JOURNAL OF THE CITY COUNCIL *Regular Session* – November 17, 2008

COUNCIL & STAFF PRESENT:

Martha Rowe	Mayor
Jill McCord	Councilmember
Aaron Rodgerson	Councilmember
Todd Kuhns	Councilmember
Richard L. Detweiler	Councilmember
Howard Hickman	City Attorney
Mari E. Macomber	City Manager
Vickie Brumbaugh	City Clerk
Cherie Bryant	Assistant to the City Manager
John Buckwalter	Public Works Director
Laura Guy	Finance Director
Pat Meredith	Human Resource Director
Brad Selby	Codes Administrator

The City Council of the City of Kirksville, Missouri, met in a Regular Session on Monday, November 17, 2008, at 5:30 p.m. in the City Hall Council Chambers.

[Camera men from KTRM-TV News 36 were present to film the City Council meeting for the second time, to be broadcast on the City's Cable Channel 3 in its entirety.]

INVOCATION/PLEDGE

Father Chris Cordes, of the Mary Immaculate Catholic Church, gave the Invocation. Cub Scout Pack 401 led the Pledge of Allegiance.

MINUTES

Councilmember Rodgerson moved to approve the minutes of the regular session of November 3, 2008; seconded by Councilmember McCord. The motion carried by the following vote: Mayor Rowe, aye; Councilmembers: Detweiler – aye; Kuhns – aye; McCord – aye; Rodgerson – aye. 5 Ayes; 0 Nays.

ORDER OF AGENDA

Councilmember Detweiler moved to approve the Agenda as distributed; seconded by Councilmember Kuhns. The motion carried by the following vote: Mayor Rowe, aye; Councilmembers: Detweiler – aye; Kuhns – aye; McCord – aye; Rodgerson – aye. 5 Ayes; 0 Nays.

INFORMATION PRESENTATION & PUBLIC HEARING

Police Officer Bob Hardwick presented an award to Police Chief Jim Hughes for his dedicated service during Officer Hardwick's service time with the United States Army. Chief Hughes had checked on Hardwick's family during his absence. The U.S. Army Department of Defense offered awards to employers who contributed to the well being of servicemen's families during their absence.

Annette Sweet, representing AmerenUE, reported they had filed for a rate increase last spring. The rate increase may or may not take place in March of 2009. She mentioned that electric rates are lower than they were 20 years ago. AmerenUE typically trims trees routinely, and will be trimming them further back in the future.

CITIZEN PARTICIPATION
None.

ACTION PRESENTATIONS
BILL NO. 2008-45 ORDINANCE NO. 11848
AN ORDINANCE AMENDING AND REPEALING CERTAIN PROVISIONS OF CHAPTER 25 OF THE CODE OF ORDINANCES OF THE CITY OF KIRKSVILLE, MISSOURI CONCERNING THE CITY'S WATER AND SEWER SYSTEMS.

Councilmember Rodgerson moved to adopt Bill No. 2008-45 on first reading; seconded by Councilmember Detweiler.

Laura Guy explained this Code requires updating periodically. This Ordinance clarifies wording, definitions, responsibility issues and revised fees. The City will no longer fill swimming pools which requires much manpower. A temporary connection fee has been increased by $100 per each six-month extension. Changed application of security deposits after two years of no delinquencies in payment of bills instead of allowing three delinquencies. Increased the fee assessed on each trip request by a customer for temporary disconnection, and increased the fee charged per each new sewer service connection permit and inspection.

The motion carried by the following vote: Mayor Rowe, aye; Councilmembers: Detweiler – aye; Kuhns – aye; McCord – aye; Rodgerson – aye. 5 Ayes; 0 Nays.

BILL NO. 2008-46 ORDINANCE NO. 11849
AN ORDINANCE ESTABLISHING LANDLORD LIABILITY FOR UNPAID UTILITY BILLS OF TENANTS. [Amends City Code Chapter 25, Section 52d]

Councilmember McCord moved to adopt Bill No. 2008-46 on first reading; seconded by Councilmember Rodgerson.

