

**ABILENE CITY COMMISSION - REGULAR MEETING AGENDA**  
**ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET**  
**December 14, 2015 - 4:00 pm**

1. **Call to Order**
2. **Roll Call:**     \_\_\_ Weishaar   \_\_\_ Marshall   \_\_\_ Payne   \_\_\_ Shafer   \_\_\_ Ray
3. **Pledge of Allegiance**

**Consent Agenda** (*Consent Agenda items will be acted upon by one motion unless a majority of the City Commission votes to remove an item for discussion and separate action.*)

4. Agenda Approval for the December 14, 2015 City Commission Meeting
5. Meeting Minutes: November 23, 2015 Regular Meeting
6. Acceptance of Third Quarter Financial Statements and Utilization Statistics from Memorial Health Systems

**Public Comments and Communications**

6. **Public Comments.** Persons who wish to address the City Commission regarding items not on the agenda and that are under the jurisdiction of 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.
7. **Declaration.** At this time City Commissioners may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.

**Proclamations and Recognition**

8. **Recognition of Convention and Visitors Bureau Director Glenda Purkis**

**Public Hearings**

9. **A Public Hearing for the purpose of hearing and answering objections from the public relating to proposed Impact Fees to recover the cost of certain water and sanitary sewer improvements in the Dawson Cottage Addition to the City of Abilene, Kansas.**

**Old Business**

10. **None**

**New Business**

11. **Consideration of an Ordinance establishing an Impact Fee for the purpose of recovering the cost of certain sanitary sewer improvements in the Dawson Cottage Addition to the City of Abilene, Kansas.**
12. **Consideration of an Ordinance establishing an Impact Fee for the purpose of recovering the cost of certain water improvements in the Dawson Cottage Addition to the City of Abilene, Kansas.**
13. **Consideration of a Resolution appointing an ad hoc committee to make certain recommendations concerning a potential STAR Bond Project for the City of Abilene, Kansas.**
14. **Consideration of a Resolution approving an Agreement for Preliminary Engineering Services for the 2016 Buckeye KLINK Project.**
15. **Consideration of a Resolution approving an Agreement for Preliminary Engineering Services for the 14th Street and Buckeye Avenue Geometric Improvement Project.**
16. **Consideration of a motion to declare a 2008 Ford Ranger with animal boxes, fertilizer spreader, and John Deere garden wagon surplus property and authorizing its sale via public auction.**

17. Consideration of motion to recess into executive session for ten minutes for the purposes of discussing the City Manager's annual evaluation.
18. Consideration of motion to return from executive session with only those items in the previous motion mentioned and no action being taken.
19. Consideration of motion to recess into executive session for ten minutes for the purposes of conducting the City Manager's annual evaluation to include the City Manager and City Attorney.
20. Consideration of motion to return from executive session with only those items in the previous motion mentioned and no action being taken.

#### **Reports**

21. City Manager's Report
  - a. Expenditures Report

#### **Adjournment**

22. Consideration of a motion to adjourn the December 14, 2015 City Commission meeting.

#### **Future Meeting Reminders: *(All meetings at Abilene Public Library unless otherwise noted)***

- Convention and Visitors Bureau, December 15 at 2:00 pm (Civic Center)
- Glenda Purkis' Retirement Party, December 16 at 2:00 to 4:00 pm (Civic Center)
- City Christmas Party, December 18 at 6:00 pm (Civic Center)
- Commission Study Session, December 21 at 7:00 pm (City Hall)
- CITY OFFICES CLOSED: Christmas, December 24 and 25
- City Commission Meeting, December 28 at 4:00 pm
- CITY OFFICES CLOSED: New Year's Day, January 1
- NW 11th Street Project Public Information Meeting, January 7 at 6:00 pm (Location TBD)



**Abilene City Commission Minutes  
Abilene Public Library  
November 23, 2015 @ 4:00 p.m.  
Abilene, Kansas**

**1. Call to Order**

**2. Roll Call** – City Commission Present: Mayor Weishaar, Commissioners Ray, Payne, Marshall and Shafer.

Staff Present: City Manager Dillner, Finance Director Rothchild, City Attorney Martin and Community Development Director Shea.

Others Present: Mike Heronemus.

**3. Pledge of Allegiance** - Mayor Weishaar led the Pledge of Allegiance.

**Consent Agenda**

**4.** Agenda Approval for the November 23, 2015 City Commission Meeting

**5.** Meeting Minutes: October 26, 2015, Regular Meeting

Motion by Commissioner Shafer, seconded by Commissioner Ray to approve the Consent Agenda as presented.  
Motion carried unanimously 5-0.

**Public Comments and Communications**

**6. Public Comments.** Persons who wish to address the City Commission regarding items not on the agenda and that are under the jurisdiction of 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 (3) minutes. Any presentation is for informational purposes only. No action will be taken.

Mayor Weishaar asked for any comments or communications from the public that are not on the agenda.

There were no comments and communications from the public.

**7. Declaration.** At this time City Commissioners may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.

There were no declarations.

**Proclamations and Recognition**

**8.** There were no proclamations or recognitions.

## **Public Hearings**

9. There were no public hearings.

## **Old Business**

10. There was no old business.

## **New Business**

**11. Consideration of an Resolution approving an addendum to a Land Donation Agreement dated October 27, 2015.**

City Manager Dillner said that during a title search it was discovered that a \$2 million mortgage is on the Highlands property that needs to be released before the land bank can accept the donation. The City ordered a property appraisal that has determined that the property has a zero value because of the special assessment on the property for the infrastructure. The amendment changes the provision of the agreement that required donator Harry Utzig and the land bank to split the cost of title insurance, which would be based on the appraised property value. City Attorney Martin recommended the purchase of title insurance in the amount of \$642,000 the original purchase price for the property. Cost to the City will be \$1600.00. The amendment sets a new closing date of on or before December 31.

Motion by Commissioner Shafer, seconded by Commissioner Marshall to adopt Resolution 112315-1 a **Resolution approving an addendum to a real estate donation agreement with Abilene Highlands, LP dated October 27, 2015.** Motion carried unanimously 5-0.

**12. Consideration of a motion approving a Letter of Support for the 2016 KDOT Public Transportation Grant and authorizing the Mayor to sign said letter on behalf of the City of Abilene, Kansas.**

Motion by Commissioner Ray, seconded by Commissioner Payne to authorize the Mayor to sign a letter on behalf of the City for the 2016 KDOT Public Transportation Grand. Motion carried unanimously 5-0.

**13. Consideration of a motion to recess into executive session for a period not to exceed ten minutes for the purposes of discussing the City Managers annual evaluation.**

Motion by Commissioner Marshall, seconded by Commissioner Payne to recess into executive session for ten minutes at 4:22 p.m. Motion carried unanimously 5-0.

**14. Consideration of a motion to return to from executive session with only those items in the previous motion mentioned and no action being taken.**

Motion by Commissioner Marshall, seconded by Commissioner Payne to recess into executive session for ten minutes at 4:32 p.m. Motion carried unanimously 5-0.

## **Reports**

**15. City Manager Report**

**a. Expenditure Report**

City Manager Dillner said they completed the interviews for the Convention and Visitors Bureau Director today. We interviewed four candidates. The interview committee included Elizabeth Weese, Ann Brussow, Samantha Kenner, Mark Beswick and myself. I believe we will be able to pick from the four candidates that were interviewed.

City Attorney Martin gave an update on the new election regulations. Elections were in the spring of the odd number of years. With the new legislation they have now been moved to the fall. We will need to amend the current Charter Ordinance to address the implication of the new legislation. We may be coming to the Commission several times over changes for this new legislation. He also explained the difference between a regular Ordinance and a Charter Ordinance and the situations that allow us to do a Charter Ordinance. Charter Ordinances do not take effect until 60 days after adopted during that 60 days local electors can elect to take the particular issue to an election.

Community Development Director Shea gave an update on Gavillon Grain noise issue and SW 2<sup>nd</sup> Street nuisance issue.

**Adjournment**

**16. Consideration of a motion to adjourn the November 23, 2015 City Commission meeting.**

Motion by Commissioner Shafer, seconded by Commissioner Ray to adjourn at 4:48 p.m. Motion carried unanimously 5-0.

