

# CITY COUNCIL STUDY SESSION

**TO:** Mayor and City Council  
**FROM:** Mari E. Macomber, City Manager <sup>MSM</sup>

**SESSION DATE:** September 8, 2008  
**TIME:** 5:30 p.m.  
**PLACE:** Second Floor Conference Room

## **AGENDA:**

- **Water/Wastewater Ordinance Review**
- **DREAM Update/Organizational Structure**
- **Sale and Consumption of Alcohol on City Property**
- **Newsletter Review – September 5, 2008**

## **WATER/WASTEWATER ORDINANCE REVIEW**

One year ago, the City Council discussed water and sewer rates and made a decision to evaluate these rates each year to determine whether the rates were sufficient enough to cover operation and capital needs. The Council also spent some time reviewing proposed changes to the ordinance that spells out how water and sewer service is provided to each customer from the sign up process to disconnections due to lack of payment.

The Council was in agreement with many of the provisions of that proposed ordinance. The original staff report is included with this packet on pages 19 - 21. The ordinance was delayed to allow for the completion of the budget, the implementation of the new rates and the installation of the new software. Staff is ready to revisit the ordinance with the Council to discuss the previous areas of change and a few other proposed changes.

The operations of the water and sewer system are two operations that are ran like a business. The fee for service is not offset by property tax or sales tax payments. In saying that when evaluating the proposed ordinance it is important to keep in mind the importance of the services cover the costs.

We continue to have issues with people getting water without signing up for service. Individuals are still having plumbers turn water on for new tenants without permission. These are only two examples of problems we have had with the operation of the water and sewer service, and wish to address these and other issues in the revisions we are proposing for the ordinance.

We are also proposing an ordinance that would place more responsibility on the property owners in a landlord situation. We have had instances where the water and

sewer services are not being maintained by the property owners, only to have the tenants hit with excessive water bills due to leaks in the service lines. It is important that we minimize our exposure and establish operational practices that will basically make sure the City is paid for the services we are providing.

Recommended Action:

We will be reviewing the changes with the Council. Please review the proposed changes, as it is intended that any approved ordinance changes be implemented effective January 1, 2009, and we will need some time to implement these changes.

**DREAM UPDATE/ORGANIZATIONAL STRUCTURE**

This past week, representatives of DREAM were in Kirksville to visit with the Kirksville Downtown Improvement Committee (KDIC). During this visit, the DREAM representatives explained the importance of the KDIC taking a key or lead role in the DREAM process, as opposed to the City being the lead organization. DREAM also outlined a draft organizational structure for the KDIC to consider.

A copy of the “DRAFT” report on the organizational structure will be handed out at your meeting on Monday. The report covers the following:

- Existing Organizations and Revitalization Efforts
- The Elements of Successful Organizations and Revitalization Efforts
- Recommended Organizational Structure Development and Enhancement  
Which includes Recommended Organizations and Existing Organization Enhancements

For the City of Kirksville, this “DRAFT” report states that the City should take the lead in the tough decisions that lie ahead. A copy of page 15 and 16 of this “DRAFT” report is included on pages 22-23.

Also included is a summary report from Cherie Bryant on activities of DREAM. The survey has been going on for about one week. We have received reports from a few individuals who have been called. We have received one concern regarding the survey and are checking into that with the company conducting the survey.

Also included is the latest Newsletter that is handed out to the downtown businesses and located on the City’s website.

Recommended Action:

Staff will be presenting an update on the meeting with the KDIC and the response of this organization to 1) taking a leadership role in the DREAM process, and 2) the “DRAFT” recommendations of the DREAM organization.

**SALE AND CONSUMPTION OF ALCOHOL ON CITY PROPERTY**

The City Council met on August 11 to discuss whether or not to consider an ordinance that would allow for the consumption of alcohol at the airport, Rotary Park and North Park. The Council asked that staff survey other cities who have implemented similar ordinances to determine what impacts, if any resulted from the implementation of this type of ordinance.

Community Services Director sent out a request to members of the Missouri Parks and Recreation Association to find out what cities if any allowed the consumption of alcohol on city property. Eleven communities responded with nine of those allowing the consumption of alcohol on city property. Two communities responded stating that they do not allow alcohol. A summary of this information is included at the end of this Study Session packet. One community that was mentioned at the August 11 meeting as allowing alcohol was the City of Columbia. They did not respond to our request.

