

Diane Stoddard

From: kathlyn.adair@gmail.com on behalf of Kris Adair <kris.adair@wickedbroadband.com>
Sent: Wednesday, August 20, 2014 11:48 AM
To: David L. Corliss
Cc: Diane Stoddard; Toni Wheeler; Jeremy Farmer; Michael Dever; Bob Schumm; Terry Riordan; Mike Amyx
Subject: Wicked Broadband Proposed Ordinances
Attachments: Loan Guarontee Ordinance - CWC.pdf; Streamlined Utilities Management Ordinance - CWC.pdf

Dave,

After consulting with our attorney on the proposed language for the upcoming meeting on September 9, we have come up with the attached language.

We've included two ordinances, the first includes the rule changes and in kind support that we've requested. The second includes the requested loan guarantee.

We don't feel a complete and detailed contract would lend itself to a productive discussion of the project. The proposed language directs staff to work with CWC to draft agreements which can then be placed on the consent agenda.

We are very happy that the City is considering our proposal so carefully and are looking forward to the meeting on September 9.

Sincerely,

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Kris Adair
Owner / Operator
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Wicked Broadband - a Native American Woman Owned Small Business

CITY ORDINANCE NO. _____

AN ORDINANCE DIRECTING CITY ADMINISTRATION TO PROPOSE A
LOAN GUARANTEE FOR COMMUNITY WIRELESS COMMUNICATIONS
CO.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF
LAWRENCE, KANSAS:

The City Administration is directed to propose a method by which the City can effectively and legally guarantee a loan in the amount of \$1,000,000 from a commercial lender to Community Wireless Communications Co. in compliance with the cash-basis law located at K.S.A. Chapter 10, Article 11, and other relevant law.

Passed by the governing body this 9th day of September, 2014.

Mike Amyx, Mayor

ATTEST:

City Clerk

Approved as to form and legality:

CITY ORDINANCE NO. _____

AN ORDINANCE DIRECTING CITY ADMINISTRATION TO REVISE AND STREAMLINE THE CITY'S RELATIONSHIP WITH COMMUNITY WIRELESS COMMUNICATIONS CO.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAWRENCE, KANSAS:

1. JUSTIFICATION. Community Wireless Communications Co. ("CWC") provides communication utility services to citizens of the City of Lawrence under the Wicked Broadband brand.
 - 1.1. These products serve public interests, including the provision of Electronic 911 and other public safety infrastructure, to citizens of the City of Lawrence.
 - 1.2. These products promote the general welfare of the City of Lawrence and provide infrastructure essential to future economic development.
 - 1.3. CWC is the only provider in Lawrence that pays a franchise fee on data services. This payment was offered voluntarily and in good faith.
 - 1.4. CWC services have occasionally been interrupted due to construction or delays from public utilities or other City franchise holders.
 - 1.5. Many of these interruptions can be mitigated through an improved relationship and communications process between the city and CWC.
 - 1.6. CWC desires to coordinate with the City to ensure continuity of vital communication services to the citizens of Lawrence.

2. COORDINATION OF PERMITS, CONSTRUCTION, AND CONTINUITY OF SERVICE. The City and CWC shall coordinate to ensure continuity of service to CWC customers.
 - 2.1. In order to ensure uninterrupted communication services to citizens, the City shall communicate with CWC not less than 14 days prior to beginning planned construction work, and without delay when unanticipated work arises.
 - 2.2. The City shall coordinate with CWC to present a proposal allowing CWC to install, replace, and maintain utility poles where reasonably necessary to ensure continued service.

- 2.3. Should City activities interfere with CWC's normal access to power, the City shall take measures to ensure CWC's access to the site to and allow the installation of solar panels, changing of batteries, or access to suitable alternative power.
- 2.4. Should a pole be removed or an installation site changed in such a manner that CWC no longer has access to attachments or continuous utility power, or should a site be damaged by wind, lightning, an automobile accident or other force majeure event, a mechanism shall be negotiated to allow CWC to install a permanent installation to prevent long term interruption of service to its customers.

- 3. MODIFICATION OF FRANCHISE AGREEMENT. The City Administration shall coordinate with CWC to prepare a modification to the existing Franchise Agreement, and shall contemplate issues including:
 - 3.1. A waiver of first \$20,000 Franchise Fees each year for a period of 5 years starting quarter three of 2012
 - 3.2. Access to existing City Fiber, at least 12 strands in each existing fiber run where technically feasible, for a lease term of 20 years, including co-location of splice boxes where technically feasible.
 - 3.3. Access to at least 24 strands in any new deployment of City-owned fiber.
 - 3.4. Right to Splice City Fiber under City Supervision with a prescribed procedure and reasonable fees.

Passed by the governing body this 9th day of September, 2014.

Mike Amyx, Mayor

ATTEST:

City Clerk

Approved as to form and legality:
