMDR00112	173.08
		MO DEPT OF REVENUE	State Withholding	2,744.00
		INTERNAL REVENUE SERVICE	Fed WH	9,582.57
			FICA	6,861.03
			Medicare	1,604.62
		LEGALSHIELD	ADJUST PAYROLL DEDUCTIONS	0.04-
			Pre-Paid Legal Premiums	77.74
			Pre-Paid Legal Premiums	77.74
		ICMA	Loan Repayment	365.59
			Loan Repayment	170.36
			Loan Repayment	182.93
			Loan Repayment	233.04
			Retirment 457 &	888.39
			Retirement 457	1,210.00
			Loan Repayments	81.88
			Loan Repayments	889.43
			Loan Repayments	207.35
			Loan Repayments	144.72
			Loan Repayments	432.53
			Loan Repayments	209.74
			Loan Repayments	16.99
			Loan Repayments	47.57
			Loan Repayments	351.32
			Retirment Roth IRA %	164.31
			Retirement Roth IRA	290.00
		CAMDEN COUNTY ASSOC COURT	OTHER AGENCY CASH BOND	500.00
			OTHER AGENCY CASH BOND	550.00
			OTHER AGENCY CASH BOND	500.00
			OTHER AGENCY CASH BOND	300.00
		COLONIAL LIFE & ACCIDENT	ADJUST PR DEDUCTIONS	0.01-
			Colonial Supplemental Insu	30.86
			Colonial Supplemental Insu	30.86
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	1,370.14
			American Fidelity	1,370.14
			Amerian Fidelity	812.26
			Amerian Fidelity	812.26
			ADJUST PAYROLL DEDUCTIONS	910.44
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	ADJUST PAYROLL DEDUCTIONS	269.16
			Flexible Spending Accts -	64.58

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Flexible Spending Accts -	64.58
		TEXAS LIFE INSURANCE CO	ADJUST PR DEDUCTIONS	0.01-
			Texas Life After Tax	101.15
			Texas Life After Tax	101.15
		HSA BANK	HSA Contribution	135.00
			HSA Family/Dep. Contributi	1,852.66
		PRINCIPAL LIFE INSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	18.26
			ADJUST PAYROLL DEDUCTIONS	110.84-
			Group Life Ins and Buy Up	80.56
			Group Life Ins and Buy Up	80.56
			Group Life Ins and Buy Up	25.00
			Group Life Ins and Buy Up	25.00
		US DEPARTMENT OF EDUCATION	#1028145744	277.28
		ONE TIME VENDOR	Bond Refund:180096784-01	200.00
			Bond Refund:180096785-01	80.00
			TOTAL:	49,854.53
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	168.43
			Medicare	39.42
		ICMA	Retirement 401	163.00
		RUCKER, KEVIN	2018/2019 MEDICAL REIMB	250.00
		CHISHOLM, DON	PLANNING COMMISSION MEETIN	25.00
		RAND, ROGER	PLANNING COMMISSION MEETIN	25.00
		KIRN, TONY	PLANNING COMMISSION MEETIN	25.00
		BLAIR, ALAN	PLANNING COMMISSION MEETIN	25.00
		BOWMAN, KAREN	BOARD OF ZONING ADJ MEETIN	25.00
		O'KEEFE, GLORIA	BOARD OF ZONING ADJ MEETIN	25.00
		JONES, LARRY	BOARD OF ZONING ADJ MEETIN	25.00
		GROSS, RANDY	BOARD OF ZONING ADJ MEETIN	25.00
		MAYER, LOUIS	BOARD OF ZONING ADJ MEETIN	25.00
		STURN, DON	PLANNING COMMISSION MEETIN	25.00
			TOTAL:	870.85
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	35.45
			Medicare	8.29
			TOTAL:	43.74
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	59.54
			Dental Insurance Premiums	59.54
			Health Insurance Contribut	1,058.34
			Health Insurance Contribut	1,058.34
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	10.78
		INTERNAL REVENUE SERVICE	FICA	405.71
			Medicare	94.88
		ICMA	Retirement 401	402.62
		HSA BANK	HSA Family/Dep. Contributi	150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.14
			Group Dependent Life Ins	2.14
			Group Life Ins and Buy Up	15.60
			Group Life Ins and Buy Up	15.60
			Short Term Disability Ins	11.60
			Short Term Disability Ins	11.60
			TOTAL:	3,369.21
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	59.54

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premiums	59.54
			Health Insurance Contribut	451.76
			Health Insurance Contribut	451.76
			Vision Insurance Contribut	7.54
			Vision Insurance Contribut	7.54
		INTERNAL REVENUE SERVICE	FICA	219.76
			Medicare	51.40
		ICMA	Retirement 401	221.28
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	10.42
			Flexible Spending Accts -	10.42
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.14
			Group Dependent Life Ins	2.14
			Group Life Ins and Buy Up	3.78
			Group Life Ins and Buy Up	3.78
			Group Life Ins and Buy Up	4.11
			Group Life Ins and Buy Up	4.11
			Short Term Disability Ins	11.60
			Short Term Disability Ins	11.60
			TOTAL:	1,669.22
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	89.31
			Dental Insurance Premiums	89.31
			Health Insurance Contribut	201.30
			Health Insurance Contribut	201.30
			Health Insurance Contribut	529.17
			Health Insurance Contribut	529.17
			Health Insurance Contribut	451.76
			Health Insurance Contribut	451.76
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	7.54
			Vision Insurance Contribut	7.54
		BANKCARD SERV 0857	MAPERS MEMBERSHIP-K.BELL	50.00
		INTERNAL REVENUE SERVICE	FICA	557.50
			Medicare	130.38
		ICMA	Retirement 401	549.88
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	5.35
			Group Dependent Life Ins	5.35
			Group Life Ins and Buy Up	11.34
			Group Life Ins and Buy Up	11.34
			Group Life Ins and Buy Up	12.95
			Group Life Ins and Buy Up	12.95
			Short Term Disability Ins	17.40
			Short Term Disability Ins	17.40
			Short Term Disabiilty Ins	10.53
			Short Term Disabiilty Ins	10.53
			TOTAL:	4,163.12
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.77
			Dental Insurance Premiums	29.77
			Health Insurance Contribut	529.17

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	529.17
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
		INTERNAL REVENUE SERVICE	FICA	95.54
			Medicare	22.34
		ICMA	Retirement 401	97.48
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	3.78
			Group Life Ins and Buy Up	3.78
			Short Term Disability Ins	5.80
			Short Term Disability Ins	5.80
			TOTAL:	1,440.32
City Attorney	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.77
			Dental Insurance Premiums	29.77
			Health Insurance Contribut	529.17
			Health Insurance Contribut	529.17
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
		INTERNAL REVENUE SERVICE	FICA	331.14
			Medicare	77.44
		ICMA	Retirement 401	323.99
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	12.57
			Group Life Ins and Buy Up	12.57
			Short Term Disability Ins	5.80
			Short Term Disability Ins	5.80
			TOTAL:	1,975.11
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	74.42
			Dental Insurance Premiums	74.42
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	201.30
			Health Insurance Contribut	201.30
			Health Insurance Contribut	1,058.34
			Health Insurance Contribut	1,058.34
			Health Insurance Contribut	225.87
			Health Insurance Contribut	225.88
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.88
			Vision Insurance Contribut	1.89
		INTERNAL REVENUE SERVICE	FICA	413.57
			Medicare	96.72
		ICMA	Retirement 401	409.41
		WEX INC	BLDG DEPT FUEL	272.76
			BLDG-VEH MAINT	6.00
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	187.50

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.60
			Group Dependent Life Ins	1.61
			Group Life Ins and Buy Up	5.67
			Group Life Ins and Buy Up	5.67
			Group Life Ins and Buy Up	3.72
			Group Life Ins and Buy Up	3.72
			Short Term Disability Ins	17.40
			Short Term Disability Ins	17.40
			Short Term Disabiilty Ins	2.46
			Short Term Disabiilty Ins	2.46
			TOTAL:	4,668.31
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 6/13-7/15/18	25.39
			CITY HALL 6/13-7/15/18	8,052.19
		INTERNAL REVENUE SERVICE	FICA	53.94
			Medicare	12.62
		LOWE'S	LIGHT BULBS,CLAMP & DUCT T	53.03
			BAR CLAMP & CIRULAR SAW	193.78
			20FT LADDER	197.12
			SQUEEGEE	36.95
			TOTAL:	8,625.02
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	30.44
			Dental Insurance Premiums	31.29
			Dental Insurance Premium	34.16
			Dental Insurance Premium	34.16
			Health Insurance Contribut	402.60
			Health Insurance Contribut	407.59
			Health Insurance Contribut	529.17
			Health Insurance Contribut	529.17
			Health Insurance Contribut	10.11
			Health Insurance Contribut	11.79
			Vision Insurance Contribut	0.13
			Vision Insurance Contribut	5.67
			Vision Insurance Contribut	5.67
			Vision Insurance Contribut	0.08
			Vision Insurance Contribut	0.10
		FECHTEL BEVERAGE & SALES INC	BEER RETURN	148.00-
			BEER FOR CONCESSIONS	444.40
		INTERNAL REVENUE SERVICE	FICA	420.56
			Medicare	98.35
		ICMA	Retirement 401	260.14
		LOWE'S	CABLE TIES & SPRING LINK	41.54
			DRILL PRESS	113.05
			DRILL BIT	2.93
			UBOLT	14.45
			TAPE MEASURES	26.71
			PROPANE TANK EXCHANGE	42.69
			RETURN SPRING LINK	28.30-
			MENDING PLATE & BUG SPRAY	35.30
			IRRIGATION PARTS	3.28
			IRRIGATION PARTS	30.15
			IRRIGATION REPAIRS	21.00
			BOWL BRUSH	3.78
			SOCKET	2.83
			SHARPIE	4.26

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SCREWDRIVER BIT	2.93
			DRILL BIT	12.32
			COUPLING FITTING	15.92
		WEX INC	PARK DEPT FUEL	842.52
		AMEREN MISSOURI	LOWER DIAMOND LTS 6/6-7/8/	32.17
			PEANICK BALL PRK LTS 6/6-7	25.39
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.09
			Group Dependent Life Ins	1.13
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	4.65
			Group Life Ins and Buy Up	4.77
			Short Term Disability Ins	11.73
			Short Term Disability Ins	11.89
			Short Term Disabiilty Ins	4.16
			Short Term Disabiilty Ins	4.16
		BLAIR, JERRY LYNN JR	UMPIRE 3 GAMES 6/11/18	60.00
			TOTAL:	4,621.20
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.77
			Dental Insurance Premiums	29.77
			Health Insurance Contribut	451.76
			Health Insurance Contribut	451.76
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		BANKCARD SERV 0857	PEDOMETERS FOR WOWSA DAY	63.55
		HY-VEE FOOD & DRUG STORES INC	FOOD FOR WOWSA DAY	726.21
		INTERNAL REVENUE SERVICE	FICA	136.16
			Medicare	31.84
		ICMA	Retirement 401	137.79
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	4.58
			Group Life Ins and Buy Up	4.58
			Short Term Disability Ins	5.80
			Short Term Disability Ins	5.80
			TOTAL:	2,164.05
Overhead	General Fund	MIDWEST PUBLIC RISK OF MISSOURI	CLERCAL/PD WC 7/1/18-6/30/	90,690.17
		WEX INC	CITY HALL GPS	350.00
		ONE TIME VENDOR RETTER, RIIAN	RETTER, RIIAN:DAMAGED PHON	225.00
			TOTAL:	91,265.17
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	535.58
			Dental Insurance Premiums	534.73
			Dental Insurance Premium	119.56
			Dental Insurance Premium	119.56
			Health Insurance Contribut	1,006.50
			Health Insurance Contribut	1,001.51
			Health Insurance Contribut	5,298.55
			Health Insurance Contribut	5,298.65
			Health Insurance Contribut	3,603.97
			Health Insurance Contribut	3,602.29

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	59.36
			Vision Insurance Contribut	59.23
			Vision Insurance Contribut	7.56
			Vision Insurance Contribut	7.56
			Vision Insurance Contribut	30.08
			Vision Insurance Contribut	30.06
		INTERNAL REVENUE SERVICE	FICA	2,970.45
			Medicare	694.71
		ICMA	Retirement 401	2,887.69
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity	9.95
			Amerian Fidelity	9.95
		WEX INC	POLICE DEPT FUEL	5,050.61
			POLICE DEPT CAR WASHES	171.22
		HSA BANK	HSA Contribution	187.50
			HSA Family/Dep. Contributi	1,351.04
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	24.59
			Group Dependent Life Ins	24.55
			Group Life Ins and Buy Up	60.48
			Group Life Ins and Buy Up	60.48
			Group Life Ins and Buy Up	53.45
			Group Life Ins and Buy Up	53.33
			Short Term Disability Ins	127.55
			Short Term Disability Ins	127.39
			Short Term Disabiilty Ins	19.65
			Short Term Disabiilty Ins	19.65
			TOTAL:	35,218.99
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	148.46
			Dental Insurance Premiums	148.46
			Dental Insurance Premium	34.16
			Dental Insurance Premium	34.16
			Health Insurance Contribut	402.60
			Health Insurance Contribut	402.60
			Health Insurance Contribut	1,580.66
			Health Insurance Contribut	1,580.56
			Health Insurance Contribut	451.76
			Health Insurance Contribut	451.76
			Vision Insurance Contribut	21.49
			Vision Insurance Contribut	21.49
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		AT & T/CITY HALL	SERV 6/23-7/22/18	1,101.53
		INTERNAL REVENUE SERVICE	FICA	691.99
			Medicare	161.84
		ICMA	Retirement 401	632.52
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	373.96
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	22.68
			Group Life Ins and Buy Up	22.68
			Short Term Disability Ins	34.72

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Short Term Disability Ins	34.72
			Short Term Disabiilty Ins	9.71
			Short Term Disabiilty Ins	9.71
			TOTAL:	8,491.58
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.66
			Dental Insurance Premiums	44.66
			Health Insurance Contribut	677.65
			Health Insurance Contribut	677.64
			Vision Insurance Contribut	5.66
			Vision Insurance Contribut	5.65
		INTERNAL REVENUE SERVICE	FICA	194.17
			Medicare	45.41
		ICMA	Retirement 401	191.97
		HSA BANK	HSA Family/Dep. Contributi	112.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.61
			Group Dependent Life Ins	1.60
			Group Life Ins and Buy Up	1.89
			Group Life Ins and Buy Up	1.89
			Group Life Ins and Buy Up	5.30
			Group Life Ins and Buy Up	5.30
			Short Term Disability Ins	5.80
			Short Term Disability Ins	5.80
			Short Term Disabiilty Ins	2.46
			Short Term Disabiilty Ins	2.46
			TOTAL:	2,034.08
Information Technology	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	451.76
			Health Insurance Contribut	451.76
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		INTERNAL REVENUE SERVICE	FICA	166.66
			Medicare	38.98
		ICMA	Retirement 401	164.83
		AT&T INTERNET/IP SERVICES	SERV 7/5-8/4/18	128.97
		AT&T MOBILITY-CELLS	SERV 5/13-6/12/18	1,007.52
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	4.35
			Group Life Ins and Buy Up	4.35
			Short Term Disability Ins	5.80
			Short Term Disability Ins	5.80
			TOTAL:	2,549.62
NON-DEPARTMENTAL	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	84.38
			Dental Insurance Premiums	84.38
			Health Insurance Contribut	48.46
			Health Insurance Contribut	48.46
			Health Insurance Contribut	111.34
			Health Insurance Contribut	111.34
			Health Insurance Premiums	241.34
			Health Insurance Premiums	241.34
			Vision Insurance Contribut	3.59

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	3.59
			Vision Insurance Contribut	5.02
			Vision Insurance Contribut	5.02
			Vision Insurance Contribut	13.85
			Vision Insurance Contribut	13.85
		MILLER CO CLERK	18ML-AC00021, 18-GARN931	76.13
		MO DEPT OF REVENUE	State Withholding	238.74
		INTERNAL REVENUE SERVICE	Fed WH	988.95
			FICA	905.63
			Medicare	211.79
		LEGALSHIELD	Pre-Paid Legal Premiums	3.22
			Pre-Paid Legal Premiums	3.22
		ICMA	Retirment 457 &	330.30
			Retirement 457	213.21
			Loan Repayments	44.36
			Loan Repayments	33.64
			Retirement Roth IRA	65.80
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	102.95
			American Fidelity	102.95
			Amerian Fidelity	24.11
			Amerian Fidelity	24.11
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	12.62
			Texas Life After Tax	12.62
		HSA BANK	HSA Contribution	33.50
			HSA Family/Dep. Contributi	318.22
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	12.06
			Group Life Ins and Buy Up	12.06
			TOTAL:	4,786.15
Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	198.26
			Dental Insurance Premiums	198.25
			Dental Insurance Premium	22.89
			Dental Insurance Premium	22.89
			Health Insurance Contribut	269.74
			Health Insurance Contribut	269.74
			Health Insurance Contribut	703.80
			Health Insurance Contribut	703.80
			Health Insurance Contribut	1,807.02
			Health Insurance Contribut	1,807.05
			Health Insurance Premiums	526.76
			Health Insurance Premiums	526.76
			Vision Insurance Contribut	3.61
			Vision Insurance Contribut	3.61
			Vision Insurance Contribut	5.05
			Vision Insurance Contribut	5.05
			Vision Insurance Contribut	13.83
			Vision Insurance Contribut	13.83
		INTERNAL REVENUE SERVICE	FICA	905.62
			Medicare	211.83
		ICMA	Retirement 401	793.38
		LOWE'S	REPAIR IRRIGATION ON BENTW	22.91
			REPAIR IRRIGATION ON BENTW	27.75
			RETURN CONCRETE PALLET	14.39-
			CONCRETE FOR BEACH DR	200.64
			PAINT ROLLERS	14.19
		MIDWEST PUBLIC RISK OF MISSOURI	STREET DEPT WC 7/1/18-6/30	24,844.99

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	3.54
			American Fidelity	3.54
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	13.86
			Flexible Spending Accts -	13.86
		WCA WASTE CORPORATION	PORTA POTTY FOR MACE RD	61.99
		PHILLIPS, MITCHELL	SAFETY BOOTS - M. PHILLIPS	65.61
		WEX INC	ENG -TRANS FUEL	76.37
			TRANS DEPT FUEL	2,575.10
			TRANS GPS	316.75
		AMEREN MISSOURI	KK DR LTG 6/1-7/2/18	118.61
			ST LT SERV 6/1-7/1/18	4,010.56
			CUST OWNED ST LTS 6/1-7/1/	1,503.66
		HSA BANK	HSA Contribution	50.25
			HSA Family/Dep. Contributi	399.75
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	8.57
			Group Dependent Life Ins	8.57
			Group Life Ins and Buy Up	22.77
			Group Life Ins and Buy Up	22.77
			Group Life Ins and Buy Up	14.17
			Group Life Ins and Buy Up	14.17
			Short Term Disability Ins	46.39
			Short Term Disability Ins	46.39
			Short Term Disabiilty Ins	7.17
			Short Term Disabiilty Ins	7.17
			TOTAL:	43,520.45
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	71.58
			Dental Insurance Premiums	71.58
			Health Insurance Contribut	84.91
			Health Insurance Contribut	84.91
			Health Insurance Contribut	55.37
			Health Insurance Contribut	55.37
			Vision Insurance Contribut	14.32
			Vision Insurance Contribut	14.32
			Vision Insurance Contribut	1.24
			Vision Insurance Contribut	1.24
			Vision Insurance Contribut	6.25
			Vision Insurance Contribut	6.25
		MILLER CO CLERK	18ML-AC00021, 18-GARN931	76.13
		MO DEPT OF REVENUE	State Withholding	186.81
		INTERNAL REVENUE SERVICE	Fed WH	760.96
			FICA	713.13
			Medicare	166.79
		LEGALSHIELD	Pre-Paid Legal Premiums	3.13
			Pre-Paid Legal Premiums	3.13
		ICMA	Retirement 457 &	65.40
			Retirement 457	126.46
			Loan Repayments	58.43
			Loan Repayments	16.08
			Loan Repayments	24.02
			Loan Repayments	52.79
			Loan Repayments	9.88
			Retirement Roth IRA	64.35
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	109.99
			American Fidelity	109.99
			Amerian Fidelity	49.03

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Amerian Fidelity	49.03
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	12.24
			Texas Life After Tax	12.24
		HSA BANK	HSA Contribution	8.25
			HSA Family/Dep. Contributi	53.46
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	12.06
			Group Life Ins and Buy Up	12.06
			TOTAL:	3,223.18
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	168.19
			Dental Insurance Premiums	168.18
			Dental Insurance Premium	22.72
			Dental Insurance Premium	22.72
			Health Insurance Contribut	267.73
			Health Insurance Contribut	267.73
			Health Insurance Contribut	1,232.97
			Health Insurance Contribut	1,232.97
			Health Insurance Contribut	899.00
			Health Insurance Contribut	899.01
			Vision Insurance Contribut	14.34
			Vision Insurance Contribut	14.34
			Vision Insurance Contribut	1.25
			Vision Insurance Contribut	1.25
			Vision Insurance Contribut	6.25
			Vision Insurance Contribut	6.25
		INTERNAL REVENUE SERVICE	FICA	713.14
			Medicare	166.81
		ICMA	Retirement 401	708.34
		BRENNTAG MID SOUTH INC	FLOURIDE & CHLORINE	1,400.00
		LOWE'S	BLEACH	21.13
			MEASURE TAPE, HAMMERS,GAUG	61.67
			PLUG FOR ANALYZER	9.44
			REPAIR BLUFF ANALYZER	30.34
			GEAR DRIVE ROTOR	10.43
		MIDWEST PUBLIC RISK OF MISSOURI	WATER DEPT WC 7/1/18-6/30/	13,022.59
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	3.44
			American Fidelity	3.44
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	3.44
			Flexible Spending Accts -	3.44
		WEX INC	ENG -WATER FUEL	76.37
			WATER DEPT FUEL	1,382.23
			WATER GPS	141.75
		HSA BANK	HSA Contribution	49.88
			HSA Family/Dep. Contributi	324.01
		DEVORE, CALEB	MILEAGE REIMB 6/20-6/27/18	59.95
		PATTERSON, JOHN	MILEAGE REIMB 7/4-7/10/18	75.21
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	7.46
			Group Dependent Life Ins	7.46
			Group Life Ins and Buy Up	22.65
			Group Life Ins and Buy Up	22.65
			Group Life Ins and Buy Up	6.64
			Group Life Ins and Buy Up	6.64
			Short Term Disability Ins	28.88
			Short Term Disability Ins	28.88
			Short Term Disabiilty Ins	12.13
			Short Term Disabiilty Ins	12.13

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SES INFRASTRUCTURE SERVICES LLC	WATER TOWER IMPROVEMENT PR	60,413.00
			TOTAL:	84,060.47
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	97.44
			Dental Insurance Premiums	97.44
			Health Insurance Contribut	158.15
			Health Insurance Contribut	158.15
			Health Insurance Contribut	83.76
			Health Insurance Contribut	83.76
			Vision Insurance Contribut	19.75
			Vision Insurance Contribut	19.75
			Vision Insurance Contribut	5.02
			Vision Insurance Contribut	5.02
			Vision Insurance Contribut	6.29
			Vision Insurance Contribut	6.29
		MILLER CO CLERK	18ML-AC00021, 18-GARN931	78.43
		MO DEPT OF REVENUE	State Withholding	418.45
		INTERNAL REVENUE SERVICE	Fed WH	1,423.30
			FICA	1,045.79
			Medicare	244.62
		LEGALSHIELD	Pre-Paid Legal Premiums	3.13
			Pre-Paid Legal Premiums	3.13
		ICMA	Retirement 457 &	94.93
			Retirement 457	228.52
			Loan Repayments	45.71
			Loan Repayments	21.11
			Loan Repayments	21.24
			Loan Repayments	104.27
			Retirement Roth IRA	64.85
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	161.99
			American Fidelity	161.99
			Amerian Fidelity	37.91
			Amerian Fidelity	37.91
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	27.74
			Texas Life After Tax	27.74
		HSA BANK	HSA Contribution	8.25
			HSA Family/Dep. Contributi	350.31
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	12.42
			Group Life Ins and Buy Up	12.42
			TOTAL:	5,376.98
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	228.95
			Dental Insurance Premiums	228.97
			Dental Insurance Premium	22.71
			Dental Insurance Premium	22.71
			Health Insurance Contribut	267.73
			Health Insurance Contribut	267.73
			Health Insurance Contribut	2,296.59
			Health Insurance Contribut	2,296.59
			Health Insurance Contribut	1,359.82
			Health Insurance Contribut	1,359.78
			Vision Insurance Contribut	19.78
			Vision Insurance Contribut	19.78
			Vision Insurance Contribut	5.04
			Vision Insurance Contribut	5.04
			Vision Insurance Contribut	6.31

