



CITY OF OSAGE BEACH
BOARD OF ALDERMEN MEETING

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

NOTICE OF OPEN MEETING

TENTATIVE AGENDA
REGULAR MEETING
SEPTEMBER 2, 2010 – 6:30 P.M.
CITY HALL

******* Note: Make sure that your cell phone is turned off or on a silent tone only. Please sign the attendance sheet located at the podium if you desire to address the Board.**

CALL TO ORDER
Pledge of Allegiance
Roll Call

MAYOR'S COMMUNICATIONS

CITIZENS' COMMUNICATIONS

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

APPROVAL OF CONSENT AGENDA

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

- Minutes of 08/19/10 (Page 01)
- Bills (Page 07)
- Liquor Licenses:
 1. Bridgeview Marina - Caterer's license for 09/18-09/19 (Page 18)
 2. Chicago Brothers Pizza & Pub – Caterer's license for 09/25 (Page 19)
 3. Dragon House Buffet (Page 20)
 4. Linn Creek/Osage Beach Lions Club – Picnic License for 09/25 (Page 21)

UNFINISHED BUSINESS

None

NEW BUSINESS

- A. Public Hearing. Amendment to the Sign Ordinance to Address Sign Location on the 54 Expressway (Page 22)
- B. Bill No. 10-45. Amendment to the Sign Ordinance to Address Sign Location on the 54 Expressway. First Reading (Page 23)
- C. Bill No. 10-48. Authorizing the City to Participate in the Missouri EMS Agent Corporation (MoEMSAC) and Authorizing the Mayor to Execute Agency Agreement. First Reading (Page 28)
- D. Bid Award. City Hall Janitorial Services (Page 58)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

ADJOURN

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

September 2, 2010

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a regular meeting on Thursday, September 2, 2010, at 6:30 p.m. at City Hall. The following were present: Mayor Penny Lyons, Alderman Lois Farmer, Alderman David Gasper, Alderman Steve Kahrs, Alderman John Olivarri, Alderman Kevin Rucker and Alderman Ron Schmitt. In the absence of the City Clerk, Deputy City Clerk Nancy Clark was present and performed the duties of that office.

Mayor's Communications. Mayor Lyons thanked those Aldermen and staff who attended the Chamber breakfast and City Planner Cary Patterson for providing an update on City projects. Lyons also announced that the Missouri Court of Appeals, Western District ruled in favor of the Joint Sewer Board and against the Department of Natural Resources and Magruder Limestone Company, Inc., in an ongoing dispute over quarry operations. The Court stated that the applicant, Magruder Limestone had the burden of persuading the Commission that their quarrying operations would not unduly impair the Petitioners' health, safety or livelihood. The Bureau of Land Reclamation's decision to grant the permit was also reversed and remanded to them for a new hearing. Mayor Lyons has made this information available on the City's website, www.osagebeach.org.

The City's 10th Annual Fall Festival will be held on September 11, 2010 according to Lyons. City Staff and volunteers have put a lot of work into making this a great celebration for the City. "We will have a lot of information available at the City booth for the Public Forum," commented Lyons. "I urge everyone to attend and volunteer", said Lyons, adding, "there are always openings in the dunk tank."

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

Consent Agenda.

Alderman Farmer moved to approve the consent agenda which includes minutes of the regular meeting held on August 19, 2010, the bill list as submitted and liquor licenses to the following:

Bridgeview Marina	Caterer's license for 09/18 – 08/19
Chicago Brothers Pizza & Pub	Caterer's license for 09/25
Linn Creek/Osage Beach Lions Club	Picnic license for 09/25
Dragon House Buffet	

Alderman Schmitt seconded the motion which was voted on and unanimously passed.

Unfinished Business. None

New Business.

Public Hearing. Amendment to the Sign Ordinance to Address Sign Location on the 54 Expressway.

City Planner Cary Patterson explained that the Planning Commission approved the amendment at their August 10, 2010 meeting and is requesting approval of the amendment by the Board of Aldermen. The proposed changes address signage on the new 54 Expressway and mirror the sign ordinances of MoDOT with the exception of height and distance from the roadway restrictions, commented Patterson. MoDOT does not have a height restriction and the City is requesting a maximum of 80 feet, and MoDOT has a 600 foot approved distance from the roadway, but the City is requesting a maximum of 200 feet.

Alderman Kahrs asked if the ordinance would allow for variances and Patterson commented that he prefer the ordinance be written with height restrictions, not allowing for variances. Kahrs is concerned that a limit of 80 feet is too low and signs will be obstructed or not visible to the public causing problems for area businesses.

Mayor Lyons opened the public hearing.

No one was present who wished to speak in favor of or in opposition to the Sign Ordinance Amendment.

Mayor Lyons closed the public hearing at 6:50 p.m.

Bill No. 10-45. Amendment to the Sign Ordinance to Address Sign Location on the 54 Expressway.

Alderman Olivarri questioned whether the amendment was specifically designed for the 54 Expressway and if so does it meet the needs of sign companies in allowing for the placement of signs. He asked Planner Patterson what the highest a sign would be above the road bed if the 80 feet began at the base. Patterson responded that the height would be 150 feet – 160 feet.

Rich Martin of LAMAR Signs was present and stated that his company would work under the restricted height if necessary but there are several areas where signs would not be seen because of trees and other right-of-way restrictions. Martin said a height restriction of 150 feet would be ideal but his company could work within the 120 - 130 foot restrictions. Martin and Chad Hagar (Olympus Media) both explained that the 80 foot level would be agreeable to them if the measurement began at the base of the sign, at ground or road level not below.

Discussion was held regarding the face of the signs, total square footage allowed and the distance allowed between each sign.

Alderman Kahrs asked to have the City Attorney review and rewrite the ordinance. The other Board members concurred.

Alderman Kahrs moved to postpone Bill No. 10-45. Alderman Rucker seconded the motion which was voted on and passed.

Alderman Kahrs excused himself from the meeting at 7:20 p.m.

Bill No. 10-48. Authorizing the City to Participate in the Missouri EMS Agent Corporation (MoEMSAC) and Authorizing the Mayor to Execute Agency Agreement.

Emergency Services Coordinator Gary Woodson explained that new Medicaid changes and regulations make it more difficult to collect funds for ambulance services and this organization (MoEMSAC) has been established to work with cities in collecting and distributing all assessments and taxes. Jason White of MoEMSAC was present and explained to the Board of Aldermen that the City is not obligated to participate, but the goal is to pool funds from other participating cities and distribute them more effectively.

City Treasurer Karri Bell spoke in favor of the agency stating that it is very difficult to collect funds from Medicaid because the system is so difficult to understand, and this would make it easier to follow regulations.

Alderman Rucker commented that he is personally familiar with five of the nine board members, and with more than 80% of cities participating; it is a good value and a way to increase revenue for the City.

Mayor Lyons presented the first reading of Bill 10-48 by title only. It was noted that Bill 10-48 has been available for public review.

Alderman Rucker moved to approve the first reading of Bill 10-48 as presented. Alderman Schmitt seconded the motion which was voted on and passed.

Bid Award. City Hall Janitorial Services.

City Building Official Ron White stated that four bids were received with B & H Cleaning being the low bidder. B & H Cleaning is our current vendor.

Vincent Cleaning	\$22,000.00
Additional Services	\$18.00 per hour
B & H Cleaning	\$17,500.00
Additional Services	\$18.00 per hour
Clean Rite Cleaning Services	\$23,400.00
Additional Services	\$15.00 per hour
Jani King Cleaning	\$25,140.00
Additional Services	\$17.50 per hour

Alderman Olivarri moved to award the janitorial services to B & H Cleaning, the low bidder, in the amount of \$17,500 under line item 10-09-742000. Alderman Gasper seconded the motion which was voted on and passed.

Communications from Board Members.

Alderman Rucker. Alderman Rucker asked Alderman Schmitt to suggest to the Joint Sewer Board that after the Magruder ruling we might look into getting some reimbursement for the attorney fees. City Attorney Rucker stated that a motion has already been filed with Judge Connelly.

Alderman Farmer. Alderman Farmer thanked all who joined in the Walk for the Fallen Warriors held at the City Park. Special thanks to Park Director Brian Willey for his assistance and to Airport Manager Budd Hyde for the tour of the airports.

Alderman Schmitt. Alderman Schmitt reported on historical events of August 30, 31 and September 1 and 2nd.

Staff Communications.

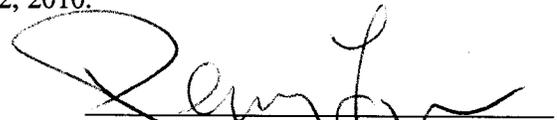
Assistant City Administrator. Jeana Albertson reported that the Fall Festival will be held at the City Park on Saturday, September 11, 2010.

Park Manager. Brian Willey thanked all that participated in the Walk for the Fallen Warriors. He also announced that a fishing tournament for children is planned for October 9th.

There being no further business to come before the Board, the meeting adjourned at 7:33 p.m.

I, Nancy Clark, Deputy City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on September 2, 2010.


Nancy Clark, Deputy City Clerk


Penny Lyons, Mayor

000007

**CITY OF OSAGE BEACH
BILLS LIST
September 2, 2010**

Bills Paid Prior to Board Meeting	123,665.21
Payroll Paid Prior to Board Meeting	130,235.87
SRF Transfer Prior to Board Meeting	216,490.27
TIF Transfer Prior to Board Meeting	49,699.94
TIF Pilots Transfer Prior to Board Meeting	0.00
Bills Pending Board Approval	83,836.08
Total Expenses	<u>603,927.37</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	FAMILY SUPPORT PAYMENT CENTER MO DEPT OF REVENUE	Case# 26v050500201	229.54
			AUG BOOKS & MISC SALES TAX	0.68
		INTERNAL REVENUE SERVICE	State Withholding	4,056.00
			Fed WH	10,886.31
		FICA	7,551.11	
		Medicare	1,766.02	
		CENTIER BANK	Savings Bonds	128.86
		BANKCARD CENTER 3374	EBAY FEES	717.63
		ICMA	Retirement 457 &	659.82
			Retirement 457	2,308.50
		Loan Repayments	1,228.01	
		Loan Repayments	654.28	
		401 Loan Payment	292.34	
		401 Loan Payment	147.56	
		Loan Repayments	108.47	
		Retirement Roth IRA	185.00	
		ONE TIME VENDOR	Bond Refund:080132505-01	400.00
		Bond Refund:090265369-01	126.00	
		Bond Refund:092185242-01	300.50	
		TOTAL:	31,746.63	
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	166.36
			Medicare	38.93
		LYONS, PENNY	MILEAGE REIMB	59.70
		ICMA	Retirement 401	121.00
		ONE TIME VENDOR FAMILY OF JAYDON LYNN	MEMORIAL	50.00
TOTAL:	435.99			
Collector	General Fund	INTERNAL REVENUE SERVICE	FICA	6.20
			Medicare	1.45
			TOTAL:	7.65
City Administrator	General Fund	INTERNAL REVENUE SERVICE	FICA	405.30
			Medicare	94.79
		BANKCARD CENTER 3374	RATE SCHEDULE BROCHURES	33.58
		ICMA	Retirement 401	402.53
TOTAL:	936.20			
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	410.70
			Medicare	96.06
		ICMA	Retirement 401	393.12
TOTAL:	899.88			
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	436.81
			Medicare	102.16
		ICMA	Retirement 401	448.19
TOTAL:	987.16			
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	91.55
			Medicare	21.41
		ICMA	Retirement 401	92.76
TOTAL:	205.72			
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	272.58
			Medicare	63.75
		ICMA	Retirement 401	263.79