Laura Guy explained that when tenants leave town with unpaid water accounts, the City has been taking care of the cost. State Statute allows cities to offer service to property owners, or to impose liability on landlords for bills incurred by their tenants. When owners rent to their tenants, they are saying this person is willing to pay for water service. She added that this Ordinance will hopefully reduce the losses, and not have to turn as much over for collection.

The motion carried by the following vote: Mayor Rowe, aye; Councilmembers: Detweiler – aye; Kuhns – aye; McCord – aye; Rodgerson – aye. 5 Ayes; 0 Nays.

Insurance – Medical & Dental
Councilmember Detweiler moved to approve Meritain as the new third party administrator for medical and dental insurance in 2009; Healthlink be retained as the preferred provider network; and MedTrak as the Pharmaceutical benefit manager; seconded by Councilmember Kuhns.

Pat Meredith explained the City serves as a self-party insurance. Statutes require we bid our insurance every three years. Ten bids were received, with Meritain being the best bid. Their

number is half of what was projected. Medical and Dental plan costs for 2009 are projected at $1,060,897.

The motion carried by the following vote: Mayor Rowe, aye; Councilmembers: Detweiler – aye; Kuhns – aye; McCord – aye; Rodgerson – aye. 5 Ayes; 0 Nays.

Change Order – 2008 Asphalt Overlay Program

Councilmember Rodgerson moved to approve a change order to the agreement with W.L. Miller Company for the 2008 Asphalt Overlay Program adjusting for quantities for Lewis and Illinois Streets in the amount of $23,549.26; seconded by Councilmember Kuhns.

John Buckwalter reported this is the final change order on the asphalt program, as the work has been completed. This covers extra tonnage of asphalt for repair of Illinois, Patterson, Shepherd and Lewis Streets.

The motion carried by the following vote: Mayor Rowe, aye; Councilmembers: Detweiler – aye; Kuhns – aye; McCord – aye; Rodgerson – aye. 5 Ayes; 0 Nays.

Appointments to Lakes, Parks & Recreation Commission

Councilmember Detweiler moved to approve the appointment of Hank Janssen, as the KBSA representative, and Larry Logston to the LPRC; seconded by Councilmember Kuhns.

Mari Macomber explained that KBSA recommends Hank Janssen as their representative on the LPRC, replacing Kim Easley. She further explained that Steve Kolb has been serving on the LPRC, but is the Concessionaire at Thousand Hills Lake and is unavailable to attend the meetings. Mr. Kolb is interested in serving as an Advisor to the Commission, and therefore it is recommended that the Council consider adding an Advisor position at their next Council meeting. Larry Logston has expressed interest in serving on the Commission and is recommended to replace Steve Kolb on the LPRC.

The motion carried by the following vote: Mayor Rowe, aye; Councilmembers: Detweiler – aye; Kuhns – aye; McCord – aye; Rodgerson – aye. 5 Ayes; 0 Nays.

Second Reading

BILL NO. 2008-45 ORDINANCE NO. 11848

AN ORDINANCE AMENDING AND REPEALING CERTAIN PROVISIONS OF CHAPTER 25 OF THE CODE OF ORDINANCES OF THE CITY OF KIRKSVILLE, MISSOURI CONCERNING THE CITY'S WATER AND SEWER SYSTEMS.

WHEREAS, the City of Kirksville has constructed water and sewer systems and is responsible for their maintenance and efficient operation;

WHEREAS, the City must pay all expenses associated with said water and sewer systems and charge the customers of said system accordingly;

WHEREAS, it is determined and declared to be necessary and conducive to the protection of the public health, safety, welfare and convenience of the City to collect charges from all customers who use the City's water and sewer systems and revise fees accordingly;

WHEREAS, the proceeds of such charges so derived will be used for the purpose of operating, maintaining and retiring the debt for such public water and sewer systems; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KIRKSVILLE, MISSOURI, AS FOLLOWS:

SECTION ONE: The following sections of the Code are amended by either adding the wording highlighted in bold or deleting any wording by strikethroughs:

Sec. 25-1. Word definitions.

