

ABILENE CITY COMMISSION - STUDY SESSION AGENDA
DWIGHT D. EISENHOWER MUNICIPAL BUILDING - 419 N. BROADWAY STREET
August 4, 2015 - 7:00 pm

NOTE: Please note the City Commission has changed the venue for future study sessions to the City Manager's Conference Room in the Dwight D. Eisenhower Municipal Building located at 419 N. Broadway Street. Please call the City Manager's office at (785) 263-2550 for more information or for accommodations.

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 Text Amendment to Section 15-201 of the Zoning Regulations of the City of Abilene, Kansas, relating to permitted and conditional uses of the "I-1, Light Industrial District."

 - b. An Ordinance approving a Conditional Use Permit for 401 Cottage Avenue, at the request of Elizabeth Weese of Great Plains Theatre, concerning the temporary use of a building located at said address as a movie cinema and/or live production theater in an "I-1, Light Industrial District" of the City of Abilene, Kansas.

 - c. A Resolution approving Agreement No. 215-15 between the Kansas Department of Transportation and the City of Abilene, Kansas, concerning KLINK Resurfacing Project No. 15-21 U-0279-01.

3. **ITEMS PROPOSED FOR THE CONSENT AGENDA**
 - a. Meeting Minutes: July 21, 2015 regular meeting

4. **ITEMS FOR PRESENTATION AND DISCUSSION**
 - a. Transload Facility Presentation

 - b. 2Q, 2015 Financial Report

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

6. **ANNOUNCEMENTS** *(Meetings at Abilene Public Library unless otherwise provided)*
 - a. Joint City/County Meeting, August 5 at 7:00 pm (Dickinson County Courthouse)
 - b. City Manager's Budget Presentation, August 6 at 6:30 pm
 - c. City Commission Meeting, August 10 at 4:00 pm
 - d. Planning Commission, August 11 at 4:30 pm
 - e. Economic Development Council, August 18 at 4:00 pm
 - f. Commission Study Session, August 18 at 7:00 pm (City Hall)

NOTE: The City Commission will conduct a brief tour of City Hall, to include police and fire facilities following the Study Session.

ORDINANCE NO. 3276

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR 401 COTTAGE AVENUE, AT THE REQUEST OF TSB ENTERPRISES, LLC, CONCERNING THE TEMPORARY USE OF A MOVIE CINEMA AND LIVE PRODUCTION THEATER IN AN "I-1, LIGHT INDUSTRIAL DISTRICT" OF THE CITY OF ABILENE, KANSAS

WHEREAS, the property owners of record have requested the City consider a Conditional Use Permit to allow for the temporary operation of a movie cinema and live production theatre at property generally described as 401 Cottage Avenue in Abilene, Kansas, as provided in **Exhibit A** as attached hereto,

WHEREAS, the Planning Commission conducted a public hearing on July 14, 2015, and comments were received from the public both in support of the proposed Conditional Use Permit; and

WHEREAS, the Planning Commission recommended the Governing Body approve a Conditional Use Permit allowing the temporary operation of a movie cinema and live production theater at the aforementioned address.

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

SECTION ONE. Findings of Fact. That the Findings of Fact, as provided in the Staff Report attached hereto, are hereby accepted and approved by the City Commission.

SECTION TWO. Conditional Use Permit. That a Conditional Use Permit is hereby granted to Flint Hills Grain, LLC for the construction of a grain storage bin as generally provided in the Conditional Use Permit application, as attached hereto on property legally described as follows:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 13 SOUTH, RANGE 2 EAST OF THE 6TH PM, IN THE CITY OF ABILENE, DICKINSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION 16, THENCE NORTH 00 DEGREES 56' 22" WEST ON AN ASSUMED BEARING ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO A POINT ON THE NORTH LINE OF COTTAGE AVENUE A DISTANCE OF 480.00 FEET; THENCE SOUTH 89 DEGREES 25' 08" WEST TO EXISTING PROPERTY PIN AND TO THE POINT OF BEGINNING A DISTANCE OF 475.21 FEET; THENCE SOUTH 89 DEGREES 22' 44" WEST TO EXISTING PROPERTY PIN A DISTANCE OF 785.14 FEET; THENCE NORTH 00 DEGREES 55' 03" WEST TO SOUTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD A DISTANCE OF 210.72 FEET; THENCE NORTH 78 DEGREES 13' 10" EAST ALONG SAID RIGHT-OF-WAY LINE TO EXISTING PROPERTY PIN A DISTANCE OF 799.75 FEET; THENCE SOUTH 00 DEGREES 52' 18" EAST A DISTANCE OF 365.51 FEET TO THE POINT OF BEGINNING.

SECTION THREE. Permit Conditions, Approval. Per Section 26-110, the Planning Commission may impose, and City Commission may approve, reasonable conditions on approval of a Conditional Use Permit. Conditions for this permit are approved as provided in the Staff Report, as attached hereto, with the addition of a condition that the Theatre will encourage the usage of the parking lot located south of the primary structure by patrons and minimize the parking impact on the residents in the area.

SECTION FOUR. Implementation. The City Manager, or designee, is hereby authorized to issue a Conditional Use Permit once all conditions have been reasonably met.

SECTION FIVE. Effective Date. This Ordinance shall become effective and in full force from and after its passage, adoption and publication in the official City newspaper.

PASSED AND ADOPTED by the Governing Body of the City of Abilene, Kansas this 10th day of August, 2015.

CITY OF ABILENE, KANSAS

By: _____
Dennis P. Weishaar, Mayor

ATTEST:

Penny Soukup, CMC

APPROVED AS TO FORM:

Aaron O. Martin
Clark, Mize, and Linville, Chartered

EXHIBIT A

Conditional Use Permit Application

and

Staff Report

for

401 Cottage Avenue

City of Abilene, Kansas

August 10, 2015

STAFF REPORT

PC 15-6 Consideration of a Conditional Use Permit for 401 Cottage Avenue for the temporary use of a structure as a movie cinema/live production theater.

Date:	June 2, 2015	Prepared by: David Dillner, City Manager, as interim Community Development Director
Owner:	TSB Enterprises, LLC (Casen Brown as agent)	
Applicant:	Elizabeth Weese (Great Plains Theatre)	
Requested Action:	Approval of a Conditional Use Permit	
Purpose:	Temporary use of part of an existing building for movie cinema/live production theater	
Location address:	401 Cottage Avenue, Abilene, Kansas	
Comprehensive Plan:	Comprehensive Plan shows this address as a "I-1, Light Industrial District"	
Sites Existing Zoning:	I-1, Light Industrial District	
Surrounding Zoning and Land Use:	North	<i>I-1, Light Industrial (Railroad tracks)</i>
	South	<i>R-3, High Density Residential</i>
	East	<i>I-1, Light Industrial</i>
	West	<i>I-1, Light Industrial</i>
Land Area:	Site contains approximately 6.22 acres	
Notice Date:	This project was published and noticed by mail as required by City Code.	

Comments

- **Departmental Comments:** No comments have been received at the time of writing this report: July 1, 2015.
- **Public Comments:** As of the time of the writing of this report, staff had received one comment from the public concerning this request. Mrs. Doris Hoover of 110 S. Campbell Street commented as follows: "Sir, I have no objections to opening a "shut door" at 401 Cottage for the GPT by opening these vacated buildings for GPT to expand their outreach to our community. God bless to all involved and all those who will get to attend the productions."

Recommendation and Findings

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

- a. **Consistency with intent and purpose of the zoning regulations** – The proposed use is interpreted as being consistent with the intent and purpose of proposed text amendments to the Zoning Regulations. Currently, the proposed use of a movie cinema/live production theater would not be permitted in the "I-1, Light Industrial District." However, a text amendment to the regulations has been proposed that would allow the aforementioned use in an "I-1, Light Industrial District" with an approved temporary conditional use permit.
- b. **Compatibility of proposed use with surrounding uses** – The temporary use of a movie cinema and live production theater is considered a compatible use for the existing uses surrounding the property.