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	6.31
		INTERNAL REVENUE SERVICE	FICA	1,045.79
			Medicare	244.56
		ICMA	Retirement 401	1,039.80
		LOWE'S	SPADE SHOVELS	53.16
			CANNED AIR	19.89
			ODOR CONTROL FITTINGS	6.76
		MIDWEST PUBLIC RISK OF MISSOURI	SEWER DEPT WC 7/1/18-6/30/	12,921.11
		EARP, NATHAN	MILEAGE REIMB 7/4-7/11/18	88.29
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	3.44
			American Fidelity	3.44
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	3.54
			Flexible Spending Accts -	3.54
		DUNCAN, CHRIS	MILEAGE REIMB 7/4-7/11/18	34.33
		WEX INC	ENG -SEWER FUEL	76.37
			SEWER DEPT FUEL	2,233.74
			SEWER GPS	216.50
		AMEREN MISSOURI	CLEARWOOD LN 6/4-7/4/18	13.85
			GRINDER STATIONS & LIFT PU	5,177.28
		HSA BANK	HSA Contribution	49.87
			HSA Family/Dep. Contributi	551.24
		WALKER, DUSTIN	MILEAGE REIMB 6/27-7/3/18	13.08
			MILEAGE REIMB 7/11-7/17/18	15.70
		PATTERSON, JOHN	MILEAGE REIMB 7/4-7/10/18	25.07
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	9.65
			Group Dependent Life Ins	9.65
			Group Life Ins and Buy Up	26.40
			Group Life Ins and Buy Up	26.40
			Group Life Ins and Buy Up	11.43
			Group Life Ins and Buy Up	11.43
			Short Term Disability Ins	34.93
			Short Term Disability Ins	34.93
			Short Term Disabiilty Ins	18.38
			Short Term Disabiilty Ins	18.38
		DIBBEN, CLINT	MILEAGE REIMB 7/11-7/17/18	34.88
			TOTAL:	32,490.65
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	38.01
			Dental Insurance Premiums	38.01
			Health Insurance Contribut	72.88
			Health Insurance Contribut	72.88
			Vision Insurance Contribut	10.76
			Vision Insurance Contribut	10.76
			Vision Insurance Contribut	3.76
			Vision Insurance Contribut	3.76
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		MO DEPT OF REVENUE	State Withholding	255.00
		INTERNAL REVENUE SERVICE	Fed WH	843.15
			FICA	751.19
			Medicare	175.69
		ICMA	Retirment 457 &	73.30
			Retirement 457	15.00
			Loan Repayments	122.24
			Loan Repayments	14.14
		ALL-CAL COLLECTION SERVICES INC	COLLECTION FEES	516.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	70.00
			American Fidelity	70.00
			Amerian Fidelity	54.48
			Amerian Fidelity	54.48
		LACLEDE COUNTY CIRCUIT CLERK	Case No. #11LA-AC00632	85.74
			Case No,. 14LA-AC00228	77.17
		HSA BANK	HSA Family/Dep. Contributi	125.00
			TOTAL:	3,561.23
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	89.31
			Dental Insurance Premiums	89.31
			Dental Insurance Premium	34.16
			Dental Insurance Premium	34.16
			Health Insurance Contribut	402.60
			Health Insurance Contribut	402.60
			Health Insurance Contribut	1,058.34
			Health Insurance Contribut	1,058.34
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		INTERNAL REVENUE SERVICE	FICA	751.19
			Medicare	175.69
		ICMA	Retirement 401	568.86
		MIDWEST PUBLIC RISK OF MISSOURI	AMB DEPT WC 7/1/18-6/30/19	23,085.94
		AMBULANCE REIMBURSEMENT SYSTEMS INC	JUNE AMBULANCE REIMBURSEME	1,291.06
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity	10.42
			Amerian Fidelity	10.42
		WEX INC	AMB FUEL	532.00
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	6.42
			Group Dependent Life Ins	6.42
			Group Life Ins and Buy Up	18.90
			Group Life Ins and Buy Up	18.90
			Group Life Ins and Buy Up	3.97
			Group Life Ins and Buy Up	3.97
			Short Term Disability Ins	23.20
			Short Term Disability Ins	23.20
			Short Term Disabiilty Ins	9.24
			Short Term Disabiilty Ins	9.24
		SWEEZER, CHARLES	MEAL REIMB-MO EMS CONFEREN	65.00
			TOTAL:	30,044.52
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	20.27
			Dental Insurance Premiums	21.15
			Health Insurance Contribut	36.44
			Health Insurance Contribut	36.44
			Health Insurance Contribut	16.70
			Health Insurance Contribut	18.63
			Vision Insurance Contribut	13.99
			Vision Insurance Contribut	14.36
			Vision Insurance Contribut	1.88
			Vision Insurance Contribut	1.88

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MO DEPT OF REVENUE	State Withholding	63.80
		INTERNAL REVENUE SERVICE	Fed WH	237.73
			FICA	317.54
			Medicare	74.25
		ICMA	Retirement 457	89.00
			Loan Repayments	38.55
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	30.77
			American Fidelity	32.99
			Amerian Fidelity	20.57
			Amerian Fidelity	22.94
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	7.88
			Texas Life After Tax	7.88
			TOTAL:	1,125.64
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	47.63
			Dental Insurance Premiums	49.70
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	201.30
			Health Insurance Contribut	201.30
			Health Insurance Contribut	529.17
			Health Insurance Contribut	529.17
			Health Insurance Contribut	271.06
			Health Insurance Contribut	302.38
			Vision Insurance Contribut	14.01
			Vision Insurance Contribut	14.39
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.89
		AMEREN MISSOURI	LCF RD WELL 6/8-7/10/18	11.24
			LCF RUNWAY LTS 5/30-6/27/1	58.32
			LCF TERMINAL BLDG 6/8-7/10	609.20
			LCF HANGAR 2 6/8-7/10/18	50.59
			LCF NEW HANGAR	63.91
		INTERNAL REVENUE SERVICE	FICA	317.54
			Medicare	74.25
		ICMA	Retirement 401	277.34
		LOWE'S	HERCULES TAPE	3.80
		MIDWEST PUBLIC RISK OF MISSOURI	LCF AIRPORT WC 7/1/18-6/30	9,008.91
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
		WEX INC	LCF FUEL	81.40
			LCF GPS	50.00
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	120.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.78
			Group Dependent Life Ins	2.86
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	7.27
			Group Life Ins and Buy Up	7.61
			Short Term Disability Ins	9.28
			Short Term Disability Ins	9.68
			Short Term Disabiilty Ins	8.57
			Short Term Disabiilty Ins	8.57
			TOTAL:	13,054.63

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	30.41
			Dental Insurance Premiums	29.53
			Health Insurance Contribut	66.79
			Health Insurance Contribut	64.86
			Vision Insurance Contribut	2.15
			Vision Insurance Contribut	1.78
			Vision Insurance Contribut	7.54
			Vision Insurance Contribut	7.54
		MO DEPT OF REVENUE	State Withholding	39.20
		INTERNAL REVENUE SERVICE	Fed WH	152.60
			FICA	196.66
			Medicare	46.00
		ICMA	Retirement 457	30.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	28.15
			American Fidelity	25.93
			Amerian Fidelity	13.71
			Amerian Fidelity	11.34
			TOTAL:	754.19
Grand Glaize Airport	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	71.45
			Dental Insurance Premiums	69.38
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	1,084.22
			Health Insurance Contribut	1,052.90
			Vision Insurance Contribut	2.16
			Vision Insurance Contribut	1.78
			Vision Insurance Contribut	7.54
			Vision Insurance Contribut	7.54
		INTERNAL REVENUE SERVICE	FICA	196.66
			Medicare	46.00
		ICMA	Retirement 401	182.20
		MIDWEST PUBLIC RISK OF MISSOURI	GG AIRPORT WC 7/1/18-6/30/	9,008.91
		CHARTER COMMUNICATIONS HOLDING CO LLC	SERV 7/16-8/15/18	83.15
		WEX INC	GG FUEL	76.53
			GG GPS	25.01
		HSA BANK	HSA Family/Dep. Contributi	180.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.57
			Group Dependent Life Ins	2.49
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	1.97
			Group Life Ins and Buy Up	1.63
			Short Term Disability Ins	8.12
			Short Term Disability Ins	7.72
			Short Term Disabiilty Ins	4.28
			Short Term Disabiilty Ins	4.28
			TOTAL:	12,177.77

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT

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

10	General Fund	223,024.12
20	Transportation	48,306.60
30	Water Fund	87,283.65
35	Sewer Fund	37,867.63
40	Ambulance Fund	33,605.75
45	Lee C. Fine Airport Fund	14,180.27
47	Grand Glaize Airport Fund	12,931.96
	GRAND TOTAL:	457,199.98

TOTAL PAGES: 17

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	LAKE AREA CHAMBER OF COMMERCE	LUNCH & LEARN-OLIVARRI & R	30.00
			TOTAL:	30.00
City Treasurer	General Fund	DATA FLOW	COMBINED FUND ACCT CHECKS	329.11
		STAPLES BUSINESS ADVANTAGE	FOLDERS,HIGHLIGHTERS,PEN,F	27.00
			TOTAL:	356.11
City Attorney	General Fund	THOMSON REUTERS - WEST	JUNE INFORMATION CHARGES	330.00
			TOTAL:	330.00
Building Inspection	General Fund	STAPLES BUSINESS ADVANTAGE	SHARPIE	4.37
			TOTAL:	4.37
Building Maintenance	General Fund	EZARDS	SILICONE, CAULK & LIQUID N	12.17
		RC SHORT FLOOR CARE	QUARTERLY FLOOR CARE V.C.T	335.00
		ELECTRONICS UNLIMITED	TROUBLESHOOT EXT 247	70.00
		GB MAINTENANCE SUPPLY	PAPER TOWELS, TP, FORKS,SC	206.51
			TOILET PAPER	68.17
		SURECUT LAWNCARE LLC	JUNE GROUNDS MAINT & IRRG	2,186.43
		STAPLES BUSINESS ADVANTAGE	DISH SOAP,RENUZIT & SCOTCH	40.34
		CROWN LINEN SERVICE INC	CH FLOOR MATS	33.27
		CHEM-AQUA INC	JULY WATER TREATMENT PROGR	885.60
			TOTAL:	3,837.49
Parks	General Fund	ADVANCED TURF SOLUTIONS INC	FIELD MAINTENANCE	84.00
			FIELD MAINTENANCE	366.88
		WALMART COMMUNITY/GECRB	SUCKERS FOR CONCESSIONS	39.36
			CONCESSION SUPPLIES	39.38
			PITCHERS FOR CONCESSIONS	17.28
			COFFEE MAKER,JALEPENO	14.56
			CHEESE FOR CONCESSIONS	12.88
		PROFESSIONAL TURF PRODUCTS	SPARE PARTS FOR TORO	103.53
		FASTENAL CO	DRILL BIT	9.75
			DRILL BIT	33.39
		O'REILLY AUTOMOTIVE STORES INC	HITCH PIN	5.99
			MOTOR OIL	59.94
		LAKE RECHARGE & FIRE EQUIPMENT LLC	BACK FLO AT PEANICK PARK F	55.00
		COMMERCIAL & RESTAURANT EQUIP INC DBA	REPAIR UNDERCOUNTER FREEZE	325.00
			CREDIT TO USE FOR FREEZER	45.00-
		SHERWIN-WILLIAMS	GATE PAINT	9.98
		STAPLES BUSINESS ADVANTAGE	PAPER FOR RECEIPT PRINTER	62.50
		VIVCO ICE DESIGNS LLC DBA VIVCO ICE SY	FILTER, CLEANER & SANITIZE	159.46
			TOTAL:	1,353.88
Human Resources	General Fund	LAKE REGIONAL OCCUPATIONAL MEDICINE	RANDOM POOL TESTING	70.00
		MIDWEST PUBLIC RISK OF MISSOURI	SEMI ANNUAL LEXIPOL	977.00
		AMAZON CAPITAL SERVICES INC	SUPPLIES FOR WOWSA DAY	152.00
			SUPPLIES FOR WOWSA DAY	272.57
			TOTAL:	1,471.57
Overhead	General Fund	MIDWEST PUBLIC RISK OF MISSOURI	GASB SERVICES	3,000.00
		STAPLES BUSINESS ADVANTAGE	3 HOLE PAPER FOR EMP HANDB	54.90
		PITNEY BOWES BANK INC DBA PITNEY BOWES	GENERAL FUND POSTAGE RESER	630.00
			TOTAL:	3,684.90
Police	General Fund	McCLAIN RADAR SERVICE LLC	RADAR CERTIFICATION	880.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LEON UNIFORM CO INC	UNIFORM-J. JACKSON	888.00
		MO ST HWY PATROL LAW ENFORCEMENT ACADE	FIRST LINE SUPERVSN-B.MCCR	275.00
			FIRST LINE SUPERVISN-J. LI	275.00
		IMAGE QUEST	OVERAGE CHARGE 6/14-7/13/1	6.26
		DALE A DISTLER DBA	ARROW STICK, LIGHT BAR-PD	85.00
		BIG O TIRES AND SERVICE CENTERS	NEW TIRE - PD 22	170.21
		HEDRICK MOTIV WERKS LLC	CHECK 02 SENSOR & PWR STRG	30.00
			OIL CHNG & TIE ROTATE-PD 1	65.00
		STAPLES BUSINESS ADVANTAGE	COPY PAPER & POST-IT FLAGS	55.25
			AVERY LABELS & TONER	343.37
		XEROX CORPORATION DBA XEROX FINANCIAL	JULY LEASE PAYMENT	146.00
			TOTAL:	3,219.09
911 Center	General Fund	WALMART COMMUNITY/GECRB	SWIFFER	11.97
			32" TV	128.00
			RETURN 32" TV	128.00-
			43" SMART TV	278.00
			TOTAL:	289.97
Planning	General Fund	LAKE SUN LEADER 81525 & 1586450	P.H. JULY 18 SHELTON	90.00
			TOTAL:	90.00
Information Technology	General Fund	TYLER TECHNOLOGIES INC	EXECUTIME SET UP	656.25
		AMAZON CAPITAL SERVICES INC	FUSER KIT FOR PRINTER	189.95
			TOTAL:	846.20
Emergency Management	General Fund	WALMART COMMUNITY/GECRB	43" SMART TV	278.00
		OUTDOOR WARNING CONSULTING LLC	NEW BATTERIES FOR STORM SI	4,040.00
			TOTAL:	4,318.00
Economic Development	General Fund	WALMART COMMUNITY/GECRB	COCO THE MOVIE FOR NNO	19.96
		ONE TIME VENDOR ASCAP	ASCAP:MUSIC LICENSE FEE	203.00
			TOTAL:	222.96
Transportation	Transportation	EZARDS	PAINTING SUPPLIES FOR PARK	9.98
			PAINT SUPPLIES FOR PARKWAY	24.96
			DECK SPRAYER & PAINTBRUSH	26.98
			CONCRETE SEALER FOR BENTWO	7.59
		RP LUMBER INC	CONCRETE FOR SIGNS	39.90
		FASTENAL CO	SMALL TOOLS	23.87
		ARAMARK UNIFORM & CAREER APPAREL GROUP	TRANS DEPT UNIFORMS	47.32
			TRANS DEPT FLOOR MATS	11.10
			TRANS DEPT UNIFORMS	47.32
			TRANS DEPT FLOOR MATS	11.10
		GB MAINTENANCE SUPPLY	TRASH BAGS,TISSUE,CUPS,PPR	57.91
			TRASH BAGS & KLEENEX	37.58
		ECONO SIGNS & BARRICADE LLC	SIGNS	88.50
		NORTHERN SAFETY CO INC	SAFETY VESTS	11.65
		O'REILLY AUTOMOTIVE STORES INC	BACKUP ALARM - TRUCK 61	29.99
			MOTOR TREAT & LEAK SEAL-TR	47.94
			CARB KIT	18.04
		PRAIRIEFIRE COFFEE & ROASTERS	WATER COOLER RENTAL	35.00
			COFFEE & HOT COCOA	20.62
		CROWN POWER & EQUIPMENT	PARTS FOR FINISH MOWER	197.65
		CWD SUPPLY	MASONARY NAIL-BENTWOOD	3.20
		DAM STEEL SUPPLY	CULVERT & BAND FOR PEBBLE	181.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			REBAR FOR BENTWOOD SIDEWAL	33.00
		CORE & MAIN LP	FITTINGS FOR MACE RD	141.00
		PRECISION AUTO & TIRE SERVICE LLC	NEW FUSES, FIX A/C-TRK 54	205.35
		MAGRUDER LIMESTONE CO INC	GRAVEL FOR CEDAR VILLAGE	287.60
		STAPLES BUSINESS ADVANTAGE	COPY PAPER,BATTERIES,PENS	35.00
		PITNEY BOWES BANK INC DBA PITNEY BOWES	TRANS DEPT POSTAGE RESERVE	20.00
		BARTLETT & WEST INC	MACE RD PHASE 2 - 5/26-6/2	22,000.00
		METAL CULVERTS INC	CULVERTS FOR SWISS VILLAGE	567.30
		SELECTURF INC	GRASS SEED FOR PEBBLE LN	85.40
			GRASS SEED FOR BENTWOOD	30.80
			PALLET DEPOSIT	15.00-
		MCS RENTALS	ROLLER FOR SUNSET	726.00
			ROLLER FOR SUNSET	203.50-
			ROLLER FOR SUNSET	577.50
			TOTAL:	25,469.65
Water	Water Fund	EZARDS	PIPE THREAD, TAPE,COUPLING	33.70
			THREAD SEAL TAPE	10.03
		XEROX CORPORATION	JUNE BASE & PRINT CHARGES	83.99
		FASTENAL CO	GLOVES & SAFETY GLASSES	85.43
			GLOVES	3.49
		ARAMARK UNIFORM & CAREER APPAREL GROUP	WATER DEPT UNIFORMS	28.64
			WATER DEPT FLOOR MATS	11.09
			WATER DEPT UNIFORMS	28.64
			WATER DEPT FLOOR MATS	11.09
		GB MAINTENANCE SUPPLY	TRASH BAGS,TISSUE,CUPS,PPR	57.91
			TRASH BAGS & KLEENEX	37.57
		GOEHRI, GEORGE	AUG INS PREMIUM	49.70
		MO ONE CALL SYSTEM INC	LOCATES	68.90
		SCHULTE SUPPLY INC	50-5/8" METERS	8,747.50
		NORTHERN SAFETY CO INC	SAFETY VESTS	11.65
		O'REILLY AUTOMOTIVE STORES INC	TRACTOR FLUID	55.99
			EDGE TRIM	9.99
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE & HOT COCOA	20.61
		CORE & MAIN LP	REGULATOR	366.00
			PRESSURE REDUCING VALVE	533.73
			REGULATORS	732.00
			REGULATORS	768.36
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHNG & TIRE ROTATE-TRK	69.90
		STAPLES BUSINESS ADVANTAGE	COPY PAPER,BATTERIES,PENS	35.00
		PITNEY BOWES BANK INC DBA PITNEY BOWES	WATER DEPT POSTAGE RESERVE	170.00
			TOTAL:	12,030.91
Sewer	Sewer Fund	EZARDS	BALLAST	49.99
			PLUMBING PARTS	8.78
			SPRAY BOTTLE & WD 40	20.98
			STEEL WOOL FOR ODOR CONTRO	9.98
			BATTERIES FOR AMP METER	4.99
			DISH SOAP	3.99
			REPLUMB PARTS	48.95
		XEROX CORPORATION	JUNE BASE & PRINT CHARGES	83.99
		RP LUMBER INC	2X4'S	8.24
			2 X 12'S	27.20
			RETURN 2X4'S	8.24-
		FASTENAL CO	METER TROD	1.90
			GLOVES	105.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		COE EQUIPMENT INC	RETURN CYLINDER	498.68-
			JETTER & PUMP TRUCK PARTS	145.00
			JETTER & PUMP TRUCK PARTS	459.69
			VACUUM HOSE & 2" SIGHT EYE	259.58
		ARAMARK UNIFORM & CAREER APPAREL GROUP	SEWER DEPT UNIFORMS	50.12
			SEWER DEPT FLOOR MATS	11.09
			SEWER DEPT UNIFORMS	50.12
			SEWER DEPT FLOOR MATS	11.09
		GB MAINTENANCE SUPPLY	TRASH BAGS,TISSUE,CUPS,PPR	57.91
			TRASH BAGS & KLEENEX	37.58
		MO ONE CALL SYSTEM INC	LOCATES	68.90
		EWT HOLDINGS III CORP	ODOR CONTROL	750.00
			ODOR CONTROL	1,025.00
		TALLMAN COMPANY	PVC GLUE & PRIMER	157.50
			ADAPTORS	53.70
			PRIMER & PVC GLUE	21.38
			REPLUMB PARTS FOR RED ROOF	82.72
			UNION FOR MALIBU	13.94
		MUNICIPAL EQUIPMENT CO	GRINDER PUMPS	129,190.00
		NORTHERN SAFETY CO INC	SAFETY VESTS	11.65
		O'REILLY AUTOMOTIVE STORES INC	WIPER FLUID	13.74
			REPLACEMENT BATTERY FOR JE	85.89
			MEGA CRIMP	13.04
		CONSOLIDATED ELECTRICAL DISTR, INC	VOLTAGE TESTER	24.35
			BREAKERS	36.08
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE & HOT COCOA	20.62
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	JUNE MONTHLY FLOWS	40,221.13
		BUTLER SUPPLY CO	2" HEAVY WALL FOR HERON BA	133.05
			HEAVY WALL CONDUIT	144.34
		CORE & MAIN LP	GLOVES	45.30
			ADAPTER	55.72
		STAPLES BUSINESS ADVANTAGE	COPY PAPER,BATTERIES,PENS	34.99
		LO ENVIRONMENTAL LLC	WATER QUALITY TESTING	130.00
		PITNEY BOWES BANK INC DBA PITNEY BOWES	SEWER DEPT POSTAGE RESERVE	140.00
		DELTA GASES, INC	ELECTRODE	72.10
		CLIFFORD POWER SYSTEMS	GENERATOR MAINT-54-3 ROCKW	1,222.22
			GENERATOR MAINT-54-7 SANDS	2,639.22
			TOTAL:	177,356.15
Ambulance	Ambulance Fund	WALMART COMMUNITY/GECRB	DISH SOAP,FURN POLISH,TARR	18.48
			CAR WASH,RAIN X, ARMORALL	29.02
			BAYER	4.48
		LEON UNIFORM CO INC	UNIFORMS-C. SMITH	96.25
		BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	869.70
		HEDRICK MOTIV WERKS LLC	REPAIR A/C ON MEDIC 8	100.69
		ZOLL MEDICAL CORP	DEFIBRILLATOR BATTERIES	811.80
		ALAN J WILSON MD	JUNE MEDICAL DIRECTOR SERV	1,000.00
		PITNEY BOWES BANK INC DBA PITNEY BOWES	AMB DEPT POSTAGE RESERVE	10.00
			TOTAL:	2,940.42
Lee C. Fine Airport	Lee C. Fine Airpor	WALMART COMMUNITY/GECRB	ICE	29.60
			ICE	17.76
			COFFEE,FEBREEZE,EXT CORD,B	140.17
		FASTENAL CO	TAP	21.07
		GB MAINTENANCE SUPPLY	TRASH BAGS	21.23
		NAEGLER OIL CO	LCF JET FUEL	20,235.10

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			LCF AV GAS	14,417.36
		CAMDEN COUNTY FIRE & SAFETY	LCF AP FIRE EXTINGUISHER S	80.00
			LCF HANGARS FIRE EXT SERV	104.00
		WCT FARM & LAWN LLC	AXLE ARM	249.63
		PITNEY BOWES BANK INC DBA PITNEY BOWES	LCF AIRPORT POSTAGE RESERV	20.00
			TOTAL:	35,335.92
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	GG AV GAS	6,858.07
		MCCONNELL'S OF SAINT LOUIS INC	GG PAVEMENT MAINT 6/1-6/13	201,857.62
		PITNEY BOWES BANK INC DBA PITNEY BOWES	GG AIRPORT POSTAGE RESERVE	10.00
			TOTAL:	208,725.69
Non-Departmental	TIF - Prewitt's Po	UMB BANK NA	2006 TRUSTEE FEE 1/18-6/18	1,722.50
			TOTAL:	1,722.50

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

10	General Fund	20,054.54
20	Transportation	25,469.65
30	Water Fund	12,030.91
35	Sewer Fund	177,356.15
40	Ambulance Fund	2,940.42
45	Lee C. Fine Airport Fund	35,335.92
47	Grand Glaize Airport Fund	208,725.69
60	TIF - Prewitt's Point	1,722.50
	GRAND TOTAL:	483,635.78

TOTAL PAGES: 5

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 08/02/18

Originator: *(Name/Title)* Cynthia Lambert, City Clerk

Date Submitted: 07/19/18

Agenda Item Title:

18-37. An ordinance of the City of Osage Beach, Missouri, deleting 405.370(B)(1)(b) Zoning Regulations, Signs, Sign Regulations, Permitted Signs.

Presented by: *(Name/Title)* Cynthia Lambert, City Clerk

Requested Action:

- [ ] **Motion to Approve**
- [ ] **First Reading of Bill #** ______
- [x] **Second Reading of Bill #** 18-37
- [ ] **Resolution #** ______
- [ ] **Proclamation**
- [ ] **Public Hearing**
- [ ] **Other (Describe)** ______

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

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

Deadline for Action: YES ○ NO ◉

If yes, explain:

Fiscal Impact:

Not Applicable ☑

Budgeted Item: YES ○ NO ○

If no, provide funding source: ______

Budget Line Item/Title: ______

FY____Budgeted Amount:	$ ______
Expenditures to Date________:	($______)
Available:	$ 0.00
Requested Amount:	$ ______

Attachments: YES ○ NO ◉

If yes, list attachments:

Bill 18.37; Court Opinion.

Department Comments and Recommendation:

This Bill was prompted upon review of the City's current sign code.

Chapter 405. Zoning Regulations, Article V. Signs, Section 405.370(B)(1)(b) references a limited time period for an election sign which must then be removed. Such a code section was ruled unconstitutional by Whitton v. Gladstone, 54 F.3d 1400 United States Court of Appeals, Eighth Circuit. which held in part that ordinance provisions imposing time limits on political signs, prohibiting external illumination of such signs, and imposing vicarious liability on candidates for ordinance violations, were all invalid as content-based restrictions which were not narrowly tailored to city's aesthetic and traffic safety concerns. That line of thought is only encouraged by the recent U.S Supreme Court case of Reed v. Town of Gilbert further promoting the rights of citizens to use sign and requiring a strict analysis of any government action restricting signs as protected free speech under the First Amendment.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 18-37 is in correct form as per City Attorney.

The first reading was read and passed by the Board of Aldermen on July 19, 2018.

This change is to conform with a Federal Court decision. I concur with the recommended change.

BILL NO. 18-37 ORDINANCE NO. 18.37

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, DELETING 405.370(B)(1)(b) ZONING REGULATIONS, SIGNS, SIGN REGULATIONS, PERMITTED SIGNS.

WHEREAS, durational limits on political signs contained in Section 405.370.B.1.b were found to be an invalid content based restriction of free speech in the case of Whitton v. City of Gladstone, Missouri, 54 F3d 1400 (8^{th} Cir. 1995), and to bring the City Code into compliance with the current state of the law.