Agent and the terms he, him, or his **shall include and refer to a person or entity authorized to act for and under the direction of another person or entity when dealing with third parties, such as a realtor or property manager.**

Customer and the terms he, him, or his shall include and refer to any **living** person, persons, firm, agency, partnership or corporation **who is a property owner or resident or tenant at the service address under contract** ~~which is a party to a contract~~ with the city to supply water to the customer's premises from the city's public water supply system, and, the agents or employees of a customer **acting on the customer's behalf**.

Disconnection **or termination of service shall mean the unavailability of potable water to a customer at a given service address. The usage of this term shall mean the physical stoppage of water flow at the stop box or at the meter, or through the termination of service by the read out of a meter due to the inability to physically stop water flow.**

Door hangar **is a written notification to a customer of delinquency of account or of impending turn off or other information that needs to be communicated to the customer. The door hangar is left at an outside opening of the customer's premise.**

Dwelling, double-family **means a building intended or designed for the occupancy of two (2) households.**

*Dwelling, multiple****-family*** means a building ~~or portion thereof arranged,~~ intended or designed for occupancy **of more than** ~~by~~ two (2) ~~or more~~ households.

~~*Lessor*~~ ***Landlord*** *responsibility contract* means an agreement signed by the **landlord** ~~lessor~~ **of residential units** and kept on file by the finance department in which the **landlord** ~~lessor~~ accepts **utility service** ~~water~~ billing responsibility at any time **for which there is no tenant signed up for service** ~~a tenant is not available for billing~~.

Premises **refers to** ~~is~~ a building or part of a building with its grounds or other appurtenances **that is associated with a service address**.

Security deposit or deposit **means a payment required by a customer prior to establishment of service which may be used to offset a balance owed on the customer account.**

Service means the provision of water from the city's public water supply system to the customer at the point of delivery under the terms and conditions of this article. ~~For example, the disconnection of service means the city closes the stop box at the end of the street service pipe so that water cannot flow from the street service pipe into the customer service pipe.~~

Service address **means the physical address where service is provided by contract with a customer.**

Service availability fee **means the fee assessed to each customer that enables potable water to be supplied to each service address.**

Service connection **or** ***connection*** **represents the physical connection to the city's public water supply that allows water to be supplied to the customer.**

Service continuation **means the ability for agents to keep services active through participation in the service continuation program.**

Suburban customer means any customer whose **service address is** ~~premises are~~ located outside the corporate limits of the city.

Volume charge **is a variable charge based on the number of cubic feet of water used during a billing period.**

Watering meter **is a device that provides service to customers only for watering of lawns or filling of pools and requires establishment of a separate service account.**

Sec. 25-20. New service connections; fees.

Customers seeking the installation of a new water service connection are required to do the following:

(3) Pay a service connection fee of **one hundred dollars ($100.00)** per meter unless covered by section 25-38.

Sec. 25-34. Stop boxes.

(d) It is the customer's responsibility to provide the stop box location to the codes administrator.

Sec. 25-37. Temporary connections.

(a) …At the end of six (6) months or when a certificate of occupancy is issued, the ~~contractor or~~ owner must sign up for services **within three (3) business days** or the water will be shut off. **Extensions may be granted in 6-month increments for an additional one hundred dollar ($100.00) fee per extension.**

(d) The city does not offer a residential or commercial swimming pool filling service.

(e) The city reserves the right to use discretion in allowing the city's fire hydrant meter be used for residential or commercial customer benefit.

Sec. 25-42. Meter specifications and installation.

(c) Damage to remote readers or wires due to customer negligence or carelessness shall be paid for by the customer or property owner.

Sec. 25-50. Customer ~~application and~~ contract for service.

