

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, March 20, 7:00 p.m.

MEETING #5062

CALL TO ORDER

ROLL CALL

INVOCATION BY Father Wesley Schawe of Our Lady of Guadalupe Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

Child Abuse Prevention Month 2017 Proclamation

Problem Gambling Awareness Month

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).

Great Plains Development, Inc. Annual Presentation

USD 443 Representatives – to thank them for their work with the State Basketball Tournament

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, March 6, 2017
2. Appropriation Ordinance No. 6, March 20, 2017.
3. Cereal Malt Beverage License:
 - a. Pilot Travel Centers
 - b. El Korita Restaurant

ORDINANCES & RESOLUTIONS

Ordinance No. 3652 – An Ordinance of the City of Dodge City, Kansas, granting to Zayo

Group, LLC, (ZAYO), its successors and assigns, a telecommunications franchise and prescribing the terms of said grant and relating thereto. Report by Director of Engineering, Ray Slattery.

Resolution No. 2017-08: A Resolution making certain findings and determinations as to the need for housing within the City of Dodge City, Kansas and setting forth the legal description of real property proposed to be designated as a Rural Housing Incentive District within the City (SummerlonV). Report by Special Projects Coordinator, Mollea Wainscott.

Resolution No. 2017-09: A Resolution establishing fees and rates for Water Utility Service for the City of Dodge City. Report by Director of Administration, Ryan Reid.

Resolution No. 2017-10: A Resolution establishing fees and rates for Sanitary Sewer Service for the City of Dodge City. Report by Director of Administration, Ryan Reid.

Resolution No. 2017-11: A Resolution establishing fees and rates for Solid Water Collection Service in the City of Dodge City. Report by Director of Administration, Ryan Reid.

Resolution No. 2017-12: A Resolution establishing fees and rates for Storm Water Utility Service for the City of Dodge City. Report by Director of Administration, Ryan Reid.

NEW BUSINESS

1. Approval of bids for Mastic Crack Sealing. Report by Director of Engineering Services, Ray Slattery
2. Approval of bid for Avenue A Bridge Deck Replacement. Report by Director of Engineering Services, Ray Slattery
3. Approval of bid for Installation of Solar Powered School Zone Beacons. Report by Director of Engineering Services, Ray Slattery
4. Approval of bid for Pool Climbing Wall at Longbranch Lagoon. Report by Director of Park and Recreation, Paul Lewis.
5. Approval of bid for Monoslope Shelter at Longbranch Lagoon. Report by Director of Park and Recreation, Paul Lewis.

OTHER BUSINESS

ADJOURNMENT



CASA-Children Worth Saving, Inc.
2008 1st Ave, Suite 806
PO Box 843
Dodge City, KS 67801
Phone (620) 225-1278 Fax (620) 225-0815

Child Abuse Prevention Month 2017 Proclamation

Whereas, children are key to the state's future success, prosperity and quality of life and, while children are our most valuable resource, they are also our most vulnerable; and

Whereas, children have a right to be safe and to be provided an opportunity to thrive, learn and grow; and

Whereas, child abuse and neglect can be prevented by supporting and strengthening Kansas' families, thus preventing the far-reaching effects of maltreatment, providing the opportunity for children to develop healthy, trusting family bonds; and consequently, building the foundations of communities; and

Whereas, we must come together as partners so that the voices of our children are heard by all and we are as a community extending a helping hand to children and families in need; and

Whereas, by providing safe, stable and nurturing relationships for our children, free of violence, abuse and neglect, we can ensure that Kansas' children will grow to their full potential as the next generation of leaders, helping to secure the future of this state and nation;

Therefore, I, Rick Sowers, Mayor of Dodge City, Kansas, do hereby proclaim April 2017 as Child Abuse Prevention month.

Signed

PROCLAMATION

Whereas, the National Council on Problem Gambling and the Southwest Kansas Problem Gambling Task Force have designated March 2017 as Problem Gambling Awareness Month; and

Whereas, problem gambling is a public health issue affecting millions of Americans of all ages, races, and ethnic backgrounds; and

Whereas, problem gambling has a significant societal and economic cost for individuals, families, businesses and communities; and

Whereas, problem gambling is treatable and treatment is effective in minimizing the harm to both individuals and society as a whole; and

Whereas, numerous individuals, professionals and organizations have dedicated their efforts to the education of the public about problem gambling and the availability and effectiveness of treatment; and

Whereas, the National Council on Problem Gambling and Southwest Kansas Problem Gambling Task Force invite all residents of Dodge City and Southwest Kansas to participate in National Problem Gambling Awareness Month.

Now, Therefore, I, Rick Sowers, Mayor of Dodge City, do hereby proclaim the month of March as

Problem Gambling Awareness Month

and encourage all citizens to support the National Council on Problem Gambling and the Southwest Kansas Problem Gambling Task Force in their efforts to 'Have the Conversation' with friends, family, patients and clients about gambling addiction.

Rick Sowers, Mayor

SEAL

Nannette Pogue, City Clerk



100 Military Avenue • Suite 128
 P.O. Box 1116
 Dodge City, KS 67801-1116
620-227-6406 • fax 620-225-6051
gpd@gpdionline.com • www.gpdionline.com

An EDA Economic Development District/SBA Certified Development Company

**GREAT PLAINS DEVELOPMENT, INC.
 MEMBERSHIP AGREEMENT**

BENEFITS TO CITY OF DODGE CITY

As a member county, GPDI will:

- Keep the county and your appointed members aware of GPDI's services.
- Serve as an ex-officio member of your county or local economic development corp. board.
- Answer questions about limited federal and state legislative matters.
- Provide letters of support for projects within the county.
- Research potential project funding sources.
- Keep you informed of current regional economic development information.
- Provide CDBG/RLF, E-Community and StartUp Kansas administration when applicable.
- Include county/local plans in our 28-county Comprehensive Economic Development Strategy.
- Link your web site to our updated GPDI web site.
- Give priority assistance to local businesses as GPDI prepares loan applications for federal, state, local and GPDI programs. Preparation fees are paid by the business applicant. GPDI will also provide workshops and training when available.
- Prepare grant applications for federal, state and local funding sources, such as:
 - Kansas Department of Commerce
 - Kansas Department of Health & Environment
 - Kansas Department of Transportation
 - USDA Rural Development
 - US Economic Development Administration

The fee for grant application preparation is ten percent of the grant administration allowed. As a member of GPDI, the fee is reduced to 5% of the allowable administration. The fee is due before the grant is submitted..

Membership fee is 25-cents per capita based upon the latest Kansas Statistical Abstract county information or a minimum of \$750.00, with a maximum of \$7,500.00. Membership term is calendar year 2017. Payment of \$3,750 is due upon receipt of statement.

ACCEPTED:

City of Dodge City
 P. O. Box 880
 Dodge City, KS 67801

By: _____ Title: _____ Date: _____

BUSINESS, GROWTH AND REAL JOBS IN SOUTHWEST KANSAS

Serving counties of Barber, Barton, Clark, Comanche, Edwards, Finney, Ford, Grant, Gray, Greeley, Hamilton, Haskell, Hodgeman, Kearny, Kiowa, Lane, Meade, Morton, Ness, Pawnee, Pratt, Rush, Scott, Seward, Stafford, Stanton, Stevens, Wichita. *An equal opportunity lender, provider and employer.*

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, March 6, 7:00 p.m.

MEETING #5061

CALL TO ORDER

ROLL CALL: Mayor Rick Sowers, Commissioners, Kent Smoll, and Brian Delzeit. Commissioners Jan Scoggins and Joyce Warshaw were reported absent.

INVOCATION by Father Wesley Schawe of Our Lady of Guadalupe 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).

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, February 20, 2017;
2. Appropriation Ordinance No.5, March 6, 2017.
3. Cereal Malt Beverage License

Commissioner Kent Smoll moved to approve the Consent Calendar as presented. Commissioner Brian Delzeit seconded the motion. The motion carried 3-0.

ORDINANCES & RESOLUTIONS

Ordinance No. 3651. An Ordinance Annexing to the City of Dodge City the Described Property, In Accordance with K.S.A.12-520 Et. Seq; and Providing for the Zoning Thereof was approved on a motion by Commissioner Brian Delzeit. Commissioner Kent Smoll seconded the motion. The motion carried 3-0.

Resolution No. 2017-07: A Resolution Making Certain Findings and Determinations as to the Need for Housing Within the City of Dodge City, Kansas and Setting Forth the Legal Description of Real Property Proposed to be designated as a Rural Housing Incentive District Within the City (Wagon Wheel 2) was approved on a motion by Commissioner Kent Smoll. Commissioner Brian Delzeit seconded the motion. The motion carried 3-0.

NEW BUSINESS

OTHER BUSINESS

Commissioner Kent Smoll

- There is a lot of activity going on in Ford County and surrounding counties tonight because of high winds and fires. Please keep the residents close to these fires in your prayers.

Commissioner Brian Delzeit

- Echoes Commissioner Smoll's comments and asked everyone to keep residents effected by the fires in your prayers
- Wanted to remind residents that when they have damage to their property because of a storm, fire, etc. they generally have 1 year to report the damage to their insurance company. We are coming upon a year for the damage caused by tornadoes.

Mayor Rick Sowers

- Echoed the other commissioner's comments and asked the community to keep all residents effected by fires and wind in their thoughts and prayers.
- The other two commissioners are in Topeka for Dodge City and are currently in a tornado shelter.

ADJOURNMENT

Commissioner Kent Smoll moved to adjourn the meeting. Commissioner Brian Delzeit seconded the motion. The motion carried 3-0.

Mayor

ATTEST:

Nannette Pogue, City Clerk

CORPORATE 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

SECTION 1 – LICENSE TYPE	
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 licensed premises.	

