

KIRKSVILLE CITY COUNCIL **NEWSLETTER . . .**

Mari E. Macomber, City Manager
November 16, 2012

SUBJECTS:

**DATES TO REMEMBER
COUNCIL BUDGET MEETING
STATE OF THE CITY
COMMITTEE UPDATES
FRANKLIN STREET PROJECT
WATER ORDINANCE
BICYCLES/CYCLIST
PERFORMANCE CONTRACTING
CITIZENS ACADEMY
EMPLOYEE MEETING
HIGHWAY 63 TRANSPORTATION CORPORATION
GOVERNMENTAL AFFAIRS**

DATES TO REMEMBER

11/19 – Budget Meetings begin at 4:00 pm – then following Council Meeting
11/19 – City Council Meeting @ 6:00 pm
11/20 – Budget Meetings continued at 4:00 pm
11/27 – Council Area Scene @ 9 am
11/22 and 23 – City Hall Closed for Thanksgiving Holiday weekend
11/26 – Annual Employee Meeting from 1 to 3:30 pm

COUNCIL BUDGET MEETING

Council budget meeting will take place this Monday November 19 starting at 4:00 pm. You will break for the Council meeting at 6 pm and then return to review the budget until about 8 pm. If we are not finished with the budget, the plan would be to continue on the following day at the same time, 4 pm. Remember that we need to have the budget finished and available to the public for review prior to the December 3 Public Hearing. The City will provide pizza for dinner since it will be a long evening.

STATE OF THE CITY

The Governmental Affairs Committee has asked the City to prepare for the State of the City. The date for our event will be Monday, January 7 at 4:30 pm. It will be the City Council topic for your Study Session that evening. Last year we had department managers get up and talk. We have followed this same format for the last few years and think it is time to change it up again. In previous years, we had either the Mayor or Mayor Pro Tem make a presentation with a slide show. Maybe we can discuss this soon so that we can prepare for the event.

COMMITTEE UPDATES

KREDI met this past week. The board approved a new logo for KREDI which will be used on letterhead, business cards, website, etc. The logo was designed by senior graphic's arts students from Truman. The board is also actively engaged in recruiting new members to KREDI. Each board member will be meeting with prospective members in the next few weeks. MREIC met this past week and is moving closer to finalizing the partnership details between Truman, Small Business Development and Technology Center and Moberly Area Community College. Once we have the details worked out Truman will solicit for a counselor to be hired to replace Charlene Boyes. The Tourism Advisory Board met earlier this month and discussed the purpose of the Advertising Partnership program. A review of the state statute requirements and the ballot language approved by the citizens of Kirksville served as the guiding principles for the recommendations of the Advisory Board to expand the use of the funds provided the funds are used to bring people to town.

FRANKLIN STREET PROJECT

The Franklin Street project is underway. The contractor had someone damage some of the sidewalks with graffiti. Next week, work on the utilities will take place between Randolph and Normal Streets. This is being done since the students will be on break.

WATER ORDINANCE

The plan was to have the water ordinance ready for placement on Monday evening's agenda. After reviewing it again and discussing details with the Mayor, there are a few additional provisions that we want to discuss with the Council. If the Council is agreeable, then the document will be presented to the City Attorney for review with placement on the December 3 agenda. Included with this document is the proposed water ordinance.

BICYCLES/CYCLIST

In the previous Newsletter, there was information on the proposed plan to educate citizens on the proper operation of bicycles within the City. The first step will be to educate people about the proper operation of bicycles within the downtown area, meaning not on the sidewalks. New signs posted and painted on the sidewalks downtown informing everyone that you cannot ride your bicycle on the sidewalks in the downtown area. Now that this is complete officers will begin an education campaign with the hopes of voluntary compliance. A picture of the sidewalk with the painted sign is included.

PERFORMANCE CONTRACTING

Included with this Newsletter is a project schedule. We anticipate Schneider Electric to be onsite next week to get their business license and coordinate the storage containers that will be needed for equipment. They will be located out at Public Works. The first payment for the loan will be due at the beginning of December.

CITIZENS ACADEMY

The second annual Citizens Academy concluded this past week with graduation. The members of the 2012 class participated in a 13 week session learning about our Police

Department, and interacting with police personnel. Mayor Detweiler provided the welcome to the class.

EMPLOYEE MEETING

The Annual Employee meeting is scheduled for November 26 from 1:00 until 3:30 at the Downtown Cinema 8. This venue has worked well for employee recognition, open enrollment, and an overview of the City Council goals and objectives for 2013. In addition, we will be reviewing the provisions of our Sexual Harassment policy in accordance with Federal law. This means that City Hall will be closed from 1:00 pm until 3:30 pm on that day. We will advertise this and place signs out front of City Hall.

HIGHWAY 63 TRANSPORTATION CORPORATION

The Highway 63 Transportation Corporation met last week. The Corporation has received enough funds from the sales tax that only a portion of the September tax was needed to provide sufficient funds to the Corporation. The balance of the tax is now being collected by the City, who will need to make its first payment to MoDOT in December of next year in the amount of \$500,000. The Corporation has invited the Highway Commission to Kirksville. The Commission is expected to accept the offer and be in Kirksville on June 5. It is at this time that the Corporation will present its final payment to MoDOT for its share of the Highway 63 expansion project.

