

CITY COMMISSION MEETING

July 14, 2021 at 10:00 AM

CITY COMMISSION / MUNICIPAL COURT ROOM
518 MECHANIC, EMPORIA, KS

Agenda

Pre-Luncheon Items

- ▶ Discuss Updates on the Clean Air Ordinance.
- ▶ Presentation of 2020 Annual Audit Report.
- ▶ Discuss Installation of Electric Vehicle Charging Station, Agreement w/Evergy.
- ▶ Discuss Sale of Vacant Lots.
- ▶ Review Funds with Tax Levy.
- ▶ Legislative Update.
- ▶ Common Consumption Area.

Post-Luncheon Items



**If you need accommodations due to a disability to participate in this event, meeting, or activity, or alternative format of written materials contact City of Emporia Jeff Lynch, ADA Coordinator at least 48hours before the event at 620-343-4285 or jlynch@emporia-kansas.gov*



memo

TO: City Commission
CC: Mark McAnarney, City Manager
FROM: Christina Montgomery, City Attorney
DATE: July 8, 2021
SUBJECT: Clean Air Ordinance

Teresa Briggs with Healthier Lyon County will be at the meeting to give a presentation on requested updates to the Clean Air Ordinance including restrictions on vaping in public indoor locations.



TO: City Commissioners

FROM: Janet Harrouff

DATE: June 18, 2021

RE: 2020 Annual Audit report

The city's external auditor Michael Keenan, with Cochran, Head, Vic & Co. P.C. will be in attendance to present a review of the City of Emporia's 2020 Annual Audit report.

The audit process was very smooth, and a clean report will be received.

Memo

TO: City Commission

FROM: Jeff Lynch, Community Development Coordinator

CC: Department Heads

DATE: July 8, 2021

SUBJECT: Electric Vehicle Charging Station (July 14, 2021 Study Session Agenda Item)

ITEM- Discussion of installation of a charging station in city-owned parking lot at 1000 Mechanic St.:

A review and discussion are requested regarding whether or not to move forward with allowing Everygy to install electric vehicle charging stations in a city-owned lot in the 1000 block of Mechanic (east of the Family Video building). The location of the charging stations would be at the south end of the parking lot and would utilize four (4) parking stalls. The parking stalls could still be utilized by non-electrical vehicles and would be available on a first-come basis. There would be no cost to the City for installation, but there would be a monthly meter cost to the City of \$22.50. The cost of using the charging stations would be approximately 21 cents per hour, paid for by the end user (vehicle owners).

This was initially discussed at the March 24th, 2021 study session when a concern was raised regarding the amount of trenching that may take place for installation, and the repair/replacement of concrete. Everygy has since advised that no trenching will take place in the parking lot during installation, it only will occur outside the curbing on the median along the alley. A detailed description of concrete replacement has been incorporated into the site agreement should the disturbance of parking lot surface become necessary.

The attachments show the location of the proposed charging stations, related equipment, a photo of the parking lot as well as the updated site license agreement.

SITE LICENSE AGREEMENT

THIS SITE LICENSE AGREEMENT ("**Agreement**") is entered into effective as of the ____ day of _____, 2020 ("**Effective Date**") between Evergy Kansas Central, Inc. f/k/a Westar Energy, Inc. and its affiliates ("**EVERGY**"), a Kansas Corporation, with primary offices at 818 S. Kansas Ave., Topeka, KS 66612 and _____ City of Emporia, Kansas _____, a municipal corporation organized and existing under the laws of the State of Kansas, with a mailing address at _____ P.O. Box 928, Emporia, KS 66801 _____ ("**Host**").

WHEREAS, Host is the owner of that certain property legally described and depicted on Exhibit A (the "**Site**"), attached hereto and incorporated by reference herein;

WHEREAS, EVERGY desires to install and operate 2 Level Two Electric Vehicle Supply Equipment station (together with all related utilities and accessories, the "**EVSE**") in the location shown on the Site Plan on Exhibit B, attached hereto and incorporated by reference herein, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, conditions and agreements set forth herein, EVERGY and Host agree as follows:

1. License. Host hereby grants to EVERGY a license to install and operate the EVSE station in the location(s) within the Site shown on Exhibit B in accordance with and subject to the terms and conditions of this Agreement. The EVSE shall include a vehicle charging station and related signage. EVERGY (or its affiliates) shall (a) at no cost to Host, install all necessary electrical service, connections and equipment to serve the EVSE, and (b) provide all necessary electric utility services to Host at the EVSE. EVERGY shall be responsible for replacing, at EVERGY's expense, any and all parking lot pavement removed during installation of the EVSE with 6" reinforced concrete pavement (AE) city 4,000 psi mix and #4 bars doweled into existing concrete 12" minimum (epoxy grouted) with 2 ft. 6 inch spacing, all rebar overlap shall be 12" minimum. EVERGY will obtain an excavation permit from the City Engineering department prior to commencing any pavement work. Host agrees to take reasonable actions to assist EVERGY with the installation of the EVSE. Upon completion of installation of the EVSE, Host understands and acknowledges that ownership of the EVSE shall remain with EVERGY.

2. Consumption Costs. The responsibility for the payment of kilowatt-hour (kWh) energy charge shall be as follows (check the box that applies; if no box is checked, it is Host Responsibility):

A. Host Responsibility (check here): ☐ The Host pays the kilowatt-hour (kWh) charge including applicable riders, surcharges, taxes and fees assessed by EVERGY and the EVSE charging station user pays the session charge, if applicable as described in the Schedule CCN tariff that can be accessed, once approved by the Kansas Corporation Commission, at www.EVERGY.com/rates.

B. User Responsibility (check here): ☒ The EVSE charging station user pays the kilowatt-hour (kWh) charge including applicable riders, surcharges, taxes and fees

assessed by EVERGY, and, if applicable, the session charge as described in the Schedule CCN tariff that can be accessed at www.EVERGY.com/rates.

During the Term, the Host shall have the right to change the above election (to the alternative option) upon 30 days' prior written notice to EVERGY. Host represents and warrants that it will not charge any third party for the consumption or usage of said power, electrical and/or usage costs at any time during the Term of this Agreement.