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

Section 1. That Chapter 405.370(B)(1)(b) Sign Regulations – All Zoning Districts, Zoning Regulations, Permitted Signs, Temporary Signs Generally of the Osage Beach Code of Ordinances be and is hereby repealed as follows:

Chapter 405. Zoning Regulations

ARTICLE V. Signs

Section 405.370. Sign Regulations — All Zoning Districts.

B. *Permitted Signs*. Except as otherwise limited in this Article, the following types of signs are permitted, without a sign permit, in all zoning districts within the City of Osage Beach:

1. Temporary Signs, Generally.

a. Temporary signs allowed at any time: a) A property owner may place one sign with a sign face no larger than two (2) square feet on the property at any time. b) A property owner may place a sign no larger than 8.5 inches by 11 inches in one window on the property at any time.

~~b. One temporary sign per 0.25 acre of land may be located on the owner's property for a period of thirty (30) days prior to an election involving candidates for a federal, state or local office that represents the district in which the property is located.~~

b~~c~~.“One temporary sign may be located on a property when the owner consents and that property is being offered for sale or lease any time prior to and up to the date of possession by a person purchasing or leasing the property.”

c~~d~~ One temporary sign may be located on the owner's property two days prior two and on a day when the property owner is opening the property to the public; provided, however, the owner may not use this type of sign in a Residential District on more than two days in a year and the days must be consecutive and may not use this type of sign in any Commercial District for more than 14 days in a year and the days must be consecutive. For purposes of this Section a year is counted from the first day on which the sign is erected counting backwards and from the last day on which the sign exists counting forward.

d~~e~~ A property owner may place and maintain one temporary sign on the property on July 4.

e~~f~~ A person exercising the right to place temporary signs on a property as described in this Section must limit the number of signs on the property per 0.25 acre at any one time to 2 plus a sign in the window as allowed in 1 (a).

f~~g~~ The sign face of any temporary sign, unless otherwise limited in this Section must not be larger than two (2) square feet.

2. Construction signs provided only one (1) such sign of no more than thirty-two (32) square feet may be erected on each street frontage for the duration of such construction activities. Such sign(s) shall be located on the property in which the construction activity is taking place.

3. Official public notices and notices posted by a public authority in accordance with public notice requirements as may be required by law.

4. Business directional signs posted by the City of Osage Beach where a business located on a lake road or other commercial or secondary collector street is not visible upon approaching the intersection, a business directional sign may be erected on public property. Such directional signs shall be constructed by the City and shall be of the type determined by the City. Businesses with existing off-premises advertising within three hundred (300) feet and/or located at the same intersection will not be allowed on the City directional sign until such existing signage is removed. All other directional signage on private property at such intersections shall be considered non-conforming. Businesses who otherwise are complying with all sign ordinances may request that their sign be placed on the business directional sign and a fee of no more than thirty dollars ($30.00) per month for each space rented on City directional signs shall be charged by the City for the privilege. No such device shall be erected without the approval of the Planning Commission and Board of Aldermen. Business directional signs are provided by the City for the convenience of the City and are subject to removal at any time.

5. Governmental signs for the control or direction of traffic and other public purposes, such as neighborhood watch program signs, historical markers and plaques, or temporary emergency signs.

6. (Reserved)

7. "No Parking" or "No Trespassing" signs which are no larger than two (2) square feet in gross sign area.

8. Single identification signs not exceeding five (5) square feet in gross sign area which are hung below a canopy or awning, provided they allow a clearance of at least seven (7) feet above the sidewalk or other pedestrian way.

9. Painted graphics when located in a non-residential zoning district.

10. Tablets or plaques in building walls denoting names of buildings, names of officers and officials and date of erection when cut into any masonry surface or when constructed of bronze or other similar material.

11. Address numbers.

12. Subdivision or development identification signs. Up to two (2) permanent subdivision or development signs (one (1) on each corner of the entry street) not exceeding fifty (50) square feet in size each, inclusive of any logo, shall be allowed for any planned development, subdivision, multiple-family (apartment) or condominium development with ten (10) or more lots or units, or for any commercial or industrial subdivision, or commercial/industrial planned development with five (5) or more lots. Where the subdivision or development has access on two (2) or more streets, or has more than one (1) entrance on one (1) street, identification signs shall be allowed at each entrance.

<u>Section 2</u>. Severability

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

<u>Section 3</u>. Repeal of Ordinances not to affect liabilities, etc.

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

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

READ FIRST TIME: July 19, 2018 READ SECOND TIME:

I hereby certify that Ordinance No.18.37 was duly passed on __________________, 2018, the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays:

Abstentions: Absent:

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

________________ ____________________________________

Date Cynthia Lambert, City Clerk

Approved as to form:

____

Edward B. Rucker, City Attorney

I hereby approve Ordinance No.18.37.

____

John Olivarri, Mayor

ATTEST:

____

Cynthia Lambert, City Clerk

54 F.3d 1400
United States Court of Appeals,
Eighth Circuit.

Larry WHITTON,
Appellee/Cross–Appellant,
v.
CITY OF GLADSTONE,
MISSOURI,
Appellant/Cross–Appellee.

Nos. 94–1286, 94–1287.
|
Submitted Nov. 16, 1994.
|
Decided May 15, 1995.

Synopsis
Candidate for political office brought action challenging constitutionality if city's sign ordinance. The United States District Court for the Western District of Missouri, Dean Whipple, J., 832 F.Supp. 1329, held that portion of ordinance was invalid, and cross-appeals were taken. The Court of Appeals, Hansen, Circuit Judge, held that ordinance provisions imposing durational limits on political signs, prohibiting external illumination of such signs, and imposing vicarious liability on candidates for ordinance violations, were all invalid as content-based restrictions which were not narrowly tailored to city's aesthetic and traffic safety concerns.

Affirmed in part and reversed in part.

Fagg, Circuit Judge, dissented and filed opinion.

West Headnotes (6)

[1] **Constitutional Law**
Mootness

Political candidate's First Amendment challenge to municipal sign ordinance was not rendered moot by election; candidate intended to run again and assist others in doing so, and so case involved issues capable of repetition yet evading review.

2 Cases that cite this headnote

[2] **Constitutional Law**
Applicability to governmental or private action; state action

First Amendment is applicable to political subdivisions of states. U.S.C.A. Const.Amend. 1.

2 Cases that cite this headnote

[3] **Constitutional Law**
Content-Neutral Regulations or Restrictions

Purported **time**, place, and manner restriction on speech is constitutionally permissible so long as it is justified without reference to content of regulated speech. U.S.C.A. Const.Amend. 1.

5 Cases that cite this headnote

[4] **Constitutional Law**
Signs
Election Law
Independent communications; express advocacy

Municipal ordinance prohibiting commercial or residential owners from placing **political signs** on property more than 30 days prior to election, and requiring **sign** removal within 7 days of election, even if viewpoint-neutral, was content-based restriction which violated free speech right of candidate, in that it was not narrowly tailored to meet city's aesthetic and traffic safety concerns. U.S.C.A. Const.Amend. 1; City of Gladstone, Mo., **Sign** Code § 25–45.

39 Cases that cite this headnote

[5] **Constitutional Law**
Signs
Election Law
Independent communications; express advocacy

Municipal ordinance prohibiting external illumination of **political signs** in either commercially or residentially zoned areas of city was content-based restriction which violated free speech right of candidate; there was no showing that external illumination of **political signs** created dangers or detracted from aesthetics any differently than other **signs** which were permitted to be externally illuminated. U.S.C.A. Const.Amend. 1; City of Gladstone, Mo., **Sign** Code § 25–46.

11 Cases that cite this headnote

[6] **Constitutional Law**
Signs

Election Law
Independent communications; express advocacy

Municipal code section holding political candidates "prima facie responsible for placement, erection and removal of" their political signs was content-based restriction which violated free speech right of candidate, in that it was not narrowly tailored; city could have subjected political candidates to prosecution in same manner as other sign code violators. U.S.C.A. Const.Amend. 1; City of Gladstone, Mo., Sign Code § 25–47(B).

10 Cases that cite this headnote

Attorneys and Law Firms

***1401** Linda J. Salfrank, Kansas City, MO, argued for appellant (Richard N. Bien, on brief).

William J. Hatley, Overland Park, KS, argued for appellee.

Before FAGG, WOLLMAN, and HANSEN, Circuit Judges.

Opinion

HANSEN, Circuit Judge.

The City of Gladstone, Missouri, appeals from the district court's order holding that several provisions of its sign code are impermissible restraints on free speech and therefore unconstitutional. Larry Whitton cross-appeals from the district court's order holding that other related provisions of the sign code are constitutional. We affirm in part and reverse in part.

I.

Whitton owns residential and commercial property in Gladstone, Missouri. While running for sheriff of Clay County (within which Gladstone is a city) in 1992, he filed a complaint under 42 U.S.C. § 1983 challenging the constitutional validity of several sections of the Gladstone Sign Code that regulate the use of political signs. Whitton contended that these provisions of the sign code violated his First Amendment right of free speech because they hindered his ability to use his residential and commercial property to run for political office. After Whitton filed his complaint, Gladstone repealed its existing sign code and enacted a new one in its place.[1] Whitton then filed an amended complaint challenging the constitutionality of the following provisions of the newly enacted sign code regulating political signs: (1) section 25–45, which limits the placement or erection of political signs to 30 days prior to the election to which the sign pertains and requires ***1402** the removal of those signs within 7 days after the election ("durational limitations");[2] (2) section 25–46, which prohibits the external illumination of political signs ("external illumination prohibition");[3] and (3) section 25–47(B), which holds the candidate, on whose behalf a political sign is displayed, *prima facie* responsible for the placement, erection, and removal of those signs ("vicarious liability provision").[4] Gladstone answered by denying the allegations of Whitton's complaint.

[1] The parties made cross-motions for summary judgment. The district court granted, in part, Whitton's motion for summary judgment, holding that the durational limitations in § 25–45 and the portion of the external illumination prohibition in § 25–46 that applied to commercial property are unconstitutional because they are content-based restrictions that do not survive strict scrutiny. *Whitton v. City of Gladstone, Mo.,* 832 F.Supp. 1329, 1335–37 (W.D.Mo.1993). However, the district court also granted, in part, the City's motion for summary judgment, ruling that the portion of the external illumination prohibition in § 25–46 that applies to residential property does not regulate on the basis of the content of the speech and is a constitutionally permissible time, place, and manner restriction. *Id.* at 1337–38. In a later order in response to Whitton's motion to alter or amend the judgment, the court held that the vicarious liability provision in § 25–47(B) is also content-neutral and a constitutional time, place, and manner regulation. Gladstone appeals from that portion of the district court's judgment striking down provisions of the sign code as unconstitutional. Whitton cross-appeals the district court's order to the extent that it holds that the remaining challenged provisions of the sign code are constitutional.[5]

II.

[2] The First Amendment's Free Speech Clause states that "Congress shall make no law ... abridging the freedom of speech...." U.S. Const. amend. I. The First Amendment is applicable to the political subdivisions of the states. *See Lovell v. Griffin,* 303 U.S. 444, 450, 58 S.Ct. 666, 668, 82 L.Ed. 949 (1938). "[S]igns are a form of expression protected by the Free Speech Clause...." *City of Ladue v. Gilleo,* 512 U.S. 43, ——, 114 S.Ct. 2038, 2041, 129 L.Ed.2d 36 (1994). However, the Supreme Court recently stated that signs "pose distinctive problems that are subject to municipalities' police powers. Unlike oral speech, signs take up space and may obstruct views, distract motorists, displace alternative uses ***1403** for land, and pose other problems that legitimately call for regulation." *Id.* On the other hand, the

Supreme Court has long recognized "that the First Amendment has its fullest and most urgent application to speech uttered during a campaign for **political** office," *Burson v. Freeman,* 504 U.S. 191, 196–97, 112 S.Ct. 1846, 1850, 119 L.Ed.2d 5 (1992) (internal citations and quotations omitted), and further that "[a] special respect for individual liberty in the home has long been part of our culture and our law; that principle has special resonance when the government seeks to constrain a person's ability to *speak* there." *City of Ladue,* 512 U.S. at ——, 114 S.Ct. at 2047. *See also McIntyre v. Ohio Elections Comm.,* 514 U.S. 334, ——, 115 S.Ct. 1511, 1516–18, 131 L.Ed.2d 426 (1984) (**political** speech "occupies the core of the protection afforded by the First Amendment").

[3] Therefore, we apply the familiar framework for evaluating the constitutionality of a restriction upon speech, like the **sign** code provisions at issue here. We first "determine whether [the] regulation is content-based or content-neutral, and then, based on the answer to that question, ... apply the proper level of scrutiny." *City of Ladue,* 512 U.S. at ——, 114 S.Ct. at 2047 (O'Connor, J., concurring). *See also Rappa v. New Castle County,* 18 F.3d 1043, 1053 (3d Cir.1994) ("the first step in First Amendment analysis [is] to determine whether a statute is content-neutral or content-based"). Gladstone contends that each challenged provision is a constitutionally permissible **time**, place, and manner restriction. A purported **time**, place, and manner restriction is constitutionally permissible so long as it is "justified without reference to the content of the regulated speech...." *Clark v. Community for Creative Non–Violence,* 468 U.S. 288, 293, 104 S.Ct. 3065, 3069, 82 L.Ed.2d 221 (1984). Therefore, our threshold inquiry for each challenged provision of the **sign** code necessarily focuses upon whether the provision at issue is a content-based restriction and then, based upon the resolution of that question, we will apply the appropriate level of scrutiny.

A. Durational Limitations (§ 25–45)

Section 25–45 of the **sign** code prohibits a commercial or residential landowner from placing a ***political*** **sign** on his property more than 30 days prior to the election to which the **sign** pertains and requires the **sign** to be removed within 7 days of the election. Gladstone contends that § 25–45 does not regulate speech on the basis of its content and is a reasonable **time**, place, and manner restriction because it has significant interests in maintaining the City's aesthetic beauty and promoting traffic safety, and **political signs** significantly detract from these interests. Whitton maintains that the restriction is content-based because it distinguishes among **signs** based upon their subject matter and it affords commercial speech a greater degree of protection than **political** speech and, further, that the regulation does not pass strict scrutiny because Gladstone's interests, while substantial, are not compelling, and less restrictive means exist for achieving Gladstone's concerns. The district court ruled that the durational limitations are content-based regulations because they "favor[ ] commercial speech over noncommercial speech" and "distinguish[ ] between permissible and impermissible **signs** on the basis of the **signs**' content." *Whitton,* 832 F.Supp. at 1333. The court further found that the provisions fail to survive strict scrutiny because Gladstone's stated interests are not compelling and the restrictions are not narrowly tailored to enhance traffic safety and preserve the City's aesthetics. *Id.* at 1335.

[4] We agree with the district court that § 25–45, containing the durational limitations which are applicable only to **political signs**, is a content-based restriction.[6] The Supreme Court has held that a restriction on speech is content-based when the message conveyed determines whether the speech is subject to ***1404** the restriction. *See City of Cincinnati v. Discovery Network, Inc.,* 507 U.S. 410, ——– ——, 113 S.Ct. 1505, 1516–17, 123 L.Ed.2d 99 (1993). In *Cincinnati,* the Supreme Court evaluated the constitutionality of an ordinance which prohibited newsracks distributing commercial handbills but allowed newsracks selling newspapers. *Id.* at ——, 113 S.Ct. at 1516. The Supreme Court held that "[u]nder the city's newsrack policy, whether any particular newsrack falls within the ban is determined by the content of the publication resting inside that newsrack. Thus, by any commonsense understanding of the term, the ban in this case is 'content-based.' " *Id.* at ——– ——, 113 S.Ct. at 1516–17.[7]

Simply stated, § 25–45 is content-based because it makes impermissible distinctions based *solely* on the content or message conveyed by the **sign**. The words on a **sign** define whether it is subject to the durational limitations in § 25–45. For instance, in some residentially-zoned areas of Gladstone, *see* § 25–28(B)(1), a permanent year around ground **sign** expressing support for a particular sports team would not be subjected to the durational limitations while an identical **sign** made of the same material, with the same dimensions and the same colors, and erected on the same spot advocating a particular candidate for **political** office would be.[8] In other residentially-zoned areas of Gladstone, *see* § 25–28(A)(3), a church may erect a permanent ground **sign** indicating upcoming church activities and **times** of services for an unlimited duration while the same **sign** could be posted for a total of only 38 days (30 days before election and seven days after) if it expressed its support for a church member's **political** candidacy. Finally, businesses in Gladstone's commercially-zoned areas may erect **signs** advertising upcoming events as far in advance of the event as they choose while identical **signs** supporting **political** candidates must follow the durational restrictions of § 25–45. *See also Linmark Assoc.,* *Inc. v. Willingboro,* 431 U.S. 85, 97 S.Ct. 1614, 52 L.Ed.2d 155 (1977) (invalidating as impermissible content-based restriction township ordinance prohibiting "For Sale" and "Sold" **signs**).

Section 25–45 is also constitutionally suspect because it grants certain forms of commercial speech a greater degree of protection than noncommercial **political** speech, a practice which a plurality of the Supreme Court held to be content-based in *Metromedia, Inc. v. City of San Diego,* 453 U.S. 490, 101 S.Ct. 2882, 69 L.Ed.2d 800 (1981). The *Metromedia* Court ruled that a San Diego billboard ordinance, which generally prohibited billboards in the city but exempted on-site billboards that identified the owner or occupant of the premises or that advertised goods available on the property, was a content-based regulation because it granted commercial speech a greater degree of protection than noncommercial speech. *Id.* at 513–17, 101 S.Ct. at 2895–97. Here, the **sign** code makes equally impermissible distinctions between commercial speech and noncommercial speech. The **sign** code, for example, permits construction **signs** to be erected 90 days prior to commencement of construction of a project and does not require removal until 10 days ***1405** after completion of the project. *See* Article III, section H. Businesses are allowed to advertise upcoming events as far in advance as they choose. Real estate **signs** are not governed by a durational restriction and may be displayed under the **sign** code for any length of **time**. Obsolete commercial **signs** are permitted to remain posted for up to 30 days after the discontinuance of the business to which the **sign** pertains. *See* §§ 25–8 and 25–19. **Political signs**, however, are only permitted to be erected 30 days prior to the election to which they pertain and must be removed within 7 days of the election. Thus, certain forms of commercial speech are treated more favorably than **political** speech, and for that reason as well, § 25–45 is a content-based restriction.[9] Other courts, applying *Metromedia,* have reached similar results. *See, e.g., Matthews v. Town of Needham,* 764 F.2d 58, 60 (1st Cir.1985) (local bylaw which prohibited **political signs** but allowed "For Sale" **signs**, professional office **signs**, contractors' advertisements, and **signs** erected for religious causes impermissible content-based restriction); *National Advertising Co. v. Town of Babylon,* 900 F.2d 551, 556–57 (2d Cir.) (applying standard of *Metromedia* plurality in invalidating on First Amendment grounds content-based ordinance favoring commercial speech over noncommercial speech), *cert. denied,* 498 U.S. 852, 111 S.Ct. 146, 112 L.Ed.2d 112 (1990); *Major Media of the Southeast v. City of Raleigh,* 792 F.2d 1269, 1272 (4th Cir.1986) (applying *Metromedia* plurality standard to uphold city signage ordinance because ordinance allowed substitution of noncommercial messages where commercial messages were permitted), *cert. denied,* 479 U.S.

1102, 107 S.Ct. 1334, 94 L.Ed.2d 185 (1987).

Gladstone contends that § 25–45 is content-neutral because the durational limitations apply across-the-board to all **political** candidates, not just candidates from a particular party or espousing a particular viewpoint. However, the argument that a restriction on speech is content-neutral because it is viewpoint-neutral has been repeatedly rejected by the Supreme Court. *See Consolidated Edison v. Public Serv. Comm'n,* 447 U.S. 530, 537, 100 S.Ct. 2326, 2333, 65 L.Ed.2d 319 (1980) (addressing prohibition on utilities from including inserts in monthly electric bills discussing desirability of nuclear power, the Court stated that "[t]he First Amendment's hostility to content-based regulation extends not only to restrictions on particular viewpoints, but also to prohibition of public discussion of an entire topic"). *See also Burson,* 504 U.S. at 196–97, 112 S.Ct. at 1850 (Tennessee statute which prohibited the solicitation of votes and display of campaign material within 100 feet of polling place on election day content-based even though it applied to *all* **political** speech).

Gladstone also asserts that the Supreme Court announced a new standard for determining whether restrictions on speech are content-based in *Ward v. Rock Against Racism,* 491 U.S. 781, 109 S.Ct. 2746, 105 L.Ed.2d 661 (1989), and that under this standard, § 25–45 is a content-neutral restriction. In *Ward,* the Supreme Court stated that "[t]he principal inquiry in determining content neutrality, in speech cases generally and in **time**, place, and manner cases in particular, is whether the government has adopted a regulation of speech because of disagreement with the message it conveys. The government's purpose is the controlling consideration." *Id.* at 791, 109 S.Ct. at 2754 (internal citations omitted). The Court went on to state that "[g]overnment regulation of expressive activity is content neutral so long as it is '*justified* without reference to the content of the regulated speech.' " *Id.* (quoting *Clark,* 468 U.S. at 293, 104 S.Ct. at 3069). Gladstone argues that its stated purpose in enacting § 25–45 (and the other **political** **sign** restrictions) was to promote traffic safety and maintain the City's aesthetic beauty and ***1406** offers § 25–50 of the **sign** code as support.[10] Gladstone argues that under *Ward,* its **political** **sign** restrictions are constitutionally sound because its stated purpose controls the case, and the stated purpose is "justified without reference to the content of the regulated speech." *Ward,* 491 U.S. at 791, 109 S.Ct. at 2753 (internal citation omitted).

We reject this argument. We do not read *Ward* to mandate that reviewing courts are required to accept legislative explanations from a governmental entity regarding the purpose(s) for a restriction on speech without further inquiry. *Ward* merely instructs reviewing courts to give controlling weight to what the court determines is the government's true purpose for enacting it. More importantly, however, the Supreme Court recognized in City of Cincinnati, 507 U.S. at ——, 113 S.Ct. at 1517, a case decided after *Ward* (and joined by the author of *Ward* without comment), that even when a government supplies a content-neutral justification for the regulation, that justification is not given controlling weight without further inquiry. In response to Cincinnati's argument that its prohibition on the distribution of commercial handbills on public property was a **time**, place, and manner restriction because its purpose was to promote safety and aesthetics, the Court stated:

> The argument is unpersuasive because the very basis for the regulation is the difference in content between ordinary newspapers and commercial speech. True, there is no evidence that the city has acted with animus toward the ideas contained within respondents' publications, but just last Term we expressly rejected the argument that discriminatory ... treatment is suspect under the First Amendment only when the legislature intends to suppress certain ideas. Regardless of the *mens rea* of the city, it has enacted a sweeping ban on the use of newsracks that distribute 'commercial handbills,' but not 'newspapers.' Under the city's newsrack policy, whether any particular newsrack falls with the ban is determined by the content of the publication resting inside that newsrack. Thus, by any commonsense understanding of the term, the ban in this case is 'content-based.'
>
> Nor are we persuaded that our statements that the test for whether a regulation is content-based turns on the 'justification' for the regulation compel a different conclusion. We agree with the city that its desire to **limit** the total number of newsracks is 'justified' by its interest in safety and esthetics. The city has not, however, **limited** the number of newsracks; it has **limited** (to zero) the number of newsracks *distributing commercial publications.* As we have explained, there is no justification for that particular regulation other than the city's naked assertion that commercial speech has 'low value.' It is the absence of a neutral justification for its selective ban on newsracks that prevents the city from defending its newsrack policy as content-neutral.

Id. at —— – ——, 113 S.Ct. at 1516–17 (internal citations and quotations omitted). Our case is conceptually identical to *Cincinnati.* Thus, even if we agree with the City of Gladstone that its restriction is "justified" by its interest in maintaining traffic safety and preserving aesthetic beauty, we still must ask whether the regulation *accomplishes* the stated purpose in a content-neutral manner. Gladstone has not **limited** the durational period of **signs** generally; it has **limited** the duration of ***political signs*** of any kind, temporary or permanent, in particular. "Thus, by any commonsense understanding of the term, the [restriction] in this case is 'content- ***1407** based.' " *Id.* at ––––, 113 S.Ct. at 1516–17.

The First Circuit interpreted *Cincinnati* in a similar manner in its recent opinion in *National Amusements, Inc. v. Town of Dedham,* 43 F.3d 731 (1st Cir.), *cert. denied,* 515 U.S. 1103, 115 S.Ct. 2247, 132 L.Ed.2d 255 (1995). In *Dedham,* a local theater challenged on First Amendment grounds a Dedham ordinance which prohibited certain licensed activities for which a fee of admission is charged (such as concerts, dances, exhibitions, and public shows) from being conducted between the hours of 1:00 a.m. and 6:00 a.m. *Id.* at 734–35. In distinguishing *Cincinnati* from the facts presented, the court observed that "[w]hether Cincinnati's regulation applied to a particular newsrack was determined by necessary reference to the subject matter of the specific publications contained therein—a telltale harbinger of content-based regulation," while Dedham's challenged regulation applied without reference to the content of any speech because the applicability determination rested upon the existence of an admission fee. *Id.* at 738. The court went on to state that the *Cincinnati:*

> holding pivots on the conclusion that, though the city's underlying purpose in enacting the ordinance was proper, the differential treatment of speakers had no relationship to the underlying purpose. Thus, [*Cincinnati*] establishes a much narrower proposition: that, even when a municipality passes an ordinance aimed solely at the secondary effects of protected speech (rather than at speech *per se*), the ordinance may nevertheless be deemed content-based if the municipality differentiates between speakers *for reasons unrelated to the legitimate interests that prompted the regulation.*

Id. (internal citation omitted). Under this standard, the inquiry focused on "whether there are any secondary effects attributable to licensed (commercial) amusements that distinguish them from the unlicensed (noncommercial) amusements that

Dedham has left unregulated." *Id. See also* *Carey v. Brown,* 447 U.S. 455, 465, 100 S.Ct. 2286, 2292–93, 65 L.Ed.2d 263 (1980) (striking down statute which prohibited picketing generally but exempted labor picketing because "nothing in the content-based labor-nonlabor distinction ha[d] any bearing" on the state's asserted interest in privacy).

