



**** AGENDA ****

City Commission Study Session

Wednesday, September 9, 2020

Municipal Court Room

518 Mechanic Street

10:00 a.m.

- Mask Ordinance Discussion.
- Discuss RDA Contract.
- FEMA 2019 Flood Discussion.
- SPARK Care Update.
- Water Meter Ordinance.

No Luncheon

Tentative Agenda for September 16th Commission Meeting at 7:00 p.m.

- City Commission Reports and Comments
- Consent Agenda
- Public Comment
- Report from City Manager on City Activities

**If you need accommodations due to a disability to participate in this event, meeting, or activity, or alternative format of written materials contact Jeff Lynch, City of Emporia ADA Coordinator at least 48 hours before the event at 620-343-4275 or jlynch@emporia-kansas.gov*



memo

TO: City Commission
CC: Mark McAnarney, City Manager
FROM: Christina Montgomery, City Attorney
DATE: September 3, 2020
SUBJECT: Mask Ordinance Discussion

A copy of Ordinance 20-24 requiring masks or other face coverings to be worn in public places is attached. The ordinance is in effect until 11:59 p.m. on September 16, 2020. This item is on the agenda for discussion about whether or not to extend the order beyond September 16 or to let it expire on that date.

ORDINANCE NO. 20-24

AN ORDINANCE OF THE CITY OF EMPORIA, KANSAS CREATING NEW CITY CODE SECTION 16-266 REQUIRING INDIVIDUALS TO WEAR MASKS OR OTHER FACE COVERINGS IN CERTAIN CIRCUMSTANCES

WHEREAS, the governing body of the City of Emporia prioritizes the protection of the health, safety, welfare and economic well-being of residents and visitors of the City of Emporia; and

WHEREAS, the spread of COVID-19 in the City of Emporia has resulted in illness, quarantines, school closures, and temporary closure of business resulting in lost wages and financial hardship; and

WHEREAS, the United States Departments of Health and Human Services declared a public health emergency for COVID-19 beginning January 27, 2020, with now more than 4,698,818 cases of illness and more than 155,205 deaths as a result of the illness across the United States; and

WHEREAS, the World Health Organization declared a pandemic on March 11, 2020; and

WHEREAS, a State of Disaster emergency was proclaimed for the State of Kansas on March 12, 2020; and

WHEREAS, on March 13, 2020, the President of the United States declared the ongoing COVID-10 pandemic of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to Section 501 (b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121-5207 (the "Stafford Act"); and

WHEREAS, as of this date, in Kansas there have been 28,876 reported positive cases of COVID-19 spread among 103 counties, including 365 deaths; and

WHEREAS, after a steady trend of decreasing metrics, recent weeks have seen the numbers of COVID-19 cases, hospitalizations, and deaths spike in Kansas and across the nation; and

WHEREAS, this trend of increased COVID-19 spread is a danger to the health and safety of residents and visitors to the City of Emporia, and also presents a serious threat to reopening and reviving the City's economy; and

WHEREAS, wearing a mask in public is the easiest and most effective way to protect each other and keep our businesses open and our economy running; and

WHEREAS, the City of Emporia must remain flexible to account for the evolving nature and scope of the unprecedented public health emergency posed by COVID-19, while also

simultaneously safely, strategically, and incrementally reopening business and facilitating economic recovery and revitalization; and

WHEREAS, for the aforementioned and other reasons, the governing body of the City of Emporia is acting pursuant to its constitutional home rule authority to provide for the health, safety, welfare, and economic well-being of residents and visitors of the City of Emporia by requiring that masks or other face coverings be worn as described in this ordinances.

BE IT ORDAINED by the Governing Body of the City of Emporia, Kansas;

Section 1. That Section 16-266 of the Code of Ordinances of the City of Emporia, Kansas, is hereby created to read as follows:

“Sec. 16-266 Mask or other Face Coverings in Certain Circumstances.

(a) Mask or other face coverings; definitions. The following words or phrases when used in this article shall have the following meanings:

- (1) "Mask or other face covering" means a covering of the nose and mouth that is secured to the head with ties, straps, or loops over the ears or is simply wrapped around the lower face. A mask or other face covering can be made of a variety of synthetic and natural fabrics, including cotton, silk, or linen. Ideally, a mask or other face covering has two or more layers. A mask or other face covering may be factory-made, sewn by hand, or can be improvised from household items such as scarfs, bandanas, t-shirts, sweatshirts, or towels.
- (2) "Public space" means any indoor or outdoor space or area that is open to the public; this does not include private residential property or private offices or workspaces that are not open to customers or public visitors."

(b) Mask or other face coverings; when required; exemptions.