3. Access. Host shall provide EVERGY access to and sufficient space for locating and maintaining the EVSE at the locations shown on the Site Plan, and also agrees to provide governmental authorities access to the EVSE for any inspections and installation of monitoring hardware and/or software on the EVSE as necessary for EVERGY to fulfill its reporting requirements to regulatory entities. Host will allow potential end users access to the area where the EVSE is located in the same manner that it grants non-end users access to the area.

4. Operation. EVERGY shall operate the EVSE in accordance with commercially reasonable practices. However, uninterrupted service is not guaranteed, and EVERGY may interrupt service when necessary to ensure safety or to perform maintenance. If any governmental license or permit shall be required for the proper and lawful use of the EVSE, EVERGY, at its sole cost and expense, shall obtain and thereafter maintain the same and shall comply with all of the terms and conditions thereof. EVERGY shall promptly deliver copies of all such licenses and permits to Host.

Hours of Operation; Demand Response Procedures. Except as otherwise provided herein, the EVSE shall be operated by EVERGY for up to 24 hours each day and made available to the general public. Further, Host acknowledges and agrees that EVERGY will be utilizing "Demand Response" ("**DR**") procedures. The EVSE will display a message notifying the consumer of the various DR application scenarios. Host acknowledges and understands that EVERGY utilizes such Demand Response options to optimize usage at peak times, which could result in temporarily disabling the EVSE from electrical output or consumption during the Term of this Agreement. Host shall not charge EVERGY or any other party rent or any other fees to use the Site during the Term of this Agreement.

5. Consent; Permits. EVERGY shall not install the EVSE, including any utility service, equipment or accessories or, after the installation thereof, alter the EVSE or any of its components in any manner that requires architectural or engineering plans without first obtaining Host's prior written approval (which shall not be unreasonably withheld, conditioned or delayed) of the architectural and engineering plans and specifications therefore. EVERGY shall not install the EVSE or any utility service, equipment or accessories until all required municipal and other governmental permits and authorizations have been obtained by EVERGY.

6. Marketing. The parties understand and agree that the EVSE will be EVERGY-branded. EVERGY may publish and promote the locations of the Sites throughout the Term of the Agreement. Host's name may also be used in the initial launch of the program. Thereafter, neither party will make any press release or otherwise formally publicize the EVSE on the Site without first obtaining formal written approval from the other party. EVERGY has created marketing material which includes but is not limited to logos, stickers, decals and signage made a part of equipment purchased or infrastructure established; printed materials and other marketing and/or outreach materials, activities, and websites. EVERGY has logo usage and publicity standards that can be shared by EVERGY with Host for their review only. With respect to any marketing efforts including but not limited to logos, stickers, decals or signage made a part of equipment purchased or infrastructure established; or any printed materials or other marketing and/or

outreach materials, activities, or websites created by Host under this Agreement, Host agrees to submit such material in advance any such marketing effort, for review and approval by EVERGY, which approval shall not be unreasonably withheld, conditioned or delayed as outlined by the logo usage and publicity standards provided by EVERGY.

7. Maintenance and Repair. EVERGY shall maintain the EVSE in good working condition, ordinary wear and tear excepted, during the Term of this Agreement. Host shall maintain the common area improvements immediately surrounding the EVSE in good condition ordinary, wear and tear excepted, and will promptly notify EVERGY of any problems it is aware of that are related to the EVSE. Such maintenance by Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services with the exception of pavement repair as described in Section 1.

8. Term and Termination. This Agreement shall commence on the Effective Date and continue in effect through December 31, 2031 ("**Term**"); provided, however, EVERGY has the right to terminate this Agreement at any time by delivering written notice of such election to Host, in which case the Agreement shall terminate on the date that is 10 days after the Host's receipt of the termination notice. If EVERGY fails to perform any of its obligations or comply with any of the other terms and conditions of this Agreement and such failure continues for a period of 15 days after receipt of written notice from Host, Host may immediately terminate the Agreement by delivering written notice to EVERGY. Upon the expiration or termination of this Agreement, EVERGY will remove the EVSE at EVERGY's cost and expense, and restore the portions of the Site on which the EVSE was installed to a condition similar to the condition it was prior to installation of the EVSE in accordance with the specifications for pavement replacement in Section 1, ordinary wear and tear excepted.

9. Liens. Host represents and warrants that (a) Host is the fee simple owner of the Site and has good and marketable title to the Site and (b) the contents and terms of this Agreement are not in violation of any other agreement entered into by Host with any other party. Neither party will allow any liens or encumbrances to be placed on the EVSE or the Site. If any liens are placed on or filed against the EVSE, or the Site as a result of any work or materials contracted by or on behalf of either party hereto, said party shall cause the lien to be released of record within 15 days after the filing thereof. Nothing in this Agreement shall be construed as empowering either party to encumber or cause to be encumbered the title or interest of Host to the Site nor EVERGY to the EVSE in any manner. Each party shall indemnify the other party against, and hold the other party harmless from, any and all loss, damage, claims, liabilities, judgments, interest, costs, expenses, and attorney fees arising out of the filing of any such lien that is in violation of this section.

10. Insurance. Each party agrees that it will at all times during the term hereof, at its own expense, procure, maintain, and keep in force insurance with an insurance company authorized to transact business in the State of Kansas, a commercial general liability insurance policy covering: (a) the operation and use of the EVSE (in the case of EVERGY) and (b) the operation and use of the Site (in the case of Host), in each case affording protection in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for injury to or death of one or more persons. The policy must include customary coverages for liability arising from premises, operations, independent contractors and liability assumed under an insured contract. The policy shall name the other party hereto (including said party's parent, affiliates, subsidiaries, officers, directors, employees, agents and assigns) as additional insureds whereby neither party may cancel or reduce the insurance without first giving the other party hereto at least 30 days prior written notice. Each party further covenants to deposit with the other party a certificate of such insurance and the certificate of each such renewal policy complying with the terms of this Agreement.