#### Recommended Action

The City Council needs to review the ordinance and determine if it is what was expected based upon your discussion from January. Again, the Airport event has been located to a private hangar building. Since this is a new concept, the Council may also want to consider implementing a restricted ordinance at first.

#### **NEWSLETTER REVIEW – September 5, 2008**

##### Attachments

- Proposed Water Ordinance – pg 4 - 15
- Proposed Landlord Ordinance – pg 16 -18
- Ordinance Report from September 2007 – pg 19 -21
- DREAM Recommendations for the City – pg 22 -23
- Staff Report on DREAM – pg 24 - 25
- DREAM Newsletter – pg 26
- Staff Report on Survey Information – pg 27

##### Enclosure

- “DRAFT” DREAM Organizational Structure Review

## KIRKSVILLE CITY COUNCIL STUDY SESSION ATTACHMENT

**SUBJECT:** Water and Sewer Ordinance

**STUDY SESSION MEETING DATE:** September 8, 2008

**CITY DEPARTMENT:** Finance

**PREPARED BY:** Laura Guy, Finance Director

Periodically, the water and sewer ordinance is reviewed and updated in response to new processes, need for clarification and request for increased fees. Since the Utility Fund is required to be a self-sustaining operation of water and sewer services, fees need to be adequately cover the cost of services provided. The following are additions to or deletions or excerpts from Section 25 of the Code of Ordinances that are proposed to be revised effective January 1, 2009. Explanation of revision is provided in a highlighted box where necessary. Upon approval of the Council, revised wordings will be reviewed by the City Attorney for proper language and terminology.

### Water

#### **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 **whom 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.

~~Lesser~~ ***Landlord responsibility contract*** means an agreement signed by the lessor **of residential units** and kept on file by the finance department in which the lessor accepts water billing responsibility at any time 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.

Changes in definitions due to need for clarification or to reflect terms used in other sections of this ordinance.

**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.

Increase fee from \$50.00 per meter that was implemented in 1990 in order to better reflect the cost of labor and necessary paperwork. Comparable size municipalities charge a connection fee ranging from \$100 to a 5/8" meter to \$3,900 for a 2" meter.

**Sec. 25-34. Stop boxes.**

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

Include a provision for the customer to provide the required stop box location to the city to ensure that private installations are maintained in city files.

**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. **Each renewal of a 6-month certificate of occupancy will require an additional one hundred dollar (\$100.00) fee for construction water payable at the time of request.**

Clarification of how long before service is shut off and who must sign up for service. Additional provision to require that an additional \$100.00 be charged for each 6-month renewal granted. This will undergo further review after implementation to determine if adequate charge to encourage projects to be completed timely.

- (d) **The city does not offer a private residential swimming pool filling service. Commercial swimming pools may be filled by the city upon payment of a nonrefundable set-up fee of two hundred dollars (\$200)**

plus a water deposit of one hundred fifty dollars (\$150.00). Any water usage of less than one hundred fifty dollars (\$150.00) will be refunded, while any additional water used and/or additional service time required will be billed to the customer.

- (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.**

Prior to 2004, the city filled private swimming pools as a courtesy only. In 2004, this practice was stopped due to that not every request could be accommodated due to scheduling availability, availability of the fire hydrant meter and accessibility to the closest fire hydrant since we will not block streets, nor run a fire hose across the street nor across property lines. Customers with swimming pools have the option to use a hose hooked to their own service or from a private water hauler. This provision does allow for the city to use discretion in allowing use of the fire hydrant meter.

#### **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.**

This provision will allow the city to charge for replacement of metering appurtenances that are damaged due to lack of customer care.

#### **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 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 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 without the requirement of a deposit for an account in good standing. The execution of a new customer application 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 where they 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 may be responsible for payment of his tenant's unpaid account prior to any establishment of 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 application for service 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 may 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.**

The inclusion of this will allow the city to assess fees on those property owners or property managers who allow water service to be turned on without prior authorization from the city. This occurs frequently for cleaning of premises or after hours or on the behalf of tenants who have not signed up for service. The practice of billing for water usage between customers has not been done in the past. If implemented, notification will be made to all applicable property managers, landlords and plumbers of the consequences of such actions.