(Seal)

\_\_\_\_\_  
Dennis P. Weishaar, Mayor

ATTEST:

\_\_\_\_\_  
Penny L. Soukup, CMC  
City Clerk

**MEMORIAL HEALTH SYSTEM  
BALANCE SHEET**

ASSETS	<u>9/30/2015</u>	<u>12/31/2014</u>
<b>CURRENT ASSETS</b>		
Cash and Invested Cash	\$ 542,081	\$ 966,760
Patient Accounts Receivable, Net	2,980,259	3,968,995
Accounts Receivable - Other	349,960	458,204
Interest Receivable	13,621	22,205
Advances due from 3rd party payors	599,142	540,000
Assets whose use is limited - indenture agreement	-	439,845
Inventories	276,867	279,209
Ad Valorem Taxes Receivable	183,637	258,064
Prepaid Expenses and Deposits	312,988	342,460
Total Current Assets	<u>\$ 5,258,555</u>	<u>\$ 7,275,742</u>
<b>ASSETS WHOSE USE IS LIMITED</b>		
By Board of Directors	15,826	15,826
By Contributors	3,728	3,728
By indenture agreement	2,719,831	2,181,894
Less amount required for current liabilities	-	(439,845)
Non Current Assets Whose Use is Limited	<u>\$ 2,739,385</u>	<u>\$ 1,761,603</u>
<b>OTHER INVESTMENTS</b>	<u>\$ 8,442,270</u>	<u>\$ 6,688,173</u>
<b>PROPERTY AND EQUIPMENT-AT COST</b>		
Land & Land Improvements	\$ 2,074,161	\$ 2,074,161
Buildings & Fixed Equipment	24,247,640	24,288,130
Movable Equipment	9,818,814	9,707,481
Construction in Progress	6,190,452	5,815,937
Total Property and Equipment-At Cost	<u>\$ 42,331,067</u>	<u>\$ 41,885,709</u>
Less Accumulated Depreciation	15,298,160	13,445,343
Net Book Value - Property & Equipment	<u>\$ 27,032,907</u>	<u>\$ 28,440,366</u>
<b>OTHER ASSETS</b>	<u>\$ 18,235</u>	<u>\$ 18,235</u>
<b>TOTAL ASSETS</b>	<u>\$ 43,491,352</u>	<u>\$ 44,184,119</u>
<b>LIABILITIES AND FUND BALANCE</b>		
<b>CURRENT LIABILITIES</b>		
Accounts Payable	\$ 1,006,933	\$ 951,009
Construction Payable	-	485,023
Salaries & Wages Payable	441,892	655,684
Payroll Taxes & Payroll W/H Payable	24,447	117,138
Accrued Vacation Payable	519,565	511,074
Est. Settlements Due 3rd Party Payors	248,052	190,000
Accrued Interest Payable	310,888	77,722
Current Installments-Long Term Debt	730,000	730,000
Current Portion-Deferred Revenue	137,470	52,563
Total Current Liabilities	<u>\$ 3,419,247</u>	<u>\$ 3,770,213</u>
<b>LONG TERM DEBT</b>	<u>\$ 21,600,000</u>	<u>\$ 21,600,000</u>
<b>AGENCY FUNDS</b>	<u>\$ 18,235</u>	<u>\$ 18,235</u>
<b>TOTAL LIABILITIES</b>	<u>\$ 25,037,482</u>	<u>\$ 25,388,448</u>
Deferred ad valorem tax revenue	<u>\$ 183,637</u>	<u>\$ 258,064</u>
<b>FUND BALANCE</b>		
Balance at Beginning of Year	\$ 18,537,607	\$ 18,366,125
Increase in Net Assets	(267,374)	171,482
Total Fund Balance	<u>18,270,233</u>	<u>18,537,607</u>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<u>\$ 43,491,352</u>	<u>\$ 44,184,119</u>

**Memorial Health System  
Income Statement**

For the Period January 1 to September 30, 2015

	<b>Year to Date Actual</b>
<b>Operating Revenue</b>	
Net Patient Service Revenue	\$ 20,535,725
Other Operating Revenue	2,450,918
<b>Total Operating Revenue</b>	<b>\$ 22,986,643</b>
<b>Operating Expenses</b>	
Salaries	\$ 10,766,605
Employee Benefits	2,592,329
Supplies & Other	7,575,515
Depreciation	2,070,118
<b>Total Operating Expenses</b>	<b>\$ 23,004,567</b>
<b>Net Income (Loss) From Operations</b>	<b>\$ (17,924)</b>
<b>Non-Operating Revenues (Expenses)</b>	
Tax Levy	\$ 216,000
Food Subsidy	11,000
Investment Income	63,176
Interest Expense	(699,498)
Contributions	132,059
Grants & Other Income	15,767
Gain/Loss on Asset Disposal	12,046
<b>Non-Operating Rev (Exp) Net</b>	<b>\$ (249,450)</b>
<b>Change in Net Assets</b>	<b>\$ (267,374)</b>

<b>Hospital District No. 1 of Dickinson County, Kansas dba Memorial Health System</b>	
<b>YTD ending 09/30/2015</b>	
	<b><u>9/30/2015</u></b>
Acute care Med/Surg licensed beds	25
Behavioral Health licensed beds	10
Long Term Care Facility licensed beds	81
<b>Discharges</b>	
Acute care - Medical/Surgical	333
Acute care - Behavioral Health	105
Swingbed	187
<b>Average length of stay</b>	
Acute care - Medical/Surgical	3.30
Acute care - Behavioral Health	12.80
Swingbed	7.35
<b>Patient days</b>	
Acute care - Medical/Surgical	1,080
Acute care - Behavioral Health	1,284
Swingbed	1,354
Long Term Care Facility	19,319
ER visits	4,197
Outpatient visits	13,907
<b>Hospital Services Offered</b>	
Occupational Therapy	2,057
Physical Therapy	9,665
Radiology	7,786
Respiratory Therapy	4,340
Surgery	386
Home Health & Hospice Visits	15,369
Laboratory	45,058
Pharmacy	314,232

**TO:** City Commission  
**FROM:** David Dillner, City Manager  
**SUBJ:** Dawson Cottage Addition Impact Fee  
**DATE:** December 4, 2015

With the adoption of Ordinance No. 3273, the City Commission levied special assessments on the Dawson Cottage Addition to provide a revenue source for the G.O. debt issued to finance public improvements constructed within the subdivision and adjacent to several nearby lots.

The public improvements included in the petition for public improvements included a water main extension and storm drainage appurtenances. A sanitary sewer main was not included in the petition because a sanitary sewer main had previously been constructed to serve the area.

Sanitary sewer taps for private sewer services were constructed as part of the construction, although the cost of the services could not be spread against the benefitting properties because the taps were not included in the original petition. As such, the City agreed to pay for the sanitary sewer taps as an at-large contribution when the special assessments were levied against the properties with the idea that the City would seek to be reimbursed for the cost of the services by establishing an impact fee to collect when building permits would be issued for properties with a sanitary sewer service.

In addition, a portion of a water main was also included as an at-large contribution by the City for unrelated reasons. All told, the total amount of the project not included in the benefit district project was \$48,721; the City will be reimbursed by impact fees for \$36,084 of these costs.

The City Attorney has prepared an ordinance to establish an impact fee to collect the City's at-large contribution at the time building permits are issued for properties identified in the ordinance. The total square footage to be assessed the impact fee includes 163,538 square feet, more or less. The impact fee for sanitary sewer improvements would be allocated on a per-square-foot basis equalling \$0.147257 per square foot. The impact fee for water improvements would be allocated on a per-square-foot basis equalling \$0.12290 per square foot.

The ordinance would also charge an interest rate of 1.97% per year, which is equal to the interest rate of the bonds issued to finance the public improvements. The interest charge allows the City to be reimbursed for the time value of money equal to the interest rate on the bonds as the subdivision develops over a period of years.

Property owners of record have been notified of the public hearing where they will be provided an opportunity to raise objections to the proposed impact fees.

**ORDINANCE NO. 3287**

**AN ORDINANCE ESTABLISHING AN IMPACT FEE FOR THE PURPOSE OF RECOVERING THE COST OF CERTAIN SANITARY SEWER IMPROVEMENTS IN THE DAWSON'S COTTAGE ADDITION TO THE CITY OF ABILENE, KANSAS.**

**BE IT ORDAINED** by the governing body of the City of Abilene, Kansas:

**SECTION ONE. Authority.** This ordinance is adopted pursuant to Ordinance No. 2846 ("Infrastructure Impact Fee Ordinance") and the City's home rule authority under Article 12, Section 5 of the Kansas Constitution, all in accordance with K.S.A. 12-137.

**SECTION TWO. Legislative Findings.** The governing body finds that:

A. The City has caused certain water, sanitary sewer, street and storm drainage improvements to be installed for the benefit of the Dawson's Cottage Addition to the City of Abilene, Kansas (the "Project"); the Project was completed as a property owner-initiated project under the Kansas General Improvement and Assessment Law (K.S.A. 12-6a01 *et seq.*).

B. In Resolution Number 061013-2, as amended by Resolution Number 030915-2, the governing body identified the area it deemed to be benefited when identifying the improvement district for the Project (the "Improvement District"); in Resolution No. 061013-2, the governing body further determined that 100% of the Project costs should be assessed to the Improvement District.

C. The Improvement District includes, among other tracts, the following described real property (collectively, the "Benefit Area"):

Lots 3, 4, 5 and 6, Block 1 and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 2, Dawson's Cottage Addition to the City of Abilene, Kansas

D. A component of the overall Project included the installation of sanitary sewer taps to serve the Benefit Area, which improvements cost a total of \$24,086.55 ("Sewer Tap Costs").

E. By Ordinance No. 3273 (the "Assessment Ordinance"), the governing body levied special assessments against the various tracts within the Improvement District for the purpose of paying certain Project costs totaling \$326,278.91.