000009

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	600.12
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	362.95
			Medicare	84.88
		ICMA	Retirement 401	360.43
			TOTAL:	808.26
Building Maintenance	General Fund	AT & T/CITY HALL	AUG SERVICE	1,595.98
			TOTAL:	1,595.98
Parks	General Fund	AMEREN UE	LOWER DIAMOND LIGHTS	9.33
			CITY PARK #2 DISPLAY C	9.82
			FISH HATCHERY RD SOCCER FI	18.61
			CITY PARK #2 DISPLAY D	9.82
			FISH HATCHERY RD BALL FIEL	343.58
			CITY PARK #2 DISPLAY B	9.33
			BALL DIAMONDS CONS STAND	95.85
			CITY PARK #2 DISPLAY A	19.31
			HWY 42 BALL PK LTS	17.27
			CITY PARK #2 IRRIGATION PU	10.01
		MO DEPT OF NATURAL RESOURCES	DNR LABRATORY SERVICE FEES	105.00
		INTERNAL REVENUE SERVICE	FICA	318.73
			Medicare	74.54
		ICMA	Retirement 401	161.66
			TOTAL:	1,202.86
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	140.59
			Medicare	32.88
		ICMA	Retirement 401	113.98
			TOTAL:	287.45
Police	General Fund	ARNALL, RICK	BEVERAGES FOR EXPLORERS	35.74
		INTERNAL REVENUE SERVICE	FICA	2,995.89
			Medicare	700.65
		ICMA	Retirement 401	2,965.18
			TOTAL:	6,697.46
911 Center	General Fund	INTERNAL REVENUE SERVICE	FICA	802.83
			Medicare	187.76
		ICMA	Retirement 401	802.90
			TOTAL:	1,793.49
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	273.24
			Medicare	63.90
		ICMA	Retirement 401	267.37
			TOTAL:	604.51
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA	582.18
			Medicare	136.16
		ICMA	Retirement 401	447.06
			TOTAL:	1,165.40
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	285.20
			Medicare	66.70
		ICMA	Retirement 401	277.66
			TOTAL:	629.56

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000010 AMOUNT
Economic Development	General Fund	LAKE OF THE OZARKS REG ECON DEV COUNCI	2010-2011 ANNUAL MEMBERSHI	1,000.00
			TOTAL:	1,000.00
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	332.17
		INTERNAL REVENUE SERVICE	Fed WH	931.53
			FICA	660.10
			Medicare	154.38
		BANKCARD CENTER 3374	EBAY FEES	53.71
		ICMA	Retirement 457	50.00
			Loan Repayments	34.92
			TOTAL:	2,216.81
Transportation	Transportation	AMEREN UE	STREET LIGHTS	2,832.35
			STREET LIGHTS	865.38
		AMEREN UE	KK DR LTG PALISADES COMMON	79.78
		INTERNAL REVENUE SERVICE	FICA	660.10
			Medicare	154.39
		BANKCARD CENTER 3374	HOSEBARB PORT FITTING STRG	18.62
		ICMA	Retirement 401	662.58
		ONE TIME VENDOR FIRST BANK OF THE LAKE	IRRIGATION REPAIR-NEW SIDE	1,335.00
			TOTAL:	6,608.20
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	AUG WATER SALES TAX	2,092.27
			State Withholding	263.86
		INTERNAL REVENUE SERVICE	Fed WH	697.18
			FICA	505.57
			Medicare	118.24
		CENTIER BANK	Savings Bonds	26.93
		ICMA	Retirement 457	12.50
			Loan Repayments	101.70
			Loan Repayments	153.06
			401 Loan Payment	64.32
			401 Loan Payment	75.98
			Loan Repayments	68.06
		CAMDEN COUNTY RECORDER OF DEEDS	WATER LIEN & RELEASE	26.50
			TOTAL:	4,206.17
Water	Water Fund	AMEREN UE	PARKVIEW WELL	893.96
			BLUFF RD WATER TOWER	1,184.38
			COLLEGE WELL BEHIND CHURCH	28.14
			HOLIDAY SHORES WELL	9.33
		RICHARDS, RON	MILEAGE REIMB 08/11-08/17/	40.80
		INTERNAL REVENUE SERVICE	FICA	505.58
			Medicare	118.23
		BANKCARD CENTER 3374	DELL DRUM KIT & TOMER	215.97
			BRIZENDINE ROOM	73.93
			BRIZENDINE ROOM 07/28	73.93
		ICMA	Retirement 401	512.25
		BRIZENDINE, TERRY	MILEAGE REIMBURSMENT	90.00
			MILEAGE REIMBURSMENT	90.00
			MILEAGE REIMB 08/04-08/10/	4.00
			MILEAGE REIMBURSMENT	75.00
		DEGRAZIA, PHIL	MILEAGE REIMB 08/04-08/10/	22.00
		DUNHAM, LOYD	MILEAGE REIMB 08/04-08/10/	69.00
			TOTAL:	4,006.50

000011

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	365.97
		INTERNAL REVENUE SERVICE	Fed WH	997.16
			FICA	704.74
			Medicare	164.80
		ICMA	Retirement 457	32.50
			Loan Repayments	164.62
			Loan Repayments	100.91
			401 Loan Payment	108.67
		CAMDEN COURT	Case #09CM-SC00020	120.05
		CAMDEN COUNTY RECORDER OF DEEDS	SEWER LIEN & RELEASE	26.50
			TOTAL:	2,785.92
Sewer	Sewer Fund	AMEREN UE	GRINDER PUMPS & LIFT STATI	4,837.71
		AMEREN UE	835 E HWY 42 LIFT STATION	14.18
			5304 BROADWATER BAY SEWER	10.27
			1003 BLUFF GRINDER PUMP	10.64
			PASSOVER RD SEWER	23.13
			3797 HWY 54 PUMP	15.23
			PASSOVER RD LIFT STATION	379.35
			PRAIRIE HOLLOW RD LIFT STA	17.39
			749 HWY 42 SIFT STATION	9.33
			800 HWY 42 LIFT STATION	9.51
		INTERNAL REVENUE SERVICE	FICA	704.73
			Medicare	164.80
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	JUNE FLOWS	31,973.73
			JUNE FLOWS	1,934.00
		BANKCARD CENTER 3374	DELL DRUM KIT & TOMER	215.98
		ICMA	Retirement 401	703.02
		MCELROY, SHAWN	MILEAGE REIMB 08/04-08/10/	87.60
		PEDROLA, TOM	MILEAGE REIMB 08/11-08/14/	105.70
			TOTAL:	41,216.30
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	395.00
		INTERNAL REVENUE SERVICE	Fed WH	1,128.24
			FICA	772.70
			Medicare	180.72
		CENTIER BANK	Savings Bonds	23.08
		ICMA	Retirement 457	100.00
			TOTAL:	2,599.74
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	772.70
			Medicare	180.72
		ICMA	Retirement 401	601.35
			TOTAL:	1,554.77
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	AUG LCF SALES TAX	3,336.90
			State Withholding	131.20
		INTERNAL REVENUE SERVICE	Fed WH	361.85
			FICA	315.29
			Medicare	73.72
		ICMA	Retirment 457 &	106.99
			Loan Repayments	16.89
			TOTAL:	4,342.83
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN UE	TERMINAL BLDG KAISER	561.05
			LCF NEW AIRPORT HANGAR	91.88

000012

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	FICA	315.27
			Medicare	73.72
		ICMA	Retirement 401	270.78
			TOTAL:	1,312.70
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	AUG GG SALES TAX	4.32
			State Withholding	94.80
		INTERNAL REVENUE SERVICE	Fed WH	225.83
			FICA	253.09
			Medicare	59.20
		ICMA	Retirment 457 &	71.33
			TOTAL:	708.57
Grand Glaize Airport	Grand Glaize Airpo	INTERNAL REVENUE SERVICE	FICA	253.10
			Medicare	59.20
		ICMA	Retirement 401	190.08
			TOTAL:	502.38

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

10	General Fund	51,604.32
20	Transportation	8,825.01
30	Water Fund	8,212.67
35	Sewer Fund	44,002.22
40	Ambulance Fund	4,154.51
45	Lee C. Fine Airport Fund	5,655.53
47	Grand Glaize Airport Fund	1,210.95
GRAND TOTAL:		123,665.21