GOVERNMENTAL AFFAIRS

The Governmental Affairs Committee of the Chamber met on November 6. The date for Kirksville Day at the Capitol has been set for February 20. It would be great if a few members of the City Council could attend this event to help meet our state legislators and talk to them about Kirksville. The Northeast Missouri Day event will be one week earlier, February 13.

Attachments

- Sales Tax Reports
- Building Permits
- Water Ordinance
- Bicycle Signs on Sidewalk
- Trip Reports

SALES TAX COLLECTIONS
One-Cent General Sales Tax

	2008	2009	2010	2011	2012	2012 YTD Growth/-Loss Comparison to			
BUDGET	2,578,240	2,584,485	2,466,000	2,476,280	2,523,820	2011	2010	2009	2008
January	241,502.73	266,740.40	259,347.52	177,293.93	231,297.39	30.46%	-10.82%	-13.29%	-4.23%
February	219,903.17	195,734.29	200,778.78	259,901.05	229,342.20	-11.76%	14.23%	17.17%	4.29%
March	132,002.16	147,892.81	156,669.64	160,805.35	147,321.44	-8.39%	-5.97%	-0.39%	11.61%
April	253,028.44	246,130.84	232,500.31	258,496.85	288,635.98	11.66%	24.14%	17.27%	14.07%
May	220,972.61	216,847.11	233,120.21	239,462.58	216,676.28	-9.52%	-7.05%	-0.08%	-1.94%
June	148,541.83	142,964.71	143,943.57	149,702.34	141,482.89	-5.49%	-1.71%	-1.04%	-4.75%
July	279,431.55	279,236.50	265,660.28	259,437.07	285,063.79	9.88%	7.30%	2.09%	2.02%
August	222,179.31	203,838.29	208,953.81	218,429.47	203,154.15	-6.99%	-2.78%	-0.34%	-8.56%
September	140,078.56	146,129.55	131,838.50	174,444.14	162,346.70	-6.93%	23.14%	11.10%	15.90%
October	235,788.79	237,555.14	252,020.17	270,826.30		-	-	-	-
November	209,464.69	222,488.00	207,549.97	223,163.42		100.00%	100.00%	100.00%	100.00%
December	204,920.17	153,163.14	199,574.20	159,898.86		-	-	-	-
TOTAL	2,507,814.01	2,458,720.78	2,491,956.96	2,551,861.36	1,905,320.82	-12.15%	-8.61%	-8.53%	-8.99%
VARIANCE from BUDGET Growth/(Loss)	(70,425.99)	(125,764.22)	25,956.96	75,581.36	(618,499.18)				

2,093,429.15 2,083,069.64 2,084,832.79 2,168,799.08 1,905,320.82

	FY 07/08	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13
July	103,941.50	105,049.44	103,701.31	113,459.81	115,552.14	104,128.45
August	42,598.44	73,007.59	70,605.96	71,562.71	74,772.94	69,846.97
September	165,201.54	134,460.71	134,027.00	125,457.62	121,737.17	134,281.22
October	95,388.40	107,711.01	96,360.14	100,267.58	104,086.50	97,048.04
November	50,588.52	68,385.21	71,667.19	64,600.41	85,700.82	79,800.20
December	153,517.60	113,078.49	113,685.10	122,354.30	129,064.24	
January	85,601.77	100,602.46	107,619.38	100,293.80	106,591.45	
February	98,828.11	97,351.19	74,051.55	94,262.91	77,056.78	
March	113,937.61	122,232.45	120,629.29	85,289.72	106,319.67	
April	100,131.60	90,946.94	94,738.04	119,191.04	108,595.67	
May	64,680.35	70,542.11	75,660.91	75,145.16	73,294.33	
June	120,202.33	119,106.87	111,043.36	123,657.91	137,601.31	
TOTAL	\$1,194,617.77	\$1,202,474.47	\$1,173,789.23	\$1,195,542.97	\$1,240,373.02	\$485,104.88

103,941.50 105,049.44 103,701.31 113,459.81 115,552.14 104,128.45

SALES TAX COLLECTIONS BY FISCAL YEAR
Community Improvement District 1-Cent Sales Tax

FY 2012	
Budget	93,600.00
Actual Collections:	
January	14,402.97
February	14,140.97
March	4,231.33
April	11,552.27
May	7,727.12
June	2,671.11
July	10,473.33
August	6,034.11
September	2,546.74
October	
November	
December	
Total Tax Collections	\$73,779.95
Variance	
Growth/(Loss)	(\$19,820.05)

BUILDING PERMITS

The following is a listing of new construction in Kirksville for the period October 1, 2012 through October 31, 2012:

Date: October 1, 2012
Owner: Laura Johnston
Use: Single Family - Placement
Address: 1240 Oxford Dr.
Permit No.: 7784
Const. Co.: Charles Cannaday