F. The City installed the sanitary sewer tap improvements as part of the overall Project, but the Sewer Tap Costs were not included in the total amount of special assessments levied against the Improvement District; the Sewer Tap Costs have therefore been incurred by the City-at-large.

G. The City of Abilene Improvement Policy Manual, adopted July 12, 1993 by the governing body, established the City's development policy for the financing of public improvements within the City. The policy provides, in part:

Section 4. DEVELOPER OR USER IMPROVEMENTS: The developer or user shall pay for the installation of all sanitary sewer lines and appurtenances. A benefit district may be established for the purpose of assessing the cost of such improvements. The City may accept petitions for special assessment to finance the cost of such improvements unless otherwise accepted in this policy.

H. In addition, the City's Infrastructure Impact Fee Ordinance provides for the establishment and assessment of an impact fee on all new development found by the governing body to benefit from specific city infrastructure improvements.

I. New development within the Benefit Area will benefit from the City's installation of the sanitary sewer tap improvements.

J. Consistent with the City's policy regarding the distribution of costs for financing public sanitary sewer systems, as set forth in the Improvement Policy Manual, and consistent with the requirements of the City's Infrastructure Impact Fee Ordinance, the public interest is most fairly served by the assignment of the Sewer Tap Costs to the Benefit Area, rather than the City-at-large, as such costs would be assigned to similarly situated properties located elsewhere within the City.

K. The Benefit Area includes 163,568.36 square feet, more or less. Consequently, the Sanitary Sewer Costs allocated on a per-square-foot basis equals \$0.147257 per square foot.

**SECTION THREE. Policy Objective.** The policy objective of this ordinance is to provide for the reimbursement of the City for the cost of assessments paid by the City-at-large attributable to the Sanitary Sewer Costs.

**SECTION FOUR. Imposition of Impact Fee.** After the effective date of this ordinance, any owner of land who seeks to develop property located within the Benefit Area shall be required to pay a fee of \$0.147257 per square foot, plus interest at the compound rate of 1.97% per annum (which equals the average rate of interest paid by the City under its most recent general obligation bond issue in August, 2015) calculated from the effective date of this ordinance until the date the fee is paid (the "Impact Fee").

**SECTION FIVE. Payment of Impact Fee.** Payment of the Impact Fee to the City shall be made as a condition of the issuance of a building permit for construction of any development project within the Benefit Area. The amount of the Impact Fee shall be based upon the developable square footage of the legally described parcel for which the permit is being issued. All Impact Fees collected shall be used exclusively to reimburse the City for the Sanitary Sewer Costs incurred by the City-at-large as a component of the Project.

**SECTION SIX. Effective Date.** In accordance with K.S.A. 12-137, this ordinance shall be published once each week for two (2) consecutive weeks in the official city newspaper and shall be effective sixty (60) days after its final publication, unless within sixty (60) days of its final publication a petition signed by a number of electors of the city equal to not less than ten percent (10%) of the number of electors who voted at the last preceding regular city election shall be filed with the county election officer of Dickinson County demanding that such ordinance be submitted to a vote of the electors, in which case it shall not take effect until submitted to a referendum and approved by a majority of the electors voting thereon.

**SECTION SEVEN. Recording of Notice.** Following the effective date of this ordinance, the City Clerk is directed to record with the Office of the Dickinson County Register of Deeds a Notice of Impact Fee with a certified copy of this ordinance and a legal description of the Benefit Area attached.

**PASSED AND APPROVED** by the governing body of the City of Abilene, Kansas, on this 14<sup>th</sup> day of December, 2015.

**CITY OF ABILENE, KANSAS**

By: \_\_\_\_\_  
Dennis P. Weishaar, Mayor

[SEAL]  
ATTEST:

\_\_\_\_\_  
Penny L. Soukup, CMC  
City Clerk

**ORDINANCE NO. 3288**

**AN ORDINANCE ESTABLISHING AN IMPACT FEE FOR THE PURPOSE OF RECOVERING THE COST OF CERTAIN WATER LINE IMPROVEMENTS IN THE DAWSON'S COTTAGE ADDITION TO THE CITY OF ABILENE, KANSAS.**

**BE IT ORDAINED** by the governing body of the City of Abilene, Kansas:

**SECTION ONE.** Authority. This ordinance is adopted pursuant to Ordinance No. 2846 ("Infrastructure Impact Fee Ordinance") and the City's home rule authority under Article 12, Section 5 of the Kansas Constitution, all in accordance with K.S.A. 12-137.

**SECTION TWO.** Legislative Findings. The governing body finds that:

A. The City has caused certain water, sanitary sewer, street and storm drainage improvements to be installed for the benefit of the Dawson's Cottage Addition to the City of Abilene, Kansas (the "Project"); the Project was completed as a property owner-initiated project under the Kansas General Improvement and Assessment Law (K.S.A. 12-6a01 *et seq.*).

B. In Resolution Number 061013-2, as amended by Resolution Number 030915-2, the governing body identified the area it deemed to be benefited when identifying the improvement district for the Project (the "Improvement District"); in Resolution No. 061013-2, the governing body further determined that 100% of the Project costs should be assessed to the Improvement District.

C. The Improvement District includes, among other tracts, the following described real property (collectively, the "Benefit Area"):

A Tract of land in the South Half of the South Half of the Northwest Quarter of the Southeast Quarter of Section Nine, Township Thirteen South, Range Two East of the 6<sup>th</sup> P.M described as follows: Beginning at a point 390.0 feet East of the Northwest corner and on the North line of said (S/2 S/2 NW/4 SE/4) of Section 9; thence East 322. 7 feet on said North line; thence South parallel to the North-South centerline of Section 9, a distance of 135.0 feet; thence West 322.7 feet; thence North 135.0 feet to place of beginning; and Lot 2 in Prairie Hills Addition to Abilene, Kansas.

D. A component of the overall Project included the installation of replacement water line improvements to serve the Benefit Area, which improvements have been determined to cost a total of \$12,367.31 ("Water Line Costs").

E. By Ordinance No. 3273 (the "Assessment Ordinance"), the governing body levied special assessments against the various tracts within the Improvement District for the purpose of paying certain Project costs totaling \$326,278.91.

F. The City installed the water line improvements as part of the overall Project, but the Water Line Costs were not included in the total amount of special assessments levied against the Improvement District; the Water Line Costs have therefore been incurred by the City-at-large.

G. The City of Abilene Improvement Policy Manual, adopted July 12, 1993 by the governing body, established the City's development policy for the financing of public improvements within the City. The policy provides, in part:

Section 4. DEVELOPER OR USER IMPROVEMENTS: The developer or user shall pay for the installation of all water lines, valves, fire hydrants, and appurtenances thereto. A benefit district may be established for the purpose of assessing the cost of such improvements. The City may accept petitions for special assessment to finance the cost of such improvements unless otherwise excepted in this policy.

H. In addition, the City's Infrastructure Impact Fee Ordinance provides for the establishment and assessment of an impact fee on all new development found by the governing body to benefit from specific city infrastructure improvements.

I. New development within the Benefit Area will benefit from the City's installation of the water line improvements.

J. Consistent with the City's policy regarding the distribution of costs for financing public water line improvements, as set forth in the Improvement Policy Manual, and consistent with the requirements of the City's Infrastructure Impact Fee Ordinance, the public interest is most fairly served by the assignment of 50% of the Water Line Costs, or \$6,183.66 to the Benefit Area, with the remainder of the Water Line Costs to be borne by the City-at-large.

K. The Benefit Area includes 50,314.50 square feet, more or less. Consequently, the Water Line Costs allocated on a per-square-foot basis equals \$0.12290 per square foot.

**SECTION THREE. Policy Objective.** The policy objective of this ordinance is to provide for the reimbursement of the City for the cost of a portion of the assessments paid by the City-at-large attributable to the Water Line Costs.

**SECTION FOUR. Imposition of Impact Fee.** After the effective date of this ordinance, any owner of land who seeks to develop property located within the Benefit Area shall be required to pay a fee of \$0.12290 per square foot, plus interest at the compound rate of 1.97% per annum (which equals the average rate of interest paid by the City under its most recent general obligation bond issue in August, 2015) calculated from the effective date of this ordinance until the date the fee is paid (the "Impact Fee").

**SECTION FIVE. Payment of Impact Fee.** Payment of the Impact Fee to the City shall be made as a condition of the issuance of a building permit for construction of any development project within the Benefit Area. The amount of the Impact Fee shall be based upon the developable square footage of the legally described parcel for which the permit is being issued. All Impact Fees collected shall be used exclusively to reimburse the City for the Water Line Costs incurred by the City-at-large as a component of the Project.

**SECTION SIX. Effective Date.** In accordance with K.S.A. 12-137, this ordinance shall be published once each week for two (2) consecutive weeks in the official city newspaper and shall be effective sixty (60) days after its final publication, unless within sixty (60) days of its final publication a petition signed by a number of electors of the city equal to not less than ten percent (10%) of the number of electors who voted at the last preceding regular city election shall be filed with the county election officer of Dickinson County demanding that such ordinance be submitted to a vote of the electors, in which case it shall not take effect until submitted to a referendum and approved by a majority of the electors voting thereon.