000013

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	FEDERAL EXPRESS CORP	JASON LYON	64.23
			TOTAL:	64.23
Mayor & Board	General Fund	HY-VEE FOOD & DRUG STORES INC	WES BROWN SERVICE	58.00
			AMY LEUKTEMEYER FUNERAL	57.86
			TOTAL:	115.86
City Clerk	General Fund	MO DEPT OF REVENUE	JULY SALES TAX REPORT	35.00
		STAPLES ADVANTAGE	CALCULATOR, COPY PAPER	82.71
			TOTAL:	117.71
City Treasurer	General Fund	STAPLES ADVANTAGE	CHAIR	197.99
			TOTAL:	197.99
Municipal Court	General Fund	QUILL	RUBBER BANDS	4.76-
			TOTAL:	4.76-
Building Inspection	General Fund	FLEET ONE	BLDG DEPT FUEL	37.55
			BLDG DEPT FUEL	37.46
			TOTAL:	75.01
Building Maintenance	General Fund	LAKE SUN LEADER 81525 & 1586450	JANITORIAL SERVICE BIDS	148.50
		CED PHILLIPS & CO	FLUOR LPS, ELTRN BLST	56.43
			CED PHILLIPS & CO	48.94
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC	100.20
		SHANNON PAINTER DBA B & H CLEANING	CITY HALL CLEANING	1,541.67
		CULLIGAN LAKE OF THE OZARKS	WATERSOFTENER REPAIR	477.20
		MO STATE AGENCY FOR SURPLUS	RECYCLE/TRASH BIN	30.00
			TOTAL:	2,402.94
Parks	General Fund	PURCELL TIRE CO	LAWN MOWER FLAT REPAIR	20.80
		WALMART COMMUNITY BRC	DIESEL, BBQ TL SET, ICE TR	66.82
		WOODS LAWN & GARDEN	BALL JOINT	24.25
		MEEKS BUILDING CENTER	RAKE	18.49
			RAKE	18.49
		FLEET ONE	PARKS FUEL	289.17
			PARKS FUEL	111.77
		GB MAINTENANCE SUPPLY	ODOR ELIMINATOR, TRASH BAG	172.52
			TP, M-FOLD TOWELS	58.11
		TALLMAN COMPANY	CLOSET FLUSHOMETER REP/KIT	71.47
		O'REILLY AUTO PARTS	DUST MASKS, QUIK DETAIL	17.95
		LAKE LIFESTYLE RENTAL & SALES	LADDER RACK, GRINDING DISC	38.15
		SHERWIN-WILLIAMS	SHERSTRIPE	22.14
		UNIFIRST CORPORATION	PARK DEPT UNIFORMS	4.46
		SOUTHWEST STONE SUPPLY INC	MOCHA DYED MULCH	152.40
			TOTAL:	1,086.99
Human Resources	General Fund	OCCUPATIONAL MEDICINE CLINIC	POST ACCIDENT TESTING	45.00
			PRE-EMPLOYMENT TESTING	180.00
			POST ACCIDENT	20.00
			TOTAL:	245.00
Overhead	General Fund	FEDERAL EXPRESS CORP	BERRY WILLSON LLC	22.28
		OCCUPATIONAL MEDICINE CLINIC	WORKER'S COMP	95.00
			TOTAL:	117.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000014	AMOUNT
Police	General Fund	WALMART COMMUNITY BRC	BATTERIES		9.84
			WASHER FLUID		2.32
			TRAINING COLLARS		8.74
			BATTERIES		5.97
			FLEET ONE	PUBLIC SAFETY FUEL	1,039.67
				PUBLIC SAFETY CAR WASH	36.00
				PUBLIC SAFETY FUEL	1,238.36
				PUBLIC SAFETY CAR WASH	60.00
			STAPLES ADVANTAGE	STENO BKS, MEMO BKS, ENVEL	32.54
			LYNN PEAVEY COMPANY	EVIDENCE TAPE	145.05
			PSE INSTALLATION	SIREN REPAIR #33	35.00
			PETCO	DOG FOOD	37.99
				GROOMING SUPPLIES	33.99
			FRIEND, KEVIN	MEALS & PARKING MOCIC CONF	242.00
			SOUTHERN UNIFORM & EQUIPMENT	UNIFORMS	233.30
			STAPLES ADVANTAGE	LABELS, COPY PAPER	39.93
				TONER, LABELS, CPY PPR, PE	242.50
			ALPHAGRAPHICS	PD FALL FESTIVAL BROCHURE	322.71
			HILTON PROMENADE AT BRANSON LANDING	MOCIC CONF FRIEND & ROBINE	368.20
				TOTAL:	4,134.11
911 Center	General Fund	WIRELESS USA INC	SEPT SERVICE CONTRACT		225.00
			REPAIR		279.50
			ELECTRONICS UNLIMITED	DPS ENTRY DOOR REPAIR	65.00
			STAPLES ADVANTAGE	TONER	125.40
				TOTAL:	694.90
Planning	General Fund	FLEET ONE	PLANNING FUEL		72.96
			LAKE SUN LEADER 81525 & 1586450	PUBLIC HEARING SEPT 2	31.50
				TOTAL:	104.46
Engineering	General Fund	FEDERAL EXPRESS CORP	KIRBY FINDERS		20.95
			JEFF PINSON		20.95
			JEFF PINSON		24.57
			FLEET ONE	CITY ENG FUEL	44.14
			CAMDEN COUNTY RECORDER OF DEEDS	FAX COPIES	5.00
				FAX COPIES	4.00
				TOTAL:	119.61
Information Technology	General Fund	CIVIC PLUS	ANNUAL FEE 06/10-05/11		2,160.00
				TOTAL:	2,160.00
Emergency Management	General Fund	FLEET ONE	EMER MNGT FUEL		29.69
			TOTAL:		29.69
Economic Development	General Fund	RAPID SIGNS	CHNG DATE ON FALL FESTIVL		19.00
			AMERICAN SUN CONTROL	TENT RENTAL	475.00
			BENNE MEDIA	EMCEE TALENT CONTEST	450.00
			POWERS ENTERTAINMENT	FALL FESTIVAL GAMES	2,195.37
				FALL FESTIVAL SOUND SYSTEM	875.00
			LAKE AREA LIMOUSINE SERVICE LC	FALL FESTIVAL SHUTTLE SERV	552.50
			DISCOVER MID-AMERICA	FALL FESTIVAL ADVERTISING	188.00
			CINDY FARMER-RYAN	PETTING ZOO	1,365.00
				TOTAL:	6,119.87
			Transportation	Transportation	PURCELL TIRE CO

000015

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		QUILL	HAND CLEANER	8.63
			BINDER CLIPS	2.61
			TONER, COPY PAPER	29.91
		WALMART COMMUNITY BRC	HP INK, MEMO	12.61
		EZARD'S ACE HARDWARE	BLACKTOP CRACK SEAL	11.98
			GALV WIRE	6.99
		FLEET ONE	TRANS FUEL	427.74
			TRANS FUEL	548.98
		GB MAINTENANCE SUPPLY	TOWELS	26.11
		HY-VEE FOOD & DRUG STORES INC	WORKER'S COMP	87.99
		JACK'S MUNICIPAL SALE & SERVICE INC	NO LEFT TURN SIGNS	132.87
		NORTHERN SAFETY CO INC	SCRUBS, IBUPROFEN	34.59
			FLOURESCENT LIME VESTS	41.96
		O'REILLY AUTO PARTS	FUEL CAP	10.31
		OCCUPATIONAL MEDICINE CLINIC	WORKER'S COMP	252.00
			WORKER'S COMP	95.00
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, CREAM	30.85
			COFFEE	23.93
		BARNES MARINE INC	TRIMR SPRK PLG, FUEL/ AIR	48.80
			TRIMMER HEADS	61.58
			TRIMMER HEAD	30.79
		BILLS TREE AND CRANE SERVICE	TREE REMOVALS	1,100.00
		VANCE BROTHERS, INC	FINAL-CRACK REPAIR. SLURRY	17,928.85
		UNIFIRST CORPORATION	STREET DEPT UNIFORMS	30.08
			STREET DEPT FLOOR MATS	5.00
			STREET DEPT UNIFORMS	30.08
			STREET DEPT FLOOR MATS	5.00
			TOTAL:	21,072.84
Water	Water Fund	QUILL	HAND CLEANER	8.63
			BINDER CLIPS	2.61
			TONER, COPY PAPER	29.91
		WALMART COMMUNITY BRC	HP INK, MEMO	12.61
		EZARD'S ACE HARDWARE	9V LITHIUM & D BATTERIES	33.56
			GRAY PRIMER	3.49
			DEEP WOODS OFF	25.96
			KEY	1.49
		FLEET ONE	WATER FUEL	287.81
			WATER FUEL	286.98
		HACH CO	REAGENT	461.83
		MO ONE CALL SYSTEM INC	LOCATES	101.40
		NORTHERN SAFETY CO INC	SCRUBS, IBUPROFEN	34.59
		O'REILLY AUTO PARTS	MOTOR OIL	8.58
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, CREAM	30.85
			COFFEE	23.93
		HD SUPPLY WATERWORKS LTD	VALVE BOX ADAPTER W/LID	37.10
			CPLGS & INSERTS	164.76
			METER BOX, ADAPTER RING	96.57
		PRECISION AUTO & TIRE SERVICE LLC	OIL CHG #69	34.95
		UNIFIRST CORPORATION	WATER DEPT UNIFORMS	28.04
			WATER DEPT FLOOR MATS	5.00
			WATER DEPT UNIFORMS	28.04
			WATER DEPT FLOOR MATS	5.00
		CORROSION TECHNOLOGIES INC	CALIBRATE GX-2009S & GX200	99.00
		GS ROBINS & CO	HYDROFLUO ACID & HYPOCHLOR	1,330.03
			DRUM RETURNS	232.00-

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000016	AMOUNT
		NEENAH FOUNDRY CO	FRAME, SOLID PLATEN LDS		3,172.61
			TOTAL:		6,123.33
Sewer	Sewer Fund	UMB BANK NA	SERIES 2001B ADMIN FEE		548.63
		QUILL	HAND CLEANER		8.62
			BINDER CLIPS		2.61
			TONER, COPY PAPER		29.92
		MCDUFFEY LAB	FECAL ANALYSIS		40.00
			E. COLI ANALYSIS		50.00
			FECAL ANALYSIS		20.00
		WALMART COMMUNITY BRC	HP INK, MEMO, 65CM BALL, B		23.47
		AMOS SEPTIC SERVICE INC	LIFT STATION PUMP OUTS		805.00
			LIFT STATION PUMP OUTS		345.00
			PUMP NORMANDY RD POND		2,255.00
			PUMP STEWARD RD LINE BREAK		145.00
			LIFT STATION PUMP OUTS		135.00
		EZARD'S ACE HARDWARE	HOSE MNR, CLMP, SPLC, CLN		38.91
			AUTOMOTIVE		2.39
			PLMBNG SUPPLIES, MURIATIC		27.16
			GEAR OIL		4.99
		RP LUMBER INC	COIL CHAINS		64.02
			COIL CHAINS		195.98
		FLEET ONE	SEWER FUEL		364.57
			SEWER FUEL		476.93
		MO ONE CALL SYSTEM INC	LOCATES		101.40
		NORTHERN SAFETY CO INC	SCRUBS, IBUPROFEN		34.59
		O'REILLY AUTO PARTS	LIQUID WRENCH		3.99
			GAS CAN		12.99
		LAKE SUN LEADER 81525 & 1586450	CATEGORICL EXCLUSION DETRM		103.50
		OZARK READY MIX CO INC	CONCRETE - NORMANDY		277.50
		CED PHILLIPS & CO	AWG INSULATED		36.12
		PRAIRIEFIRE COFFEE & ROASTERS	COFFEE, HOT CHOC, CREAM		30.85
			COFFEE		23.94
		BILLS TREE AND CRANE SERVICE	REMOVE/REPLACE SEWER PUMP		400.00
		JCI	PUMP REPAIR #M6680		7,467.43
		UNIFIRST CORPORATION	SEWER DEPT UNIFORMS		37.59
			SEWER DEPT FLOOR MATS		4.99
			SEWER DEPT UNIFORMS		62.38
			SEWER DEPT FLOOR MATS		4.99
		CORROSION TECHNOLOGIES INC	CALIBRATE GX-2009S & GX200		198.00
		GS ROBINS & CO	HYPOCHLORITE		493.00
			DRUM RETURNS		84.00
			TOTAL:		14,792.46
Ambulance	Ambulance Fund	PURCELL TIRE CO	TIRE REPAIR		23.00
		WALMART COMMUNITY BRC	SHAMPOO		2.17
			FLOOR SQUEGES, DISHWANDS,		41.72
			BLCH, LIQ DET, CLNR, PAINT		47.45
			AMBULANCE GPS		199.00
		FLEET ONE	AMB FUEL		73.81
			AMB FUEL		90.40
		STAPLES ADVANTAGE	BNDRS, POSTIT FLAGS, 8TAB		59.70
		ALIMED	MEDICAL SUPPLIES		58.00
			MEDICAL SUPPLIES		542.58
			MEDICAL SUPPLIES		42.00
		EMSAR KANSAS CITY/MEDSERV INC	MAINT/REPAIR ON COTS		295.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	000017 AMOUNT
		STAPLES ADVANTAGE	TONER	20.46
		STERICYCLE INC	MEDICAL WASTE SERVICE	53.28
			AUG MONTHLY FEE	18.87
			SEPT MONTHLY FEE	18.87
			TOTAL:	1,586.31
Lee C. Fine Airport	Lee C. Fine Airpor	WALMART COMMUNTIY BRC	ICE	28.50
		FLEET ONE	LCF FUEL	49.01
			LCF CAR WASH	4.00
			LCF FUEL	0.00
			LCF CAR WASH	0.00
		STAPLES ADVANTAGE	THERMAL POS PRNT ROLL	31.99
		HY-VEE FOOD & DRUG STORES INC	MELONS, TEA, CUPCAKES, COO	41.07
		NAEGLER OIL CO	JET A FUEL	20,147.91
		ALPHAGRAPHICS	SERVICE ORDER TICKETS	226.29
			TOTAL:	20,528.77
Grand Glaize Airport	Grand Glaize Airpo	WALMART COMMUNTIY BRC	DECT PHONE	43.97-
		EZARD'S ACE HARDWARE	ECHO POWER EQUIPMENT	19.93
		FLEET ONE	GG FUEL	51.23
			GG FUEL	0.00
		MO BELL TELECOM	REPLACE CIRCUIT PACK	314.00
		HY-VEE FOOD & DRUG STORES INC	HT DOGS, BNS, CHPS, POTATO	82.96
		O'REILLY AUTO PARTS	FUEL HOSE	6.48
		LAKELAND OIL CO LLC	15W-50 AERO	76.44
		CAMDEN COUNTY FIRE & SAFETY	FIRE EXTINGUISHERS SERVICE	32.00
		BWR CORPORATION	GG AIRPORT SEAL/MARKING	1,412.41
			TOTAL:	1,951.48