(b) Any person who obtains service **for the benefit of themselves and/or for others** without executing the required ~~application and~~ customer **service** contract shall be liable for all charges for services rendered **and be subject to the provisions of Section 25-100(d). In addition, any water usage at an address during the time when there is no active customer account will subject the property owner to an illegal turn on fee of fifty dollars ($50.00) for each instance and for each address turned on without prior execution of a customer service contract. This turn on fee shall be assessed on each party responsible for this violation, including, but not limited to the property owner and/or parties acting on his behalf. This fee can be charged to any active service account of the above named responsible parties.**

(d) Service will not be allowed to continue in a deceased customer's name. The surviving spouse, who was a member of the decedent's household, will be allowed to put the service in his or her name upon the execution of a customer service contract without the requirement of a deposit for an account in good standing. The execution of a new customer service contract and deposit, as required under Sec. 25-50 and 25-51, will be required for all others taking over the decedent's service.

(e) A property owner may execute a landlord responsibility contract under which the landlord may take over responsibility of payment of an account when there is no other customer signed up for that service address. The landlord responsibility contract is only available to a property owner who has established twenty-four (24) consecutive months of service immediately preceding the effective date of the contract with no more than three (3) delinquent bills nor been disconnected for nonpayment of any account during the time period. Service may be terminated on any customer at a service address under a landlord responsibility contract as provided under Sec. 25-52. The property owner shall be responsible for payment of his tenant's unpaid account prior to any establishment of future service at that address.

(f) An agent representing a property owner may establish a service continuation agreement with the city where the service at an address as provided to the city will not be disconnected until either a new customer service contract is executed for that address or the service continuation agreement is cancelled by either the agent or the city. No security deposit shall be required of the agent. The agent and property owner represented shall be jointly and severally liable to pay for the services rendered to the premises and failure to pay for such services will result in their disconnection; transfer of outstanding charges to another account of the agent or property owner; and shall result in the agent being ineligible to further participate in the service continuation program.

An annual one hundred dollar ($100) nonrefundable administrative fee will be required of each agent prior to participation in the service continuation program.

Sec. 25-51. Security deposit.

(b) If an applicant for service shall have previously established a satisfactory record payment of city **utility services** ~~water bills~~ for a period of twenty-four (24) consecutive months immediately preceding the date of ~~application and~~ **the customer service** contract, with **no delinquent bills** during the time period, then the requirement of an initial deposit shall be waived….

(c) After a customer has established a satisfactory record of payment of a particular account for a period of twenty-four (24) consecutive months, with **no delinquent bills** during the time period, then the initial deposit for the account, if any, shall be applied to the account. **Deposits on file effective with the date of this ordinance will be subject to the requirements of this section.** …

(d)(1) …or ~~sixty dollars ($60.00)~~ **one hundred eighty dollars ($180.00)**, whichever is greater.

Sec. 25-52. Rendering and payment of bills.

(f)(2) If payment of outstanding bill, penalty and any applicable charges is not received within ten (10) days, service will be terminated **without further notice.**

(g) …**and be subject to the following charges to be eligible for reconnection.**

(g)(3) Payment of reconnection charges:

a. A **fifty dollar ($50.00) nonrefundable delinquent turn on fee** will be assessed when reconnection is made between the hours of 8:00 a.m. and 5:00 p.m. on **normal business days,** Monday through Friday.

b. A **one hundred dollar ($100.00) nonrefundable delinquent turn on fee** will be assessed when reconnection is made at any time other than as specified in the preceding subsection.

(h) ~~Service to each customer shall be for the sole use of the customer on the premises described in the application for service.~~ In the event a customer fails to pay a bill incurred at one address to the extent that service is terminated, then the finance director **shall** ~~may~~ add the amount of the delinquent bill to the bill for service at any other address ~~for~~ **at** which ~~the~~ **he is a** customer ~~is responsible~~.