**SECTION SEVEN. Recording of Notice.** Following the effective date of this ordinance, the City Clerk is directed to record with the Office of the Dickinson County Register of Deeds a Notice of Impact Fee with a certified copy of this ordinance and a legal description of the Benefit Area attached.

**PASSED AND APPROVED** by the governing body of the City of Abilene, Kansas, this 14<sup>th</sup> day of December , 2015.

**CITY OF ABILENE, KANSAS**

By: \_\_\_\_\_  
Dennis P. Weishaar, Mayor

[SEAL]  
ATTEST:

\_\_\_\_\_  
Penny Soukup, CMC  
City Clerk

**TO:** City Commission  
**FROM:** David Dillner, City Manager  
**SUBJ:** STAR Bond Project  
**DATE:** October 30, 2015

Sales Tax Revenue (STAR) Bonds provide Kansas municipalities the opportunity to issue bonds to finance the development of major commercial, entertainment and tourism areas and to use the sales tax revenue generated by the development to pay off the bonds.

STAR Bonds are meant to be a strategic economic development tool. In order to be considered a major commercial entertainment and tourism area, a proposed project must be capable of being characterized as a statewide and regional destination. Projects should include high quality, innovative entertainment and tourism attractions, as well as contain unique features that will increase tourism, generate significant positive economic impacts and be capable of sustainable development over time.

There is a multi-step process involving the State, municipalities and developers before STAR Bonds are approved. Those include, but are not limited to:

- A City identifying potential STAR Bond district boundaries.
- The local governing body setting public hearings to discuss creating the STAR Bonds district.
- The Secretary of Commerce approving the potential district.
- The local governing body holding public hearings and adopting ordinances to actually create the district.
- Feasibility studies completed and delivered to the City.
- Project planning prepared and delivered to the City.
- The local planning commission reviewing the project.
- The local governing body setting and holding public hearings to adopt the project plan.
- The local governing body adopting the project plan.
- The Secretary of Commerce approving the project plan.
- Bond documents developed.
- STAR Bonds issued for project.
- Project begins.

STAR Bonds would allow the City to capture the state's portion of sales tax on all retail transactions occurring within the designated STAR Bond district boundaries. Presently, the City's sales tax rate is 9.1% with 6.5% going to the State of Kansas. If a STAR Bond project is developed in Abilene, the City would be able to capture the 6.5% of sales tax that would otherwise go to the State and use it to assist with the financing of eligible projects to include the development of a new tourism destination or the potential renovation of an existing tourism destination or destinations. The funds could also be used for eligible public improvements that would enhance the district and the community.

STAR Bond projects may also be "married" with tax increment financing (TIF) and community improvement districts (CID) to allow additional revenue to be collected from the incremental increase in property taxes within the district and from a district-specific sales tax collected in addition to the general sales tax.

If the City Commission desires to move forward with exploring the feasibility of a STAR Bond project, the City Manager recommends appointing an ad hoc committee to prepare a recommendation for a potential STAR Bond district(s) and to recommend to the City Commission a scope for a STAR Bond project(s).

**RESOLUTION NO. 121415-1**

**A RESOLUTION ESTABLISHING AN AD HOC COMMITTEE TO MAKE CERTAIN RECOMMENDATIONS CONCERNING A STAR BOND PROJECT FOR THE CITY OF ABILENE, KANSAS**

**WHEREAS**, Article 8 of Chapter 1 of the City Code of the City of Abilene establishes certain appointed boards and commissions and provides for the creation of ad hoc committees as may be necessary to assist the governing body of the City of Abilene, Kansas;

**WHEREAS**, the governing body desires to review and consider recommendations for a potential Sales Tax and Revenue (STAR) Bond Project to facilitate and enhance tourism-related opportunities in the City; and

**WHEREAS**, pursuant to Section 1-814 of the City Code, the City Commission desires to establish an ad hoc committee to make recommendations concerning a potential STAR Bond Project for the City.

**WHEREAS**, serving on appointed boards and commissions provides members of the public to serve their community in a unique and appreciated manner.

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

**SECTION ONE. Ad Hoc Committee; STAR Bond Committee.** That the governing body hereby establishes an ad hoc committee, to be known as the STAR Bond Committee (“Committee”), to make certain recommendations for the governing body’s consideration on the following matters: a) whether to pursue a STAR Bond Project in partnership with the State of Kansas; b) recommendation on the geographic boundaries of the STAR Bond Project; and c) recommendations on a Project scope to be studied further for inclusion in a potential STAR Bond Project application to the State of Kansas.

**SECTION TWO. Appointments; STAR Bond Committee.** That the following appointments are made to an ad hoc committee for the purposes outlined herein: Brian Williams, Tim Holm, Ann Manning, Jennifer Waite, Lorraine McClain, Deb Sanders, Meredith Sleichter, Kristine Meyer, Todd Moore, Tony Geiger, Diane Miller, Rick Williamson, and Kyle Campbell.

**SECTION THREE. Public Information.** All meetings of the Committee shall be conducted in conformance with the Kansas Open Meetings Act, and all information created by or on behalf of the Committee shall be made available to the general public on the City’s website. Agendas for Committee meetings will be published in advance of meetings, and meeting minutes will be maintained for the public record. The City Manager shall be responsible for ensuring that the provisions of this Section are fulfilled.

**SECTION FOUR. Budget.** The Committee shall not have any budgetary authority, and does not have any funds appropriated to facilitate its purpose. The City Commission may appropriate such funds as may be necessary for the Committee to fulfill its responsibilities as it may deem appropriate provided sufficient funds are available.

**SECTION FIVE. Effective Date.** That the effects of this Resolution shall be in full force after its approval by the governing body.

**PASSED AND APPROVED** by the Governing Body of the City of Abilene, Kansas this 14<sup>th</sup> day of December, 2015.

**CITY OF ABILENE, KANSAS**

By: \_\_\_\_\_  
Dennis P. Weishaar, Mayor

ATTEST:

\_\_\_\_\_  
Penny Soukup, CMC  
City Clerk

**FY2017 Buckeye KLINK**  
 21st Street to 2400 Avenue (North City Limits)  
 City of Abilene, Kansas

5/17/2015

**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)	18,734	Sq. Yd.	3.00	56,202.00
3	Milling (2") (Sideroads)	1,008	Sq. Yd.	10.00	10,080.00
4	Temporary Surfacing Material	100	Tons	22.00	2,200.00
5	Pavement Marking	1	Lump Sum	24,000.00	24,000.00
6	Traffic Control	1	Lump Sum	36,000.00	36,000.00
7	HMA - Commercial Grade (Class A) (Mainline)	2,061	Tons	80.00	164,880.00
8	HMA - Commercial Grade (Class A) (Sideroads)	111	Tons	100.00	11,100.00

*PRELIMINARY CONSTRUCTION COST = \$324,462.00*

Contingencies (10%)	=	\$32,446.20
Engineering (100% City)	=	18,000.00
Construction Inspection (25% City)	=	<u>24,000.00</u>

*PRELIMINARY TOTAL PROJECT COST = \$398,908.20*

**KDOT Breakdown**

KDOT Participating Total (Includes Construction, Contingencies & Construction Insp.)	=	\$380,908.20
KDOT 75% Share of Participating Items	=	<span style="border: 1px solid black; padding: 2px;">\$285,681.15</span>
KDOT Maximum per KLINK Program guidelines	=	\$300,000.00

**City Breakdown**

City Project Total (Remainder of Total Project Cost less KDOT 75% Share)	=	<span style="border: 1px solid black; padding: 2px;">\$113,227.05</span>
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FY 2017 Buckeye KLINK  
Proposed Project Limits