- c. Public infrastructure – The proposed use is not anticipated to have an adverse impact on existing public infrastructure, including public water and sewer, as these services are already existing and provide sufficient capacity to meet and/or exceed the demand that would be needed for the proposed use. Access to the site is provided off of Cottage Avenue and parking is available in a parking lot located approximately 270 feet south of the proposed entrance and exit for the proposed use. The parking lot is located on the south side of Cottage Avenue across the street from the primary structure, and contains sufficient space to meet the City's parking requirements 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 – The primary structure is approximately 181,456 sq ft, of which approximately 56,242 sq ft is arranged for office use and 125,304 sq ft is arranged for warehousing. Recently, a manufacturing company acquired the structure with plans to locate its manufacturing business into the side of the building built for warehousing. The property owner had no immediate plans to use the remaining floor space until the applicant proposed using the area as a temporary location for its operation until such time as a new building could be constructed to house the movie cinema/live production theater. But for the conditional use permit, a portion of the building will remain vacant until such time as a tenant is found to occupy the floor space anticipated to be unused by the property owner as part of the manufacturing operation.
- f. Compatibility of the subject property for the proposed use – Staff is of the opinion that the property is compatible with the proposed uses. The building contains approximately 56,242 sq ft of office space that contains a sizable room where corporate presentations and large meetings were held when the building was occupied by Alco Stores, Inc. The large room, and some adjacent space, is proposed to be used for the movie cinema/live production theater and general office space and concessions.

Staff has made several visits to the building with the applicant and the property owner to determine how the building will be used for the proposed use. Based on these visits and discussions with the applicant and property owner, staff is of the opinion that the subject property is compatible with the proposed use in a temporary context. Staff acknowledges that the facility may not be entirely ideal for the proposed use, but is satisfied that all life and safety issues may be adequately addressed by the applicant and property owner to accommodate the proposed use.

- g. Whether the Comprehensive Plan is furthered and supported by this proposal – It is the opinion of staff that the Comprehensive Plan is both furthered and supported by the proposal. Several Key Issues and Goals of the Comprehensive Plan may be interpreted as supporting the proposed use.
 - i. **Key Issue 1, Goal F** is to “attract working age residents both new and returning.” It is reasonable to believe that working age residents seek to reside in communities with certain amenities such as movie cinemas and live production theaters.
 - ii. **Key Issue 2, Goal B** is to “increase education opportunities through supplemental resources, activities and community involvement.” The Great Plains Theatre has managed a productive youth education program focused on the performing arts. It is imagined that this program will be continued, in some manner, by the applicant. While not considered traditional educational opportunities, the applicant's program has provided a unique educational opportunity that is a potential regional draw to the community and that develops

many quality characteristics in those that participate. The proposed use would allow the program to continue within the community.

- iii. **Key Issue 5, Goal E** is to “make downtown a regionally recognized shopping and cultural destination.” While the proposed location for the proposed movie cinema/live production theater may not be considered as “downtown,” it is in a location that is in close proximity to the downtown and is relatively easy to access from downtown. The proposed use will presumably compliment downtown and may help further the desire for a cultural destination in the community, even if the location is temporary. The Great Plains Theatre is not a new entity in Abilene. The appeal of a movie cinema/live production theater is a great cultural asset for any community, and is especially important given the lack of such facilities since the Great Plains Theatre burned down.

h. Adverse impacts on adjacent properties if all conditions placed upon the request are met

- i. **Traffic Congestion:** The proposed use is not anticipated to create an increase in traffic greater than what was created by the daily traffic from the previous owners of the property, although the traffic patterns will be different than the former use. Traffic will not be of a commercial nature and will peak less than an hour or so prior to and following most cinematic presentations and live productions. Traffic congestion is not anticipated to be an issue during these peak periods of operation as vehicles will be able to access the parking lot located south of the building easily and conveniently.
 - ii. **Noise:** The sound created by theaters is usually contained within the confines of the structure and is not anticipated to have any off-site impacts. There may be an increase in noise related to vehicles arriving and leaving the site prior to and after presentations, but noise levels are anticipated to be at or below noise levels from previous uses on the site.
 - iii. **Parking:** Sufficient parking is provided in a parking lot at the corner of Cottage Avenue and Campbell Street.
 - iv. **Signage:** The applicant will be required to install any signage in conformance with Article 27 of the Zoning Regulations. As of the preparation of this report, staff is unaware of any plans to install signage.
 - v. **Safety:** There are adequate provisions for water, sanitation and public utilities and services to ensure that the expanded use would not be detrimental to public health and safety in that the site is located within an urbanized area adequately served by existing infrastructure. Furthermore, the proposed use will be done within an existing commercial building that will be remodeled and renovated to comply with all current life and safety requirements. The property owner and applicant have provided a plan for building modifications that will allow the structure to comply with various requirements found in the Fire Code. The applicant will sell, or make available during performances, alcohol that will be sold in compliance with all applicable federal, state, and local laws.
- i. Solid waste disposal facilities – This item is not applicable to the request.

- 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. Staff could not think of any similar uses located in Abilene where a manufacturing use and a low density commercial use existed within the same building for comparative purposes.

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 any signage and occupancy certificates.
 - b. All exits will be signed and lighted to the satisfaction of the Building Inspector to ensure that patrons may understand how to exit the building in the event of an emergency or other event requiring the evacuation of the building during a performance. The exit in the primary room of the proposed use leading to the north of the building shall not be used as an emergency exit due to its proximity to adjacent railroad tracks and an inaccessible entrance.
 - c. The applicant must adhere to the maximum occupancy limit of 200 persons for their event space as set forth by the 2003 International Building Code as adopted by the City.
 - d. The applicant and/or property owner will comply, to the satisfaction of the Building Inspector, with 2003 International Building Code requirements for theaters, as previously discussed with the applicant and attached hereto.
 - e. Any significant change in use or physical alteration of the land or structures may require a review of this Conditional Use Permit at the determination of the Community Development Director.
 - f. The Conditional Use Permit shall be valid for two years following the date of issuance. The applicant will have to request an extension of the Conditional Use Permit, at the discretion of the Planning Commission, if a permanent structure is not completed and approved for occupancy.
 - g. A proposed text amendment to allow movie cinemas/live production theaters as a temporary use in an "I-1, Light Industrial District" must be approved by the City Commission prior to the issuance of a Conditional Use Permit and Certificate of Occupancy.
2. Recommend denial of the Conditional Use Permit.
3. Table for further information. The Planning Commission must specify the information being requested of staff or the applicant in order to allow it to make a recommendation on the request to the City Commission.

Theaters.

IBC –Assembly Group A-1

IBC-Thunderstruck Bumpers, Factory Group F-1 (Moderate Hazard)

IBC- 3 hour fire separation between A-1 & F-1 (IBC 302.3.2)

IBC- Maximum occupancy is 1 person per 15 ft², to include occupants from accessory spaces (back stage, dressing rooms etc...IBC 1004.1.2 & 1004.1.3)

IBC-Minimum egress width is occupant load x 0.2. For example, an occupancy load of 200 requires a minimum egress width of 40". An Occupancy load of 150 requires a minimum egress width of 30". (IBC Table 1005.1) Exit Corridor width shall be a minimum of 44" (IBC 1016.2)

IBC-The means of egress, including the exit discharge, shall be illuminated at ALL times the building space served by the means of egress is occupied, except the aisle "accessways" in Group A. (IBC 1006.1)

IBC- The means of egress illumination shall be supplied by the buildings power under normal operation. In the event of power supply failure, an emergency electrical system shall automatically illuminate the Exit access corridors, passageways, aisles, exterior lights at point of discharge. (IBC 1006.3)

IBC- The emergency power system shall provide power for a duration of not less than 90 minutes and shall consist of storage batteries or an on-site generator. (IBC 1006.3)

IBC- Two or more exits are required. (IBC Table 1014.1)

IBC- Required exits shall be unobstructed at all times. (IBC 1014.2)

IBC- The maximum exit travel distance is 250' (IBC Table 1015.1)

IBC- The clear width of means of egress from the risers/stairs shall be Occupant load x 0.3. (For example, an occupancy load of 200 requires a 60" egress. An occupancy load of 150 requires a 45" egress) (IBC-1024.6.1)

IBC- The minimum clear width of aisles shall be 48" for aisle stairs having seating on each side. (IBC 1024.9.1)

IFC- 1 Fire extinguisher per 1,500 ft² of floor space with a maximum travel distance of 75' to any extinguisher (IFC Table 906.3 (1)).



