

# **CITY COMMISSION MEETING AGENDA**

City Hall Commission Chambers

Tuesday, January 21, 2014

7:00 p.m.

MEETING #4946

## **CALL TO ORDER**

## **ROLL CALL**

**INVOCATION** by Kirk Larson of Grace Community Church

## **PLEDGE OF ALLEGIANCE**

## **PUBLIC HEARING**

Economic Development Local Revolving Loan Fund – Swift Investments, LLC  
dba Dodge House Motel and Convention Center.

## **PETITIONS & PROCLAMATIONS**

**VISITORS** (Limit of five minutes per individual and fifteen minutes per topic.  
Final action may be deferred until the next City Commission meeting unless an  
emergency situation does exist).

DC/Fort Dodge Cimarron Chapter of Santa Fe Trail Association - Point of  
Rocks/Highway Expansion.

Jack Fox – Point of Rocks Silhouette

## **CONSENT CALENDAR**

1. Approval of City Commission Work Session Minutes, January 6, 2014.
2. Approval of City Commission Meeting Minutes, January 6, 2014
3. Appropriation Ordinance No. 2, January 20, 2014;
4. Cereal Malt Beverage License Applications;  
(a) Water Sports Campground, 500 Cherry Street.
5. Ratification of City Manager Employment Agreement.

## **ORDINANCES & RESOLUTIONS**

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Appointment of two (2) City Commissioners to Economic Development Board. Report by City Manager, Cherise Tieben.
2. Discussion of Draft Water Conservation Plan and Draft Ordinance. Report by Superintendent of Public Works, Corey Keller.

## **ADJOURNMENT**

**WORK SESSION MINUTES**  
City Hall Commission Chambers  
Monday, January 6, 2014  
6:00 P.M.  
Meeting #4944

CALL TO ORDER

ROLL CALL: Mayor Kent Smoll, Commissioners Brian Delzeit, Joyce Warshaw, Rick Sowers and Jim Lembright.

A presentation was made by Larry Thompson, Kansas Department of Transportation Area Engineer regarding the U.S. 50 expansion project from Dodge City to Cimarron and the point of Rocks mitigation options. Several KDOT personnel were also in attendance.

The Commissioners were favorable toward the options presented by KDOT. They also discussed an addition of a park in the area that would allow visitors to drive up and read about the history of the Point of Rocks. The City will present a letter to KDOT stating their support.

Sowers moved to adjourn the Work Session. Commissioner Warshaw seconded the motion. The motion carried unanimously.

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Mayor

ATTEST:

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Nannette Pogue, City Clerk

# **CITY COMMISSION MEETING MINUTES**

City Hall Commission Chambers

Monday, January 6, 2014

7:00 p.m.

MEETING #4945

## **CALL TO ORDER**

**ROLL CALL:** Mayor Kent Smoll, Commissioners, Brian Delzeit, Joyce Warshaw, Rick Sowers, and Jim Lembright.

**INVOCATION** by Kirk Larson of Grace Community Church

## **PLEDGE OF ALLEGIANCE**

## **PETITIONS & PROCLAMATIONS**

**VISITORS (Limit of five minutes per individual and fifteen minutes per topic. Final action may be deferred until the next City Commission meeting unless an emergency situation does exist).**

Director of Public Information, Jane Longmeyer, presented Jan Stevens and Drew Francis each with an award for completion of Certified Public Management Program.

Cathy Reeves, Director of the Dodge City Public Library, gave a Quarterly Update.

Mayor Kent Smoll moved and Commissioner Jim Lembright seconded the motion to add two items to New Business: Discussion of Essential Air Service, Staff Changes.

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting Minutes, December 16, 2013
2. Approval of City Commission Special Meeting Minutes, December 31, 2013
3. Appropriation Ordinance No. 1, January 6, 2014;
4. Cereal Malt Beverage License Applications;
  - (a) Walgreen Co., 1801 N. 14<sup>th</sup> Avenue;
  - (b) Taylor's Road House, LLC. 2305 W. Wyatt Earp Blvd;
  - (c) Tacos Jalisco, 412 E Wyatt Earp Blvd., Dodge City, KS 67801.

Commissioner Brian Delzeit moved to approve the Consent Calendar as presented, seconded by Commissioner Joyce Warshaw. The motion carried unanimously.

**ORDINANCES & RESOLUTIONS**

**Ordinance No. 3575:** An Ordinance of the City of Dodge City, Kansas amending the Official Zoning Map of the City, Changing the property Known as Lot 2 & Lot 3, Block 4, Summerlon Phase III from R-1, Residential Low Density to C-O, Commercial Office was approved on a motion by Commissioner Rick Sowers, seconded by Commissioner Joyce Warshaw. Motion carried unanimously.

**UNFINISHED BUSINESS****NEW BUSINESS**

1. A Minor Replat for Days Inn was approved on a motion by Commissioner Rick Sowers seconded by Commissioner Jim Lembright. Motion carried unanimously.
2. The 2014 State/Federal Legislative Policy was approved on a motion by Commissioner Jim Lembright, seconded by Commissioner Joyce Warshaw. Motion carried unanimously.
3. Discussion of Essential Air Service. Ken Strobel presented information regarding the proposals for continued Air Service in Dodge City. His recommendations to favor continuation of existing service with Great Lakes. It was consensus of the City Commission to recommend to the Department of Transportation to continue the Great Lakes Service.
4. Discussion of Staff changes. The City Commission received letter from Ken Strobel resigning from the position of City Manager, and additionally he will serve as Chief In House Legal Counsel and recommends to promote Cherise Tieben to City Manager. Kent Smoll moved to accept letter, appoint Ken Strobel to Chief In House Legal Counsel and to appoint Cherise Tieben to City Manager. Commissioner Rick Sowers seconded the motion. Motion carried 5-0.

Ken Strobel made comments, thanked the Commission for opportunity, and thanked all City Employees and Department Heads.

**OTHER BUSINESS**

City Manager, Cherise Tieben:

- Housing – Updated the Commission and Public on the Housing Programs. We have built or under Construction 193 Units, and another 334 on the drawing board. 527 total Units in some phase of the process in last several years, since we started the programs;

- CFAB Meeting has been postponed until meetings with Ford County can be scheduled;
- Make sure everyone knows the deadline to file for City Commission is January 21, 2014.

Director of Public Information, Jane Longmeyer

- The City is seeking applications from those persons interested in appointments to the Boards and Commissions;
- Dog tags can be obtained at the Animal Shelter, Police Department or City Hall.

Commissioner, Jim Lembright:

- Thanks Ken Strobel – Cherise will do a good job.

Commissioner, Rick Sowers:

- Thanked Ken – appreciate his support and guidance;
- Commented on transition of employees with In House Candidates – Very Capable.

Mayor, Kent Smoll:

- Ken is a great Asset to the Community. Plan has been in place for a while. Cherise has full support of the Commission.

#### **EXECUTIVE SESSION**

At 7:55 Mayor Kent Smoll moved to adjourn to Executive Session to discuss Non-Elected Personnel, not to exceed 30 minutes. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously with Ken Strobel, Brad Ralph, Cherise Tieben to attend.

At 8:25 Commissioner Jim Lembright moved and Commission Rick Sowers seconded the motion to extend the executive Session 10 minutes.

The meeting reconvened to regular session at 8:35.

Commissioner Brian Delzeit moved to approve the City Manager Contract with Cherise Tieben, pending approval by Counsel. Joyce Warshaw seconded the motion. Motion carried unanimously.

**ADJOURNMENT**

Commissioner Rick Sowers moved to adjourn the meeting, Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

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Mayor

ATTEST:

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Nannette Pogue, City Clerk

**INDIVIDUAL/SOLE PROPRIETOR  
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

(This form has been prepared by the Attorney General's Office)

City or  County of Dodge City

<b>SECTION 1 - LICENSE TYPE</b>	
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One:	
<input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises.	
<input checked="" type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensee's premises.	

<b>SECTION 2 - APPLICANT INFORMATION</b>		
Kansas Sales Tax Registration Number (required): <u>036-480906593-F01</u>		
Name <u>Pat Morgison</u>	Phone No. <u>620-227-2935</u>	Date of Birth <u>5-19-1927</u>
Residence Street Address <u>504 Minneala Rd</u>	City <u>Dodge City</u>	Zip Code <u>67801</u>
<b>Applicant Spousal Information</b>		
Spouse Name <u>Olive Morgison</u>	Phone No. <u>620-227-2935</u>	Date of Birth <u>8-17-25</u>
Residence Street Address <u>504 Minneala Rd</u>	City <u>Dodge City</u>	Zip Code <u>67801</u>

<b>SECTION 3 - LICENSED PREMISE</b>	
<b>Licensed Premise</b> (Business Location or Location of Special Event)	<b>Mailing Address</b> (If different from business address)
DBA Name <u>WaterSports Campground &amp; Recreation LLC</u>	Name
Business Location Address <u>500 Cherry Street</u>	Address
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	City State Zip
Business Phone No. <u>620-225-8044</u>	<input checked="" type="checkbox"/> I own the proposed business or special event location. <input type="checkbox"/> I do not own the proposed business or event location.
Business Location Owner Name(s) <u>500 Cherry St Pat &amp; Olive Morgison</u>	

<b>SECTION 4 - APPLICANT QUALIFICATION</b>	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>70</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse <sup>1</sup> has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes Have <input checked="" type="checkbox"/> No Have Not
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

# *Memorandum*

*To: City Commission  
Cherise Tieben, City Manager  
From: Ken W. Strobel, City Attorney  
Date: January 15, 2014  
Subject: Tieben Employment Agreement*

At the last regular City Commission meeting on January 6, 2014, the Commission appointed Ms. Tieben to fill the position of City Manager for the City of Dodge City. The Commission also approved a contract of employment with Ms. Tieben for the position, subject however to review and clarification of certain provisions of said agreement by the City Attorney.

Attached to this Memo is a final draft of Ms. Tieben's Employment Agreement which includes language clarifying certain terms of the prior draft. None of these revisions change the basic terms of the Agreement.

If you have any questions regarding the Employment Agreement, please feel free to give me a call.

## EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made and entered by and between the City Commission of the City of Dodge City, Kansas, ("the City") and Cherise L. Tieben ("Tieben") (collectively the "Parties"):

WHEREAS, the City is in immediate need of a qualified individual to perform and fulfill the duties of City Manager for the City; and

WHEREAS, Tieben is an individual who has the education, training and experience in local government management and is presently serving as the Assistant City Manager for the City; and

WHEREAS, the Parties mutually desire to enter into this Agreement encompassing the terms and conditions of Tieben's employment by the City in the position of City Manager.

NOW, THEREFORE, THE PARTIES AGREE THAT THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS OF TIEBEN'S EMPLOYMENT BY THE CITY AS SUCH EXIST AS OF THE DATE OF THE SIGNING OF THIS AGREEMENT:

### **Section 1 - Duties**

City hereby employs Tieben as City Manager of the City of Dodge City, Kansas, to perform the functions and duties of the City Manager as set forth in the State Statutes, City Charter, Code of Ordinances and Commission directives and to perform other legally permissible and proper duties and functions as the City shall from time to time assign. The employment provided for by this Agreement shall be Tieben's sole employment. Subject to the approval of the City, which will not be unreasonably withheld, Tieben may participate in certain civic or volunteer services with the understanding that such arrangements shall not constitute interference with, nor create a conflict of interest with her responsibilities under this Agreement.

## **Section 2 - Term**

This Agreement shall remain in full force and effect until terminated by either party as hereinafter provided.

## **Section 3 - Termination**

For purposes of Section 20 of this Agreement, "termination" shall be deemed to have occurred upon the happening of any of the following:

(1) A majority of the governing body votes to terminate Tieben at a duly authorized public meeting for any reason other than proper cause based on criminal conduct, flagrant or repeated violations of City policy or other illegal activity or suspension when Tieben is ready, willing and able to perform the duties of City Manager;

(2) If the City or Legislature acts to amend any provision of the State Statutes, City Charter, or City Code, pertaining to the role, powers, duties, authority and responsibilities of the office of City Manager that substantially changes the role, powers, duties, authority and responsibility of said position, Tieben shall have the right to declare such amendments to constitute a termination;

(3) If the City reduces the base salary, deferred compensation or any other financial benefits applicable to Tieben, unless in accordance with the provisions of Section 17c. and Section 19 below or unless such reduction applies in no greater percentage than the average reduction of all department heads and fulltime employees of the City, Tieben shall have the right to declare that such reduction constitutes termination, unless otherwise provided herein;

(4) If Tieben resigns following an offer to accept her resignation, whether formal or informal, made by a City Commissioner, as representative of the majority of the governing body, at any time that Tieben is ready, willing and able to perform the duties of City Manager, then Tieben may declare a termination as of the date of such

resignation;

(5) If the City suspends Tieben with or without pay for a period of ten (10) or more business days during any calendar year, when Tieben is ready, willing and able to perform the duties of City Manager, then Tieben shall have the right to declare that such suspension constitutes termination, unless such suspension occurs as the result of a criminal investigation of Tieben or other internal investigation of allegations of wrongdoing.