Date: October 8, 2012
Owner: Century Developers
Use: Single Family
Address: 202 Marco Dr.
Permit No.: 7789
Const. Co.: Self

Date: October 19, 2012
Owner: Hamilton Street Bpt. Church
Use: Commercial - Addition
Address: 802 W. Hamilton
Permit No.: 7796
Const. Co.: Sparks Constructors

Date: October 24, 2012
Owner: Ice House Auto Plaza
Use: Commercial - Addition
Address: 2609 N. Baltimore
Permit No.: 7799
Const. Co.: Adair Construction

Date: October 24, 2012
Owner: Pam Sylvara
Use: Single Family
Address: 3604 Broadlawn Dr.
Permit No.: 7800
Const. Co.: Steve Greg Howard

Date: October 25, 2012
Owner: Kevin Gregory
Use: Single Family
Address: 312 E. Jefferson
Permit No.: 7802
Const. Co.: Self

AN ORDINANCE AMENDING CHAPTER 25, WATER AND SEWERS, OF THE CITY CODE OF THE CITY OF KIRKSVILLE, MISSOURI, REGARDING CUSTOMER OPERATIONS.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Kirksville, Missouri, as follows:

Section 1. That Chapter 25 of the Kirksville City Code is amended as follows:

Sec. 25-50. - Customer contract for service.

- (a) No service shall be provided to any customer unless such customer shall have first made application for service and entered into a contract for service upon forms provided by the finance director. All applications for service shall be made in the true name of the customer actually to receive and use the service, unless otherwise permitted by the finance director, and the use of a fictitious name by the prospective customer shall be grounds for the finance director to refuse or terminate service. Presentation of valid customer identification shall be required to ensure accuracy of customer account information. A separate application and customer contract shall be required for each location for which service is desired. Any change in the identity of the customer of record (including the change of ownership of more than fifty (50) percent of the stock of a corporation) for the customer's premises requires a new application and customer contract. The finance director may discontinue service until the new application and customer contract have been executed.

- (b) Any person who obtains service for the benefit of themselves and/or for others without executing the required customer service contract shall be liable for all charges for services rendered and be subject to the provisions of subsection 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.

- (c) The customer shall be liable for all charges for service rendered to the customer's premises until the customer provides written notice to the finance director that the customer wishes to terminate service, or, until otherwise terminated by the city.

- (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 sections 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 section 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 (\$100.00) nonrefundable administrative fee will be required of each agent prior to participation in the service continuation program.
- (g) All customers shall be subject to the provisions of this article, together with all applicable rules and regulations heretofore or hereafter adopted or promulgated by the city.

Sec. 25-51. - Security deposit.

- (a) A deposit shall be required for all permanent or temporary service connections to the city's public water supply system as security for the payment of bills, except when waived under the conditions hereinafter provided. The cash deposit shall be required prior to provision of service applicable to both residential and commercial accounts. If the city shall connect water service for reasons of its own convenience prior to payment of the cash deposit, and thereafter if the customer shall fail to pay the cash deposit within the

time specified by the city, the service may be disconnected. Deposits shall be made according to the schedule as follows:

(1) The deposit required for service shall be sixty-eighty dollars ~~(\$60.00)~~(\$80.00), or an amount equal to twice the anticipated monthly ~~or bimonthly~~ utility bill, or an amount based on the applicant's previous deposit history, as estimated by the finance director, whichever is greater.

~~(2) A surety bond drawn on an insurance company operating in the State of Missouri shall be acceptable for deposits greater than one thousand dollars (\$1,000.00).~~

(b) If an applicant for service shall have previously established a satisfactory record payment of city utility services for a period of twenty-four (24) consecutive months immediately preceding the date of the customer service contract with less than four (4) delinquent payments within the last twelve (12) months of service, ~~with no delinquent bills during the time period~~, then the requirement of an initial deposit shall be waived. If an owner of property applies for a service connection, and is not going to occupy the premises to be served thereby, and has executed a lessor responsibility contract with respect to the premises, then the requirement of an initial deposit shall be waived. This waiver shall only be available for premises used as one-or two-family dwellings.

(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 section will be subject to the requirements of this section. The customer shall be eligible for a refund of deposit upon termination of service, provided all bills are paid to the date of termination. The finance director will deduct the amount of any unpaid bill from the deposit and credit the account of the customer in such amount. The customer shall be given an automatic refund of any balance of deposit remaining mailed to last known address. Unclaimed refunds will be retained by the city for a period of three (3) years and then will be turned over to the State of Missouri. The city has the right to apply any refund to any outstanding bill owed to the city in the customer's name.

(d) Reinstatement of deposit; increase of deposit: If ~~within a period of twenty-four (24) consecutive months immediately preceding the date of the application~~, a customer's service has been disconnected for nonpayment of a bill ~~or a customer's bill has become delinquent four (4) or more times within twelve (12) consecutive months, or, if a similar pattern of delinquency has been noted among other accounts of the customer~~, then the following shall apply:

(1) A deposit shall be required, regardless of whether previously waived or refunded. Such deposit shall be equal to three (3) times the anticipated monthly ~~or bimonthly~~

bill, including anticipated penalty fees, as estimated by the finance director, or one hundred eighty dollars (\$180.00), whichever is greater.