CITY OF ABILENE, KANSAS

DEVELOPMENT APPROVAL APPLICATION FORM

419 N. Broadway · Abilene, Kansas 67410 · Tel: (785) 263-2355 · Fax: (785) 263-2552 · www.abilenecityhall.com

INSTRUCTIONS: This Application and all required fees and information must be submitted in accordance with the Code of the City of Abilene and the City of Abilene Zoning and Subdivision Regulations. All information requested in this application must be provided and answered completely.

PART I: TO BE COMPLETED BY APPLICANT

APPLICATION INFORMATION

APPLICATION FOR (CHECK APPROPRIATE BOX):

- | | |
|----------------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> ADMINISTRATIVE APPEAL | <input type="checkbox"/> LOT SPLIT |
| <input type="checkbox"/> ANNEXATION | <input type="checkbox"/> NON-CONFORMING USE CERTIFICATE |
| <input type="checkbox"/> CERTIFICATE OF APPROPRIATENESS | <input type="checkbox"/> PRELIMINARY PLAT |
| <input type="checkbox"/> COMPREHENSIVE PLAN AMENDMENT | <input type="checkbox"/> PLANNED DEVELOPMENT |
| <input checked="" type="checkbox"/> CONDITIONAL USE PERMIT | <input type="checkbox"/> REPLAT |
| <input checked="" type="checkbox"/> DEVELOPMENT CODE AMENDMENT | <input type="checkbox"/> REZONING/ZONING MAP AMENDMENT |
| <input type="checkbox"/> FINAL PLAT | <input type="checkbox"/> SITE PLAN |
| <input type="checkbox"/> HOME OCCUPATION PERMIT | <input type="checkbox"/> VACATION (PLAT, STREET, EASEMENT) |
| <input type="checkbox"/> LANDMARK DESIGNATION | <input type="checkbox"/> VARIANCE |

FOR OFFICIAL USE ONLY

Appn Number: PC 15-6-04P

Date Received: 5/26/15

Received By: Dalia

PC 15-7 text amend

BRIEF DESCRIPTION OF APPLICATION PURPOSE: Temporary use of building for movie/live productions

APPLICANT INFORMATION

APPLICANT/AGENT (If Not Property Owner):

NAME: Elizabeth Weese TELEPHONE: 785.263.4574

BUSINESS NAME: Great Plains Theatre 311 NW 3rd FAX: _____

CITY: Abilene STATE: KS ZIP: 67410

PROPERTY OWNER (If Different from Applicant/Agent):

NAME: CAsen Brown TELEPHONE: 800.240.9392

BUSINESS NAME: Thunderstruck FAX: _____

CITY: Abilene, KS 67410 STATE: KS ZIP: 67410

ENGINEER/ARCHITECT/SURVEYOR:

NAME: _____ TELEPHONE: _____

BUSINESS NAME: _____ FAX: _____

CITY: _____ STATE: _____ ZIP: _____

E-mail: _____

Print Form

PROPERTY INFORMATION

PROPERTY ADDRESS OR GENERAL LOCATION (IN RELATION TO NEAREST STREETS):

461 Cottage Avenue

PROPERTY TAX IDENTIFICATION NUMBER:

Existing Zoning I-1 Proposed Zoning I-1 Existing Land Use Manufacturing Proposed Land Use

GROSS SIZE OF PLAT/LOT:

Residential: 0 Commercial: 0 Industrial: Other: Total:

NUMBER OF LOTS:

Residential: 0 Commercial: 0 Industrial: 1 Other: 0 Total: 1

IMPROVEMENT CHARACTERISTICS:

Number of Buildings or Structures 1 Maximum Height of Buildings or Structures Total Building Area Total Impervious Area

EXISTING PUBLIC FACILITIES:

Water Service: [X] Public [] Private Other (Describe)
Wastewater Service: [X] Public [] Private Other (Describe)
Roadway Access: [X] Public [] Private Other (Describe)

FLOODPLAIN INFORMATION:

Floodway [] Yes [] No FIRM Map-Panel Number
Floodway Fringe [] Yes [] No Zone:

ARE ANY OTHER PERMITS OR DEVELOPMENT APPROVALS REQUIRED, APPLIED FOR OR RECEIVED FOR THE APPLICATION PROPERTY BY THE CITY OR ANY OTHER JURISDICTION OR AGENCY?

[] Yes [] No If Yes, Describe Briefly and Attach a Copy of Each Permit, Approval or Application

APPLICANT/PROPERTY OWNER CERTIFICATION*

I/we acknowledge receipt of the instruction sheet explaining the method of submitting this application. I/we realize that this application cannot be processed unless it is completely filled in; is accompanied by a current abstractor's certificate as required in the instruction sheet; and is accompanied by the appropriate fee. I/we further certify that the foregoing information is true and correct to the best of our knowledge. I/we acknowledge that the City of Abilene Planning Commission, Board of Zoning Appeals or City Commission shall have authority to impose such conditions as it deems necessary in order to serve the public interest and welfare.

[Handwritten Signature]

Applicant Signature

May 26, 2015

Date

Applicant Signature

Date

Fee: \$100.00

* This Application must bear the signature(s) of the property owner(s). If an authorized agent signs on the owner's behalf, the agent shall sign his own name and attach the owner's written notarized authorization to this Application.

PART II - TO BE COMPLETED BY STAFF

DOCUMENTS TO BE SUBMITTED WITH APPLICATION**

- | | | |
|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Copy of Deed | <input type="checkbox"/> Easements and Covenants | <input type="checkbox"/> Location Map |
| <input type="checkbox"/> Site Plan | <input type="checkbox"/> Preliminary Plat | <input type="checkbox"/> Final Plat |
| <input type="checkbox"/> Infrastructure Plans | <input type="checkbox"/> Development Agreement | <input type="checkbox"/> Grading and Stormwater Plans |
| <input type="checkbox"/> Elevation Survey | <input type="checkbox"/> Traffic Impact Study | <input type="checkbox"/> Construction Plans |
| <input type="checkbox"/> Performance Agreement | <input type="checkbox"/> Proof of Notification | <input type="checkbox"/> Utility Plans |
| <input type="checkbox"/> Text Amendment Language | <input type="checkbox"/> Property Owner List | <input type="checkbox"/> Comprehensive Plan Amendment Justification |
| <input type="checkbox"/> Annexation Boundary Map | <input type="checkbox"/> Operating Characteristics Report | <input type="checkbox"/> Administrative Appeal Justification |
| <input type="checkbox"/> Variance Justification | <input checked="" type="checkbox"/> Other <u>building layout + written authorization of use by property owner</u> | |

Additional document requirements provided to applicant on _____. The applicant is advised that the application is not accepted for public review until such time as the above identified documents are submitted and a Determination of Complete Application is certified.

David B. Dillner
Name

David B. Dillner
Signature

City Manager
Title

5/19/15
Date

** Number of copies for submission determined by Zoning Administrator. The Zoning Administrator may request additional information as deemed necessary to properly evaluate the permit application.

APPLICATION REVIEW

DECISION-MAKING BODY: Staff Planning Commission Board of Zoning Appeals City Commission
 Heritage Commission Other (specify): _____

DATE OF INITIAL HEARING(S): July 14th, 2015

FEE AMOUNT: 100⁰⁰ **DATE FEE PAID:** 5/26/15

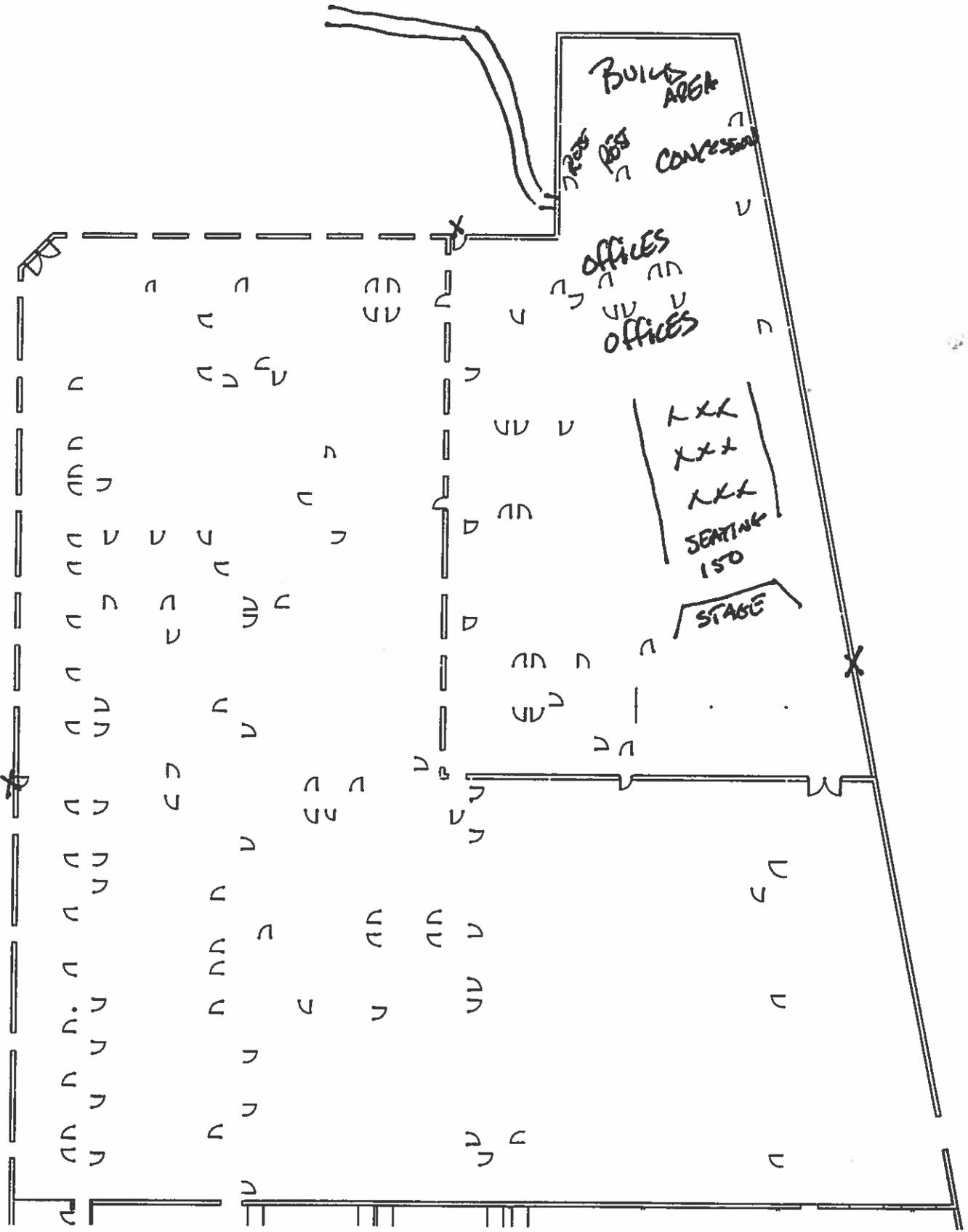
DETERMINATION OF COMPLETE APPLICATION:
 I certify that the Development Approval Application and attached documents are sufficient in form and content for review and recommendation by the decision-making bodies of the City of Abilene. As such, all required notifications and hearings may proceed pursuant to City regulations and procedures. This certification does not preclude the review, recommendation and/or decision-making bodies from requesting additional information as deemed necessary to serve the public interest.

David B. Dillner
Name

David B. Dillner
Signature

City Manager
Title

5/26/15
Date





401 Cottage Street Abilene, Ks 67410 | 785-827-5200 | thunderstruckinc@yahoo.com

June 9, 2015

Thunder Struck will be giving Great Plains Theatre the use of the Auditorium located at 401 Cottage Street in Abilene, Ks.

Sincerely,
Casen Brown

CITY OF ABILENE
PLANNING COMMISSION
MEETING MINUTES

July 14, 2015
Meeting at 4:30 p.m.
Abilene Public Library
209 NW 4th Street

Members Present: Gene Bielefeld, Rod Boyd, Kyle Campbell (Vice-Chair), Bruce Dale, Steven Olson, Travis Sawyer (Chair) and Michelle Stephens

Members Absent: none

Staff Present: David Dillner and Jennie Hiatt

Others Present: Commissioner Weishaar (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 all seven commissioners present.

Approval of Agenda.

Campbell made a motion to approve the agenda as written. The motion was seconded by Olson. The motion passed unanimously. (7-0)

Approval of Meeting Minutes – May 12, 2015 & June 9, 2015.

Bielefeld made a motion to approve both sets of minutes as written. The motion was seconded by Boyd. The motion passed unanimously. (7-0)

Business.

1. **Public Hearing, PC 15-5**, a request by Great Plains Theatre for a Conditional Use Permit (CUP) to allow a movie cinema and live production theatre, as a temporary use, in the Light Industrial (I-1) Zoning District located at 401 Cottage Avenue, Abilene, KS.

Dale stated that he needed to recuse himself because he is on the Great Plains Theatre board.

Dillner presented the staff report.

Sawyer asked the Commissioners if they had any questions for staff.

There was discussion.

Campbell asked about the two different motions that needed to be made and for the CUP and the text amendment.

Dillner explained that it was due to a publishing error that the Text Amendment won't be heard until the special meeting on August 3, 2015 and then both the CUP and Text Amendment will go to the City Commission on August 10, 2015.

There was discussion regarding whether or not to table the CUP and Dillner explained that it would set back the process due to the 14 day waiting period for the CUP.

Sawyer asked the applicant if they had any comments.

Elizabeth Weese said that David had covered it very thoroughly and that this is presenting a perfect interim gap for GPT. She then asked if the Commissioners had any questions or concerns.

Sawyer then opened the public hearing.

Dennis Weese, 2997 Eden Rd., stated the he stood for the power of yes and progress. We have new owners of a business who said yes before we even asked a question. He told about the excitement of patrons on moving forward in the new temporary location. He then thanked the Commissioners for their time and consideration.

Viktoria Koehler, 500 Cottage Ave, stated that she lives directly across from this building and just had a concern about vehicles parking along Cottage Avenue that could create a hardship on those property owners who need to park on the street.

Dillner replied that there will actually be more parking available than at their previous location with the parking lot across the street. He also stated that the City will monitor any issues, but would also recommend that Great Plains Theatre staff continue to encourage patrons to use the parking lot.

Ann Manning, 607 NW 3rd, has been in this community for many, many years and has watched the theatre grow and be a great advantage to our community and if the owners of this building have faith in us, I think our commissioners should too.

Sawyer closed the public hearing.