(n) Customers may request a waiver of the ten (10) percent late payment penalty on a city utility bill paid late if:
(1) The customer has a current active account with the city in his/her name;
~~(2) The customer has had utility service with the city for the prior twenty-four (24) consecutive months;~~
~~(3) No accounts in the customer's name has had a delinquent payment;~~
~~(4) The customer has no history of payment agreements with the city;~~

~~(5)~~**(2)** The request for waiver is made within ~~thirty (30)~~ **fifteen (15)** days of the due date missed; and
~~(6)~~**(3)** The customer signs up for the city's direct debit service which remains in effect for a minimum for twenty-four (24) months. If a customer is or becomes disqualified from using the direct debit service or voluntarily terminates the service within that twenty-four (24) month period, the late payment penalty that was previously waived will then be added back to the account.

(o) As a courtesy, the city may send out door hangars prior to disconnection. The issuance of a dollar hangar will result in an additional twenty dollar ($20.00) fee payable immediately to avoid disconnection of service.

(p) A returned check fee of twenty-five dollars ($25.00) will be assessed to the maker for every check or direct debit that has been returned to the city without being honored by a banking institution. Unpaid returned checks or direct debits may be put back on a customer account and may subject the customer to termination of service if left unpaid.

Sec. 25-53. Temporary disconnection of service.

(a) For the purpose of repairs or alterations, the owner of the property served by a particular meter, or a plumber**, or the city**, ~~after notification to the finance director~~, may temporarily disconnect service to his premises for a period of less than ten (10) days, without affecting the existing customer **service** contract, by turning the water off and on at the meter and/or stop box. …A charge of **ten dollars ($10.00) per each trip, after the first, for connection or disconnection** shall be assessed a customer if the city temporarily disconnects service to the customer **upon the customer's request**.

Sec. 25-54. Termination of service.

(a) A customer's contract for service shall be terminated **either** upon the customer's written notification to the finance director **or due to nonpayment of an account for services.** Upon receipt of the notification, the customer's meter will be read and charges for ~~water~~ **services** provided to the customer up to and including the time of termination shall be computed. …When the customer's contract for service is terminated upon the city's initiative **due to nonpayment of an existing account or due to failure to properly execute a customer service contract**, then the customer's meter will be read and charges for ~~water~~ **services** provided up to and including the time of termination shall be computed…

(b)(3) Payment of reconnection charges:

a. A **fifty dollar ($50.00) nonrefundable** reconnection charge **will be assessed** when the reconnection is made between the hours of 8:00 a.m. and 5:00 p.m. on normal business days, **Monday through Friday**.

b. A **one hundred dollar ($100.00) nonrefundable** reconnection charge **will be assessed** when reconnection is made at any time other than as specified in the preceding subsection.

(c) A convenience fee of seventy-five dollars ($75.00) will be assessed on those customers who terminate their service(s) for a period of six months or less who have the intent to return to the same service address and re-establish water service.

Sec. 25-55. Adjustments for leaks.

An adjustment in a customer's bill may be made by the finance director when a leak has caused the customer's bill to be excessively high and when the customer can show ~~reasonable proof~~ **a paid detailed receipt for a repair made to remedy the leak** ~~that the leak has been repaired~~.

In the event that a leak adjustment has been given to a property owner which has then prevented a tenant from obtaining a leak adjustment at the same service address, the city has the discretion to disallow the leak adjustment given to the property owner. The leak adjustment disallowed may be assessed on any account in which the property owner is a customer. The property owner will not be eligible for any further leak adjustment requests until the disallowed leak adjustment is paid in full.

Sec. 25-60.1. City customers and public water supply districts.

(a) The service availability fee shall be a monthly charge of five dollars ($5.00) per service connection. **If service is for less than a full month, the service availability fee will be prorated based on number of days of service.**

Sec. 25-102. Definitions.