----- FUND TOTALS -----		
10	General Fund	17,780.89
20	Transportation	21,072.84
30	Water Fund	6,123.33
35	Sewer Fund	14,792.46
40	Ambulance Fund	1,586.31
45	Lee C. Fine Airport Fund	20,528.77
47	Grand Glaize Airport Fund	1,951.48

	GRAND TOTAL:	83,836.08

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



000018

Planning Dept.: 
 Sewer Dept.: 
 License #: _____

keels letter of intent

2851. ze

LIQUOR LICENSE APPLICATION

Date of Application: 8-24-10 Date Application Received: AUG 24 2010

Trade Name of Establishment: Bridgeview Marina

Mailing Address: PO Box 407

Applicant Name: Greg Newell 573-302-1360
 (as it is to appear on license, if corporation, name of corporation and managing officer)

- Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol along with your application.
- Renewal Applications: Submit completed application only. (Background checks and voter registration documents do not need to be submitted with renewals.)

Item	Fee	License Description	City Code
a. ___	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
b. ___	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
c. ___	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
d. ___	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
e. ___	375.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
f. ___	375.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
g. ___	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
h. ___	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.)	LDRK2
i. ___	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
j. ___	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
k. ___	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
l. ___	375.00	Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.)	BWDRK2
m. ___	300.00	Sunday Liquor Sales	LSUN
n. <input checked="" type="checkbox"/>	15.00	*Caterer per day.	CTLQDY
o. ___	10.00	Picnic per day.	PCLQDY
p. ___	N/C	Change of managing officer.	MGO
q. ___	N/C	Wine tasting.	WTG

* If you are applying for a Caterer per day license you must state the event name, location, time and date of event.

Sept 18-19 2010 Customer Appreciation
Keq Beer 1 on dock-

All renewal applications must be received by May 1st.

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



000019
 Planning Dept. _____
 Sewer Dept.: _____
 License #: _____
 8-23-10
 Cash - 15.00

LIQUOR LICENSE APPLICATION

Date of Application: 8/23/10 Date Application Received: _____
 Trade Name of Establishment: Chicago Brothers Pizza + Pub
 Mailing Address: Po Box 1048 Lake Ozark MO 65049
 Applicant Name: Stephanie Coats
(as it is to appear on license, if corporation, name of corporation and managing officer)

- Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol along with your application.
- Renewal Applications: Submit completed application only. (Background checks and voter registration documents do not need to be submitted with renewals.)

Item	Fee	License Description	City Code
a. ___	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
b. ___	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
c. ___	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
d. ___	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
e. ___	375.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
f. ___	375.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
g. ___	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
h. ___	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.)	LDRK2
i. ___	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
j. ___	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
k. ___	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
l. ___	375.00	Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.)	BWDRK2
m. ___	300.00	Sunday Liquor Sales	LSUN
n. <input checked="" type="checkbox"/>	15.00	*Caterer per day.	CTLQDY
o. ___	10.00	Picnic per day.	PCLQDY
p. ___	N/C	Change of managing officer.	MGO
q. ___	N/C	Wine tasting.	WTG

* If you are applying for a Caterer per day license you must state the event name, location, time and date of event.

9-25-10 Fundraiser Softball tournament
Osage Beach Park

All renewal applications must be received by May 1st.

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



000020¹²⁶⁶ Cash
 Planning Dept.: _____
 Sewer Dept.: _____
 License #: _____

LIQUOR LICENSE APPLICATION

AUG 16 2010

Date of Application: _____ Date Application Received: _____

Trade Name of Establishment: Dragon House Buffet

Mailing Address: 5926 HWY 54 Osage Beach MO 65065

Applicant Name: Ren Ling Yang
 (as it is to appear on license, if corporation, name of corporation and managing officer)

- Original Applications: Submit a copy of your Missouri voter registration card & background check performed by the Missouri State Patrol along with your application.
- Renewal Applications: Submit completed application only. (Background checks and voter registration documents do not need to be submitted with renewals.)

Item	Fee	License Description	City Code
a. ___	375.00	Manufacture and distribution (not sales) of intoxicating malt liquor not more than 5% alcohol by weight.	MDBWT
b. ___	150.00	Distribution or wholesale of intoxicating liquors not more than 5% alcohol by weight.	DBLQWT
c. ___	300.00	Manufacture or distilling of intoxicating liquors in excess of 5% alcohol by weight.	MLQWT
d. ___	750.00	Distribution or wholesale of intoxicating liquors in excess of 5% alcohol by weight.	DLQWT
e. ___	375.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package to be consumed on premises. (Includes Sunday Sales.)	BPR
f. ___	375.00	Retail sales of intoxicating liquors not more than 5% alcohol by weight in original package not to be consumed on premises. (Includes Sunday Sales.)	BPK
g. ___	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises.	LDRK1
h. ___	750.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight to be consumed on premises. (Includes Sunday Sales.)	LDRK2
i. ___	150.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises.	LPKG1
j. ___	450.00	Retail sales of intoxicating liquors in excess of 5% alcohol by weight in original package not to be consumed or opened on premises. (Includes Sunday Sales.)	LPKG2
k. ___	75.00	Retail sales of malt liquor not more than 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight.	BWDRK1
l. <input checked="" type="checkbox"/>	375.00	Retail sales of malt liquor in excess of 5% alcohol by weight /or light wines containing in excess of 14% alcohol by weight. (Includes Sunday Sales.)	BWDRK2
m. ___	300.00	Sunday Liquor Sales	LSUN
n. ___	15.00	*Caterer per day.	CTLQDY
o. ___	10.00	Picnic per day.	PCLQDY
p. ___	N/C	Change of managing officer.	MGO
q. ___	N/C	Wine tasting.	WTG

* If you are applying for a Caterer per day license you must state the event name, location, time and date of event.

All renewal applications must be received by May 1st.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING THE ZONING ORDINANCE, SECTION 405.385, OFF-PREMISES ADVERTISING SIGNS,

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

Section 1. That Section 405.385 of the Code of Ordinances of the City of Osage Beach, Missouri, be amended by repealing Section 405.385 and by adding a new section under the same number is hereby adopted to read as follows:

SECTION 405.385: OFF-PREMISES ADVERTISING SIGNS

Off-premises advertising signs shall be subject to the regulations set forth herein and under Sections 226.500 to 226.600, RSMo., and other State and Federal laws pertaining to such signs. To the extent the regulations of this Article differ from the provisions of Sections 226.500 to 226.600, RSMo., and other State and Federal laws, the regulations of this Article shall apply. Notwithstanding other provisions of this Article which apply to off-premises advertising signs, the following regulations shall apply to any such off-premises advertising sign erected after November 18, 1999.

1. *Location of signs.*

a. Off-premises advertising signs shall only be permitted within two hundred (200) feet of the nearest edge of the right-of-way of existing Highways 54 (Osage Beach Parkway), 42, KK, and D in areas zoned "C-1", "C-2", "I-1" or "I-2"; this does not include any off-premises signage for the future Hwy 54 Expressway.

~~b. Off premises advertising along the proposed 54 expressway, or any future expressway or commercial corridor, shall not be permitted. When the expressway or corridor is complete, the City will conduct a corridor study within one (1) year of highway or street completion to determine the economic and visual impacts of off premises signage within the corridor.~~

b. No off-premises advertising sign shall be located within one thousand (1,000) feet of any R, M or residential PUD zoning district.

2. *Size of signs.* The maximum area for any one (1) sign shall be seven hundred (700) square feet with a maximum sign face height of fifteen (15) feet and width of fifty (50) feet subject to the measuring provisions of this Article.

3. *Height of signs.* The total maximum height of any off-premises advertising sign shall be forty (40) feet as measured from the average public street elevation closest to the base of the sign.

4. *Spacing of signs.* No off-premises advertising sign shall be erected within two thousand (2,000) feet of any other existing off-premises sign in any direction, which includes measurements from signs located outside the City limits.

5. *Lighting of signs.* Illumination of off-premises advertising signs shall be permitted, subject to the provisions of Section 226.540, RSMo. Shielding of fixtures is required to mitigate illumination and glare within adjacent properties.

6. *Off-premises advertising along the State Highway 54 Expressway shall only be permitted as follows. No new off premises advertising sign shall be constructed facing, abutting, visible to, or within the line of sight of any driver on any public or private road, expressway or highway not otherwise permitted herein.*
 - A. *Size of signs.* The maximum area for any one (1) sign shall be eight hundred (800) square feet with a maximum sign face height of thirty (30) feet and width of seventy two (72) feet subject to the measuring provisions of this Article.
 - B. *Height of signs.* The total maximum height of any off-premises advertising sign shall be eighty (80) feet as measured from the average street elevation closest to the base of the sign.
 - C. *Spacing of signs.* No off-premises advertising sign shall be erected on the Highway 54 Expressway within one thousand four hundred (1,400) feet of any other existing off-premises sign on the same side of the road. Off-premises advertising signs shall only be permitted within two hundred (200) feet of the nearest edge of the right-of-way of the Highway 54 Expressway.
 - D. *Lighting of signs.* Illumination of off-premises advertising signs shall be permitted, subject to the provisions of Section 226.540, RSMo. Shielding of fixtures is required to mitigate illumination and glare within adjacent properties.
 - E. *Location of signs.* Off premises signs located on the Highway 54 Expressway will only be allowed in areas zoned “C-1”, “C-2”, “I-1”, and “I-2”.

7. *Permits.*
 - a. The Building Official shall not issue a permit as required under this Article, without a permit having first been issued by the Missouri Department of Transportation and filed with the Building Department.