- (1) All persons in the city shall cover their mouths and noses with masks or other face coverings when they are in the following situations:
 - (A) While inside any indoor public space and unable to maintain a 6-foot distance between individuals (not including individuals who reside together) with only infrequent or incidental moments of closer proximity;
 - (B) Obtaining services from the healthcare sector in settings, including but not limited to, a hospital, pharmacy, medical clinic, laboratory, physician or dental office, veterinary clinic, or blood bank, unless directed otherwise by an employee thereof or a health care provider;
 - (C) Riding on public transportation or while in a taxi, private car service, or ride-sharing vehicle; or,

- (D) While outdoors in public spaces and unable to maintain a 6-foot distance between individuals (not including individuals who reside together) with only infrequent or incidental moments of closer proximity.
- (2) All businesses, organizations and non-profit associations in the City of Emporia must require all employees, customers, visitors, members, or members of the public to wear a mask or other face covering as follows:
- (A) Employees, when working in any space visited by customers or members of the public and unable to maintain a 6-foot distance between individuals (not including individuals who reside together) with only infrequent or incidental moments of closer proximity;
 - (B) Employees, when working in any space where food is prepared or packaged for sale or distribution to others;
 - (C) Customers, members, visitors, or members of the public, when in a facility managed by the business or organization and unable to maintain a 6-foot distance between individuals (not including individuals who reside together) with only infrequent or incidental moments of closer proximity; or
 - (D) Employees, when in any room or enclosed area where other people (except for individuals who reside together) are present and are unable to maintain a 6-foot distance except for infrequent or incidental moments of closer proximity.
- (3) The following individuals are exempt from wearing masks or other face coverings in the situations described in subsections (b)(1) and (b)(2):
- (A) Persons age five years or under—children age two years and under in particular should not wear a face covering because of the risk of suffocation;
 - (B) Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering—this includes persons with a medical condition for whom wearing a face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance;
 - (C) Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication;
 - (D) Persons for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines;

- (E) Persons who are obtaining a service involving the nose or face for which temporary removal of the face covering is necessary to perform the service;
 - (F) Persons who are seated at a restaurant or other establishment that offers food or beverage service, while they are eating or drinking, provided they maintain a 6-foot distance between individuals (not including individuals who reside together or are seated together) with only infrequent or incidental moments of closer proximity;
 - (G) Athletes who are engaged in an organized sports activity that allows athletes to maintain a 6-foot distance from others with only infrequent or incidental moments of closer proximity;
 - (H) Persons who are engaged in an activity that a professional or recreational association, regulatory entity, medical association, or other public-health-oriented entity has determined cannot be safely conducted while wearing a mask or other face covering;
 - (I) Persons engaged in a court-related proceeding held or managed by the Kansas Judiciary; and,
 - (J) Persons engaged in any lawful activity during which wearing a mask or other face covering is prohibited by law.
- (4) It shall be an affirmative defense to any prosecution under subsection (a) or (b) that the person in violation is an individual listed under subsection (c)."

(c) Mask or other face coverings; penalties; enforcement.

- (1) Any person, business or organization violating the provisions of this Section of the Code of the City of Emporia shall be guilty of an infraction. The person or persons responsible for any business or organization that does not comply with subsection(b)(2) includes a sole proprietor, or any officer, partner, member, manager, director, or other supervisor for the business or organization, who may be held jointly and severally responsible for such violation with respect to any enforcement of the violation.
- (2) A violation of this section shall be punished by a fine of twenty five (\$25.00) dollars upon a first conviction, by a fine of fifty (\$50.00) dollars upon a second conviction, and by fine of one hundred dollars (\$100.00) dollars upon a third or subsequent conviction, plus court costs.

(d) Mask or other face coverings; effective term. The provisions of Section 16-266 through Section 16-268 of the city code shall be in effect until 11:59 p.m. on September 16, 2020.

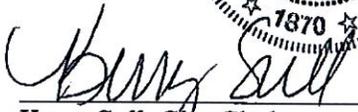
Section 2. That the provisions of this ordinance shall be included and incorporated in the code of the City of Emporia, Kansas, 1983, as amended, as an addition or amendment thereto and shall be appropriately renumbered to conform to the uniform numbering system of the code.

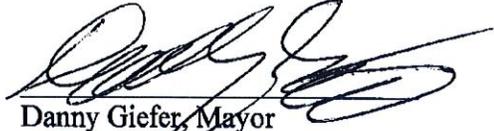
Section 3. Effective Date. This ordinance shall take effect upon publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Emporia, Kansas, this 5th day of August, 2020.

ATTEST:




Kerry Sull, City Clerk


Danny Giefer, Mayor



memo

TO: City Commission
CC: Mark McAnarney, City Manager
FROM: Christina Montgomery, City Attorney
DATE: September 3, 2020
SUBJECT: RDA Contribution Agreement Review

Attached is a copy of the current Contribution Agreement and Amendment to Contribution Agreement with the Regional Development Association. The Commission voted in August of this year to waive the cash-forward carry limit of 25% of the prior year's budget for several entities in 2020, including the RDA, and requested review of each contract. City staff will provide an overview of the existing RDA agreement at this meeting.

CONTRIBUTION AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of July, 1995 by and between the City of Emporia, Kansas, a municipal corporation, hereinafter referred to as "City", and the Regional Development Association of East Central Kansas, Inc., a Kansas non-profit corporation, hereinafter referred to as "RDA".

WITNESSETH:

WHEREAS, the City appropriates certain tax dollars for the purpose of industrial development through the attraction and retention of industry in the City of Emporia, which purpose is a principal mission of the RDA; and

WHEREAS, the City and the RDA wish to continue to improve the City of Emporia and its environs by expanding economic growth, providing new diversified job opportunities, and by insuring that needed skilled workers are available to meet the needs of industry; and

WHEREAS, the City desires to make a contribution to the RDA to support its plan of work and thus secure professional services in connection with the marketing of the City of Emporia, insure the widest possible dissemination of factual information associated with industrial development and stimulate economic growth; and

WHEREAS, the Governing Body of the City deems it advisable and proper to make such contribution to the RDA procuring certain technical and professional services and policy recommendations associated with industrial development upon the terms and conditions contained herein.

City of Emporia/RDA Agreement

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto, do hereby agree as follows:

1. The City does hereby agree to make a contribution to the RDA to procure certain technical and professional services and policy recommendations associated with industrial development in accordance with the terms and conditions contained herein and the RDA does hereby agree to accept such contribution in accordance with such terms and conditions.

2. In consideration of the services to be provided by the RDA, the City shall contribute to the RDA a sum as set forth in the schedule attached hereto at Exhibit A in support of the plan of work outlined in the RDA's annual operating budget, a copy of which is attached hereto at Exhibit B and incorporated by reference herein, such amount (and any contributions authorized on an extended term) to be paid in equal quarterly installments on or before the 15th day of the months of February, May, August, and November. Payment of the February and May, 1995 installments is hereby acknowledged. The RDA shall provide on or before the 15th of each month a monthly statement containing itemized explanations of the expenditures for the preceding month and certifying that all monies received under this agreement have been expended only for those services and activities outlined in the plan of work.

3. The RDA shall establish and maintain separate records

with respect to all contributions covered in this agreement, and specifically in accordance with the following provisions:

a. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documents evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, vouchers, orders and other accounting documents shall be clearly identified, readily accessible, and retained for a period of two years after the completion of the annual period covered by this agreement. The RDA shall at any time during normal business hours make available to the City or its designated representative all financial records identified herein for inspecting and auditing for compliance with the annual approved appropriation and upon request the RDA shall provide copies of any such documentation to the City.

b. The RDA shall, prior to May 15, 1996 and by May 15 of the year following any extended term provide to the City an independent financial review prepared as to the activities conducted and funds expended pursuant to this agreement in the preceding year.

4. During the initial and any extended term of this agreement, the RDA shall provide reports to the governing body of the City at such intervals as may be requested by the City, such reports shall be provided at least annually.

5. The term of this agreement shall commence upon the execution hereof and end on the 31st day of December, 1995. The

City of Emporia/RDA Agreement

term of this agreement may be extended from year to year upon the authorization of the governing body of an annual contribution to the RDA upon a plan of work outlined in the RDA's annual operating budget as submitted by the RDA. The approved plan of work, along with a certification by the City of the approved contribution shall be attached to this agreement as Exhibits. This plan shall be submitted by August 1 for the forthcoming year. Failure of the RDA to submit a proposed plan or of the City to authorize a contribution shall cause this agreement to terminate as of December 31 of the current operating year.

6. Notwithstanding the fact that the City has funded a contribution pursuant to this agreement or that this agreement has been partially performed by the parties hereto, either party shall have the right to cancel this agreement at any time by providing ninety (90) days written notice of cancellation of this agreement to the other party. The City agrees that if it terminates the agreement that it shall pay any quarterly payments which come due within the ninety (90) day notice period. Upon cancellation or termination of this agreement no further funds shall be payable or paid hereunder, except as otherwise provided herein. Notice shall be deemed given and effective upon mailing of such notice to the receiving party or upon personal delivery of such notice. Upon breach of this agreement by the RDA, the City, by giving written notification to the RDA, may withhold any industrial development

monies and terminate this agreement immediately. A breach may include, but not be limited to, failure to comply with any or all items contained within this agreement, any exhibit hereto, or any amendments executed relative to this agreement.

7. The RDA represents that it has, or will secure, all personnel required to perform the services under this agreement. All services required hereunder shall be performed by the RDA or under its supervision and all personnel engaged in the work shall be fully qualified.

8. It is specifically agreed between the parties that this agreement does not create a joint venture agreement, partnership, employment agreement or agency agreement between the parties and the RDA agrees to indemnify and hold harmless the City, and any of its agents or employees from any and all liability for claims or causes of action of any person, firm or corporation, or of any entity for damages of any type whatsoever that might be sustained by virtue of the activities carried out by the RDA.

9. The RDA covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under this agreement. The RDA further covenants that in the performance of this agreement, no person having any such interest shall be employed.

10. The RDA shall not assign or transfer any interest in this

agreement without prior written consent of the City.

11. No recipient or proposed recipient of any funds, services, or other assistance under the provisions of this agreement or any program related to this agreement shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this agreement on the grounds of race, color, sex, religion, national origin, ancestry, physical handicaps, disability, or age.

12. All parties shall comply with applicable laws, ordinances, and codes of the State of Kansas and local governments.

13. The City may reduce the amount of funds authorized pursuant to this agreement if during the term of this agreement budget restrictions or reductions are placed upon the funds or funds utilized for this agreement due to unforeseen circumstances. These circumstances include, but are not limited, to unforeseen short falls in collections of tax revenues.

14. In order to provide necessary flexibility for the most effective execution of this project, from time to time, when both parties mutually agree, changes to this agreement may be effected by placing them in written form and incorporating them into this agreement as an amendment.

15. The RDA will cooperate fully with the City and consult with the City in receiving recommendations concerning programs to

City of Emporia/RDA Agreement

be implemented and expenditures to be made.

16. Time is of the essence of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above written.

CITY OF EMPORIA
BY:



Tom Myers
TOM MYERS, Mayor

ATTEST:

Susan Mendoza
SUSAN MENDOZA, City Clerk

REGIONAL DEVELOPMENT ASSOCIATION
OF EAST CENTRAL KANSAS, INC.
BY:

Myron Van Lundy
Vice-President

ATTEST:

Donna Newkirk
Secretary

AMENDMENT TO CONTRIBUTION AGREEMENT

This AMENDMENT TO CONTRIBUTION AGREEMENT, made and entered into this 5th day of November, 1997, by and between the City of Emporia, Kansas, a municipal corporation, (hereinafter referred to as "City"), and the Regional Development Association of East Central Kansas, Inc., a Kansas nonprofit corporation, (hereinafter referred to as "RDA"). WITNESSETH:

WHEREAS the City and RDA entered into a Contribution Agreement dated July 7, 1995, (hereinafter "the Agreement"); and

WHEREAS the parties desire to amend the Agreement by adding a provision pertaining to the cash carry-forward of the RDA, and incorporating such provision into the Agreement; and

WHEREAS the Agreement at paragraph 14 provides for such amendment upon the mutual agreement of the parties.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions hereinafter stated the parties hereto do hereby agree as follows:

1. That the Contribution Agreement of July 7, 1995, is hereby amended to add the following paragraph:

That the RDA's cash carry-forward shall be limited to 25% of their prior year's operating budget. The calculation of cash carry-forward shall be determined as of December 31 of each calendar year. Any carry-forward in excess of the carry-forward limit will be remitted by the RDA to the City, with such remittance to occur by the following February 15.

2. That the original Contribution Agreement of July 7, 1995 is hereby ratified and confirmed and shall remain in full force and effect in accordance with the terms of such agreement as amended herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed by their respective appropriate representatives.

ATTEST:



Susan Mendoza
SUSAN MENDOZA, City Clerk

CITY OF EMPORIA, KANSAS
By:

Raymond A. Toso
RAYMOND A. TOSO, Mayor

REGIONAL DEVELOPMENT
ASSOCIATION OF EAST CENTRAL
KANSAS, INC.
By:

ATTEST:

Donna Newkirk
DONNA NEWKIRK, Secretary

Myron Vangundy
MYRON VANGUNDY Vice-President

Memo

TO: City Commission
FROM: Dean Grant
CC: Department Heads
DATE: 9/2/2020
SUBJECT: FEMA Projects

Due to the flooding in summer of 2019, we had several city facilities damaged. City staff is currently working with the Kansas Department Emergency Management to get the projects approved by FEMA. The projects that have been submitted are; South Arundel Sewer Line, Water Plant Raw Water Intake, the Neosho Low Water Dam and the Lime Sludge Lagoon Fencing. FEMA is asking the city for two (2) estimates; one to fix the damage back to pre-flood condition and one to mitigate so that the damage does not occur again. Each is an 85/15 reimbursement, with the city portion coming from the Water Fund and Sewer Fund.

The South Arundel sewer line project includes two (2) aerial crossings, one of which had a section of pipe damaged and allowed sewage to run into the Cottonwood River. On the other, the supports were damaged and need to be repaired. The damaged area was temporarily repaired; however, it will need a long-term repair to help prevent further damage. We would like to request that FEMA help with mitigation so the aerial crossings are eliminated altogether, and so that another section of the same pipe (located just east of Prairie St) can be better anchored to help prevent line damage in the future.

The water plant intake has rock riprap, on the bank of the Neosho River, on the east and west sides of the structure. Some of the rock has moved, due to the flooding, and needs to be replaced to help ensure that the bank and structure are not damaged in future floods. Mitigation on this project changes how the rock riprap is placed around the structure and increases the armoring to better protect the raw water intake.

The Neosho low water dam is one (1) of three (3) dams that are owned by the city on the Neosho River. The south abutment had large masonry stones washed downstream. This has exposed the abutment to further, possibly more catastrophic, damage in future floods. Mitigation on this project will armor the upstream bank and the downstream wing wall to help prevent/slow future damage.

The lime sludge lagoon fencing was damaged by debris that was pushed into the fence during the flooding. We put up a temporary fence, however, it will need to be returned to pre-flood condition to be compliant with KDHE regulations. We will not be asking for any mitigation from FEMA on this project. However, we will be installing new fencing on the north and west sides of the city property to completely fence off city property per KDHE regulations.