(6) If the City is in breach of any provision of this Agreement and has not remedied said breach within ten (10) business days of written notice from Tieben, then Tieben may declare a termination as of the date of such notice.

#### **Section 4 - Resignation**

In the event Tieben voluntarily resigns her position with the City, she shall provide at least sixty (60) days advance notice, in writing, unless the Parties otherwise agree to a shorter notice period. In the event of such voluntary resignation or in the event Tieben abandons her position, no severance benefits will be provided as set forth in Section 20 hereof.

#### **Section 5 - Disability**

If Tieben becomes disabled or is otherwise unable to perform her duties because of sickness, accident, injury or mental incapacity, the City shall have the option to terminate this Agreement at any time following the City's granting of all applicable leave time available pursuant to the City's current FMLA policy. In the event of termination pursuant to this Section, Tieben shall also be entitled to receive severance benefits as set forth in Section 20 hereof. Tieben shall also be compensated for any accrued vacation days or other accrued benefits that, by City policy, are normally paid other employees at the time of such termination.

## **Section 6 - Salary**

City agrees to pay Tieben for her services rendered pursuant to this Agreement an annual base salary, of One Hundred Twenty-Two Thousand Dollars (\$122,000), payable in equal installments at the same time as other employees of the City are paid. Provided further that the City may increase said base salary and/or other employment benefits of Tieben's employment at any time in such amounts and to such extent as the City may determine desirable based on the annual performance evaluation as described in Section 7 below.

## **Section 7 - Performance Evaluation**

A. The governing body shall review and evaluate Tieben's performance as City Manager at least annually. Said review and evaluation shall be in accordance with criteria developed jointly by the City Commissioners and Tieben. Said criteria may be modified as the Parties may from time to time determine. The City Commission shall provide Tieben with a summary written statement of the findings of the individual evaluations of each of the City Commissioners and provide an adequate opportunity for Tieben to discuss her evaluation with the City Commission.

B. Annually, in connection with the development and adoption of the annual city budget, the City Commission and Tieben shall mutually define such performance goals and objectives as they may determine necessary for proper operation of the City and in the attainment of the City's policy objectives and shall further establish a general timeframe for the attaining of such goals and objectives.

## **Section 8 - Hours and Amounts of Work**

It is recognized that Tieben will be required to devote a great deal of time outside normal office hours to accommodate the business of the City, and to that end Tieben will be allowed to make reasonable modifications in her office hours as long as proper operations of the City are not delayed or disrupted by such modifications.

### **Section 9 - Automobile Expense Allowance**

The Parties acknowledge that the nature of Tieben's duties require that she have the use of dependable transportation at all times. Consequently, the City shall pay Tieben an automobile allowance in the amount of Four Thousand dollars (\$4,000.00) per year as compensation for the use of her own private vehicle for City business. Tieben will be responsible for all of her private vehicle expenses including but not limited to liability insurance, but shall be entitled to be reimbursed for mileage expenses associated with the use of her private vehicle for City business involving out-of-city travel.

### **Section 10 - Vacation and Sick Leave**

A. Tieben shall accrue vacation leave at the rate of 6.154 hours per pay period, for a total of four (4) weeks each calendar year. At the end of each calendar year any earned but unused vacation days will carry over to the next year and may accumulate from year to year with no limitation on the maximum number of accrued days. Upon resignation, retirement or termination Tieben shall receive payment for all accrued but unused vacation days at the date of separation.

B. Tieben shall be entitled to the sick leave benefits as provided other City fulltime employees.

### **Section 11 - Health and Life Insurance**

City shall provide and pay health and life insurance protection premiums for Tieben and her dependents under the same terms and conditions as those benefits are made available to other fulltime City employees.

### **Section 12 - Dues and Subscriptions**

City agrees to budget and to pay for the professional dues and subscriptions of Tieben necessary and desirable for her participation in national, state and local associations, as well as for her continued professional growth and advancement,

including but not limited to membership in the International City Management Association and Kansas Association of City Managers. Dues and subscriptions for other organizations shall be subject to City approval.

### **Section 13 - Cellular Telephone**

City will provide a monthly cell phone allowance to Tieben of Eight Hundred Forty Dollars (\$840.00) annually for business use of a personal cell phone.

### **Section 14 - Professional Development**

A. City agrees to budget for and to pay the registration fees, travel and subsistence expenses of Tieben for professional and official travel, meetings and other activities in order that she continue her professional development and pursue necessary City functions, including but not limited to the annual conference of the International City Management Association, the Kansas Association of City Managers, the Kansas League of Municipalities and such other national, state and local governmental groups and committees thereof which Tieben serves as a member.

B. City also agrees to pay for the travel and subsistence expenses of Tieben for such institutes, courses and seminars related to those organization referenced in Section A above.

C. City recognizes the value of having Tieben participate and be directly involved in local civic clubs and organizations. Accordingly, City shall pay for the reasonable membership fees and/or dues to enable Tieben to become or continue an active membership in up to two (2) local civic clubs or organizations.

### **Section 15 - Indemnification**

City shall defend, hold harmless and indemnify Tieben against any tort, professional liability claim or demand and any other legal action, whether groundless or otherwise, arising out of an alleged act or omission within the scope of her duties as City Manager and Tieben shall fully cooperate in the defense of any such actions.

### **Section 16 - Bonding**

City shall bear the full cost of any fidelity or other bonds required of Tieben pursuant to any law or ordinance.

### **Section 17 - Other Terms and Conditions of Employment**

A. The City, upon agreement with Tieben, shall fix any other terms and conditions of employment, as deemed necessary from time to time, provided such terms and conditions shall not be inconsistent with or in conflict with the provisions of this Agreement, the City Code or any other law.

B. Except as otherwise provided by this Agreement all provisions of the City personnel policies, rules and regulations relating to compensation, vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Tieben as they would to other fulltime City employees, and shall be in addition to the benefits enumerated specifically in this Agreement.