SECTION 2 – APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): 004-341953155F-001			
Name of Corporation Pilot Travel Centers LLC		Principal Place of Business 5508 Lonas Road	
Corporation Street Address 5508 Lonas Road		Corporation City Knoxville	State TN Zip Code 37909
Date of Incorporation April 19, 2001		Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name The Corporation Company		Phone No. 865-588-7488	
Residence Street Address 515 South Kansas Ave.		City Topeka	State KS Zip Code 66603

SECTION 3 – LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name Pilot Travel Center #657		Name Attn: Tax Dept.	
Business Location Address 2524 E. Wyatt Earp Blvd.		Address P.O. Box 10146	
City Dodge City	State KS	City Knoxville	State TN
	Zip 67801		Zip 37939
Business Phone No. 620-338-8888		<input checked="" type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.	
Business Location Owner Name(s) Pilot Travel Centers LLC			

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK			
List each person and their spouse, if applicable. Attach additional pages if necessary.			
Name James A. Haslam III		Position CEO	Date of Birth 03/09/54
Residence Street Address 5020 Lyons View Pike		City Knoxville	State TN Zip Code 37919
Spouse Name Susan Denise Haslam		Position N/A	Date of Birth 07/15/54
Residence Street Address 5020 Lyons View Pike		City Knoxville	State TN Zip Code 37919
Name Mitchell D. Steenrod		Position SVP & CFO	Date of Birth 07/24/66
Residence Street Address 12000 Grigsby Chapel		City Knoxville	State TN Zip Code 37934
Spouse Name Deborah Doree Steenrod		Position N/A	Age 10/12/63
Residence Street Address 12000 Grigsby Chapel		City Knoxville	State TN Zip Code 37934
Name Kenneth M. Parent		Position President	Date of Birth 05/30/58
Residence Street Address 1708 Regents Park		City Knoxville	State TN Zip Code 37922
Spouse Name Leslie Elizabeth Parent		Position N/A	Age 01/12/59
Residence Street Address 1708 Regents Park		City Knoxville	State TN Zip Code 37922

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 _____

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

SECTION 2 - APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required):		
Name MANUEL VELASCO	Phone No. (620) 253-5414	Date of Birth 11-02-65
Residence Street Address PO Box 224	City DODGE CITY	Zip Code 67801
Applicant Spousal Information		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code

SECTION 3 - LICENSED PREMISE		
Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)	
DBA Name El Korita Restaurant	Name	
Business Location Address 2001 W Wyatt Earp	Address	
City Dodge City State KS Zip 67801	City	State Zip
Business Phone No. (620) 371-6008	<input type="checkbox"/> I own the proposed business or special event location.	
Business Location Owner Name(s) Monica G Hernandez	<input type="checkbox"/> I do not own the proposed business or event location.	

SECTION 4 - APPLICANT QUALIFICATION	
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 _____ 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 ¹ 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 type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Memorandum

*To: City Commissioners
City Manager*

From: Brad Ralph/Ray Slattery 

Date: March 15, 2017

*Subject: Zayo Telecommunications
Franchise Agreement*

Agenda Item: Ordinances and Resolutions

Recommendation: Staff recommends approval of Ordinance 3652, a telecommunications franchise contract for Zayo Group, LLC..

Background: The franchise is now presented for providing of telecommunications services pursuant to state statute (K.S.A. 12-2001 *et seq.*). Last year the state legislature made several revisions to the Franchise statutes that govern telecommunications franchises with municipalities. This Franchise had previously existed with IdeaTek/Wildflower. That entity was acquired by Zayo and the small cell towers within the City are presently owned by Zayo. The franchise contract not only updates the current owner but also incorporates the statutory requirements and limitations.

The significant amendment establishes a fee of One Thousand dollars (\$1,000.00) for each new site established within the City. This is not retroactive. This revision will also be necessary within any other franchise agreements as cities may not treat entities arbitrarily or discriminate between them.

Justification: The orderly use City rights-of-way for the delivery of telecommunications services to the community.

Financial Considerations: None

Purpose/Mission: Providing a safe and secure community and improving quality of life.

Legal Considerations: The proposed ordinance has been reviewed by counsel and is compliant with state statute.

Attachments: Proposed franchise ordinance.

ORDINANCE NO. 3652

AN ORDINANCE OF THE CITY OF DODGE CITY, KANSAS, GRANTING TO ZAYO GROUP, LLC, (ZAYO), ITS SUCCESSORS AND ASSIGNS, A TELECOMMUNICATIONS FRANCHISE AND PRESCRIBING THE TERMS OF SAID GRANT AND RELATING THERETO.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS:

This Franchise Agreement (“Agreement”) is entered into as of March 20, 2017 (“Effective Date”) by and between the City of Dodge City, a municipal corporation (the “City”), and Zayo.

RECITALS

A. Zayo owns, maintains, operates and/or controls, in accordance with regulations promulgated by the Federal Communications Commission and the Kansas Corporation Commission (hereinafter “KCC”), telecommunications networks serving Zayo’s wireline customers through advanced fiber optic facilities and other wireless carrier customers through fiber-fed facilities. Such facilities are in public rights-of-way (hereinafter “ROW”), among other locations, in the State of Kansas.

B. Zayo seeks to enter the City of Dodge City’s (the “City”) ROW, and other real property of the City, to install, maintain and operate a fiber network (the “Network”), so that Zayo and/or its customers (the “Customers”) may provide data and telecommunications services to the enterprises, residents and visitors of the City and others (the “Services”).

C. Some features of the Network include, without limitation, antenna nodes, poles, equipment cabinets, underground and above ground fiber optic cable, fiber handholes and enclosures, fiber repeaters and related equipment, and will include other equipment as technology evolves, in a configuration and at locations to be filed and identified through the City permit process (“Facility” or “Facilities”).

D. Certain systems of Zayo which are specific parts or types of the Facilities, a distributed antenna system (“DAS Facility” or “DAS Facility”) may be located on streetlights, stand-alone poles, thirty party utility poles, and other structures located on or within the Public ROW or City owned property as permitted under this Agreement and will be connected to underground and above ground fiber optic cable, fiber handholes and enclosures, fiber repeaters, and related equipment.

E. Zayo desires to obtain from City as permitted by law, and City is willing to grant Zayo as required by law, the right to access the Public ROW to locate, place, attach, install, operate, use, control, repair, replace, upgrade, enhance and maintain the Facilities in a manner consistent this Agreement.

In consideration of the Recitals set forth above, the terms and conditions of this Agreement and other valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

SECTION 1 INSTALLATION OF THE NETWORK

1.1 **Permitted Installation.** Zayo may at Zayo's sole cost and expense and during the term of this Agreement, locate, construct, place, attach, install, operate, use, control, repair, replace, upgrade, enhance and maintain the Facilities subject to the terms and conditions of this Agreement. Zayo shall undertake and perform any work authorized by this Agreement in a skillful and workmanlike manner.

1.1.1 **Installation Specifications.** The installation of the Facilities shall be made in accordance with plans and specifications as may be approved by the city and after obtaining all necessary permits for all work in the ROW and/or on City property. Such approval review shall be made no later than forty-five (45) days from application date, and under exceptional circumstances the time may be extended an additional forty-five (45) days upon agreement of the Parties. The Parties understand and agree that Facilities outside of the Public ROW may require additional easements for underground fiber to connect to Network within Public ROW. Such additional easements shall be located so as not to interfere with the city's use of its property. For each installation of Facilities, Zayo shall provide to the City plans, specifications, a construction work breakdown, and anticipated construction timeframes for the installation of Facilities no later than ninety (90) days prior to the planned start of the installation. Zayo shall, at the written request of the city, attend a planning session regarding an installation proposed by Zayo. The location, depth of the fiber underground, and any other requirements shall be approved in writing by the City prior to construction of the Facilities at that specific location, approval of which shall not be unreasonably withheld, conditioned or delayed. Approval of plans and specifications and the issuance of any permits by the city shall not release Zayo from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans, specifications and/or permits. Zayo shall be responsible for notifying the city and all other relevant parties immediately upon discovery of such omissions and/or errors and with obtaining any amendments for corrected City-approved permits as may be necessary. Zayo shall be responsible for all costs associated with the permitting process, including, but not limited to, repairs and replacement of City ROW. Such permits and approval requirements detailed in this section shall not be unreasonably withheld, conditioned or delayed by the City and any conditions or requirements shall be in accordance with federal, state, and local laws.

1.1.2 **Temporary Construction.** The installation of the Facilities shall be performed in accordance with traffic control plans for temporary construction work that are approved by the City, which approval shall not unreasonably be withheld, conditioned or delayed.

1.1.3 **Construction Schedule.** If requested by the City, at least ten (10) days prior to the installation of the Facilities, Zayo shall deliver to the City a schedule for the proposed work related to the construction of the Facilities, as well as a list of the names of all agents and contractors of Zayo's authorized by Zayo to access the City ROW and City owned property on Zayo's behalf.

1.1.4 **Coordination of Work.** Zayo shall be responsible for coordination of work to avoid any interference with existing utilities, substructures, facilities and/or operations within the City's ROW. Zayo shall be the City's point of contact and all communications shall be through Zayo. Zayo shall be solely responsible for communicating with Kansas One-Call.

1.1.5 **Inspection by City.** The City shall have commercially reasonable access to inspect any work conducted by Zayo during the installation, maintenance and/or repairs of the Facilities.

1.1.6 **Other Utility Providers.** When necessary, Zayo shall coordinate with other utility providers for other needed utility services. Zayo and the city will reasonably cooperate with the other utilities providers regarding the location of any meter, pole, and other apparatuses required for each Site.

1.1.7 **Existing Utility Poles.** Zayo may attach its Facilities to an existing utility pole pursuant to a properly executed agreement with the pole owner, provided, however, that any necessary replacement of the pole in order to accommodate the attachment shall be subject to the proper exercise of the city's police powers, and in no instance shall Zayo erect a new pole within an existing aerial pole line absent the City's prior authorization.

1.2 **Compliance with Laws.** This Agreement is subject to the terms and conditions of all applicable federal, state and local Laws and the Parties shall comply with any such Laws in the exercise of their rights and performance of their obligations under this Agreement. "Laws" or "Law" as used in this Agreement means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, permits, approvals or other applicable requirements of the city or other governmental entity or agency having joint or several jurisdiction over the Parties' activities under this Agreement or having jurisdiction that is applicable to any aspect of this Agreement that are in force on the Effective Date and as they may be enacted, issued or amended during the term of this Agreement.

1.2.1 **Permits.** Zayo shall obtain any necessary encroachment permits from the City for the installation of the Network and for any other work within the City's ROW or other real property of the City, as required by the Code or State Law at K.S.A. 17-1902(N), as amended.

1.3.3 **Compliance with Permits.** All work within the City's ROW or other real property of the city shall be performed in strict compliance with all applicable Permits and all applicable regulatory requirements.

1.3.4 **Fee Increases.** If prior to the second anniversary of the date hereof, the city increases the permitting fees described in the Sections above, and if with respect to all similarly situated franchisee license agreements executed by the City in such 2-year period the franchisee or licensee is subject to a similar fee provision, then Zayo will pay to the City the increased fees as if the increased fee schedule had been in effect as of the date hereof upon being billed therefor by the City.

1.4 **Placement of Zayo Facilities.** Zayo shall coordinate the placement of its Facilities in the Public ROW in a manner that minimizes adverse impact on public improvements, as reasonably determined by the City Engineer.