Agent and the terms he, him, or his **shall include and refer to a person or entity authorized to act for and under the direction of another person or entity when dealing with third parties, such as a realtor or property manager.**

Customer and the terms he, him, or his shall include and refer to any **living** person, persons, firm, agency, partnership or corporation **who is a property owner or resident or tenant at the service address under contract** ~~which is a party to a contract~~ with the city to supply water to the customer's premises from the city's public water supply system **or to allow connection to the city's sewer system**, and, the agents or employees of a customer **acting on the customer's behalf**.

Disconnection **or termination of service shall mean the inaccessibility to sewer services by a customer at a given service address due to either planned or otherwise actions of the customer. The usage of this term shall mean the physical blockage of access flow into the sewer system.**

Door hangar **is a written notification to a customer of delinquency of account or of impending turn off or other information that needs to be communicated to the customer. The door hangar is left at an outside opening of the customer's premise.**

Dwelling, double-family **means a building intended or designed for the occupancy of two (2) households.**

*Dwelling, multiple**-family*** means a building ~~or portion thereof arranged,~~ intended or designed for occupancy **of more than** ~~by~~ two (2) ~~or more~~ households.

***Landlord responsibility contract* means an agreement signed by the landlord of residential units and kept on file by the finance department in which the landlord accepts sewer billing responsibility at any time a tenant is not available for billing.**

***Premises* refers to a building or part of a building with its grounds or other appurtenances that is associated with a service address.**

***Security deposit or deposit* means a payment required by a customer prior to establishment of service which may be used to offset a balance owed on the customer account.**

***Service* means to allow a customer access to sewer system privileges.**

***Service address* means the physical address where service is provided by contract with a customer.**

***Service availability fee* means the fee assessed to each customer that enables sewer accessibility to each service address.**

***Service connection* or *connection* represents the physical connection to the city's sewer system.**

***Service continuation* means the ability for agents to keep services active through participation in the service continuation program.**

***Suburban customer* means any customer whose service address is located outside the corporate limits of the city.**

***User charge* shall mean that portion of the total sewer service charge which is levied in a proportional and adequate manner for the cost of operation, maintenance and replacement of the sewer system upon the city's sewer customers.**

***Volume charge* is a variable charge based on the number of cubic feet of water used during a billing period.**

Sec. 25-113. Basic sewer use charges.

(a) The service availability fee shall be a monthly charge of five dollars ($5.00) per service connection. **If service is for less than a full month, the service availability fee will be prorated based on number of days of service.**

Sec. 25-115. Fees.

(b)(2) Permit and inspection fee for a residential or commercial building sewer (section 25-132), **fifty dollars** (**$50.00)**.

SECTION TWO: This ordinance shall be in full force and effective as of January 1, 2009.

BILL NO. 2008-46 ORDINANCE NO. 11849

AN ORDINANCE ESTABLISHING LANDLORD LIABILITY FOR UNPAID UTILITY BILLS OF TENANTS. [Amends City Code Chapter 25, Section 52d]

WHEREAS, the City of Kirksville operates both a water and a sewerage system and is responsible for their maintenance;

WHEREAS, the City must pay all expenses associated with said utility systems and charge the customers of said systems accordingly;

WHEREAS, it is determined and declared to be necessary and conducive to the protection of the public health, safety, welfare and convenience of the City to collect charges from all customers who use the City's water and/or sewerage systems;

WHEREAS, the City of Kirksville incurs losses due to unpaid utility bills;

WHEREAS, Missouri statute specifically allows the City to provide utility service to landowners only, or to impose liability on landlords for bills incurred by their tenants;

WHEREAS, this Ordinance is intended to supplement current Code of Ordinance Section 25-52(d); and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KIRKSVILLE, MISSOURI, AS FOLLOWS:

SECTION ONE: Landlords Responsible for Utility Bills.
Every property owner shall be responsible for any utility charges or fees left unpaid by any tenant of the premises served by the water or sewer utility. However, when an occupant is delinquent more than ninety (90) days, the owner shall not be liable for sums due for more than ninety (90) days of service. Further, where the landlord or property owner fails to pay the utility charges, the City may refuse to provide any water service to the property with the delinquent charge even in the name of a subsequent tenant or new owner of the property.