There are instances when we find that a customer is deceased and a relative is living there under the decedent's name. The resident does not usually have established service elsewhere in their name and are resistant to payment of a deposit.

Landlord agreements have been used as a courtesy for many years. The inclusion in the ordinance defines the responsibility of the landlords.

A new process is to be tried to allow realtors and property managers to keep services on at a property if certain conditions are met. An administrative fee of \$100 will be initially charged per year but we would like to reserve the right to increase this fee if the administration of such a program will cost more than this amount.

#### **Sec. 25-51. Security deposit.**

- (b) If an applicant for service shall have previously established a satisfactory record payment of city **services water bills** for a period of twenty-four (24) consecutive months immediately preceding the date of application, 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.

Prior to this change, a customer was allowed to have been delinquent three times and still qualify for a deposit return. This is more restrictive and awards those customers who are in good standing with no late payments. With the changes implemented with the new billing software and the payment options offered, customers with late payments should not be rewarded.

#### **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 prior notice.**

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

These changes reflect further clarification.

- (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.

Increase in reconnection fees from \$10 and \$25, respectively, that were implemented in 1990 and which will reflect true cost of service time to disconnect and reconnect a customer who failed to pay a delinquent bill.

- (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 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.

This revision provides the opportunity of the waiver of the late payment penalty to more customers.

- (o) **As a courtesy, the city may, but is not obligated to, send out door hangars prior to disconnection. A twenty dollar (\$20.00) fee will also be assessed on each customer subject to the receipt of a door hangar prior to reconnection or prior to re-activation of service.**

This includes in the ordinance a process that has been done as a courtesy to customers who have not paid their water bill after two prior notices. A \$10 door hangar fee has been charged for each one hand delivered. The increase to \$20 better reflects the time and expense spent on each one.

- (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.**

The insertion of this paragraph clarifies the action and fee assessed for every returned check received by the city. The bank charges a service fee for every returned check that is passed on to the maker of the check.

#### **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 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.**

The current fee is \$10.00 per both disconnection and connection. This should cut down on abuse and multiple repeat trips made to the same service address for the same reason.

#### **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 application**, 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.

This corresponds to Sec. 25-52.

(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.**

(d) **A convenience fee of seventy-five dollars (\$75.00) will be assessed on those customers who terminate their water service on a watering meter who have the intent to re-establish water service on that meter within one (1) year.**

During the winter months, some customers will leave the city and have their services shut off. In the past, no additional charges have been paid by these customers for the service time and expense required to do these short-term shut offs. The city still incurs the expense of providing water and sewer service and spring clean-up to these customers who should support the provision of these services by being assessed a nominal fee to offset the City's fixed costs. A fee will also be assessed on those customers who disconnect the service at a watering meter on a seasonal basis.

**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.**

**Property owners will remain responsible for repairs not made at a service address for which they obtained a leak adjustment in their name and which leak adjustment prevents a tenant from obtaining a leak adjustment within that twelve (12) month period. The amount of the leak adjustment given to the property owner will be disallowed and can be assessed on any account in which the property owner is a customer. The property owner will not be eligible for any leak adjustment requests until the disallowed leak adjustment is fully paid.**

The city has been lenient in the past with customers that have only had to attest to making a repair whether one was completed or not. This will tighten the requirement that a paid receipt for proof of repair will be required before consideration of a leak adjustment.

The city has also experienced unscrupulous property owners who have allegedly made repairs and received leak adjustments but not until a tenant has moved in and been subjected to a leak that it was determined that no repair was made by the property owner. The addition of the provision to make the property owner remain responsible for any adjustment given which was not repaired.

#### **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.**

#### **Sewer**

#### **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 **whom 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 lessor of residential units and kept on file by the finance department in which the lessor 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.

Changes in definitions due to need for clarification or to reflect terms used in other sections of this ordinance.

**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).**

Increase fee from \$25.00 per sewer tap that was implemented in 1990 in order to better reflect cost of labor and necessary paperwork

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ESTABLISHING LANDLORD LIABILITY FOR UNPAID UTILITY BILLS OF TENANTS.**

**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 it 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 be 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.