~~(2) If an existing customer's deposit is increased due to nonpayment or delinquency of payment, the increase in the deposit must be paid within twenty-one (21) days after notice of the increase. Failure to pay the increase in the deposit in the manner provided shall cause service to be disconnected.~~

~~(32)~~ Anyone who shall violate section 25-90(d), 25-90(e) or 25-90(f) of this article shall be required to pay the city an increased customer deposit equal to the estimated loss of water over the period of time of the violation or two hundred fifty dollars (\$250.00) whichever is greater.

(e) No deposit shall be required for industrial customers or governmental agencies.

(f) ~~Notwithstanding the foregoing subsections,~~ if an applicant for service is not the owner of the property, the deposit will be either the minimum of one hundred eighty dollars (\$180.00) or an amount based on the applicant's deposit history under subsection 25-51(a), whichever is greater. The deposit will be held by the city until either the applicant/customer is no longer a customer of the city utility services or becomes the owner of the property served and subject to subsection 25-51(c).

~~For those tenants having a deposit on file as of January 1, 2009 which is less than one hundred eighty dollars (\$180.00), no additional deposit will be required unless service is disconnected due to nonpayment then section 25-51 (d) will apply . until such time that the city's utility bill for services is delinquent three (3) times in succession.~~

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

- (a) The finance director shall have the right to read meters and render bills on either a monthly or bimonthly basis. A service bill may include any of the following:
- (1) Water charges at the applicable rate;
 - (2) Sewer charges at the applicable rate;
 - (3) Any applicable state or local taxes;
 - (4) Trash service charges on a pro-rata basis at the applicable rate for the duration of time that the city is responsible for such billing.
 - (5) Clean-up fee assessed as necessary at the applicable rate.
 - (6) Any other cost, charge, or deposit provided for in this article.
- (b) Bills and notices to any customer shall be deemed to have been delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the customer as shown on records of the finance director.
- (c) Payments shall be made at the Finance Department, City Hall, 201 South Franklin, Kirksville, Missouri 63501, or any authorized agency or location. All bills will be due and

payable upon receipt. If any bill is not paid on or before the twenty-first day following the billing date then the bill shall become delinquent and a ten (10) percent penalty will be assessed on the outstanding balance. All customers will be subject to this ten (10) percent penalty.

- (d) The occupant and user of the premises receiving water service and the owner of the premises shall be jointly and severally liable to pay for the services rendered to the premises. A minimum charge shall be paid whether the quantity of water is used or not. Credit shall not be allowed for any cause unless discontinuance of service has been requested by the customer in writing and service has not been shut off by the city.

Landlords responsible for utility bills.

- (1) *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.
 - (2) *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.
 - (3) *Penalty; severability; effective date.* This section 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 section, unless the utility customer remains a tenant of the landlord for ninety (90) days past the effective date of this section. The provisions of this section are severable, as provided in Section 1.140 of the Revised Statutes of Missouri. Those provisions of this section which establish an offense, are subject to the general penalty provisions provided by law, that is a penalty of zero dollar (\$0.00) to five hundred dollars (\$500.00) or zero (0) to ninety (90) days in jail or both a fine and a jail sentence.
- (e) The city shall not be bound by bills rendered under mistake of fact as to the quantity and nature of service rendered.
 - (f) A notice of delinquency will be mailed notifying the customer that:
 - (1) The customer's account with the city is delinquent. The amount payable includes a ten (10) percent penalty.
 - (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.

- (3) If the customer believes the amount due is not correct, the customer may meet with the finance director during regular business hours, and the finance director is authorized to adjust customer bills in case of error.
- (g) If payment of outstanding bill, penalty, and any applicable charges is not received within ten (10) days, service will be terminated and be subject to the following charges to be eligible for reconnection..
 - (1) Past due bill is paid in full, including penalties and any applicable charges.
 - (2) Payment of any deposit which may have been reinstated or increased pursuant to section 25-51.
 - (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) Submetering or resale of water by the customer is prohibited unless approved in writing by the Department of Natural Resources, State of Missouri and the city manager. A separate bill shall be rendered for each meter. Water furnished to the same customer through separate meters shall not be added or cumulated for billing purposes. 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 add the amount of the delinquent bill to the bill for service at any other address at which he is a customer. If the bill thereafter shall become delinquent and remain unpaid fourteen (14) days from and after the date of a notice of delinquency concerning the bill, then service shall be terminated at that address under the procedures provided for herein.
- (i) The finance director is hereby authorized to meet with any customer upon request, during regular business hours, to review any bill alleged by the customer to be in error, and if it is determined that the bill is in error, then the finance director shall be empowered to adjust the bill accordingly.
- (j) No service shall be furnished or rendered free of charge to any customer, except for the legitimate purpose of the extinguishment of fire.
- (k) A minimum charge, or applicable tariff, shall be paid whether such quantity of water is used or not. Credit shall not be allowed for any use under the minimum charge.
- (l) Payments will be applied to an outstanding bill in the following order: trash service, clean-up fee, sewer service and then "water" service, inclusive of applicable taxes. Partial payment of an outstanding bill will subject the customer to the above provisions in sections 25-52(c) through 25-52(g).
- (m) Mobile home parks that are master metered will also be subject to the above section 25-52 provisions. A seventy-two-hour notice before service is terminated will be given by the city through either a notice posted in a common area at the site, a public notice placed in