Sawyer asked if the commissioners had any question.

Campbell has there been discussion over these conditions with the theatre and if so, how receptive was the theatre.

Dillner replied that the conditions listed is a summary of many of things that we've discussed as part of our walk thru and for the most part we're all agreeing that this is what we need to do to move forward.

There was discussion.

Campbell stated that if the commission wanted to add a bullet point to say "encourage usage of the parking lot by patrons" we could add that.

Dillner stated that it could definitely be within the scope of the Conditional Use Permit.

Campbell made a motion to recommend approval to the City Commission with the listed findings along with the addition of the condition that the theatre would encourage the usage of the parking lot south of the structure by its patrons and minimizing the parking impact on the residents in that area. The motion was seconded by Bielefeld. Dale abstained from the vote, due to a previously stated conflict of interest. The motion passed unanimously. (6-0)

Comments.

The next meeting is scheduled for July 14, 2015.

Adjournment.

Stephens made a motion to adjourn the meeting. The motion was seconded by Olson. The motion passed unanimously (7-0) and the meeting was adjourned.

Minutes Submitted,

David Dillner
City Manager

Minutes Approved,

Travis Sawyer, Chair

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: 2015 KLINK Resurfacing Project
DATE: July 31, 2015

The City has applied for and the Secretary of Transportation has approved a KLINK Resurfacing Project for the City of Abilene. The scope of the project will include the mill and overlay for N. Buckeye Avenue from 15th to 21st Street.

The City has participated in this program for several years, and has provided a mill and overlay of Buckeye Avenue from the south city limits to 15th Street. The City has skipped the intersection of Buckeye Avenue and 14th Street since this intersection has been submitted for Geometric Improvement funding from KDOT.

Special Considerations: None

Budgetary Considerations: The KLINK Resurfacing Program, administered by KDOT, provides state transportation funds towards the cost of construction and construction engineering associated with the mill and overlay of Buckeye Avenue. The KLINK Program is a reimbursement program, so the City must pay for the cost of the project and receive reimbursement from KDOT. Reimbursement is limited to 75% of the total actual cost of construction and construction engineering, not to exceed \$200,000. The City is responsible for 100% of the cost associated with preliminary engineering, utility adjustments, or other non-participating items. Historically, the City has used its portion of gas taxes to pay its local share of KLINK Project costs.

The City's estimated cost of the project is \$97,152 based on the engineer's estimate prepared on May 5, 2014, based on the preliminary total project cost estimate of \$297,152.

City Manager Recommendation: The City Manager recommends approving a resolution approving an agreement with KDOT for the construction of a KLINK Resurfacing Project on Buckeye Avenue.

City Commission Actions: The City Commission will be asked to consider a resolution approving Agreement No. 215-15 between the Kansas Department of Transportation and the City, concerning KLINK Resurfacing Project 15-21 U-0279-01. The Commission has the following options with respect to this option:

1. Approve the resolution and authorize the City to participate in the KLINK Resurfacing Program.
2. Deny approval of the resolution. The City would not participate in the KLINK Resurfacing Program, and the aforementioned section of Buckeye Avenue would not be maintained as provided.
3. Table the resolution for more information. The City Commission will have to specify the information it desires to make a prudent decision.

Supporting Documentation:

- Resolution approving Agreement No. 215-15 between the Kansas Department of Transportation and the City of Abilene, Kansas, concerning KLINK Resurfacing Project No. 15-21 U-0279-01
- Agreement No. 215-15
- Project Application
- Preliminary Total Project Cost Estimate (May 5, 2014)
- Project Boundaries Map



City Connecting Links "KLINK" Resurfacing Program

Fiscal Year 2016

Submission Date May 5, 2014

1. General Applicant Information

a. Name of City	City of Abilene
County of Project Location	Dickinson
Population of City	6844
State Highway of Project	K-15
b. Name and title of primary contact person <i>Should be an elected official or employee of the City</i>	Lon Schrader, Public Works Director
Address	601 NW 2nd Street, Abilene, KS 67410
Phone Number	785-263-3510
Email	pwdirect@abilenecityhall.com

2. Project Location and Description - *Attach additional sheets as necessary*

Project Location	Buckeye Avenue from NE 15th Street to 21st Street Abilene, KS	
Project Length (in miles or feet)		2,100
Project Scope (description of work: milling, overlay, etc)	2" Mill & HMA Overlay	

3. Estimated Cost of the Project - (Construction Year)

a. Construction	\$241,360.00
b. Construction Engineering/Inspection	\$18,484.00
c. Inflation Amount [(a+b) x inflation rate] (Inflation Rate 2016= 8.2%)	\$21,307.21
d. Total Estimated Cost (a+b+c)	\$281,151.21
e. Local Match* (25% or 50% minimum required, depending on population)	\$81,151.21
f. Total Requested Amount from KDOT [(d-e), not to exceed \$200,000]	\$200,000.00

**KDOT will participate in the cost of construction and construction engineering at the rate of 75% for cities with a population of less than 10,000 or 50% for cities with a population of 10,000 or greater, not to exceed \$200,000 of state funds.*

3. Coordination Information

a. Describe any known KDOT or other projects that may need coordination:

b. Has the proposed project been discussed or reviewed by any KDOT field staff? (yes/no)

No

If so, who?

Attachment Checklist

- a. Project Map
- b. Completed details cost estimate

Submit Application by mail to:

Kansas Department of Transportation
Bureau of Local Projects
Eisenhower State Office Building
700 SW Harrison, 3rd Floor- West Wing
Topeka KS 66603-3745

Complete applications may also be emailed to lpeplans@ksdot.org. To confirm receipt, if you do not receive an email response, please follow up with a call to the Bureau of Local Projects at 785.296.3861.

Submit by Email



Google earth

miles
km



FY2016 Buckeye KLINK
 NE 15th Street to NE 21st Street
 City of Abilene, Kansas

5/5/2014

Preliminary Total Project Cost Estimate

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	Mobilization	1	Lump Sum	\$20,000.00	\$20,000.00
2	Milling (2") (Mainline)	13,220	Sq. Yd.	3.00	39,660.00
3	Milling (2") (Sideroads)	800	Sq. Yd.	10.00	8,000.00
4	Temporary Surfacing Material	100	Tons	25.00	2,500.00
5	Pavement Marking	1	Lump Sum	12,000.00	12,000.00
6	Traffic Control	1	Lump Sum	20,000.00	20,000.00
7	HMA - Commercial Grade (Class A) (Mainline)	1,455	Tons	80.00	116,400.00
8	HMA - Commercial Grade (Class A) (Sideroads)	88	Tons	100.00	8,800.00
9	Manhole Frame and Cover Replacement *	10	Each	800.00	8,000.00
10	Water Valve Frame and Cover Replacement *	10	Each	600.00	6,000.00
					\$241,360.00

* Non-Participating Item per KLINK Program guidelines

Inflation to 2016 (8.2%) = **\$19,791.52**

PRELIMINARY CONSTRUCTION COST = \$261,151.52

Engineering (100% City) = 16,000.00

Construction Inspection (25% City) = **20,000.00**

PRELIMINARY TOTAL PROJECT COST = \$297,151.52

KDOT Breakdown

KDOT Participating Total (Preliminary Construction Cost & Construction Inspection) = \$267,151.52

KDOT 75% Share of Participating Total = \$200,363.64

KDOT Maximum per KLINK Program guidelines = **\$200,000.00**

City Breakdown

City Project Total (Entire Remainder of Total Project Cost above KDOT Maximum) = **\$97,151.52**

RESOLUTION NO. _____

A RESOLUTION APPROVING AGREEMENT NO. 215-15 BETWEEN THE KANSAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF ABILENE, KANSAS, CONCERNING KLINK RESURFACING PROJECT NO. 15-21 U-0279-01

WHEREAS, the City Commission desires to enter into an Agreement with Michael S. King, Secretary of Transportation of the Kansas Department of Transportation ("KDOT") for the purposes of resurfacing a portion of Buckeye Avenue as an approved KLINK Resurfacing Project.

