

ABILENE CITY COMMISSION - STUDY SESSION AGENDA
ABILENE PUBLIC LIBRARY - 209 NW FOURTH STREET
July 7, 2015 - 7:00 pm

1. **PUBLIC COMMENTS.** Persons who wish to address the City Commission may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court are not permitted. Speakers are limited to three minutes. Any presentation is for informational purposes only. No action will be taken.

2. **ITEMS TO BE PLACED ON THE REGULAR AGENDA**
 - a. An Ordinance approving a Conditional Use Permit for 102 Highland Drive, at the request of Scott and Tracy Osterman, for the operation of a bed and breakfast inn in an "R-1, Low Density Residential District" in the City of Abilene, Kansas.

 - b. A Resolution approving a Master Agreement with Alfred Benesch and Company concerning engineering services for the Abilene Municipal Airport.

 - c. A Resolution approving a Professional Services Agreement with Olsson Associates concerning engineering services for the City of Abilene, Kansas.

3. **ITEMS PROPOSED FOR THE CONSENT AGENDA**
 - a. Meeting Minutes: June 22, 2015 regular meeting

4. **ITEMS FOR PRESENTATION AND DISCUSSION**
 - a. 2016 Budget (The following funds will be presented: General Fund)

 - b. Strategic Plan

5. **REPORTS**
 - a. City Manager's Report

6. **ANNOUNCEMENTS** (*Meetings at Abilene Public Library unless otherwise provided*)
 - a. City Commission meeting, July 13 at 4:00 pm (A Budget Work Session will follow the meeting.)
 - b. Planning Commission meeting, July 14 at 4:30 pm
 - c. Economic Development Council, July 21 at 4:00 pm
 - d. Commission Study Session, July 21 at 7:00 pm

STAFF REPORT

PC 15-5 Consideration of a Conditional Use Permit for 102 Highland Drive to become a bed and breakfast inn.

GENERAL INFORMATION

Date: June 2, 2015
Owner: Scott and Christine Ostermann
Applicant: Chris Ostermann
Requested Action: Consideration of a Conditional Use Permit
Purpose: To allow a single family home to be converted into a Bed and Breakfast
Location address: 102 Highland Drive
Comprehensive Plan: The Comprehensive Plan shows this address as "Low Density Residential."
Sites Existing Zoning: "R-1 – Low Density Residential"
Surrounding Zoning and Land Use:
North C-3 Commercial
South R-1 Low Density Residential
East C-3 Commercial
West R-1 Low Density Residential
Land Area: The site contains approximately 0.5 acres
Notice Date: The proposal was published in the official newspaper on May 19, 2015 and noticed by mail as required by the Zoning Regulations.

COMMENTS

- **Departmental Comments:** No comments have been received at the time of writing this report: June 3, 2015 at 10:15 am.
- **Public Comments:** No comments have been received at the time of writing this report: June 3, 2015 at 10:15 am.

Recommendation and Findings

Staff is recommending approval of the Conditional Use permit with the following findings as outlined in Article 26-110:

- Consistency with intent and purpose of the zoning regulations** – The proposal is interpreted as being consistent with the intent and purpose of the zoning regulations since bed and breakfast inns are allowed as a conditional use in the "R-1, Low Density Residential District." There are also several single family dwellings located in such zoning districts throughout Abilene that are operating as bed and breakfast inns.
- Compatibility of proposed use with surrounding uses** – A bed and breakfast inn is a compatible use for the existing uses surrounding the property as the surrounding uses are commercial and low density residential in nature. Bed and breakfast inns do not deviate much from these currently existing uses.
- Public infrastructure** – The use will not have an adverse impact on public water or sewer as these services are already existing and provide sufficient capacity to meet the demand that would be needed for the proposed use. Generally, a bed and breakfast inn does not use more utility services than a standard single family residence. Access to the site is provided off of Highland Drive, which also includes the availability of parking for the site sufficient for the proposed use.

- d. **Necessity of the proposal due to changes in the affected area** – There are no changes in the affected area that are a driving factor to cause this change.
- e. **Length of time the property has remained vacant** – Not applicable.
- f. **Compatibility of the subject property for the proposed use** – Staff is of the opinion that the property is compatible with the proposed use. The property has been used as a residence before the proposal for a bed and breakfast inn. In addition, the structure is of sufficient size to accommodate visitors with little to no adverse impact on the surrounding neighborhood.
- g. **Whether the Comprehensive Plan is furthered and supported by this proposal** – The Comprehensive Plan is both furthered and supported by the proposal. While the Comprehensive Plan does not anticipate the proposed site as commercial, the Comprehensive Plan does make note of the importance of tourism to the local economy. In Chapter 6, the Comprehensive Plan briefly discusses the various tourism attractions in Abilene. One could reasonably understand the need for increased temporary living venues such as hotel/motels and bed and breakfast inns. Adding to the available lodging and event space in the City of Abilene can also help other local businesses by providing meeting space and lodging for business visitors.
- h. **Adverse impacts on adjacent properties if all conditions placed upon the request are met** –
- i. **Traffic Congestion:** The use will not likely generate traffic in levels that exceed most single family uses. Therefore the impact on the neighborhood is expected to be minimal.
 - ii. **Noise:** Bed and breakfast facilities do not usually create any additional noise beyond that generated by a single family residence. Therefore the impact on the neighborhood is expected to be minimal.
 - iii. **Parking:** On-street parking along the north side of Highland Drive is currently available. Also, the applicants have advised they would like to create a parking lot on the property. If this parking lot is created, it will need to adhere to Article 22-305 of the Zoning Regulations, which states as follows:

“Surfacing. All off-street parking facilities, loading areas, vehicular storage areas and drives and access to and from such areas shall be surfaced and maintained with four (4) inches of asphalt, or concrete to create a permanent all-weather, dust-free surface. Such paving must be completed prior to occupancy of the facility that the paving is intended to serve, unless temporary occupancy approval is received from the Zoning Administrator. An exception to the surfacing requirements may be granted by the Board of Zoning Appeals in instances where the off-street areas take access from a graveled public street.

Gravel areas in existence prior to the effective date of these regulations may be maintained with six (6) inches of gravel, including base, as an alternative to these surfacing requirements.

The Zoning Administrator may, upon receiving a specific written request from an owner of a property, authorize temporary occupancy for a time period not to exceed twelve (12) months prior to accomplishing the required paving or a portion thereof. In reviewing a request for temporary occupancy prior to accomplishing required paving, the Zoning Administrator shall consider the following criteria:

- a. *Season of the year.*
- b. *Effect on the adjoining property.*
- c. *Surfacing of the connecting street.*
- d. *Surfacing of existing adjoining parking facilities.*

Should the owner receive approval of the Zoning Administrator for a delay in paving, the owner shall, prior to occupancy, present written verification to the Zoning

Administrator that guarantees all paving shall be complete prior to the deadline given by the Zoning Administrator."