FEMA REPAIRS UPDATE
CITY OF EMPORIA, KANSAS
BG PROJECT NO. 19-1334E
SEPTEMBER 9, 2020

AGENDA:

1. Project Discussion:
 - a. History
 - i. Spring/Summer rains/floods 2019 cause damage to City Infrastructure
 - ii. Emergency Repairs & Restoration
 - iii. Evaluation of Long-Term Improvement
 - b. Damage
 - i. Wastewater Treatment Facility
 1. UV Disinfection System
 2. Effluent Pump #4
 - ii. S. Arundel Sanitary Sewer Main
 - iii. Neosho River Low Water Dam
 - iv. Raw Water Intake
 - v. Lime Sludge Lagoon Fencing
 - c. Identification of Costs for Repair back to Original Condition (Base Repairs)
 - i. Damage Inventory
 - ii. EOPC identified on handout
 - d. Identification of Costs for Improvements to Mitigate Future Damage
 - i. Mitigation Project Identification
 - ii. EOPC identified on handout
2. Project Schedule/Stages
 - a. Emergency
 - b. Evaluation/Preliminary Planning
 - c. Preliminary Design/Evaluation
 - d. Full Design/Easements
 - e. Permitting/Bid/Construction
3. Recommendations:
 - a. Move forward with preliminary design and easement acquisition
4. Action Items:
 - a. N/A – City Commission study session