Further, unless third-party insurance coverage is required by applicable law, both parties shall have the right to self-insure against perils and liabilities for which it would otherwise be required to obtain insurance under the terms of this Agreement. If a party elects to self-insure against certain perils and/or liabilities against which it would otherwise be required to obtain a policy of insurance under this Agreement, then for purposes of this Agreement, such party shall be deemed to hold insurance against such perils and/or liabilities in the minimum amounts of insurance which such party is otherwise required to maintain under the terms of this Agreement. By so electing, such party shall be deemed to be self-insuring against the perils and/or liabilities that are the subject of such claims.

11. Waiver. Host and EVERGY each hereby waive (to the extent of insurance proceeds collected) any and all rights of recovery, claim, action or cause of action against the other, its agents, officers, or employees for any damage that may occur to the Site, including but not limited to the EVSE, and/or any personal property of such party therein by reason of any cause which is insured against under the terms of any insurance policies referred to herein or self-insured, regardless of cause or origin, including negligence.

12. Indemnification.

EVERGY shall be liable for, and shall indemnify, defend and hold Host harmless from, any and all liabilities, claims, demands, administrative proceedings, orders, judgments, assessments, fines, penalties, costs and lawsuits, of whatever nature (collectively, “**Liabilities**”), arising out of the negligent, willful or intentional acts or omissions of EVERGY, its express agents, contractors or employees at the Site during the Term of this Agreement and/or a breach of any of the representations, warranties, covenants or the terms of this Agreement.

Host shall be liable for, and shall indemnify, defend and hold EVERGY harmless from any and all liabilities arising out of the negligent, willful or intentional acts or omissions of Host, its agents, contractors, subcontractors or employees at the Site during the Term of this Agreement and/or a breach of any of the representations, warranties, covenants or the terms of this Agreement.

Notwithstanding the foregoing, neither party shall be liable for or be required to indemnify, defend or hold the other party harmless to the extent of any Liabilities that are caused by the negligent, willful or intentional acts or omissions of the other party hereto.

13. No Consequential Damages. Except for indemnification obligations to third parties as set forth in Section 14 of this Agreement, neither party shall be liable to the other party for any special, incidental, consequential, punitive or indirect damages or loss of profit or business interruption damages whatsoever.

14. Performance. Performance under this Agreement is subject to all valid laws, rules and regulations of courts or regulatory bodies having jurisdiction.

15. Contingency. If, after execution of this License, EVERGY is unable to use Host’s property due to any action, or lack of action, by any federal, state, or local governing agency, this License Agreement may be canceled without obligation on part of either party.

16. Casualty. If all or any portion of the EVSE on the Site are damaged or destroyed by fire or other casualty which materially and adversely affects the operation of the EVSE (any, a “**Casualty**”), Host shall have the right to terminate the Agreement by written notice to EVERGY in which event the Agreement shall terminate on the date that is 10 days after the date of Host’s termination notice and

EVERGY may elect to remove the EVSE from the Site. In the event of any Casualty which materially and adversely affects the operation of the EVSE, EVERGY shall have the right to terminate the Agreement by written notice to Host within 14 days after the Casualty, in which event the Agreement shall terminate on the date that is 10 days after the date of EVERGY's termination notice and EVERGY may elect to remove the EVSE from the Site.

17. Assignment. This Agreement and the rights conferred hereunder shall not be assigned by either party except with the prior written consent of the other party in each instance, and such consent shall not be unreasonably withheld, conditioned or delayed.

18. Entire Agreement. This Agreement and the exhibits attached hereto contains the entire agreement of the parties. No term or provision of this Agreement may be modified, amended, changed, or waived, temporarily or permanently, except, in the case of modifications, changes and amendments, pursuant to the written consent of both parties to this Agreement, and in the case of waivers, pursuant to the written consent of the waiving party.

19. No Partnership. This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise, or association, nor shall this Agreement render EVERGY and Host liable as partners, co-venturers or principals.

20. Governing Law. This Agreement shall be governed by the laws of the State of Kansas.

21. Counterparts. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Facsimile and digital electronic signatures shall constitute original signatures for purposes of this Agreement.

22. Notice. Any and all notices shall be in writing and addressed to the parties at the addresses specified below or such other addresses as either party may direct by notice given in accordance with this section, and shall be delivered in one of the following manners: (i) by personal delivery, in which case notice shall be deemed to have been duly given when delivered; (ii) by certified mail, return receipt requested, with postage prepaid, in which case notice shall be deemed to have been duly given on the date indicated on the return receipt; or (iii) by reputable delivery service (including by way of example and not limitation Federal Express, UPS and DHL) which makes a record of the date and time of delivery, in which case notice shall be deemed to have been duly given on the date indicated on the delivery service's record of delivery.

If to EVERGY:

Evergy, Inc.
Attn: Wendy Marine, Product Manager
1200 Main Street
Kansas City, MO 64105

If to Host:

City of Emporia Attn: Jeff Lynch
P.O. Box 928 Emporia, KS 66801

23. Headings. Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any manner, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Agreement agreeing to be bound by the terms herein as of the date first above written.

EVERGY

Evergy Kansas Central, Inc.

By: _____

Print Name: Kimberly Winslow

Title: Senior Director – Energy Solutions

Approved as to Legal Form	
PJV	6/28/21
Evergy Law Dept.	

HOST:

City of Emporia _____

By: _____

Print Name: Robert F. Gilligan _____

Title: Mayor _____

EXHIBIT A

Legal Description of Site

**Lots 145, 147, 149, 151 and 153 on Mechanic Street in the City of Emporia, Lyon County, Kansas,
according to the recorded plat thereof.**

Between
Emporia Main Street Development Group, LLC
GRANTOR(S)

DATE RECORDED: 04/03/2015 12:03:46PM
MTG INDEBT: 0.00 RECEIPT #: 26218
REC FEE: \$ 8.00
TECH FEE: \$ 3.00
HERITAGE FEE: \$1.00

And
The City of Emporia

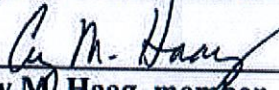
GRANTEE(S)

For good consideration Grantor(s) convey(s) and warrant(s), to the Grantees, his (their) heirs and assigns the following described real property situated in the State of Kansas, County of Lyon :

LOTS 145, 147, 149, AND 151 ON MECHANIC STREET IN THE CITY OF EMPORIA, LYON COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.