1.5 **New Streetlight Poles and Existing Streetlight Poles.** It is understood that in connection with DAS Facilities, Zayo may build new stand-alone poles approximating the size of the standard street light or utility poles, including ancillary equipment for connection of antennae located on new stand-alone poles to utilities and fiber optic cable, other such facilities required for the installation of the Facilities which would comply with all encroachment and building permits, applicable City, state and federal specifications, and Laws (“New Poles”), provided however, that such new pole will not be erected on a City existing sidewalk or cause damage to a City sidewalk. The Parties agree that in areas where there are existing poles, Zayo will work with the owner of that existing pole to collocate the DAS Facility, but only when the pole owner is willing to allow such attachment and where such attachment is feasible from a safety, technical, and engineering (structural and radio frequency coverage) perspective.

1.5.1 **City Use of New Poles.** The Parties understand and agree that the city may use any New Poles for City purposes, including but not limited to streetlights and other lighting so long as such use does not interfere with Zayo’s use of its Network or Facilities. Zayo shall reasonably cooperate with the City when using the New Poles.

1.5.2 **City-Owned Lights.** Except for the installation of the lights and ancillary equipment on or in the New Poles and/or as set forth in section 1.5.3 below, Zayo shall not be responsible for maintenance, repair, or replacement of City-owned lights, light bulbs and equipment or equipment owned by third parties authorized by the City on the New Poles.

1.5.3 **Damage to New Poles.** If a new Pole falls or is damaged such that there is an imminent threat of harm to persons or property, then the city may cause the New Pole to be removed to the side of the street or a location that City believes reasonably eliminates the right of such imminent threat or harm to persons or property. Zayo shall, after written notice from the City that any New Pole has been damaged or removed, cause the New Pole to be repaired or replaced within thirty (30) days after the City’s written notice. In the case of emergency or service effecting upon written notice Zayo will repair or replace within two (2) days. The cost to repair and/or replace any New Pole, including the replacement City streetlight, bulb and ancillary equipment shall be paid by Zayo; provided, however, that if the new Pole is damaged or destroyed by the City

or a third party user that the City has given the right to use the New Pole, then the City and/or its third party user shall pay the cost to repair and/or replace the New Pole. To the extent that Zayo seeks reimbursement for a third party either directly or through applicable insurance, the City shall assign Zayo any rights the City may have against such third party for such claims.

1.6 Franchise and Permit Fees. Zayo is solely responsible for the payment of all lawful franchise and permit fees in connection with Zayo's performance under this Agreement.

1.6.1 5% Franchise Fees for all Gross Revenues. In consideration of this Franchise Agreement, Zayo agrees to remit to the City a franchise fee of five percent (5%) of Gross Revenues ("Franchise Fee"). "Gross Revenues" means revenues derived from services provided within the corporate boundaries of the City which include: (A) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (B) recurring local exchange access line services for pay phone lines provided by a telecommunications local exchange service provider to all pay phone service providers; (C) local directory assistance revenue; and (D) line status verification/busy interrupt revenue; (E) local operator assistance revenue; (F) nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills; Gross revenues shall be reduced by bad debt expenses that are attributable to Sections (A) through (F) as referenced within this Section 1.6.1. Uncollectable and late charges shall not be included within gross revenues. Zayo shall pay its Franchise Fee on the 15th day of the second month following the month in which the Gross Revenue is received. Notwithstanding the above, to the extent the definition of Gross Revenues is inconsistent with the definition of "Gross Receipts" set forth in KSA 12-2001, the definition of Gross Receipts shall control.

1.6.2 DAS Facility Permit Fee. A one-time permit and license fee of \$1,000.00 for each DAS Facility installed within the Public Right of Way of the City shall be paid to the City by Zayo. Zayo shall pay the Das Facility Permit Fee the 15th day following the month after each DAS Facility is installed within the public ROW.

1.6.3 Accounting Matters. Zayo shall keep accurate books of account at its principal office in Wichita, Kansas, or such other location of its choosing for the purpose of determining the amounts due to the City under §1.6.1 above. No more than once per year, the City may inspect Zayo's books of account relative to the application of the franchise fees required under subsection 1.6.1 of this Agreement any time during regular business hours on thirty (30) days' prior written notice and may audit the books from time to time at the City's sole expense, but in each case only to the extent necessary to confirm the accuracy of payments due under § 1.6 – 1.6.3 above. The City agrees to hold in confidence any non-public information it learns from Zayo to the fullest extent permitted by Law.

1.7 Access to the Facilities.

1.7.1 Zayo Access to Facilities for Repair. Zayo will be given reasonable access to each of the Facilities in the City ROW or City owned property for the purposes of routine installation, repair, maintenance or removal of Facilities. If any such maintenance activities have the potential to result in an interruption of any City services at the Facility, Zayo shall provide the City with a minimum of three (3) days prior written notice of such maintenance activities. Such maintenance activities shall, to the extent feasible, be done with minimal impairment, interruption, or interference to City services.

1.7.2 City Observation. Zayo shall allow a representative of the City to observe any repair, maintenance or removal work performed at the Facilities.

**SECTION 2
TERM AND TERMINATION**

2.1 Term. This Franchise Agreement shall be effective for an initial term of ten (10) years from the effective date of this ordinance. Thereafter, this franchise will automatically renew for additional one (1) year terms, unless either party notifies the other party of its intent to terminate the franchise at least ninety (90) days prior to the termination of the then current term; provided, however, if Zayo does not request termination and is operating hereunder and is not in default of its obligations hereunder, then this franchise shall not be terminated and shall continue from year-to-year as provided herein. The additional (term(s) shall be deemed a continuation of this franchise ordinance and not as a new franchise ordinance or amendment.

2.1.1 90 Day Remedy Period. If the Agreement is breached by Zayo, then the provisions of Section 8 (Default) shall govern the parties hereto.

2.2 Termination of Use. Notwithstanding Section 2.1 above, Zayo may terminate its use of any or all of the Network by providing the City with ninety (90) days prior written notice. In the event of any such termination, Zayo payment obligations to the City shall terminate simultaneously with the termination of use; provided Zayo removes its equipment and restores the Facilities, as set forth in Section 3, below, prior to the termination date.

**SECTION 3
REMOVAL AND RELOCATION**

3.1 Removal due to Public Project. Upon receipt of a written demand from the City pursuant to this Section 3, Zayo, at its sole cost and expense, shall remove and relocate any part of the Network, constructed, installed, used and/or maintained by Zayo under this Agreement, whenever the City reasonably determines that the removal and/or relocation of any part of the Network is needed for any of the following purposes: (a) due to any work proposed to be done by or on behalf of the City or any other governmental agency, including, but not limited to, any change of grade, alignment or width of any street, sidewalk or other public facility, installation of curbs,

gutters or landscaping and installation, construction, maintenance or operation of any underground or aboveground facilities used as sewers, water mains, drains, storm drains, pipes, gas mains, poles, power lines, telephone lines, cable television lines and tracks; (b) because any part of the Network is interfering with or adversely affecting the proper operation of City-owned light poles, traffic signals, or other City facilities or operations; or (c) to protect or preserve the public health and safety. The City shall cooperate with Zayo in relocating any portion of the Network removed pursuant to this Section 3.1 in a manner that allows Zayo to continue providing service to its customers, including, but not limited to, expediting approval of any necessary permits required for the relocation of that portion of the Network relocated under this Section 3.1. No permitting or other fees may be charged by the City for a removal occurring under this Section.

3.2 Removal Due to Termination. No later than 160 days after termination of this Agreement pursuant to the provisions of this Agreement, Zayo shall, at its sole cost and expense, remove the Network or the terminated portion thereof and, if such removal disturbs the locations or adjacent property Zayo will restore to its original conditions, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by Zayo to the Facility or adjacent property, or as otherwise required by the City. For New Poles, Zayo shall install a new streetlight or facility as directed by City's Public Works Director, or his or her designee. Alternatively, Zayo shall abandon the Network, or any part thereof, in place and convey it to the City if either the City or Zayo elects to do so.

3.3 Abandonment. In the event Zayo ceases to operate and abandons the Network, or any part thereof, for a period of ninety (90) days or more, Zayo shall, at its sole cost and expense and within the time period specified in Section 3.2, vacate and remove the Network or the abandoned part thereof. If such removal disturbs the Facility or adjacent property, Zayo shall also, at its sole cost and expense, restore the Facility or adjacent property to its original conditions, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by Zayo to the Facility or adjacent property. Alternatively, the City may allow Zayo, in the City's sole and absolute discretion, to abandon the Network, or any part thereof, in place and convey it to the City.

3.4 No Relocation Compensation. The parties understand and agree that neither the City nor Zayo are entitled to compensation for any relocation of its Network that may be required under Section 3.1 Zayo is not entitled to relocation assistance or any other compensation or benefits under the Uniform Relocation Assistance Act or any other applicable provision of law upon termination of this Agreement.

SECTION 4 MAINTENANCE AND REPAIR

4.1 **Electricity Use.** Zayo shall pay for the electricity and other utilities services it consumes in its operations at the rate charged by the servicing utility company.

4.2 **Maintenance and Repair.** Zayo shall, at Zayo’s sole cost and expense, perform all maintenance and repairs reasonable needed to maintain the Network in good condition and neat and orderly appearance, and in compliance with all applicable Laws. In the event any part of the Network requires replacement because such part cannot be repaired, Zayo shall, at Zayo’s sole cost and expense, replace the irreparable part of the Network. Zayo shall not cause rubbish, garbage or debris on or around its Network or the Facilities and shall not permit rubbish, garage or debris to accumulate on or around in any enclosed areas around the Facilities. If the City gives Zayo written notice of a failure by Zayo to maintain the Facilities, Zayo shall use its best efforts to remedy such failure within forty-eight (48) hours after receipt of such written notice.

4.3 **Appearance.** Zayo shall cooperate with the City on all issues of aesthetics and appearance. Zayo shall follow all legally binding City policies, state and local ordinances with respect to aesthetics. This includes, but is not limited to, historic site and/or locations of significant importance. All locations of DAS systems must be aesthetically approved by the City Engineering Department, in a manner consistent with other approvals within these Restrictions.

4.4 **Repair of ROW.** Zayo shall be responsible for any damage, ordinary wear and tear excepted, to street pavement, existing facilities and utilities, curbs, gutters, sidewalks, landscaping, and all other public or private facilities, to the extent caused by Zayo’s construction, installation, maintenance, access, use, repair, replacement, relocation, or removal of the Network in the City’s ROW. Zayo shall promptly repair such damage and return the City’s ROW and any affected adjacent property to a safe and satisfactory condition to the City in accordance with the City’s applicable street restoration standards or to the property owner if not the City. Zayo’s obligations under this Section 4.4 shall survive for one (1) year past the completion of such reparation and restoration work and return of the affected part of the City’s ROW by Zayo to the City.

4.5 **Bond.** Zayo shall provide a bond in the amount of \$1,000,000.00 during the construction of the Network to represent the estimated cost of Zayo’s construction obligations under Sections 3 and 4 of this Agreement, which the City may require Zayo to increase from time to time to reflect the reasonable estimated cost of performing such obligations, to secure performance of Zayo’s obligations under Sections 3 and 4.