Google earth

miles  
km



1

2



Google earth

Fiscal Year 2017 KLINK Recommended Program

District	County	City	Project Location	Project Cost	State \$
1	Lyon	Emporia	US-50 from Graphic Arts Road East to Prairie Street	\$483,584.94	\$241,792.47
1	Douglas	Lawrence	US-59 (Iowa St.) from N. of 31st St. North to S. of 23rd St.	\$643,668.00	\$300,000.00
1	Marshall	Marysville	US36 (Center Street) from 4th St. East to 17th St.	\$553,420.14	\$300,000.00
2	Dickinson	Abilene	K-15 (Buckeye Ave.) from 21st Street to 2400 Ave. (North City Limits)	\$380,520.50	\$285,390.37
2	Geary	Junction City	K-57 (Washington Street) from 6th Street North to 14th Street	\$524,978.40	\$262,489.20
2	Marion	Marion	K-256 from West side of Locust Street East to City Limits @ Eisenhower St.	\$295,167.60	\$221,375.70
2	McPherson	McPherson	US-56 (Kansas Ave) from Maxwell St. East to Eby St.	\$253,430.05	\$91,630.82
3	Thomas	Colby	US-24 from 300' West of the intersection of K-25/US 24 Intersection West 2,850'	\$1,331,247.37	\$300,000.00
4	Montgomery	Coffeyville	US 166 from West City Limit East to Overlook Street	\$451,062.01	\$300,000.00
4	Montgomery	Independence	U.S. 75 from Chestnut St. North to Oak St.	\$508,582.00	\$300,000.00
4	Crawford	Pittsburg	K-126 (4th Street) from KCS Overpass East to Free King Hwy.	\$610,339.55	\$300,000.00
5	Cowley	Arkansas City	US-77 from the Arkansas River Bridge North to the US-77/US-166 Intersection	\$612,704.82	\$300,000.00
5	Butler	El Dorado	K-254 (Central Ave.) from Jones Street to Summit Street	\$403,933.82	\$201,966.91
5	Barton	Great Bend	US-56 from Kennedy St. to McKinley St.; US-281 from 2nd St. to 10th St. and 19th St. to 24th St.; and K-96 from 10th Street to NW City Limits	\$687,427.10	\$300,000.00
5	Kingman	Kingman	US-400/US 54 from West of Lincoln Street East to Approximately 175' West of Chariton Street	\$433,400.00	\$300,000.00
5	Pawnee	Larned	US 56 (Trail Street) from west of K-19 (Broadway Street) Southwest 0.09 mile	\$449,606.75	\$300,000.00
5	Rice	Lyons	US-56 (Main Street) from Walnut Avenue East to City Limits and K-96 (South Grand) from the Main St./Grand St. Intersection East to City Limits	\$400,087.00	\$300,000.00
5	Sedgwick	Wichita	EB K-42 from Floodway Bridge to NE Junction of I-235	\$740,723.47	\$300,000.00
5	Cowley	Winfield	US-160 (9th St.) from Loomis Street East to College Street and US-77 (Main St.) from 6th Avenue North to Manning Street.	\$639,038.40	\$300,000.00
6	Meade	Fowler	K-98 from the north side of the RR tracks to the south curb return of E. 6 <sup>th</sup> Street	\$386,510.00	\$289,882.00
6	Finney	Garden City	K-156 (Kansas Avenue) from 350 feet West of Crestway Drive East to 550 feet East of Crestway Drive	\$751,296.00	\$300,000.00
6	Ness	Ness City	US-283 (Pennsylvania Ave.) from South side of Main Street to South side of Chestnut Street	\$399,999.60	\$300,000.00
<b>TOTAL</b>				<b>\$11,940,727.52</b>	<b>\$6,094,527.47</b>

**RESOLUTION NO. 121415-2**

**A RESOLUTION APPROVING AN AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES FOR THE 2016 KLINK PROJECT ON BUCKEYE AVENUE**

**WHEREAS**, the Kansas Department of Transportation (“KDOT”) has designated funds from its 2017 KLINK Program for the purposes of resurfacing a portion of Buckeye Avenue from 21st Street to 2400 Avenue; and

**WHEREAS**, the City Commission desires to enter into an Agreement for Preliminary Engineering Services with Kaw Valley Engineering, Inc. (“Consultant”) for the purposes of designing the Project and preparing it to be let to bid in 2016.

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

**SECTION ONE. Agreement**. That an Agreement for Preliminary Engineering Services with Consultant 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 14<sup>th</sup> day of December, 2015.

**CITY OF ABILENE, KANSAS**

By: \_\_\_\_\_  
Dennis P. Weishaar, Mayor

**ATTEST:**

\_\_\_\_\_  
Penny Soukup, CMC  
City Clerk

**EXHIBIT A**

**Agreement for Preliminary Engineering Services**

**2017 KDOT KLINK Program  
(21st Street to 2400 Avenue)**

**Kaw Valley Engineering, Inc.**

**December 14, 2015**

**Agreement for Preliminary Engineering Services**  
2016 Buckeye KLINK Project – NE 21<sup>st</sup> Street to North City Limits  
City of Abilene, Kansas

This "Agreement", made this \_\_\_\_\_, day of \_\_\_\_\_, 2015, by and between the City of Abilene (hereinafter "City"), and Kaw Valley Engineering, Inc. (hereinafter "Consultant"), for the performance of professional surveying and engineering services to complete the surveying, design and bidding assistance for proposed milling and asphalt overlay improvements on the 2016 Buckeye KLINK Project (hereinafter "Project");

WITNESSETH that for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that the Consultant shall provide the following services to the City as set forth below;

**SCOPE OF SERVICES – PHASE I**

Upon execution of this Agreement, the Consultant shall provide the following outlined services:

1. Design Surveying, R/W Determination & Block Corners – The Consultant shall perform field surveys consisting of establishment of horizontal and vertical control, recovery or establishment of section corners and ¼-section corners bounding the Project, establishment of Project centerline control and benchmarks, research of deeds and easements affecting the Project, and land surveying as necessary to determine right-of-way and easement lines, complete topographic survey of the Project site to the back of sidewalk including utility locations, cross-sections of the existing roadway, curb and gutter, sidewalk, drive entrances, alley and side street intersection returns, signals, signage and drainage structures. Upon determination of the existing right-of-way, the Consultant will set monuments at the block corners and other useful locations as desired by the City. The Consultant shall also provide AutoCAD drafting of field survey data for use in plan production for the Project. All surveying shall be done in the coordinate system used by the Dickinson County GIS Department and all AutoCAD files shall be provided to the Dickinson County GIS Department upon completion of the As-Built Plans.
2. Coordination with KDOT & Utilities – The Consultant shall initiate correspondence with all encountered utilities having potential conflicts or affected facilities in order to coordinate any incorporated improvements, utility adjustments and/or relocations necessary to accommodate KDOT requirements and completion of the work in advance of the Project's scheduled bid letting. The Consultant shall distribute plans to all affected utilities and maintain close contact with those having facilities impacted by the Project such that all parties are aware of the scope of improvements, traffic control plan, construction sequencing activities, and anticipated schedule.
3. Office Check Plans & Estimate – The Consultant shall develop Office Check Plans and Estimate of Probable Construction Cost per KDOT requirements for submittal to KDOT and the City for Office Check reviews. Office Check plans shall contain all plan drawings, construction sequencing, traffic control plans, pavement marking plans, summary of quantities and standard detail sheets to constitute a full set of construction plans. The Consultant shall make any plan revisions requested as a result of said Office Check reviews by the City and KDOT.
4. Final Plans, Contract Documents & Estimate – The Consultant shall develop Final Plans, Contract Documents and Engineer's Estimate per KDOT requirements for submittal to KDOT

and the City. Upon making any revisions requested, the Consultant shall compile a final signed and sealed bid package for advertisement and distribution to interested contractors.

5. Bidding Assistance, Contract Administration & KDOT Reimbursement – The Consultant shall assist the City with all elements of the competitive bidding process and supply contract administration duties during the course of awarding, constructing and finalizing the Project, including completion of the final reimbursement paperwork per KDOT requirements.
6. As-Built Plans - The Consultant shall also furnish the City with As-Built Plans upon completion of all construction activities which clearly depicts any alterations made in the field from the Final Plans.

## SCOPE OF SERVICES – PHASE II

If so desired by the City, the Consultant may be asked to provide additional services such as materials testing and construction inspection for the Project. If so, the Consultant shall submit a detailed Scope of Services with Fee Schedule for such activities as Phase II of the Preliminary Engineering for this Project to be approved and authorized by the City prior to initiation of such additional services.

## COMPENSATION

The City shall compensate the Consultant for satisfactory completion of the Scope of Services for Phase I of the Preliminary Engineering on this Project in accordance with the “Fee Schedule-Phase I Preliminary Engineering Services” included with this Agreement. For the purposes of this Agreement, the maximum not to exceed amount due to the Consultant upon successful completion of the Scope of Services for Phase I of the Preliminary Engineering on this Project shall be \$18,268.00.

The basis for incremental payments shall be per the hours and reimbursable expenses incurred for the term being invoiced with standard rates and reimbursable expenses applied as set forth in said “Fee Schedule”. The Consultant shall not be awarded payments totaling more than 90% of the contract maximum for Phase I of the Preliminary Engineering Services on this Project prior to submittal of the *Final Plans, Contract Documents & Estimate* to the City. The Consultant shall invoice the City for completed services and encountered reimbursable expenses on a monthly basis. An invoice shall be submitted by the Consultant at the end of each month to the City with the amount of said invoice being due upon receipt by the City and considered past due if not paid within thirty days of the invoice date.

In the event that services are requested by the City which are considered by both parties to be above and beyond these original Scope of Services for Phase I of the Preliminary Engineering for this Project, those additional services shall be compensated in accordance with a proposal for supplemental services as submitted by the Consultant at the request of the City and as approved by the City.