- the newspaper or by door hangers placed at individual tenant sites. This will be deemed sufficient notice to the tenants of a service termination.
- (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 request for waiver is made within fifteen (15) days of the due date missed; and
 - (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-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 hangers prior to disconnection. The issuance of a dollar hanger 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.
 - (q) If a bill has been rendered for four (4) or more consecutive months using an estimated consumption due to the city's inability to correct the meter and the actual reading results in the actual causes the bill to be four (4) times more than the estimated bill, the finance director is authorized to accept payment in equal installments of up to 3 months. A payment plan will not be offered to customers that failed to provide timely access to the meter.
 - (r) If a final invoice has not been paid by the due date, then the balance owed plus anticipated collection fees will be sent to a collection agency.
 - (1) If a landlord or new tenant pays the account balance owed on behalf of the previous tenant as outlined in Sec. 25-52 (d) (1), then the amount paid plus anticipated collection fees, if any, will be sent to a collection agency. Any amount recovered from the collection agency will be returned to the person who paid the account balance.

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, 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. For the purpose of making repairs or alterations, at the request of the customer or owner, the city will temporarily disconnect service for a period of not less than ten (10) days, without affecting the

existing customer contract. 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.

- (b) When a leak occurs from the customer service pipe, service shall be temporarily disconnected by the finance director, if the following conditions exist:
 - (1) A leak has occurred between the street service pipe and the water meter.
 - (2) The customer or property owner has been given written notice that a leak exists.
 - (3) Seventy-two (72) hours have elapsed since notice of leak was given and the leak has not been repaired.
 - (4) If the leak has not been repaired within the ten-day period, the customer's contract for service will then be terminated under the provisions of section 25-54.
 - (5) In the event that a leak continues to exist and the action of the city discontinuing water service would result in multiple customers, (i.e. mobile home parks) being without water, the city may elect to make the repairs necessary to continue water service. The city then may elect to seek prosecution of the owner of land where the leak existed. Any costs, including legal fees, costs incurred by the city for repairing the water lines owned by the land owner will be sought through the city's legal action process.

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 services provided to the customer up to and including the time of termination shall be computed. Thereafter, a final bill shall be rendered, given an allowance for any applicable security deposit, and the final bill shall be due and payable in accordance with the terms of section 25-52. 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 services provided up to and including the time of termination shall be computed. Thereafter, a final bill shall be rendered, given an allowance for any applicable security deposit, and the final bill shall be due and payable in accordance with the terms of section 25-52.
- (b) If a contract for service is terminated for the failure of a customer to repair a leak on a private main, or the customer service pipe, service shall not be reconnected until the following conditions have been met:
 - (1) Final bill is paid in full, including penalties;
 - (2) Payment of any required deposit;
 - (3) Payment of reconnection charges as follows:

- 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.
- (4) Satisfactory evidence is provided that the leak has been repaired.
- (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~~ between five (5) days to six (6) 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 at least four (4) times the average bill, not including trash services, as calculated by the finance director when the customer can show a~~ paid detailed receipt for a repair made to remedy the leak must be submitted to the finance department. The vendor on the detailed receipt cannot be the same person or business listed on the account who is requesting the leak adjustment. The leak adjustment will be applied to the customer account when the finance director determines that the leak has been properly repaired based on consumption readings. 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. One (1) leak adjustment per water meter may be allowed in a twelve-month period and will be administered to the highest water bill of the leak period. The leak adjustment will equal an amount not to exceed fifty (50) percent of the cost of the leak over and above the average amount of the customer's bill using up to the last six (6) billing periods. The city manager may authorize additional leak adjustments up to seventy-five (75) percent of the cost of the leak over and above the average amount of the customer's bill during the preceding six (6) months where unique, extraordinary and specialized circumstances warrant such an adjustment.

Sec. 25-81. - Customer responsibilities.

- (a) Each customer shall pay the finance director for all damage to or destruction of property of the city located on or off the customer's premises where damage is caused directly or indirectly by the customer, excepting only that resulting from ordinary wear and tear, and

storm damage. Each customer shall notify the public works director promptly of any defects in the city's public water supply system that might affect service to the customer or might be dangerous to the public or public property.