**SECTION 5
TAXES**

5.1 **Taxes.** Zayo agrees that it will be solely responsible for the payment of any and all taxes, fees and assessments levied on its ownership, use and maintenance of the Network and this Agreement. Pursuant to Section 79-5a01 *et seq.* of the Kansas Revenue and Taxation Code, the City hereby advises, and Zayo recognizes and understands, that Zayo’s use of the City’s ROW,

the New Poles, and/or other non-ROW city property and facilities may create a possessory interest subject to real property taxation and that Zayo may be subject to, and responsible for, the payment of real property taxes levied on such interest. Zayo will cooperate with the Ford County Appraiser in providing any information necessary for the Appraiser to make a property tax determination. Zayo reserves the right to challenge any such assessment, and the City agrees to cooperate with Zayo in connection with any such challenge.

**SECTION 6
INDEMNIFICATION**

6.1 **Indemnity.** Zayo shall indemnify, defend, and hold harmless the City, its City commissioners, officers and employees, agents, and contractors, from and against liability, claims, demands, losses, damages, fines, charges, penalties administrative and judicial proceedings and orders, judgments, and the costs and expenses incurred in connection therewith, including reasonable attorneys’ fees and costs of defense to the extent resulting from activities undertaken by Zayo pursuant to this Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the City, its commissioners, officers, employees, agents or contractors or any third party. The City shall promptly notify Zayo of any claim, action or proceeding covered by this Section 6.1.

6.2 **Waiver of Claims.** Zayo waives all claims, demands, causes of action, and rights it may assert against the City on account of any loss, damage, or injury to any portion of the Network, or any loss or degradation of the services provided by the Network resulting from any event or occurrence except for any loss, damage, or injury to any portion of the Network, or any loss or degradation of the services provided by the Network resulting from the gross negligence or willful misconduct of the City.

6.3 **Limitation of City’s Liability.** The City will be liable, if at all, only for the cost of repair to damaged portions of the Facilities arising from the negligence or willful misconduct of City, its employees, agents, or contractors. The City, its agents, officers, employees, or contractors, shall not be liable for any damage from any cause whatsoever to the Facilities, specifically including, without limitation, damage, if any, resulting from the City’s maintenance operations adjacent to the Facilities or from vandalism or unauthorized use of the Facilities, except to the extent such damage is caused by the negligence or willful misconduct of City, its agents, officers, employees or contractors. The City will in no event be liable for indirect or consequential damages.

6.4 **Limitation of Zayo’s Liability.** In no event shall Zayo be liable for indirect or consequential damages in connection with or arising from this Agreement, or its use of the Network, New Poles, and ROW or other City real property.

**SECTION 7
INSURANCE**

7.1 **Minimum Insurance Requirements.** Zayo shall obtain and maintain at its sole cost and expense for the duration of this Agreement insurance pursuant to the terms and conditions described in this Section.

(a) **Minimum Insurance.** Zayo shall at all times during the term of this Agreement, carry, maintain, and keep in full force and effect, insurance as follows:

(i) **General Liability:** A policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$2,000,000 combined single-limit per-occurrence for bodily injury, personal injury, death, loss and property damage resulting from wrongful or negligent acts by Zayo. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(ii) **Automobile Liability:** A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of \$1,000,000 combine single-limit per accident for bodily injury and property damage covering any vehicle utilized by Zayo in performing the work covered by this Agreement.

(iii) **Workers' compensation and Employer's Liability:** Workers' compensation limits as required by the Labor Code, and Employer's Liability limits of \$1,000,000 per accident.

(b) **Deductible and Self-Insured Retentions.** Any deductibles or self-insured retentions shall not exceed \$25,000; provided, however, if Zayo's insurance policy expressly provides (i) that the insurer is required to pay covered claims with no deduction for all or any part of the Zayo's deductible, and (ii) insurer's obligation to pay covered claims is triggered irrespective of whether or not the insured pays the deductible, the Zayo's deductible shall not exceed \$100,000 for Comprehensive General Liability Insurance, \$100,000 Comprehensive Vehicle Liability Insurance and \$250,000 for Workers' Compensation and Employer's Liability coverage.

(c) **Other Insurance Provisions.** The policies shall contain, or be endorsed to contain, the following provisions:

(i) **General Liability and Automobile Liability Coverage.**

(1) The City, and its elected and appointed council members, board members, commissioners, officers and officials (the "Insureds") shall be named as additional insureds on all required insurance policies, except for Workers' Compensation and Employer's Liability policies.

(2) Zayo's insurance coverage shall be primary insurance as respects the Insureds with respect to the matters covered by this Agreement. Any insurance

or self-insurance maintained by the Insureds shall be in excess of Zayo's insurance and shall not contribute with it.

(3) Any failure of Zayo to comply with reporting provisions of the policies shall not affect coverage provided to the Insureds.

(4) Zayo's insurance shall apply separately to each of the Insureds against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Each of the Insureds is subject to all policy terms and conditions and has an obligation, as an Insured, to report claims made against them to the insurance carrier.

(ii) **Workers' Compensation and Employer's Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the Insureds for losses arising from work performed by Zayo in the City's ROW.

(iii) **All Coverages.** Except for non-payment of premium, each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled or reduced in coverage or limits by the insurer except after thirty (30) days' prior written notice has been given to the City. If for any reason insurance coverage is canceled or reduced in coverage or in limits, Zayo shall within two (2) business days of notice from the Insurer, notify the City by phone or fax of the changes to or cancellation of the policy and shall confirm such notice via certified mail, return receipt requested.

(d) **Acceptance of Insurers.** Insurance shall be placed with insurers with an A.M. Best rating of no less than A-: VII.

(e) **Verification of Coverage.** Zayo shall furnish the City with certificates of insurance required by this Section 7. The certificates for each insurance policy are to be signed by a person, either manually or electronically, authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences.

(f) **Secondary Parties.** In the event Zayo hires any subcontractors, independent contractors or agents ("Secondary Parties") to locate, place, attach, install, operate, use, control, replace, repair or maintain the Network, Zayo shall require the Secondary Parties to obtain and maintain insurance commensurate to the work such Secondary Parties perform.

SECTION 8 DEFAULT

8.1 Default.

8.1.1 **Defined.** A “Default” shall be deemed to have occurred under this Agreement if a party fails to cure such within ninety (90) days after written notice specifying such breach, provided that if the breach is of a nature that it cannot be cured within ninety (90) days, a default shall not have occurred so long as the breaching party has commenced to cure within said time period and thereafter diligently pursues such cure to completion.

8.1.2 **Remedies.** Upon the failure of a party to timely cure any breach after notice thereof from the other party and expiration of the above cure periods, then the non-defaulting party may, subject to the terms of Section 6.3 (Limitation of Liability), terminate this Agreement and pursue all remedies provided for in this Agreement and/or any remedies it may have under applicable law or principles of equity relating to such breach.

8.2 **City Termination Right.** In addition to the remedies set forth in Section 8.1.2, the City shall have the right to terminate this Agreement if (i) the City is mandated by law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of the Facilities from the public right of way: or (ii) if Zayo’s licenses are terminated, revoked, expired, or otherwise abandoned. Such termination rights shall be subject to Zayo’s rights to just compensation, if any, for any taking of a protected property right.

8.3 **No waiver.** A waiver by either party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of any breach of covenant or other matters subsequently occurring.

8.4 **Interest.** If Zayo fails to make any payment under this Agreement when due, such amounts shall accrue interest from the date such payment is due until paid, including accrued interest, at an annual rate of ten percent (10%) or, if lower, the highest percentage allowed by law.

SECTION 9 INTREFFERENCE

9.1 **Non-Interference with Non-Public Safety Communications Systems.** Zayo shall operate the Network in a manner that will not cause interference with City non-public safety communications systems and to the services and facilities of other licensees or lessees of City property located at or near the Facilities that were in operation prior to the installation of the Network or that are in operation prior to any modifications Zayo may make to the Network.

9.2 **Non-Interference with Public Safety Communications Systems.** Zayo’s Network and Facilities shall not cause interference with public safety communications systems operated by City or any other public agency, regardless of the date such systems or any Facilities cause interference with the City’s use of the New Poles for their intended purpose as streetlights, traffic lights, and/or stand-alone light poles.

9.3 **Correction of Interference.** If such interference with the Facilities described in Sections 9.1 and 9.2 occur, Zayo shall, upon receipt of written notice thereof from City, immediately commences commercially reasonable, diligent, efforts to correct or eliminate such interference. If such interference cannot be corrected by Zayo to the reasonable satisfaction of City within the cure period set forth for in the City’s notice, which notice shall not be less than ninety (90) days, such interference shall be deemed a material breach under this Agreement and

City may terminate this Agreement. Interference caused by actions of Zayo's Customer(s) remains the responsibility of Zayo. If the interference is an emergency or a danger to public health and safety, the City shall be entitled to require correction in a time period necessary to avoid the emergency or public health and safety issue.

SECTION 10

MISCELLANEOUS PROVISIONS

10.1 **Nonexclusive Use.** Zayo acknowledges that this Agreement does not provide Zayo with exclusive use of the City's ROW or any municipal facility and that City retains the right to permit other providers of communications services to install equipment or devices in the City's ROW and on municipal facilities. The parties hereto specifically agree that all such franchises issued to telecommunications providers shall be competitively neutral and not unreasonable or discriminatory in nature.

10.2 **Notices.** All notices which shall or may be given pursuant to this Agreement shall be in writing and served by (1) electronic mail; and (2) personally served or transmitted through first class United States mail, or by express mail providing for overnight delivery, postage prepaid, to the following address or such other address of which a party may give written notice:

City: City of Dodge City
806 N. 2nd Ave.
PO Box 880
Dodge City, KS 67801
Attention: City Manager

Zayo: Zayo Group, LLC
1805 29th Street
Boulder, CO 80301
Attn: General Counsel

Such notice shall be deemed made when personally delivered; if mailed via first class U.S. Mail, such notice shall be deemed made three (3) calendar days after the date of deposit in the U.S. Mail, if mailed via express/overnight mail, such notice shall be deemed made two (2) calendar days after the date of deposit in a designated overnight delivery mailbox or other like facility. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10.3 **Sublease/Assignment.** If Zayo assigns, sublets, enters into a franchise license or concession agreement, changes ownership of the Network or voting control of Zayo, mortgage, encumber, pledge, hypothecate or other transfer (including any transfer by operation of law this Agreement or any interest therein) Zayo will provide notice of a transfer within a reasonable time.

10.4 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successor, assigns and transferees.

10.5 Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. All prior and contemporaneous agreements, representations, negotiations, and understandings of the parties, oral or written, relating to the subject matter hereof are merged into and superseded by this Agreement. Any modification or amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any provisions, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit either party to provide a waiver in the future except to the extent specifically set forth in writing. No waiver shall be binding unless executed in writing by the party making the waiver.