Passed by the City Council and signed by the Mayor this \_\_\_\_ date of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Martha Rowe, Mayor

ATTEST:

\_\_\_\_\_  
Vickie Brumbaugh, City Clerk

## KIRKSVILLE CITY COUNCIL STUDY SESSION ATTACHMENT

**SUBJECT:** Water and Sewer Rates

**STUDY SESSION MEETING DATE:** September 25, 2007

**CITY DEPARTMENT:** Finance

**PREPARED BY:** Laura Guy, Finance Director

Staff presented a preliminary water and sewer user charge rate increase recommendation to Council at the September 4<sup>th</sup> retreat. The recommended changes were to add a monthly \$5 service availability fee to both water and sewer services provided and to lower the minimum consumption from the current 300 cubic feet per month to 100 cubic feet per month.

These recommendations were reviewed after concern was expressed about whether these changes would provide adequate cash inflow to cover future funding requirements for operations, capital, increasing debt service, federal and state mandates and to build a reserve for unexpected needs. Additionally, for the city to qualify for participation in the State Revolving Loan Fund program to fund extensive capital projects, operating revenues are required to exceed operating expenditures by a sufficient margin to allow for 110% annual debt coverage.

Since these rates are to be reviewed annually during the budget setting process with the Council, staff feels that the recommendation presented in the following will be the first step in sustaining quality water and sewer operations.

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

Effective January 1, 2008, water user charges will be comprised of two components: a fixed service availability fee and a volume charge based on the amount of water usage.

- (a) The service availability fee shall be a monthly charge of \$5.00 per service connection.
- (b) A minimum monthly volume charge equal to the cost of 100 cubic feet of water usage per month shall be made to all water customers whose water usage does not exceed 100 cubic feet of water per month.
  - (1) Effective January 1, 2008 the first 2,000 cubic feet will cost \$2.32 per 100 cubic feet.
  - (2) Effective January 1, 2008, the next 98,000 cubic feet of water used will cost \$2.03 per 100 cubic feet.

- (3) Effective January 1, 2008, water usage over 100,000 cubic feet of water used will cost \$1.87 per 100 cubic feet.

**Sec. 25-60.2. Suburban customers.**

Suburban customers shall pay for water usage based on the same formula as proscribed in section 25-60.1 except that the volume charge shall be 150 percent of the city rate. The minimum volume charge shall also be 150 percent of the city customer rate for usage which does not exceed 100 cubic feet of water per month. The service availability fee will be equal to the fee charged to city customers.

**Sec. 25-60.3. Industrial customers.**

Effective January 1, 2008, the rate for industrial customers located inside the city limits of Kirksville shall be the same formula as proscribed in section 25-60.1 except that the rate for water usage in excess of 400,000 cubic feet shall be \$0.5345 per 100 cubic feet for water usage in excess of 400,000 cubic feet.

**Sec. 25-113. Basic sewer use charges.**

Monthly charges for the use and services of the POTW shall be based on the quantity of water used on the premises served, except as otherwise provided in this article.

Effective January 1, 2008, base sewer user charges will be comprised of two components: a fixed service availability fee and a volume charge based on the amount of water usage.

- (a) The service availability fee shall be a monthly charge of \$5.00 per service connection.
- (b) A minimum monthly volume charge equal to the cost of 100 cubic feet of water usage per month shall be made to all sewer customers whose water usage does not exceed 100 cubic feet of water per month.
  - (1) Effective January 1, 2008 the base volume charge shall be \$2.50 per 100 cubic feet of water used at the premises as measured by one or more city water supply meter(s) installed on the premises, where the city is the water purveyor.

Sewer customers located inside the corporate limits of the city and served by the rural water district shall be billed a monthly flat rate which reflects the average water consumption of all rural water district customers connected to the city sewer during the preceding 12 months. Effective January 1, 2008, in addition to the applicable volume charge, each of these unmetered city customers will be assessed the monthly service

availability fee as outlined in Sec. 25-113. The city may elect to contract with the rural water district for the collection of this fee, but is not required to do so.

Sewer customers located outside the corporate limits of the city shall pay 150 percent of the applicable sewer volume charge for the same customers inside the city limits, regardless of whether the sewer use fee is assessed on a basis of actual water consumption, an annually adjusted flat fee as provided herein, the addition of excess use charges as provided herein, or other method as so determined. The minimum charge shall be 150 percent of the city customer rate for usage which does not exceed 100 cubic feet of water per month. Effective January 1, 2008, in addition to the applicable volume charge, each of these city sewer customers will be assessed the monthly service availability fee as outlined in Sec. 25-113.