- (b) Any customer of the city shall pay for the cost incurred by the city for the repair of the customer's meter damaged by freezing, negligence or vandalism. Any customer shall pay to the city the costs incurred by the city to repair a meter, regardless of location, if damaged by any other act or omission of the customer. If repairs to a meter are made as a result of any damage by any of the causes mentioned above, the finance director shall send the customer an itemized statement of the labor and repairs necessary to repair the meter and if the account is not paid within thirty (30) days after the receipt thereof, the city shall disconnect the customer from service. If the service is disconnected, the customer shall pay the charges for disconnection and reconnection as required by this article.
- (c) At least once per year, the owner of the property shall read the meter and compare that reading to the most recent bill. If the reading is higher than the reading on the most recent bill by at least 1,000 cubic feet, then the property owner shall contact the finance department. The property owner is responsible for any difference between the meter reading and the reading on the last bill.

Police Begin Long-Term Community Project to Increase Bicycle/Vehicle Awareness, Safety and Acceptance

Bicycling is a great way to get around. It's healthy, reduces traffic congestion and frees up parking spaces.

Cyclists have all the rights and responsibilities afforded to those who drive motor vehicles. Unfortunately, some out there (both cyclists and motorists), either don't quite understand this or disagree.

Whether it is a motorists who passes too close, or harasses a cyclists; or a cyclist who runs a stop sign or rides on the sidewalk where prohibited, there are ample opportunities for misunderstandings and conflict.

Although the majority of cyclists and motorists get along safely and courteously, complaints, on both sides, are common.

As a result, the Police Department, in collaboration with others in the community, would like to try and make this a safer and more enjoyable place for all of those who use the roadways in Kirksville.

The first piece of this project will involve cyclists who ride on the sidewalks in the downtown area (which is a violation of Municipal Ordinance). Why? It is a safety issue for cyclists, pedestrians and motorists.

- Studies strongly suggest that riding on a sidewalk, under most circumstances, actually puts a cyclist more at risk than the roadway.
- Vehicles stopped at intersections expect pedestrians to enter the crosswalks, not someone on a speeding bicycle.
- Bicycles, which are notoriously quiet, can collide with pedestrians or frighten them as they pass by.
- Bicycles zipping down sidewalks are no match for a business door that opens suddenly in their path.

In the near future, you will see new signs posted downtown and painted on the sidewalks informing everyone that you cannot ride your bicycle on the sidewalks in the downtown area. Once that is complete officers will begin an education campaign. Hopefully, voluntary compliance will resolve this safety issue. If not, as a last resort, the Police will resort to enforcement.

In the future, there will be campaigns to deal with aggressive drivers, bicycles at night without lights, bike registration (the Department disposes of hundreds of found bikes every year), drivers who fail to yield to cyclists and cyclists who do not obey the rules of the road.

Anyone interested in helping with this project, or who may have input on future efforts, contact Officer Nick Panos, Bicycle Community Project Coordinator; npanos@kirksvillecity.com, 660-785-6945.

ID		WBS	Task Name	Duration	Start	Finish
1		1	City of Kirksville Energy Services Preliminary Project Sch	219 days?	Mon 10/15/12	Thu 8/15/13
2		1.1	Award the Energy Services Agreement	5 days	Mon 10/15/12	Fri 10/19/12
3		1.2	Project Mobilization	30 days	Mon 11/5/12	Fri 12/14/12
4		1.2.1	Submittal Review	30 days	Mon 11/5/12	Fri 12/14/12
5		1.3	Execute ECM Phase	204 days?	Mon 11/5/12	Thu 8/15/13
6		1.3.1	Lighting Upgrades	86 days	Fri 11/9/12	Fri 3/8/13
7		1.3.1.1	Issue P.O. to Subcontractor	1 day	Fri 11/9/12	Fri 11/9/12
8		1.3.1.2	Verify delivery dates for all equipment	1 day	Mon 11/12/12	Mon 11/12/12
9		1.3.1.3	Customer Mtg review schedule & set priorities	1 day	Mon 1/7/13	Mon 1/7/13
10		1.3.1.4	Materials on-site	30 days	Mon 12/17/12	Fri 1/25/13
11		1.3.1.5	Commence Installation on:	37 days	Mon 1/7/13	Tue 2/26/13
12		1.3.1.5.1	Police Department	4 days	Mon 1/7/13	Thu 1/10/13
13		1.3.1.5.2	City Hall	10 days	Fri 1/11/13	Thu 1/24/13
14		1.3.1.5.3	Airport	5 days	Fri 1/25/13	Thu 1/31/13
15		1.3.1.5.4	EDA Building	5 days	Fri 2/1/13	Thu 2/7/13
16		1.3.1.5.5	Fire Department	3 days	Fri 2/8/13	Tue 2/12/13
17		1.3.1.5.6	Water Treatment Plant	3 days	Wed 2/13/13	Fri 2/15/13
18		1.3.1.5.7	Public Works	7 days	Mon 2/18/13	Tue 2/26/13
19		1.3.1.6	Conduct on-site Customer walk-thru	1 day	Wed 2/27/13	Wed 2/27/13
20		1.3.1.7	Warranty Ltrs, COC docs	5 days	Thu 2/28/13	Wed 3/6/13
21		1.3.1.8	Submit O & Ms to customer rep	1 day	Thu 3/7/13	Thu 3/7/13
22		1.3.1.9	Close Lighting portion of contract	1 day	Fri 3/8/13	Fri 3/8/13
23		1.3.2	HVAC/EMS Upgrades	109 days?	Mon 12/3/12	Thu 5/2/13
24		1.3.2.1	Issue P.O. to Subcontractor	5 days	Fri 12/28/12	Thu 1/3/13
25		1.3.2.2	Verify delivery dates for all equipment	5 days	Fri 1/4/13	Thu 1/10/13
26		1.3.2.3	Customer Mtg review schedule & set priorities	1 day	Fri 1/11/13	Fri 1/11/13
27		1.3.2.4	Materials on-site	40 days	Fri 1/4/13	Thu 2/28/13
28		1.3.2.5	Commence Installation on:	109 days?	Mon 12/3/12	Thu 5/2/13
29		1.3.2.5.1	City Hall	45 days	Fri 3/1/13	Thu 5/2/13
30		1.3.2.5.1.1	Installation of new RTU	10 days	Fri 3/1/13	Thu 3/14/13
31		1.3.2.5.1.2	Catwalk Installation	30 days	Fri 3/1/13	Thu 4/11/13
32		1.3.2.5.1.3	Installation additional zones and TAB	15 days	Fri 4/12/13	Thu 5/2/13
33		1.3.2.5.1.4	Ductwork repair	5 days	Fri 4/12/13	Thu 4/18/13
34		1.3.2.5.1.5	911 Supplementary Cooling	15 days	Fri 3/1/13	Thu 3/21/13
35		1.3.2.5.2	Installation of New BAS	85 days	Mon 12/3/12	Fri 3/29/13
36		1.3.2.5.2.1	City Hall BAS Hardware Design	20 days	Mon 12/3/12	Fri 12/28/12
37		1.3.2.5.2.2	City Hall BAS software Design	15 days	Mon 12/31/12	Fri 1/18/13
38		1.3.2.5.2.3	City Hall BAS Installation	30 days	Mon 1/21/13	Fri 3/1/13
39		1.3.2.5.2.4	City Hall BAS Validation	10 days	Mon 3/4/13	Fri 3/15/13
40		1.3.2.5.2.5	City Hall Commissioning	10 days	Mon 3/18/13	Fri 3/29/13
41		1.3.2.5.3	Installation of New Digital Programmabl	7 days?	Mon 1/7/13	Tue 1/15/13
42		1.3.2.5.3.1	City Hall Building	2 days	Mon 1/7/13	Tue 1/8/13