C. The Parties agree that during the term of this Agreement and as long as Tieben resides outside the city limits of Dodge City, the City will reduce by use of Personnel Action Form the base pay stated in Section 6 by an amount that is equal to the difference in the amount of real estate taxes actually paid and amount of taxes that would be due and owing to the City each year for the real property titled in Tieben's name, where Tieben resides, if said property were located in the city limits of Dodge City, Kansas through twenty-six (26) equal installments.

### **Section 18 - No Reduction of Benefits**

City shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Tieben, except to the degree of such a reduction across-the-board for all employees of the City or unless as otherwise agreed to by Tieben.

## **Section 19 - Retirement**

City agrees that in addition to the base salary paid by the City to Tieben, City agrees to pay an amount equal to Tieben's maximum allowed annual personal contribution as allowed by IRS regulations to a deferred compensation plan of Tieben's choice, with payments to be made in equal amounts each pay period, provided however, prior to July 31, 2015 the Parties will review and determine the amount of deferred compensation to be paid by the City after January 1, 2016, which amount shall not be less than the amount of Tieben's maximum personal contribution allowed without the "catch-up" provision being applied.

The City shall maintain Tieben's current participation in the standard Kansas Public Employers Retirement system (KPERS) and fully comply with the City's responsibilities in accordance with Kansas law.

## **Section 20 - Severance Benefits**

If an event of termination of this Agreement occurs as set forth in Sections 3 or 5 above, the City will provide a minimum severance payment to Tieben in an amount equal to nine (9) months aggregate "base salary" and benefits in effect at the date of termination, and shall continue to pay the cost of City health insurance benefits, in accordance with COBRA regulations, for twelve (12) months or until Tieben is covered under the health insurance plan of a subsequent employer or Medicare, whichever occurs first. The "base salary" and benefits payment to which Tieben is entitled may, at Tieben's option, be paid in a lump sum or in consecutive monthly installments; provided, however, that if Tieben voluntarily resigns or is terminated as the result of her conviction of any criminal act or any illegal act involving personal gain to her or abandons her position, then in that event, the City shall have no obligation to pay severance benefits.

## **Section 21 - Notices**

Notices pursuant to this agreement shall be given by mail or hand delivered as follows:

- (1) City: Mayor and City Commissioners  
c/o City Clerk  
P.O. Box 880  
Dodge City, Kansas 67801
  
- (2) Tieben: Cherise Tieben  
2414 Brock Rd.  
Dodge City, Kansas 67801

## **Section 22 - General Provisions**

A. This agreement shall constitute the entire agreement between City and Tieben.

B. If any provision, contained in this agreement is held to be unconstitutional, invalid or unenforceable, the remaining provisions of this agreement shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

C. In the event of an alleged default or breach of this Agreement, the party alleging such default or breach shall provide at least ten (10) days written notice thereof to the other party. If within such ten (10) day period, the other party has remedied the breach or default, no breach or default shall be deemed to have occurred.

D. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kansas.

## **Section 24 - Commencement Date**

This Agreement shall become binding on the Parties hereto and their heirs, assigns, executors, personal representatives and successors as the case may be, as of January 6, 2014, despite the later execution hereof.

IN WITNESS THEREOF, the City has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and Tieben has signed and executed this Agreement, the day and year indicated below.

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Kent Smoll, Mayor  
City of Dodge City, Kansas

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

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NANNETTE POGUE, City Clerk

(SEAL)

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Cherise Tieben, City Manager

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

## *Memorandum*

*To: City Commissioners*  
*From: Cherise Tieben*  
*Date: 01-15-14*  
*Subject: Development Corporation Board*  
*Agenda Item: New Business*

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**Recommendation:** Staff recommends the appointment of two members of the City Commission to the Dodge City/Ford County Development Corporation Board of Directors.

**Background:** The Dodge City/Ford County Development Corporation is a public private partnership that is governed by a Board of Directors. Due to the participation of the City of Dodge City in this organization, we are allowed to appoint two voting members to the Board of Directors. The Board meets quarterly on the third Thursday of March, June, September and November. The meetings run from noon to 1:00 p.m.

Commissioners Delzeit and Warshaw have been serving in this capacity and are willing to do so again if the Commission so wishes.

**Justification:** Fulfillment of the Dodge City/Ford County Development Corporation bylaws.

**Financial Considerations:** None

**Purpose/Mission:** Together, we value progress, growth & new possibilities by providing and preparing for the community's future.

**Legal Considerations:** None

**Attachments:** None

## **WATER CONSERVATION PLAN**

**City of Dodge City**

**DODGE CITY, KANSAS**

### **INTRODUCTION: January 2, 2014**

The City of Dodge City endeavors to ensure that its citizens are provided with a dependable water supply for our immediate use and the long term needs of the population. Construction of the well system began over 100 years ago. Our existing source of water is pumped by wells from the Ogallala Aquifer. There are fifteen wells located throughout the City used for the municipal water supply. An additional eleven well located outside the city limits are used for industrial and irrigation only. The City also has three wells that are no longer pumped, two due to contamination issues, and one well is nonoperational due to damage. We continue to explore acquisition of new water rights and there have been new well sites developed to provide supply to the expanding needs of our community. During times of drought the City has seen the system reach a level of use that would indicate our population be made aware of the resource that we access and the additional strain the higher demand has on its levels. Years where adequate rainfall occur allow the system to operate efficiently, without pressing its limits.

### **MUNICIPAL WATER CONSERVATION PLAN:**

Our primary objective in developing and utilizing a Water Conservation Plan is to maintain the City's water system to provide the necessary water for the daily activities and maintain levels in the storage facilities to aid in any emergency that may occur. The plan should also make our customers aware that conserving consumption and changing their water use habits and protect our water supply for many generations to come. The efficient use of water also has the beneficial effect of limiting or postponing water distribution system expansion and thus limiting or postponing the resultant increases in costs, in addition to conserving the limited water resource of the State of Kansas

### **WATER CONSERVATION GOALS AND PLAN**

The City of Dodge City has used an average of 5.006 million gallons per day for the years of 2010 – 2013. Included in the quantity shown below are:

1. Water sold to all residential/commercial/industrial customers.
2. Water furnished for public facilities, including public buildings, parks and zoo, swimming pools, recreational facilities, and public landscape areas being irrigated for beautification purposes.

3. Leaks in the distribution system.
4. Water used by National Beef is in addition to the 5.006 average for the City.
5. Water metered or sold for construction purposes in and around the city.

Dodge City is located in water use Region 4, in accordance to the 2010 Kansas Water Use report as published by the Kansas Department of Agriculture Division of Water Resources Office. The table below compares the City's water use history, in gallons per capita per day (GPCD), to the average GPCD for cities in Region 4.

<b>AVERAGE GPCD USE FOR PUBLIC WATER SUPPLIERS BY REGION AND SIZE</b>							
<b>KANSAS, 2007-2011</b>							
<b>REGION</b>		<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>AVERAGE</b>
Region	4	170	168	156	168	196	172
Dodge City	4	259	203	172	164	199	199
Garden City	2	196	190	179	204	226	199
Liberal	2	176	188	163	179	200	181
Hays	5	96	92	85	91	99	93
Ashland	4	215	200	213	218	276	224
Bucklin	4	175	147	139	148	175	157
Cimarron	3	387	299	258	275	313	306
Jetmore	4	185	178	171	175	222	186
Ford	4	265	295	274	249	289	274

As the average for the City of Dodge City exceeds the average for the Region and the goal previously set in 2003 for 180 GPCD<sup>2</sup>; our recent usage is down from 259 GPCD in 2007 and 203 GPCD in 2008. Efforts need to continue to improve the City's GPCD usage.

The City's 5-year average GPCD of 199 is 14% above the regional average of 172 and exceeds the goals previously set in 1994; therefore the City desires to set a water use conservation goal for usage not to exceed 170 GPCD based on the regional average of the last five years (2007 – 2011).

**Commented [c1]:** Need to research where this goal came from. I am thinking it is to low.

1. Kansas Department of Agriculture, Division of Water Resources; Kansas Municipal Water Use 2012

#### 1.0 EDUCATION:

A method of education is to continue to have the necessary information available for our citizens. As the City's water bills continue to be the post card type, a limited amount of space is available for passing along information directly to the customers. Often it is used to provide other information regarding office holidays and information not pertaining to water.

The City will be implementing the following education methods to promote conservation practices beginning in 2013.

1.1 The City water bill currently show the total number of gallons used during the billing period and usage from the previous year. This will help the customer compare and evaluate if they can improve their conservation practices.

1.2 Water Conservation tips will be provided on the water bills from April through October with the emphasis on conservative practices for residential lawn and garden care as space allows.

1.3 With the help from the City's PIO, Water Conservation articles will be submitted to local news media, including the newspaper, radio stations, city web page and television.

1.4 Each year, the City Utility Department will provide information for grade school students to help the children understand the ways they can help conserve water.

1.5 The City will display water conservation tips at the Water office and other public exposure points within the City offices.

#### 2.0 PRACTICE:

It is said that it is better to lead by example than by force. So the City will start the following practices;

2.1 The example will be set by the City of Dodge City, with conservative watering and accountability for its own watering practices.

2.2 The City will grant water conservation awards to residents who design and who maintain moderate to low water consuming landscape.

2.3 A low water use demonstration plot, including zeroscape techniques will be established by the Parks/Forestry Division showing how water conservation landscaping can be utilized in residential and commercial areas. The demonstration area will use low water demand grasses and shrubs, limited turf areas and efficient irrigation systems, as well as, use of various types of mulches suitable for the Dodge City area.

2.4 Departmental water usage reports will be distributed to all Department Heads monthly to justify water usages within their departments.

**Commented [c2]:** I do not like the water bill method. It would be better if more information could be provided to our customers.

**Commented [c3]:** Not completely sure this is possible . What would be the standards for the award.

**Commented [k4R3]:** We discussed a placard to be displayed in the yard of the recognized resident/business in conjunction with media coverage.

**Commented [k5]:** If there is an existing site, signage stating such for the public might be considered.

2.5 Irrigation of greens and tees at the golf course were converted to use reclaimed water from the water reclamation plant built in 2011.

### 3.0 MANAGEMENT:

Dodge City replaced and/or completely reconditioned all its well head meters in 1992 as part of a new utility monitoring and control system. These meters are read by the utility monitoring system continuously but also provide a monthly total readout approximately the last day of each month. The meters are also physically read and an accuracy calculation performed to make sure they are within 2% variance of the gallons pumped per the SCADA system

All residential, commercial and industrial customers are currently metered. The City has continued to replace manual read meters with radio read meters and has reached 80% completion. Any new meters installed are radio read meters to increase the efficiency of reading the meters. There is a program in place to replace meters as they are deemed unreliable or nonfunctioning.

The City's leak detection program involves the meter reader and Navaline. Obvious leaks including leaking services from meters to main are documented and repaired as quickly as circumstances allow. Leaking services from the meter to the building are the responsibility of the occupant. If discovered by the City, the occupant is notified of these leaks and required to make repairs. If the customer refuses to repair the leak after 48 hours of being notified, the City may shut-off the service and remove the meter. This will not only prevent loss of water, but in some cases will prevent damage to property other than the occupants.

Commented [c6]:

Water pressure is monitored continuously using the SCADA system at 703 W. Trail St. There are multiple points where pressure readings are taken throughout the City. These come from well sites, tower locations and the reservoir. Residential pressure is checked when an inquiry or concern is expressed by a customer.

Water use rates are set by resolution with a CPI adjustment clause requiring an automatic adjustment annually. Customers are billed for the amount of water used as well as the following base fees. Current 2013 rates are as follows:

Water Base Fee	\$7.65
Sewer Base Fee	\$15.45
Rate per 1000 gal Water	\$2.04
Rate per 1000 gal Sewer	\$2.09

#### 4.0 MANAGEMENT CONSERVATION PRACTICE

The City understands that a plentiful water supply will assure our future. With that in mind the City has been using recycled wastewater since the early 1980's. The South Reclamation area sent to irrigation pivots 1.5 billion gallons of recycled wastewater in 2012. We have expanded the use of recycled water to significant levels in the North zone of the City as well. Our Wastewater Reclamation site processed 90 MG of wastewater in 2012. This recycled water was used to irrigate Mariah Hills Golf Course and saved the emergency well #13 19 MG. These reclamation sites are beneficial to the community as a whole and vital to the preservation of our water table that has seen little to no recharge in many years.

The City wants to continue to be a good steward of water use by repairing or if at all possible preventing leaks. Our billing system provides valuable data to initiate investigation into variances of consumption within the City's system.

4.1 All source water is metered and an accuracy test will be conducted every five years beginning in 2013. Meters will be repaired or replaced as needed based on their accuracy results. Source water meters will be repaired or replaced within two weeks when malfunctions occur.

4.2 All meters for source water are read at least on a monthly basis and meters at individual service connections will be read at least once every two months.