EXCEPT AND SUBJECT TO: Easements & Restrictions apparent & of record.

Emporia Main Street Development Group, LLC by,


Cory M. Haag, member

State of Kansas , County of Lyon ,SS:

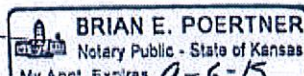
BE IT REMEMBERED, On this 1st day of April, 2015,
Before me, the undersigned, a notary public in and for the County and State aforesaid, came

Emporia Main Street Development Group, LLC by, Cory M. Haag, member

such persons being personally known to me to be the same persons who executed the within instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.


Notary Public Brian E. Poertner



Between
Emporia Main Street Development Group, LLC
GRANTOR(S)

DATE RECORDED: 05/01/2015 03:41:17PM
HTG INDEBT: 0.00 RECEIPT #: 26520
REC FEE: \$ 0.00
TECH FEE: \$ 3.00
HERITAGE FEE: \$1.00

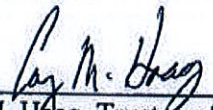
And
The City of Emporia
GRANTEE(S)

For good consideration Grantor(s) convey(s) and warrant(s), to the Grantees,
his (their) heirs and assigns the following described real property situated in
the State of Kansas, County of Lyon :

**LOT 153 ON MECHANIC STREET IN THE CITY OF EMPORIA,
LYON COUNTY, KANSAS, ACCORDING TO THE RECORDED
PLAT THEREOF.**

**EXCEPT AND SUBJECT TO: Easements & Restrictions apparent & of
record.**

Emporia Main Street Development Group, LLC by,

 *(Trustee Member)*
Cory M. Haag, Trustee of the Cory M. Haag
Revocable Trust dated March 5, 2013, Member

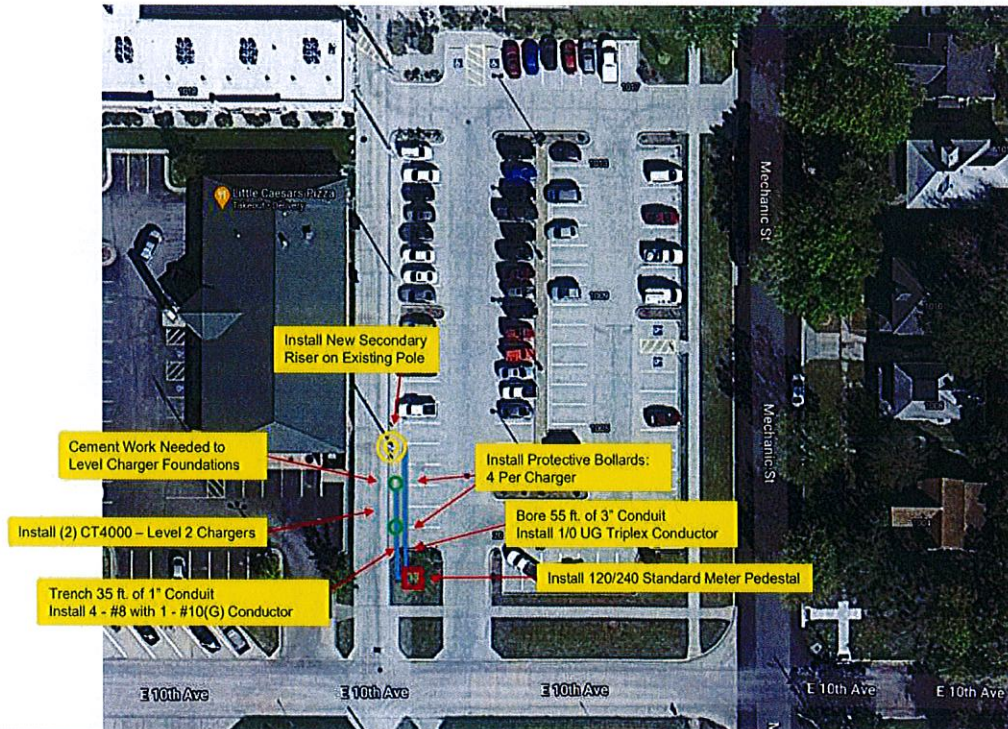
State of Kansas , County of Lyon ,SS:

BE IT REMEMBERED, On this 1st day of May, 2015,
Before me, the undersigned, a notary public in and for the County and State
aforesaid, came
Emporia Main Street Development Group, LLC by, Cory M. Haag,
Trustee of the Cory M. Haag Revocable Trust dated March 5, 2013,
Member

such persons being personally known to me to be the same persons who
executed the within instrument of writing and duly acknowledged the
execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
notarial seal on the day and year last above written.