10.6 Severability. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision or provisions shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect the validity of the remaining portions of this Agreement.

10.7 Governing Law. This Agreement shall be interpreted and enforced according to, and the parties' rights and obligations governed by, the domestic law of the State of Kansas or applicable federal law, without regard to laws regarding choice of applicable law. Any proceeding or action to enforce this Agreement, or otherwise directly related to this Agreement shall occur in the state courts located in Ford County, Kansas.

10.8 Survival of Terms. All of the terms and conditions in this Agreement related to payment, removal due to termination or abandonment, indemnification, limits of City's liability, attorneys' fees and waiver shall survive termination of this agreement.

10.9 Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only. They are not a part of this Agreement and shall not be used in construing this Agreement.

10.10 Drafting. The parties agree that this Agreement is the project of joint draftsmanship and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wording or language of any kind shall not be construed against the drafting party.

10.11 Execution in Counterparts. This Agreement may be executed in one or more identical counterparts and all such counterparts together shall constitute a single instrument for the purpose of the effectiveness of this Agreement.

10.12 Authority to Execute This Agreement. Each person or persons executing this Agreement on behalf of a party, warrants and represents that he or she has the full right, power, legal capacity and authority to execute this Agreement on behalf of such party and has the authority to bind such party to the performance of its obligations under this Agreement without the approval or consent of any other person or entity.

10.13 **No Warranty by the City.** The City makes no representations or warranties regarding the suitability, condition or fitness of the locations for the installation, maintenance or use of the New Poles or the Facilities.

10.14 **Agreement Applicable Only to the Facilities.** This Agreement shall not be construed to permit construction, installation, maintenance or use of Facilities on any property other than the Facilities.

10.15 **No Abrogation of Legal Responsibilities.** The City's execution of this Agreement shall not abrogate, in any way, Zayo's responsibility to comply with all permitting requirements or to comply with all Laws with respect to its performance of the activities permitted under this Agreement.

10.16 **Contractual Interpretation.** In the interpretation and application of its rights under this Franchise Agreement, the City will act in a reasonable, non-discriminatory, and competitively neutral manner in compliance with all applicable federal, state, and local laws and regulations.

10.17 **Effective Date of Ordinance.** This Ordinance shall be effective upon its final passage and publication as required by law.

ADOPTED AND PASSED by the Governing body of the City of Dodge City, Kansas, this
20th day of March, 2017.

City of Dodge City, KANSAS

By: _____
Rick Sowers, Mayor

ATTEST:

Zayo Group, LLC

By: _____

Memorandum

*To: City Manager
City Commissioners*

*From: Mollea Wainscott
Special Projects Coordinator*

Date: 3/14/17

Subject: RHID – Summerlon V

Agenda Item: Resolution No. 2017-08

Recommendation: Staff recommends adoption of Resolution 2017-08, which permits the submittal of a proposed Rural Housing Incentive District (RHID) to the Kansas Secretary of Commerce for approval.

Background: In 2008, the City commissioned a Housing Needs Analysis, which reflected a critical shortage of housing available in the community. In 2009, the City Commission adopted a Resolution providing for several incentive programs in order to encourage housing development in the City. The RHID was identified as one of those programs. The program has captured the attention of several developers, locally and statewide. In 2015, the City commissioned another Housing Needs Analysis taking into consideration the progress that had developed since the 2008 Analysis. The latest Analysis continued to reflect a major shortage of housing. The establishment of this RHID will provide the incentive needed to entice developers to and in our community.

Justification: Housing continues to be a constant challenge in the Dodge City area. Establishment of the RHID is necessary in order to address the City's critical housing shortage.

Financial Considerations: None at this time. However, if utilized, the financial consideration would be dependent upon each independent development agreement.

Purpose/Mission: To provide adequate housing in order for the City to accommodate present and future growth.

Legal Considerations: None

Attachments: Resolution No. 2017-08

RESOLUTION NO. 2017-08

A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AS TO THE NEED FOR HOUSING WITHIN THE CITY OF DODGE CITY, KANSAS AND SETTING FORTH THE LEGAL DESCRIPTION OF REAL PROPERTY PROPOSED TO BE DESIGNATED AS A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY. (SUMMERLON V)

WHEREAS, K.S.A. 12-5241 et seq. (the “Act”) authorizes any city incorporated in accordance with the laws of the state of Kansas (the “State”) with a population of less than 60,000 located in a county with a population of less than 80,000, to designate rural housing incentive districts within such city; and

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein; and

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the “Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and

WHEREAS, if the Secretary agrees with such findings, such city may proceed with the establishment of a rural housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

WHEREAS, the City of Dodge City, Kansas (the “City”) has an estimated population of 27,340, is located in Ford County, Kansas, which has an estimated population of 33,848 and therefore constitutes a city as said term is defined in the Act; and

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated May 2015 (the “Needs Analysis”), a copy of which is on file in the office of the City Clerk; and

WHEREAS, based on the Needs Analysis, the Governing Body of the City proposes to commence proceedings necessary to create a Rural Housing Incentive District, in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas, as follows:

Section 1. The Governing Body hereby adopts and incorporates by this reference as part of this Resolution the Needs Analysis, a copy of which is on file in the office of the City Clerk, and based on a review of said Needs Analysis makes the following findings and determinations.

Section 2. The Governing Body hereby finds and determines that there is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.

Section 3. The Governing Body hereby finds and determines that the shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.

Section 4. The Governing Body hereby finds and determines that the shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.

Section 5. The Governing Body hereby finds and determines that the future economic well-being of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

Section 6. Based on the findings and determinations recited in *Sections 2* through *5* of this Resolution, the Governing Body proposes to establish a Rural Housing Incentive District pursuant to the Act, within boundaries of the real estate legally described in *Exhibit A*, attached hereto, and shown on the maps depicting the existing parcels of land contained in *Exhibit B*, attached hereto (the "District").

Section 7. The City Clerk is hereby directed to publish this Resolution one time in the official City newspaper, and to send a certified copy of this Resolution to the Secretary of Commerce for the Secretary's review and approval.

Section 8. This Resolution shall take effect after its adoption and publication once in the official City newspaper.

Approved this 20th day of March 2017 and signed by the Mayor.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

Resolution No. 2017-08
Exhibit A

A-21

Lots 1-7 of Block 1, Lots 1-21 of Block 2, Replat of Summerlon Addition, Phase V, City of Dodge City, Ford County, Kansas

Resolution No. 2017-08
Exhibit B



Memorandum

To: City Manager
From: Ryan Reid
Date: March 20, 2017
Subject: Utility Service Rates
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of: Resolution No. 2017-09, setting fees for the water utility; Resolution No. 2017-10, setting fees for the sanitary sewer service, Resolution No. 2017-11, setting fees for solid waste collection; and Resolution No. 2017-12, setting fees for the storm water utility service for the City of Dodge City.

Background: In March of 1992 the City Commission adopted Ordinance No. 2997 that sets forth an annual review of utility rates. Rates for utility service are set by the City Commission through adoption of the appropriate ordinance. City Code requires the commission to review rates annually to ensure adequate income is received to cover operational maintenance, capital and debt requirements. At a minimum, the rates for each utility shall be adjusted by the amount of increase in the Consumer Price Increase, (CPI), for the Midwestern part of the U.S. The CPI is tabulated by the Bureau of Labor Statistics in Kansas City, KS. Information received from the Bureau in December, 2016, indicates that the Dodge City area had an annual increase of 1.8% in 2016. From this figure, the City of Dodge City will base their increase for water, wastewater, solid waste services and drainage for 2017. The increase in the water rate is 1.8% and the base fee will increase 1.8%. The sewer rate will increase by 1.8% and the sewer monthly service charge will increase by 1.8%. Both the solid waste and drainage fees have a proposed increase of 1.8%. Both the Resolution establishing rates for water and the Resolution establishing rates for sanitary sewer include a section that allows the City to charge one and one half the rate for service outside the city limits. To date, the City has not charged the one and one half rate for services outside the city limits.

Justification: The fee increases are part of an annual review of the fees to ensure adequate income is received to cover the costs of operation, capital and debt.

Additional Information: All fees including Industrial fees have been increased for the sanitary sewer fund. This will include the negotiated rates charged to National Beef and Mid-America Washout.

Financial Considerations: As the operational costs increase, the fees will keep pace to cover the costs of operations, debt payments and capital costs. We continue to make sure the wastewater revenues are adequate to cover future bond payments.

Purpose/Mission: On-going improvement of the City's utility systems

Legal Considerations: None

Attachments: 1. Resolutions; 2. Spreadsheet that illustrates current rates vs. proposed rates; 3. a list of rates from other similar size cities in Kansas.

RESOLUTION NO. 2017-09

A RESOLUTION ESTABLISHING FEES AND RATES FOR WATER UTILITY SERVICE FOR THE CITY OF DODGE CITY.

WHEREAS, for the peace, health, safety, and welfare of the citizens of Dodge City, it is deemed necessary for the City to provide water utility service to its citizens; and

WHEREAS, it is necessary for each and every resident using the water utility of Dodge City to pay a fair and equitable share of the cost of operation for said utility; and

WHEREAS, Chapter 15, Article I, Section 123 requires the rates for water usage by all residents of the City to be set annually by Commission Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas, that the following shall be the fee schedule for Water Utility Service in Dodge City.

Section 1: REPEAL: Resolution 2016-06; adopted on the 21st day of March, 2016, is hereby repealed.

Section 3: RATES ESTABLISHED:

A. Fees for residents within the corporate limits of the City of Dodge City:

New Service Connection Fee	\$26.00
New service connection fee	\$52.00
After normal business hours, Saturdays, Sundays and Holidays	
Monthly Base Fee	\$ 8.32
Cost per thousand Gallons water	\$ 2.23
Kansas Water Protection fee	
Per thousand gallons water	\$.032

Sales Tax for Commercial Accounts
No Sales Tax on Residential Service

B. Fees for the residents within the service area of the City of Wright shall be the same as those listed above, plus any additional fees that were established when the City of Wright was originally provided with water service through the City of Dodge City's Water Utility.

- C. Fees will be one and one half times outside the corporate limits of Dodge City or the area serviced by the Wright Improvement District.

Section 4: LATE FEE: All bills for utility services furnished by the City are payable as specified under Chapter 15, Article I, Section 124. Failure to pay the total utility bill on the required date will result in a charge equal to 10% of the bill.

Section 5: DELINQUENCY FEE: a delinquency fee of \$40.00 will be charged to the past due account if not paid by the reminder due date

Section 6: RESTORATION OF SERVICE AFTER DISCONTINUANCE: Should the utility services be discontinued for being delinquent as outlined in Chapter 15, Article 1, Section 127, service shall be restored upon the payment of all rates, charges, penalties, and delinquency fees due. An additional charge for restoring service on Saturdays, Sundays and holidays is \$15.00.