4.3 The City currently utilizes a portion of its treated wastewater to irrigate approximately 2900 acres of farmland.

4.4 The recently constructed Water Reclamation Plant in the north part of town has been designed to supply irrigation water to the Mariah Hills Golf Course and is permitted so that other sites can be added in the future. At some point in the future, the well currently used at

Mariah Hills for irrigation will be return to emergency municipal use as it was originally permitted.

4.5 Our ongoing leak detection and repair program will continue to be utilized to target unusual consumption within the system. Our billing system is first line of defense for service lines. A closer inspection of water system will be initiated whenever the amount of unsold water exceeds 20 percent of the total source water for a four month time period beginning January, 2013.

4.6 The City may need to consider a proposal to change the City water use rate schedule. Any change will be presented to the City Commission. A proposed rate schedule with an increasing block rate will encourage conservation practices. This will create a situation which will require users to pay more if they choose to exceed a conservative use.

4.7 City irrigation systems will also need to be programmed to operate with conservation practices as a priority. Watering shall occur during early morning hours for minimal evaporation. Irrigation shall be set to eliminate water dependency. The City should encourage landscaping with drought tolerant plants.

4.8 Water sales are based on the amount of water used and the gallons are clearly stated on the bill.

#### **5.0 REGULATION:**

Dodge City currently has no specific water conservation regulations for irrigation/sprinkler systems. The following regulations for irrigations systems should be reviewed;

5.1 Regulations to control irrigation system design and installation will be considered. All plans for such systems would require City review and approval prior to installation by the Inspections and Development Services Department.

5.2 Separate meters will be required on all irrigation systems which irrigate more than 1 acre of turf.

#### **6.0 DROUGHT/EMERGENCY CONTINGENCY:**

The City of Dodge City addresses its short-term water shortage problems through a series of stages based on conditions of supply and demand with accompanying triggers, goals and actions. Each stage is more stringent in water use than the previous stage since water supply conditions are more deteriorated. The City Manager is authorized by ordinance #2914 to implement the appropriate conservation measures. The purpose of the ordinance is to provide for the declaration of a water supply watch, warning and emergency and the implementation of voluntary and mandatory water conservation measures throughout the City in the event a drought stage is declared.

The City of Dodge City requires the implementation of a drought/emergency contingency when one of the following occurs:

6.1 **STAGE 1: WATER WATCH**

The goals of this stage are to heighten awareness of the public on water conditions and to maintain the integrity of the water supply system. A water watch may be declared if one or more of the following occur.

- a. City's water storage falls below 75%.
- b. Demand for five days exceeds an average of 10.75 million gallons per day. Under a water watch the public is made aware of water conditions and is encouraged to participate in water conservation efforts.

Education Actions are as follows:

- a. The city will make news releases to the local media (print, radio, TV, online web) describing present conditions and indicating the water supply outlook for the upcoming season, along with water saving tips.
- b. Previous months summaries of precipitation, temperature, water levels and storage will be made public at the beginning of each month
- c. Water-saving tips will be displayed at the billing office as there is not room on the bill itself.

Management Actions

- a. Minimal washing of City vehicles and equipment and flushing of hydrants will be **rescheduled**.
- b. The City wells will be kept operational in regards to maintenance and equipment failure.
- c. Leaks will be repaired within 48 hours of **detection**.
- d. Reduce watering times on parks and public grounds by 10%.

6.2 **STAGE 2: WATER WARNING**

**Commented [c7]:** Is this just City Vehicles or are we asking the public to do this as well.

**Commented [k8]:** Again, pulled from previous plan, since it is grouped w/ other City actions I would say another "example" to the public with only the City vehicles.

**Commented [c9]:** What's the normal time frame.

**Commented [k10]:** Main breaks are taken care of immediately. Other leaks ie service lines are as crew permits with consideration to the level of leak and the amount of equipment/manpower required. Main breaks always trump service leaks.

The goal of this warning stage is to reduce peak demand consumption by 20% and to reduce overall consumption by 10%. In order to meet these goals, the following actions will be undertaken:

- a. When the water tower storage falls below 65% or the underground pumping station has fallen below 50%, or a mechanical failure happens at either location.
- b. Demand for a three day average exceeds 12.0 million gallons.

At this stage the following actions will be taken:

- a. Weekly news release describing existing conditions and projecting the water supply outlook for the following week.
- b. Totals for rainfall, water consumption and storage will be published weekly with a summary of temperature.
- c. Conservation tips for both inside and outside will be printed on the monthly water bill and posted on counter at City Hall.
- d. Water conservation articles will be provided to the media.

In addition, management activities by the City will include:

- a. City water supplies will be monitored daily.
- b. All leaks discovered will be repaired within 24 hours.
- c. Well # 13 and Well # 14, available for stand-by emergency use, will be prepared for service. Watering from Well #13 at the Municipal Golf Course shall be minimized. Reuse water, provided by the North Reclamation Plant, will be under restrictions only per its permit.
- d. Reduce watering on parks and public grounds to every third day not including Mariah Hills Golf Course and City athletic complexes
- e. The City will continue to observe water conservation practices, review the monthly water use for their departments and make use of the information to see where further reductions might be made.

Regulation Actions are as follows:

**Commented [c11]:** Do we really want to use peak demand.

**Commented [k12]:** I do not know if the state allows this to be one or the other, pulled from previous plan.

**Commented [k13]:** Peak demand would speak to the overall watering within the population it is the easiest most direct way to meet this number, overall consumption would apply to the public being more aware and reducing water use.

**Commented [k14]:** Radio read meters of the newest version have a log that can be pulled. It can be done manually for any meter from the previous read.

**Commented [c15]:** Do we have the capabilities of monitoring water usages more often than monthly. For instance City owned and high usage businesses around town.

**Commented [p16]:** Don't give away the reuse water if you're going to restrict the use of well 13.

**Commented [c17]:** Do we say water usage reports will be sent out to all department heads so that water usages can be monitored and high usage irrigation can be looked at .

- a. Outdoor water use, including lawn watering and car washing will be restricted to before 10:00 am and after 9:00 pm
- b. Golf course will water tees and greens after sunset.
- c. Refilling of swimming pools will be allowed one day a week after sunset.
- d. Waste of water will prohibited, water warning will be issued to customer.

**Commented [k18]:** To our knowledge the well#13 is still being utilized for watering purposes and not seeing irrigation during the heat of the day reinforces the City's conservation to public

**Commented [p19]:** We don't water the golf course during the day except for syringing greens. Under the new permit we can't water unless a staff member is present.