- iv. **Signage:** The applicant will be required to adhere to Article 27 of the Zoning Regulations if the applicant plans to install a sign within the corporate limits of Abilene.
- v. **Safety:** Bed and breakfast facilities generally do not represent a change in the occupancy and do not require alterations to the structure for health or safety reasons. However, it is prudent to take reasonable actions to ensure that adequate fire alarms, doors and entryways are in place. A bed and breakfast does not generally pose a greater threat to neighboring properties than existing residential uses.
- i. **Solid waste disposal facilities** – Not Applicable.
- j. **Other items for consideration** – In evaluating individual Conditional Use Permit applications, the Planning Commission may also consider the occurrence of similar land use patterns throughout the City.

Planning Commission Options:

1. Recommend approval of the Conditional Use permit. If this option is chosen, the following conditions of approval are strongly recommended:
 - a. All relevant local, state and federal regulations will be followed to include permitted signage and occupancy certificates.
 - b. Approval must be obtained from the Kansas Department of Transportation and the City of Abilene if the applicant desires to create an entrance off of Buckeye Avenue.
 - c. Any significant change in use or physical alteration of the land or structures may require a review of this Conditional Use Permit, as determined by the Zoning Administrator.
 - d. The applicant must adhere to the maximum occupancy limit for their event space as set forth by the Zoning Regulations and City Code at the time of approval.
 - e. Any parking created on the property shall adhere to Article 22-305 and any parking stall requirements as established by City Code at the time of approval.
2. Recommend denial of the Conditional Use Permit.
3. Table for further information.

CITY OF ABILENE
PLANNING COMMISSION
MEETING MINUTES

June 9, 2015
Meeting at 4:30 p.m.
Abilene Public Library
209 NW 4th Street

Members Present: Gene Bielefeld Rod Boyd, Bruce Dale, Travis Sawyer (Chair) and Michelle Stephens

Members Absent: Kyle Campbell (Vice-Chair) and Steven Olson

Staff Present: David Dillner and Jennie Hiatt

Others Present: See attached list.

Call to Order & Roll Call.

Seeing that a quorum was present Chair Sawyer called the meeting to order.

Hiatt took roll call with five commissioners present and two absent.

Approval of Agenda.

Sawyer stated that the May 12, 2015 minutes are still being reviewed by the City Attorney; therefore they need to be removed from the agenda at this time.

Stephens made a motion to approve the agenda with the amended change. The motion was seconded by Bielefeld. The motion passed unanimously. (5-0)

Business.

1. **Board of Zoning Appeals Appointment.**

Bielefeld made a motion to nominate Olson to represent the Planning Commission on the Board of Zoning Appeals. The motion was seconded by Boyd. The motion passed unanimously. (5-0)

2. **Public Hearing, PC 15-5, a request for a Conditional Use Permit (CUP) for a Bed & Breakfast & Small Event Space in the Single-Family Residential (R-1) Zoning District located at 102 Highland, Abilene, KS.**

Dillner presented the staff report.

Sawyer asked the Commissioners if they had any questions for staff, seeing none he asked the applicant if they had any comments.

Chris Ostermann said that The Engle House was built in 1909 by Jacob Krueger, who also built the Seelye Mansion. We plan to put it on the Historic Register. The historic significance and amazing workmanship of the house make this facility one of a kind. There will be two rooms available; each will have their own private bath.

Dale asked about the small event space.

C. Ostermann stated that the first floor consists of 4 large open rooms of 1500 square feet to accommodate small groups, for things like baby/bridal showers, small weddings and special events, etc. The plan is to also have a private garden patio area with a larger outside venue to be completed at a later time.

Sawyer asked what their tentative date to be open was.

C. Ostermann replied late fall, hopefully by Christmas time.

Sawyer then opened the public hearing.

Greg Heinrichs, 106 Highland, stated that most of his questions had been answered by the Ostermanns as well as the Staff Report. His main concern is parking and what kind of events they plan on having. He said there is currently an 8 foot fence between his property and the proposed Bed & Breakfast and would encourage them to keep it. He stated that he does have 2 young children.

Dale commended Greg for coming to voice his concerns at the public hearing.

Sawyer closed the public hearing.

Scott Ostermann discussed the plans for the current fence renovation. He also stated that they do plan on keeping the 8 foot fence to the west.

There was brief discussion.

Boyd made a motion to recommend approval to the City Commission with findings. The motion was seconded by Dale. The motion passed unanimously. (5-0)

Comments.

The next meeting is scheduled for July 14, 2015.

Adjournment.

Dale made a motion to adjourn the meeting. The motion was seconded by Bielefeld. The motion passed unanimously (5-0) and the meeting was adjourned.

Minutes Submitted,

Minutes Approved,

David Dillner
City Manager

Travis Sawyer, Chair



CONSULTING SERVICES AGREEMENT

Table with 2 columns: CLIENT information (City of Abilene, KS, Address, Telephone, Client Contact, Client Job No.) and Project Name/Location information (Abilene Municipal Airport Engineering Services Master Agreement, Project Location Abilene, Kansas, Consultant PM Brad Waller, Consultant Job No.).

This AGREEMENT is made by and between the City of Abilene, hereinafter called "CLIENT," and Alfred Benesch & Company, hereinafter called "CONSULTANT", for professional consulting services as specified herein. CONSULTANT agrees to provide CLIENT with requested consulting services more specifically described as follows (or shown in Attachment A):

On-Call Engineering Services for the Abilene Municipal Airport

The GENERAL CONDITIONS and the following Attachments are hereby made a part of the AGREEMENT:

- Attachment A: Scope of Services and Fee Estimate
Attachment B: Schedule of Unit Rates
Attachment C:
OR
Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this AGREEMENT, CLIENT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto. CLIENT further agrees to pay CONSULTANT for services described herein upon receipt of invoice by CLIENT for the CONSULTANT's estimated fee as described below:

- BY LUMP SUM: \$
BY TIME AND MATERIALS: \$
BY OTHER PAYMENT METHOD (See Attachment): \$
AS SHOWN ON SERIALLY NUMBERED WORK AUTHORIZATIONS USING EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT:

CLIENT and ALFRED BENESCH & COMPANY signature lines. Includes fields for BY, AUTHORIZED REPRESENTATIVE, PRINT NAME, TITLE, DATE, BENESCH OFFICE, and ADDRESS.

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).