 - b. A one-time permit fee of five hundred dollars (\$500.00) shall be charged for new off-premises sign installations. Fees for off-premises sign permits cover costs associated with including the sign in the City's GIS system and the City's review for compliance with wind loading, spacing, electrical requirements, and other applicable building, zoning, and engineering codes of the City of Osage Beach. No annual fees are required.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No.10.45 was duly passed on _____, 2010 by the Board of Aldermen of the City of Osage Beach, Missouri. The votes thereon were as follows:

Ayes: _____ Nays: _____

Abstentions: _____ Absent: _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE the above ordinance 10.45.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

5. *Lighting of signs.* Illumination of off-premises advertising signs shall be permitted, subject to the provisions of Section 226.540, RSMo. Shielding of fixtures is required to mitigate illumination and glare within adjacent properties.
6. *Off-premises advertising along the proposed 54 expressway, or any future expressway or commercial corridor, shall only be permitted as follows.*
 - A. *Size of signs.* The maximum area for any one (1) sign shall be eight hundred (800) square feet with a maximum sign face height of thirty (30) feet and width of seventy two (72) feet subject to the measuring provisions of this Article.
 - B. *Height of signs.* The total maximum height of any off-premises advertising sign shall be eighty (80) feet as measured from the average street elevation closest to the base of the sign.
 - C. *Spacing of signs.* No off-premises advertising sign shall be erected on the Highway 54 Expressway within one thousand four hundred (1,400) feet of any other existing off-premises sign on the same side of the road. Off-premises advertising signs shall only be permitted within two hundred (200) feet of the nearest edge of the right-of-way of the Highway 54 Expressway.
 - D. *Lighting of signs.* Illumination of off-premises advertising signs shall be permitted, subject to the provisions of Section 226.540, RSMo. Shielding of fixtures is required to mitigate illumination and glare within adjacent properties.
 - E. *Location of signs.* Off premises signs located on the Highway 54 Expressway will only be allowed in areas zoned "C-1", "C-2", "I-1", and "I-2".
7. *Permits.*
 - a. The Building Official shall not issue a permit as required under this Article, without a permit having first been issued by the Missouri Department of Transportation and filed with the Building Department.
 - b. A one-time permit fee of five hundred dollars (\$500.00) shall be charged for new off-premises sign installations. Fees for off-premises sign permits cover costs associated with including the sign in the City's GIS system and the City's review for compliance with wind loading, spacing, electrical requirements, and other applicable building, zoning, and engineering codes of the City of Osage Beach. No annual fees are required.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that the above Ordinance No.10.45 was duly passed on _____, 2010 by the Board of Aldermen of the City of Osage Beach, Missouri. The votes thereon were as follows:

Ayes: _____ Nays: _____

Abstentions: _____ Absent: _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby APPROVE the above ordinance 10.45.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk

Submission Date: August 24, 2010
Submitted By: City Attorney
Emergency Services Coordinator
Board Meeting Date: September 2, 2010

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

Description of Item:

Bill 10-48. Authorizing the City to participate in the Missouri EMS Agent Corporation (MoEMSAC) effort to increase ambulance reimbursement and authorizing the Mayor to sign an Agency Agreement with Missouri EMS Agent Corporation (MoEMSAC) on behalf of the city and authorizing the City Treasurer to sign an ACH Transaction / Direct Deposit Authorization Form, an Authorization to Receive Payment Form W-9, and any other forms reasonably necessary to enable the City's participation in this program.

Effective August 28, 2009 Missouri passed a new Ambulance service reimbursement allowance tax in new section RSMo 190.800. Bill 10-48 permits the payment of that assessment to MoEMSAC.

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

Ambulance service and City Staff

Why is Board Action Required?

The adoption of a new ordinance requires action by the Board of Aldermen.

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

Request first reading of Bill 10-48.

Are there any deadlines associated with this action?

No.

Comments and Recommendation of Department:

The Emergency Services Coordinator recommends this action because MoEMSAC (Missouri Emergency Management Services Agent Corporation) has created a formula

and methodology by which the ground ambulance providers will receive enhanced Medicaid reimbursement from this new state assessment and prevent any adverse impact to providers resulting from the assessment. This action is the result of assessing a 4.417% assessment tax to ambulance providers as outlined in RSMo 190.800 et seq.

The City Attorney recommends adoption of this ordinance as the legal method to commence the City's participation in this program.

The following documents are attached:

1. Program introduction and invitation
2. Copy of the agency agreement
3. List of MoEMSAC participating agencies as of August 3, 2010
4. Copy of RSMo 190.800

City Administrator Comments and Recommendation:

Concur with the recommendation of the City Attorney and the Emergency Services Coordinator. The City Attorney has sent out a memorandum indicating that a member of the MoEMSAC Board will be on hand to answer any questions the Board of Aldermen may have.

Request first reading of Bill 10-48.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE AN AGENCY AGREEMENT WITH MISSOURI EMS AGENT CORPORATION (MoEMSAC) ON BEHALF OF THE CITY AND AUTHORIZING THE CITY TREASURER TO SIGN AN ACH TRANSACTION/DIRECT DEPOSIT AUTHORIZATION FORM, AN AUTHORIZATION TO RECEIVE PAYMENT AND A FORM W-9 TO ENABLE THE CITY'S PARTICIPATION IN THIS PROGRAM

WHEREAS, the City operates a ground ambulance service which is subject to the requirements of Section 190.800 of the Revised Statutes of Missouri; and,

WHEREAS, the Board of Aldermen hereby finds that it is in the best interests of the citizens of Osage Beach that the city participate in the Missouri EMS Agent Corporation (MoEMSAC) program to increase Medicaid reimbursement for ambulance services rendered to Medicaid patients; and,

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

Section 1 That the Mayor is hereby authorized to execute an Agency Agreement with Missouri EMS Agent Corporation (MoEMSAC) which is attached hereto as Exhibit "A" and the City Treasurer is authorized to sign an ACH Transaction/Direct Deposit Authorization Form, an Authorization to Receive Payment and a Form W-9 and such other forms as may be reasonably necessary to enable the City's participation in this program.

Section 2 This action is subject to the continuing right of the Board of Aldermen to an annual review of the program and termination of the Agency Agreement pursuant to thirty (30) days written notice as provided in paragraph 7 of the agreement.

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

READ FIRST TIME: _____ READ SECOND TIME: _____

PASSED AND APPROVED THIS _____ DAY OF _____, 2010.

I hereby certify that the above Ordinance No. 10.48 was duly passed on _____, 2010 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes _____

Nays _____

Abstaining _____

Absent _____

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

Date

Diann Warner, City Clerk

Approved as to form:

Edward B. Rucker,
City Attorney

I hereby APPROVE the above Ordinance No. 10.48.

Penny Lyons, Mayor

Date

ATTEST:

Diann Warner, City Clerk



MoEMSAC

To: Ambulance Service Provider
From: MoEMSAC Board of Directors
Subject: MoEMSAC Program Introduction & Invitation.
Date: May 7, 2010

Who is MoEMSAC? The purpose of this introduction and invitation packet is to provide you with the information and agreements necessary for your organization to be a part of the Missouri EMS Agent Corporation (MoEMSAC). MoEMSAC is a non-for-profit entity, independent from the state of Missouri, and composed of ground ambulance association leaders and providers across the profession here in Missouri. Simply put, MoEMSAC consists of the people who brought the Ambulance Reimbursement Allowance (ARA) Assessment into being and are leading ambulance service providers toward significantly increasing your reimbursement by working to ensure the state and all providers receive the maximum amount of revenue and no adverse impact from the new ARA assessment.

What is the latest news regarding the ARA assessment commonly referred to, even if erroneously, as the "provider tax"? By now, we are confident you are aware of the fact that the state of Missouri is nearing the effective date for implementation of an assessment based on the Ambulance Reimbursement Allowance that became law in 2009. The soonest the ARA Assessment will go into effect is July 1, 2010 (the first day of SFY2011). Of course, that means each provider in this state will be required to pay an assessment, based on a percentage of their total gross receipts as reported in their annual gross receipts survey, 1099's and strictly monitored by the State of Missouri.

Where do providers go from here? The state and federal compliance process continues to move forward successfully. Right now, providers need to do their part and be ready to roll. In addition to this letter, there is a helpful FAQ Summary in this packet to inform you about various aspects of the program. Then, listed below, are the necessary forms for you to review, complete, approve and send back to MoEMSAC in the postage paid envelope provided and BEFORE the projected start date of the ARA Assessment (July 1, 2010).

The Documents are...

1. **The Agency Agreement.** This is the agreement between MoEMSAC and its member providers which allows you to participate and benefit from the program.
2. **The ACH Transaction / Direct Deposit Authorization Form.** This is a simple bank deposit authorization form that permits MoEMSAC to send you your money electronically.
3. **The Authorization to Receive Payment.** This is a critical form that you must sign and we must present to the state of Missouri to document your consent to participate in our program and have MoEMSAC receive, enhance and redistribute your payments.

4. *IRS Form W-9.* This is the required IRS form to ensure we have your proper organization and/or business information and Taxpayer Identification Number for payment and reporting purposes.
5. *Pre-Paid Postage Return Envelope.* This is a properly addressed envelope with pre-paid postage for you to return the originals of these four documents to MoEMSAC by July 1, 2010 after you have reviewed, approved, signed and retained a copy of them.

Why are we doing this? This is the good news. Ambulance providers, like the hospitals, nursing homes and pharmacy providers before them, have established these assessments to make more money eligible for federal matching dollars and significantly increase the total amount of money available for Medicaid reimbursement for your services. Missouri providers have benefitted with billions of dollars of new money since the inception of the hospital and nursing home programs in the mid 1990's and later the pharmacy program.

Each program and formula is different. In the case of ground ambulance providers, it is projected, ground ambulance service providers will realize over \$13 million annually in increased reimbursement. See the FAQ Summary for projected real remittance impacts on estimates for what this means to your bottom line as a provider.

How will enhanced revenue be accomplished? First, MoEMSAC will succeed in it's mission by signing up all ground ambulance providers. Of course, the state will collect the assessment and match those dollars. MoEMSAC, having partnered with the state as an independent entity but as the last link in the payment chain, then executes a federally compliant and very equitable pooling and redistribution of the resources or "new money" available according to a proper methodology and formula.

MoEMSAC's contract with the Missouri Health Care Association will then allow them to execute MoEMSAC's payment or credit of your assessment, provide you your enhanced Medicaid reimbursement and pay an incentive to LOW and/or NO Volume Medicaid providers to ensure they are not adversely impacted by the ARA Assessment. The MHCA retains contracts with the Nursing Facility Agent Corporation (NFAC) and the Pharmacy Agent Corporation (PAC) to do the same thing for those two successful programs.

Just as with these other provider assessment programs in Missouri, this effort is a balancing act that requires providers to participate at near 100% levels to make the assessment federally compliant and a uniform and broad based assessment. Thus, the right formula and methodology that is federally compliant while maximizing the "new money" and allowing everyone to benefit or at the least not be adversely impacted is essential.

Remember, you pay the assessment no matter what. So, if you do not participate, you may just be missing out on the significant benefit or the incentive to ensure you are not adversely impacted. If you are a High Volume Medicaid provider and you do not participate, you risk the federal compliance of the whole program and lowering the total dollars available for enhanced reimbursement. If you are a Low Volume Medicaid provider and you do not participate, you will be similarly affected and also lose the incentive designed to keep the ARA Assessment or tax from adversely impacting you. Finally, if you are a No Volume Medicaid provider, you lose the incentive designed to keep the ARA Assessment or tax from adversely impacting you.

000032

Please take the time to review the enclosed packet, approve it within your organization, sign the agency agreement, fill out and sign the other forms and make a copy for your organization. Then, send the four (4) original signed forms back to the contractor as soon as possible in the MoEMSAC addressed and postage paid envelope. MoEMSAC will receive the forms, create a participant file and set you up for payments which will begin when the assessment begins.

We exist to serve our participants in the provider community. So, please do not hesitate to reach out to the MoEMSAC Board members below, the leaders of your respective associations or directly to our MoEMSAC contractor Jon Dolan jon@mohealthcare.com with your questions or for any further assistance.

Thank you for time, attention and for your participation in MoEMSAC and for providing ground ambulance services in Missouri.