**Commented [c20]:** How do we enforce this.

**Commented [k21]:** The most indirect would be to depend on citizen and involve our employess on the ground to report to the dept deemed responsible for contacting citizens.compliance and the phone calls we receive as well as our crews that are out in the city daily. A door tag that notifies them of less than desirable practice could be left by anyone and as is currently the case we handle the majority of calls at PW and billing .

**Commented [c22]:** How do we enforce this. Who issues the warnings

**Commented [p23]:** What does waste of water mean.

**Commented [k24]:** At this level of consumption we put the City at an elevated risk should an event require significant water we would be pressed to meet it and if any part of the system were to fail, we would not be able to meet it.

**6.3 WATER EMERGENCY**

This measure will be triggered by any one of the following conditions:

- a. The total City storage has fallen below 55% or
- b. Demand for two days is in excess of 14.0 million gallons.

The goals of this condition are to reduce peak demands by 40% and the overall consumption by 25%. The following actions will be taken:

Education Actions will be as follows:

- a. Make daily news releases to local media describing current conditions and giving the following day's supply projections.
- b. Summaries of total rainfall, water consumption and storage will be published weekly along with average temperatures.

Management activities by the City will include:

- a. City water supply is monitored daily by the SCADA system and personell.
- b. Leaks will be repaired within 12 hours of detection.
- c. Mariah Hills – Reduce irrigation on tees and fairways to every third day. Hand water greens and reduce green structure irrigation by 10%. Eliminate irrigation from tees to fairways. All watering at the clubhouse and driving range would be shut off, until further notice.
- d. Athletic Fields – Reduce irrigation on common areas and non-essential fields to every third day. Reduce overall watering times by 10%.

- e. Parks & Public Grounds – Reduce watering times an additional 10% from previously established levels.
- f. The standby well #13 at the Golf Course will be connected to the City’s system until the emergency has passed if deemed necessary by Public Works, Parks and City Manager’s Office.

Regulation Actions are as follows:

- a. Outdoor water use will be banned.
- b. Waste of water will be prohibited. Fines will be issued as per City code.

7.0 **PROVISIONS FOR PLAN REVISION, MONITORING AND EVALUATION:**

Dodge City will continue to review its management practices on a monthly basis, reviewing totals for water pumped, water sales and water leaks. Having a continuous review of data will prevent us from falling behind on goals stated in this plan. As problems are detected, they will be corrected as soon as possible. With the intention of maintaining our goals set within this plan; the Utility Department will continue to review the water conservation practices of City Departments and pass that information to Department Heads so that they may best evaluate where they might improve their usage and practices.

**Commented [k25]:** Easily done via email.

The City of Dodge City Municipal Water Conservation Plan will be reviewed during the month of March each year and more frequently as water conditions are deemed to be under a shortage or drought conditions. If the water conservation GPCD goals for the previous year are not met, the City will review the data collected from the previous year in relationship to the status and effectiveness of the conservation practices that are outlined in our plan and will provide a status report to the Division of Water Resources (DWR) and Kansas Water Office (KWO) with our current water consumption in relation to our yearly allocations. Upon review it may be determined that additional water conservation practices may need to be taken to achieve and maintain its water use conservation GPCD goals.

# WATER DROUGHT/EMERGENCY ORDINANCE

Ordinance No. \_\_\_\_\_

An ordinance authorizing the declaration of one of three progressive stages of a water supply conservation and / or water supply shortage which shall conserve or curtail the use of water within the City of \_\_\_\_\_ (“the City”); establishing three stages of water conservation measures for the City; a water watch, warning or emergency; establishing procedures and voluntary and mandatory conservation measures; authorizing the issuance of administrative regulations; and prescribing certain penalties.

**Be it Ordained by the Governing Body of the City of \_\_\_\_\_.**

Section 1. Purpose. The purpose of this ordinance is to provide for a progressive water supply conservation program, including the declaration of a water supply watch, warning or emergency and the implementation of voluntary and mandatory water conservation measures throughout the city in the event such a watch, warning or emergency is declared by the governing body of the City.

Section 2. Definitions.

- (a) “Water”, as used in this ordinance, shall mean water available to the City of \_\_\_\_\_ for treatment by virtue of the City’s water rights, water supply, water supply contracts or any treated water introduced by the City into its water distribution system, including water offered for sale at any coin-operated site.
- (b) “Customer”, as used in this ordinance, shall mean the customer of record using water for any purpose from the City’s water distribution system and for which either a regular charge is made or, in the case of coin sales, a cash charge is made at the site of delivery.
- (c) “Waste of water”, as used in this ordinance, includes, but is not limited to:
  - (1) permitting water to escape down a, street, roadway or other surface intended for vehicle driving purposes, and / or any gutter, ditch, or other surface drain; or
  - (2) failure to repair a controllable leak of water due to defective plumbing.
- (d) The following classes of uses of water are established for the purposes of this ordinance:

**Class 1:**

Water used for outdoor watering; either public or private, for gardens, lawns, trees, shrubs, plants, parks, golf courses, playing fields, swimming pools or other recreational areas; or the washing of motor vehicles, boats, trailers, or the exterior of any building or structure.

**Class 2:**

Water used for any commercial, agricultural or industrial purposes, except water actually necessary to maintain the health and personal hygiene of bona fide employees of such businesses or interests while such employees are engaged in the performance of their duties at their place of employment.

### **Class 3:**

Domestic usage, other than that which would be included in either classes 1 or 2.

### **Class 4:**

Water necessary only to sustain human life and the lives of domestic livestock pets and maintain standards of hygiene and sanitation.

Section 3. In the event that the governing body of the City or the City's designated official determines that the City's water supply may be in subject to a shortage in supply or the governing body of the City determines there is need for conservation of City's water resources for any reason, the City may begin the progressive three (3) stage water conservation program by declaring a water watch as described in section 3(a) or, in times of need and / or duress, the governing body of the City may choose to declare any section of the program described in section 3 in effect at any time:

(a) Stage 1: Declaration of Water Watch. Whenever the governing body of the City finds that conditions indicate that the probability of a drought or some other condition causing a major water supply shortage is rising, it shall be empowered to declare, by resolution, that a water watch exists and that it shall take steps to inform the public and ask for voluntary reductions in water use. Such a watch shall be deemed to continue until it is declared by resolution of the governing body to have ended. The resolutions declaring the existence and end of a water watch shall be effective upon their publication in the official city newspaper.