GENERAL CONDITIONS

SECTION I - SERVICES BY CONSULTANT

1.1 General

CONSULTANT shall provide services under this AGREEMENT only upon request of the CLIENT, and only to the extent defined and required by the CLIENT. These services may include the use of outside services, outside testing laboratories, and special equipment. Attachments to this AGREEMENT are as identified on the signature page to this AGREEMENT or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this AGREEMENT.

1.2 Scope of Services and Fees

The services to be performed by CONSULTANT and the associated fee are attached hereto and made a part of this AGREEMENT or using by serially numbered Work Authorizations, all as identified on the signature page to this AGREEMENT, and shall be performed by the CONSULTANT in accordance with the CLIENT's requirements. It is mutually understood that CONSULTANT'S fee is not a firm contractual amount except the total fee by the CONSULTANT shall not be exceeded unless authorized in writing by the CLIENT. The intent of the Scope of Services is to identify the services to be provided by CONSULTANT. However, it is specifically understood that by written notice to CONSULTANT, CLIENT can decrease or, with concurrence of CONSULTANT, increase the Scope of Services.

SECTION II - PAYMENTS TO CONSULTANT

2.1 Method of Payment

Payment for CONSULTANT'S personnel services and direct expenses shall be expressed in U. S. dollars, and based on the Method of Payment which is identified on the signature page to this AGREEMENT or serially numbered Work Authorizations, attached hereto, and made a part of this AGREEMENT.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by CONSULTANT'S personnel shall be based on the hours of chargeable time and in accordance with CONSULTANT'S Schedule of Unit Rates, which is identified on the signature page to this AGREEMENT and attached hereto, and made a part of this AGREEMENT.

2.2.2 Chargeable Time

Chargeable time for CONSULTANT'S personnel is that portion of their time devoted to providing services requested by CLIENT. Chargeable time for field personnel located away from CONSULTANT'S office for more than one week is a minimum of eight hours per day and five days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from CONSULTANT'S office to an assigned work site, and return to CONSULTANT'S office, is chargeable time; or if more economical for CLIENT, CONSULTANT shall lodge its personnel overnight near the work site in lieu of traveling back to CONSULTANT'S office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to CONSULTANT for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by CONSULTANT, payment to CONSULTANT by the CLIENT shall be in accordance with CONSULTANT'S Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this AGREEMENT, Direct Expenses to be contracted and managed by CONSULTANT and payable by CLIENT to CONSULTANT shall include: Outside Services including the services and reimbursable expenses for firms other than CONSULTANT which are necessary for the work the CONSULTANT is directed to perform; Laboratory Tests and related reports necessary for the work the CONSULTANT is directed to perform, either by the CONSULTANT or by an outside service for the CONSULTANT; Special Equipment expenses including the costs of the CONSULTANT locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by CONSULTANT at the time of the request for services which are necessary to enable CONSULTANT to provide the services requested; vehicles furnished by CONSULTANT for CONSULTANT'S authorized travels and for CONSULTANT'S field personnel; Per Diem expense or actual costs of maintaining CONSULTANT'S field personnel on or near the Project site, for each day of field assignment away from CONSULTANT'S office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 CONSULTANT shall submit monthly invoices for all personnel services and direct expenses under this AGREEMENT and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by CLIENT. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment and the CLIENT will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If CLIENT fails to make payment in full to CONSULTANT within sixty (60) days after the date of the undisputed invoice, CONSULTANT may, after giving seven (7) days' written notice to CLIENT, suspend services under this AGREEMENT until paid in full, including interest. CONSULTANT shall have no liability to CLIENT for delays or damages caused by such suspension of services. CLIENT agrees to pay all costs of collection, including reasonable attorney's fees, incurred by CONSULTANT as a result of CLIENT'S failure to make payments in accordance with this AGREEMENT. No final plans, documents or reports will be released for any purpose until CONSULTANT has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with CONSULTANT's costs of doing business, subject to CLIENT's review and concurrence.

SECTION III - Term of Agreement

3.1 Term

CONSULTANT's obligations to perform under this AGREEMENT shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

CLIENT shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of AGREEMENT

3.3.1 Termination with Cause

The obligation to provide further services under this AGREEMENT may be terminated with cause by either party. In the event of such termination, either party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. In the event of termination by CONSULTANT caused by failure of the CLIENT to perform in accordance with the terms of this AGREEMENT, CLIENT shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this AGREEMENT to the CLIENT upon receipt of final payment. In the event of termination by the CLIENT caused by failure by CONSULTANT to perform in accordance with the terms of this AGREEMENT, CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination and provide information and documents developed under the terms of this AGREEMENT to the CLIENT. Upon receipt of all other information and documents, CLIENT shall pay CONSULTANT for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this AGREEMENT without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this AGREEMENT to the CLIENT upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or AGREEMENT Termination

If CLIENT abandons requested work or terminates this AGREEMENT, CONSULTANT shall be paid on the basis of work completed to the date of abandonment or effective date of termination. CONSULTANT shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION IV - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which CONSULTANT shall provide hereunder shall be subject to the oversight and general guidance of CLIENT.

4.1.2 While upon the premises of CLIENT or property under its control, all employees, agents, and subconsultants of CONSULTANT shall be subject to CLIENT's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, CONSULTANT shall be and remain an independent Consultant and that the employees, agents or subconsultants of CONSULTANT shall not be considered employees of or subject to the direction and control of CLIENT. CONSULTANT shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 CONSULTANT shall furnish CLIENT a certificate of insurance upon request showing amounts and types of insurance carried by CONSULTANT, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by CONSULTANT under this AGREEMENT it will give CLIENT notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.3 Successors and Assigns

4.3.1 CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

4.3.2 Neither CONSULTANT nor CLIENT shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates, and subconsultant's as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than CLIENT and CONSULTANT except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 CONSULTANT shall comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations relating to the performance of the services CONSULTANT is to perform under this AGREEMENT.

4.4.2 Neither the CONSULTANT nor the CONSULTANT's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this AGREEMENT with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by CLIENT prior to this AGREEMENT shall remain CLIENT's property. CLIENT shall make available to CONSULTANT copies of these materials as necessary for the CONSULTANT to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and subconsultants) under this AGREEMENT, are instruments of service in respect to the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and the occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Further, CONSULTANT makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by CONSULTANT in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to CLIENT. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's independent professional associates or subconsultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

4.6 Severability

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

4.7 Location of Underground Utilities

It shall be the CLIENT's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the CLIENT elects not to assume this responsibility, CLIENT shall notify CONSULTANT and shall compensate CONSULTANT for all costs associated with locating and physically marking

said underground utilities and structures over and above the estimated project fee. CLIENT shall indemnify and hold CONSULTANT harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, CONSULTANT will not begin work until this has been accomplished.