Jason White

Mark Alexander

Greg Brown

Ken Koch

Rich Lehman

Art Maxwell

Bob Patterson

Kevin Tweedy

Nathan Williams



Welcome to MoEMSAC

An Overview of the Missouri EMS Agent Corporation

What is MoEMSAC?

The Missouri EMS Agent Corporation (MoEMSAC) is a non-for-profit entity, independent from the state of Missouri, and composed of ground ambulance association leaders and providers across the profession here in Missouri. Simply put, MoEMSAC consists of the people who promoted the Ambulance Reimbursement Allowance (ARA) as a new program in Missouri and are now leading ground ambulance service providers toward significant increases in their Medicaid reimbursement rates by working to ensure the state and all providers receive the maximum amount of revenue and no adverse impact from the new ARA assessment through a proper redistribution and federally compliant mechanism.

The MoEMSAC contractors and Board of Directors have created the formula and methodology by which the ground ambulance profession and its customers will receive enhanced Medicaid reimbursement from this new state assessment and prevent any adverse impact to providers resulting from the assessment.

What is the Ambulance Reimbursement Allowance (ARA) and how did it begin?

Since the mid 1990's many state's Medicaid providers, including hospitals, skilled nursing facilities and pharmacies, have been expanding their federal matching revenues and enhancing their Medicaid reimbursement rates through the use of the Federal Reimbursement Allowance (FRA) program. Commonly referred to as "provider taxes," a provider group may assess itself a fee, derive additional federal matching dollars from it and use that "new money" to provide services for the indigent through Medicaid.

Despite the scarcity of resources then and now, intense oversight and limitations of the program by the federal government and many stipulations about the uniformity and broad based nature of any assessment (i.e. a cap is currently set at a max of 5.5% of gross receipts), state's have nonetheless thrived in enhancing Medicaid reimbursement rates through the various types of programs in over 35 states.

In Missouri, independent entities are also in place to manage their three programs and ensure all providers receive the maximum amount of revenue from the assessment, no adverse impact from the assessments and that all redistributions made assist the state in maintaining federal compliance. ARA will be Missouri's fourth FRA based provider assessment program.

At the urging of a sizeable majority of ground ambulance providers in Missouri, the ARA was passed and signed into law in 2009 with the same intent as its three predecessors. The state is ready to publish and regulation beginning the assessment and providers must now be ready to comply but also maximize their participation and benefit from law and program.

When will the ARA program begin and what will be the projected tax?

The ARA program in Missouri is currently set for implementation on July 1, 2010 the first day of Missouri's state fiscal year 2011 (SFY2011). The formalizing of the state regulation and workings of MoHealthNet will dictate the specific date and we will let you know of any delays.

The tax rate tied to the ARA program is projected to be set at 4.4% of gross receipts. That will generate \$13.6 million in new federal money to supplement the Medicaid funding for ground ambulance services in Missouri.

The practical maximum commonly approved by the Department of Social Services, MoHealthNet Division is (5.4%) so they may have room to comply with the federal cap of (5.5%). Each industry's assessment is set at an amount that will not only maximize enhancement of rates, but provide an incentives to prevent adverse impact and also fully comply with the other requirements in the federal law.

How is my tax assessed?

The state of Missouri will survey your gross receipts annually and compare them with your 1099's to verify the accuracy of your totals to be assessed.

Due to your cooperation and MoEMSAC encouragement, over 95% of providers completed these surveys last year. The state has the right to assess and set the value they determine appropriate, especially for those not completing the survey. The next survey will come in the next month or so (June 2010) and new totals will likely be applied for SFY2011 based on recent 1099's and these surveys.

How will the process work?

- The state begins paying enhanced reimbursement at the beginning of the month that the tax is levied.
- Each provider/participant of MoEMSAC receives their assessment (bill) from the state.
- Acting as the provider's agent, MoEMSAC receives all the MoHealthNet payments.
- Acting as the provider's agent, MoEMSAC pays or credits the tax for all participants.
- MoEMSAC remits the base reimbursement due all participants.
- MoEMSAC provides enhanced fees or "new money" to the participant.

How much will the "enhanced fees" or "new money" mean to my organization?

Of course, this amount (your new money) is dependent on the MoHealthNet volume you provide and the redistribution pool amounts distributed among Low & No-Volume MoHealthNet Providers.

The state will follow a formula which provides enhancements to certain fee codes so this "new money" can be passed on to the profession. MoEMSAC will compile these payments and redistribute them based on the balance between enhancing Medicaid reimbursement and

preventing an adverse impact to any provider as well as doing so in a manner that allows the state to meet its federal compliance standards.

That formula provides the following positive impacts:

Enhanced Fees or Rates To Be Paid By the State -

- The state intends to increase Code AO425 (mileage). Where you currently receive approximately \$3.50 per mile. Now, they would remit an enhanced fee of \$17.50 per mile for all MoHealthNet (Medicaid) Calls in addition to the base you now receive.
- The state intends to increase Code AO433 (ALS Level 2). Where you currently receive approximately \$208 per call. Now, they would remit an enhanced fee of \$850 per call for all MoHealthNet ALS Level 2 (#AO433) Calls in addition to the base you now receive.

Please Note: MoEMSAC will receive all these reimbursements from MoHealthNet on your behalf and then segregate this “new money” (not the base it’s passed through) for use in our Redistribution Pool.

Providers will then each receive a payment from MoEMSAC of their portion of the enhanced fees (your actual enhanced reimbursement) based on their overall MoHealthNet volume and after our formula also accounts for the adverse impact to low or no volume providers.

- **Our projections of this amount will place each provider in a tier and position them to receive 25% to 99% of their enhanced fees.**
- **Our intention is to use the resources in this redistribution pool to pay or provide a credit to all providers for their assessment. This would prevent an adverse impact for Low or No MoHealthNet volume providers.**

How does MoEMSAC work?

MoEMSAC is an independent entity from the state of Missouri, as federal law stipulates that no state can engage in any redistribution methodology. We are a non-for-profit entity with representatives from each major association or organization in the ambulance services profession. We have engaged a contractor, the Missouri Health Care Association to operate, manage and monitor the program. Now, we need you to agree to participate in MoEMSAC, so MoEMSAC may act as agent for you and the benefit of all in the program. Simply put, without you in MoEMSAC, the redistribution methodology cannot work. Without you, the pool or MoEMSAC, no one will achieve balance or compliance without a disparate impact to a great number of providers. By joining as a participant, you all win and/or are not likely to be adversely impacted for low or no MoHealthNet Volume.

The Contractor, Legal Counsel (Tom Vaughn, Husch Blackwell Sanders LLP) and your MoEMSAC Board will maintain constant communication with each other the State of Missouri, MoHealthNet Division and other entities to promote the compliance and success of the program.

MoHealthNet will disburse as they do now. Before each bi-monthly reimbursement, MoHealthNet will present MoEMSAC with the claims for the previous month. In preparing for each reimbursement, MoEMSAC calculates cross-checks and verifies each dollar which MoHealthNet reports and remains available to assist provider participants afterward if a discrepancy exists. The process with MoHealthNet will not change except that MoEMSAC will now be inserted at the end of the process on behalf of participants. MoEMSAC will act for the good of the program, all participant providers and to ensure state compliance is possible so the next year's additional federal matching dollars are not withheld or disputed.

Disbursements will be made on the 5th and 20th of each month, or adjusted by MoHealthNet for holidays or weekends. On the day of disbursement MoEMSAC again verifies the dollar amount MoHealthNet has promised to each provider and then disburses the funds, with adjusting "redistribution" entries as provided by the formula in place at the time and the agreement signed between the parties. An Automated Clearing House (ACH) transaction will then be the means of payment and a remittance advice also sent to the provider.

The administration and reserve fees in accordance with your agreement will be taken out prior to redistribution with the remaining balance being used for the redistribution to providers.

Please keep in mind all numbers are projections and they will be revised to reflect new gross receipts, actual MoHealthNet volume and enhanced fees collected and actual reimbursement of the percentage of these fees paid. Volume, the intricate balance of the program and the mix of providers all play a part in our redistribution pool total and methodology.

How does my organization become a participant in MoEMSAC?

Simply read, review, approve, sign, make a copy and then return the four (4) documents in this packet and as described in the information and invitation letter. Return them to MoEMSAC, c/o MHCA, 236 Metro Drive, Jefferson City, Mo. 65109 . Please direct all questions to your association leaders, MoEMSAC Board Members or Jon Dolan at 573.893.2060 or jon@mohealthcare.com

EXHIBIT A

AGENCY AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 20___, by and between Missouri EMS Agent Corporation ("MoEMSAC"), a Missouri corporation with an address of 425 E. High, Jefferson City, Missouri 65101 and _____

_____ with an address at _____ ("Ambulance Service"). This Agreement is based on the following:

A. The Missouri Department of Social Services, Mo HealthNet Division (the "Division") has established the Missouri Ambulance Service Reimbursement Allowance ("ARA") pursuant to § 190.800 through 190.839 RSMo Supp. 2009 and 13 CSR 70-3.200. The ARA provides funding to enhance MO HealthNet reimbursement for emergency Ambulance Service services provided by entities licensed by the Missouri Department of Health and Senior Services to provide surface Ambulance Service services.

B. It is the intention of Ambulance Service to give certain authority to MoEMSAC to receive and distribute Mo HealthNet payments described in recital paragraph A, above, and to carry out a variety of administrative tasks related to the ARA on behalf of and for the benefit of Ambulance Service. MoEMSAC wishes to act as agent of Ambulance Service for the sole and exclusive purpose of facilitating the receipt and distribution of funds as described above and Ambulance Service wishes for MoEMSAC to so act. Except as set out herein, MoEMSAC is not to be considered in receipt of any of such funds on its own account.

NOW, THEREFORE, in consideration of the foregoing and the promises and covenants set out below, the parties agree:

1. **Appointment of MoEMSAC.** Ambulance Service as principal appoints MoEMSAC as its agent for the sole and exclusive purpose of receiving funds payable to it from Mo HealthNet, and distributing the same as provided herein. As such agent, MoEMSAC shall have the following powers:

a. To endorse in Ambulance Service's name checks and other evidences of payment, whatsoever, from Mo HealthNet made payable to Ambulance Service for the purpose of depositing said checks or other evidences of payment in a depository account of MoEMSAC's choosing, so long as such depository is chartered by the federal government or the State of Missouri.

b. Not later than the next business day after MoEMSAC shall receive any payment for Ambulance Service, to pay such amount to Ambulance Service, less applicable fees and expenses as described in paragraph 1.c and reallocation as described in paragraph 2.

c. To retain an administrative fee not to exceed the Annual Maximum Fee (as defined below) in consideration of the services rendered and expenses incurred by MoEMSAC in acting as agent for Ambulance Service under this Agreement.

d. To complete all paperwork for Ambulance Service, gather information and file required reports, send payments to Ambulance Service by automated clearinghouse (direct deposit), wire transfer or mail as designated by Ambulance Service in writing, and provide summary accounting information to Ambulance Service relating to payments.

e. To procure employee dishonesty insurance for all officers and employees of MoEMSAC with signature access to MoEMSAC accounts.

f. To make payment to the Division of all ARA taxes imposed on Ambulance Service during the term of this Agreement from funds which MoEMSAC shall receive as the result of the ARA.