## TIME FOR COMPLETION

The Consultant shall begin work on the date of execution of this Agreement and shall have all work completed, up to and including, the submittal of *Final Plans, Contract Documents & Estimate* as outlined in the Scope of Services for Phase I of the Preliminary Engineering on this Project, by July 15, 2016 in advance of an August bid opening for this Project. The work is scheduled to progress in the manner and sequence as set forth in the Scope of Services for Phase I of the Preliminary Engineering on this Project. Services to be provided under this Agreement do not allow for delays due to abnormal weather, inefficient or non-responsive review by the City and/or review agencies, or unforeseen circumstances not under the direct control of the Consultant.

## DISPUTE RESOLUTION

All claims, disputes, and other matters of controversy between City and Consultant arising out of, or in any way related to, this Agreement or the services performed by Consultant will be submitted to non-binding mediation as a condition precedent to litigation. If a dispute arises from matters related to the services provided under this Agreement and that dispute requires litigation, then the claim shall be brought and tried in a judicial jurisdiction in the State of Kansas.

## TERMINATION BY CAUSE

This Agreement may be terminated by the City upon ten (10) days written notice in the event of substantial failure to perform in accordance with the terms set herein. If this Agreement is so terminated, the Consultant shall be paid for any approved final product delivered through the effective date of termination per the compensation arrangement set forth in this Agreement.

## CONTRACT PROVISIONS

### A. Records and Audits

The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement, and such records as may be deemed necessary by the City to assure the property accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement, unless permission to destroy them is granted by the City. It is understood that all pertinent records shall be accessible to the Kansas Department of Transportation and the Federal Highway Administration.

### B. Consultant Compliance with Local, State, and Federal Laws

1. Title VI of the Civil Rights Act of 1964, as amended, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
2. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601). No person in the United States shall, on the grounds of race, color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal Funds.
3. Section 504 of the Rehabilitation Act of 1973, (Pub. L. 83-112) as amended and implementing regulations when published for effect. No otherwise qualified individual shall, solely by reasons of his or her disability, be excluded from participation in (including employment), denied program benefits of or be subjected to discrimination under any program or activity receiving Federal funds.
4. Age Discrimination Act of 1975, (Pub. L. 94-135) as amended and implementing regulations when published for effect. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

5. Fair Housing Amendments Act of 1988, which prohibits discrimination in housing on the basis of race, color, national origin, religion, sex, disability or familial status (including children under the age of 18 living with parents or legal custodians, pregnant women and people securing custody of children under 18).
6. Executive Order 11063, as amended by Executive Order 12259 and implementing regulations as 24 CFR Part 107. No person shall, on the basis of race, color, religion, or national origin, be discriminated against in housing (and related facilities) provided with Federal assistance or lending practices with respect to residential property when such practices are connected with loans issued or guaranteed by the Federal Government.
7. Kansas Act Against Discrimination of 1992. It is declared to be the policy of the State of Kansas to eliminate and prevent the practice or policy of discrimination against individuals in employment relations, in relation to free and public accommodations or in housing by reason of race, religion, color, sex, physical disability, national origin or ancestry.
8. Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 Iu. Provides that to the greatest extent feasible, opportunities for training and employment shall be given to lower-income persons residing within the project area and the non-metropolitan county in which the project is located and that contracts in connection with the project be awarded to eligible business concerns located or owned in substantial part, by residents of the project area.
9. Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60. A contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.
10. Section 912 of the Cranston-Gonzales National Affordable Housing Act of 1990, as amended Section 109(a) of the HCD Act to prohibit discrimination on the basis of religion.
11. Section 503 of the Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment.
12. The Consultant will also concede to provide access to project records and will agree to maintain said records for a period of at least three (3) years beyond project completion and shall also follow copyright regulations where appropriate.
13. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
14. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant; state all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

C. Interest of Members of the City

No members of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to insure compliance.

D. Interest of the Consultant and Employees

The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services thereunder. The Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the date first above written.

Consultant:  
KAW VALLEY ENGINEERING, INC.

By: *Chad P. McCullough*  
Chad McCullough, P.E.

Title: Project Manager

Date: 12/2/15

City:  
CITY OF ABILENE

By: \_\_\_\_\_  
David Dillner

Title: City Manager

Date: \_\_\_\_\_

**FEE SCHEDULE - Phase I Preliminary Engineering Services**  
**2016 Buckeye KLINK Project - NE 21st Street to North City Limits**  
**City of Abilene, Kansas**

**1. Design Survey, R/W Determination & Block Corners**

Hourly Compensation:	<u>Employee Classification</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Extension</u>
	Project Manager	4	\$120.00	\$480.00
	Registered Land Surveyor	8	105.00	840.00
	Survey Crew & Equipment	40	140.00	5,600.00
	Senior Design Technician	24	80.00	<u>1,920.00</u>
				<b>\$8,840.00</b>
Direct Expenses:				
	Copying / Printing (Old Plans & Property Research) -		=	\$40.00
	Survey Vehicle Mileage - 300 miles @	\$0.56	=	<u>\$168.00</u>
				<b>\$208.00</b>

**2. Coordination with KDOT & Utilities**

Hourly Compensation:	Project Manager	8	\$120.00	\$960.00
	Senior Design Technician	4	80.00	<u>320.00</u>
				<b>\$1,280.00</b>

**3. Office Check Plans & Estimate**

Hourly Compensation:	Project Manager	12	\$120.00	\$1,440.00
	Senior Design Technician	8	80.00	<u>640.00</u>
				<b>\$2,080.00</b>

**4. Final Plans, Contract Documents & Estimate**

Hourly Compensation:	Project Manager	12	\$120.00	\$1,440.00
	Manager of Field Services	2	90.00	180.00
	Senior Design Technician	8	80.00	640.00
	Administrative Assistant	8	40.00	<u>320.00</u>
				<b>\$2,580.00</b>

**5. Bidding Assistance, Contract Administration & KDOT Reimbursement**

Hourly Compensation:	Project Manager	16	\$120.00	\$1,920.00
	Manager of Field Services	2	90.00	180.00
	Senior Design Technician	2	80.00	160.00
	Administrative Assistant	12	40.00	<u>480.00</u>
				<b>\$2,740.00</b>

Direct Expenses:

Copying / Printing (4 Original Contract Books) -				<u>40.00</u>
				<b>\$40.00</b>

**6. As-Built Plans for City Records**

Hourly Compensation:	Manager of Field Services	2	\$90.00	\$180.00
	Senior Design Technician	4	80.00	<u>320.00</u>
				<b>\$500.00</b>

<b>Total for Hourly Compensation</b>	=	<b>\$18,020.00</b>
<b>Total for Direct Expenses</b>	=	<b>\$248.00</b>

<b>Total for Phase I Preliminary Engineering Services</b>	=	<b>\$18,268.00</b>
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**Buckeye (K-15) & 14th Street (Old 40) - FY2018 GI Project**  
**City of Abilene, Kansas**

5/20/2015

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	\$25,000.00	\$25,000.00
2	Milling (2")	937	Sq. Yd.	6.00	5,622.00
3	Removal of Existing Structures	1	Lump Sum	25,000.00	25,000.00
4	Common Excavation	40	Cu. Yd.	4.00	160.00
5	Common Excavation (Contractor Furnished)	10	Cu. Yd.	10.00	100.00
6	Concrete Curb & Gutter Removal	1,071	L.F.	15.00	16,065.00
7	Embankment	40	Cu. Yd.	5.00	200.00
8	Compaction of Earthwork (Type AA) (MR-5-5)	40	Cu. Yd.	2.50	100.00
9	Aggregate Base (AB-3) (6")	118	Sq. Yd.	15.00	1,770.00
10	Combined Curb & Gutter (AE)	1,095	L.F.	22.00	24,090.00
11	2" HMA Surface (SR-12.5A) (PG 64-28)	117	Tons	140.00	16,380.00
12	Pavement Marking (Thermoplastic)	1	Lump Sum	10,000.00	10,000.00
13	Traffic Signals	1	Lump Sum	160,000.00	160,000.00
14	Video Detection System	1	Lump Sum	20,000.00	20,000.00
15	Traffic Control	1	Lump Sum	30,000.00	30,000.00
16	Permanent Seeding	1	Lump Sum	2,000.00	2,000.00
17	Contractor Construction Staking	1	Lump Sum	6,000.00	6,000.00
18	Concrete Pavement (8" Uniform) (AE)	130	Sq. Yd.	54.00	7,020.00
19	Sidewalk Ramp	3	Each	1,800.00	5,400.00
20	Sidewalk Construction (4") (AE)	90	Sq. Yd.	28.00	2,520.00
21	Curb Inlet (Type 22)	4	Each	2,500.00	10,000.00
22	15" RCP	60	L.F.	56.00	3,360.00
23	15" CPEP	80	L.F.	28.00	2,240.00

**PRELIMINARY CONSTRUCTION COST = \$373,027.00**

Engineering	=	28,000.00
ROW / TCE Acquisition	=	1,000.00
Utility Adjustments / Relocations	=	4,000.00
Construction Inspection & Testing	=	<u>36,000.00</u>
<b>SUBTOTAL</b>	<b>=</b>	<b>\$442,027.00</b>