SECTION TWO: Delinquent Accounts.
When a tenant is delinquent in payment for thirty (30) days, the City shall make a good faith effort to notify the owner of the premises receiving such service of the delinquency and the amount thereof. Any notice of termination of service shall be sent to both the occupant and owner of the premises receiving such service. When an account is delinquent more than ninety days, the owner shall not be liable for sums due for more than ninety (90) days of service.

Landlord Options.
To assist landlords in determining that their tenants have responsibly paid their obligations the City offers property owners the following options, which a landlord may select provided he does so in writing sent directly to the Finance Director, who in turn will confirm the receipt of such request. In the absence of a written exercise of any of these options, the City shall continue its present billing and collection practices.

A. Deposit. The City normally charges a utility deposit of sixty dollars ($60). Any landlord may require that the deposit for his tenants be increased by 100% to one hundred twenty dollars ($120) or by 200% to one hundred eighty dollars ($180) and that utility service not be provided until the entire deposit is paid. (If the City should raise its utility deposits in the future, the 100% or 200% increases would be adjusted accordingly. If the City should fail to follow these instructions, the landlord shall be relieved of that portion of the charge that would have been paid if the correct deposit had been charged.)

B. The City normally permits a delinquent utility account to remain active up to thirty (30) days past the due date. Any landlord may request that any or all of tenants be immediately disconnected from utility service upon failure to pay an account by the due date as provided in the notice of delinquency. If the City should fail to follow this request, the failure will not relieve the landlord of his obligation to pay the delinquent account. However, the landlord may elect option C below, and determine for himself that the City has followed his direction and notify the City of any failure.

C. Duplicate Billing. Normal City practice is to only bill the tenant for the utility service provided. Upon written request to the Finance Director, the City will send a duplicate bill each month to the landlord, so the landlord can determine to his satisfaction that the bill is paid. It is the responsibility of the landlord to notify the Finance Director if this direction is not being followed. In absence of a prior complaint of no duplicate billing, the landlord shall not be excused from liability if the tenant fails to pay.

D. Written Approval of Tenants. The City normally allows a tenant to make application for service in their name and directing that utility service by turned on at a landlord's property. Any landlord may instruct that no utility service will be provided unless the landlord sends with the tenant a copy of the lease agreement and written approval to turn on the utility service.

SECTION THREE: Penalty; Severability; Effective Date.
This Ordinance shall be in full force and effect upon its passage and approval, except that landlords will not be liable for unpaid delinquent utility bills incurred before the effective date of this Ordinance, unless the utility customer remains a tenant of the landlord for ninety days past the effective date of this Ordinance. The provisions of this Ordinance are severable, as provided in Section 1.140 of the Revised Statutes of Missouri. Those provisions of this Ordinance which establish an offense, are subject to the general penalty provisions provided by law, that is a penalty of $0 to $500 or zero (0) to ninety (90) days in jail or both a fine and a jail sentence.

SECTION FOUR: This ordinance shall be in full force and effective as of January 1, 2009.

Councilmember Rodgerson moved to adopt Bill No. 2008-45 and 2008-46 on second reading; seconded by Councilmember Kuhns. The motion carried by the following vote: Mayor Rowe, aye; Councilmembers: Detweiler – aye; Kuhns – aye; McCord – aye; Rodgerson – aye. 5 Ayes; 0 Nays.

Comments
Councilmember McCord thanked the Public Works Department for their street work.

Adjournment

Councilmember Kuhns moved to adjourn to an Executive Session regarding Real Estate RsMO 610.021(2); seconded by Councilmember Rodgerson. The motion carried by the following roll call vote by the City Clerk: Mayor Rowe, aye; Councilmembers: McCord – aye; Rodgerson – aye; Kuhns – aye; Detweiler – aye. 5 Ayes; 0 Nays.

Mayor Rowe adjourned the meeting at 6:10 p.m.

Vickie Brumbaugh, CMC, MRCC
City Clerk