Section 7: A fee of \$25.00 shall be charged to shut off water service for repair.

Section 8. New utility service applications will be required to provide a current signed and dated lease agreement prior to utility service being granted. The lease agreement will have the current lessee's name that is applying for utility service plus the landlord's name, address and phone number. The lease agreement shall be signed by both parties with current dates. Copies of the lease agreement will be required. If the applicant is delinquent for prior utility services, all delinquent accounts shall be paid and current before utility services is granted.

Section 9. EFFECTIVE DATE: The rates specified hereinabove shall be come effective during the month of April, 2017 as appropriate and upon its adoption by the City Commission and publication in the official City newspaper.

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, this 20th day of March, 2017.

Mayor

ATTEST:

Nannette Pogue, City Clerk

RESOLUTION NO. 2017-10

A RESOLUTION ESTABLISHING FEES AND RATES FOR SANITARY SEWER SERVICE FOR THE CITY OF DODGE CITY.

WHEREAS, for the peace, health, safety, and welfare of the citizens of Dodge City, it is deemed necessary for the City to provide wastewater collection and treatment service to its citizens; and

WHEREAS, such wastewater collection and treatment services includes residential, commercial, and industrial users; and

WHEREAS, Federal Regulations require that all users pay a fair and equitable share of the collection of wastewater and for the costs of treatment plant construction, operation and maintenance, and replacement costs.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas, that the following shall be the fee schedule for Sewer Service in Dodge City.

Section 1: REPEAL: Resolution 2016-07 adopted on the 21st day of March, 2016 is hereby repealed.

Section 2: SEWER USE FEES:

Sewer use fees to pay for the cost of collection and treatment of wastewater, for operation and maintenance of the wastewater collection and treatment system and for the cost of replacement of components of the system shall be established, as set forth herein below:

2.1 Residential Customers

Monthly Service charge	\$16.73
Monthly volume charge per 1,000 gallons	\$2.26

2.2 Mobile Home Parks served by master meter (s)

Monthly service charge	\$16.73
Master meter monthly accumulative reading, Q, multiplied by \$2.23 per 1,000 gallons	A= (Q) (2.26) (1000)
Total Bill =	T= \$16.73 + A

2.3 Commercial Customers with wastewater having strengths not exceeding 300 mg/1 of five day biological oxygen demand (BOD) or 700 mg/1 of total dissolved solids (TDS) per day:

Monthly service charge	\$16.73
Monthly volume charge per 1,000 gallons	\$2.26

2.4 Industrial Customers and Commercial Customers exceeding the BOD and TDS limits set forth in 2.3 hereinabove but not using the City sewer system:

Monthly service charge	\$16.73
Monthly volume charge per 1,000 gallons	\$2.26
Monthly 5 day BOD charge per lb.	\$0.1176
Monthly TDS charge, per lb.	\$0.0724

2.5 Industrial Customers and Commercial customers exceeding the BOD and TDS limits set forth in 2.3 hereinabove and who use the City sewer system shall pay both a monthly service charge, and a monthly volume and strength charge as specified:

Monthly service charge	\$16.73
Monthly volume charge	\$2.26
Monthly 5 day BOD charge per lb.	\$0.1176
Monthly TDS charge, per lb.	\$0.0724

The calculation of the strength charges for BOD and TDS shall be made as follows:

$$SBOD = V_s \times 8.34 \times CBOD \times BOD$$

$$STDS = V_s \times 8.34 \times CTDS \times TDS$$

$$ST = SBOD + STDS$$

Where:

SBOD shall be the strength charge attributable to 5 day biochemical demand

STDS shall be the strength charge attributable to the Total Dissolved Solids

V_s shall be the wastewater volume in million gallons

8.34 shall be the weight of water, pounds per gallon

CBOD shall be the unit charge for 5 day Biochemical Oxygen Demand in dollars per pound

CTDS shall be the unit charge for Total Dissolved Solids in dollars per pound

BOD shall mean five day BOD in mg/l

TDS shall mean Total Dissolved Solids in mg/l

- 2.7 National Beef, which is an industrial customer, has negotiated the following rate to discharge a high volume of wastewater that may exceed the limits allowed for industrial customers. The rate is based on a daily discharge of wastewater regardless of flow.

Volume charge regardless of flow per month	\$1,260.43 per million gallons
BOD ₅ > 2,889,866 lbs. per month	\$0.0325 per pound above parameter
TSS > 2,281,046 lbs. per month	\$0.0325 per pound above parameter
TDS > 1,521,238 lbs. per month	\$0.0325 per pound above parameter
O&G > 1,155,946 lbs. per month	\$0.0325 per pound above parameter

- 2.8 Mid-America Washout, which is an industrial customer, has negotiated the following rate to discharge a high volume of wastewater than may exceed the limits allowed for industrial customers. The rate structure is based on a daily discharge of 50,000 gallons of wastewater.

Volume charge if flow <= 1.5 million gallons per month	\$1,640.23 per million gallons
Volume charge if flow >1.5 million gallons per month	\$2,460.35 per million gallons
BOD > 25,020 lbs. per month	\$ 0.0581 per pound above parameter
TSS > 20,016 lbs. per month	\$ 0.0581 per pound above parameter
TDS > 13,448 lbs. per month	\$ 0.0581 per pound above parameter

- 2.7 Fees will be one and one half times outside the corporate limits of Dodge City.

3.0 OTHER TYPES OF CONTRIBUTORS

Any person desiring to use the wastewater treatment system by transporting liquid matter to said system by a means other than through the sewer system may do so if the quantity, quality, type, and character of the liquid waste to be deposited in the system is of a type permitted under the laws of the City, and consists solely of organic or biodegradable waste from septic tanks and cesspools.

Such fees shall be based on two factors, a flat fee designed to pay for testing and the cost of administration and billing and a volume charge.

To simplify the administration and accounting for the material dumped, the volume charge will be based on the total volume of the tank used, rather than a measurement of the actual volume of

material in the tank. The OMI staff has the right to measure any tank to determine the volume if there is any question about the reported volume.

The septage disposal fee shall be as follows:

Flat fee for administration and testing	\$37.15
Volume charge	\$ 0.1591 per gallon

4.0 EXTRA MONITORING FOR HIGH STRENGTH WASTES

When regulations require monitoring of wastewater from any user, whether for extra strength or for high discharges, that user shall pay a monitoring charge consisting of all costs for personnel, materials and equipment necessary to collect and analyze samples of the wastewater and shall also pay an additional administrative charge of 10% of the cost of collection and analysis.

5.0 PERMIT APPLICATION FEES

All applicants required to obtain a Wastewater Contribution Permit shall pay permit fee, at the time their application is filed with the City, of \$100.00 to cover the costs of checking and processing said Application. No application shall be accepted by the City unless the fee is paid at the time of filing.

6.0 EFFECTIVE DATE: The rates specified hereinabove shall be come effective during the month of April, 2017 as appropriate and upon its adoption by the City Commission and publication in the official City newspaper.

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, the 20th day of March, 2017.

Mayor

ATTEST:

Nannette Pogue, City Clerk

RESOLUTION NO. 2017-11

A RESOLUTION ESTABLISHING FEES AND RATES FOR SOLID WASTE COLLECTION SERVICE IN THE CITY OF DODGE CITY

WHEREAS, for the peace, health, safety, and welfare of the citizens of Dodge City, it is deemed necessary for the City to provide Solid Waste Collection service to its citizens; and

WHEREAS, such Solid Waste Collection services includes both scheduled and non-scheduled garbage, refuse and trash pickup and disposal, and;

WHEREAS, because of current Ford County Landfill regulations, yard waste must be separated from municipal solid waste, now requiring the City to make separate collections, and;

WHEREAS, it is necessary for each and every citizen of the City of Dodge City to pay a fair and equitable share of the cost of this Solid Waste Collection Service.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas:

Section 1: REPEAL: Resolution 2016-08; adopted on the 21st day of March, 2016, is hereby repealed.

Section 2: SERVICE TO DWELLINGS:

2.1 Dwellings shall include all single family residences, duplexes, or two family dwellings. Fees for dwellings shall be \$17.32 per month per dwelling plus an additional fee of \$1.34 per month per dwelling for recycling and the handling of disposal of household hazardous wastes.

2.2 Multiple family dwellings shall be all residential buildings, except hotels or motels, having three (3) or more separate living units. Fees for multiple family dwellings shall be \$17.32 for the first dwelling unit and \$11.68 for each additional dwelling unit plus an additional fee per month per unit of \$1.34 for recycling and the handling of disposal of household hazardous wastes.

2.3 Special fees. In addition to the base rates provided herein above, special fees shall be charged in those cases where the Sanitation Department personnel shall be required to collect such items as refrigerators, stoves, furniture, etc., and large accumulations of trash or metal. In addition, trash placed by either the poly-kart or dumpster will also be subject to an additional charge.

2.4 Commercial rate. The commercial rate will apply to landlords, contractors, or any other type of business that would require pick up of large accumulations of trash

Special fees for some items are as follows:

ITEM	FEE
Refrigerators	\$5.00 plus any fee for disposal of compressor or refrigerant
Freezers	\$5.00 plus any fee for disposal of compressor or refrigerant
Air Conditioners	\$5.00 plus any fee for disposal of compressor or refrigerant
Stoves, dishwashers or other white goods	\$5.00 per item
Metal goods	\$5.00 per item
Furniture, Mattresses, Carpet, or other large household items	\$5.00 per item
Bagged or loose trash not in poly-kart or dumpster	\$1.00 per 40 lb. Bag
Should there be more than three (3) items placed at curb for special pickup, these items will be considered as a bulky accumulation and subject to that charge.	
Trees and other large brush accumulations and other bulky large accumulations	Minimum of \$25.00 per load plus \$12.50 per hour plus landfill charges
Alley Cleanup	Minimum of \$25.00 per load plus \$12.50 per hour plus landfill charges
Late Pickup	A \$2.00 charge for pickup of items and karts not placed at the curb by 7:00 a.m. on the scheduled day for pickup
Commercial Rates as follows:	
Large accumulations of brush, loose or bagged household trash, and other bulky large accumulations	\$40.00 per load plus \$25.00 per hour plus landfill fees
Special Cleanup Fee	\$100 per hour equipment fee plus \$25 per hour staff fee plus landfill charges and any other costs associated to the cleanup

Section 3. SERVICE TO HOME OCCUPATIONS

Home occupations and similar activities, but not including child care facilities shall pay \$17.32 per month fee for the residence and shall also pay an additional \$17.32 per month fee for service to the home occupation. Such home occupations shall also pay an additional \$1.34 each for the residence and for the home occupation for recycling and the handling and disposal of household hazardous wastes.