4.8 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.

4.9 CONSULTANT's Personnel at Project Site

4.9.1 The presence or duties of the CONSULTANT personnel at a Project site, whether as onsite representatives or otherwise, do not make the CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except CONSULTANT's own personnel.

4.9.2 The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed work will conform generally to the project documents and that the integrity of the design concept as reflected in the project documents has been implemented and preserved by the contractor(s). CONSULTANT neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s) failure to perform their work in accordance with the project documents.

4.10 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. CONSULTANT's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgments as an experienced and qualified professional consultant familiar with the construction industry. CONSULTANT makes no warranty that the CLIENT's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the

CONSULTANT's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor.

4.11 Disposition of Samples and Equipment

4.11.1 Disposition of Samples

No samples and/or materials will be kept by CONSULTANT longer than thirty (30) days after submission of the final report unless agreed otherwise.

4.11.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, CONSULTANT will, after completion of testing, return such samples and materials to CLIENT, or have the samples and materials disposed of in accordance with CLIENT's directions and all applicable laws. CLIENT agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. CLIENT recognizes and agrees that CONSULTANT at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

4.11.3 Contaminated Equipment

All laboratory and field equipment contaminated in CONSULTANT's performance of services will be cleaned at CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of CLIENT. At CLIENT's expense, such equipment shall be delivered to CLIENT, or disposed of in the same manner specified in 4.11.2 above. CLIENT agrees to pay CONSULTANT the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to CLIENT pursuant to this AGREEMENT.

4.12 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.12.1 If CONSULTANT, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of CONSULTANT's services will be reconsidered and that this AGREEMENT shall immediately become subject to renegotiation or termination.

4.12.2 In the event that the AGREEMENT is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that CONSULTANT shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this AGREEMENT, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.12.3 CLIENT also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. CLIENT authorizes CONSULTANT to take measures that in CONSULTANT's sole judgment are justified to preserve and protect the health and safety of CONSULTANT's

personnel and the public. CLIENT agrees to compensate CONSULTANT for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon CONSULTANT any duties or obligations other than those imposed by law.

SECTION V - Professional Responsibility

5.1 Performance of Services

CLIENT acknowledges that the performance of professional services is not an exact science, and errors and omissions may occur that are within the industry standard of practice which states that CONSULTANT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, or otherwise.

5.2 Limitation of Liability

CLIENT and CONSULTANT agree to allocate certain of the risks so that, to the fullest extent permitted by law, CONSULTANT's total liability to CLIENT is limited to \$50,000 or CONSULTANT's fee, whichever is greater, this being the CLIENT's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty. CLIENT understands that dollar limits higher than that indicated above are available. If CLIENT wishes to discuss these other limits and their impact on CONSULTANT's fee, CLIENT should contact CONSULTANT prior to executing this AGREEMENT.

5.3 No Special or Consequential Damages

CLIENT and CONSULTANT agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, and subconsultants harmless from and against any and all claims, damages, losses and expenses, defense costs including attorneys' fees, and court or arbitration costs and other liabilities arising out of or resulting from, wholly or in part, the performance of CONSULTANT's services hereunder; provided that CLIENT shall not indemnify CONSULTANT against liability for damages or expenses to the extent caused by the negligence of CONSULTANT, its officers, directors, employees, or subcontractors.

5.5 No Third Party Beneficiaries

CLIENT and CONSULTANT expressly agree that AGREEMENT does not confer upon any third party any rights as beneficiary to this AGREEMENT. CONSULTANT accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

CLIENT agrees that CONSULTANT's services and work

products are for the exclusive present use of CLIENT. CLIENT agrees that CONSULTANT's compliance with any request by CLIENT to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this AGREEMENT nor does it create or confer any third party beneficiary rights on any third party.

SECTION VI - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this AGREEMENT, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this AGREEMENT are for the convenience of reference only and shall not affect the construction of this AGREEMENT

6.4 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that each dispute, claim or controversy arising from or related to this AGREEMENT or the relationships which result from this AGREEMENT shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

Furthermore, in no circumstances shall a party to this AGREEMENT be joined by the other party to any other lawsuit, dispute or legal proceeding involving a party and any of the party's, consultants, subconsultants, lower tier subconsultants, other design professionals, construction managers, or other individuals or entities unless the parties agree to be joined in writing.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

6.5 Governing Law

This AGREEMENT is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this AGREEMENT shall be governed by the laws of the State of Illinois.

6.6 Entire Agreement

This AGREEMENT, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire AGREEMENT between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.



MASTER AGREEMENT FOR PROFESSIONAL SERVICES

June 22, 2015

City of Abilene
Attn: David Dillner
P.O. Box 519
419 N. Broadway Street
Abilene, KS 67410

Re: **MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

Dear Dillner:

It is our understanding that City of Abilene, Kansas ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Master Agreement for Professional Services, Olsson's General Provisions, and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement").

The purpose of the Agreement is to provide the Client and Olsson with an operating agreement covering on-going services provided to Client. Upon request for services from the Client, Olsson will send to the Client a proposed **Work Order** for approval by Client. The Work Order will include the project location, anticipated start and completion dates, project description, compensation, and the Scope of Services. Olsson will commence work on individual projects upon receipt of a signed Work Order. An example of a Work Order is attached for your reference.

Olsson has acquainted itself with the information provided by Client relative to the Master Agreement and based upon such information offers to provide the services described in each Work Order. Client warrants that it is either the legal owner of the property to be improved by each Work Order or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions (and any exhibits attached hereto), which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Master Agreement and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide Client the Scope of Services for Projects as specified in each project Work Order. Olsson shall invoice Client for all services as outlined in each project Work Order. Olsson's services may vary for each project. Olsson shall not commence work on any Work Order without Client's prior approval in writing.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR SERVICES

Details of the schedule for each project will be outlined in the Work Order.

COMPENSATION

Compensation for each project will be outlined in the Work Order. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of the invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Agreement and the Agreement will represent the entire understanding between Client and Olsson with respect to any project subject to a Work Order. The Agreement may only be modified in writing signed by both parties.

Unless otherwise set forth in writing, Client's designated representative shall be David Dillner, 785-263-2550, citymgr@abilenecityhall.com.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client's designated representative if different from the party signing). Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of maximum 30 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By _____
Mark A. Bachamp, P.E.

By _____
Stan Meyer, P.E.