Emporia – 10th and Mechanic St. - Site Sketch



Parking Configuration

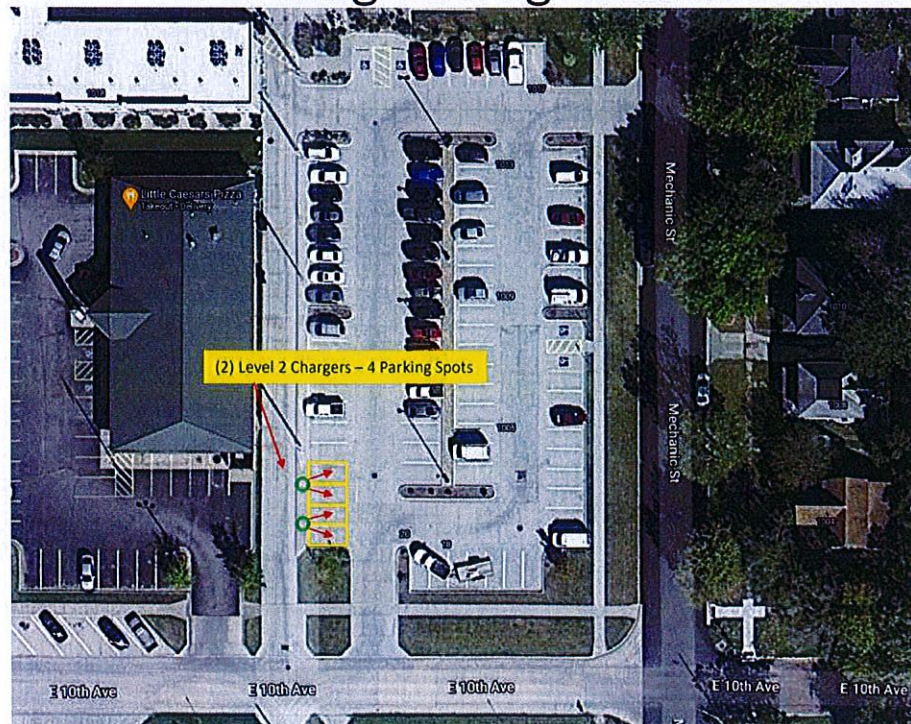
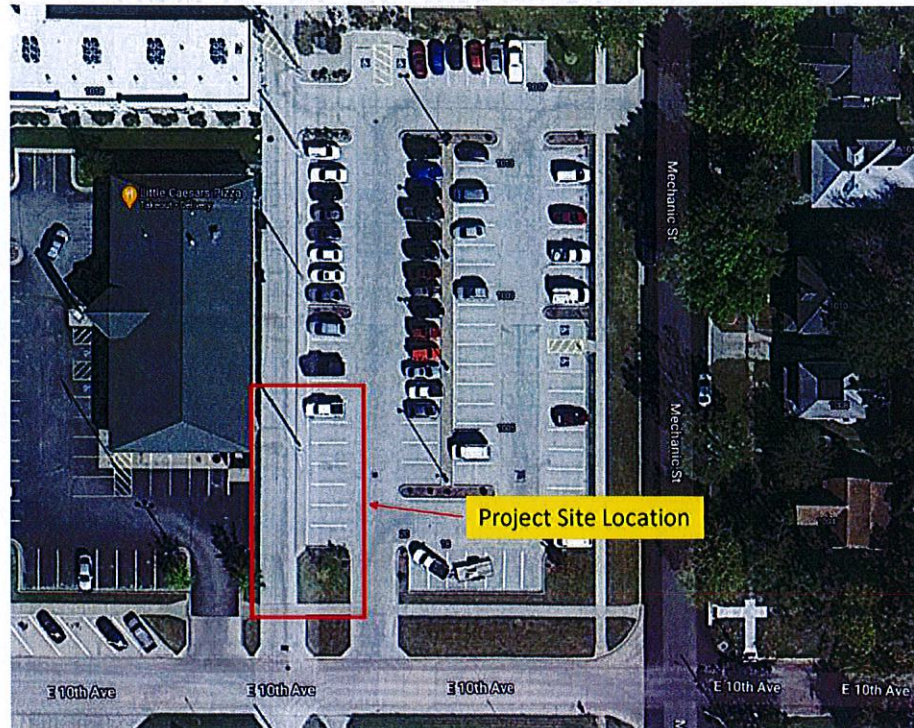