Section 4. SPECIAL CONDITIONS

Any special conditions not included in the above rate schedule shall be determined by the Superintendent of Public Works, subject to the approval of the Governing Body.

Section 5. YARD WASTE

As the Ford County Landfill requires that all yard wastes be separated from solid waste and that all yard wastes cannot be bagged, the City of Dodge City requires all residents desiring to have their yard waste disposed of by the City shall rent a container, provided by the City, for a cost of \$2.77 per month. Residents may dispose of yard waste by bagging the waste. Bags may not weigh more than 40 lbs. when full. Crews will pick up the bags for \$1.00 per bag.

Section 6. EFFECTIVE DATE: The rates specified hereinabove shall be come effective during the month of April, 2017 as appropriate and upon its adoption by the City Commission and publication in the official City newspaper.

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, the
20th day of March, 2017.

Mayor

ATTEST:

Nannette Pogue, City Clerk

RESOLUTION NO. 2017-12

**A RESOLUTION ESTABLISHING FEES AND RATES FOR STORM WATER
UTILITY SERVICE FOR THE CITY OF DODGE CITY.**

WHEREAS, for the peace, health, safety, and welfare of the citizens of Dodge City, it is deemed necessary for the City to provide Storm Water Utility Service to its citizens; and

WHEREAS, it is necessary for each and every resident of the City of Dodge City to pay a fair and equitable share of the cost of operation for said utility; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas, that the following shall be the fee schedule for Storm Water Utility Service in Dodge City.

Section 1: REPEAL: Resolution 2016-09; adopted on the 21st day of March, 2016, is hereby repealed.

Section 2: RATES ESTABLISHED:

All properties are assessed \$1.24 per Drainage Unit per month. A Drainage Unit Has been established by Charter Ordinance No. 33.

Section 3. EFFECTIVE DATE: The rates specified hereinabove shall be come effective during the month of April, 2017 as appropriate and upon its adoption by the City Commission and publication in the official City newspaper.

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS this the 20th day of March, 2017.

Mayor

ATTEST:

Nannette Pogue, City Clerk

2016 Utility Rates versus 2017 Utility Rates

	<u>2016</u>	<u>2017</u>
<u>Water:</u>		
Base Fee	\$8.17	\$8.32
Per 1000 gallon charge	\$2.19	\$2.23
<u>Sewer:</u>		
Base Fee	\$16.43	\$16.73
Per 1000 gallon charge (Residential, Commercial and Industrial)	\$2.22	\$2.26
<u>Industrial and Commercial exceeding BOD & TDS limits</u>		
Monthly 5 day BOD charge per lb.	\$0.1155	\$0.1176
Monthly TDS charge, per lb.	\$0.0711	\$0.0724
<u>Septage Disposal Fee</u>		
Flat fee for the administration and testing	\$36.490	\$37.15
Volume charge, per gallon	\$0.1563	\$0.1591
<u>National Beef</u>		
Volume charge regardless of flow per month per million gallons	\$1,238.14	\$1,260.43
BOD5 > 2,889,866 lbs per month - per pound above parameter	0.0319	\$0.0325
TSS > 2,281,046 lbs per month - per pound above parameter	0.0319	\$0.0325
TDS > 1,521,238 lbs per month - per pound above parameter	0.0319	\$0.0325
O&G > 1,155,946 lbs. per month - per pound above parameter	0.0319	\$0.0325
<u>Mid-America Washout</u>		
Volume charge if flow <= 1.5 mil gallons per month - per mil gal.	\$1,611.23	\$1,640.23
Volume charge if flow > 1.5 mil gallons per month - per mil gal.	\$2,416.85	\$2,460.35
BOD > 25,202 lbs. per month - per pound above parameter	\$0.0571	\$0.0581
TSS > 20,016 lbs. per month - per pound above parameter	\$0.0571	\$0.0581
TDS > 13,448 lbs. per month - per pound above parameter	\$0.0571	\$0.0581
<u>Solid Waste:</u>		
Refuse Pickup	\$17.01	\$17.32
Recycling Fee	\$1.32	\$1.34
Additional Unit	\$11.47	\$11.68
Grass Cart	\$2.72	\$2.77
<u>Drainage</u>		
Per Unit Fee	\$1.22	\$1.24

All other fees Remain the same

	<u>NEW SERVICE FEE</u>	<u>RECONNECT</u>	<u>SHUT OFF FOR REPAIR</u>	<u>Amount of Water</u>	<u>Rates</u>	<u>Base Rate Water</u>	<u>Sewer Rates</u>	<u>Base Rate Sewer</u>	<u>Trash Rates</u>	<u>Yard Waste</u>	<u>RETURN CHECK FEE</u>
Garden City											
Residential	\$25.00 deposit	\$15.32	n/c	0-15,000	ICL \$1.80 OCL \$3.60	ICL \$11.15 OCL \$22.30.00 3/4" mtr	ICL \$2.00 per 1000 gal	\$7.00 base fee	23.00 per month	no yard waste	\$25.00
	\$15.00 service fee	ELECTRIC IN TWO WEEK THEY SHUT OFF WATER	n/c after hrs	15,001-30,000	ICL \$2.05 OCL \$4.10	ICL \$12.65 OCL \$25.30 1" mtr	new occupant/multi users \$23.00		\$11.00 per additional	goes with trash	
				30,001-60,000	ICL \$2.45 OCL \$4.90	ICL \$15.15 OCL \$30.30 1 1/2" mtr	multi user \$19.00		Multi Units (3 or more)		
	after hours \$75.00 + \$25.00 deposit +\$15.00 service fee	THEN HAS TO PAY ANOTHER DEPOSIT OF \$25.00		60,001 and over	ICL \$3.00 OCL \$6.00	ICL \$23.90 OCL \$47.80 2" mtr			\$23.00 per month		
						ICL \$42.65 OCL \$85.30 3" mtr	OCL all rates double				
						ICL \$61.15 OCL \$122.30 4" mtr					
						ICL \$80.15 OCL \$160.30 6" mtr					
						ICL \$130.15 OCL \$260.30 8" mtr					
Commercial	\$35.00 deposit	\$15.00	n/c	no tier	Inside city limits \$1.86		\$2.00 per 1000 gal	\$12.00 base fee			
	\$15.00 service fee		n/c after hrs		Outside city limits \$3.72		OCL - all rates double				
							new occupant \$32.00				
	after hours \$75.00 + \$25.00 deposit +\$15.00 service fee										
Liberal											
Residential & Commercial	\$20.00	\$30.00	\$20.00	first 3,000 gal	\$8.78		\$11.00 first 3,000 gal		\$12.80 per month	50 bags \$9.00	\$30.00
		no after hrs reconnect	\$30.00	additional 1,000 gal	\$3.41		\$3.75 each additional 1,000 gal		\$25.00 per month commercial		
							\$32.00 for new customer with no average				
Hays											
Residential & Commercial	\$150.00 deposit	\$24.00	NC	100 cubic feet	ICL \$2.31 OSL \$3.92 100 cubic feet	ICL \$11.11 OCL \$18.88 5/8" mtr.	ICL \$3.27 OSL \$5.53 100 cubic feet	ICL \$8.07 OCL 13.70 5/8" mtr	\$15.20 per month	\$1.05 per tag	\$25.00
	refund after two years				ICL \$4.62 OSL \$7.85 100 cubic feet Conservation tier	ICL \$20.16 OCL \$34.27 3/4" mtr.		ICL \$14.63 OCL \$24.87 3/4" mtr	\$7.60 per additional		
	have elapsed good credit	after hrs	\$30.00		ICL \$9.24 OSL \$15.72 100 cubic feet Conservation tier 2 Residential only	ICL \$29.21 OCL \$49.64 1" mtr		ICL \$21.19 OCL \$36.02 1" mtr			
					ICL \$12.84 OSL \$21.82 100 cubic feet Conservation tier 2	ICL \$47.31 OCL \$80.43 2" mtr		ICL \$34.34 OCL \$58.39 1 1/2" mtr			
					Warning of water emergency (Residential only)	ICL \$92.57 OCL \$157.37 2" mtr		ICL \$67.20 OCL \$114.22 2" mtr			
						ICL \$137.82 OCL \$234.29 3" mtr		ICL \$100.06 OCL \$170.05 3" mtr			
						ICL \$228.33 OCL \$388.16 4" mtr		ICL \$165.74 OCL \$281.76 4" mtr			
						ICL \$454.60 OCL \$772.82 6" mtr		ICL \$330.00 OCL \$560.98 6" MTR			
								No City Water			
								ICL \$38.47 OCL \$65.38			
Derby											
Residential & Commercial	\$25.00	\$30.00	\$30.00		2,000 or less (base rate) \$19.49	\$19.49	\$22.99 customer who have not est an average	\$15.71 base fee	no city trash	no city yard	\$40.00
	no after hours turn on	no after hours turn on			2,001-6,000 \$ 3.89		\$1.63 per 1,000				
					6,001 - 10,000 \$ 4.44		commercial	commercial each month consumption			
					10,001 - 20,000 \$ 5.11		\$ 1.63 per 1,000	sewer based on following			
					20,001 - 40,000 \$ 5.91			less than 5,000 gal. \$ 33.57			
					more than \$40,000 \$ 6.89			5,001 to 10,000 gal. \$ 47.00			
								10,001 to 25,000 gal. \$ 67.13			
								25,001 to 50,000 gal. \$100.71			
								50,001, to 75,000 gal. \$134.26			
								75,001 to 100,000 gal. \$167.84			
								more than 100,000 gal. \$234.96			
Dodge City											
Residential & Commercial	\$26.00 service fee	\$40.00	\$25.00	1000 gal	\$2.19 per 1000 gal	\$8.17	\$2.22	\$16.43	\$18.33	\$2.72	\$20.00
	\$52.00 after hours service fee	\$53.00 after hours							Additional trash \$11.47		

Memorandum

*To: City Manager
City Commissioners*

*From: Tanner Rutschman, E.I.
Civil Engineer*

Date: March 20, 2017

*Subject: Application of Mastic Crack Sealant,
ST 1703*

Agenda Item: New Business



Recommendation: Approve the proposal from Stripe & Seal, LLC for the Application of Mastic Crack Sealant in the amount of \$65,000. They proposed to apply the most Mastic, 5,909.1 gallons, for the funding available.

Background: This project will perform preventative maintenance of several asphalt streets in the City. This maintenance consists of filling large transverse cracks with Mastic material to prevent water from percolating through the cracks and into the sub-grade. Please see the attached map that depicts the area of town that will receive mastic crack sealant.

Justification: This project will maintain the street infrastructure in the form of preventative maintenance and extend the service life of the streets.