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF ABILENE

By _____
Signature

Printed Name _____

Title _____

Dated _____

- Attachments
- Sample Work Order
- Labor Rates
- General Provisions



MASTER AGREEMENT WORK ORDER

This exhibit is hereby attached to and made a part of the Master Agreement for Professional Services dated June xx, 2015 between City of Abilene, Kansas ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: _____

Project Description: _____

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 – Surveying Services

Task 101: ALTA Survey with Topography. Olsson will prepare an ALTA survey with topography for the overall 170 acre Belvoir Winery Parcel in accordance with the furnished title report and the 2011 ALTA/ACSM survey requirements. All Property corners are to be set and a boundary survey drawing will be produced denoting any encroachments either way across the property lines. All survey work is to be conducted to meet the precision and positional accuracy standards contained in the Minimum Standards for Boundary Surveys as established by the State of Missouri. As part of this task Olsson will also prepare an aerial topographic survey with one foot contours on 170 acres including setting two on-site benchmarks. We have assumed an additional 6 field days will be required to obtain data on the obscured areas (tree massing). Title work and ownership certificate to be provided by the Client or if ordered by Olsson, paid for by the Client.

Fee \$xxxx.00

Task 102: Preliminary Plat. Olsson will prepare a one lot preliminary plat for the overall site in accordance with the City of Liberty criteria. Portions of the fees associated with task 201 will be billed as part of this task in order to meet City of Liberty criteria. Title work and ownership certificate to be provided by the Client or if ordered by Olsson, paid for by the Client.

Fee \$xxxx.00

Phase 200 – Planning Services

- Task 201: Preliminary Development Plan – Overall Site. Olsson will prepare a Preliminary Development Plan for the overall site (170 acres) based on the concept site plan provided by client on February 17, 2014 for submittal to the City of Liberty for approval. Plans will include the following:
- a. Preliminary Site Plan
 - b. Preliminary Grading Plan
 - c. Preliminary Drainage Plan
 - d. Preliminary Utility Plan

Fee \$xxxx.00

Phase 300 – Final Engineering Services

- Task 301: Final Storm Drainage Report. Olsson will prepare a final storm drainage report based on the approved overall preliminary storm drainage report for submittal to City staff for approval. This report will be prepared in accordance with City and Owner Criteria.

Fee \$xxxx.00

Phase 400 – Construction Services

- Task 401: Limited Construction Administration. Limited construction administration services including review of shop drawings for Civil related items and issuance of project change orders and clarifications. We have provided an allowance for this item. The Client will be notified on a monthly basis for the percent of allowance used, at the 80% usage amount, and for approval should this allowance be exceeded.

Fee \$xxxx.00*

Phase 900 – Project Meetings and Expenses

- Task 901: Project Meetings. Attendance by Olsson representatives at planning commission, city council, and neighborhood meetings if requested. Services for meetings will be invoiced hourly.

Fee \$Hourly

- Task 902: Expenses. Includes all project related reimbursable expenses as defined in the Reimbursable Expense Schedule of this letter agreement.

Fee \$See Reimbursable Expense Schedule

TOTAL FEE \$xxxx.00
+ Hourly Costs (Task 901)
+ Expenses (Task 902)

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: _____
Anticipated Completion Date: _____

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of _____ Dollars (\$_____). Olsson's reimbursable expenses for this Project are included in the fixed fee. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be David Dillner.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of maximum 30 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By _____
Mark A. Bachamp, P.E.

By _____
Stan Meyer, P.E.

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

CITY OF ABILENE

By _____
Signature

Print Name _____

Title _____

Dated _____

LABOR RATE SCHEDULE 2015

LABOR RATES

<u>Description</u>	<u>Range</u>
Principal.....	145 - 300
Project Manager.....	135 - 160
Project Professional.....	101 - 137
Assistant Professional.....	68 - 130
Designer.....	90 - 130
CAD Operator.....	46 - 105
Survey.....	52 - 115
Construction Services.....	53 - 170
Administrative/Clerical.....	44 - 100

Special Services not included in above categories will be provided on a special labor rate schedule.

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated June 22, 2015 between City of Abilene, Kansas ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or

economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until

the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the

contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such

observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably

incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years ; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse

by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Construction Cost Estimate

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s)

or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall

take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.8.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.8.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.8.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.8.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.8.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.8.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.8.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.8.3.5 is received from a third party not subject to any confidentiality obligations.

7.8.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.8.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.8.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.8.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.9 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.9.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.9.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.9.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.9.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all

claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.9.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.9.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.9.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.10 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.11 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.12 Assignment

7.12.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.12.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.12.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.13 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.14 Limitation on Damages

7.14.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.14.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.14.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted

by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.15 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