EXHIBIT B

Site Plan where EVSE(s) will be located within the Site

Emporia – 10th and Mechanic St. - Overview





07/08/2021



Memo

TO: City Commission

FROM: Jeff Lynch, Community Development Coordinator

CC: Department Heads

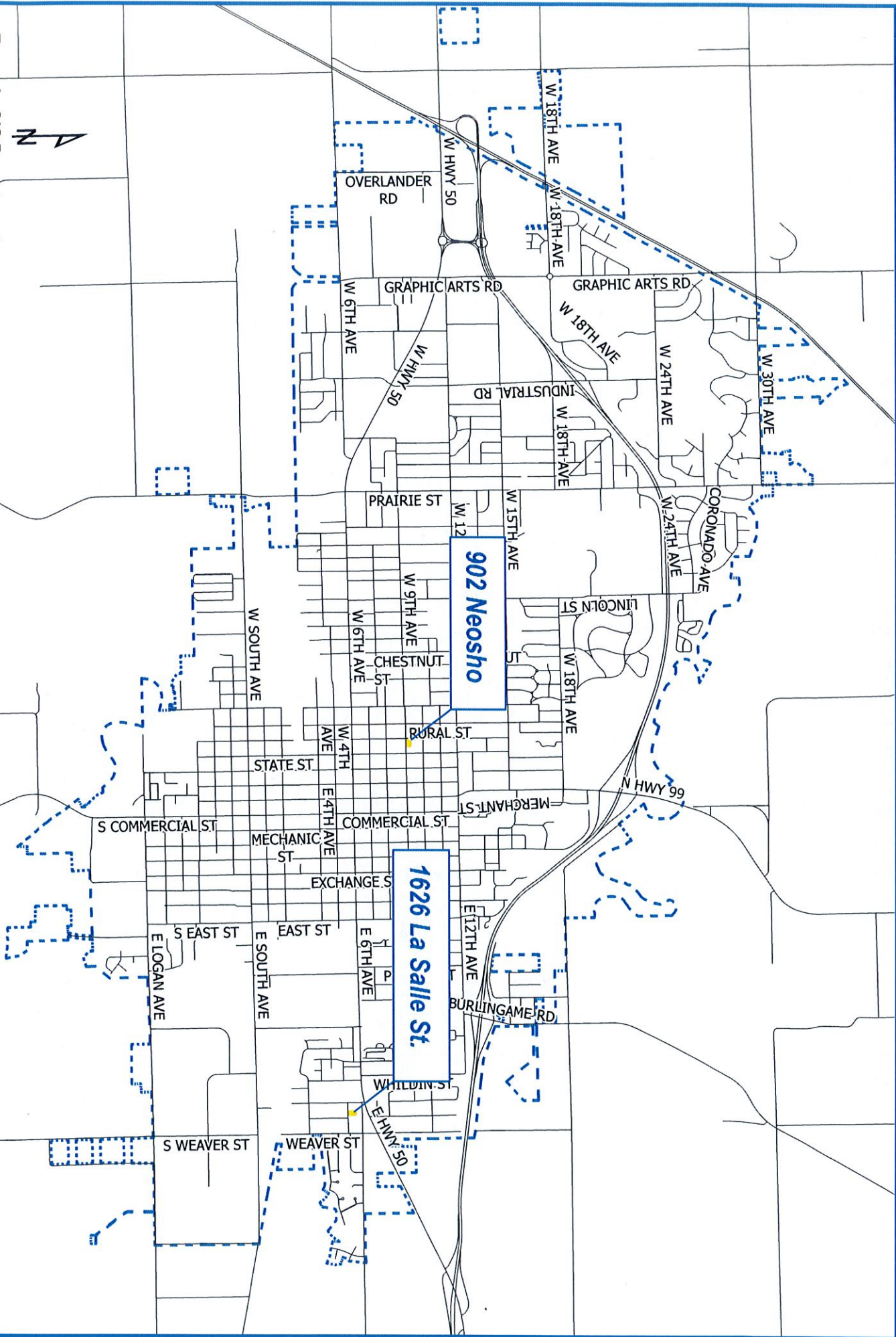
DATE: July 8, 2021

SUBJECT: Sale of City Property (vacant lots) (July 14, 2021 Study Session Agenda Item)

ITEM- Discussion of possible sale of city-owned vacant lots:

An inquiry has been received from a local developer interested in purchasing and developing new homes on two vacant lots currently owned by the City. The lots are located at 902 Neosho St. and 1626 LaSalle St. They were acquired in 2018 and 2019 for future development. The previous grant funding used to develop homes has been exhausted, and there are no immediate plans to use the lots.

It is therefore recommended that the City consider selling the two lots in order to further the development of much needed housing. A Request For Proposal is also recommended that takes into consideration a commitment to develop, along with price to be paid to the City. The proceeds from the sale could be utilized for other housing activities.





memo

TO: City Commission
CC: Mark McAnarney, City Manager
FROM: Christina Montgomery, City Attorney
DATE: July 8, 2021
SUBJECT: 2021 Legislative Updates

City Staff will advise on legislative updates from the Kansas 2021 Legislative Session that may be of interest or impactful to the City of Emporia.

memo

TO: City Commission
CC: Mark McAnarney, City Manager
FROM: Christina Montgomery, City Attorney
DATE: July 8, 2021
SUBJECT: Common Consumption Area

Visit Emporia is interested in sponsoring a Common Consumption Area in the City of Emporia in the 600 and 700 blocks between Merchant and Commercial. City staff will give an overview on Common Consumption Area law and the current request.

COMMON CONSUMPTION AREAS

IN KANSAS

1

WHAT IS A COMMON CONSUMPTION AREA?

A defined indoor or outdoor area not otherwise licensed where the possession and consumption of alcoholic liquor is allowed pursuant to a common consumption area permit.

K.S.A. 41-2659

2

WHAT CAN YOU DO IN A COMMON CONSUMPTION AREA?

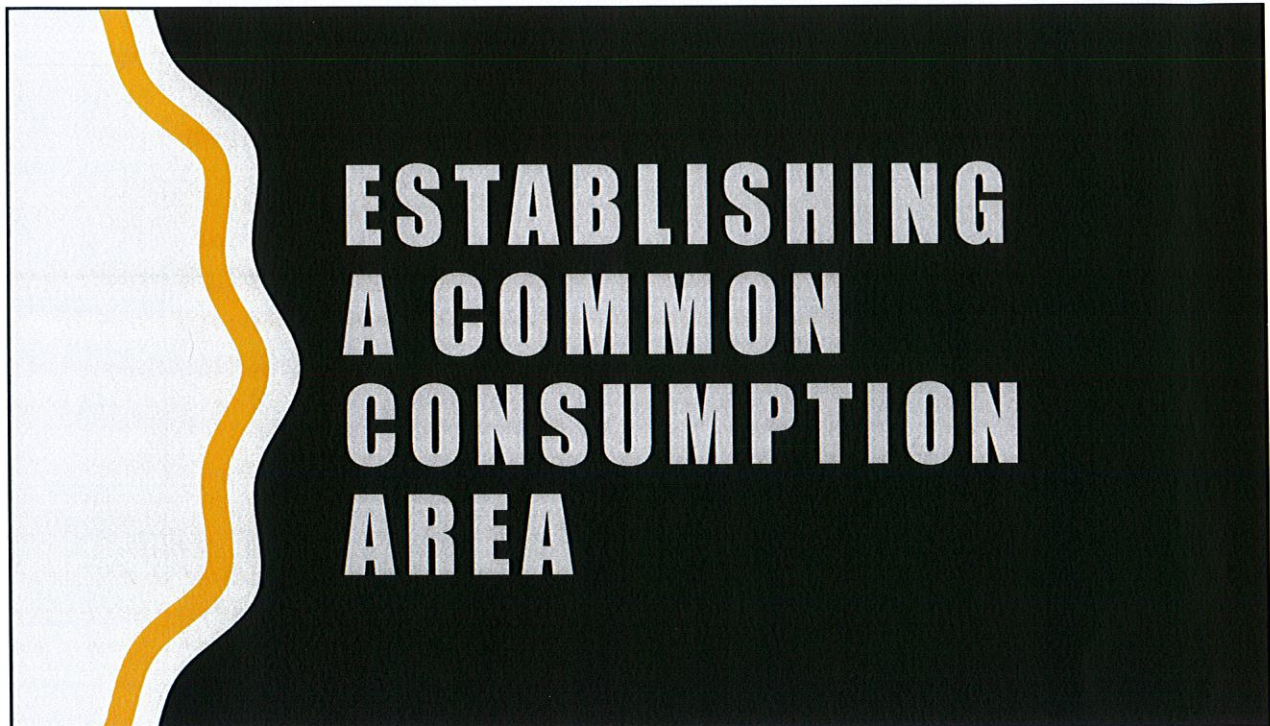
- Alcohol may be possessed and consumed within a CCA
- A licensed drinking establishment located within or immediately adjacent to a common consumption area may apply to participate in the CCA
 - Participating DE may allow removal of alcoholic beverages from the licensed premises into the CCA
 - Participating DE may sell alcohol from one non-contiguous service area within the CCA with approval of the CCA permit holder
- A catering license holder or temporary DE holder outside of the CCA may sell alcohol within the CCA with approval of the CCA permit holder