## EXISTING ORGANIZATION ENHANCEMENTS

### E. City of Kirkville

The City of Kirkville's involvement in Downtown Revitalization is critical to its success. Many of the Downtown successes to date have occurred mainly due to the City's leadership and financial participation. Additionally, City involvement demonstrates local government commitment and increases the likelihood of broad citizen participation. The City should assist in the development of all necessary political subdivisions and districts as well as participate in the appropriate boards. However, efforts should be made to avoid politicizing the Revitalization Program.

City services are one of the essential elements for a successful Downtown Revitalization Program. The financial commitment by the City to support capital improvement projects should continue and exceed the current level of activity, as appropriate. The City can help with leveraging other resources by providing a local match investment. This practice is the most effective means for accomplishing large-scale capital and infrastructure projects. However, the local resources of the City must be distributed throughout the community and other financial resources should always be considered. The City will have an important role to play in all aspects of revitalization and has already maintained a steady effort for downtown. The City should take the lead in the tough decisions that lie ahead.

- The City will need to provide attention to downtown code enforcement, historic preservation establishment, design guidelines adherence, and preparing wayfinding and signage, not only in the DREAM Study Area, but throughout the City. Building codes should be pursued aggressively and fairly.
- The City should continue to beautify Downtown. This includes pursuing the removal of the "slip covers" or metal skin covering the façades of downtown buildings and continuing to persuade building owners of the benefits of canopy removal and historic district qualification.
- It is recommended that the City take a supporting role, in partnership with KDIC, in educating and informing the downtown community about the benefits of establishing the Downtown Kirkville Community Improvement District (KDCID). By using the economic activity created by businesses to generate special tax revenue in the Downtown Area, this financing tool will provide a much needed resource that will strengthen KDIC's programming and sustainability and stimulate increased private reinvestment in buildings throughout Downtown. These "small-scale" projects are not easily funded by State and Federal resources, therefore the KDCID can provide much needed revenue gap financing to make sure Downtown not only "leaps forward" with "big projects" but also makes incremental improvements on a recurring basis.
- The City should also be a leader in the development of the relationship among the Downtown Business Owners and student body of Truman State University

and A.T. Stills University. This relationship and understanding will need to be improved if Downtown is to reach its full potential.

**F. Kirksville Downtown Improvement Committee, Inc.**

The Kirksville Downtown Improvement Committee, Inc. should continue to establish itself as a private, non-profit corporation designed to unify Downtown interests, encourage broad community support as well as lead the Downtown Revitalization Program (the "Program").

The KDIC will be responsible for advocacy on behalf of the downtown community and the promotion of its members' interests. It will act as the leader of the Program, rallying volunteers, gathering resources, and pressing for progress. In order for the organization to function as intended it will require a full-time manager to oversee operations and if possible a support person to handle administrative duties. The manager of this organization is instrumental to the Program as they will be the point person, community liaison, and motivating force of the Program.

The membership of the KDIC is designed to consist of seven categories of "Downtown-Centric" business and property owners, in order to fairly represent those with an interest in Downtown. (This is an assumption, it is not clearly stated in the by-laws) However, it is important to the success of the Downtown Revitalization Strategy that the KDIC develop an avenue for the Kirksville Community to become involved in Downtown Revitalization Efforts. Currently this opportunity does not exist. While at this point there are not a large number of members of the community who wish to be involved, that may change as momentum builds. Providing an opportunity for community involvement gives the community a sense of ownership in the resulting improvements. There are a number of ways to provide the opportunity for involvement to the community; such as through a committee of community volunteers (with a goal of increasing community support), or it can be an additional membership category, but limit the representative Board membership for that category to retain control in the Downtown.

In addition to the surrounding community greater involvement of the student body of the local universities is vital to achieving Downtown Revitalization. Following the same ideas detailed above the KDIC should consider an opportunity to more greatly involve the students of the local Educational Institutions, particularly Truman State University and A. T. Stills University. However, an additional membership category will probably not be necessary, due to the students' instability relative to permanent residents. This group of partners can best be served through a University Partnership Committee, whose sole purpose is to encourage communication between KDIC and the student body.