NOW, THEREFORE BE IT RESOLVED, by the City Commission of the City of Abilene, as follows:

SECTION ONE. Agreement. That an Agreement between KDOT and the City of Abilene, Kansas, is hereby adopted as attached hereto as **Exhibit A**.

SECTION TWO. Implementation. The Mayor is hereby authorized to execute the aforementioned Agreement, and the City Manager shall be authorized to enforce the provisions as provided therein and in applicable resolutions, ordinances, and laws.

SECTION THREE. Effective Date. That the effects of this Resolution shall be in full force after its approval by the City Commission.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 10th day of August, 2015.

CITY OF ABILENE, KANSAS

By: _____
Dennis P. Weishaar, Mayor

ATTEST:

Penny Soukup, CMC
City Clerk

EXHIBIT A

Agreement No. 215-15

Kansas Department of Transportation

and the

City of Abilene, Kansas

(Project No. 15-2 U-0279-01)

August 10, 2015

PROJECT NO. 15-21 U-0279-01
KLINK RESURFACING PROJECT
CMS CONTRACT NO. _____
CITY OF ABILENE, KANSAS

AGREEMENT

This Agreement is between **MICHAEL S. KING, Secretary of Transportation, Kansas Department of Transportation (KDOT)** (the "Secretary") and the **City of Abilene, Kansas ("City")**, collectively, the "Parties."

RECITALS:

- A. The City has applied for and the Secretary has approved a KLINK Resurfacing Project.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The City desires to construct a street resurfacing Project on Buckeye Avenue (K-15), a city connecting link for the State Highway System, in the City.
- D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of State Highway funds.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

1. **City Connecting Link** - a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city's limits and is designated as part of the national system of Interstate and defense highways.

2. **KLINK Resurfacing Program** - a city connecting link (KLINK) resurfacing program that is a part of the KDOT Local Partnership Program with cities and counties. The state's participation in the cost of construction and construction engineering will be seventy-five percent (75%) for cities with a population of less than 10,000 or fifty percent (50%) for cities with a population of 10,000 or greater, up to a maximum of \$200,000.00 per fiscal year of state funds. The KLINK Resurfacing Program is for contract maintenance only.

3. **Project** - mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other pre-approved resurfacing methods for the KLINK Resurfacing Program for N Buckeye Avenue (K-15), from 15th Street to 21st Street.

4. **Eligible/Participating Bid Items** - all bid items that pertain to Project resurfacing and striping along the connecting link only. Items eligible for KLINK funding include manhole adjustments, milling, overlays, aggregate or paved shoulders (if already existing), concrete pavement, thin bonded concrete overlays, joint repair, slurry seals, bituminous seals, ultra thin bonded overlay, concrete and asphalt pavement patching, subgrade improvement, reconstruction, traffic control, transporting of salvageable material (millings), striping, traffic signal loops on the state highway and that portion of the traffic signal loops that lie inside the return on side streets, and pavement marking on the connecting link. Video-detection systems are participating, except on side streets; however, such systems will require pre-approval, as well as additional details, and a bill of materials to be included in the final design plans. Resurfacing work is participating out to the curb returns on side streets.

5. **Non-Eligible/Non-Participating Bid Items** - items typically non-eligible for KLINK funding include but are not limited to: bridge deck patching, utility adjustments, curb and gutter, overlay of curb and gutter, adjustment or reestablishment of survey markers, drainage appurtenances, driveways, entrances, sidewalks, sidewalk ramps, construction warranties, traffic loop construction outside the return on a side street, video detection on side streets, and construction outside of the curb and gutter. Work performed outside the Project limits on side streets, or outside the city limits is non-eligible for state participation, items with unit price changes from the let price (other than items with price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.

6. **Fiscal Year (FY)** - the state's fiscal year begins July 1 and ends on June 30 of the following calendar year.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Reimbursement of Project Costs.** The Secretary agrees to reimburse the City seven-five percent (75%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, but not to exceed \$200,000.00, as the Secretary's total share of the cost to construct the Project. The Secretary shall not be responsible for the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceed \$266,667.00. The Secretary shall not be responsible for the total actual costs of preliminary engineering, utility adjustments, or items not participating in the KLINK Resurfacing Program.

2. **Reimbursement Payments.** The Secretary will make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed by the City that the Project was constructed within substantial compliance of the final design plans and specifications.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Limited Scope.** The Project is limited to roadway resurfacing along the Project location. The Project roadway resurfacing may include all eligible items as defined above. Roadway resurfacing does not include such non-eligible items as defined above and any other items deemed non-eligible by the Secretary. The City will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, regardless of whether such improvements are deemed non-eligible/non-participating bid items by the Secretary for reimbursement purposes.
2. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current KLINK Resurfacing Program for this Project.
3. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.
4. **Indemnification by Contractors.** The City will require the contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act of omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.
5. **Design, Letting, and Administration.** The City will prepare or contract to have prepared, the design plans, specifications, and cost estimate (PS&E) for the Project, let the contract, and award the contract to the lowest responsible bidder. The City agrees to construct or have constructed the Project in accordance with the final design plans and specifications; inspect or have inspected the construction; administer the Project; and make the payments due the contractor, including the portion of cost borne by the Secretary. The City shall design the Project or contract to have the Project designed in conformity with the current version of Section 16.0 City Connecting Links (KLINK) Resurfacing Program of the LPA Project Development Manual.
6. **Responsibility for Adequacy of Design.** The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of the design plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, and estimates. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation,

expressed or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, and estimates or any other work performed by the consultant or the City.

7. **Design Schedule and Submission to Secretary.** The City will follow a schedule for design and development of plans that will allow the Project to be let to contract in the programmed fiscal year; otherwise, the City agrees the Secretary has the right to withdraw the Secretary's participation in the Project. If the City's Project preliminary plans, specifications, and a cost estimate (PPS&E) are submitted to KDOT's Bureau of Local Projects later than May 1 of the programmed fiscal year, at the Secretary's discretion, the Project may be moved into a future fiscal year.

8. **Movement of Utilities.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other utilities, publicly or privately owned, which may be necessary for construction of the Project in accordance with the final design plans. The expense of the removal or adjustment of the utilities and encroachments located on public right of way or easement shall be borne by the owner or the City.

9. **Future Encroachments.** The City will prohibit future erection, installation or construction of encroachments either on or above the right of way, and it will not in the future permit the erection of fuel dispensing pumps upon the right of way of the connecting link. The City further agrees it will require any fuel dispensing pumps erected, moved or installed along the connecting link be placed a distance from the right of way line no less than the distance permitted by the National Fire Code.

10. **Legal Authority.** The City will adopt all necessary ordinances and/or resolutions and take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

11. **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the design plans, which includes the City's plan for handling multi-modal traffic during construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same.

12. **Permanent Traffic Control.** The City shall conform the location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by a public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference, and shall be subject to the approval of the Secretary.

13. **Access Control.** The City will maintain control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final design plans, unless prior approval is obtained from the Secretary.

14. **Final Design Plans.** The final design plans will depict the entire Project location. The eligible/participating bid items must be shown separated and listed apart from the non-eligible/non-

participating bid items on the final design plans, bid documents, and on the detailed billing provided by the City. The City shall have the final design plans signed and sealed by a licensed professional engineer. The City will furnish to KDOT's Bureau of Local Projects an electronic set of final design plans and specifications. The City further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

15. Program Administration. In addition to complying with all requirements contained in Section 16.0 City Connecting Links (KLINK) Resurfacing Program of the LPA Project Development Manual:

(a) The City acknowledges that funding for the Project may be cancelled if the City proceeds to advertise, let, or award a contract for the Project, prior to receipt of notification from KDOT's Bureau of Local Projects of its completion of the final review of the plans, specifications, and estimates (PS&E).