Although Gladstone's justification for enacting the durational limitations was to curtail the traffic dangers which **political** **signs** pose and to promote aesthetic beauty, Gladstone has not seen fit to apply such restrictions to *identical* ***signs*** displaying nonpolitical messages which present *identical concerns.* Thus, like Cincinnati, Gladstone "differentiates between speakers for reasons unrelated to the legitimate interests that prompted the regulation." *Town of Dedham,* 43 F.3d at 738.

The dissent posits that "the unique nature of election **signs**, including their fragility, brief relevance, and sheer numbers, poses a special threat to the ordinance's stated neutral goals of promoting aesthetics and traffic safety." *Infra* at 1412. However, as noted above, a **sign** which stated "Go Royals" would not be subjected to the durational limitations while a **sign** stating "Go Ashcroft" would, even though the **signs** were made of the same material, installed in the same manner, erected on the same spot, posed the same traffic hazards and detracted from the City's aesthetic beauty in the same manner. Like the Court in *Cincinnati,* we conclude that despite Gladstone's laudable asserted purposes for enacting the durational limitations (traffic safety and aesthetic beauty), whether or not a **sign** falls within the limitations imposed by § 25–45 is based solely upon the message conveyed by the **sign**, i.e., is it a "**political**" **sign**, and is therefore a content-based restriction.[11]

***1408** Because we have concluded that the durational limitations are content-based restrictions, they must be subjected to strict scrutiny. *See* *Perry Ed. Ass'n v. Perry Local Educators' Ass'n,* 460 U.S. 37, 45, 103 S.Ct. 948, 955, 74 L.Ed.2d 794 (1983). "[I]t is the rare case in which ... a law survives strict scrutiny." *Burson,* 504 U.S. at 211, 112 S.Ct. at 1857. "With rare exceptions, content discrimination in regulations of the speech of private citizens on private property ... is presumptively impermissible, and this presumption is a very strong one." *City of Ladue,* 512 U.S. at ——, 114 S.Ct. at 2047 (O'Connor, J., concurring). "[C]ontent-based restrictions on **political** speech 'must be subjected to the most exacting scrutiny.' " *Ward,* 491 U.S. at 798 n. 6, 109 S.Ct. at 2758 n. 6 (quoting *Boos,* 485 U.S. at 321, 108 S.Ct. at 1164). "For the State to enforce a content-based exclusion it must show that its regulation is necessary to serve a compelling state interest and that it is narrowly drawn to achieve that end." *Perry Ed. Ass'n,* 460 U.S. at 45, 103 S.Ct. at 955. The requirement that a restriction on speech be narrowly drawn requires the regulation to be the "least restrictive" alternative available. *Ward,* 491 U.S. at 798 n. 6, 109 S.Ct. at 2758 n. 6 (quoting *Boos,* 485 U.S. at 329, 108 S.Ct. at 1168).

As the experienced district judge observed, a municipality's asserted interests in traffic safety and aesthetics, while significant, have never been held to be compelling. *Whitton,* 832 F.Supp. at 1335. Moreover, the durational restrictions are not narrowly-tailored to achieve their aims. Gladstone argues that it has an interest in promoting traffic safety by reducing the number of **signs** that obstruct motorists' vision. However, Gladstone already has regulations in place concerning the dimensions of **political** **signs** (not greater than 2′ x 2′) along with the total amount of square footage of **political** signage (64 feet²) permitted per residential lot which adequately promote this interest. *See* § 25–45. Gladstone also contends that **political** **signs** pose unique dangers to passing motorists because their sole purpose is to capture an individual's attention, and with such distractions come increased dangers in automobile accidents. However, we observe that the first purpose of any **sign** is to capture the attention of passersby[12] and further, Gladstone has not presented sufficient evidence that **political** **signs** more effectively capture the attention of individuals nor present graver dangers than other **signs** which are allowed to be posted for much longer periods, nor that lot line set back requirements would not meet the perceived traffic danger.

Gladstone also argues that **political** **signs** detract from the City's beauty because the **signs** are usually inexpensively constructed and intended to be temporary in nature and, due to their susceptibility to the elements and vandalism, can leave an unsightly mess if they are posted too long. However, again Gladstone already has in place measures, applicable to all **signs**, which adequately address these issues. *See* §§ 25–10, 25–12. Gladstone has presented no evidence that enforcement of these existing provisions is insufficient to alleviate its interests in maintaining the City's aesthetic beauty. We take note of the Supreme Court's observation in *City of Ladue* "that individual residents themselves have strong incentives to keep their own property values up and to prevent 'visual clutter' in their own yards and neighborhoods.... [A] resident's self interest diminishes the danger of the 'unlimited' proliferation of residential **signs** that concerns the City of Ladue." *Id.* at ——, 114 S.Ct. at 2047. Finally, Gladstone has not presented sufficient evidence that **political** **signs** detract from the aesthetics of the City any more than other **signs** permitted to stand for longer periods.

***1409** We agree with the district court's assessment that "regarding both traffic safety and aesthetics, the city could regulate the construction of the **signs**, amount of signage and the duration of **time** a temporary **political**

sign can remain before the candidate or committee must remove or replace the sign," measures which adequately address the ills sought to be suppressed and are less restrictive means of doing so. *Whitton,* 832 F.Supp. at 1335–36.[13] Therefore, we conclude that Gladstone's durational limitations in § 25–45, as applied to both residential and commercial property, are content-based restrictions which fail to satisfy strict scrutiny and are, therefore, unconstitutional restraints on free speech.

B. External Illumination Prohibition (§ 25–46)

Section 25–46 prohibits external illumination of political signs. The district court held that the portion of this provision that applies to signs in a commercial zone is an impermissible content-based restriction because Gladstone allows businesses to externally illuminate commercial signs erected on their commercially-zoned property. *Whitton,* 832 F.Supp. at 1337. However, the district court held that the portion of the provision that applies to residential property is content-neutral and a reasonable time, place, and manner restriction because the sign code does not permit external illumination of any sign on residential property. *Id.* at 1337–38. Gladstone appeals the district court's decision holding that § 25–46 is unconstitutional as applied to commercial property. Whitton appeals the district court's decision holding that § 25–46 is constitutional as applied to residential property.

[5] We agree with the district court that the portion of § 25–46 that applies to commercial property is a content-based restriction which fails to survive strict scrutiny for many of the reasons outlined in the previous section discussing § 25–45 (Part IIA). For example, § 25–17(B) of the sign code allows ground signs under 30 square feet in area to be externally illuminated.[14] Thus, a 2′ x 2′ permanent ground sign may be erected on commercial property and externally illuminated if it advertises an upcoming nonpolitical event; however, the same sign could not be externally illuminated if it expresses support for a political candidate. Again, the operative distinction is the message conveyed by the sign, making the regulation content-based.

We similarly conclude that this provision also fails to pass strict scrutiny. As we noted in Part IIA, while traffic safety and aesthetic beauty are admittedly substantial interests, they are not compelling governmental interests. Further, the restriction is not narrowly drawn to accomplish its purported purpose. Section 25–17(D) of the sign code mandates that all illuminated signs must be operated in such a manner as not to impose a danger to passing motorists.[15] Moreover, Gladstone has made no showing that external illumination of political signs on commercial property creates dangers or detracts from aesthetic beauty any differently than other signs which are permitted to be externally illuminated. Thus, we conclude that the district court committed no error in finding that § 25–46 of the sign code is unconstitutional as applied to commercial property.

However, we disagree with the district court's holding regarding the application of § 25–46 to residential property. The sign code permits the erection of some type of ground sign in all of the residentially-zoned ***1410** areas. *See* § 25–28(A)–(B). As long as the ground sign is less than 30 square feet in size, it may be externally illuminated, *see* § 25–17(B), *except* that no political sign of any kind may be externally illuminated. *See* § 25–46. Because the message on the sign determines whether or not it may be externally illuminated in a residentially-zoned area, we conclude that § 25–46, as applied to residential property, is a content-based restriction. For the same reasons § 25–46 failed to pass strict scrutiny as applied to commercial property, it also does not withstand strict scrutiny when it is applied to residential property.

Therefore, we affirm the district court's holding that § 25–46 is unconstitutional as applied to commercially-zoned property, and we reverse its holding that § 25–46 is constitutional as applied to residential property.

C. Vicarious Liability Provision (§ 25–47(B))

[6] Section 25–47(B) holds political candidates "*prima facie* responsible for the placement, erection and removal of" their political signs. In response to Whitton's request to alter or amend the court's previous judgment, the district court held that § 25–47(B) is a reasonable time, place, and manner restriction. Whitton argues that this section is a content-based restriction because only political candidates whose political signs violate provisions of the sign code are subject to the burden-shifting mandated by this section. We agree.

Under the sign code, there are no other provisions which hold a party presumptively responsible for code infractions. Thus, a business that erects a sign advertising its products or services that is in excess of the square footage allowance is not held *prima facie* responsible for the violation. Similarly, a residential landowner who places a permanent ground sign too close to the curb line is not subject to the burden shifting provisions of § 25–47(B). Only a political candidate whose political sign is in violation of the sign code is held vicariously *prima facie* liable for violations. Again, because the particular message on the sign dictates whether it is subject to the challenged restriction, it too is a content-based restriction.

Like the provisions examined above, this section cannot withstand the rigors of strict scrutiny. Gladstone has offered no interests which it seeks to serve or protect through the enactment of this provision. Section 25–50, which outlines the legislative purpose and intent regarding the restrictions peculiar to **political** **signs**, makes no reference to § 25–47(B). Likewise, the restriction is not narrowly tailored. Gladstone could subject **political** candidates to prosecution in the same manner as other **sign** code violators and has not provided any rationale for the disparate treatment of **political** candidates whose **signs** violate the **sign** code.[16]

We conclude that § 25–47(B) is a content-based restriction that does not withstand strict scrutiny. Accordingly, we reverse the district court's holding that it is a constitutionally permissible **time**, place, and manner restriction.

III.

In ruling as we have today, we are not unsympathetic to Gladstone's concern for controlling the unrestricted proliferation of **political** **signs**. However, when the remedy the local government chooses conflicts with the constitutionally-guaranteed right to free speech, and in particular the **political** speech so fundamental to our democracy, such concerns must yield. For the reasons outlined above, we affirm the district court's judgment that § 25–45 is unconstitutional and that § 25–46 is unconstitutional as applied to commercial property. We reverse the district court's judgment that § 25–46 is constitutional ***1411** as applied to residential property and that § 25–47(B) is constitutional.[17]

FAGG, Circuit Judge, dissenting.

Because the majority concludes Gladstone's durational limitations on **political** campaign **signs**, i.e., election **signs**, are content based, the majority applies strict scrutiny rather than the more deferential level of scrutiny applicable to content-neutral restrictions. *Supra* at 1408. I believe the durational limitations are content neutral and would thus apply the more deferential standard. *See Ward v. Rock Against Racism,* 491 U.S. 781, 791, 109 S.Ct. 2746, 2753–54, 105 L.Ed.2d 661 (1989) (content-neutral restrictions on the **time**, place, or manner of protected speech need only be narrowly tailored to serve a significant governmental interest and leave open ample alternative channels for information's communication). In my view, Gladstone can place reasonable **time** restrictions on the posting of election **signs** without also restricting other yard **signs** because the City found election **signs** pose a special threat to the neutral legislative goals of aesthetics and traffic safety. Analyzed under the deferential standard, I conclude the durational limitations are valid **time**, place, or manner restrictions. I thus respectfully dissent from Part II(A) of the majority's opinion, *supra* at 1403–09.

Valid **time**, place, or manner restrictions must be content neutral. *Ward,* 491 U.S. at 791, 109 S.Ct. at 2753–54. The main inquiry in deciding content neutrality, especially in **time**, place, or manner cases,

> is whether the government has adopted a regulation of speech because of disagreement with the message it conveys. The government's purpose is the controlling consideration. A regulation that serves purposes unrelated to the content of expression is deemed neutral, even if it has an incidental effect on some speakers or messages but not others. Government regulation of expressive activity is content neutral so long as it is "*justified* without reference to the content of the regulated speech."

Id. (Court's emphasis) (citations omitted) (quoting *Clark v. Community for Creative Non–Violence,* 468 U.S. 288, 293, 104 S.Ct. 3065, 3069, 82 L.Ed.2d 221 (1984)). Even when a regulation applies only to a particular category of speech, the regulation may be content neutral if the regulation's justification has nothing to do with that speech, that is, the regulation does not aim to suppress free expression. *Boos v. Barry,* 485 U.S. 312, 320, 108 S.Ct. 1157, 1163, 99 L.Ed.2d 333 (1988).

I believe Gladstone's durational limitations on election **signs** are content neutral because they are " '*justified* without reference to the content of the regulated speech.' " *Ward,* 491 U.S. at 791, 109 S.Ct. at 2753–54 (Court's emphasis) (quoting *Clark,* 468 U.S. at 293, 104 S.Ct. at 3069). The stated purposes of the durational limitations are the promotion of aesthetics and traffic safety. These goals have nothing to do with the content of the election **signs** or with preventing the communication of election messages. *See Boos,* 485 U.S. at 320, 108 S.Ct. at 1163. The goals are unrelated to the suppression of ideas. *Members of the City Council v. Taxpayers for Vincent,* 466 U.S. 789, 805, 104 S.Ct. 2118, 2129, 80 L.Ed.2d 772 (1984).

In concluding the limitations are content based, I believe the majority misconstrues *City of Cincinnati v. Discovery Network, Inc.,* 507 U.S. 410, 113 S.Ct. 1505, 123 L.Ed.2d 99 (1993). *Supra* at 1403–05, 1406–07. In *City of Cincinnati,* the Supreme Court held that although Cincinnati's goal of **limiting** the total number of newsracks was “justified” by its interest in safety and aesthetics, Cincinnati lacked a neutral justification for its regulation of only a subgroup of newsracks ***1412** that distributed commercial publications, rather than all newsracks. 507 U.S. at ——, 113 S.Ct. at 1517. In contrast, Gladstone has a neutral justification for placing special restrictions on only election **signs** as a subgroup of all yard **signs**, and the limitation enacted by Gladstone applies to the entire subgroup of election **signs**. Gladstone's City Council determined that election **signs** pose risks to citizens and property different in kind from other yard **signs**. *Supra* at 1406 n. 10. In other words, the unique nature of election **signs**, including their fragility, brief relevance, and sheer numbers, poses a special threat to the ordinance's stated neutral goals of promoting aesthetics and traffic safety. The durational limitations are content neutral even though they apply only to election **signs** because the neutral regulatory goals of aesthetics and traffic safety are particularly associated with election **signs**. *See Boos,* 485 U.S. at 320, 108 S.Ct. at 1163.

Although my colleagues do not reach the analysis for content-neutral regulations, I believe the durational limitations are valid **time**, place, or manner restrictions. First, the durational limitation is “ ‘narrowly tailored to serve a significant governmental interest.’ ” *Ward,* 491 U.S. at 796, 109 S.Ct. at 2756 (quoting *Community for Creative Non–Violence,* 468 U.S. at 293, 104 S.Ct. at 3069). Gladstone has a substantial interest in advancing the goals of aesthetics and traffic safety. *See Taxpayers for Vincent,* 466 U.S. at 805, 807, 104 S.Ct. at 2129, 2130. The 38–day durational limitations are also a narrowly tailored means of achieving these goals. The limitations “need not be the least restrictive or least intrusive means” of serving the City's goals. *Ward,* 491 U.S. at 798, 109 S.Ct. at 2757. Rather, the limitations are narrowly tailored if the City's interest “would be achieved less effectively absent the regulation.” *Id.* at 799, 109 S.Ct. at 2758. That is the case here. Second, the durational limitations “leave open ample alternative channels of communication.” *Id.* at 802, 109 S.Ct. at 2760. Outside as well as during the 38–day period when election **signs** may be posted, candidates can seek and individual property owners can express support in other ways. For example, candidates could distribute handbills, make telephone solicitations, host campaign receptions, give speeches, and run advertisements on the radio, television or in print. Individual property owners could wear campaign buttons, put bumper stickers on their cars, and place **signs** in the windows of their homes or businesses.

I would reverse the district court's holding that the durational limitations violate the First Amendment.

All Citations

54 F.3d 1400, 63 USLW 2724, 23 Media L. Rep. 1910

Footnotes

1 The old **sign** code was repealed the evening before a hearing was to be held in the district court on Whitton's request for a temporary restraining order and a preliminary injunction enjoining the enforcement of several provisions of the then-existing **sign** code regulating **political signs**. A new **sign** code was enacted the same evening. At the hearing the following day, the district court allowed Whitton to challenge the provisions of the new **sign** code regulating **political signs**. Whitton's requests for injunctive relief were denied. Further references to the "**sign** code" relate to the new **sign** code.

2 Section 25–45 of the **sign** code is entitled "Restriction of **political signs** within zones." Part (A) states that no "[**p]olitical signs** located in an area zoned for residential use shall ... be placed or erected more than thirty (30) days prior to the election to which such **sign** pertains and such **sign** shall be removed within seven (7) days after such election." Similarly, part (B) states that no "[**p]olitical signs** located in an area zoned for industrial or commercial use shall ... be placed or erected more than thirty (30) days prior to the election to which such **sign** pertains and such **sign** shall be removed within seven (7) days after such election."

3 Section 25–46 is entitled "Illumination of **political signs** by external sources prohibited" and states that "[n]o **political sign** in any area of any zoned use may be lit by external sources with the sole purpose to light said **sign**."

4 Section 25–47 is entitled "Responsibility for Removal" and states in pertinent part:

> B. The candidate on whose behalf any **political sign** is displayed, the chair person [sic] of any **political** committeee [sic] for any such candidate, or the chairperson of any committee supporting or opposing any issue or proposition in any election concerning which a **political sign** is displayed, shall be deemed prima facie responsible for the placement, erection and removal of any such **sign** as required by this Article.

Moreover, § 25–49 outlines the available penalties for violations of those sections of the **sign** code relating to **political signs**. It allows for punishment by a fine not in excess of $500 or up to 90 days of imprisonment or both for such infractions.

5 Although the election for sheriff of Clay County is over, Whitton states that he plans to run for **political** office in the future, as well as assist others in doing so. Thus, this case is not moot because it involves issues which are "capable of repetition, yet evading review." *Moore v. Ogilvie,* 394 U.S. 814, 816, 89 S.Ct. 1493, 1494–95, 23 L.Ed.2d 1 (1969) (quoting *Southern Pac. Terminal Co. v. Interstate Commerce Comm'n,* 219 U.S. 498, 515, 31 S.Ct. 279, 283, 55 L.Ed. 310 (1911)).

6 In conducting our analysis of this provision, we make no distinction between the durational limitations as applied to **signs** on residential property (§ 25–45(A)) and **signs** on commercial property (§ 25–45(B)), and we also make no distinction between the preelection 30–day erection limitation versus the postelection 7–day removal requirement because our analysis and the result are the same as to each.

7 We do not find the Supreme Court's recent opinion in *Ladue* to be dispositive of the outcome here. In *Ladue,* the Supreme Court addressed a challenge to the constitutionality of a Ladue, Missouri, ordinance which banned all residential **signs** except those falling within ten narrowly-defined exemptions. *City of Ladue,* 512 U.S. at –––– – ––––, 114 S.Ct. at 2040–41. The Court assumed, for the purposes of deciding the case, that the ordinance was a content-neutral restriction. *Id.* at ––––, 114 S.Ct. at 2044. Thus, the Court did not address the first issue which we must decide: whether the restrictions on **political signs** in this case are content-based or content-neutral. Moreover, neither party before this court has argued that *City of Ladue* is dispositive of the issues contained in this case.

8 During oral argument, counsel for the City of Gladstone conceded that a **sign** stating "Go Royals" would not be subject to the durational limitations while a **sign** constructed with the same materials and on precisely the same spot stating "Go Ashcroft" would be. Counsel for Gladstone also conceded that a **sign** urging the impeachment of the President of the United States would not fall within the definition of a **political sign** (and thus not subject to the

durational limitations) while a sign urging the reelection of the President would be. In fact, in these areas, a permanent ground sign with *no* message could be erected and would not be subjected to the durational limitations while the same sign advocating a political candidate would be.

9 Gladstone argues that it favors political speech over commercial speech because some commercial signs are subject to application and permit requirements while political signs are not. However, no permit is required to erect a construction sign or real estate sign and these signs may be posted longer than political signs are. Moreover, we are aware of no authority which allows restrictions imposed on commercial speech to offset other restrictions imposed on noncommercial speech, achieving a sort of balance, in order to render the challenged provision content-neutral.

10 Section 25–50 is entitled "Legislative Purpose and Intent of Political Sign Sections" and purports to outline the Gladstone City Council's purpose for enacting the provisions of the sign code regulating political signs. The Council determined that political signs, due to their temporary nature, structure, and method of installation, as well as susceptibility to adverse weather conditions, pose risks to citizens and property different in kind from other signs permitted under the code. *See* § 25–50(C). The Council also concluded that the unrestricted proliferation of political signs would detract from the City's aesthetic beauty and consequently have an adverse impact on the local economy. *See* § 25–50(E). For these reasons, the Council stated that the interests sought to be served by the restrictions "are sufficiently substantial to justify the content-neutral regulation represented by this section." *See* § 25–50(F).

11 Gladstone also argues that the "secondary effects" doctrine from *Renton v. Playtime Theatres, Inc.,* 475 U.S. 41, 106 S.Ct. 925, 89 L.Ed.2d 29 (1986), is applicable in this case. Gladstone contends that, assuming the durational restriction is content-based, it is justified by Gladstone's desire to eliminate certain undesirable effects of political signs, namely vandalism and maintenance problems, which in turn contribute to aesthetic and safety concerns. However, the Supreme Court addressed a similar argument in *Cincinnati* and held that "[i]n contrast to the speech at issue in *Renton,* there are no secondary effects attributable to respondent publishers' newsracks that distinguish them from the newsracks Cincinnati permits to remain on its sidewalks." *City of Cincinnati,* 507 U.S. at ———, 113 S.Ct. at 1517. Likewise, here there are no secondary effects attributable to political signs which distinguish them from other permitted signs under the code which are not subject to the durational limitations, and therefore we decline to apply *Renton* to the present case.

12 Indeed § 25–8 of Gladstone's ordinance defines "sign" as "[a]ny medium which is used or intended to be used to attract attention to any subject matter...."

13 For instance, Gladstone could require that any political sign be posted for a maximum period of 90 days before it is removed or replaced. *See* *City of Waterloo v. Markham,* 234 Ill.App.3d 744, 175 Ill.Dec. 862, 865, 600 N.E.2d 1320, 1323 (1992) ("Nothing in the ordinance prohibits the defendants from erecting a different temporary sign one day after dismantling their first temporary sign.") Whitton concedes that such a measure would be constitutional.

14 Section 25–17(B) provides that "[g]round signs exceeding thirty feet in area may only be internally illuminated."

15 Section 25–17(D) states that "[a]ll illumination shall be operated in such a manner and at such times as not to cause a direct glare of light upon the occupants of neighboring properties or upon drivers of vehicles traveling the public streets."

16 Enforcement of this provision as it is currently drafted could lead to the anomalous result of a political candidate being forced to prove his innocence for an infraction of the sign code regarding a sign which purports to advocate the candidate but was in fact planted by the candidate's opponent. Along the same lines, a candidate would be *prima facie* responsible for violations of the sign code for not only political signs he erected, but also for signs his supporters erected on his behalf. These results would conflict with our holding in *Video Software Dealers Ass'n v. Webster,* 968 F.2d 684, 690 (8th Cir.1992), wherein we stated that "any statute that chills the exercise of First Amendment rights must contain a knowledge element."

17 We decline to address Gladstone's argument that Whitton should be denied relief under the "clean hands" doctrine because, as a prior member of the Gladstone City Council (1981–1984, 1987–1990), he helped enact

several of the provisions he is now challenging. However, the record indicates that the durational limitations and the vicarious liability provision were originally enacted in 1978 and the prohibition against external illumination was originally enacted in 1986. Whitton was not on the Council during either period of **time**. We believe that his mere membership on the Council and **limited** participation in making modifications and amendments to the **sign** code during his tenure do not bar him from seeking relief.

End of Document

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 08/02/18

Originator: ***(Name/Title)*** Karri Bell, City Treasurer

Date Submitted: 07/19/18

Agenda Item Title:

Bill 18-38 Authorizing the Mayor to execute a service agreement with Commercial Acceptance Company (CAC) for Collection Services.

Presented by: ***(Name/Title)*** Karri Bell, City Treasurer

Requested Action:

- ☐ **Motion to Approve**
- ☐ **First Reading of Bill #** ______
- ☑ **Second Reading of Bill #** 18-38
- ☐ **Resolution #** ______
- ☐ **Proclamation**
- ☐ **Public Hearing**
- ☐ **Other (Describe)** ______

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

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

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

If yes, explain:

Fiscal Impact:

Not Applicable ☑

Budgeted Item: YES ○ **NO** ○

If no, provide funding source: ______

Budget Line Item/Title: ______

FY____Budgeted Amount: $ ______

Expenditures to Date________: ($______)

Available: $ 0.00

Requested Amount: $ ______

Attachments: YES ◉ **NO** ○

If yes, list attachments:

Bill 18-38; Collection Service Agreement; RFP Analysis; Letter from current collections provider (All-Cal).

Department Comments and Recommendation:

In 2017, the City wrote-off $99,300 in ambulance accounts and another $6,000 in miscellaneous accounts, with the vast majority of those accounts going to collections. I believe that after a through review of the proposals and corrections made to the service agreement by the City Attorney that Commercial Acceptance Company will provide a quality and financially beneficial service to the City.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 18-38 is in correct form as per City Attorney.

The first reading was read and passed by the Board of Aldermen on July 19, 2018.

I concur with the City Treasurer's recommendation.