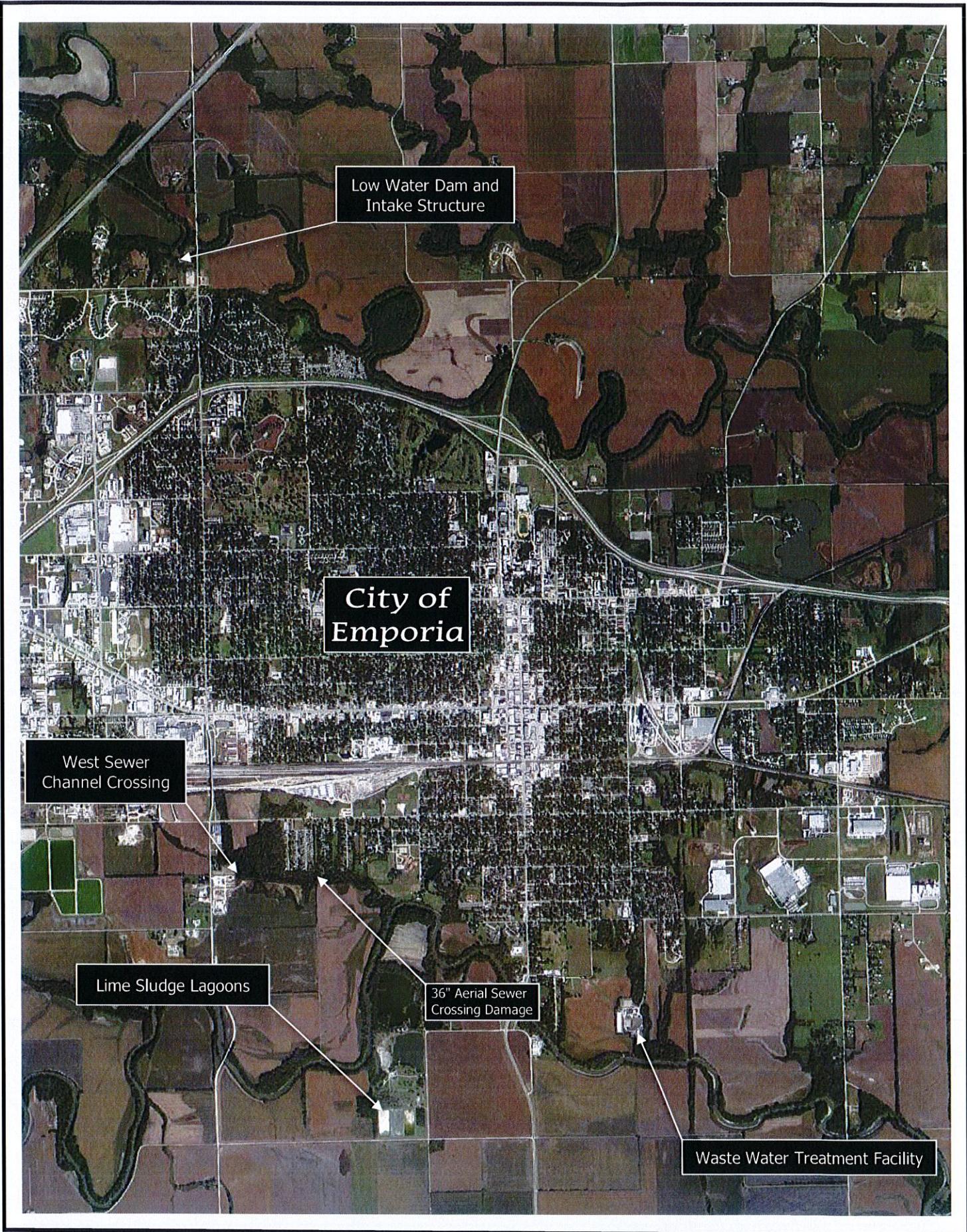


19-1334E
Emporia FEMA

Evaluation of City Matching Funds

Project	EOPC Base	FEMA (85%)	City (15%)	EOPC Mitigation	Percentage of Base Cost	FEMA (85%)	City (15%)
Lime Sludge Lagoon Fencing	\$ 12,000.00	\$ 10,200.00	\$ 1,800.00	\$ 24,000.00	200%	\$ 10,200.00	\$ 13,800.00
S. Arundel SS Main	\$ 1,003,250.00	\$ 852,762.50	\$ 150,487.50	\$ 1,309,050.00	130%	\$ 1,112,692.50	\$ 196,357.50
Low Water Dam	\$ 479,450.00	\$ 407,532.50	\$ 71,917.50	\$ 852,075.00	178%	\$ 724,263.75	\$ 127,811.25
Raw Water Intake	\$ 560,700.00	\$ 476,595.00	\$ 84,105.00	\$ 852,610.00	152%	\$ 724,718.50	\$ 127,891.50
Totals	\$ 2,055,400.00	\$ 1,747,090.00	\$ 308,310.00	\$ 3,037,735.00	148%	\$ 2,571,874.75	\$ 465,860.25

*Note: City to cover excess cost above FEMA reimbursement on base cost





Lat 38.39394042
 Lon -96.19810560

 N 1949430.16
 E 1972005.04
 Northing and Easting as per
 NAD1983 StatePlane Kansas
 South FIPS 1502 Feet

Lat 38.39373333
 Lon -96.19886112

 N 1949349.42
 E 1971790.43
 Northing and Easting as per
 NAD1983 StatePlane Kansas
 South FIPS 1502 Feet



COORDINATE LOCATION EXHIBIT

CITY OF EMPORIA, KANSAS

CREEK CROSSING SOUTH OF ARUNDEL ST.

Engineer:	TM
Drafter:	LCD
Date:	8-7-2020
Project No.	19-1334E



West 36" Sewer Channel Crossing
Lat 38.39417744
Lon -96.20572573
N 1949462.623
E 1969819.597
Northing and Easting as per NAD1983
StatePlane Kansas South FIPS 1502 Feet





Northwest Corner of Cell

Lat 38.37798541
Lon -96.19373695

N 1943652.481
E 1973403.782
Northing and Easting as per NAD1983
StatePlane Kansas South FIPS 1502 Feet