KDOT Inflation to 2018 (14.1%) = \$62,325.81

**PRELIMINARY TOTAL PROJECT COST = \$504,352.81**

**KDOT Breakdown**

KDOT 90% Match = \$453,917.52

**City Breakdown**

City Project Total (Remainder of Total Project Cost) = \$50,435.29



Kennedy Primary School Addition  
(currently under construction)

14th & Buckeye

14th St. Project Limits

K-15 Project Limits

Abilene Middle School Addition  
(currently under construction)

Abilene High School Addition  
& New Auditorium Building  
(currently under construction)

Google earth

feet  
meters

1000

600



Site of New Eisenhower  
Elementary School  
(currently under construction)

**Geometric Improvement Program - FY 2018 Recommended Projects**

District	City	Project Description	Total Estimated Cost	Requested State Dollars
1	Atchison	US-73 from U Street to Green Street	\$ 1,690,000	\$ 1,000,000
1	Westwood Hills	US-169 (Rainbow Blvd.) from 48th Terr. To 49th Terr.	\$ 300,000	\$ 300,000
2	Moundridge	K-260 from Avenue A to Avenue C	\$ 465,000	\$ 500,000
2	Abilene	Intersection of K-15 and 14th Street (old US-40)	\$ 627,000	\$ 500,000
3	Russell	US-281 from Dorrance Street to Luray Street	\$ 1,135,600	\$ 1,000,000
4	Coffeyville	Intersection of US-166 and Willow Street	\$ 1,187,100	\$ 1,000,000
5	Great Bend	Intersection of US-56/K-156/K-96 and Grant Street	\$ 1,100,000	\$ 800,000
6	Ness City	K-96 Drainage Improvements, School St. to 7th St.	\$ 1,090,000	\$ 1,000,000
6	Brownell	K-4 from end of Proj. 68 KA4049-01 to E. City Limit	\$ 500,000	\$ 500,000
<b>Totals</b>			<b>\$ 8,094,700</b>	<b>\$ 6,600,000</b>

**RESOLUTION NO. 121415-3**

**A RESOLUTION APPROVING AN AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES FOR A KDOT GEOMETRIC IMPROVEMENT PROJECT AT THE INTERSECTION OF 14TH STREET AND BUCKEYE AVENUE**

**WHEREAS**, the Kansas Department of Transportation (“KDOT”) has designated funds from its 2018 Geometric Improvement Program for improvements to the 14th Street and Buckeye Avenue intersection; and

**WHEREAS**, the City Commission desires to enter into an Agreement for Preliminary Engineering Services with Kaw Valley Engineering, Inc. (“Consultant”) for the purposes of designing the Project and preparing it to be let to bid in 2017.

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

**SECTION ONE. Agreement.** That an Agreement for Preliminary Engineering Services with Consultant 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 14<sup>th</sup> day of December, 2015.

**CITY OF ABILENE, KANSAS**

By: \_\_\_\_\_  
Dennis P. Weishaar, Mayor

**ATTEST:**

\_\_\_\_\_  
Penny Soukup, CMC  
City Clerk

**EXHIBIT A**

**Agreement for Preliminary Engineering Services**

**2018 KDOT Geometric Improvement Program  
(14th Street and Buckeye Avenue Intersection)**

**Kaw Valley Engineering, Inc.**

**December 14, 2015**

**Agreement for Preliminary Engineering Services**  
14th Street & Buckeye Intersection Improvement Projects  
City of Abilene, Kansas

This "Agreement", made this \_\_\_\_\_, day of \_\_\_\_\_, 2015, by and between the City of Abilene (hereinafter "City"), and Kaw Valley Engineering, Inc. (hereinafter "Consultant"), for the performance of professional surveying and engineering services to complete the surveying, design and bidding assistance for proposed intersection improvements. This Agreement shall cover the preliminary engineering of two separately bid projects, a KDOT-let project focused solely at the 14<sup>th</sup> Street & Buckeye intersection and a City-let project focused at improving 14<sup>th</sup> Street from Buckeye to Cedar Street, which adjoin one another and are to be designed together for the purposes of this Agreement and referred to jointly as 14th Street & Buckeye Intersection Improvement Projects (hereinafter "Project");

WITNESSETH that for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that the Consultant shall provide the following services to the City as set forth below;

**SCOPE OF SERVICES – PHASE I**

Upon execution of this Agreement, the Consultant shall provide the following outlined services:

1. Design Surveying, R/W Determination & Block Corners – The Consultant shall perform field surveys consisting of establishment of horizontal and vertical control, recovery or establishment of section corners and ¼-section corners bounding the Project, establishment of Project centerline control and benchmarks, research of deeds and easements affecting the Project, and land surveying as necessary to determine right-of-way and easement lines, complete topographic survey of the Project limits including utility locations, cross-sections of the existing roadway, curb and gutter, sidewalk, drive entrances, alley and side street intersection returns, signals, signage and drainage structures. Upon determination of the existing right-of-way, the Consultant will set monuments at the block corners and other useful locations as desired by the City. The Consultant shall also provide AutoCAD drafting of field survey data for use in plan production for the Project. All surveying shall be done in the coordinate system used by the Dickinson County GIS Department and all AutoCAD files shall be provided to the Dickinson County GIS Department upon completion of the As-Built Plans.
2. Geometrics & Pedestrian Access Design – The Consultant shall perform all design and detailing required to accurately depict the proposed lane widening, curb returns, pedestrian crossings, intersection pavement markings and traffic signal pole locations in accordance with KDOT's LPA Project Development Manual and Traffic Engineering standards. The Consultant shall also determine the locations for proposed sidewalks and sidewalk ramps such that pedestrian access is best accommodated throughout the Project limits and meets current ADA requirements.
3. Storm Drainage Analysis & Design – The Consultant shall perform analysis of storm drainage within the Project limits and design accommodations to effectively pass storm water within the Project limits as required by City standards and KDOT's LPA Project Development Manual.
4. Field Check Plans, Estimate & Meeting with KDOT (14th & Buckeye Intersection) – The Consultant shall prepare Field Check stage plans as per KDOT requirements and make the required electronic submittal to KDOT with an itemized cost estimate for review by City staff and KDOT. Upon submitting said items, KDOT will schedule a Field Check Meeting to be attended

by the Consultant alongside City staff. Field Check stage plans and a construction cost estimate shall be prepared for each separately let project, but a Field Check Meeting will only be conducted with KDOT staff for the KDOT-let FFY2018 14th Street & Buckeye Intersection Geometric Improvements Project.

5. Traffic Signal Design & Details (14th & Buckeye Intersection) – The Consultant shall perform all engineering design associated with the proposed traffic signal phasing, wiring, controller cabinet, advanced warning, pedestrian appurtenances and attached lighting, as well as providing specific details to clearly depict these items in the plan drawings for the KDOT-let FFY2018 14th Street & Buckeye Intersection Geometric Improvements Project..
6. Coordination of Projects, Construction Sequencing & Traffic Control Plans – The Consultant shall determine the best location for a match line between the two separately bid projects such that the impact to traffic and adjacent property owners is minimized. The Consultant shall also develop specific sequencing plan sheets for depicting the specific phasing of construction activities to be performed as part of each bid project in a manner that best accomplishes constructing of the proposed improvements while still maintaining functionality of the 14<sup>th</sup> Street & Buckeye intersection. The construction sequencing plans will include a detailed traffic plan depicting locations and types for specific construction signage, channelizing devices, barricades and temporary pavement markings.
7. Office Check Plans & Estimate – The Consultant shall develop Office Check Plans and Estimate of Probable Construction Cost per KDOT requirements for submittal to KDOT and the City for Office Check reviews. Office Check plans shall contain all plan drawings, construction sequencing, traffic control, summary of quantities and standard detail sheets to constitute a full set of construction plans. The Consultant shall make any plan revisions requested as a result of said Office Check reviews by the City and KDOT.
8. Coordination with KDOT & Utilities – The Consultant shall conduct all correspondence, plan submittals, paperwork distribution and schedule coordination with KDOT staff as required to let and construct the Project. The Consultant shall also initiate correspondence with all encountered utilities having potential conflicts or affected facilities in order to coordinate any incorporated improvements, utility adjustments and/or relocations necessary to accommodate KDOT requirements and completion of the work in advance of scheduled bid lettings. The Consultant shall distribute plans to all affected utilities and maintain close contact with those having facilities impacted by the Project such that all parties are aware of the scope of improvements, traffic control plan, construction sequencing activities and anticipated schedule. This shall include coordination with Westar regarding electric service and meter enclosure to the proposed signals and attached lighting fixtures.
9. Final Plans & Estimate – The Consultant shall develop Final Plans and Engineer’s Estimate for both bid projects for submittal to KDOT and the City. Upon making any revisions requested, the Consultant shall compile a final signed and sealed bid package for advertisement and distribution to interested contractors during the bidding process.
10. Contract Documents, Bidding Assistance & Contract Administration (14th Street from Buckeye to Cedar) – The Consultant shall develop contract documents and assist the City with all elements of the competitive bidding process for the City-bid 14<sup>th</sup> Street Improvements Project from Buckeye to Cedar Street. The Consultant shall also provide contract administration duties during the course of awarding, constructing and finalizing the City-bid 14<sup>th</sup> Street Improvements Project.