General Fund

	Audited 2013	Actual 2014	Adopted 2015	Projected 2015	Proposed 2016
Unencumbered Cash Balance Jan 1	\$ 1,533,828	\$ 1,224,793	\$ 1,190,317	\$ 1,190,317	\$ 1,304,615
REVENUE					
Property Tax	\$ 1,200,284	\$ 1,257,893	\$ 1,311,092	\$ 1,263,331	\$ 1,618,922
Delinquent Tax	\$ 29,123	\$ 18,224	\$ 12,000	\$ 12,438	\$ 12,000
Motor Vehicle Tax	\$ 145,286	\$ 138,560	\$ 164,360	\$ 149,017	\$ 145,000
Local Sales Tax	\$ 1,242,239	\$ 1,263,712	\$ 1,240,000	\$ 1,277,200	\$ 1,302,744
Franchise Taxes	\$ 704,957	\$ 746,655	\$ 683,000	\$ 717,918	\$ 700,000
KLINK	\$ 30,729	\$ 30,750	\$ 30,500	\$ 132,225	\$ 130,000
Local Alcoholic Liquor	\$ 17,813	\$ 12,716	\$ 16,712	\$ 14,328	\$ 15,000
Intergovernmental Aid	\$ 63,784	\$ -	\$ -	\$ -	\$ -
License/Permit Fees	\$ 44,878	\$ 53,789	\$ 24,600	\$ 70,658	\$ 81,000
Fines and Penalties	\$ 148,736	\$ 139,998	\$ 162,400	\$ 180,128	\$ 160,000
Charges for Service	\$ 25,193	\$ 29,283	\$ 30,875	\$ 25,319	\$ 30,000
Interest Income	\$ 9,328	\$ 7,019	\$ 8,500	\$ 5,974	\$ 9,000
Rent	\$ 3,870	\$ 11,355	\$ 9,960	\$ 21,422	\$ 10,980
Grants	\$ 44,571	\$ 64,926	\$ 73,532	\$ 84,532	\$ 68,380
Reimbursed Expenses	\$ 58,991	\$ 58,052	\$ 31,000	\$ 38,139	\$ -
Transfers	\$ 164,225	\$ -	\$ 156,775	\$ 156,775	\$ 150,000
Other	\$ 19,410	\$ 27,840	\$ 500	\$ 62,075	\$ 4,500
Total Receipts	\$ 3,953,097	\$ 3,856,550	\$ 3,955,806	\$ 4,231,471	\$ 4,437,526
Resources Available	\$ 5,486,925	\$ 5,081,343	\$ 5,146,123	\$ 5,421,788	\$ 5,742,141
EXPENDITURES					
GENERAL GOVERNMENT					
Personnel	\$ 232,732	\$ 223,428	\$ 212,077	\$ 178,428	\$ 215,000
Contractual	\$ 7,233	\$ 7,780	\$ 7,500	\$ 15,837	\$ 7,500
Services and Supplies	\$ 152,749	\$ 184,207	\$ 116,075	\$ 201,291	\$ 116,075
Capital Outlay	\$ 78,915	\$ 13,415	\$ 500	\$ -	\$ -
Capital Outlay: Chisholm Trail Celebration	\$ -	\$ -	\$ 20,000	\$ 20,000	\$ 20,500
Transfer: Convention and Tourism Fund	\$ 25,000	\$ -	\$ 25,000	\$ 25,000	\$ 25,000
Transfer	\$ 23,128	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 519,755	\$ 428,830	\$ 381,152	\$ 440,556	\$ 384,075
POLICE					
Personnel	\$ 970,089	\$ 974,267	\$ 1,062,821	\$ 1,028,870	\$ 1,083,583
Services and Supplies	\$ 135,499	\$ 135,341	\$ 147,350	\$ 142,878	\$ 166,150
Capital Outlay	\$ 9,533	\$ 5,097	\$ 7,000	\$ 7,000	\$ 7,000
Capital Outlay: Animal Control Vehicle/Cameras	\$ -	\$ -	\$ -	\$ 55,000	\$ -
Capital Outlay: Police Patrol Vehicles (2)	\$ -	\$ -	\$ 63,200	\$ -	\$ 63,200
Subtotal	\$ 1,115,121	\$ 1,114,705	\$ 1,300,371	\$ 1,233,748	\$ 1,319,933
FIRE					
Personnel	\$ 566,101	\$ 587,358	\$ 646,128	\$ 627,020	\$ 692,682
Services and Supplies	\$ 88,334	\$ 78,059	\$ 80,850	\$ 81,456	\$ 82,700
Capital Outlay	\$ 12,968	\$ 18,399	\$ 18,200	\$ 9,955	\$ -
Capital Outlay: Airpacks (12)	\$ -	\$ -	\$ -	\$ -	\$ 75,600
Subtotal	\$ 647,403	\$ 681,816	\$ 745,178	\$ 718,481	\$ 850,982
STREETS					
Personnel	\$ 310,540	\$ 314,979	\$ 282,320	\$ 301,212	\$ 288,099
Contractual	\$ -	\$ -	\$ -	\$ -	\$ 50,721
Service and Supplies	\$ 302,848	\$ 354,854	\$ 311,650	\$ 290,616	\$ 322,650
Capital Outlay	\$ 484,848	\$ 51,189	\$ 59,626	\$ 61,939	\$ -
Capital Outlay: Dump Truck	\$ -	\$ -	\$ -	\$ -	\$ 70,000
Capital Outlay: Weed Sprayer Truck	\$ -	\$ -	\$ -	\$ -	\$ 25,000
Subtotal	\$ 1,098,236	\$ 721,022	\$ 653,596	\$ 653,767	\$ 756,470
FLOOD CONTROL					
Personnel	\$ 57,829	\$ 61,644	\$ 96,644	\$ 71,420	\$ 98,939
Service and Supplies	\$ 36,845	\$ 40,705	\$ 37,500	\$ 41,030	\$ 42,500
Subtotal	\$ 94,474	\$ 102,349	\$ 134,144	\$ 112,450	\$ 141,439
PARKS					
Personnel	\$ 165,418	\$ 167,869	\$ 184,354	\$ 187,352	\$ 198,532
Contractual	\$ -	\$ -	\$ -	\$ -	\$ -
Service and Supplies	\$ 72,865	\$ 78,466	\$ 79,550	\$ 74,600	\$ -
Capital Outlay	\$ 10,155	\$ 5,015	\$ 4,000	\$ 4,000	\$ -
Capital Outlay: Park Shop Addition	\$ -	\$ -	\$ -	\$ -	\$ 70,000
Capital Outlay: Miscellaneous Park Imp.	\$ -	\$ -	\$ -	\$ -	\$ 1,700
Capital Outlay: 72-inch Front Mount Mower	\$ -	\$ -	\$ -	\$ -	\$ 24,500
Capital Outlay: Rotary Broom	\$ -	\$ -	\$ -	\$ -	\$ 4,500
Subtotal	\$ 248,438	\$ 251,350	\$ 267,904	\$ 265,952	\$ 299,232
SWIMMING POOL					
Commodities	\$ 10,782	\$ 21,249	\$ 21,550	\$ 18,470	\$ 21,550
Subtotal	\$ 10,782	\$ 21,249	\$ 21,550	\$ 18,470	\$ 21,550