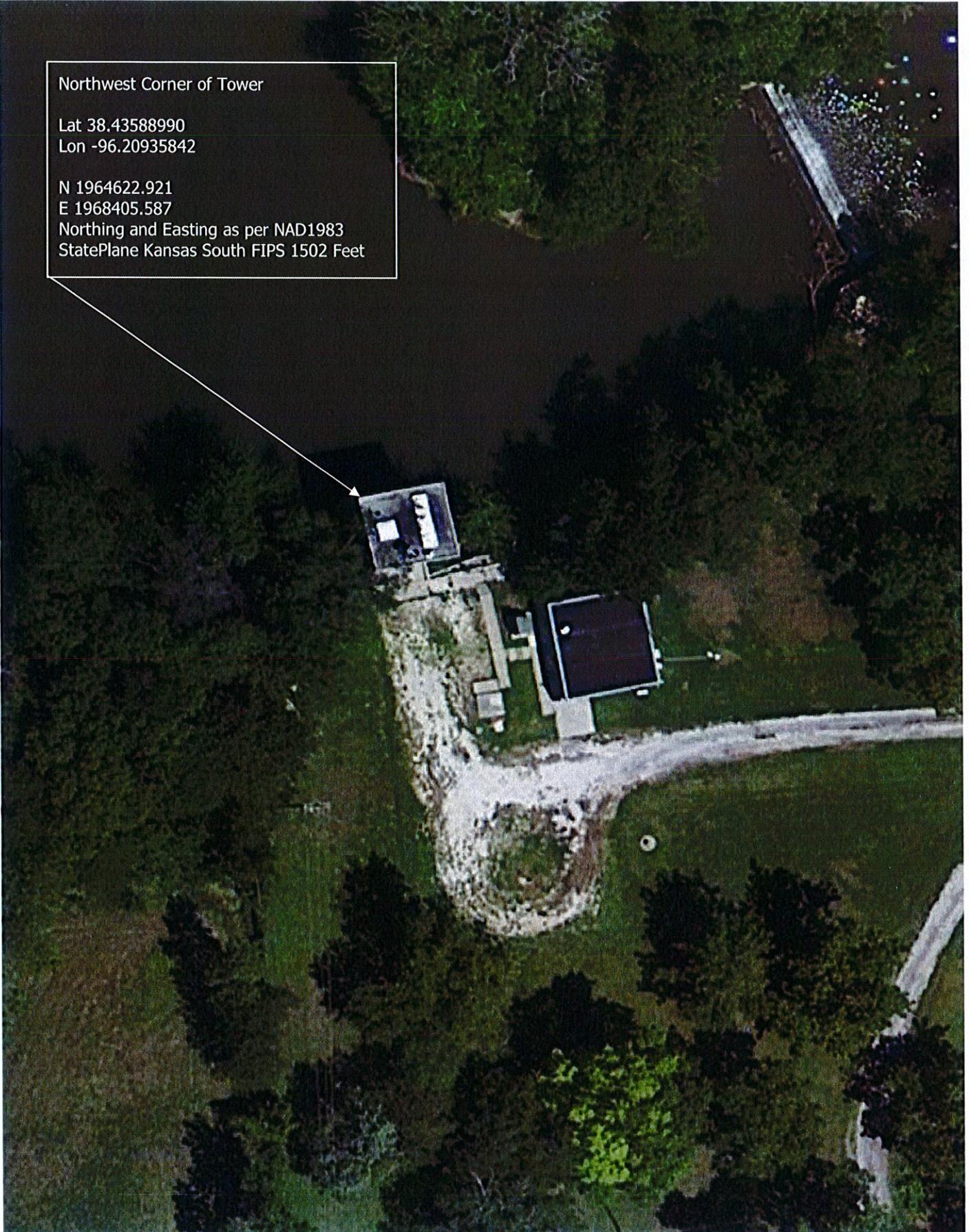


Center of Low Water Dam
Lat 38.43616528
Lon -96.20882707
N 1964728.134
E 1968555.280
Northing and Easting as per NAD1983
StatePlane Kansas South FIPS 1502 Feet

Northwest Corner of Tower

Lat 38.43588990
Lon -96.20935842

N 1964622.921
E 1968405.587
Northing and Easting as per NAD1983
StatePlane Kansas South FIPS 1502 Feet



Emporia Kansas
Water Intake Tower

0 40 80 ft

May 23, 2019



 **BG CONSULTANTS**
ENGINEERS ARCHITECTS SURVEYORS

Memo

TO: City Commission
FROM: Jim Witt, SPC
CC: Department Heads
DATE: September 3, 2020
SUBJECT: CARES/Spark Update

At the September 9th Study Session staff will provide additional information and an update for CARES/Spark Projects to the the Commission and answer any questions, concerns or contribute as needed to any spirited discussion that may follow.

CARES/ SPARK PROJECTS (8-20 Update)

CITY OF EMPORIA

8-12-2020 Approved by the Commission (plus revisions due to Committee Adjustments on 8-13-2020 and finalized on 8-17)

Projects and Reimbursements

Air Filtration Systems for the Auditorium. FS#2, Library, Parks, Public Works, and Golf Course \$175,000

Electrostatic Disinfectant sprayers \$25,517

Walk thru temp gates for Auditorium and Library \$25,000

PPE and General Use equipment and supplies including sanitizer, masks, safety shields, air filtration masks for Public Safety personnel and projected COVID personnel costs \$75,000 (Personnel =Projected \$40,000)

Touchless faucets, sinks and toilets for the auditorium, FS#2, Library and Golf Course public and staff restrooms \$75,000

Web page redo for ADA \$30,000

Reimbursement for March thru July 2020 \$104,741.46

50-75 Additional Hot Spots to be loaned out by the library \$15,000

NEW TOTAL \$525,258.46

Projects Cut

HR Relocation Project \$261,000

PD Lobby Renovation \$200,000

Backup power supply for City Water System

No touch doors for library \$90,000

Fiber optic to city lift stations for remote monitoring. \$85,000



TO: City Commissioners

FROM: Janet Harrouff 

DATE: September 4, 2020

RE: Change ordinance regarding Multifamily dwellings

The current City ordinance allows multifamily dwellings to have a single water meter and pay one base fee. During past budget discussions, the commission has discussed implementing a separate service charge for each unit. Section 28-22 Meters has been revised to state that either a separate water meter is needed for each unit or when one meter is used there will be a monthly service charge for each unit in the dwelling. The change is proposed for any new builds after October 1, 2020. The rate section for water and sewer will require additions also. The proposed ordinance changes are noted in the highlighted areas.

ORDINANCE NO 20-

AN ORDINANCE OF THE CITY OF EMPORIA, KANSAS PERTAINING TO WATER & SEWER CHARGES; AMENDING SECTION 28-22, 28-142, AND 28-143 OF THE CODE OF THE CITY OF EMPORIA, KANSAS.

BE IT ORDAINED by the Governing Body of the City of Emporia, Kansas;

Section 1. That Section 28-22 of the Code of the City of Emporia, Kansas, is hereby amended to read as follows:

“Sec. 28-22. Meters:

(a) All water sold by the city shall be measured by meter. All meters shall be furnished by the city and installed without cost to the consumer. The meters shall be located adjacent to the curb cock where practicable and otherwise at such point as the superintendent of waterworks shall direct. The owner shall leave a gap in the service line of proper size to accommodate the meter and connections furnished by the city and shall leave sufficient room about the meter for the installation of a meter box, where the meter is placed outside of the buildings.