2. **Reallocation.** In addition to the administrative fee as described in paragraph 1.c above, MoEMSAC is authorized to deduct from the Mo HealthNet payments it receives for Ambulance Service an amount in accordance with a schedule established by MoEMSAC from time to time based on the regulations of the Division with regard to the ARA then in effect in order to equalize (to the extent practical) the net effect of the ARA upon each participating Ambulance Service (the "Reallocation Amount"). The Reallocation Amount will be reallocated to other participants in the ARA to provide an incentive for low-volume MO HealthNet providers. The withheld amount is based on the ARA fee charged to providers in the ARA classes which are negatively impacted by the ARA. Pursuant to this Agreement, MoEMSAC will administer the funds as agent for Ambulance Service and the funds shall not accrue to the benefit or account of MoEMSAC.

3. **Time of Payments.** MoEMSAC agrees to send each payment to Ambulance Service not later than the next business day after MoEMSAC shall receive payment for Ambulance Service from MO HealthNet.

4. **Payment Amount.** Each payment by MoEMSAC to Ambulance Service shall be in the amount received by MoEMSAC from MO HealthNet for Ambulance Service less administrative fees of MoEMSAC as provided in paragraph 1.c above and the Reallocation Amount under paragraph 2 above.

5. **Annual Report.** MoEMSAC agrees to deliver to Ambulance Service each year a full financial statement which shows all operations of MoEMSAC including, without limitation, all accounts maintained by or on behalf of MoEMSAC. Each annual financial statement shall be audited by a certified public accountant licensed to practice in Missouri. Ambulance Service shall have access to the books or records of MoEMSAC at

any time upon not less than one (1) business day advance written notice. Access to the books and records of MoEMSAC does not include access to information regarding the clients of any other Ambulance Service or to any other information which MoEMSAC is required to keep confidential under this Agreement or applicable law or regulation.

6. **Annual Maximum.** The annual maximum fee and expenses which may be recovered by MoEMSAC from Ambulance Service together with all other Ambulance Service services in the State of Missouri (the "Annual Maximum Fee") shall not exceed Two Hundred Thousand Dollars (\$200,000) in the aggregate during the first Missouri State fiscal year from July 1 through June 30 ("FY") of the term of this Agreement and for each subsequent FY, the Annual Maximum Fee shall not exceed the Annual Maximum Fee for the prior FY by more than five percent (5%).

7. **Term.** This Agreement will be in force from the date it is executed by the parties until it is terminated by written notice from one party to the other not later than thirty (30) days prior to the effective date of such termination.

8. **Dispute Resolution, Mediation.**

a. The parties agree to attempt to resolve any disagreement or dispute promptly and in good faith, and to make themselves available for business discussions intended to resolve any such disagreement or dispute. If the parties are unable to arrive at a mutually satisfactory resolution of a dispute through good faith business discussions, either party may make a request in writing to mediate the dispute. In any mediation the parties shall use the services of a dispute resolution service mutually acceptable to the parties. The parties shall share the costs of mediation equally.

b. Any dispute arising under this Agreement which the parties are unable to resolve as a result of negotiation or mediation under paragraph 8.a above shall be subject to arbitration under this paragraph 8.b. At the request of either party any dispute not resolved under paragraph 8.a shall be submitted to binding arbitration before the American Arbitration Association ("AAA") in Kansas City, Missouri, according to the AAA Rules of Commercial Arbitration. Any arbitration award shall be final and binding and judgment may be entered thereon in a court of competent jurisdiction. The prevailing party in any such arbitration shall be entitled to its reasonable costs and fees, including attorney's fees.

9. **Confidentiality.** MoEMSAC agrees to keep confidential the amounts of money held on account of Ambulance Service or paid to Ambulance Service or received from the Division on account of Ambulance, except for any disclosure pursuant to an order of a court of competent jurisdiction or as otherwise required by law.

10. **Notices.** Any notices or other communications permitted or required by this Agreement shall be in writing and shall be given by personal delivery, by overnight delivery service which provides evidence of delivery or by certified mail, postage prepaid,

to the other party at the address shown in this Agreement, or at such other address as one party may from time to time provide to the other for this purpose.

11. **Miscellaneous.**

a. **Severability.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

b. **Interpretation.** The headings used herein are for convenience only and do not limit or expand the contents of this Agreement.

c. **Survival.** Any provisions of this Agreement creating obligations extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for such termination.

d. **Amendments.** Any amendments to this Agreement will be effective only if in writing and signed by the parties hereto.

e. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

f. **Assignment.** This Agreement is binding on the parties and their successors, personal representatives, and assigns. Ambulance Service agrees to disclose terms of this Agreement to any transferee of its business prior to any voluntary or involuntary transfer and obtain from the transferee a statement agreeing to be bound by this Agreement. Neither party may assign its rights or obligations under this Agreement without the prior written approval of the other; provided, however, that nothing in this Agreement shall prevent MoEMSAC from subcontracting part or all of the services to be provided under this Agreement.

g. **Missouri Law.** This Agreement shall be governed in all respects, including validity, interpretation, and effect in accordance with the laws of the State of Missouri.

This Agreement signed by the parties the date first above written. Each person signing below represents that he or she has authority to bind the party on whose behalf he or she signs.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION (PARAGRAPH 8.b) WHICH MAY BE ENFORCED BY THE PARTIES.

MISSOURI EMS
AGENT CORPORATION:

AMBULANCE SERVICE:

By: _____

By: _____

(Name Printed)

(Name Printed)

(Title)

(Title)

Witness: _____

Witness: _____

ACH (DIRECT DEPOSIT) MAILING INSTRUCTIONS

AMBULANCE SERVICE NAME: _____

TITLE XIX MO HEALTHNET PROVIDER #: _____

I hereby authorize/direct MoEMSAC transfer by automated clearinghouse (direct deposit) or mail my MoEMSAC check.

Date to be put into effect: _____

Please fill out this information ONLY if Ambulance Service wants MoEMSAC to send funds by automated clearinghouse (direct deposit).

<u>DIRECT DEPOSIT INFORMATION</u>	
DUE TO:	PRIMARY BANK NAME _____ ADDRESS: _____ CITY, STATE, ZIP: _____ ABA # _____ <small>This address for the primary bank is now REQUIRED by Banks for security purposes.</small>
PAY TO:	SECONDARY BANK NAME (IF APPLICABLE): _____ BANK ADDRESS: _____ CITY, STATE, ZIP: _____ ABA # _____ <small>This address for the secondary bank (if applicable) is now REQUIRED by Banks for security purposes.</small>
CREDIT:	AMBULANCE SERVICE ACCOUNT NAME: _____ ACCOUNT NUMBER: _____

Where does your Ambulance Service want its MoEMSAC REMITTANCE ADVICE (and/or check if not using ACH transfer) mailed? **NOTE: EVERYONE FILLS THIS OUT:**

<u>MAILING INSTRUCTIONS</u>	
MAIL TO:	_____ _____ _____

Mail completed form to:

Missouri EMS Agent
Corporation
236 Metro Drive
Jefferson City, Missouri 65109

Signature

Title

Date

AUTHORIZATION TO RECEIVE PAYMENT

The ambulance service named below (the "Ambulance Service") hereby authorizes the Missouri Department of Social Services, Mo HealthNet Division (the "Division") to send to Missouri EMS Agent Corporation through its authorized agent all payments for emergency ambulance services and remittance advices for emergency ambulance services provided to Mo HealthNet eligible clients by Ambulance. This Authorization shall remain in full force and effect until notice of termination shall be delivered to the Division.

(Name of Ambulance Service)

(Title XIX Mo Health Net Provider Number)

(Date)

(Name of Ambulance Service Representative* - Please Print or Type)

(Signature of Ambulance Service Representative*)

(Title of Ambulance Service Representative*)

* Ambulance Service Representative can be the current manager identified in the most recent application for license filed with the Missouri Department of Health and Senior Services, (in the case of a corporation) an officer identified on the corporation's most recent annual registration report filed with the Missouri Secretary of State, (in the case of a limited liability company) a member or manager or another duly authorized agent of the Ambulance Service, or (in the case of a governmental subdivision) a person authorized by the governmental subdivision to enter into agreements.

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)		
	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)		
	City, state, and ZIP code		
List account number(s) here (optional)		Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its Instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

*MoEMSAC Contracts Received as of
Tuesday, August 03, 2010*

<i>Ambulance_Name</i>	<i>City</i>
Abbott Ambulance, Inc.	St. Louis
Adair County Ambulance Dist.	Kirksville
Affton Fire Protection District	St. Louis
American Paramedical Services	Sedalia
Andrew County Ambulance District	Savannah
Atchison Holt Ambulance District	Tarkio
Audrain Ambulance District	Mexico
Aurora/Lawrence County Ambulance District	Springfield
Barry Lawrence County Ambulance Dist.	Monett
Barton County Ambulance District	Lamar
Bates County Memorial Hospital	Butler
Big River Ambulance District	Cedar Hill
Caldwell County EMS	Kingston
Callaway County Ambulance District	Fulton
Camden Ambulance District	Springfield
Cameron Ambulance District	Cameron
Cam-MO Ambulance District	Sunrise Beach
Cape County Private AMB Service	Cape Girardeau
Carroll County Ambulance District	Carrollton
Carthage Ambulance (McCune - Brooks Regi	Carthage
Cedar County Ambulance District	Springfield
Central Cass County Fire Protection District	Harrisonville
Chariton County Ambulance Dist.	Salisbury
Chillicothe Emergency Services	Chillicothe
Christian Hospital EMS	St. Louis
Citizens Memorial Hospital Ambulance Servic	Bolivar
City of Belton Emergency Services	Belton

<i>Ambulance_Name</i>	<i>City</i>
City of Clayton Missouri Fire Department	Clayton
City of Gladstone Missouri	Gladstone
City of Hazelwood Fire Department	Hazelwood
City of Higginsville Ambulance Service	Higginsville
City of Kansas City Missouri, KCFD Ambulanc	Kansas City
City of Raytown, Missouri	Raytown
Clark County Ambulance District	Kahoka
Claycomo Fire Department	Chycomo
Clearwater Ambulance District	Piedmont
Cole Camp Community Ambulance Dist.	Cole Camp
Cole County EMS	Jefferson City
Community AMB District of Daviess County	Gallatin
Community Fire Protection District	St. Louis
Community Memorial Hospital District d/b/a Ell	Appleton City
Cooper County Ambulance District	Boonville
Cox EMS Ava Area Ambulance District	Springfield
Cox EMS Christian County Ambulance District	Springfield
Cox EMS Dade County Ambulance District	Springfield
Cox EMS Greene County	Springfield
Cox EMS S. Barry County Ambulance District	Springfield
Cox EMS Stone County	Springfield
Cox EMS Webster County Ambulance District	Springfield
COX HEALTH	Springfield
Creve Coeur Fire Protection District	Creve Coeur
Dallas County Ambulance District	Springfield
Dekalb-Clinton Ambulance District	Maysville
Des Peres Department of Public Safety	Wildwood
Dixon Ambulance District	Dixon
East Carter Co. Volunteer Ambulance Assoc.	Ellsinore
Eureka Fire Protection District	Eureka
Excelsior Springs Fire Department	Excelsior Springs