Financial Considerations: The the Aplication of Mastic Crack Sealant will cost \$65,000. \$50,000 will go towards crack sealing City Streets and \$15,000 will go towards the Dodge City Raceway Park Parking Lot. Funding of this project will come from the Special Streets Fund as well as Why Not Dodge Funds.

Purpose/Mission: The completion of this project will adhere to our core value of 'Ongoing Improvement' by maintaining our street infrastructure in an acceptable condition and extending the life of streets repaired under this project.

Legal Considerations: By approving the bid with Stripe & Seal, LLC, the City will enter into a contract with Stripe & Seal, LLC, and be responsible to make payments to Stripe & Seal, LLC for the completed work.

Attachments: A map showing the area of town proposed to receive mastic and the bid tabulation for Strip & Seal, LLC and Sweeney's Pavement Maintenance which includes the Engineers' estimate is attached.

PROPOSED AREA TO APPLY MASTIC CRACK SEALANT



Memorandum

*To: City Manager
City Commissioners*

*From: Tanner Rutschman, E.I.
Civil Engineer*

Date: March 20, 2017

*Subject: School Zone Improvements, ST 1705
Agenda Item: New Business*



Recommendation: Approve the quote from L & S Electric, LLC for School Zone Improvements in the amount of \$59,059. They propose to begin installing the new signal improvements this June and have them completed within 30 days.

Background: This project will include the installation of 8 solar powered flashing 20 mph school zone beacons (5 around Comanche Middle School and Bright Beginnings & 3 around Ross Elementary) and an upgrade of a signalized pedestrian crossing to a HAWK beacon signal.

Justification: The completion of this project will improve safety for students in and around these school zones through increased awareness of the school zone speed limits and school crossings.

Financial Considerations: These school zone improvements will cost \$59,059. Due to insufficient funds in this years budget and an increased need resulting from student safety concerns, funding of this project will be supplied up front from USD 443 for which the City will reimburse over future years.

Purpose/Mission: This project follows the City's core value of endeavoring to provide a safe and secure workplace and community.

Legal Considerations: By approving the bid from L & S Electric, LLC, the City will enter into a contract with L & S Electric, LLC, and be responsible to make payments to L & S Electric, LLC for the completed work.

Attachments: The quote tabulation for L & S Electric, LLC and Phillips Southern Electric Co., Inc. which includes the Engineer's estimate.

**CITY OF DODGE CITY, KANSAS
QUOTE TABULATION**

PROJECT: School Zone Improvements

PROJECT #: ST 1705

QUOTE 03/10/17

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
BASE QUOTE					
1	Solar School Zone Beacon, Installed	EACH	7	\$ 6,000.00	\$ 42,000.00
2	HAWK Signal Upgrade	L.S.	1	\$ 15,000.00	\$ 15,000.00
ALTERNATE					
1	Solar School Zone Beacon, Installed	EACH	1	\$ 6,000.00	\$ 6,000.00

BASE QUOTE \$ 57,000.00
 ALT QUOTE \$ 6,000.00
 TOTAL \$ 63,000.00

CONTRACTOR: L & S Electric LLC		CONTRACTOR: Phillips Southern Electric Co., Inc	
ADDRESS: P.O. Box 1701		ADDRESS: 650 E. Gilbert	
CITY: Salina	STATE: Kansas	CITY: Wichita	STATE: Kansas
ZIP: 67401		ZIP: 67211	
LOW BIDDER			
UNIT PRICE	CONTRACT AMOUNT	UNIT PRICE	CONTRACT AMOUNT
\$5,683.00	\$ 39,781.00	\$ 6,400.00	\$ 44,800.00
\$13,595.00	\$ 13,595.00	\$ 12,860.00	\$ 12,860.00
\$5,683.00	\$ 5,683.00	\$ 6,400.00	\$ 6,400.00

BASE QUOTE \$ 53,376.00
 ALT QUOTE \$ 5,683.00
 TOTAL \$ 59,059.00

BASE QUOTE \$ 57,660.00
 ALT QUOTE \$ 6,400.00
 TOTAL \$ 64,060.00

BID SECURITY N/A
 START DATE 6/1/2017

BID SECURITY N/A
 START DATE 6/5/2017

Memorandum

*To: City Manager
City Commissioners*
*From: Ray Slattery, P.E.
Director of Engineering Services*
Date: March 14, 2017
Subject: Bids for Ave. A Bridge Deck Replacement; ST 1608
Agenda Item: New Business

Recommendation: Approve the bid from Building Solutions, LLC in the amount of \$160,681.50 for the Avenue A Bridge Deck Replacement.

Background: This Bridge is located near the intersection of Ave. A and Plains St., just south of the hospital. In the past couple of years the existing metal decking has rusted to a point that it has failed. The Public Works Department has patched the metal decking and repaired the pavement. But this has become a maintenance issue. General Obligation Bonds (GOB) were issued for this project in 2016 as part of the 2016 Street Program. With this project the super structure of the bridge will be sandblasted and painted. New metal decking will be installed and a reinforced concrete deck will be placed. The approaches to the bridge will also be replaced along with some drainage flume improvements on either end of the bridge.

Justification: This project is needed to maintain a safe and vital traffic way within the City of Dodge City. It will also reduce maintenance issues that take the Public Works Dept. away from other duties. It has been a number of years since the super structure has seen any maintenance, with this project we will be able to extend the life of this bridge.

Financial Considerations: Funding for this project will be from the 2016 GOB's which have already been secured. There is \$350,000 budgetted for this project. The contract with Building Solutions, LLC will be in the amount of \$160,681.50.

Purpose/Mission: This project aligns with two of the City's Core Values. Those are "Safety", together we endeavor to provide a safe and secure workplace and community. Also, "Ongoing Improvement", together we value progress, growth & new possibilities by providing and preparing for the community's future.

Legal Considerations: By approving the bid from Building Solutions, LLC, the City will enter into a contract with Building Solutions, LLC and be responsible to make payments to Building Solutions, LLC for the completed work.

Attachments: The bid tabulation which includes the bidders for the project along with the Engineer's Estimate



Parks and Recreation

PO Box 880

• Dodge City KS 67801 •

Phone: 620/225-8160 •

Fax: 620/225-8144

Memorandum

To: Cherise Tieben, City Manager
City Commissioners

From: Paul Lewis, Parks & Recreation Director 

Date: March 16, 2017

Subject: Long Branch Lagoon Climbing Wall

Agenda Item: New Business

RECOMMENDATION: Staff recommends approval of the proposal from Aquaclimb in the amount of \$16,762 for the purchase of an Aquaclimb Classic Plus climbing wall for Long Branch Lagoon.

BACKGROUND: Planned for inclusion at Long Branch Lagoon in 2017 is a climbing wall to be installed in the 50 meter pool. The proposed wall would be a 3 panel high by 3 panel wide wall capable of accommodating two climbers simultaneously (1 wide x 4 high shown.) The wall will be installed by staff along the south edge of the 50 meter pool.

An RFP for the climbing wall was published and proposals were submitted on March 14th. Four firms submitted proposals and a tabulation of the submittals is attached below.

JUSTIFICATION: This project provides another feature/amenity to the Long Branch Lagoon park. Climbing walls have been very popular in other facilities and this provides one more attraction that serves multiple age groups.

FINANCIAL CONSIDERATIONS: The cost for this feature was estimated at \$27,500. Funds are available in the Long Branch Lagoon operating budget.



Proposals were requested for an AquaClimb Classic Krystal or Kersplash Crystal Clear system. AquaClimb proposed the base model Classic but offered a voluntary option of the Classic Plus. The Classic Plus includes molded panels that represent the look and feel of actual rock. Those panels can be rotated and rearranged to provide changing climbing paths. That versatility and appearance of the system will be valuable over the life of the system and represents a better value for the money.

PURPOSE/MISSION: This purchase is consistent with the City's Core Value of Ongoing Improvement.

LEGAL CONSIDERATIONS: N/A

ATTACHMENTS: Proposal Summary

Dodge City Parks & Recreation Proposal Summary

LBL Climbing Wall

March 14, 2017

Bidder	Manufacturer	Addenda	Proposal Amount	Delivery	Notes
Sterling West	Aquaclimb	1,2	17,260.00	May 1	
Recreonics	Kersplash	1	20,558.92		No delivery listed
Aquaclimb	Aquaclimb		15,995.15	May 1	Alt. Plus model @ \$16,762
BSN Sports	Kersplash		32,869.88		No delivery listed



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Memorandum

To: Cherise Tieben, City Manager
City Commissioners

From: Paul Lewis, Parks & Recreation Director 

Date: March 16, 2017

Subject: Long Branch Lagoon Shelter

Agenda Item: New Business

RECOMMENDATION: Staff recommends approval of the proposal from Athco in the amount of 21,425.00 for the purchase of a monoslope shelter for Long Branch Lagoon.

BACKGROUND: As a part of the agreement with Leisure Corp for the Heritage Project, it was agreed the City would provide an amphitheater structure suitable for outside concerts as part of the Long Branch Lagoon project. This work was originally considered under the construction project but due to cost and timing issues, it was determined the City could implement the project more effectively on our own.

The design for this project includes a raised platform area in the northeast corner, inside Long Branch Lagoon. The structure will be a 30' x 20' single slope structure constructed from tube steel with a metal panel roof. Other work includes sidewalks and a segmented block wall along the front elevation of the platform. Electrical capacity will be provided to support outdoor entertainment events.



An RFP for the structure was published and proposals were submitted on March 14th. Six firms submitted proposals and a tabulation of the submittals is attached below.

JUSTIFICATION: This project provides multiple benefits to Long Branch Lagoon. In addition to concerts, this structure provides additional shade space for daily use during the swim season, a covered area for meetings and trainings, and added rentable space for birthday parties and various corporate events.

FINANCIAL CONSIDERATIONS: The budget estimate for this project is \$40,000. Staff is soliciting quotes for concrete and flat work and will install the segmented block wall with in-house labor. Funds for the project are available in the Growth Fund.

PURPOSE/MISSION: This purchase is consistent with the City's Core Value of Ongoing Improvement.

LEGAL CONSIDERATIONS: N/A

ATTACHMENTS: Proposal Summary

Dodge City Parks & Recreation Proposal Summary

Monoslope Shelter RFP

March 14, 2017

Bidder	Manufacturer	Addenda	Option 1 Shelter Only	Option 2 Shelter + Install	Delivery
Sterling West	Superior	No	32,978.00	54,667.00	9 weeks
Athco	Coverworx	1	21,425.00	45,374.00	8-10 weeks
Fifthroom		1	48,779.00	No Bid	6-8 weeks
ABCreative		1	27,400.00	33,750.00	8-10 weeks
Play by Design	Cedar Forest Products	1	38,470.00	29,670.00	May 1
Fry & Assoc.	CRS Inc	1	22,785.00	34,285.00	10-12 weeks