General Fund		Audited 2013	Actual 2014	Adopted 2015	Projected 2015	Proposed 2016
EXPENDITURES (cont.)						
COMMUNITY DEVELOPMENT						
Personnel	\$	182,801	\$ 185,342	\$ 210,541	\$ 212,000	\$ 251,888
Contractual	\$	-	\$ 4,820	\$ 5,000	\$ 5,000	\$ 10,000
Service and Supplies	\$	35,910	\$ 28,914	\$ 19,860	\$ 15,212	\$ 22,160
Capital Outlay	\$	17,000	\$ -	\$ -	\$ -	\$ -
Capital Outlay: Business Investment Grants	\$	-	\$ 49,998	\$ 85,000	\$ 58,000	\$ -
Capital Outlay: ED Corp.	\$	-	\$ -	\$ 50,000	\$ 50,000	\$ 50,000
Subtotal	\$	245,511	\$ 269,074	\$ 350,401	\$ 338,212	\$ 333,846
MUNICIPAL COURT						
Personnel	\$	80,333	\$ 81,338	\$ 83,859	\$ 82,714	\$ 86,613
Contractual	\$	8,383	\$ 3,528	\$ 4,000	\$ 29,000	\$ 31,000
Service and Supplies	\$	49,563	\$ 56,593	\$ 57,325	\$ 74,171	\$ 60,825
Subtotal	\$	136,279	\$ 141,457	\$ 145,184	\$ 185,885	\$ 178,438
SENIOR CENTER						
Personnel	\$	63,508	\$ 3,949	\$ 4,881	\$ 4,094	\$ 5,223
Contractual	\$	7,800	\$ 7,200	\$ 7,200	\$ 6,000	\$ 7,200
Service and Supplies	\$	37,889	\$ 18,617	\$ 17,800	\$ 14,958	\$ 18,850
Subtotal	\$	109,177	\$ 29,766	\$ 29,881	\$ 25,052	\$ 31,273
PUBLIC TRANSPORTATION						
Personnel	\$	-	\$ 60,897	\$ 65,874	\$ 64,782	\$ 67,888
Service and Supplies	\$	-	\$ 21,975	\$ 22,550	\$ 28,944	\$ 21,700
Capital Outlay	\$	-	\$ 10,727	\$ 12,000	\$ 12,000	\$ -
Subtotal	\$	-	\$ 93,699	\$ 100,424	\$ 103,726	\$ 89,586
CIVIC CENTER						
Service and Supplies	\$	31,388	\$ 31,089	\$ 30,775	\$ 20,224	\$ 31,775
Capital Outlay	\$	5,588	\$ 4,620	\$ 1,000	\$ 1,000	\$ -
Subtotal	\$	36,956	\$ 35,709	\$ 31,775	\$ 21,224	\$ 31,775
SUMMARY						
Revenues	\$	5,486,925	\$ 5,081,343	\$ 5,146,123	\$ 5,421,788	\$ 5,742,141
Expenditures	\$	4,282,132	\$ 3,891,028	\$ 4,161,560	\$ 4,117,173	\$ 4,438,599
Unencumbered Cash Balance Dec 31	\$	1,224,793	\$ 1,190,317	\$ 984,563	\$ 1,304,615	\$ 1,303,542
% of Cash Balance to Expenditures		28.7%	30.6%	23.7%	31.7%	29.4%

FUND NOTES

1. Assessed valuation increased 1.5% to \$52,676,645; a mill is now worth \$52.677.
2. Sales tax projected to increase 2% over 2015 receipts.
3. Franchise fees are projected to remain at the same rate, or 5% of gross receipts for utilities.
4. Projecting a 14% increase in revenue from license and permit fees that would be increased.
5. Includes 2% merit increase at estimated cost of \$72,253.
6. Includes 1% Cost-of-Living Adjustment to Pay Plan at estimated cost of \$59,170.
7. General Government: \$25,000 transfer to CVB; and \$20,000 for Chisholm Trail Celebration.
8. Police: \$63,200 for replacement of two police patrol vehicles; \$2,000 for office equipment; and \$5,000 for police equipment.
9. Fire: \$75,600 for replacement of twelve airpicks (13 to be replaced in 2017); and \$41,000 "swing" position.
10. Streets: \$70,000 dump truck, and \$25,000 weed sprayer truck.
11. Parks: \$70,000 park shop addition for transportation vans; \$24,500 front-mount mower; \$4,500 rotary broom; and \$1,700 undefined park project.
12. Community Development: (\$58,000) Business Investment Grant removed; \$50,000 Economic Development Corporation; \$10,000 for demolitions.
13. Public Transportation: No cost related to van replacement.
14. Mill levy increase of 3.75 is estimated to end year with nearly the same carryover balance as beginning of year.
15. Estimated total mill levy for City is 49.976, compared to 45.438 in 2015 and would generate about \$355,591 in new revenue.

PROPERTY TAX SUMMARY		2015	2016	% Change
General Fund		26,983	30,733	14%
Debt Service		10,010	9,491	-5%
Library		6,330	6,619	5%
Fire Apparatus		0,973	2,000	106%
Airport		1,142	1,133	-1%
Capital Improvement		0,000	0,000	0%
TOTAL		45,438	49,976	10%
Impact on Property Taxes		2015	2016	Difference
\$150,000 Single-Family Residence	\$	784	\$ 862	\$ 78
\$250,000 Single-Family Residence	\$	1,306	\$ 1,437	\$ 130
\$350,000 Commercial Business	\$	3,976	\$ 4,373	\$ 397
\$1.5 million Commercial Business	\$	11,360	\$ 12,494	\$ 1,135

CITY OF ABILENE
Strategic Plan
for
2008-2010

CITY OF ABILENE

VISION STATEMENT

Abilene will be a thriving community open to change and boasting a quality of life reminiscent of "HOMETOWN, USA".

MISSION STATEMENT

Building for the future in partnership with public, private and business sectors, Abilene will provide for the health, safety, and well-being of its citizens by maintaining essential services, preserving public resources, and improving quality of life.

CITY OF ABILENE
Strategic Plan for 2008-2010

GOAL	KEY OBJECTIVES	BY WHOM	BY WHEN
<p>1. Improve customer service to citizens through planned improvements in city facilities, equipment & service processes.</p> <p><u>Key Benchmarks:</u></p> <p><input checked="" type="checkbox"/> Positive measures of customer feedback.</p> <p><input checked="" type="checkbox"/> Indicators of success. (Measure services provided with Citizen Surveys and review of Citizen Communication Forms).</p>	<p>a. Prioritize facility improvements through update of the city's 5-year Capital Improvement Plan.</p> <p>b. Develop plan to finance facility & technology improvements.</p> <p>c. Develop a Facility Maintenance Plan.</p> <p>d. Target street maintenance and enhancement projects through annual approval of a city street plan.</p> <p>e. Implement credit card payments as an option for citizens to pay for city fees, services, fines, etc.</p> <p>f. Develop and implement a plan to improve customer service processes in all city departments, with special attention to enhancements of web-based services. Include customer feedback features.</p>	<p>City Commission, City Manager, Department Heads</p> <p>City Manager, Finance Director, Department Heads</p> <p>City Commission, City Manager, Department Heads</p> <p>City Manager, Public Works Director, City Engineer</p> <p>City Commission City Manager, Department Heads, Finance Director software support services.</p> <p>City Manager, Finance Director, City Clerk, Network Administrator, Department Heads.</p>	<p>Completed annually with budget approval.</p> <p>July 1, 2008 (subject to change in State Statutes)</p> <p>Ongoing</p>
<p>2.a. Promote the community's assets & image to residents & non-residents.</p> <p><u>Key Benchmarks:</u></p> <p><input checked="" type="checkbox"/> Growth in residential and business sectors as measured by growth indicators of sales tax, employment, building permits & assessed valuation.</p>	<p>a. Develop community marketing plan with assistance from a consultant.</p> <p>b. Implement & provide effective coordination for completing and distributing a community marketing plan.</p>	<p>City Commission, City Manager, City Departments, Ft.. Riley Task Force, CVB Board, Economic Development Council, Community Marketing Plan Committee</p> <p>Same as 2.a.</p>	<p>September 1, 2008</p> <p>January 1, 2009</p>