(b) Any premises equipped or built to be occupied after October 1, 2020 as a duplex, apartment house or by other multiple dwelling units, or occupied in conjunction with a commercial building or other building which receives water service from a single service shall pay a monthly service charge for each separate unit at a rate equivalent to the 5/8 inch meter rate in Sec. 28-41, as amended from time to time. Hotels, motels and residential halls may receive service through a single meter and shall pay a single service charge.

(c) Separate water meters may be installed at the option of the city upon the request of the owner for each apartment or other domestic service unit.

(d) No person shall injure, molest or in any way interfere with any water meter, meter box or cover or anything appertaining thereto, and no persons shall deposit dirt, stone or rubbish of any nature in any meter or meter box or service box. The occupant of any building or premises where a meter is located shall keep the meter free from all obstructions so that it is at all times conveniently accessible for reading, inspecting or repairing. Subject to constitutional limitations, the water superintendent or persons authorized by him may enter, at any reasonable hour, premises supplied with water in order to inspect or repair meters, pipes or fixtures, or to investigate the use of water.

(e) Where a meter is located inside any building or in such other place or manner that the city cannot use customary methods for its protection against freezing or other injury, the owner of the property in which such meter is placed shall be responsible for its protection and any damages sustained by such meter shall be chargeable to the property served in the same manner as prescribed for repairs to service lines.

(f) Whether a meter is located in a building, an approved meter box or housing in the parking or sidewalk or elsewhere, the consumer or owner of the property in which such meter is placed shall be responsible for its protection and preservation, and any damage sustained by such meter shall be charged to the consumer or owner of the property served and the same shall be collectible in the same manner as monthly water bills.

(g) In case any meter fails to register for any cause, the amount charged for water during such period shall be estimated by the superintendent of waterworks, such estimate to be based on the average amount registered during like preceding period.

(h) If any meter is found to vary in excess of two percent (2%) from one hundred percent (100%) accuracy, the reading of the meter shall be corrected according to the percentage of inaccuracy found, but no correction shall extend beyond the date of the last regular monthly reading. A meter with this level of inaccuracy shall also be immediately repaired or replaced with an accurate meter. The water utility shall test any meter on request; and, if any meter tested is inaccurate in excess of two percent (2%), the unit will be corrected; and, if any meter tested is found to vary less than two percent (2%), the meter shall be replaced and a fee not to exceed the actual cost to the city for shipping and testing shall be made on the next water bill. (1962 Code § 23-107; Ord. 88-10, § 2, 3-16-1988; Ord. 07-19, § 1, 8-1-2007; Ord. ____, § 3, 9-16-2020)”

Section 2. That Section 28-142 of the Code of the City of Emporia, Kansas, is hereby amended to read as follows:

“Sec. 28-142. Classification of Users:

All users of the wastewater treatment and collection system of the city are hereby classified in the following manner:

- (1) Residential: Any premises served upon which is located a structure housing one family and which has metered water consumption supplied by an approved water meter.
- (2) Multifamily: Any premises designed for occupation by more than one family.
- (3) Educational, Religious, Public and Charitable:
 - a. Public and parochial schools, colleges, and universities;
 - b. Churches;
 - c. Public buildings and lands which are declared by the director of revenue and taxation of the state to be exempt from the payment of ad valorem taxes;
 - d. Charitable institutions which are declared by the director of revenue and taxation of the state to be exempt from the payment of ad valorem taxes.
- (4) Commercial and Industrial: All users other than those above classified which have metered water consumption.
- (5) Other: All users other than those above classified who do not have metered water consumption. Such users will be charged by contract with the city in a manner both adequate to the operation, maintenance and replacement needs of the wastewater system and proportional to other users. (1962 Code § 19-303; Ord. 963, § 1, 8-1-1979; Ord. ____, § 2, 9-16-2020)”

Section 3. That Section 28-143 of the Code of the City of Emporia, Kansas, is hereby amended to read as follows:

“Sec. 28-143. Service Charge Established:

Monthly sewer service charges based on meter size and the amount of water used in or on the premises as the same is measured by a water meter or meters are hereby established subject to the exceptions provided. All meters must be approved by the city manager in accordance with standards adopted by the governing body.

Multiple-Dwelling Units. Any premises equipped or built to be occupied as a duplex, apartment house or by other multiple-dwelling units, or occupied in conjunction with a commercial building or other building and which receives sewer service from a single service shall pay the monthly sewer service charge for each separate unit at a rate equivalent to the 5/8 inch meter rate in Sec. 28-144, as may be amended from time to time. (1962 Code § 19-304; Ord. 963, § 1, 8-1-1979; Ord. ____, § 3, 9-16-2020)”

Section 4. That Sections 28-22, 28-142, and 28-143 of the Code of the City of Emporia, Kansas as they existed prior to the adoption of this ordinance are hereby repealed.

Section 5. This ordinance shall take effect upon its publication in the official City newspaper.

Section 6. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the City of Emporia, KS as an amendment thereto and shall be appropriately numbered to conform to the uniform numbering system of the Code.

PASSED AND APPROVED by the Governing Body of the City of Emporia, Kansas, this 16th day of September 2020.

Danny Giefer, Mayor

ATTEST:

Kerry Sull, City Clerk