3

COMMON CONSUMPTION AREA RESTRICTIONS

- Boundaries of the CCA must be clearly marked with a physical barrier or other apparent line of demarcation
- Cannot allow motorized traffic within CCA during any hours in which alcohol is consumed
- Cannot remove alcohol from CCA
- All participating DE's allowing alcohol to be removed from their licensed premises into the common area must serve alcohol in containers that displays their own trade name, logo, or other identifying mark unique to the licensee

4



5

ORDINANCE

- The City in which a Common Consumption Area is to be located passes an ordinance creating the CCA
 - Establish boundaries of CCA
 - Establish procedure for operation dates and times
 - Require that CCA be blocked off from motorized traffic during any hours in which alcohol is consumed
 - List all rules and guidelines for CCA

6

KANSAS ALCOHOLIC BEVERAGE CONTROL PERMIT Q&A

- Who can apply for a Common Consumption Area permit?
 - City or county in which CCA will be located
 - Individual who is a resident of Kansas and has been approved by the city or county
 - Organization that has its principal place of business in Kansas and has been approved by the city or county
- How long is a CCA permit valid?
 - One year; can be renewed annually
- How many CCA's can exist within one city?
 - There are no statutory restrictions on the number of Common Consumption Areas within a City or County

7

WHO IS LIABLE FOR VIOLATIONS?

- The permit holder is liable for any and all alcohol violations that occur *within the defined boundaries of the CCA*
 - Underage drinking
 - Removing alcohol from boundaries of CCA
 - Unauthorized alcohol sale
- Individual participating licensees are liable for violations that occur *within their own licensed premises*.
 - Underage drinking
 - Unauthorized alcohol sale
 - Removing alcohol from licensed premises into an area not included in the CCA

8

HOW ARE COMMON CONSUMPTION AREAS BEING USED?

9



OVERLAND PARK

Place: courtyard
between mixed use
buildings

Intent: to be used in
conjunction with food
court to allow people
to gather in common
area with food and
alcohol

10

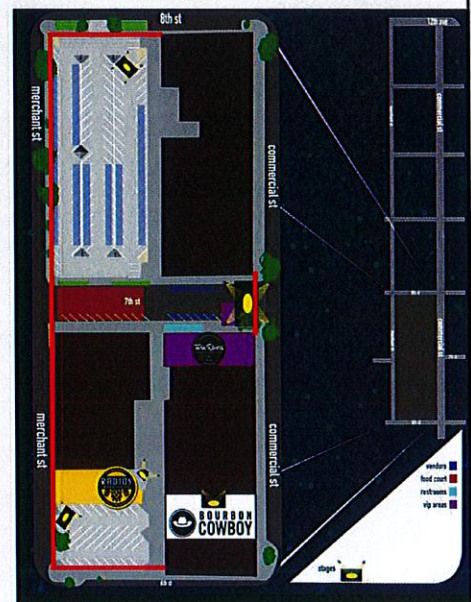
PITTSBURG

- Ordinance designated Downtown Overlay District as common consumption area
- Intent: to be used from time to time for special events
- CCA is only “open” when permit approved by state and city for special event