BILL NO. 18-38 ORDINANCE NO. 18.38

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH COMMERCIAL ACCEPTANCE COMPANY FOR COLLECTION SERVICES.

WHEREAS, the Board of Aldermen has determined it is in the best interests of the City to authorize a contract with Commercial Acceptance Company to provide collection services.

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

Section 1. The Board of Aldermen authorizes the Mayor to execute on behalf of the City a contract with Commercial Acceptance Company to provide collection services as indicated on the attached contract ("Exhibit A").

Section 2. Total expenditures or liability authorized under the contract shall be the contingent fees and costs as stipulated in the contract.

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

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

READ FIRST TIME: July 19, 2018 READ SECOND TIME:

I hereby certify that the above Ordinance No. 18.38 was duly passed on ______________, 2018, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays:

Abstentions: Absent:

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

____________________ ____________________________________

Date Cynthia Lambert, City Clerk

Approved as to form:

____

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.38.

John Olivarri, Mayor

Date

ATTEST:

Cynthia Lambert, City Clerk

COLLECTION SERVICE AGREEMENT

1. This agreement is made and entered into by and between Commercial Acceptance Company of Camp Hill Pennsylvania, hereinafter referred to as CAC, and City of Osage Beach, hereinafter referred to as CLIENT.

2. CAC will use its best effort to effect collections of accounts referred to it by the CLIENT. CAC shall not, under any circumstances, use any threats, intimidation, or harassment of a debtor in the collection of accounts or violate any other applicable governmental guidelines.

3. CAC will observe individual rights within the constraints of the Federal Debt Collection Practices and Privacy Act.

4. CAC will remit to the CLIENT by the 20th of the month on all funds collected by it during the preceding month on a net basis. (Gross basis = all monies; net basis = less CAC's commission).

5. CAC will not remit successive gross statements until all previous months' commissions have been paid by the CLIENT.

6. CLIENT agrees to pay CAC a commission of 20% on all first placement accounts.

7. CAC shall maintain company records as they pertain to said accounts, which may be audited by the CLIENT at any time during normal business hours.

8. CAC shall not institute legal proceedings in the name of the CLIENT without express written authorization of the CLIENT.

9. CLIENT agrees to notify CAC immediately of all payments received by CLIENT on accounts placed with CAC for collection. CAC is entitled to full commissions on all monies recovered, whether paid to CAC or CLIENT directly.

10. CLIENT, its agents and employees, shall not be liable for any loss or damage of whatsoever kind or by whomsoever caused, to the person or property of anyone (including CAC) arising out of or resulting from CAC's performance under this agreement. CAC for itself, its heirs, executors, administrators, successors or assigns, hereby agrees to indemnify and hold CLIENT, its agents and employees, harmless from and against all such claims, demands, liabilities, suits or actions (including all reasonable expenses and attorney's fees incurred by or imposed upon CLIENT in connection therewith) for such loss, damage or other casualty.

11. CAC agrees that any information provided by CLIENT on the debtor will be used solely for the purpose of skip tracing and/or to collect the account placed by CLIENT. This information will be held in strictest confidence and used for no other purpose.

12. CLIENT authorizes CAC to endorse negotiable instruments received for payment of accounts. For the CLIENT's protection, all funds collected by CAC on accounts assigned will be deposited daily into trust accounts.

13. This agreement may be canceled by either party, with or without cause, by furnishing written notice to the other party. Upon cancellation of this agreement, CLIENT allows CAC sixty (60) days to work and return all accounts. CAC is not obligated to return any accounts which are currently mailing payments, or are pending 3rd party payment.

COMMERCIAL ACCEPTANCE COMPANY:		CLIENT:	
7/10/18		City of Osage Beach	
Vice President of Sales	Date		
7/10/18			
Vice President	Date	Representative/Title	Date

Rev 4/09

EARLY OUT COLLECTION PROGRAM

1. CAC will provide early out collection services to the CLIENT at a 10% contingency commission for any accounts placed within sixty (60) days from the date of service.

2. If CAC receives an account after sixty (60) days from the date of service, that account will be subject to the first placement contingency commission rate as outlined in section 6 of the existing Collection Service Agreement.

3. CAC will scrub all accounts for medical assistance until the account is aged six (6) months.

4. CLIENT wishes to have CAC report negative information to Equifax, Experian and Trans Union Credit Bureau regarding accounts that have not paid.

5. CLIENT agrees that information provided to CAC regarding delinquent accounts is true and correct. CAC shall not be liable in any manner whatsoever for any loss or injury to the CLIENT resulting from CAC having reported information that to the best of its knowledge is true and correct.

6. CAC shall not charge the CLIENT for credit bureau reporting, however, CLIENT agrees to allow CAC to continue to work these accounts for so long as the information is listed on the debtor's credit file and the agreement has not been cancelled pursuant to section 13 of the existing Collection Service Agreement.

7. CAC agrees to abide by all of the terms and conditions of the Missouri and Federal "Fair Credit Reporting Act" in the handling and reporting of this information to the credit bureau.

8. This addendum and the rights hereunder shall be in addition to any rights granted to CAC by any other agreement between the parties.

9. This agreement may be canceled by either party, with or without cause, by furnishing written notice to the other party. Upon cancellation of this agreement, CLIENT allows CAC sixty (60) days to work and return all accounts. CAC is not obligated to return any accounts which are currently mailing payments, or are pending 3rd party payment.

COMMERCIAL ACCEPTANCE COMPANY:		CLIENT:	
7/10/18		City of Osage Beach	
Vice President of Sales	Date	Client Name	
7/10/18			
Vice President	Date	Representative/Title	Date

CREDIT BUREAU ADDENDUM TO SERVICE AGREEMENT

1. CLIENT wishes to have CAC report negative information to Experian, Equifax, and Trans Union Credit Bureaus regarding accounts that have not paid.

2. CLIENT agrees that information provided to CAC regarding delinquent accounts is true and correct. CAC shall not be liable in any manner whatsoever for any loss or injury to the CLIENT resulting from CAC having reported information that to the best of its knowledge is true and correct.

3. CAC shall not charge the CLIENT for this portion of its service; however, CLIENT agrees to allow CAC to continue to work these accounts for so long as the information is listed on the debtor's credit file.

4. CAC agrees to abide by all of the terms and conditions of the "Fair Credit Reporting Act" in the handling and reporting of this information to the credit bureau.

5. This addendum and the rights hereunder shall be in addition to any rights granted to CAC by any other agreement between the parties.

COMMERCIAL ACCEPTANCE COMPANY:

7/10/18

Vice President of Sales — Date

7/10/18

Vice President — Date

CLIENT:

City of Osage Beach

Client Name

Representative/Title — Date

Rev. 1/03

LEGAL ADDENDUM TO SERVICE AGREEMENT

1. CLIENT wishes to have CAC institute legal proceedings on certain accounts that have been placed with CAC for collection.

2. As indicated in article 8 of the Collection Service Agreement between CAC and CLIENT, CAC shall not institute such legal proceedings without express written authorization from CLIENT.

3. CAC shall supply to CLIENT, via U.S. Mail, both a "Request for Judgment" and a "Request for Execution" as necessary for authorization.

4. CAC shall indicate the estimated costs of such proceedings in the "Request for Judgment" and "Request for Execution".

5. Upon replying in the affirmative to the "Request", CLIENT agrees to pay the indicated costs associated therewith, and allows CAC to institute the requested legal action.

6. CLIENT understands that CAC may hire legal counsel at its own discretion to represent CAC and CLIENT in such proceedings.

7. Upon full recovery being obtained on a specific account, CAC shall reimburse CLIENT for all costs previously paid toward that account. The reimbursement of these costs will not be subject to a commission or fee.

8. CLIENT agrees that upon authorizing such legal proceedings CAC will be paid a commission of 45% from any further recovery on that account.

COMMERCIAL ACCEPTANCE CO.

7/10/18
Vice President of Sales — Date

7/10/18
Vice President — Date

CLIENT:

City of Osage Beach
Client Name

Representative/Title — Date

Rev 11/09

HIPAA ADDENDUM TO SERVICE AGREEMENT

Business Associate Trading Partner and Chain of Trust

THIS AGREEMENT made on June 21, 2018, between City of Osage Beach, hereafter referred to as "Covered Entity", and Commercial Acceptance Company, hereafter referred to as "Business Associate."

WHEREAS, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") the Office of the Secretary of the Department of Health and Human Services ("HHS") has issued regulations governing the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and Standards for Security of Electronic Protected Health Information ("Security Rule"); and

WHEREAS, pursuant to the privacy provisions of the Health Information Technology for Economic and Clinical Health Act ("HITECH") , HHS has revised the Security Rule and Privacy Rule, adopted rules relating to breach notification and modified rules pertaining to HIPAA enforcement; and

WHEREAS, the Privacy Rule and Security Rule provide, among other things, that a Covered Entity is permitted to disclose Protected Health Information to a Business Associate and allow the Business Associate to obtain, transmit, receive, and create Protected Health Information on the Covered Entity's behalf, only if the Covered Entity obtains satisfactory assurance in the form of a written contract, that the Business Associate will appropriately safeguard the Protected Health Information; and

WHEREAS, the Covered Entity and the Business Associate have entered into a Service Agreement pursuant to which the Business Associate creates, maintains, receives, or transmits Protected Health Information on the Covered Entity's behalf and, accordingly, the parties desire to enter into this Agreement which sets forth the terms under which they shall comply with HIPAA rules;

NOW, THEREFORE, in consideration of the agreements contained herein, the Parties do hereby agree to addend all past, present and future contracts between the parties with the terms of this Agreement and agree as follows:

1. Definitions. Terms used but not otherwise defined in this Agreement shall have the same meaning as in 45 CFR 160.103 and 164.501.

(a) HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR 160 and 164.

2. General Provisions.

(a) HIPAA Readiness. Business Associate agrees that it will make commercially reasonable efforts to be compliant with the applicable requirements of the HIPAA Rules and, upon Covered Entity's request, will provide Covered Entity with the written certification of such compliance.

(b) Changes in Law. Business Associate agrees that it will make commercially reasonable efforts to comply with any change in the HIPAA Rules by the compliance date(s) established for any such changes and will provide Covered Entity with written certification of such compliance upon Covered Entity's request.

(c) Audit by Secretary of HHS. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received on behalf of, Covered Entity available to HHS upon request for purposes of determining Covered Entity's compliance with HIPAA.

(d) Audit by Covered Entity. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received on behalf of, Covered Entity available to Covered Entity within 14 days of Covered Entity's request for purpose of monitoring Business Associate's compliance with this Agreement.

3. Permitted Uses and Disclosures. Business Associate may use and disclose Protected Health Information ("Information") on behalf of or to provide **Collection Services** to the Covered Entity, provided Business Associate shall not use or further disclose any Protected Health Information received from, or created or received on behalf of, Covered Entity, in a manner that would violate the requirements of the Privacy Rule, if done by Covered Entity.

(a) Except as otherwise limited in this Agreement, the Business Associate may use Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Business Associate agrees to make uses, disclosures, and requests for Information consistent with Covered Entity's minimum necessary policies and procedures.

(c) Except as otherwise limited in the Agreement, the Business Associate may disclose Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in the Agreement, the Business Associate may use Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

(e) Business Associate may use Information for payment of health care service accounts, as reasonably necessary to secure payment on such accounts.

(f) Business Associate may use Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

4. Obligations and Activities of Business Associate. The Business Associate will:

(a) Use or disclose the Information only as permitted by this Agreement or as required by Law;

(b) Use appropriate safeguards to prevent any other use or disclosure, and comply with Subpart C of 45 CFR 164 with respect to electronic Information, to prevent use or disclosure of the Information other than as provided for by this Agreement;

(c) Report to the Covered Entity any use or disclosure of the Information not provided for by this Agreement of which it becomes aware and mitigate to the extent practicable the harmful effect of such use or disclosure in violation of this Agreement;

(d) Ensure that any agent or subcontractor who may receive such Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions on use and disclosure of information imposed by this Agreement, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2);

(e) At the request of Covered Entity, provide access to Information in a Designated Record Set to Covered Entity, or as directed by Covered Entity, to an Individual as required by 45 CFR 164.524;

(f) Amend Information in a Designated Record Set as designated by Covered Entity so that Covered Entity may meet its amendment obligations under 45 CFR 164.526;

(g) Develop, implement, maintain and use appropriate administrative, technical, and physical safeguards to comply with 45 CFR 164.530(c), to preserve the integrity and confidentiality of and to prevent non-permitted or violating use or disclosure of Information transmitted electronically. Business Associate will document and keep safeguards current.

(h) Accommodate any restriction or use or disclose Protected Health Information and any request for confidential communications to which Covered Entity has agreed or must abide by in accordance with the Privacy Rule.

(i) Document disclosures of Information in accordance with Covered Entity's accounting requirements in 45 CFR 164.528 and provide such Information as directed by Covered Entity;

(j) Make available, within fifteen (15) days of receiving a request from Covered Entity, the Information necessary for Covered Entity to make an accounting of Disclosures of Information about an Individual;

(k) At termination, or upon receipt of written demand, Business Associate will immediately return or destroy all Information received from Covered Entity or creditor or received by Business Associate on behalf of Covered Entity and all copies and magnetic or electronic backups of Information, or if it is feasible to return or destroy Information, protections are extended to such information for so long as Business Associate maintains such Information. This provision also applies to Information in the possession of agents or subcontractors of Business Associate.

5. <u>Obligations of Covered Entity.</u> Covered Entity will:

(a) Provide Business Associate with Covered Entity's "notices of privacy practices" and all updates that Covered Entity produces in accordance with 45 CFR 164.250, as well as any changes to such notice;

(b) Notify Business Associate of any limitation(s) in its notice of privacy practices to the extent that such limitation may affect Business Associate's use of disclosure of Information;

(c) Notify Business Associate of any restriction, change or revocation of permission by Individual to use or disclose Information if it would affect Business Associate's use and disclosures, in accordance with 45 CFR 164.522.

(d) Not request Business Associate to use or disclose Information if not permissible under the Privacy Rule if done by the Covered Entity.

6. Termination. This Agreement is effective until terminated. Pursuant to the terms of 45 CFR 154.504(e)(2)(iii), Covered Entity may give written notice to immediately terminate this Agreement upon discovery of a material breach provided Business Associate has received an opportunity to cure the breach or end the violation and has failed to do so. This Agreement shall terminate upon the termination of the Service Agreement.

   (a) Return of Protected Health Information. At termination of this Agreement or the Service Agreement, whichever occurs first, Business Associate shall return to Covered Entity and require its subcontractors to return to Covered Entity, all Protected Health Information received from, or created or received on behalf of, Covered Entity that Business Associate or such subcontractors maintain in any form and shall retain no copies of such information. If such return is not feasible, based solely on Business Associate's discretion, Business Associate shall, and shall require its subcontractors to, destroy such Protected Health Information if permitted by Business Associate and/or extend the protection of this Agreement to such Protected Health Information retained by Business Associate or subcontractors and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

7. Confidentiality, Trading Partners and Chain of Trust. All Information received or created by Business Associate shall be kept confidential and shall be used only as permitted by this Agreement. This provision applies to employees, subcontractors and agents of Business Associate. If Business Associate conducts in whole or part Standard Transactions for or on behalf of Covered Entity, Business Associate will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 CFR Part 162. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that:

   (a) Changes the definition, data condition or use of a data element or segment in a Standard Transaction;

   (b) Adds any data elements or segments to the maximum defined data set;

   (c) Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or

(d) Changes the meaning or intent of the Standard Transaction's implementation specification.

8. Indemnity. The parties to this Agreement shall mutually protect, indemnify and hold each other harmless from all claims and damages including attorney's fees, arising from failure of the other party to comply with applicable federal, state and local laws and regulations or the performance of the work and services by that party under this Agreement. This section shall survive termination of this Agreement.

9. No Third Party Beneficiaries. Business Associate and Covered Entity agree that individuals who are the subject of Protected Health Information are not intended to be third party beneficiaries of this Agreement.

10. Amendment. This Agreement may not be amended, altered, or modified unless in writing and signed by the parties who agree to amend as necessary to comply with HIPAA and the Privacy Rule.

11. Parties' Relationship. Nothing in this Agreement shall be construed as creating a Principal/Agency relationship between the Covered Entity and Business Associate.

12. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA Rules.

13. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Missouri except to the extent federal law applies without regard to conflicts of law rules. The parties hereby submit to the jurisdiction of the courts located in the State of Missouri including any appellate court thereof.

14. Headings. The headings and subheadings of this Agreement have been inserted for convenience of reference only and shall not affect the construction of the provisions of the Agreement.

15. Cooperation. The parties shall agree to cooperate and to comply with procedures mutually agreed upon to facilitate compliance with the HIPAA Rules, including procedures designed to mitigate the harmful effects of any improper use or disclosure of Covered Entity's Protected Health Information.

______________________	[signature]
City of Osage Beach	Commercial Acceptance Company
______________________	Vice President
Title	Title
______________________	7/10/18
Date	Date

ANALYSIS OF COLLECTION COMPANIES

	ALL-CAL LAKE OZARK, MO	FEDChex RECOVERY IRVINE, CA	COMMERCIAL ACCEPTANCE CAMP HILL, PA	RSH & ASSOC. LENEXA, KS
INCLUDES:				
COMPANY OVERVIEW	YES	YES	YES	YES
CONTRACT/AGREE SAMPLE	YES	YES	YES	YES
CO PROCEDURES	YES	YES	YES	YES
BANK RUPTCIES	BANKO	YES	YES	
CUSTOMER SERVICE	YES	YES	YES	YES
IT SYSTEM REQUIRE	THE STING	YES	YES	YES
SECURITY		YES	YES	YES
REPORT ACCOUNTS				
REMOTE ACCESS	AVAILABLE			
WEB BASED ACCESS	NO	YES	YES	YES
TEST LOGIN INCLUDED	NO			YES
FEE STRUCTURE				
FEES	25%-33%	18% - 25%	20.0%	24.9%
OVER 1 YEAR OLD		25%-30%		39.9%
LEGAL	50.0%		45.0%	45.0%
UNDER $200	60.0%			
LEGAL AFTER 120 DAYS		35.0%		
REMIT SCHEDULE	YES	YES	YES	YES
SAMPLE MO REPORTS	YES	YES	YES	YES
REFERENCES	YES	YES	YES	YES
CLIENTS LISTED	YES	YES	YES	
CLIENTS	?	?	600	300
LEGAL ISSUES	?	NO PENDING	NO PENDING	NO PENDING
INSURANCE				
INSUR LIABILITY	1,000,000.00	NOT INCLUDED	100,000.00	100,000.00
INSUR ERRORS	1,000,000.00	NOT INCLUDED	100,000.00	100,000.00
INSUR WORK COMP	1,000,000.00	NOT INCLUDED	100,000.00	
CONTRACT SAMPLE	YES	YES	YES	YES
RENEWAL	YES	YES	YES	YES
TERMINATION	YES	YES	YES	YES
RECOMMEND INVOICE WORDAGE	YES	NO	NO	NO
QUESTIONNAIRE				
HOW LONG BUSINESS	1988	2001	1993	2008
HISTORY	YES	YES	YES	YES
GEO TERRITORIES	YES	NATIONWIDE	YES	YES
BACKGROUND EXPERIENCE	YES	YES	YES	YES
NON GOV CLIENTS IN MO	YES	YES	NO	YES
HOW MANY COLLECTORS	3	15	20	8
METHODS ATTEMPTS	?	YES	YES	YES
SKIP TRACING	YES		YES	YES
HOW LONG PROCESS BEFOREO LEGAL	?	4 MO.	6 MO.	1 YEAR
COMPLAINT HANDLING	?	YES	YES	YES
INVOICE SAMPLES	YES	YES	YES	YES
PAY METHODS	?	YES	YES	YES
EQUAL OPPORTUNITY?	?	N/A	YES	YES
MINORITY OR DISADVANTAGED	?	NO	NO	N/A
LAWSUITS FAIR DEBT PRACTICES	?	NOT CURRENT	NO	NOT CURRENT
BIDDER ID & SIGN.	YES	YES	YES	YES

May 17, 2018

City of Osage Beach
1000 City Parkway
Osage Beach, Mo. 65065

Dear Board of Directors

The Staff at All Cal Collection Services, Inc have enjoyed working with the staff at the City of Osage Beach and it's Billing Service.

We appreciate the opportunity to continue as your Collection Service. Our rates are good and our CPR (Collection percentage ratio) is better than most agencies.

To save the City more money and collect more money for the City we would propose that the City add the recommended wordage to its paper work and have the patient sign and date it , see enclosure.

Let me explain: Now, we can only collect the principal amount assigned plus interest at nine percent (9% per annum) FROM THE DATE OF FILING SUIT. Our attorney fees are not collectable.
With the wordage added and signed we can collect interest from Thirty (30) days from the date of the service rendered at the legal rate of Eighteen percent (18% per annum), plus add collection fees, up to Fifty percent (50%) of the principal amount assigned.
With adding collection fees, the City will get 100 percent of the principal and ACCS will get the collection fees 100%.

I believe we are the right fit for the City of Osage Beach with our health care knowledge, our collection knowledge, our collection software and our creative talent.

We have helped many business's fine tune their AR procedures and hope that we can continue working with the City of Osage Beach.

We Respectfully Submit our Proposal for Collection Services.

Sincerely,
ALL CAL COLLECTION SERVICES, INC.
PO BOX 2411
LAKE OZARK, MO. 65040
573-302-7200

R Jean Hoenike

R. Jean Hoenike

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 08/02/18

Originator: ***(Name/Title)*** Nicholas Edelman, Public Works Director

Date Submitted: 07/19/18

Agenda Item Title:

Bill 18-39 - An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor To Execute Contract OB18-003 with Travis Hodge Hauling, LLC for Bentwood Road Repair.

Presented by: ***(Name/Title)*** Nicholas Edelman, Public Works Director

Requested Action:

- [ ] **Motion to Approve**
- [x] **First Reading of Bill #** 18-39
- [ ] **Second Reading of Bill #** ______
- [ ] **Resolution #** ______
- [ ] **Proclamation**
- [ ] **Public Hearing**
- [ ] **Other (Describe)** ______

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

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

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

If yes, explain:

We would like to get the work completed prior to this winter

Fiscal Impact:

Not Applicable [ ]

Budgeted Item: YES (●) **NO** ( )

If no, provide funding source: ______

Budget Line Item/Title: 20-00-773212 Ozark Meadows Rd Improvements

FY 18 **Budgeted Amount:**	$ 55,020.00
Expenditures to Date 07/19/18**:**	($ 4,577.93)
Available:	$ 50,442.07
Requested Amount:	$ 49,484.00

Attachments: YES (●) **NO** ( )

If yes, list attachments:

Bill 18.39, Bid Tab, Agreement

Department Comments and Recommendation:

This project is to remove and replace the subgrade and asphalt on Bentwood Drive. The Transportation Department has upgraded the sidewalks within this area to ADA standards.

Bids were opened on July 13th. There were four bidders. The low bidder is Travis Hodge Hauling LLC with a bid amount of $49,484.00. The budgeted amount for this project was $55,020, which included sidewalk work. This work has been completed.

We have done work with Travis Hodge Hauling LLC in the past with good results.

The Public Works Department recommends approval of this bill.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 18-39 is in correct form as per City Attorney.

I concur with the Public Works Director's recommendation.

BILL NO. 18-39 ORDINANCE NO. 18.39

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT OB18-003 WITH TRAVIS HODGE HAULING, LLC FOR BENTWOOD ROAD REPAIR.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Travis Hodge Hauling, LLC. substantially the same under the terms set forth in the form attached hereto as (“Exhibit A”).

Total expenditures or liability authorized under this contract shall not exceed Forty-Nine Thousand Four Hundred Eighty-Four Dollars ($49,484.00).

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

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

READ FIRST TIME: READ SECOND TIME:

I hereby certify that Ordinance No. 18.39 was duly passed on ____________2018 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays:

Abstain: Absent:

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

____________________ ________________________________

Date Cynthia Lambert, City Clerk

Approved as to form:

____

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.39.

John Olivarri, Mayor

Date

ATTEST:

Cynthia Lambert, City Clerk

BID TABULATION
City of Osage Beach
Bentwood Rd Repair
Osage Beach Project # OB18-003

7/13/2018

Bids			Engineer Estimate		Travis Hodge Hauling LLC Lake Ozark, MO		Capital Paving Jefferson City, MO		Higgins Asphalt Paving Co. Inc Tipton, MO		R C Contracting, LLC Rocky Mount, MO 65072	
Item No. Description	Est. Quantity	Unit	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
1 Mobilization	1	LS	$3,000.00	$ 3,000.00	$5,000.00	$ 5,000.00	$2,020.00	$ 2,020.00	$840.00	$ 840.00	$5,000.00	$ 5,000.00
2 Remove & Replace Subgrade	612	SY	$40.00	$ 24,480.00	$25.00	$ 15,300.00	$15.55	$ 9,516.60	$41.65	$ 25,489.80	$55.00	$ 33,660.00
3 Aggregate Base Course	612	SY	$25.00	$ 15,300.00	$7.00	$ 4,284.00	$29.55	$ 18,084.60	$9.35	$ 5,722.20	$20.00	$ 12,240.00
4 Bituminous Stabilized Base	75	Ton	$85.00	$ 6,375.00	$102.00	$ 7,650.00	$92.00	$ 6,900.00	$126.00	$ 9,450.00	$134.00	$ 10,050.00
5 Bituminous Concrete Pavement	75	Ton	$87.00	$ 6,525.00	$110.00	$ 8,250.00	$97.60	$ 7,320.00	$126.00	$ 9,450.00	$145.00	$ 10,875.00
6 Concrete Curb & Gutter	80	LF	$25.00	$ 2,000.00	$50.00	$ 4,000.00	$60.00	$ 4,800.00	$73.00	$ 5,840.00	$35.00	$ 2,800.00
7 Force Account	1	LS	$5,000.00	$ 5,000.00	$5,000.00	$ 5,000.00	$5,000.00	$ 5,000.00	$5,000.00	$ 5,000.00	$5,000.00	$ 5,000.00
Total Bid				$ 62,680.00		$ 49,484.00		$ 53,641.20		$ 61,792.00		$ 79,625.00

AGREEMENT

THIS AGREEMENT, made and entered into this __________ day of______________________, 2018, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **Travis Hodge Hauling, LLC** a Limited Liability Company of Lake Ozark, Missouri Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

THAT WHEREAS, the City of Osage Beach has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents, and has caused to be published, in the manner and for the time required by law, an advertisement for and in connection with the construction of the improvements, complete, in accordance with the contract documents and the said plans and specifications; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed bid in accordance with the terms of said advertisement;

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the bids submitted in response to the published advertisement therefor, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest responsive and responsible Bidder for the said work and has duly awarded to the said Contractor a contract therefor, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor; and (d) in a good, substantial, and workmanlike manner and in accordance with the provisions of the General Conditions and Supplementary Conditions of this contract which are attached hereto and make a part hereof, and in conformance with the contract plans and specifications designated and identified therein, execute, construct, and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's bid for the construction of the improvements.