As stated above, the KDIC should work very closely with the City to establish a Community Improvement District that would support the KDIC financially and provide funding for other downtown improvements that the Downtown TIF cannot. At the outset the organization can share office space and services with another organization or government entity, but should eventually be self-reliant

## **KIRKSVILLE CITY COUNCIL STUDY SESSION ATTACHMENT**

**SUBJECT:** DREAM Update

**STUDY SESSION MEETING DATE:** September 8, 2008

**CITY DEPARTMENT:** Economic and Community Development

**PREPARED BY:** Cherie Bryant, Assistant to the City Manager

### **DREAM Update**

Kirksville – DREAM Activities Schedule

Tasks

### **Organizational Structure Review**

The Organizational Structure Review (draft 1) handbook was presented at the Kirksville Downtown Improvement Committee, Inc. (KDIC) meeting on September 2<sup>nd</sup> by Patrick Hanlon of PGAV Urban Consulting (DREAM).

On May 29<sup>th</sup> and 30<sup>th</sup>, Mr. Hanlon conducted separate organizational structure conference calls with Kirksville City Council Members, Truman State University, A.T. Still University, Adair County Historical Society, Kirksville Arts Association, Kirksville Downtown Improvement Committee, Inc., and the Chamber of Commerce. Mr. Hanlon's goal was to obtain various perspectives on how organizations impact downtown revitalization.

In his presentation on September 2<sup>nd</sup>, Mr. Hanlon emphasized the most critical component of a successful downtown revitalization strategy is the creation of a sustainable organizational structure with the capacity to implement DREAM recommendations and provide ongoing downtown revitalization support. The Organizational Structure Review handbook provides recommendations on the types of new organizations that need to be formed and existing organization enhancements. Mr. Hanlon is hoping to obtain feedback from the above organizations. A small group is currently forming to discuss ways to appropriately obtain the feedback.

### **Land Use/Building Survey**

The Land Use/Building Survey has been complete and the draft mapping report has been delivered. Due to the lack of correct mapping information available, we will be providing DREAM with our own field work survey results. Pam Kelrick, GIS Coordinator,

Brad Selby, Codes and Planning Director, and Cherie Bryant, Assistant to the City Manager, are currently working on the logistics of the survey field work.

### **Community/Consumer Survey**

The Focus Groups were completed on April 14, 2008 and the report has been delivered. The Community Telephone Survey started September 2<sup>nd</sup> and will run for two weeks. The survey process involves contacting random members of the community, by telephone, to assess desired wants and needs for the downtown. The Visitor Survey will continue to be conducted at downtown events throughout the autumn season. DREAM requires 200 visitor surveys for data research. Currently, we have approximately 100 completed surveys.

### **Retail Market Analysis**

No report available. In progress.

### **Housing Market Analysis**

No report available. In progress.

### **Financial Assistance Review**

No report available. In progress.

### **Downtown Strategic Plan**

Objectives and goals are being developed as tasks proceed.

### **Building and Streetscape Revitalization Program**

In progress. Conference call regarding canopies was held August 14, 2008. Historic photos of downtown buildings were sent to Patrick Hanlon, PGAV. A PGAV architect will provide sketches of what buildings could potentially look like once the canopies and metal facades are removed. Mr. Hanlon will present the 'before and after' sketches once they are complete.

### **Marketing Plan**

Communications map and press release packet has been delivered.



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SCHEDULE  
2008

- ▶ Organizational Structure Review
- ▶ Land, Use, Building and Infrastructure Survey
- ▶ Community and Consumer Survey
- ▶ Focus Groups
- ▶ Community Phone Survey
- ▶ Visitor Survey
- ▶ Retail Market Analysis
- ▶ Financial Assistance Review
- ▶ Building and Streetscape Revitalization Program
- ▶ Marketing Plan
- ▶ Communications Plan

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# Kirksville's DREAM Initiative