<i>Ambulance_Name</i>	<i>City</i>
Fenton Fire Protection District	Fenton
Florissant Valley Fire Department	Florissant
Fort Osage Fire Protection Dist.	Buckner
Gerald Area Ambulance District	Gerald
Golden Valley Memorial Hospital	Clinton
Grand River Regional Ambulance District	Stanberry
Grandview Fire Department	Grandview
Greater Joplin Area EMServices Inc. d/b/a ME	Joplin
Grundy County Ambulance Service	Trenton
Heartland Paramedics Ambulance Srvcs	St. Joseph
Hermann Area Ambulance District	Hermann
Holt Community Fire District	Holt
Howard County Ambulance District	Fayette
Iron County Ambulance District	Ironton
Joachim-Plattin Ambulance District	Festus
Johnson County Ambulance District	Warrensburg
Kearney Fire & Rescue Prot	Kearney
Knox County Ambulance District	Edina
Laclede County Ambulance District	Springfield
Lake Ozark Fire Protection District	Lake Ozark
Lawson Fire & Rescue Protection District	Lawson
Lewis County Ambulance District	Lewistown
Lexington Fire & Rescue	Lexington
Liberty Fire Department	Liberty
Lincoln County Ambulance District	Troy
Linn County Ambulance District	Brookfield
Lotawana Fire Protection District	Lake Lotawana
Madison County Ambulance District	Fredericktown
Maries Osage Ambulance District	Vienna
Marthasville Community Ambulance District	Marthasville
Maryland Heights Fire District	Maryland Heights

<i>Ambulance_Name</i>	<i>City</i>
Medic One LLC Dunklin County Ambulance Di	Jonesboro
Mehiville Fire Protection District	St. Louis
Meramec Ambulance District	Villa Ridge
Mercer County Ambulance District	Princeton
Mid-Mo Ambulance District	Tipton
Miller County Ambulance District	Eldon
Mississippi County Ambulance Dist.	Charleston
Missour Baptist Hospital-Sullivan	Sullivan
Missouri Baptist Hospital - Sullivan Ambulanc	Sullivan
Monarch Fire Protection District	Chesterfield
Monroe City Ambulance District	Monroe City
Montgomery County Ambulance District	Montgomery City
Mt. Vernon Ambulance District	Springfield
Mt. View/Summersville Ambulance District	Springfield
Naylor-Neelyville Ambulance Dist.	Naylor
New Haven Ambulance District	New Haven
New Madrid County Ambulance District	New Madrid
Newton County Ambulance District	Neosho
Nodaway County Ambulance District	Maryville
North Crawford County Ambulance District	Cuba
North Harrison County AMB District	Eagleville
North Jefferson County Ambulance District	High Ridge
North Scott County Ambulance District	Chafee
Northland Regional Ambulance District	Platte City
Odessa EMS	Odessa
Oregon County Ambulance District	Thayer
Osage Ambulance District	Linn
Owensville Area Ambulance District	Owensville
Ozark Central Ambulance District	Belle
Ozarks Medical Center	
Pattonville Fire Protection	Bridgeton

<i>Ambulance_Name</i>	<i>City</i>
Pemiscot Memorial Health Systems	Hayti
Pike County Memorial Hospital	Louisiana
Pleasant Hill Fire/Rescue	Pleasant Hill
Prairie Township Fire Protection and EMS	Lee's Summit
Pulaski County Ambulance District	Waynesville
Putnam County Ambulance District	Unionville
Randolph County Ambulance District	Moberly
Rev. Noel T Adams Memorial Ambulance Dist	Bethany
Reynolds County Ambulance District	Centerville
Ripley County Ambulance District	Doniphan
Robertson Fire Protection District	Hazelwood
Rock Township Ambulance District	Arnold
SAC-Osage Ambulance Service	Osceola
Salem Memorial Hospital	Salem
Saline County Ambulance District #3	Marshall
Salt River Ambulance District	Shelbyville
Samaritan Hospital	Macon
Schuyler County Ambulance District	Lancaster
Scotland County Hospital Ambulance	Memphis
SEMO EMS Inc	Marble Hill
Shannon County Ambulance District	Springfield
Slater Ambulance District #1	Slater
SNI Valley Fire Protection District	Oak Grove
South Howell County Ambulance District	West Plains
South Metro Fire District	Raymore
South Scott County Ambulance District	Sikeston
St. Charles County Ambulance District	St. Peters
St. Charles Fire Department	St. Charles
St. Clair Ambulance District	St. Clair
St. Francois County Ambulance District	Farmington
St. James Ambulance District	St. James

<i>Ambulance_Name</i>	<i>City</i>
St. John's Regional Health System	Springfield
St. John's Regional Health System Ambulanc	Springfield
Ste. Genevieve County Ambulance District	Ste. Genevieve
Steelville Ambulance District	Steelville
Stoddard County Ambulance District	Dexter
Stone County Ambulance District	Springfield
Sullivan County Ambulance District	Milan
Sweet Springs Ambulance District	Sweet Springs
Taney County Ambulance District	Branson
Texas County Memorial Hospital	Houston
Tri-County Ambulance District	Plattsburg
Union Ambulance District	Union
Valle Ambulance District	DeSoto
Valley Park Fire Protection Dist.	Valley Park
Van-Far Ambulance District	Vandalia
Vernon County Ambulance District	Nevada
Warren County Ambulance District	Warrenton
Warsaw Lincoln Ambulance	Warsaw
Washington Area Ambulance District	Washington
Washington County Ambulance District	Potosi
Webster Groves Fire Department Ambulance	Webster Groves
West Carter County Ambulance District	Van Buren
West County EMS & FPD	Manchester
West Overland EMS & Fire Protection Dist.	St. Louis
West Peculiar Fire Protection District	Peculiar
Willow Springs Ambulance District	Willow Springs
Windsor Ambulance District	Windsor
Worth County Ambulance District	Grant City
Wright County Ambulance District	Springfield

Vernon's Annotated Missouri Statutes Currentness

Title XII. Public Health and Welfare

§ Chapter 190. Emergency Services (Refs & Annos)

§ Outside the Hospital Do-Not-Resuscitate Act

→ **190.800. Ambulance service reimbursement allowance tax--short title**

1. Each ground ambulance service, except for any ambulance service owned and operated by an entity owned and operated by the state of Missouri, including but not limited to any hospital owned or operated by the board of curators, as defined in chapter 172, RSMo, or any department of the state, shall, in addition to all other fees and taxes now required or paid, pay an ambulance service reimbursement allowance tax for the privilege of engaging in the business of providing ambulance services in this state.

2. For the purpose of this section, the following terms shall mean:

(1) "Ambulance", the same meaning as such term is defined in section 190.100;

(2) "Ambulance service", the same meaning as such term is defined in section 190.100;

(3) "Engaging in the business of providing ambulance services in this state", accepting payment for such services;

(4) "**Gross receipts**", all amounts received by an ambulance service licensed under section 190.109 for its own account from the provision of all emergency services, as defined in section 190.100, to the public in the state of Missouri, but shall not include revenue from taxes collected under law, grants, subsidies received from governmental agencies, or the value of charity care.

CREDIT(S)

(L.2009, S.B. No. 307, § A.)

EXPIRATION

<For expiration provisions, see § 190.839.>

V. A. M. S. 190.800, MO ST 190.800

Statutes are current with emergency legislation approved through March 4, 2010, of the 2010 Second Regular Session of the 95th General Assembly. Constitution is current through the No-

V.A.M.S. 190.800

vember 4, 2008 General Election.

Copr © 2010 Thomson Reuters.

END OF DOCUMENT

Vernon's Annotated Missouri Statutes Currentness

Title XII. Public Health and Welfare

☞ Chapter 190. Emergency Services (Refs & Annos)

☞ Outside the Hospital Do-Not-Resuscitate Act

→ **190.803. Ambulance service reimbursement allowance--determination--filing**

1. Each ambulance service's reimbursement allowance shall be based on its gross receipts using a formula established by the department of social services by rule. The determination of tax due shall be the monthly gross receipts reported to the department of social services multiplied by the tax rate established by rule by the department of social services. Such tax rate may be a graduated rate based on gross receipts and shall not exceed a rate of six percent per annum of gross receipts.

2. Notwithstanding any other provision of law to the contrary, any action respecting the validity of the rules promulgated under this section or section 190.815 or 190.833 shall be filed in the circuit court of Cole County. The circuit court of Cole County shall hear the matter as the court of original jurisdiction.

CREDIT(S)

(L.2009, S.B. No. 307, § A.)

EXPIRATION

<For expiration provisions, see § 190.839.>

V. A. M. S. 190.803, MO ST 190.803

Statutes are current with emergency legislation approved through March 4, 2010, of the 2010 Second Regular Session of the 95th General Assembly. Constitution is current through the November 4, 2008 General Election.

Copr © 2010 Thomson Reuters.

END OF DOCUMENT

Vernon's Annotated Missouri Statutes Currentness
Title XII. Public Health and Welfare
Chapter 190. Emergency Services (Refs & Annos)
Outside the Hospital Do-Not-Resuscitate Act
→ **190.806. Records--reporting of gross receipts**

Each ambulance service shall keep such records as may be necessary to determine the amount of its reimbursement allowance. On or before the first day of October of each year, every ambulance service shall submit to the department of social services a statement that accurately reflects such information as is necessary to determine such ambulance service's reimbursement allowance tax. Each licensed ambulance service shall report gross receipts to the department of social services. The information obtained by the department of social services shall be confidential.

CREDIT(S)

(L.2009, S.B. No. 307, § A.)

EXPIRATION

<For expiration provisions, see § 190.839.>

V. A. M. S. 190.806, MO ST 190.806

Statutes are current with emergency legislation approved through March 4, 2010, of the 2010 Second Regular Session of the 95th General Assembly. Constitution is current through the November 4, 2008 General Election.

Copr © 2010 Thomson Reuters.

END OF DOCUMENT

Submission Date: August 23, 2010
Submitted By: Building Official
Board Meeting Date: September 2, 2010

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

Description of Item:

To award a new contract for City Hall janitorial services.

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

All City of Osage Beach employees, home owners, business owners, licensed contractors and all visitors of our community and City Hall.

Why is Board Action Required?

Board approval required to enter into contract for Janitorial Services.

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

Motion to award the contract for the janitorial services of City Hall to B & H Cleaning in the amount of \$17,500.00 with the option to renew the contract in 2011 and 2012 for the same amount of \$17,500.00 annually.

Are there any deadlines associated with this action?

Services under the existing contract will expire on or about September 8, 2010.

Comments and Recommendations of Department:

- Four bids were received as follows:
1. Vincent Cleaning - \$22,000.00
 2. B & H Cleaning - \$17,500.00
 3. Clean Rite Cleaning Services - \$23,400.00
 4. Jani King Cleaning - \$25,140.00

B & H Cleaning is the apparent low-bidder. This contract is to service the public areas of the City Hall building, leaving the individual offices and cubicles to the responsibility of the employee inhabiting that area. Recommend awarding contract for Janitorial Services of City Hall to B & H Cleaning in the amount of \$17,500.00 annually. This is a budgeted item - (10-09-742000)

City Administrator Comments and Recommendation:

Concur with the recommendation of the Building Official.

000060

BID OPENING

City Hall Cleaning

August 20, 2010

10:00 a.m.

The following bids were opened by City Clerk Diann Warner and witnessed by Deputy City Clerk Nancy Clark.

Bidder Name	Amount of Bid
Vincent Cleaning	\$22,000.00
Additional Services	\$18.00 per hour
B & H Cleaning	\$17,500.00
Additional Services	\$18.00 per hour
Clean Rite Cleaning Services	\$23,400.00
Additional Services	\$15.00 per hour
Jani King Cleaning	\$25,140.00
Additional Services	\$17.50 per hour