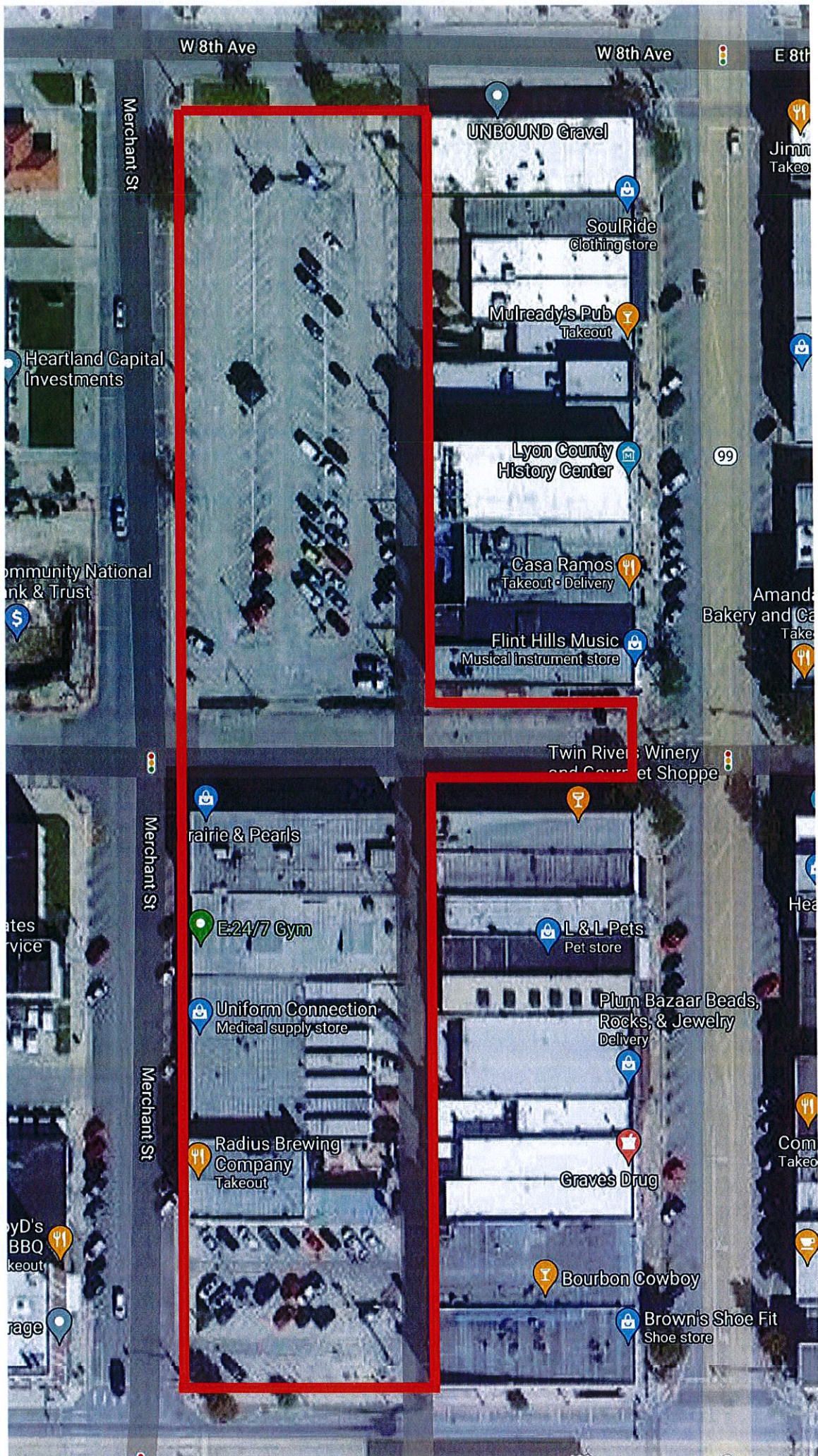
11

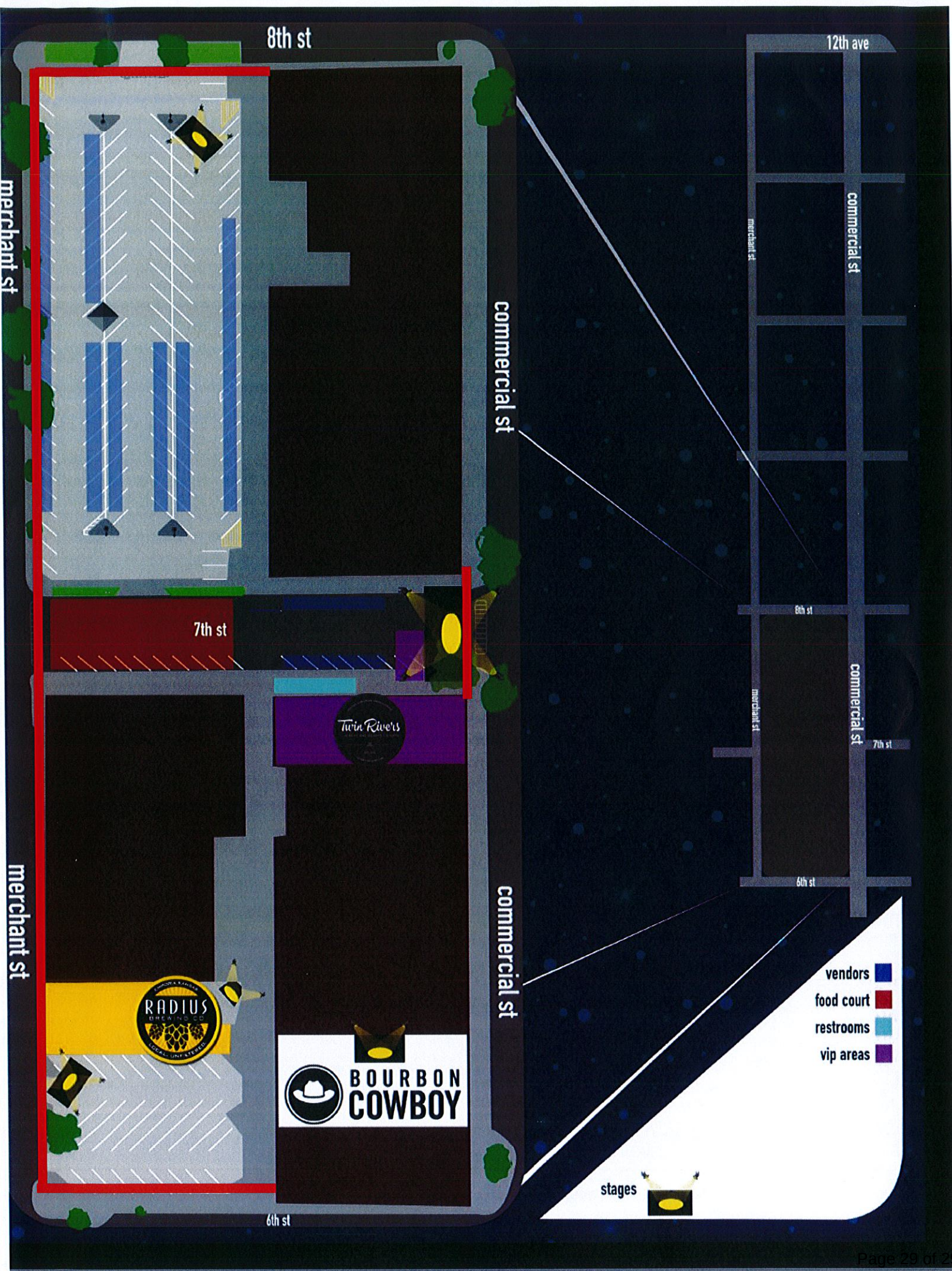
PROPOSAL FOR EMPORIA'S FIRST COMMON CONSUMPTION AREA

- Visit Emporia interested in sponsoring
- Area between Merchant St and Commercial Street in the 600 and 700 blocks
 - includes parking lots, alleys, and 7th Street
 - Does not include sidewalks around perimeter in front of buildings
- To be used from time to time for special events
 - Requires ordinance from City Commission



12





8th st

12th ave

merchant st

commercial st

commercial st

7th st

8th st

commercial st

7th st

merchant st

commercial st

6th st

- vendors
- food court
- restrooms
- vip areas



stages