It is further stipulated that not less than the prevailing rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or determined by the courts of appeal shall be paid to all workmen performing work under this Contract.

ARTICLE II. That the Contractor shall construct, complete as designated and described in the foregoing Bid Form and attached specifications and in accordance with the Advertisement for Bids, Instructions to Bidders, Bid Form, Bonds, General Conditions, Supplementary Conditions, detailed specifications, plans, addenda, and other component parts of the contract documents hereto attached, all of which documents form the contract and are fully a part hereto as if repeated verbatim here.

ARTICLE III. That the Owner shall pay to the Contractor for the performance of the work described as follows:

BENTWOOD ROAD REPAIR

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **Forty-nine thousand four hundred eighty-four dollars and zero cents ($49,484.00)** for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within Thirty (30) consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

Owner and Contractor recognize time is of the essence of this agreement and that Owner will suffer financial loss if the work is not completed within the time specified above, plus any extensions thereof allowed in allowance with Article 11 of the General Conditions. Owner and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Owner Five Hundred dollars ($ 500.00) for each and every calendar day of each section that expires following the time specified above for completion of the work.

ARTICLE V. This Agreement will not be binding and effective until signed by the Owner.

IN WITNESS WHEREOF, the Parties hereto have executed this contract as of the day and year first above written.

SIGNATURE: ATTEST:

____
Owner, Party of the First Part

____
City Clerk

By ______________________________
Name and Title

(SEAL)

* *

LICENSE or CERTIFICATE NUMBER, if applicable ______________________________

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

____
Contractor, Party of the Second Part

By ______________________________
Name and Title

IF A CORPORATION ATTEST:

____
Contractor, Party of the Second Part

____
Secretary

By______________________________
Name and Title

(CORPORATE SEAL)

STATE OF______________________________
COUNTY OF______________________________

On This _______ day of ______________________, 20____, before me appeared ________________________ to me personally known who, being by me duly sworn, did say that he/she is the __________________________of Travis Hodge Hauling, LLC and acknowledged to me that he/she executed said instrument in behalf of said Limited Liability Company and acknowledged to me that he/she executed the same for the purposes therein stated.

(SEAL)

My commission Expires: ______________________

____
Notary Public Within and For Said County and State

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 08/02/18

Originator: ***(Name/Title)*** Nicholas Edelman, Public Works Director

Date Submitted: 07/20/18

Agenda Item Title:

Bill 18-40 - An Ordinance of the City of Osage Beach, Missouri, Amending the Osage Beach Design Guidelines, Section 3, and Drawings No. III-7 and III-8, Sewerage Design.

Presented by: ***(Name/Title)*** Kim Ingham, Civil Engineer

Requested Action:

- ☐ **Motion to Approve**
- ☑ **First Reading of Bill #** 18-40
- ☐ **Second Reading of Bill #** ______
- ☐ **Resolution #** ______
- ☐ **Proclamation**
- ☐ **Public Hearing**
- ☐ **Other (Describe)** ______

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

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

Deadline for Action: YES ○ **NO** ◉

If yes, explain:

Fiscal Impact:

Not Applicable ☑

Budgeted Item: YES ○ **NO** ○

If no, provide funding source: ______

Budget Line Item/Title: ______

FY____Budgeted Amount: $ ______

Expenditures to Date________: ($______)

Available: $ 0.00

Requested Amount: $ ______

Attachments: YES ◉ **NO** ○

If yes, list attachments:

Bill 18-40; Section 3 - Sewer Design, Drawings No III-7 and III-8

Department Comments and Recommendation:

The City's Design Guidelines provide developers and City Staff on infrastructure standards. The Public Works Department would like to make some changes.

1) Wet Well size - we currently require two hours of peak flow above the lag pump on. This has caused wet wells to be rather large. It is needed to allow on call personnel to respond to an issue prior to an overflow. We would like to provide the option of having SCADA installed and decreasing this size of the wet well to 45 minutes. This allows Public Works Staff to be notified immediately if there are issues. We have worked with local engineers on this.

2) Pressure Pipe Type less than 4 inches- we would like to add HDPE pipe - This is a flexible pipe that contractors like to use. We have been using it in the water system for a number of years on service lines. We would also like to change from Schedule 40 Pipe to Schedule 80 Pipe.

3) Internal Wet Well Pipe - we would like to change the pipe inside the wet well from galvanized to stainless steel. The galvanized pipe will rust inside the wet well. Ultimately this caused the sewer department to do a replumb. An employee will get inside the wet well and change out the plumbing. Stainless steel lasts longer so that we can minimize re-plumbs.

4) We have increased the depth of cover of pressure pipe from 30 to 36 inches.

5) We added a section about what type of SCADA system is needed if you choose that option.

6) Lastly, we cleaned up where it said City Engineer or Building Official to Public Works Director

This was taken to the Planning Commission at their last regularly scheduled meeting and they voted to recommend approval.

The Public Works Department recommends approval of this bill.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 18-40 is in correct form as per City Attorney.

I concur with the Public Works Director's recommendation.

BILL NO. 18-40 ORDINANCE NO. 18.40

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING THE OSAGE BEACH DESIGN GUIDELINES SECTION 3, AND DRAWINGS NO. III-7 AND III-8, SEWERAGE DESIGN.

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

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

<u>Section 1</u>. That the section entitled Osage Beach Design Guidelines Section 3 – Sewerage Design, is hereby amended as indicated on the attached Exhibit A, (Design Guidelines, Drawing Numbers III-7 and III-8 I).

<u>Section 2</u>. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 18.40 was duly passed on ___________________, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays:

Abstentions: Absent:

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

________________ ___________________________________

Date Cynthia Lambert, City Clerk

Approved as to form:

____

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.40.

____
John Olivarri, Mayor

____
Date

ATTEST:

____
Cynthia Lambert, City Clerk

(Revised 27 JUNE 2018 - NLE)

GENERAL

The City of Osage Beach operates a sewage collection and treatment system in accordance with the Missouri Department of Natural Resources (MDNR) regulations. The system is comprised of pressure and gravity sewer lines, grinder stations, lift stations, and a jointly owned regional sewage treatment facility. The plant is managed by the Lake Ozark / Osage Beach Joint Sewer Board. The collection system within Osage Beach, and from the city to the plant, is owned and operated by the City of Osage Beach. At the current time, there are a few isolated areas within the city that are not served by the collection system. It is the policy of the city that all occupied facilities within the city will have city sewer service.

At the present time, there are over 1125 grinder stations and 56 sewage lift stations. These stations have been standardized to use ABS/Sulzer pumps and appurtenances. This practice shall continue until determined by the city to be infeasible or otherwise unsatisfactory.

All modifications to the sewage treatment plant or the sewage collection system shall conform to the MDNR regulations and polices as supplemented herein.

REFERENCED CITY ORDINANCES

Chapter 400.110 Subdivision Regulations
Chapter 410.130 Contents (Location and design of water mains and appurtenances)
Chapter 410.190 Design Standards
Chapter 410.260 Location of Utilities in Right-of-Ways
Chapter 410.330 Sanitary Sewers
Chapter 710 Sewers and Sewerage Systems

SEWERAGE DESIGN

1. Waste Water Treatment Facility; Modifications to the existing treatment facility must be made under the direction of the Lake Ozark / Osage Beach Joint Sewer Board. Such modifications must be designed in accordance with, and approved by, the MDNR. If the city needs to have changes made in the plant, they must forward the request to the Joint Sewer Board.

2. Sewage Collection System; Modifications of, and additions to, the existing sewage collection system shall be made in accordance with MDNR regulations as supplemented herein.

3. Hydraulic Design shall be based upon the following criterion:

AVERAGE DAILY FLOWS

Type of Establishment	Pounds BOD per person	Gallons/Day per person
Residential		
Single family	0.17	100
Apartments	0.17	100
Condos	0.17	100
Commercial Food & Drink		
Tavern	0.01	2
Fast food	0.02	5
Restaurant	0.04	5
(with garbage grinder)	0.07	6
Car Wash (10.3 gpd/sf) (31.5 gpm Peak Hour / Bay)		See data To left
Institutions		
Day school		
W/ gym & showers	0.03	20
W/ cafeteria - ADD	0.02	4
W/ garbage grinding - ADD	0.02	1
Hospital - per bed	0.22	200
Nursing homes	0.17	125
Park restroom	0.02	5
Park restroom w/showers	0.06	25
Swimming pools	0.06	25
Country club per resident	0.17	100
Country club per member	0.06	25
Service Stations	0.01	5
Laundromats per machine	1.25	580
Hotels	0.15	50
Motel w/o restaurant	0.1	40
Luxury Resort	0.17	75
Camp trailer	0.08	30
Churches per seat	0.01	5
Stores, shopping centers, malls per 1000 sf of floor area	0.34	200
Stadiums, auditoriums, theaters or drive-ins per seat	0.01	5

*Includes infiltration

EQUIVALENT POPULATION

Facility	Persons/Unit
Single family residence	3.7
Apartment or condo	
one bedroom	2
two bedrooms	3
three bedrooms	3.7
Mobile homes	3
Camper trailer	3
Motels per room	3

PEAK HOURLY FLOW = 4 X AVERAGE DAILY FLOW

4. Gravity Sewers design shall conform to the applicable Missouri Department of Natural Resources regulations and as specified herein. The peak hourly flow shall be determined and the gravity line sized accordingly with the following additions:
   a. Gravity sewer laterals from a residence to grinder station or main:
      1) Shall be not less than 4-inch pipe.
      2) Shall have a cleanout located within 5 feet of the residence and at all vertical and horizontal bends; a sanitary tee within 5 feet of the grinder station or main; and a backflow valve adjacent the grinder station.
      3) Shall not exceed 150 feet in length. Residence service lines over 150 feet in length shall be treated as sewer mains.
      4) Shall be SCH 40 with SCH 40 fittings or ASTM D3034 DR 26 PVC with sanitary sewer DR 26 PVC or ductile iron fittings.
      5) All bends shall be long radius bends Short radius 90º bends are specifically prohibited.
   b. Gravity Sewer mains:
      1) Sewer mains shall be designed for the peak hourly flow and shall be not less than 8-inch pipe.
      2) Gravity sewer pipe shall be:
         a) Ductile iron, ASTM A746, Class 350 with cement lining. Ductile iron Push-on type joints and fittings shall be used, or
         b) ASTM 2241, DR 21, Class 150 with approved fittings.
         c) PVC, ASTM D3034, SDR 26, with SDR 26 PVC sanitary fittings.
         d) ASTM D3034, SDR 35, with SDR 35 fittings where maximum depth of cover is eight (8) feet or less.
         e) SCH 40 PVC with SCH 40 fittings
      3) Manholes shall be constructed at the end of main and at changes in horizontal or vertical alignment, or not more than every 350 feet.
      4) When a residence service line will exceed 150 feet, a manhole shall be constructed with a 4-inch service line to the residence and a minimum eight-inch main to remainder of the system.

5) All bends shall be long radius bends. Short radius 90^{o} bends are specifically prohibited.

c. Connections to sewer mains shall be made using a sanitary wye tapping fitting.

d. Connections to grinder pump basins:

1) Shall be made using a cast iron inlet hub of appropriate diameter and shall be bolted to the grinder basin and sealed with an approved silicone seal. A PVC backflow valve (check valve) shall be installed within 2 feet of the basin.

2) Inlet pipes shall be installed a minimum of four feet above the bottom of the grinder basin and not less than 18 inches below the top of the basin.

e. Bedding:

1) Shall be installed around the pipe from 3 inches below to 12 inches above the pipe. Bedding shall be nominal ½ inch minus crushed rock conforming to MoDOT Section 1004, Grade D, Chat, or pea-gravel, or Osage River Sand. Any material used shall have a PI of six or less.

f. Detectable Marking Tape and Toning Wire:

1) Metallic detectable marking tape, Type III, shall be placed in the trench above all sewers, gravity and pressure, one foot above the pipe.

2) No. 12 solid copper toning wire shall be located three inches above the sewer line and shall be continuous from terminus to terminus and shall include all city owned sewers.

g. Minimum grades for gravity sewers:

1) 4-inch sewer shall be not less than 1.00%

2) 6 inch sewer shall be not less than 0.67%

3) 8 inch sewer shall be not less than 0.50%

4) 10 inch sewer shall be not less than 0.33%

5) Larger shall be as approved by the City Engineer

h. Minimum depth of cover for gravity sewers:

1) Shall be not less than 18 inches above the top of pipe

i. Maximum depth of cover shall be eight (8) feet unless specifically authorized in writing by the City Engineer.

j. Manholes:

1) Shall be as detailed in the Osage Beach Design Guideline

2) Or as approved by the City Engineer

k. Valve Boxes:

1) Shall be Buffalo type with cast iron lid marked “sewer”.

l. Leak testing for gravity sewers:

1) Gravity sewer lines may be tested by air or water method.

a) Water Tests: Gravity sewer lines shall be plugged at the bottom end and filled with water to the top of the next upstream manhole; or if no manhole, to the top of the farthest upstream cleanout; and left for twenty-four hours. The line shall then be refilled with a measured amount of water. The allowable leakage shall be one gallon per hundred feet of line tested.

b) Air Tests: Test lines between manholes with low-pressure air. Safety requires a regulator or relief valve on pressurizing equipment, set at 8 psig. No one will be allowed in manholes while there is air pressure against test plugs.

1) Plug all pipe outlets to resist test pressure. Give special attention to laterals.
2) Plug all other pipes in both upstream and downstream manholes and fill manholes with clear water to just above the line plugged for testing. Any bubbles appearing during the test indicate leakage past a plug or in part of the test equipment.
3) Compute the test pressure by multiplying 0.43 times the elevation difference (in feet) of the upstream manhole rim and the invert of the line under test at the downstream manhole. The result is in psig and may be rounded to the nearest half psig. The test pressure shall be not less than 3.5 psig, nor more than 6.0 psig. Total line length included in any test section shall not exceed 400 feet.
4) Supply air into the line until test pressure is attained. Allow at least 5 minutes for air temperature in the test section to stabilize.
5) Reestablish the test pressure, and start a stop watch. Determine the time required for pressure to drop 0.5 psig.
6) If the pressure does not drop during the stabilization period, and no additional air has been added, the section undergoing test will have passed without further testing.
7) The pipe section will also have passed if the time observed for the pressure to drop 0.5 psig is greater than that determined by using the following table:

Pipe Size, Inches	Time
4	4 minutes 2 seconds
6	6 minutes 0 seconds
8	7 minutes 37 seconds
10	9 minutes 8 seconds
12	10 minutes 58 seconds
14	12 minutes 30 seconds
16	14 minutes 32 seconds

When a combination of more than one pipe size is under test, the calculated time for the larger pipe shall apply.

2) Manholes may be tested by vacuum or water method.
   a) Water Method: Manholes shall be tested by plugging inlet and outlet pipes and filling with water to the top of the manhole cover ring and letting set for twenty-four hours. The maximum leakage shall be a drop in water level of three inches.

5. Pressure Sewers design shall conform to MDNR requirements and as supplemented herein. The design of additions to the city sewer system shall minimize the need for pressure sewer to the maximum extent practicable in order to reduce the number of lift or grinder stations to the minimum required. Pressure sewers shall conform to the following criterion:
   a. Pressure sewers shall be designed for flow rates between 2.0 fps and a maximum of 5.0 fps. The minimum diameter of pipe used shall be 1-1/4 inches.
   b. Pressure pipe:
      1) Less than four inches in diameter shall be schedule 80 PVC or ASTM 2241, DR 21, Class 150, or HDPE AWWA C906, DR 9 copper tube size.
      2) Four inches and larger shall be: AWWA C151 Class 350 ductile iron, or AWWA C900 DR 18 Class 150 PVC.
   c. Joints:
      1) For SCH 80 pipe shall be solvent welded.
      2) For other pipe shall be neoprene lined push-on type joints or as approved by the City Engineer.
   d. Fittings:
      1) For Schedule 80 pipe shall be Schedule 80 fittings.
      2) For other pipe may be appropriately rated and compatible PVC or ductile iron on PVC and shall be ductile iron on ductile iron sewers. All fittings shall be neoprene gasket push-on type or as approved by the City Engineer.
      3) Long radius bends or multiple fittings shall be used. The use of short radius 90º bends is prohibited.
   e. The minimum cover for pressure sewer is 36 inches.
   f. The maximum depth of cover for pressure sewers is eight (8) feet unless specifically authorized in writing by the City Engineer.
   g. Bedding shall be installed around the pipe from 3 inches below to 12 inches above the pipe. Bedding shall be nominal ½ inch minus crushed rock conforming to MoDOT Section 1004, Grade D, Chat. Any material used shall have a PI of six or less.
   h. Detectable marking tape and Toning Wire:
      1) A metallic detectable marking tape, Type III, marked “Sewer Below” shall be placed in the trench one foot above all pressure sewers pipe.
      2) A No. 12 solid copper toning wire shall be installed three inches above the pressure sewer and shall extend from terminus to terminus.
   i. The check valve shall be brass body, single flap type.
   j. The inlet connection hub shall be cast iron inlet hub bolted to the basin. The back of the hub shall be sealed to the basin using approved silicone sealant. Appropriate inlet hubs are stocked by the ABS supplier.

k. An isolation valve shall be installed at the connection to the sewer main. The valve shall be brass body, globe valve of the same nominal size as the pressure sewer shall be installed at the connection to the sewer force main. The valve should be located so as to be outside roadway or other similar traffic areas. The globe valve shall have integral checks for open and closed positions. The valve shall be placed upon a concrete, or approved, masonry pedestal to prevent settlement; shall be covered with a buffalo type valve box and cover extended to one inch above the finished surface. If the finished surface is concrete or asphalt pavement in which case the valve box cover shall be flush with the paved surface. Valve box covers on pressure sewers shall be marked “SEWER”. The markings shall be cast into the cover.

l. The tapping saddle shall be Brass similar and equal to Ford. The tapping saddle shall be sealed to the pipe by means of a rubber "O" ring seal to provide a connection suitable for a working pressure of 200 psi. Tapping saddles shall have flanged or threaded outlets conforming to ANSI B16.1. If at all possible, all tapping saddles shall be in the horizontal position. Under no circumstances shall anyone make a wet tap without approval and authorization by the City Public Works Director.

m. Leakage test: Testing procedure is as follows:
   a. Upon completion of the water main it shall be cleaned and all dirt, trash, debris, and deleterious materials removed from the line.
   b. Filled to capacity and all extraneous air removed.
   c. Pressurize to 75 psi above normal working pressure at the test location and hold for a period of not less than two hours.
   d. At the end of the testing period the line shall be refilled with water and the amount of water to refill the line shall be measured and recorded.
   e. The amount of water to refill the line must be less than the maximum allowable leakage. The maximum allowable leakage shall be computed thusly:

$$Q_{Loss} = SDP^{1/2} / 133000$$

Where:

Q_{Loss} = Maximum allowable leakage
S = Length of the section tested in feet
D = Diameter of the pipe in inches
P = Test Pressure, PSI

DESIGN OF GRINDER PUMPS AND SEWAGE LIFT STATIONS

The design of grinder pump installation shall be certified by a Registered Professional Engineer and shall conform to MDNR and the City Of Osage Beach requirements. In order to reduce maintenance and operational cost, the city has selected ABS / Sulzer pumps and equipment as their standard. Accordingly, all grinder pumps and lift stations shall be designed using ABS /

Sulzer equipment unless specifically authorized by the City Engineer. The size, type, and capacity of the grinder pump, or lift station, shall be based upon the hydraulic loading and gradient necessary to pump sewage from the source to an appropriate location.

1. Hydraulic Design Considerations
   a. Using the previously presented charts determine the following:
      1) Average daily flow (ADF)
      2) Peak hourly flow (PHF)
   b. Calculate the following and provide calculations in the design submittal:
      1) Total static head from the proposed pump inlet to point of discharge. The point of discharge will be to the next lift station wet well on the sewer pressure main.
      2) Total dynamic head This must include total static head plus line friction losses for pipe, fittings, and connections from the proposed pump to the point of discharge. This also must include friction losses for flow in the main assuming that a portion of the downstream pumps are running. The City Engineer will be able to assist in this determination.
      3) Pumping Rate based upon wet well size and a maximum cycle time at peak hourly flow of six times per hour.
      4) Wet Well Capacity based upon a minimum storage above high pump off elevation of two hours of peak hourly flow or 45 minutes with SCADA installed. Wet well capacity shall be determined as follows:

$$V_M = (Q_{PHF} \text{ x } 120) + V_{HPO}$$

         Where V_M is the volume in the wet well below the inlet pipe, Q_{PHF} is the peak hourly flow in gpm and V_{HPO} is the volume in the wet well below the emergency pump on. The wet well design shall also conform to the following:
         a) The minimum diameter for simplex wet wells is 36 inches
         b) The minimum diameter for duplex wet wells is 48 inches
         c) The minimum depth from bottom invert of the inlet to bottom of the wet well is 48 inches.
         d) The maximum total depth of the wet well from lid to bottom is 12 feet.
      5) Select the pump model and horsepower from the ABS pump curves.
      6) Select the pressure line type and size as discussed under "pressure sewers" herein.
   c. Additional Limitations or Specifications for Grinder Pumps
      1) No more than two residences may be served by a simplex grinder station.
      2) No more than fifteen single-family residences, or their equivalent, may be served by a single duplex grinder station. This is subject to the review of the City Engineer.
      3) All commercial facilities shall have a duplex grinder pump station. In instances where a commercial facility has an average daily flow of less than 16 gpm, and no further development or additional capacity is

contemplated, a simplex pump and controls maybe installed in a duplex basin.

4) Triplex package units or custom-built lift stations are subject to the review and approval of the City Engineer.

5) Each Grinder Pump Station shall include an ABS pump(s) fiberglass basin including internal piping, pump base and guide rail; and ABS Pump Control Panel as described in the ABS specifications

   a) The basin will be an ABS basin, or the equivalent thereof, and either simplex or duplex as required. All internal piping and pump guide rails shall be stainless steel. A concrete anti-floatation ring shall be cast around the basin base. The basin cover (lid) shall be of steel with minimum thickness of ¼ inch and shall be coated with a high temperature baked epoxy or air-dried epoxy paint, green in color. The lid shall be fully bolted and/or hinged secured.
   b) All grinder stations of 6.2 HP or less shall have internal discharge piping of 1-1/4 inch stainless steel pipe.
   c) All grinder stations of more than 6.2 HP shall have stainless steel discharge piping of minimum two inch, or as approved by the City Engineer.
   d) All grinder stations shall have a brass-bodied globe valve installed in each discharge line within the grinder station at a location approved by the City Engineer.
   e) The minimum distance from top of grinder basin cover to top of inlet pipe shall be 18 inches.
   f) The minimum distance from top of grinder basin to bottom of discharge pipe(s) shall be 48 inches.
   g) The maximum depth of the grinder station basin shall be 12 feet.

6) Electrical Service for Sewage Lift Stations and Grinder Stations

   a) AmerenUE is the provider for electrical service. The owner, developer, or contractor shall make arrangements with AmerenUE for electrical service to the grinder station. Electrical energy shall be provided on a direct individually metered service of the appropriate capacity for the facility to be served.
   b) The use of "Add-a-Phase" or other artificial phasing devices is prohibited. When three phase service is required the owner or developer shall make all necessary arrangements with AmerenUE to provide the required service.

7) Grinder Station Electrical Panel: ABS / Electric Control Company shall provide the standard panel developed for the City of Osage Beach of the correct model to match the pump(s). The control panel shall be fully and completely compatible and parts interchangeable with existing city owned units or as directed by the City Engineer. It shall be mounted on galvanized steel rack at a height of approximately 5 feet above finished grade. Each control panel shall have a wiring diagram, or schematic,

attached to the inside of the outer door of the control panel box. All exterior wiring shall be run in rigid metal conduit. All work should be done in accordance with the National Electric Code and all material should be UL approved. The control rack shall be 24-inch frame width. Frame shall be 2 inch square steel tubing (#9 gauge minimum). All components shall be hot dip galvanized. Field cuts must be saw cut. Saw cuts shall be painted with Rust-Oleum or Galva-Well. Below grade metal components shall be painted with a minimum of two coats of Koppers Super Service (blk) Tenemec #450 Heavy Tenemecol coating/sealer, or approved equal. Legs shall be set in concrete. Concrete shall be a minimum of 18 inches deep and 12 inches in diameter. Electrical service wires, pump service wires, and float control wires, shall be run in minimum 2-inch galvanized rigid steel conduit. All bends and fittings shall be long radius bends. An explosion proof wye fitting shall be installed six inches below the control panel. No splice boxes will be permitted within the grinder pump basin. Riser for ground wire shall be in ½ inch rigid, galvanized steel, conduit with grounded bushings, with stubbed and bonding jumper.

8) Grounding Rod shall be copper clad grounding rod, ½ inch by 8 feet in length. The rod shall be driven vertically into the ground or as directed by the City Engineer.
9) Electric meter, meter base, disconnect, and panel shall comply with AmerenUE Service Manual, Section 5.3.1 (bypass requirements).
10) SCADA shall be provided by Systems Manufacturing, 14042 W 107th St. Lenexa, KS, 66215; phone (913) 485-3307.