(b) The City acknowledges that funding for the Project may be cancelled if the City awards the contract for the Project prior to its receipt of an "Authority to Award" notification from KDOT's Bureau of Local Projects.

(c) The City will provide to KDOT's Bureau of Local Projects an electronic copy of the executed contract, the completed tax exemption form (PR-76 or PR-74a) and the City's Notice of Award.

(d) After the contract for the Project is awarded, the City will promptly notify both the Project Manager of KDOT's Bureau of Local Projects and the KDOT Area Engineer to communicate the date the contractor is anticipated to begin work on the Project.

(e) The City acknowledges that any costs for work completed prior to receipt of a Notice of Actual Start Date from the KDOT Area Engineer are ineligible for participation in the Program, will be deemed non-participating costs, and shall be the responsibility of the City.

16. Discrimination Laws. The City will: (a) comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*)(ADA) and not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; and (d) include those provisions in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such contractor, subcontractor or vendor. If the City fails to comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation will constitute a breach of this Agreement. If the Secretary determines the City has violated applicable provisions of the ADA, the violation will constitute a breach of this Agreement. If any violation under this paragraph occurs, this Agreement may be cancelled, terminated or suspended in whole or in part.

17. Prevailing Wages. The City will require the contractor to pay prevailing wages. The City will incorporate into the construction contract the current general wage decision for the county in

which the Project is being constructed. The City can obtain the current wage decision from the KDOT Bureau of Construction and Materials website.

18. **Inspections.** The City will provide the construction engineering/inspection necessary to determine substantial compliance with the final design plans, specifications, and this Agreement. The City will require at a minimum all personnel, whether City or consultant to comply with the high visibility apparel requirements of the *KDOT Safety Manual*, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for inspection, the agreement must contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

19. **Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of the funding participation in the KLINK Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the contractor's errors, omissions or deviations from the final design plans and specifications.

20. **Attestation.** Upon completion of the Project the City shall have a licensed professional engineer employed by the City attest in an email to the KDOT Area Engineer and the Project Manager for KDOT's Bureau of Local Projects, that the Project was completed in substantial compliance with the final design plans and specifications.

21. **Final Acceptance.** Prior to issuing final payment to the contractor, the City must obtain final acceptance of the Project from the KDOT Area Engineer.

22. **Accounting.** Upon request by the Secretary, the City will provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of KDOT and costs incurred by the City not to be reimbursed by KDOT for preliminary engineering, utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

23. **Reimbursement Request.** The City will request payment from the Secretary after the City has paid the contractor in full, and a licensed professional engineer has attested in writing the Project has been completed in conformance with the plans and specifications.

24. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered non-participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE IV

GENERAL PROVISIONS:

1. **Existing Right of Way.** The Project will be constructed within the limits of the existing right of way.

2. **Incorporation of Final Plans.** The final design plans and specifications are by this reference made a part of this Agreement.

3. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to this Project.

4. **Project Modification.** Any of the following Project changes require the City to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be let
- b. Project length
- c. Project location
- d. Project scope

Items b, c, and d require an attached map to scale.

It is further mutually agreed during construction, the City shall notify the Secretary of any changes in the plans and specifications.

5. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

6. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

7. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

8. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement are binding upon the Secretary and the City and their successors in office.

9. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

10. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.

11. **Effective Date.** This Agreement will become effective as of the date signed by the Secretary or designee.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF ABILENE, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

By: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) **Compliance with regulations:** The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) **Nondiscrimination:** The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontractors, including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) **Information and Reports:** The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) **Employment:** The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) **Disadvantaged Business Obligation**
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) **Executive Order 12898**
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

GENERAL FUND	2015 QTD Revenue	2015 QTD Expenses	2014 QTD Revenue	2014 QTD Expenses
1st Quarter	\$ 1,736,246		\$ 1,391,835	
General Government		\$ 81,673		\$ 119,643
Police		\$ 317,803		\$ 296,515
Fire		\$ 189,256		\$ 186,182
Streets		\$ 139,414		\$ 160,906
Bindwood/Flood Maint		\$ 20,976		\$ 19,901
Parks		\$ 57,602		\$ 51,953
Swimming Pool		\$ -		\$ 630
Community Development		\$ 61,373		\$ 47,430
Municipal Court		\$ 38,475		\$ 35,778
Senior Center		\$ 5,396		\$ 5,564
Public Transportation		\$ 19,232		\$ 21,671
Civic Center		\$ 3,559		\$ 5,491
General Fund	\$ 1,736,246	\$ 934,759	\$ 1,391,835	\$ 951,664
2nd Quarter	\$ 2,928,171		\$ 2,558,196	
General Government		\$ 244,296		\$ 231,698
Police		\$ 583,374		\$ 557,762
Fire		\$ 360,842		\$ 345,759
Streets		\$ 298,227		\$ 349,224
Bindwood/Flood Maint		\$ 43,775		\$ 38,428
Parks		\$ 130,976		\$ 124,883
Swimming Pool		\$ 6,095		\$ 6,039
Community Development		\$ 107,902		\$ 102,342
Municipal Court		\$ 71,897		\$ 62,574
Senior Center		\$ 12,527		\$ 13,646
Public Transportation		\$ 40,264		\$ 42,491
Civic Center		\$ 10,433		\$ 15,227
General Fund	\$ 2,928,171	\$ 1,910,609	\$ 2,558,196	\$ 1,890,074

WATER FUND	2015 QTD Revenue	2015 QTD Expenses	2014 QTD Revenue	2014 QTD Expenses
1st Quarter	\$ 352,280		\$ 353,158	
Distribution		\$ 115,588		\$ 122,734
Production		\$ 81,792		\$ 117,484
Commercial		\$ 45,923		\$ 51,483
Debt Service		\$ 1,846		\$ 2,534
Water Fund	\$ 352,280	\$ 245,149	\$ 353,158	\$ 294,235
2nd Quarter	\$ 708,450		\$ 722,649	
Distribution		\$ 247,960		\$ 220,575
Production		\$ 209,028		\$ 241,453
Commercial		\$ 106,117		\$ 114,378
Debt Service		\$ 1,846		\$ 140,651
Water Fund	\$ 708,450	\$ 564,952	\$ 722,649	\$ 717,056

SEWER FUND	2015 QTD Revenue	2015 QTD Expenses	2014 QTD Revenue	2014 QTD Expenses
1st Quarter	\$ 342,276		\$ 358,957	
Collection		\$ 32,262		\$ 28,291
WWTP		\$ 95,060		\$ 102,181
Commercial		\$ 42,946		\$ 45,597
Bonded Debt		\$ 277,223		\$ 277,223
Sewer Fund	\$ 342,276	\$ 447,491	\$ 358,957	\$ 453,292
2nd Quarter	\$ 673,098		\$ 706,317	
Collection		\$ 82,967		\$ 64,096
WWTP		\$ 232,596		\$ 212,780
Commercial		\$ 95,284		\$ 100,731
Bonded Debt		\$ 277,223		\$ 277,223
Sewer Fund	\$ 673,098	\$ 688,071	\$ 706,317	\$ 654,831