GOAL	KEY OBJECTIVES	BY WHOM	BY WHEN
<p>2b. Attract Fort Riley personnel to establish residency in Abilene.</p> <p><u>Key Benchmarks:</u></p> <p><input checked="" type="checkbox"/> 150 Fort Riley families who move to Abilene.</p> <p><input checked="" type="checkbox"/> Annual assessment of in and out migration based on City water customer account information.</p>	<p>a. Continuation of a multi-agency/multi-sector task force to create & approve a residency plan to attract Ft. Riley personnel/families.</p> <p>b. City and other contributors provide resources for continuing the plan.</p> <p>c. Successfully implement plan by attracting 150 new Ft. Riley families to Abilene.</p>	<p>City Commission, City Manager, Community Development Director, Chamber, CVB, Citizens, Ft. Riley Task force</p> <p>Ft. Riley Task Force</p> <p>Ft. Riley Task Force & Housing Market</p>	<p>Ongoing</p> <p>Completed annually with budget approval.</p> <p>January 1, 2009</p>
<p>3. Provide for efficient city services by maintaining a high quality city workforce.</p> <p><u>Key Benchmarks:</u></p> <p><input checked="" type="checkbox"/> An approved employee development plan.</p> <p><input checked="" type="checkbox"/> An updated and approved pay & benefit plan.</p> <p><input checked="" type="checkbox"/> Positive measures of customer feedback. (Same indicators of success as Goal #1)</p> <p><input checked="" type="checkbox"/> Improved public perception of city employees.</p>	<p>a. Complete comprehensive city employee pay & benefit plan review every three years with assistance from a consultant.</p> <p>b. Conduct a needs assessment of work related employee skill & knowledge.</p> <p>c. Sustain & enhance employee competencies through development & implementation of an employee training program.</p> <p>d. Expand opportunities for recognition of exceptional employee performance</p> <p>e. Identify & implement additional strategies for sustaining employee tenure. I.e. Paying sick leave upon retirement w/other thresholds.</p> <p>f. Challenge every aspect of City Government to make it better to serve its customers. Evaluate partnering and outsourcing as alternatives to reduce costs of operations.</p>	<p>City Commission, City Manager, Department Heads, Employees, Consultant.</p> <p>City Manager, Department Heads, City Clerk/Human Resource Manager</p> <p>City Manager, Department Heads, City Clerk/Human Resource Manager.</p> <p>City Commission, City Manager, Department Heads, Employees.</p> <p>City Manager, Department Heads, Employees,</p> <p>City Manager, Department Heads, Employees.</p>	<p>Complete review in 2009 for January 1, 2010 implementation.</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing timely recognition. Employee of the quarter.</p> <p>Ongoing w/annual review.</p> <p>Ongoing</p>
<p>4. Expand city government's role in expanding the supply of affordable housing</p> <p><u>Key Benchmarks:</u></p> <p><input checked="" type="checkbox"/> Annual report of building permits issued.</p>	<p>a. Work with potential partners to identify city policies that could encourage more affordable housing.</p> <p>b. Update & identify the vacant lots that have potential for infill development.</p> <p>c. Promote & publicize a package of city incentives to promote affordable housing.</p>	<p>City Commission, City Manager, Com. Dev. Dir., Economic Dev. Council, Ft. Riley Housing Com.</p> <p>Community Development Director</p> <p>Community Development Director</p>	<p>Ongoing</p> <p>Update semiannually</p> <p>Ongoing</p>

GOAL	KEY OBJECTIVES	BY WHOM	BY WHEN
<p>5. Expand cooperative efforts with county government in the delivery of public services.</p> <p><u>Key Benchmarks:</u></p> <p><input checked="" type="checkbox"/> Increase number of cooperative services and facilities shared by the city & county.</p>	<p>a. Identify by each department possibilities for increased cooperation with county government in service delivery.</p> <p>b. Propose to county officials a small number of city services that could be the most likely options for increased city/county cooperation & also seek their ideas for other possibilities.</p> <p>c. Achieve consensus with county officials on a short list of services and facilities with the greatest potential for increased cooperation.</p>	<p>City Commission, County Commission, City Manager & Department Heads</p> <p>Same as 5a</p> <p>City Manager, Department Heads, County Administrator & Departments.</p>	<p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>
<p>6. Expand & coordinate city government's contributions to job creation & retention, & expansion of businesses.</p> <p><u>Key Benchmarks:</u></p> <p><input checked="" type="checkbox"/> Growth in residential & business sectors as measured by growth indicators of sales tax, employment, and building permits & assessed valuations.</p>	<p>a. Create & approve a coordinated economic development plan for city government that includes a package of city incentives. Clarify economic development roles between & among county government, city government and Abilene Area Chamber of Commerce.</p> <p>b. Continue to look at ways to streamline permitting process for businesses through creation of a 'one-stop shop' for economic development.</p>	<p>City Commission, County Commission, City Manager, Community Development Director, City Engineer, Department Heads, Chamber Board, Economic Development Council, Convention & Visitors Bureau & Abilene Downtown Association.</p> <p>City Manager, Community Development Director, City Engineer, Building Official.</p>	<p>January 1, 2009</p> <p>Ongoing</p>
<p>7. Promote an Environmentally Green Community</p> <p><u>Key Benchmarks:</u></p> <p><input checked="" type="checkbox"/> Develop a policy and a plan for implementation by City departments.</p> <p><input checked="" type="checkbox"/> Monitor the use of the City Recycling Center.</p>	<p>a. City leads the way with environmentally friendly and energy efficient systems installed in existing and new facilities.</p> <p>b. Provide for better promotion and education to the public about the benefits of recycling and using the City Recycling Center.</p> <p>c. City operations to continue to provide for internal recycling efforts and environmentally friendly practices and to expand these wherever possible.</p>	<p>City Commission, City Manager, Department Heads, Community Development Director, City Engineer</p> <p>City Commission, City Manager, Department Heads, High School Youth Advisory Council</p> <p>City Manager, Department Heads, All City employees</p>	<p>Completed annually with budget approval.</p> <p>January 1, 2009</p> <p>Ongoing</p>

GOAL	KEY OBJECTIVES	BY WHOM	BY WHEN
8. Long Range Water Plan	a. Develop a plan to meet the future water needs of the community with assistance from a consultant.	City Commission, City Manager, Department Heads, Community Development Director, City Engineer, Public Works Director, Division of Water Resources, Kansas Department of Health and Environment	July 1, 2009

(Revised 3/26/2008)