(b). Stage 2: Declaration of Water Warning. Whenever the governing body of the City finds that drought conditions or some other condition causing a major water supply shortage are present and supplies are starting to decline, it shall be empowered to declare by resolution that a water warning exists and that it will recommend restrictions on nonessential uses during the period of warning. Such a warning shall be deemed to continue until it is declared by resolution of the governing body to have ended. The resolutions declaring the beginning and ending of the water warning shall be effective upon their publication in the official city newspaper. Pursuant to the approval of the Chief Engineer, Division of Water Resources, Kansas Department of Agriculture, the recommended restrictions on nonessential uses may be extended to private wells within the City limits.

(c). Stage 3: Declaration of Water Emergency. Whenever the governing body of the City finds that an emergency exists by reason of a shortage of water supply needed for essential uses, it shall be empowered to declare by resolution that a water supply emergency exists and that it will impose mandatory restrictions on water use during the period of the emergency. Such an emergency shall be deemed to continue until it is declared by resolution of the governing body to have ended. The resolutions declaring the existence and end of a water supply emergency shall be effective upon their publication in the official city newspaper. Pursuant to the approval of the Chief Engineer, Division of Water Resources, Kansas Department of Agriculture, the mandatory restrictions on water use may be extended to private wells within the City limits.

Section 4. Voluntary Conservation Measures. Upon the declaration of a water watch or water warning as provided in Sections 3(a) or 3(b), the mayor (or the city manager) is authorized to call on all water consumers to employ voluntary water conservation measures to limit or eliminate nonessential water uses including, but not limited to, limitations on the following uses:

(a) Class 1 uses of water.

- (b) Waste of water.

Section 5. Mandatory Conservation Measures. Upon the declaration of a water supply emergency as provided in Section 3(c), the mayor (or the city manager or authorized city official) is also authorized to implement certain mandatory water conservation measures, including, but not limited to, the following conservation measures:

- (a) Suspension of new connections to the City's water distribution system, except connections of fire hydrants and those made pursuant to agreements entered into by the City prior to the effective date of the declaration of the emergency;
- (b) Restrictions on the uses of water in one or more classes of water use as described in section 2(d), wholly or in part;
- (c) Restrictions on the sales of water at coin-operated facilities or sites;
- (d) The imposition of water rationing based on any reasonable formula including, but not limited to, the percentage of normal use and per capita or per consumer restrictions;
- (e) Complete or partial bans on the waste of water; and
- (f) Any combination of the measures in sections 5(a-e) as the governing body of the City or authorized city official may deem appropriate and / or necessary.

Section 6. Emergency Water Rates. Upon the declaration of a water supply emergency as provided in Section 3(c), the governing body of the City shall have the power to adopt emergency water rates by ordinance designed to conserve water supplies. Such emergency rates may provide for, but are not limited to:

- (a) Higher charges for increasing usage per unit of use (increasing block rates);
- (b) Uniform charges for water usage per unit of use (uniform unit rate); or
- (c) Extra charges in excess of a specified level of water use (excess demand surcharge).

Section 7. Regulations. During the effective period of any water supply emergency as provided for in Section 3(c), the mayor (or city manager or water superintendent or other authorized city official) is empowered to promulgate such regulations as may be necessary to carry out the provisions of this ordinance, any water supply emergency resolution, or emergency water rate ordinance. Such regulations shall be subject to the approval of the governing body at its next regular or special meeting.

Section 8. Violations, Disconnections and Penalties.

- (a) If the mayor, city manager, water superintendent, or other authorized city official or officials charged with implementation and enforcement of this ordinance or a water supply emergency resolution learn of any violation of any water use restrictions imposed pursuant to Sections 5 or 7 of this ordinance, a written notice of the violation shall be affixed to the property where the violation occurred and the customer of record and/ or any other person known to the City to be responsible for the violation and / or the correction of said violation shall be provided with either actual or mailed notice. Said notice shall describe the violation(s) and order that the noted violation(s) be corrected, cured or abated immediately or within such specified time as the City determines is reasonable for such correction, cure or abatement under the circumstances. In the event the order is not cured within the time period given in the notice, the City may terminate water service to the customer subject to the following procedures:
  - (1) The City shall give the customer notice by mail or actual notice that water service will be discontinued within a specified time due to the violation(s) and that the customer will have the opportunity to appeal the termination

- by requesting a hearing scheduled before the City governing body or a city official designated as a hearing officer by the City governing body;
- (2) If such a hearing is requested by the customer charged with the violation, the customer shall be given a full opportunity to be heard by the City governing body or the city official designated as a hearing officer by the City governing body before termination is ordered; and

The City governing body or the city official designated as a hearing officer by the City governing body shall make findings of fact and order whether service should continue or be terminated.

- (b) A fee of \_\_\_\_\_ shall be paid for the reconnection of any water service terminated pursuant to subsection (a). In the event of subsequent violations, the reconnection fee shall be \_\_\_\_\_ for the second reconnection and \_\_\_\_\_ for any subsequent additional reconnections within a \_\_\_ year period.
- (c) Violations of this ordinance shall be a municipal offense and may be prosecuted in Municipal Court. Any person so charged and found guilty in Municipal court of violating the provisions of this ordinance shall be guilty of a municipal offense. Each calendar day in which a violation is observed shall constitute a separate offense. The penalty for an initial violation shall be a mandatory fine of \_\_\_\_\_. In addition, such customer may be required by the Court to serve a definite term of confinement in the city or county jail which shall be fixed by the Court and which shall not exceed \_\_\_ days. The penalty for a second or subsequent conviction shall be a mandatory fine of \_\_\_\_\_. In addition, such customer shall serve a definite term of confinement in the city or county jail which shall be fixed by the Court and which shall not exceed \_\_\_ days.

Section 9. Emergency Termination. Nothing in this ordinance shall limit the ability of any properly authorized city official from terminating the supply of water to any or all customers upon the determination of such city official that emergency termination of water service is required to protect the health and safety of the public or for any other emergency as required or authorized by ordinance or as deemed necessity of the City by such city official or the governing body of the City.

Section 10. Severability. If any provision of this ordinance is declared unconstitutional, or the application thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and its applicability to other persons and circumstances shall not be affected thereby.

Section 11. This ordinance shall become effective upon its publication in the official city newspaper.

**Passed by the governing body this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.**

\_\_\_\_\_  
(Mayor's Signature)

ATTEST:

\_\_\_\_\_  
(City Clerk's Signature)