DOWNTOWN REVITALIZATION AND  
ECONOMIC ASSISTANCE FOR MISSOURI

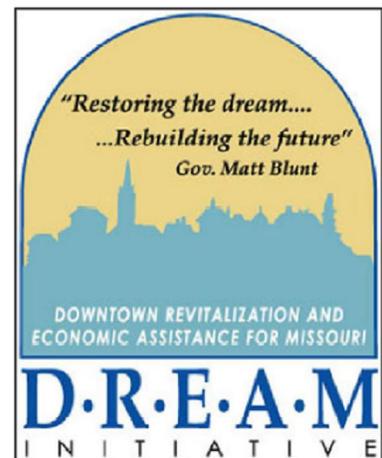
*In late August of 2007, ten Missouri communities, including Kirksville, were named by Governor Matt Blunt as designated DREAM communities. These small to medium-sized communities will receive access to economic development tools in order to revitalize and rebuild their downtown areas to aid in the creation of new growth and economic development opportunities for the community.*

## What's Happening in Kirksville

The Focus Group Survey Report has been delivered to the City of Kirksville! As part of the research for the DREAM Initiative, UNICOM-ARC conducted five focus groups in Kirksville. The purpose of the groups was to learn more about the priorities of the community in regard to the downtown area. The five groups included the following: 1) the TIF Commission, 2) new residents and students, 3) downtown business owners, 4) longtime residents, and 5) city officials and administrators. Participants of all five groups were from a variety of backgrounds. To view the Focus Group

Survey Report, please visit [www.kirksvillemcity.com](http://www.kirksvillemcity.com).

Patrick Hanlon from PGAV Urban Consulting and Kim Martin from the Missouri Development Finance Board will be attending the Kirksville Downtown Improvement Committee, Inc. (KDIC) meeting September 2nd. They will present ways for KDIC to increase their role in the downtown. Also, they plan on presenting the draft Organizational Structure Review booklet. For more information, please visit [www.kirksvillemcity.com](http://www.kirksvillemcity.com) or [www.oldtownkirkville.com](http://www.oldtownkirkville.com).



## Kirksville Downtown Improvement Committee, Inc. (KDIC) News



Recently, KDIC members signed a letter of support for Carlson Gardner, Inc. to renovate the Historic Travelers Hotel located at 301 W. Washington Street. Carlson Gardner, Inc. tried last year to secure state tax credits, however, their application was not approved by the Missouri Housing Development Commission. Carlson Gardner, Inc. has reapplied and hopes they will be approved this year.

The KDIC is co-sponsoring the New Student Welcome BBQ! It will take place in Downtown Kirksville around the Courthouse Lawn on Thursday, September 11 from 5:00 p.m. to 9:00 p.m. There will be LIVE ENTERTAINMENT and free BBQ to students who present a current Student I.D. ATSU, Truman, and MACC students are all welcome! Food will be served from 5:00 p.m. to 7:00 p.m. Local businesses will have booths to give away coupons and product information. For more information, please visit [www.oldtownkirkville.com](http://www.oldtownkirkville.com).

## KIRKSVILLE CITY COUNCIL STUDY SESSION ATTACHMENT

**SUBJECT:** Policies of Other Municipalities Concerning the Sale or Consumption of Alcohol on City Property.

**STUDY SESSION MEETING DATE:** September 8, 2008

**CITY DEPARTMENT:** Community Services

**PREPARED BY:** Steven Bell, Community Services Director

Staff conducted a survey of Missouri municipalities through the Missouri Parks and Recreation Association about the sale and/or the consumption of alcohol on City property. We received eleven responses. Nine communities allowed this activity, two did not.

None of the responding communities that allowed the sale and/or consumption of alcohol reported additional vandalism or safety concerns. Police intervention was reported as minimal by two Communities, it was not an issue for the other communities. Survey results:

### ALCOHOL ON CITY PROPERTY

CITY	YES or NO	CITY ORDINANCE	NEGATIVE RESULTS	INCREASED POLICE	SPECIAL REGULATIONS
St. Charles County	Yes	Yes	No	No	No glass containers
Concordia	Yes	Yes	No	No	Some restrictions
Bridgeton	Yes	Yes	No	No	
Shrewsbury	Yes	Yes	No	No	Liquor License to sell
Sikeston	Yes	Yes	No	No	Prohibited at baseball/softball facilities during youth programs
Town & Country	Yes	Yes	No	No	Carry in only, no alcohol sales
Independence	Yes	Yes	No	No	
Marshall	Yes	Yes	No	No	Allowed only in specific areas
Warrenton	Yes	Yes	No	No	Prior approval
Sedalia	No	Yes			
Warrensburg	No	Yes			