FUNDS	2015 QTD Revenue	2015 QTD Expenses	2014 QTD Revenue	2014 QTD Expenses
1st Quarter				
Recycling	\$ 24,200	\$ 23,579	\$ 21,888	\$ 19,651
Airport	\$ 43,421	\$ 6,428	\$ 108,668	\$ 10,265
Bond & Interest	\$ 430,952	\$ 119,414	\$ 379,878	\$ 124,882
Fire Apparatus	\$ 30,419	\$ 2,274	\$ 55,677	\$ 2,961
Special Parks & Rec	\$ 4,179	\$ 16,269	\$ 4,080	\$ 13,349
Special Alcohol & Drug	\$ 4,180	\$ 1,500	\$ 3,176	\$ 1,500
Library	\$ 202,281	\$ 190,306	\$ 198,917	\$ 198,917
Tourism & Convention	\$ 56,638	\$ 56,269	\$ 62,528	\$ 67,339
Special Street	\$ 43,492	\$ 11,543	\$ 43,909	\$ 4,600
Recreation Commission	\$ 167,463	\$ 65,263	\$ 144,669	\$ 79,006
Capital Improvement	\$ 1,186	\$ -	\$ 1,418	\$ -
Equipment Reserve	\$ 3	\$ 60,726	\$ 8	\$ 87,306
Storm Drainage	\$ 18,556	\$ -	\$ 17,351	\$ -
Equipment Res-Water	\$ 9	\$ -	\$ 14	\$ -
Equipment Res-Sewer	\$ 36	\$ -	\$ 52	\$ -
Sales Tax Street	\$ 91,651	\$ -	\$ 82,281	\$ -
FUNDS	\$ 1,118,666	\$ 553,573	\$ 1,124,514	\$ 609,776

2nd Quarter				
Recycling	\$ 42,688	\$ 55,294	\$ 42,288	\$ 53,577
Airport	\$ 1,421,510	\$ 1,200,894	\$ 158,253	\$ 19,973
Bond & Interest	\$ 702,341	\$ 119,414	\$ 615,932	\$ 124,882
Fire Apparatus	\$ 50,878	\$ 2,274	\$ 75,589	\$ 2,961
Special Parks & Rec	\$ 10,126	\$ 21,178	\$ 7,002	\$ 19,837
Special Alcohol & Drug	\$ 7,170	\$ 6,500	\$ 6,098	\$ 7,500
Library	\$ 335,075	\$ 190,306	\$ 327,064	\$ 327,064
Tourism & Convention	\$ 96,151	\$ 110,063	\$ 94,563	\$ 117,290
Special Street	\$ 88,270	\$ 27,187	\$ 86,209	\$ 28,676
Recreation Commission	\$ 360,439	\$ 182,335	\$ 313,471	\$ 214,071
Capital Improvement	\$ 1,218	\$ -	\$ 2,063	\$ -
Equipment Reserve	\$ 10	\$ 61,162	\$ 12	\$ 98,567
Storm Drainage	\$ 35,444	\$ -	\$ 34,572	\$ 716
Equipment Res-Water	\$ 19	\$ 2,782	\$ 26	\$ 1,481
Equipment Res-Sewer	\$ 74	\$ -	\$ 102	\$ -
Sales Tax Street	\$ 173,565	\$ -	\$ 163,067	\$ -
General Fund	\$ 3,324,978	\$ 1,979,390	\$ 1,926,313	\$ 1,016,594

CITY OF ABILENE, KANSAS
CITY TREASURER'S QUARTERLY REPORT

The statement below shows the standing of the various funds of the City of Abilene, Kansas for the quarter ending June 30, 2015.

		Beg Balance	Revenues	Expenses	End Balance	Outstanding Obligations	Available Cash
General	1	\$ 2,095,800.69	\$ 1,191,925.42	\$ 975,850.06	\$ 2,311,876.05	\$ 500.35	\$ 2,311,375.70
Water	2	\$ 434,940.77	\$ 366,393.74	\$ 360,574.78	\$ 440,759.73	\$ 138.03	\$ 440,621.70
Recycle	3	\$ 250,089.37	\$ 18,490.89	\$ 31,718.06	\$ 236,862.20		\$ 236,862.20
Sewer	4	\$ 1,235,063.70	\$ 331,210.92	\$ 240,968.51	\$ 1,325,306.11		\$ 1,325,306.11
Airport	5	\$ 247,312.23	\$ 1,378,088.78	\$ 1,194,465.79	\$ 430,935.22		\$ 430,935.22
Bond & Interest	6	\$ 270,284.66	\$ 271,388.75	\$ -	\$ 541,673.41		\$ 541,673.41
Fire Apparatus	7	\$ 70,539.81	\$ 20,458.99	\$ -	\$ 90,998.80		\$ 90,998.80
Special Parks & Rec	8	\$ 34,781.82	\$ 5,946.84	\$ 4,908.95	\$ 35,819.71		\$ 35,819.71
Special Alcohol & Drug	9	\$ 57,948.44	\$ 2,990.19	\$ 5,000.00	\$ 55,938.63		\$ 55,938.63
Self-Insured Health Account	10	\$ 88,743.91	\$ 146,779.87	\$ 139,432.14	\$ 96,091.64		\$ 96,091.64
Library	11	\$ 11,974.63	\$ 132,793.67	\$ -	\$ 144,768.30		\$ 144,768.30
Tourism & Convention	13	\$ 35,617.02	\$ 39,513.49	\$ 53,794.00	\$ 21,336.51		\$ 21,336.51
Special Street	14	\$ 412.11	\$ 44,777.75	\$ 15,644.46	\$ 29,545.40	\$ 4,061.62	\$ 25,483.78
Recreation Commission	15	\$ 271,426.93	\$ 192,976.66	\$ 117,071.21	\$ 347,332.38		\$ 347,332.38
Capital Improvement	18	\$ 479,594.40	\$ 31.17	\$ -	\$ 479,625.57		\$ 479,625.57
Equipment Reserve	20	\$ 164,766.61	\$ 7.33	\$ 62,346.33	\$ 102,427.61		\$ 102,427.61
Storm Water	27	\$ 379,394.38	\$ 16,891.08	\$ 2.50	\$ 396,282.96		\$ 396,282.96
Water Equipment Reserve	28	\$ 162,546.68	\$ 9.79	\$ 2,782.12	\$ 159,774.35	\$ (1.00)	\$ 159,775.35
Sewer Equipment Reserve	29	\$ 630,994.59	\$ 38.09	\$ -	\$ 631,032.68		\$ 631,032.68
Public Building Commission-Hospital	32	\$ 362,731.33	\$ 217,540.75	\$ -	\$ 580,272.08		\$ 580,272.08
Special Revenue - Community Center	35	\$ 153,898.63	\$ 9.29	\$ -	\$ 153,907.92		\$ 153,907.92
Special Revenue - Lib-Pool Renov	36	\$ 426,111.18	\$ 114,659.66	\$ 428,167.50	\$ 112,603.34		\$ 112,603.34
Special Revenue - Streets	37	\$ 238,352.68	\$ 81,913.40	\$ -	\$ 320,266.08		\$ 320,266.08
Dawson Cottage Addition	46	\$ 29,947.62	\$ 1.72	\$ 216.62	\$ 29,732.72		\$ 29,732.72
Municipal Court Bonds	50	\$ 7,705.00	\$ 4,612.50	\$ 2,542.50	\$ 9,775.00		\$ 9,775.00
Total		\$ 8,140,979.19	\$ 4,579,450.74	\$ 3,635,485.53	\$ 9,084,944.40	\$ 4,699.00	\$ 9,080,245.40

INDEBTEDNESS

2008 GO Bonds	\$ 1,335,000
2008 WWTP State Loan	\$ 6,264,035
2009 GO Bonds	\$ 1,420,000
2010A GO Bonds	\$ 3,500,000
2011 GO Bonds	\$ 1,605,000
2011 PBC Bonds - Hospital	\$ 7,540,000
2012 PBC Bonds - Hospital	\$ 10,000,000
2013 GO Bonds	\$ 1,150,000
2013 Temporary Notes - Dawson Cottage Addition	\$ 380,000
Total Indebtedness	\$ 33,194,035

I hereby certify the above to be a true and correct copy of the City Treasurer's Financial Statement ending June 30, 2015.

 Marcus Rothchild, Finance Director
 City of Abilene, Kansas