<u>REQUIRED INSPECTIONS, TESTING, AND STARTUP PROCEDURE</u>

1. Construction Drawings are required for all gravity and pressure sewers and all grinder or sewage lift stations. Such drawings shall be designed and sealed by a Registered Professional Engineer in the State of Missouri.
2. All materials and equipment shall conform to the City of Osage Beach Design Guidelines.
3. All gravity and pressure sewers shall be inspected by Public Works Department Personnel prior to backfill.
4. All gravity and pressure sewers, manholes, and wetwells shall be tested for leakage as specified herein. All tests shall be performed in the presence of City personnel.
5. Grinder and sewage lift stations shall be fully tested for performance and operation in the presence of Public Works Department personnel. Such testing shall include pumping rates, pumping cycle tests including emergency alarm and startup of standby equipment (if so equipped), electrical current and voltage checks. The contractor / developer shall provide the services of a manufactures factory representatives to be present during the tests.
6. Upon completion of all testing startup procedures the Engineering Department will issue a certificate of acceptance. The system will not be connected to the city service or

accepted by the city until the acceptance certificate is issued. If the system can not be accepted no building occupancy permit will be issued.

AS CONSTRUCTED DRAWINGS AND MAINTENANCE DOCUMENTS

The Developer/Contractor shall provide the City Engineering Department with not less than two full sized "As Constructed" drawings certified as being correct record drawings by a Registered Professional Engineer in the State of Missouri.

The developer/contractor shall provide one copy of a certified and recorded utility easement for all sewerlines and grinder station sites to be turned over to the city. Easements shall be prepared and sealed by a Registered Land Surveyor in the State of Missouri.

TYPICAL DETAILS FOR SEWER APPURTENANCES

Sewer appurtenances shall conform to the Typical Details attached hereto.

PUBLIC INFORMATION PACKET – SEWER DESIGN

Applicants for a building or zoning permits will be provided with a "Sewer Information Packet" which reflects the requirements contained in this design manual and pertinent city ordinances. Such packet shall be considered as an approved part of the City Of Osage Beach Design Guideline.

SEPTIC TANK SYSTEMS

City Code Section 710.090 requires that any facility constructed within 300 feet of an existing city sewer must connect to such sewer. There are a few locations within the city where city sewer is not available. In those cases the owner may be authorized by the City Engineer to construct or repair a septic system.

REQUIREMENTS FOR AUTHORIZED PRIVATE SEWAGE DISPOSAL SYSTEMS

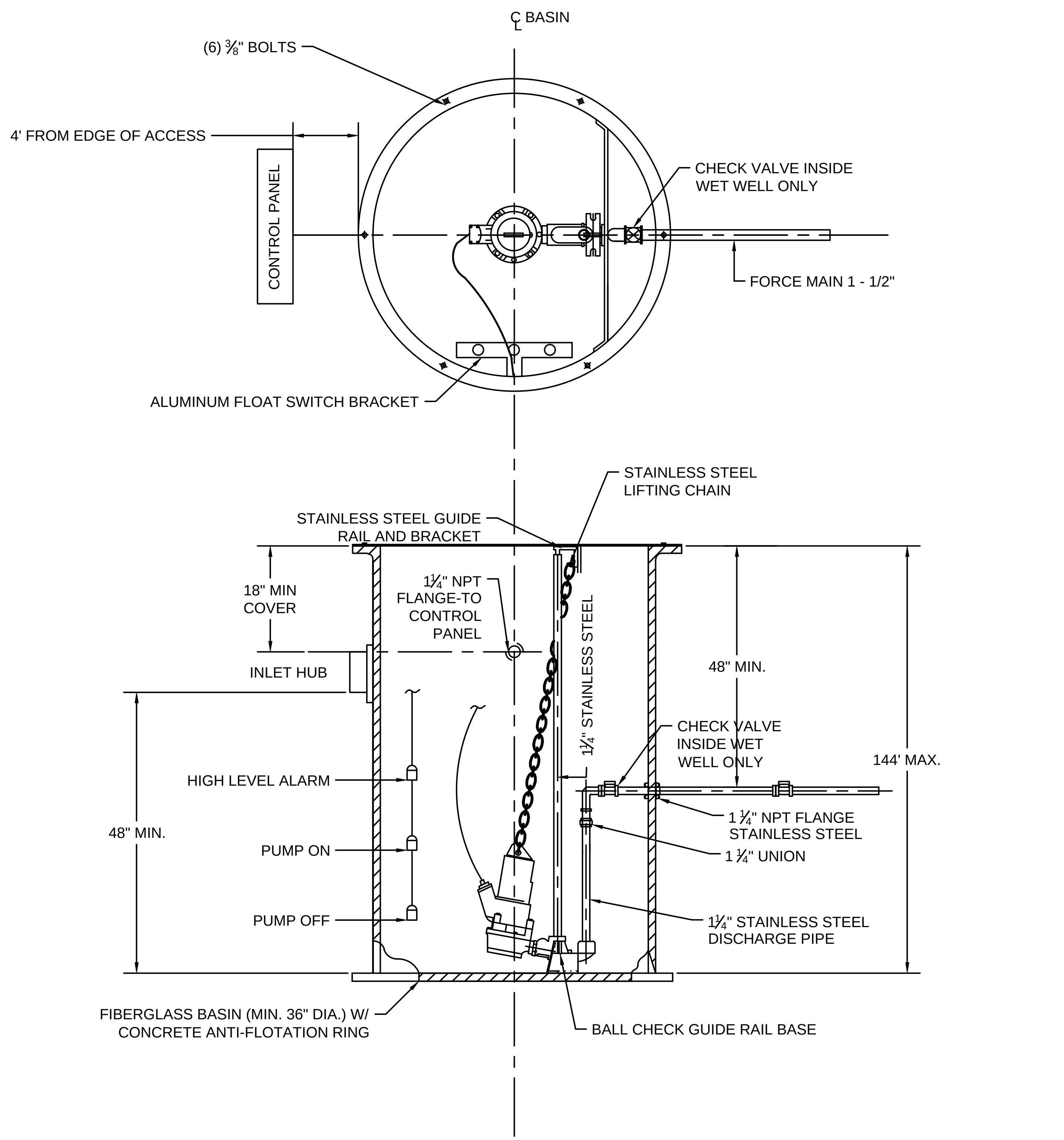
A Septic Tank Permit from the City Engineer is required prior to construction. Approved soil morphology, permeability tests and soil percolation tests, site topography, septic tank and absorption system, design by a registered professional engineer are required for the permit.

1. The system must be designed by a Registered Professional Engineer in accordance with Missouri Department of Health Regulations 710.025 through 710.059, Missouri Laws for On-site Sewage Disposal Systems, and 19 CSR 20-3.060 Minimum Standards for On-site Sewage Disposal Systems
2. Soil morphology, permeability tests and soil percolation tests shall be made by a registered professional engineer or state certified soil scientist. Tests and reports shall be in accordance with 19 CSR 20-3, Para (2) Site Evaluation.

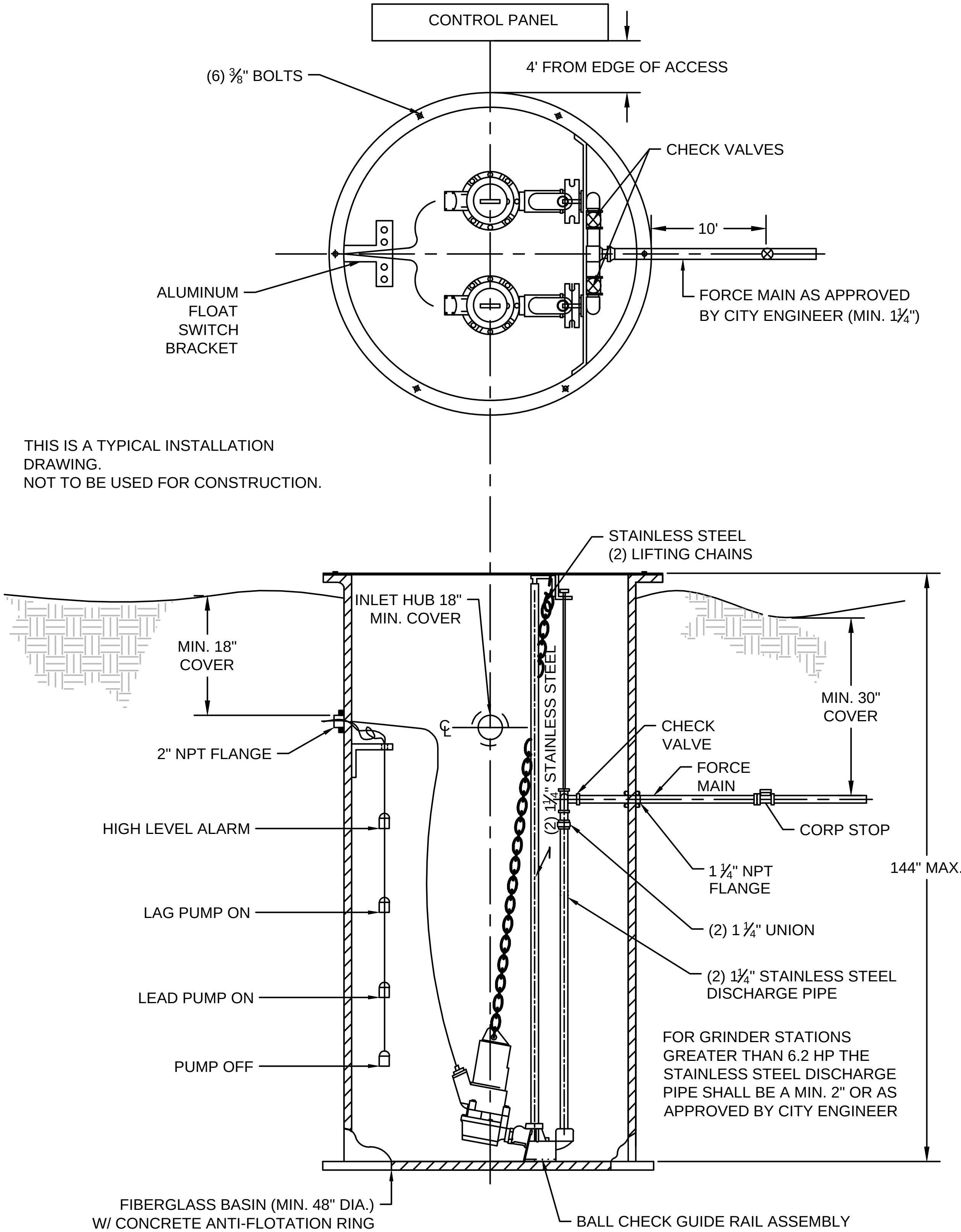
3. The Minimum Setback Distances shown in 19 CSR 20-3, Table 1 Minimum Setback Distances shall be strictly followed.
4. Flow Rates or Volumes shall be computed on the basis of 120 gal/day/bedroom or 60 gal/day/person, the minimum flow from a residence shall be 240 gal.
5. The minimum septic tank capacity shall be 1250 gallons. Septic tanks shall be constructed in strict conformance to 19 CSR 20-3, Para. (4).
6. Absorption Systems shall be in accordance with 19 CSR 20-3, Para. (5) Absorption Systems.
7. Alternative Systems shall be in accordance with 19 CSR 20-3, Para (6) Alternative Systems.

A Septic Tank Permit from the Public Works Director is required prior to construction. Approved soil morphology, permeability tests and soil percolation tests, site topography, septic tank and absorption system, design by a registered professional engineer are required for the permit.

END



Date Revised: JUNE, 2017	CITY OF OSAGE BEACH TYPICAL DETAIL SIMPLEX PUMP STATION	Design Guideline: SECTION 3
By: MLM		SEWERAGE DESIGN
Checked By: NLE		Drawing No.: III-7



THIS IS A TYPICAL INSTALLATION DRAWING.
NOT TO BE USED FOR CONSTRUCTION.

FOR GRINDER STATIONS GREATER THAN 6.2 HP THE STAINLESS STEEL DISCHARGE PIPE SHALL BE A MIN. 2" OR AS APPROVED BY CITY ENGINEER

Date Revised: JUNE, 2017	CITY OF OSAGE BEACH	Design Guideline: SECTION 3
By: MLM	TYPICAL DETAIL	SEWERAGE DESIGN
Checked By: NLE	DUPLEX PUMP STATION	Drawing No.: III-8

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 08/02/18

Originator: ***(Name/Title)*** Ed Rucker/City Attorney for Mayor Olivarri

Date Submitted: 07/23/18

Agenda Item Title:

Bill 18-41 - An Ordinance of the City of Osage Beach, Missouri, Repealing Sections 215.050 through 215.190 of the Osage Beach Code of Ordinances and Reenacting New Section 215.050 through 215.190 Dealing with Litter and Trash in the City.

Presented by: ***(Name/Title)*** Ed Rucker/City Attorney

Requested Action:

- [ ] **Motion to Approve**
- [x] **First Reading of Bill #** 18-41
- [ ] **Second Reading of Bill #** ______________
- [ ] **Resolution #** ______________
- [ ] **Proclamation**
- [ ] **Public Hearing**
- [ ] **Other (Describe)** ______________

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

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action: YES ○ NO ◉

If yes, explain:

Fiscal Impact:

Not Applicable ☑

Budgeted Item: YES ○ NO ○

If no, provide funding source: ______________

Budget Line Item/Title: ______________

FY_____Budgeted Amount:	$ ______________
Expenditures to Date________:	($______________)
Available:	$ 0.00
Requested Amount:	$ ______________

Attachments: YES ◉ NO ○

If yes, list attachments:

Bill 18-41

Department Comments and Recommendation:

This is a reworking of our existing Anti-Litter regulations requested by Mayor Olivarri. This draft is based on ideas from Springfield and several other surrounding municipalities in Missouri.

The form and content is a legal exercise for the powers of local government and may be adopted in the Board's discretion.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 18-41 is in correct form as per City Attorney.

This ordinance change and revisions were requested by the Aldermen; adoption is at the Board's discretion.

BILL NO. 18-41 ORDINANCE NO. 18.41

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, REPEALING SECTIONS 215.050 THROUGH 215.190 OF THE OSAGE BEACH CODE OF ORDINANCES AND REENACTING NEW SECTIONS 215.050 THROUGH 215.190 DEALING WITH LITTER AND TRASH IN THE CITY

WHEREAS, litter trash and rubbish on the side of the road and along our streets and highways is a public problem and a visual blight on our city; and,

WHEREAS, the Board of Aldermen hereby finds and determines that litter trash and rubbish on the side of the road and along our streets and highways impairs the property values of our city and makes the city less attractive place to work, live and play and therefore the Board hereby declares that such litter trash and rubbish on the side of the road and along our streets and highways is a public nuisance; and,

WHEREAS, the Board of Aldermen conclude that the following new sections should be adopted into the code of ordinances to give the city and the citizens some new tools to fight the blight of litter trash and:

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

Section 1. That Sections 215.050 through Section 215.190 of the Osage Beach Code of Ordinances be and are hereby repealed.

Section 2. That new Sections 215.050 through Section 215.190 of the Osage Beach Code of Ordinances be and are hereby enacted as follows:

Section 215.050 Definitions.

For the purpose of this Article the following terms, phrases, words, and their derivations shall have the meaning given herein:

AUTHORIZED PRIVATE RECEPTACLE:

A container of watertight construction with a tight-fitting lid or cover capable of preventing the escape of contents within. Such receptacles shall have handles or other means for safe and convenient handling and is of such size or sufficient capacity to hold all litter generated between collection period and shall follow the regulations promulgated.

CONSTRUCTION SITES:

Any private or public property upon which repairs to existing buildings, construction of new buildings, or demolition of existing structures is taking place.

LITTER:

Garbage, refuse, and rubbish and all other waste material which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety and welfare.

LOADING AND UNLOADING DOCK:

Any dock space or area used by any moving vehicle for receiving, shipping and transporting goods, wares, commodities and persons located on or adjacent to any stream, river or land.

PRIVATE PREMISES:

All property including, but not limited to, vacant land or any land, building or other structure designed or used for residential, commercial, business, industrial, institutional or religious purposes, together with any yard, grounds, walk, driveway, fence, porch, steps, vestibule, mailbox and other structure appurtenant thereto.

PUBLIC PLACE:

All streets, sidewalks, boulevards, alleys or other public ways, lakes, rivers, watercourses or fountains and all public parks, squares, spaces, grounds, and buildings.

PUBLIC RECEPTACLE:

Any receptacles provided by or authorized by the City.

VEHICLE:

Every device in, upon or by which any person or property is or may be transported or drawn upon land or water, including devices used exclusively upon stationary rails or tracks.

Section 215.060 Illegal Littering and Dumping of Trash in a Public Place.

A. Prohibited. No person shall dump or otherwise deposit or cause, permit, suffer or allow the dumping or depositing of any trash, garbage, rubbish, yard waste, litter or any other offensive or disagreeable thing in any public place, public building or market, or on or along any sidewalk, street, alley, boulevard, highway, right-of-way, viaduct, tunnel, park or parkway, or upon any private property or in any refuse container located on private property without the consent of the owner of the property, nor shall any person dump or deposit or cause, permit, suffer or allow the dumping or depositing of garbage or household refuse in any City litter can upon any street.

B. Evidence of Violation. i) Bags, mounds and accumulations of trash. When in any Bags, mounds and accumulations of trash there is evidence showing any three (3) or more items found in any bag, mound of accumulation of such garbage, rubbish, yard waste, litter or refuse to be identifiable or traceable to a specific individual shall constitute prima facie evidence that such garbage, rubbish, yard waste, litter or refuse was under the control of that individual and was so dumped or deposited where subsequently found with that individual's knowledge and consent.

ii) Any item of garbage, rubbish, yard waste, litter or refuse which is identifiable or traceable to a specific individual shall constitute prima facie evidence that such garbage, rubbish, yard waste, litter or refuse was under the control of that individual and was so dumped or deposited where subsequently found with that individual's knowledge and consent.

Section 215.070 Prevention of Scattering.

Persons placing litter in public receptacles or in authorized private receptacles shall do so in such manner as to prevent litter from being carried or deposited by the elements upon any public place or private premises.

Section 215.080 Upsetting or Tampering with Receptacles.

No person shall upset or tamper with a public or private receptacle designed or used for the deposit of litter or cause or permit its contents to be deposited or strewn in or upon any public place or private premises.

Section 215.090 Sidewalks and Alleys to Be Kept Free from Litter.

Persons owning, occupying or in control of any public place or private premises shall keep the sidewalks and alleys adjacent thereto free of litter.

Section 215.100 Duty of business owners to maintain premises free of litter.

A. The owner or person in control of a business shall maintain the property in such a manner that litter which is a result of his business operation will be prevented from being carried or deposited by the elements upon any street, sidewalk or other public place or upon any other private property. Owners or persons in control of a business shall keep their premises free from litter by picking up the litter at regular intervals and depositing this litter into receptacles. A regular interval shall be whatever period that is necessary to keep litter from being carried or deposited by the elements upon any street, sidewalk or other public place or upon any other property; provided, however, that this section shall not apply to the owner or operator of the business who at reasonable intervals collects and removes the litter which has been carried or deposited by the elements upon a street, sidewalk or other public place or upon private property. Persons owning or occupying places of business within the city shall maintain the sidewalk and the parkway in front of their business free of litter.

B. The owner or person in control of any private premises shall, if public receptacles are unavailable, maintain authorized private receptacles for collection in such a manner that litter will be prevented from being carried or deposited by the elements upon any public place or private premises.

Section 215.110 Littering from Vehicles

A. No person, while the operator of or passenger in a vehicle, shall deposit litter upon any public place or private premises.

B. No person shall drive or move any loaded truck or other vehicle within the City unless such vehicle is so constructed or loaded as to prevent any part of its load, contents or litter from being blown or deposited upon any public place or private premises.

C. Any person, whether or not such person is a citizen of the city, who shall witness the throwing, dumping or depositing of litter from a motor vehicle onto any public highway, street or road, onto another's property without the owner's permission, onto public park recreation lands, or onto any other public property, except such as is designated for the throwing, dumping or depositing of litter, may report the date and time of day of the littering and the license plate registration number and state of registration to any local law enforcement authority. The license plate registration number as recorded shall constitute prima facie evidence that the littering was done by the person to whom such motor vehicle is registered. Any person so reporting a violation shall be required to appear as a witness in any prosecutions resulting therefrom.

Section 215.120 Litter in Parks.

No person shall deposit litter in any park within the City except in receptacles and in such a manner that the litter will be prevented from being carried or deposited by the elements upon any part of the park or upon any other public place or private premises. Where receptacles are not provided, all such litter shall be removed from the park by the person responsible for its presence and properly disposed of elsewhere in a lawful manner.

Section 215.130 Sweeping litter into gutters.

No person shall sweep into or deposit in any gutter, street or other public place within the city the accumulation of litter from any building or lot or from any public or private sidewalk or driveway.

Section 215.140 Posting Notices Prohibited.

No person shall post or affix any notice, poster or other paper or device, calculated to attract the attention of the public upon any public place, except as may be authorized or required by law. No person except the owner or tenant shall post any such notice on private property, without the permission of the owner or tenant.

Section 215.150 Construction Sites

A. Each contractor shall be responsible for the job site so that litter will be prevented from being carried or deposited by the elements upon any public place or other private premises.

Section 215.160 Loading and Unloading Docks.

The person owning, operating or in control of a loading or unloading dock shall maintain private receptacles for collection of litter, and shall always maintain the dock area free of litter in such manner that litter will be prevented from being carried or deposited by the elements upon any public place or private premises.

Section 215.170 Depositing litter on property of another.

A person shall not throw, dump, deposit or cause to be thrown, dumped or deposited litter on property owned by another person, without the permission of the owner or occupant of such property. If an object of litter is discovered on another person's property and permission was not given to use the property for such purpose, then it shall be presumed that the person whose name appears on the object threw, dumped, deposited or caused it to be thrown, dumped or deposited there. If the throwing, dumping or depositing of litter was done from a motor vehicle, except public transportation for hire while carrying passengers, it shall be presumed that the throwing, dumping or depositing was done by the driver of the motor vehicle. Presumptions in this section may be overcome by proof that the person identified from the litter caused the litter to be collected and transported for disposal at an approved site by a person licensed by the city to collect and dispose of solid waste.

Section 215.180 Clearing of Litter from Open Private Property by City.

The procedure for the removal of litter from private premises and the charging of expense thereof as a lien upon such property to be collected shall be in accordance with the State Statutes. The Chief of Police shall be responsible for the implementation of this enforcement program.

Section 215.190 Penalty.

A. Any person, firm or corporation violating any provision of this Article shall be punished pursuant to the general penalty Section 100.190 of this code. Every day any violation of this Chapter or any other ordinance or any such rule, regulation, notice or order shall continue shall constitute a separate offense.

Section 3. Severability

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

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

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

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

READ FIRST TIME: _______________ READ SECOND TIME: _______________

I hereby certify that Ordinance No.18.41 was duly passed on ________________ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays:

Abstentions: Absent:

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

____________________ ___________________________________

Date Cynthia Lambert, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No.18.41.

John Olivarri, Mayor

Date

Cynthia Lambert, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 08/02/18

Originator: ***(Name/Title)*** Ed Rucker / City Attorney

Date Submitted: 07/23/18

Agenda Item Title:

Bill 18-42 - An Ordinance of the City of Osage Beach, Missouri, Establishing a New Section 505.140 Open Burning, Which Enacts Policies and Restrictions on the Open Burning of Trash, Rubbish and Waste Within the City.

Presented by: ***(Name/Title)*** Ed Rucker / City Attorney

Requested Action:

- [ ] **Motion to Approve**
- [x] **First Reading of Bill #** 18-42
- [ ] **Second Reading of Bill #** ______________
- [ ] **Resolution #** ______________
- [ ] **Proclamation**
- [ ] **Public Hearing**
- [ ] **Other (Describe)** ______________

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

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action: YES ○ NO ◉

If yes, explain:

Fiscal Impact:

Not Applicable ☑

Budgeted Item: YES ○ NO ○

If no, provide funding source: ______________

Budget Line Item/Title: ______________

FY____Budgeted Amount:	$ ______________
Expenditures to Date________:	($______________)
Available:	$ 0.00
Requested Amount:	$ ______________

Attachments: YES ◉ NO ○

If yes, list attachments:

Bill 18-42

Department Comments and Recommendation:

This ordinance amends the Osage Beach Code of Ordinances concerning restrictions on the open burning of trash rubbish and landscape waste with in the City. This is a revised version of the original draft prepared at the request of the Board of Alderman to consider something more direct.

This version attempts to:

Banning the burning of treated lumber

Banning the burning or trash and household waste (My notes here indicate the board was interested in focusing on burning trash in a barrel.)

Requiring a permit where applicable from the Osage Beach Fire Protection District This is a policy decision within the board's discretion.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 18-42 is in correct form as per City Attorney.

This ordinance change and revisions were requested by the Aldermen; adoption is at the Board's discretion.

BILL NO. 18-42 ORDINANCE NO. 18.42

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ESTABLISHING A NEW SECTION 505.140 OPEN BURNING, WHICH ENACTS POLICIES AND RESTRICTIONS ON THE OPEN BURNING OF TRASH, RUBBISH AND WASTE WITH IN THE CITY

WHEREAS, the Board of Aldermen hereby finds it in the public interest to regulate certain open burning and fires within the City as a matter of public safety; and,

WHEREAS, the Board of Aldermen conclude that such regulation of fires and open burning is necessary and proper exercise of the police power of local government:

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

Section 1. That a new Section 505.140 of the Osage Beach Code of Ordinances be and is hereby enacted as follows:

Sec. 505.140

(a) The open burning of household trash rubbish waste or refuse, including garbage, is prohibited by this code without any exceptions.

(b) No person shall cause or allow the burning of household trash rubbish waste or refuse, including garbage as defined in subsection (d) below, in any open chamber or barrel.

(c) No person shall cause or allow the burning of any treated wood or lumber which is defined as any wood of lumber that has been chemically treated for any reason, including but not limited to resistance to moisture, fungi insects and pests or contains more than an insignificant amount of paint, varnish, or other coating.