ID		WBS	Task Name	Duration	Start	Finish
43		1.3.2.5.3.2	EDA Building	1 day?	Wed 1/9/13	Wed 1/9/13
44		1.3.2.5.3.3	Public Works	1 day?	Thu 1/10/13	Thu 1/10/13
45		1.3.2.5.3.4	Water Treatment Plant	1 day?	Fri 1/11/13	Fri 1/11/13
46		1.3.2.5.3.5	Fire Station	1 day?	Mon 1/14/13	Mon 1/14/13
47		1.3.2.5.3.6	Police Station	1 day?	Tue 1/15/13	Tue 1/15/13
48		1.3.2.6	Conduct on-site Customer walk-thru	1 day	Wed 1/16/13	Wed 1/16/13
49		1.3.2.7	Warranty Ltrs, COC docs	5 days	Mon 4/1/13	Fri 4/5/13
50		1.3.2.8	Submit O & Ms to customer rep	1 day	Mon 4/8/13	Mon 4/8/13
51		1.3.2.9	Close HVAC portion of contract	1 day	Tue 4/9/13	Tue 4/9/13
52		1.3.3	Water Meter Upgrade	204 days	Mon 11/5/12	Thu 8/15/13
53		1.3.3.1	Issue P.O. to Subcontractor	1 day	Mon 11/5/12	Mon 11/5/12
54		1.3.3.2	Verify delivery dates for all equipment	4 days	Tue 11/6/12	Fri 11/9/12
55		1.3.3.3	Customer Mtg review schedule & set priorities	1 day	Mon 12/10/12	Mon 12/10/12
56		1.3.3.4	Materials on-site	30 days	Mon 11/12/12	Fri 12/21/12
57		1.3.3.5	Commence Installation on:	127 days	Mon 1/7/13	Tue 7/2/13
58		1.3.3.5.1	Route 1	3 days	Mon 1/7/13	Wed 1/9/13
59		1.3.3.5.2	Route 2	4 days	Thu 1/10/13	Tue 1/15/13
60		1.3.3.5.3	Route 3	2 days	Wed 1/16/13	Thu 1/17/13
61		1.3.3.5.4	Route 4	3 days	Fri 1/18/13	Tue 1/22/13
62		1.3.3.5.5	Route 5	4 days	Wed 1/23/13	Mon 1/28/13
63		1.3.3.5.6	Route 6	4 days	Tue 1/29/13	Fri 2/1/13
64		1.3.3.5.7	Route 7	3 days	Mon 2/4/13	Wed 2/6/13
65		1.3.3.5.8	Route 8	3 days	Thu 2/7/13	Mon 2/11/13
66		1.3.3.5.9	Route 9	2 days	Tue 2/12/13	Wed 2/13/13
67		1.3.3.5.10	Route 10	2 days	Thu 2/14/13	Fri 2/15/13
68		1.3.3.5.11	Route 11	3 days	Mon 2/18/13	Wed 2/20/13
69		1.3.3.5.12	Route 12	2 days	Thu 2/21/13	Fri 2/22/13
70		1.3.3.5.13	Route 13	3 days	Mon 2/25/13	Wed 2/27/13
71		1.3.3.5.14	Route 14	3 days	Thu 2/28/13	Mon 3/4/13
72		1.3.3.5.15	Route 15	2 days	Tue 3/5/13	Wed 3/6/13
73		1.3.3.5.16	Route 16	4 days	Thu 3/7/13	Tue 3/12/13
74		1.3.3.5.17	Route 17	5 days	Wed 3/13/13	Tue 3/19/13
75		1.3.3.5.18	Route 18	2 days	Wed 3/20/13	Thu 3/21/13
76		1.3.3.5.19	Route 19	3 days	Fri 3/22/13	Tue 3/26/13
77		1.3.3.5.20	Route 20	3 days	Wed 3/27/13	Fri 3/29/13
78		1.3.3.5.21	Route 21	4 days	Mon 4/1/13	Thu 4/4/13
79		1.3.3.5.22	Route 22	2 days	Fri 4/5/13	Mon 4/8/13
80		1.3.3.5.23	Route 23	3 days	Tue 4/9/13	Thu 4/11/13
81		1.3.3.5.24	Route 24	3 days	Fri 4/12/13	Tue 4/16/13
82		1.3.3.5.25	Route 25	5 days	Wed 4/17/13	Tue 4/23/13
83		1.3.3.5.26	Route 26	3 days	Wed 4/24/13	Fri 4/26/13
84		1.3.3.5.27	Route 27	4 days	Mon 4/29/13	Thu 5/2/13

ID		WBS	Task Name	Duration	Start	Finish
85		1.3.3.5.28	Route 28	4 days	Fri 5/3/13	Wed 5/8/13
86		1.3.3.5.29	Route 29	4 days	Thu 5/9/13	Tue 5/14/13
87		1.3.3.5.30	Route 30	5 days	Wed 5/15/13	Tue 5/21/13
88		1.3.3.5.31	Route 31	3 days	Wed 5/22/13	Fri 5/24/13
89		1.3.3.5.32	Route 32	3 days	Mon 5/27/13	Wed 5/29/13
90		1.3.3.5.33	Route 33	5 days	Thu 5/30/13	Wed 6/5/13
91		1.3.3.5.34	Route 34	5 days	Thu 6/6/13	Wed 6/12/13
92		1.3.3.5.35	Route 35	4 days	Thu 6/13/13	Tue 6/18/13
93		1.3.3.5.36	Route 36	3 days	Wed 6/19/13	Fri 6/21/13
94		1.3.3.5.37	Route 37	4 days	Mon 6/24/13	Thu 6/27/13
95		1.3.3.5.38	Route 38	3 days	Fri 6/28/13	Tue 7/2/13
96		1.3.3.6	Conduct on-site Customer walk-thru	10 days	Wed 7/3/13	Tue 7/16/13
97		1.3.3.7	Punchlist & Final Commissioning	15 days	Wed 7/17/13	Tue 8/6/13
98		1.3.3.8	Warranty Ltrs, COC docs	5 days	Wed 8/7/13	Tue 8/13/13
99		1.3.3.9	Submit O & Ms to customer rep	1 day	Wed 8/14/13	Wed 8/14/13
100		1.3.3.10	Close Meter portion of contract	1 day	Thu 8/15/13	Thu 8/15/13
101		1.4	Close out project	5 days	Mon 7/29/13	Fri 8/2/13
102		1.4.1	Warranty Ltrs, COC docs to SE	5 days	Mon 7/29/13	Fri 8/2/13

MEMORANDUM

DATE: November 13, 2012
TO: Mari Macomber, City Manager
FROM: Brad Selby, Codes & Planning Director
RE: MACE Annual Meeting

On October 24th & 25th, 2012, the Reid Yardley and I attended the MACE (Missouri Association of Code Enforcement) annual meeting that was held jointly with MACA (Missouri Association of Code Administrators). It was a good meeting although some classes were better than others. We discussed with other people in attendance about codes, bed bugs, testing, what year code each city is currently using, and other things that we are working on. We came away with a good form for determining electrical sizing for main breaker panels in dwellings. A gentleman from St. Louis talked about sign codes and what their procedure is right now. I had several questions for him and will be giving you my recommendations shortly. We have more information on who to contact also, for buildings in foreclosure; what property maintenance company or bank is handling each property, etc. It also gives us a place to call if a property needs maintenance. This meeting is good to make contacts with other individuals from other cities. I have contacted some already since we have returned from the meeting. I am still trying to find more information regarding writing tickets for code violations in other cities. Everything I can find says "that's just the way we do it. That's what our ordinance says we can do."

If you have any suggestions, questions or comments, please advise.

Thank you.