(d) Before any ignition or starting of any outdoor fire, any person conducting such open burning shall first check with the Osage Beach Fire Protection District if there is a burn ban in place. If the burn is one that requires a burn permit such person shall not commence the burn without having received a burn permit.

(e) The following activities are not in violation of this article:

a. The setting of fires to combat or limit existing fires, when reasonably necessary in the judgment of the responsible government official.

b. Recreational and cooking fires or the burning of fuels for legitimate campfire, recreational and cooking purposes or in domestic fireplaces, in areas where such burning is consistent with other laws; provided that under no circumstances shall any garbage be burned.

c. Any burning conducted pursuant to an open burn permit from the Environmental Protection Agency (EPA) or Missouri Department of Natural Resources (DNR). Open burning conducted in accordance with a permit granted by the Department of Natural Resources of the state shall be done only in accordance with the terms and conditions of the permit.

d. A controlled burn of dead grass and vegetation less than 1 foot in height is permitted on a residential premise when attended by and adult with sufficient equipment to control or extinguish the fire.

(f) Violations of this section are punishable under the general penalty section of this code Section 100.190. Every day any violation of this section occurs shall constitute a separate offense.

Section 2. Severability

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

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

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

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

READ FIRST TIME: _______________ READ SECOND TIME: _______________

I hereby certify that Ordinance No.18.42. was duly passed on ________________ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays:

Abstentions: Absent:

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

____________________ ____________________________________
Date Cynthia Lambert, City Clerk

Approved as to form:

____
Edward B. Rucker, City Attorney

I hereby approve Ordinance No.18.42.

____
John Olivarri, Mayor

________________________________ _____________________________________
Date Cynthia Lambert, City Clerk

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 08/02/18

Originator: ***(Name/Title)*** Jeana Woods, City Administrator

Date Submitted: 07/23/18

Agenda Item Title:

Discussion: Use Tax

Presented by: ***(Name/Title)*** Jeana Woods, City Administrator

Requested Action:

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

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

N/A

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

If yes, explain:

Fiscal Impact:

Not Applicable ☑

Budgeted Item: YES ○ **NO** ○

If no, provide funding source: ______________

Budget Line Item/Title: ______________

FY____Budgeted Amount: $ ______________

Expenditures to Date________: ($______________)

Available: $ 0.00

Requested Amount: $ ______________

Attachments: YES ◉ **NO** ○

If yes, list attachments:

Use Tax FAQ and Myths

Department Comments and Recommendation:

N/A

City Administrator Comments and Recommendation:

In the simplest terms, a Use Tax is a Sales Tax applied to purchases of goods by Missouri businesses and residents from out-of-state vendors. The Use Tax is applied to the same type of products subject to Sales Tax; any items exempt from a Sales Tax also are exempt from the Use Tax. The amount of Use Tax due on a purchase is equal to the sales tax rate in effect at the location where the product is delivered. It is NOT a 'double tax'; if you pay a Sales Tax, you do not pay a Use Tax; a consumer never pays both.

Use Tax is a Sales Tax imposed on purchases of goods by businesses and residents in Missouri from out-of-state vendors. This is NOT a new tax. The State of Missouri enacted a Use Tax in the 1960s and during the 1990s the local Use Tax was implemented. Nearly 45 states, including the State of Missouri, many counties, including Camden County, and more than half of all cities in Missouri with populations of over 2,000 have voter approved Use Tax in place. Many cities are currently requesting voter approval! The State of Missouri mandates that any local Use Tax be applied at the same rate as the local Sales Tax. Our current Sales Tax rate is 2.0%.

The City of Osage Beach does not have a Use Tax enacted by the voters. Therefore, Osage Beach misses on the Use Tax revenue stream estimated by the Missouri DOR to be approximately $226,000 annually.

Sales Tax vs. Use Tax:

A purchase made in a 'brick-and-mortar' store or on-line with the product being shipped within the State of Missouri—a Sales Tax applied scenario exists. When a product is purchased and distributed from an out-of-state vendor location, i.e. on-line or catalog--a Use Tax applied scenario exists. Osage Beach businesses are at a competitive disadvantage to out-of-state businesses who don't charge our Sales Tax on the purchases to our businesses or residents. By having a Use Tax for Osage Beach this levels the playing field between the local retailers and the out-of-state vendors, particularly business-to-business transactions.

Sales Tax Example:

Sales Tax applies any time someone goes into a retailer and buys an applicable item:

1. ACME, Inc. based in Osage Beach, MO. makes a purchase of computers at a local office supply store,
2. The local office supply store adds Sales Tax to the purchase and ACME, Inc. pays the price plus the Sales Tax.
3. The Sales Tax is distributed to the State of Missouri and then forwarded to the City of Osage Beach.

Use Tax Example:

Use Tax applies anytime a business makes an eligible purchase from an out-of-state retailer:

1. ACME, Inc. based in Osage Beach, MO. makes an on-line or catalog purchase of computers from Computer Warehouse located in Colorado,
2. Computer Warehouse of Colorado ships the product from its Denver warehouse to Osage Beach, adds the Use Tax to the purchase and ACME, Inc. pays the price plus the Use Tax.
3. Computer Warehouse of Colorado is then responsible for distributing the Use Tax to the State of Missouri, who then passes it onto the City of Osage Beach,
4. ACME, Inc. pays the exact amount of tax it would have paid had the purchase occurred at the local retailer.

Enclosed is a fact sheet that includes additional FAQs and Myths about the Use Tax that was put together with the assistance from MML to better educate on the topic.

The City of Osage Beach would benefit from having a Use Tax enacted. To do this, we need voter approval. Our neighboring cities are also in discussions on the topic anticipating a November 6, 2018, ballot issue to the voters and presenting the issue to the community at the same time is recommended. The deadline for a November ballot would be August 28, 2018.

Specific benefits to the City of Osage Beach to consider:

- Potential revenue - estimated $226,000 annually - General Fund services and capital- Public Safety; Parks & Recreation; Emergency Services – Specific dedication based on Board of Aldermen's discretion
- Support our local retail businesses - removes the incentive to purchase out-of-state/levels the playing field
- Establishes the Use Tax in the event of future changes in legislation
- Diversification of the City's tax base

CITY OF OSAGE BEACH
USE TAX

FREQUENTLY ASKED QUESTIONS ABOUT THE USE TAX:

What is the Use Tax?

A Use Tax is a sales tax imposed on the purchase of goods by MO residents from out-of-state vendors. The Use Tax is applied to the same type of products subject to traditional sales tax. While the sales tax rate is based on the point of sale, the Use Tax rate is determined based on the point of delivery.

What is the Use Tax rate?

The Use Tax is imposed at the same rate as the local Sales Tax rate, currently (2.0%). If the local Sales Tax rate is reduced or raised by voter approval, the local Use Tax shall also be reduced by the same action.

What if I buy something from a MO retailer using the internet; will the Use Tax apply?

No. Use Tax does not apply to purchases made by MO residents from a MO retailer. The Use Tax applies to purchases from out-of-state vendors only. If a MO resident buys a product from a MO vendor over the internet, the sales tax based on the vendor's location would apply to the purchase.

Do other MO cities have a Use Tax?

YES! Approximately half of all MO cities with populations of 2,000 or more already have a Use Tax in place. The City of Osage Beach does not.

Now that Amazon has announced it will collect MO Tax, won't our city revenue increase?

Only cities that have passed the local option Use Tax can expect a revenue increase from Amazon sales.

How is the Use Tax reported?

Businesses report their Use Tax quarterly to the State of MO. If the business does not collect the tax, the consumer is responsible for self-reporting purchases subject to the Use Tax exceeding two thousand dollars ($2,000.00) in a calendar year to the MO DOR. Residents self-report annually on their taxes due every April 15th. This is not a new reporting obligation imposed by the Use Tax.

Why is Use Tax important to the citizens of Osage Beach?

Local businesses are required to pay the local Sales Tax. With no local Use Tax in place, consumers have an incentive to purchase items from out-of-state vendors instead of buying locally. This costs the city local jobs & tax revenue because millions of dollars are sent out of our state & local economy. A Use Tax would ensure that if you are already paying tax on items purchased online, that revenue would stay in your community.

The City of Osage Beach needs to maintain this revenue stream for vital City services such as:

- Parks & Recreations
- Law Enforcement emergency vehicles & equipment
- 911 Communications equipment

How much can the City of Osage Beach receive from a local Use Tax?

The MO DOR issues public information reports for Use Tax taxable sales & purchases by locality. Using the 2% local tax rate, the Use Tax revenue that Osage Beach would have received from 2015 & 2016 is approximately $226,000.00 annually.

What about vehicle purchases? Are they treated differently than other purchases?

Yes, the purchase of vehicles, trailers, boats, & outboard motors are treated differently than other retail purchases. The sales tax on these purchases is assessed based on the location the item is registered at. When MO residents purchase a car at an auto dealership, no sales tax is paid on the purchase. Instead, when the resident goes to license the vehicle, trailer, boat or outboard motor with DOR, the local sales tax will be imposed based on the address of the registrant.

Where can I go for more information?

Please visit the Missouri Department of Revenue website at https://dor.mo.gov/business/sales/.

TOP 10 MYTHS INVOLVING THE USE TAX:

Myth #1: The Use Tax must be passed by 2018.
There is no deadline for the passage of the local Use Tax & cities may absolutely bring the issue to the voters after 2018.

Myth #2: The Missouri DOR is already collecting the local Use Tax & holding those funds for cities.
The local Use Tax is only imposed upon voter approval. DOR will not collect a local Use Tax until citizens approve the tax locally. Additionally, DOR is not holding any funds for cities to be turned over upon passage of the Use Tax.

Myth #3: Passage of the Use Tax means every time a resident buys something on the Internet, our city will receive revenue.
Although passage of a local Use Tax will allow a city to impose the tax on purchases made by residents from out-of-state vendors. Currently, when vendors don't collect the Use Tax the consumer is supposed to self-report if their total annual purchases from out-of-state vendors exceed $2,000 (on purchases for which no Use Tax was paid.). It is important to remember that the Use Tax only applies to goods purchased from vendors located outside of MO. When MO residents buy things online from vendors located in MO, they will pay the sales tax rate imposed at that MO vendor's location with the revenue from the local sales tax going to local jurisdiction in which the vendor is located.

Myth #4: We don't need to pass the local Use Tax because Federal action such as Marketplace Fairness or the Wayfair vs. South Dakota Supreme Court Case will impose the tax for us.
The U.S. Supreme Court did away with the requirement for vendors to have nexus in the state. MO cities will only see a revenue gain from that decision if they have a Use Tax in place. The same can be said about the federal Marketplace Fairness Act, sponsored by MO Sen. Blunt & supported by Sen. McCaskill; if this bill were to pass, only cities with an existing Use Tax would see a revenue increase.

Myth #5: We don't need to pass the local Use Tax because the State is going to join the Streamlined Sales Tax Compact.
Even if the MO Legislature passes legislation for MO to enter the Streamlined Sales Tax Compact, that legislation, as currently written, would still require local municipalities to get voter approval for a Use Tax for the local sales tax rate to apply to out-of-state purchases.

Myth #6: The Use Tax is illegal because Congress has outlawed taxes on the internet.
In 2015, Congress passed the Permanent Internet Tax Freedom Act. This law prohibits state & local taxes on internet service providers. This law has nothing to do with taxes on goods sold over the internet.

Myth #7: Amazon is already collecting our local sales tax &/or Amazon is only collecting the state sales tax.
There's lots of conflicting information surrounding last year's mega announcement that Amazon would begin collecting MO taxes. While news reports often proclaimed that Amazon would be collecting MO "Sales Tax", the tax collected is the "Use Tax". Moving forward, upon completion of Amazon's Hazelwood & St. Peters facilities, the DOR has reported that it will consider those facilities to be the point of sale for goods originating from those facilities. This means residents in other locations in MO will pay the local sales tax rate to Hazelwood or St. Peters on goods shipped from those facilities. Presumably goods shipped from Amazon facilities located outside MO will be subject to the Use Tax.

Myth #8: Passage of a local Use Tax will mean our residents will now have to self-report their online purchases.
MO already imposes a statewide Use Tax. This means consumers & businesses that make more than $2,000 worth of purchases from out-of-state vendors (that don't collect the Use Tax) must self-report their Use Tax debt. While passage of a local Use Tax will mean that the local sales tax rate must be added to the tax rate the individual self-reports, the passage of the local Use Tax does not change the self-report requirement. In other words, residents who don't currently self-report will not suddenly need to self-report because of the city having passed the local Use Tax.

Myth #9: MO has so many jurisdictions with so many different tax rates it's impossible for vendors to know what tax rate to impose.
Computers & Geographic Information Software (GIS) make such worries a thing of the past. Although there may be specific instances where an address has been coded with the wrong tax rate, DOR can very easily provide the tax rate for almost any location in the state.

Myth #10: The Use Tax is double taxation.
The Use Tax is imposed only when MO residents purchase goods from out-of-state vendors & plans for those goods shipped to be used in MO. If a Use Tax is paid on the purchase, a sales tax will not also apply. For instance, if a MO resident travels to Illinois & makes a purchase while in that state the resident will pay the Illinois sales tax & will not pay the MO Use Tax when the good is brought back to MO.

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 08/02/18

Originator: *(Name/Title)* Jeana Woods, City Administrator

Date Submitted: 07/23/18

Agenda Item Title:

Bill 18-43 - An Ordinance imposing a Use Tax for General Revenue Purposes at the rate of two percent (2%) pursuant to the authority granted by and subject to the provisions of sections 144.600 through 144.761 RsMO; providing for the Use Tax to be repealed, reduced, or raised in the same amount as any city Sales Tax as repealed, reduced, or raised; and providing for submission of the proposal to the qualified voters of the city for their approval at the general election called and to be held in the city on November 6, 2018.

Presented by: *(Name/Title)* Jeana Woods, City Administrator

Requested Action:

- ☐ **Motion to Approve**
- ☑ **First Reading of Bill #** 18-43
- ☐ **Second Reading of Bill #** ____________
- ☐ **Resolution #** ____________
- ☐ **Proclamation**
- ☐ **Public Hearing**
- ☐ **Other (Describe)** ____________

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

RSMo 144.757 - Imposing Use Tax; Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action: YES ◉ **NO** ○

If yes, explain:

An August 28 deadline occurs for the November election.

Fiscal Impact:

Not Applicable ☑

Budgeted Item: YES ○ **NO** ○

If no, provide funding source: ____________

Budget Line Item/Title: ____________

FY____Budgeted Amount: $ ____________

Expenditures to Date________: ($____________)

Available: $ 0.00

Requested Amount: $ ____________

Attachments: YES ◉ **NO** ○

If yes, list attachments:

Bill 18.43, Use Tax FAQ and Myths

Department Comments and Recommendation:

N/A

City Administrator Comments and Recommendation:

In the simplest terms, a Use Tax is a Sales Tax applied to purchases of goods by Missouri businesses and residents from out-of-state vendors. The Use Tax is applied to the same type of products subject to Sales Tax; any items exempt from a Sales Tax also are exempt from the Use Tax. The amount of Use Tax due on a purchase is equal to the Sales Tax rate in effect at the location where the product is delivered. It is NOT a 'double tax'; if you pay a Sales Tax, you do not pay a Use Tax; <u>a consumer never pays both</u>.

Use Tax is a Sales Tax imposed on purchases of goods by businesses and residents in Missouri from out-of-state vendors. This is NOT a new tax. The State of Missouri enacted a Use Tax in the 1960s and during the 1990s the local Use Tax was implemented. Nearly 45 states, including the State of Missouri, many counties, including Camden County, and more than half of all cities in Missouri with populations of over 2,000 have voter approved Use Tax in place. Many cities are currently requesting voter approval! The State of Missouri mandates that any local Use Tax be applied at the same rate as the local Sales Tax. Our current Sales Tax rate is 2.0%.

The City of Osage Beach does not have a Use Tax enacted by the voters. Therefore, Osage Beach misses on the Use Tax revenue stream estimated by the Missouri DOR to be approximately $226,000 annually.

<u>Sales Tax vs. Use Tax:</u>
A purchase made in a 'brick-and-mortar' store or even on-line and the product is shipped within the State of Missouri—a Sales Tax applied scenario exists. When a product is purchased and distributed from an out-of-state vendor location, i.e. on-line or catalog--a Use Tax applied scenario exists. Osage Beach businesses are at a competitive disadvantage to out-of-state businesses who don't charge our Sales Tax on the purchases to our businesses or residents. By having a Use Tax for Osage Beach this levels the playing field between the local retailers and the out-of-state vendors, particularly business-to-business transactions.

Sales Tax Example:

Sales tax apples any time someone goes into a retailer and buys an applicable item:

1. ACME, Inc. based in Osage Beach, MO. makes a purchase of computers at a local office supply store,
2. The local office supply store adds Sales Tax to the purchase and ACME, Inc. pays the price plus the Sales Tax.
3. The Sales Tax is distributed to the State of Missouri and then forwarded to the City of Osage Beach.

Use Tax Example:

Use Tax applies anytime a business makes an eligible purchase from an out-of-state retailer:

1. ACME, Inc. based in Osage Beach, MO. makes an on-line or catalog purchase of computers from Computer Warehouse located in Colorado,
2. Computer Warehouse of Colorado ships the product from its Denver warehouse to Osage Beach, adds the Use Tax to the purchase and ACME, Inc. pays the price plus the Use Tax.
3. Computer Warehouse of Colorado is then responsible for distributing the Use Tax to the State of Missouri, who then passes it on to the City of Osage Beach,
4. ACME, Inc. pays the exact amount of tax it would have paid had the purchase occurred at the local retailer.

Enclosed is a fact sheet that includes additional FAQs and Myths about the Use Tax that was put together with the assistance from MML to better educate on the topic.

The City of Osage Beach would benefit from having a Use Tax enacted. To do this, we need voter approval. Our neighboring cities are also in discussions on the topic anticipating a November 6, 2018, ballot issue to the voters and presenting the issue to the community at the same time is recommended. The deadline for a November ballot would be August 28, 2018.

Specific benefits to the City of Osage Beach to consider:

- Potential revenue - estimated $226,000 annually - General Fund services and capital- Public Safety; Parks & Recreation; Emergency Services – Specific dedication based on Board of Aldermen's discretion
- Support our local retail businesses - removes the incentive to purchase our-of-state/levels the playing field
- Establishes the Use Tax in the event of future changes in legislation
- Diversification of the City's tax base

BILL NO. 18-43 ORDINANCE NO. 18.43

AN ORDINANCE IMPOSING A USE TAX FOR GENERAL REVENUE PURPOSES AT THE RATE OF TWO PERCENT (2%) PURSUANT TO THE AUTHORITY GRANTED BY AND SUBJECT TO THE PROVISIONS OF SECTIONS 144.600 THROUGH 144.761 RSMO; PROVIDING FOR THE USE TAX TO BE REPEALED, REDUCED OR RAISED IN THE SAME AMOUNT AS ANY CITY SALES TAX AS REPEALED, REDUCED OR RAISED; AND PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE GENERAL ELECTION CALLED AND TO BE HELD IN THE CITY ON NOVEMBER 6, 2018.

WHEREAS, the City has imposed total sales taxes, as defined in Section 32.085 RSMo, at the rate of two percent (2%); and

WHEREAS, the City is authorized, under Section 144.757 RSMo, to impose a local use tax at a rate equal to the rate of the total local sales taxes in effect in the City; and

WHEREAS, a local use tax will require the same tax rate be charged on purchases made from businesses located outside Missouri as our charged by businesses in Osage Beach eliminating a competitive advantage of out-of-state businesses; and

WHEREAS, the proposed City use tax cannot become effective until approved by the voters at a municipal, county or state general, primary, or special election;

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

Section 1. Pursuant to the authority granted by, and subject to, the provision of Sections 144.600 through 144.761 RSMO, a use tax for general revenue purposes is imposed for the privilege of storing, using or consuming within the City any article of tangible personal property. This tax does not apply with respect to the storage, use or consumption of any article of tangible personal property purchase, produced or manufactured outside this state until the transportation of the article has finally come to rest within this City or until the article has become commingled with the general mass of property of this City.

Section 2. This rate of the tax shall be two percent (2%). If any city sales tax is repealed or the rate thereof is reduced or raised by voter approval, the city use tax rate also shall be deemed to be repealed, reduced or raised by the same action repealing, reducing or raising the city sales tax.

Section 3. The tax shall be submitted to the qualified voters of Osage Beach, Missouri, for their approval, as required by the provisions of Section 144.757 RSMo, at the election hereby called and to be held in the City on Tuesday, the 6th day of November, 2018. The ballot of submission shall contain substantially the following language:

Shall the city of Osage Beach impose a local use tax at the same rate as the total local sales tax rate, currently 2%, provided that if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action? A use tax return shall not be required to be filed by persons whose purchases from out-of-state vendors do not in total exceed two thousand dollars in any calendar year.

☐ YES ☐ NO

If you are in favor of the question, darken the oval opposite the word "YES". If you are opposed to the question, darken the oval opposite the word "NO".

Section 4. Within ten (10) days after the approval of this ordinance by the qualified voters of Osage Beach, Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City clearly showing the boundaries thereof.

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

READ FIRST TIME: READ SECOND TIME:

I hereby certify that the above Ordinance No. 18.43 was duly passed on _______________ the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: Nays:

Abstain: Absent:

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

_____________________ _____________________________

Date Cynthia Lambert, City Clerk

Approved as to form:

____

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.43.

John Olivarri, Mayor

Date

ATTEST:

Cynthia Lambert, City Clerk

CITY OF OSAGE BEACH
USE TAX

FREQUENTLY ASKED QUESTIONS ABOUT THE USE TAX:

What is the Use Tax?

A Use Tax is a sales tax imposed on the purchase of goods by MO residents from out-of-state vendors. The Use Tax is applied to the same type of products subject to traditional sales tax. While the sales tax rate is based on the point of sale, the Use Tax rate is determined based on the point of delivery.

What is the Use Tax rate?

The Use Tax is imposed at the same rate as the local Sales Tax rate, currently (2.0%). If the local Sales Tax rate is reduced or raised by voter approval, the local Use Tax shall also be reduced by the same action.

What if I buy something from a MO retailer using the internet; will the Use Tax apply?

No. Use Tax does not apply to purchases made by MO residents from a MO retailer. The Use Tax applies to purchases from out-of-state vendors only. If a MO resident buys a product from a MO vendor over the internet, the sales tax based on the vendor's location would apply to the purchase.

Do other MO cities have a Use Tax?

YES! Approximately half of all MO cities with populations of 2,000 or more already have a Use Tax in place. The City of Osage Beach does not.

Now that Amazon has announced it will collect MO Tax, won't our city revenue increase?

Only cities that have passed the local option Use Tax can expect a revenue increase from Amazon sales.

How is the Use Tax reported?

Businesses report their Use Tax quarterly to the State of MO. If the business does not collect the tax, the consumer is responsible for self-reporting purchases subject to the Use Tax exceeding two thousand dollars ($2,000.00) in a calendar year to the MO DOR. Residents self-report annually on their taxes due every April 15th. This is not a new reporting obligation imposed by the Use Tax.

Why is Use Tax important to the citizens of Osage Beach?

Local businesses are required to pay the local Sales Tax. With no local Use Tax in place, consumers have an incentive to purchase items from out-of-state vendors instead of buying locally. This costs the city local jobs & tax revenue because millions of dollars are sent out of our state & local economy. A Use Tax would ensure that if you are already paying tax on items purchased online, that revenue would stay in your community.

The City of Osage Beach needs to maintain this revenue stream for vital City services such as:

- Parks & Recreations
- Law Enforcement emergency vehicles & equipment
- 911 Communications equipment

How much can the City of Osage Beach receive from a local Use Tax?

The MO DOR issues public information reports for Use Tax taxable sales & purchases by locality. Using the 2% local tax rate, the Use Tax revenue that Osage Beach would have received from 2015 & 2016 is approximately $226,000.00 annually.

What about vehicle purchases? Are they treated differently than other purchases?

Yes, the purchase of vehicles, trailers, boats, & outboard motors are treated differently than other retail purchases. The sales tax on these purchases is assessed based on the location the item is registered at. When MO residents purchase a car at an auto dealership, no sales tax is paid on the purchase. Instead, when the resident goes to license the vehicle, trailer, boat or outboard motor with DOR, the local sales tax will be imposed based on the address of the registrant.

Where can I go for more information?

Please visit the Missouri Department of Revenue website at https://dor.mo.gov/business/sales/.

TOP 10 MYTHS INVOLVING THE USE TAX:

Myth #1: The Use Tax must be passed by 2018.
There is no deadline for the passage of the local Use Tax & cities may absolutely bring the issue to the voters after 2018.

Myth #2: The Missouri DOR is already collecting the local Use Tax & holding those funds for cities.
The local Use Tax is only imposed upon voter approval. DOR will not collect a local Use Tax until citizens approve the tax locally. Additionally, DOR is not holding any funds for cities to be turned over upon passage of the Use Tax.

Myth #3: Passage of the Use Tax means every time a resident buys something on the Internet, our city will receive revenue.
Although passage of a local Use Tax will allow a city to impose the tax on purchases made by residents from out-of-state vendors. Currently, when vendors don't collect the Use Tax the consumer is supposed to self-report if their total annual purchases from out-of-state vendors exceed $2,000 (on purchases for which no Use Tax was paid.). It is important to remember that the Use Tax only applies to goods purchased from vendors located outside of MO. When MO residents buy things online from vendors located in MO, they will pay the sales tax rate imposed at that MO vendor's location with the revenue from the local sales tax going to local jurisdiction in which the vendor is located.

Myth #4: We don't need to pass the local Use Tax because Federal action such as Marketplace Fairness or the Wayfair vs. South Dakota Supreme Court Case will impose the tax for us.
The U.S. Supreme Court did away with the requirement for vendors to have nexus in the state. MO cities will only see a revenue gain from that decision if they have a Use Tax in place. The same can be said about the federal Marketplace Fairness Act, sponsored by MO Sen. Blunt & supported by Sen. McCaskill; if this bill were to pass, only cities with an existing Use Tax would see a revenue increase.

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