11. As-Built Plans - The Consultant shall furnish the City with As-Built Plans upon completion of all construction activities which clearly depicts any alterations made in the field from the Final Plans for both bid projects.

### **SCOPE OF SERVICES – PHASE II**

If so desired by the City, the Consultant may be asked to provide additional services such as construction staking, materials testing and construction inspection for the Project. If so, the Consultant shall submit a detailed Scope of Services with Fee Schedule for such activities as Phase II of the Preliminary Engineering for this Project to be approved and authorized by the City prior to initiation of such additional services.

### **COMPENSATION**

The City shall compensate the Consultant for satisfactory completion of the Scope of Services for Phase I of the Preliminary Engineering on this Project in accordance with the “Fee Schedule-Phase I Preliminary Engineering Services” included with this Agreement. For the purposes of this Agreement, the maximum not to exceed amount due to the Consultant upon successful completion of the Scope of Services for Phase I of the Preliminary Engineering on this Project shall be \$61,915.20.

The basis for incremental payments shall be per the hours and reimbursable expenses incurred for the term being invoiced with standard rates and reimbursable expenses applied as set forth in said “Fee Schedule”. The Consultant shall not be awarded payments totaling more than 90% of the contract maximum for Phase I of the Preliminary Engineering Services on this Project prior to submittal of the *Final Plans & Estimate* to the City. The Consultant shall invoice the City for completed services and encountered reimbursable expenses on a monthly basis. An invoice shall be submitted by the Consultant at the end of each month to the City with the amount of said invoice being due upon receipt by the City and considered past due if not paid within thirty days of the invoice date.

In the event that services are requested by the City which are considered by both parties to be above and beyond these original Scope of Services for Phase I of the Preliminary Engineering for this Project, those additional services shall be compensated in accordance with a proposal for supplemental services as submitted by the Consultant at the request of the City and as approved by the City.

### **TIME FOR COMPLETION**

The Consultant shall begin work on the date of execution of this Agreement and shall have all work completed, up to and including, the submittal of *Final Plans & Estimate* as outlined in the Scope of Services for Phase I of the Preliminary Engineering on this Project, ninety (90) calendar days prior to the KDOT Letting for the FFY2018 14<sup>th</sup> Street & Buckeye Intersection Geometric Improvements Project. The work is scheduled to progress in the manner and sequence as set forth in the Scope of Services for Phase I of the Preliminary Engineering on this Project. Services to be provided under this Agreement do not allow for delays due to abnormal weather, inefficient or non-responsive review by the City and/or review agencies, or unforeseen circumstances not under the direct control of the Consultant.

### **DISPUTE RESOLUTION**

All claims, disputes, and other matters of controversy between City and Consultant arising out of, or in any way related to, this Agreement or the services performed by Consultant will be submitted to non-binding mediation as a condition precedent to litigation. If a dispute arises from matters related to the

services provided under this Agreement and that dispute requires litigation, then the claim shall be brought and tried in a judicial jurisdiction in the State of Kansas.

### TERMINATION BY CAUSE

This Agreement may be terminated by the City upon ten (10) days written notice in the event of substantial failure to perform in accordance with the terms set herein. If this Agreement is so terminated, the Consultant shall be paid for any approved final product delivered through the effective date of termination per the compensation arrangement set forth in this Agreement.

### CONTRACT PROVISIONS

#### A. Records and Audits

The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement, and such records as may be deemed necessary by the City to assure the property accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement, unless permission to destroy them is granted by the City. It is understood that all pertinent records shall be accessible to the Kansas Department of Transportation and the Federal Highway Administration.

#### B. Consultant Compliance with Local, State, and Federal Laws

1. Title VI of the Civil Rights Act of 1964, as amended, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
2. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601). No person in the United States shall, on the grounds of race, color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal Funds.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 83-112) as amended and implementing regulations when published for effect. No otherwise qualified individual shall, solely by reasons of his or her disability, be excluded from participation in (including employment), denied program benefits of or be subjected to discrimination under any program or activity receiving Federal funds.
4. Age Discrimination Act of 1975, (Pub. L. 94-135) as amended and implementing regulations when published for effect. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
5. Fair Housing Amendments Act of 1988, which prohibits discrimination in housing on the basis of race, color, national origin, religion, sex, disability or familial status (including children under the age of 18 living with parents or legal custodians, pregnant women and people securing custody of children under 18).

6. Executive Order 11063, as amended by Executive Order 12259 and implementing regulations as 24 CFR Part 107. No person shall, on the basis of race, color, religion, or national origin, be discriminated against in housing (and related facilities) provided with Federal assistance or lending practices with respect to residential property when such practices are connected with loans issued or guaranteed by the Federal Government.
7. Kansas Act Against Discrimination of 1992. It is declared to be the policy of the State of Kansas to eliminate and prevent the practice or policy of discrimination against individuals in employment relations, in relation to free and public accommodations or in housing by reason of race, religion, color, sex, physical disability, national origin or ancestry.
8. Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 Iu. Provides that to the greatest extent feasible, opportunities for training and employment shall be given to lower-income persons residing within the project area and the non-metropolitan county in which the project is located and that contracts in connection with the project be awarded to eligible business concerns located or owned in substantial part, by residents of the project area.
9. Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60. A contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.
10. Section 912 of the Cranston-Gonzales National Affordable Housing Act of 1990, as amended Section 109(a) of the HCD Act to prohibit discrimination on the basis of religion.
11. Section 503 of the Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment.
12. The Consultant will also concede to provide access to project records and will agree to maintain said records for a period of at least three (3) years beyond project completion and shall also follow copyright regulations where appropriate.
13. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
14. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant; state all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

C. Interest of Members of the City

No members of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to insure compliance.

D. Interest of the Consultant and Employees

The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services thereunder. The Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the date first above written.

Consultant:  
KAW VALLEY ENGINEERING, INC.

By: Chad McCullough

Chad McCullough, P.E.

Title: Project Manager

Date: 12/2/15

City:  
CITY OF ABILENE

By: \_\_\_\_\_

David Dillner

Title: City Manager

Date: \_\_\_\_\_

**FEE SCHEDULE - Phase I Preliminary Engineering Services**  
**14th Street & Buckeye Intersection Improvement Projects**  
**City of Abilene, Kansas**

**1. Design Survey, R/W Determination & Block Corners**

Hourly Compensation:	<u>Employee Classification</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Extension</u>
	Project Manager	4	\$120.00	\$480.00
	Registered Land Surveyor	12	105.00	1,260.00
	Survey Crew & Equipment	48	140.00	6,720.00
	Senior Design Technician	32	80.00	<u>2,560.00</u>
				<b>\$11,020.00</b>
Direct Expenses:				
	Copying / Printing (Old Plans & Property Research) -		=	\$40.00
	Survey Vehicle Mileage - 360 miles @	\$0.56	=	<u>\$201.60</u>
				<b>\$241.60</b>

**2. Geometrics & Pedestrian Access Design**

Hourly Compensation:	Project Manager	12	\$120.00	\$1,440.00
	Design Engineer	16	95.00	1,520.00
	Senior Design Technician	24	80.00	<u>1,920.00</u>
				<b>\$4,880.00</b>

**3. Storm Drainage Analysis & Design**

Hourly Compensation:	Project Manager	4	\$120.00	\$480.00
	Design Engineer	8	95.00	760.00
	Senior Design Technician	16	80.00	<u>1,280.00</u>
				<b>\$2,520.00</b>

**4. Field Check Plans, Estimate & Meeting with KDOT (14th & Buckeye Intersection)**

Hourly Compensation:	Project Manager	20	\$120.00	\$2,400.00
	Design Engineer	12	95.00	1,140.00
	Manager of Field Services	8	90.00	720.00
	Senior Design Technician	40	80.00	<u>3,200.00</u>
				<b>\$7,460.00</b>
Direct Expenses:				
	Vehicle Mileage - 60 miles @	\$0.56	=	<u>33.60</u>
				<b>\$33.60</b>

**5. Traffic Signal Design & Details (14th & Buckeye Intersection)**

Hourly Compensation:	Project Manager	16	\$120.00	\$1,920.00
	Senior Design Engineer	24	110.00	2,640.00
	Senior Design Technician	32	80.00	<u>2,560.00</u>
				<b>\$7,120.00</b>

**6. Coordination of Projects, Construction Sequencing & Traffic Control Plans**

Hourly Compensation:	Project Manager	24	\$120.00	\$2,880.00
	Manager of Field Services	16	90.00	1,440.00
	Senior Design Technician	40	80.00	<u>3,200.00</u>
				<b>\$7,520.00</b>

**7. Office Check Plans & Estimate**

Hourly Compensation:	Project Manager	32	\$120.00	\$3,840.00
	Design Engineer	16	95.00	1,520.00
	Senior Design Engineer	8	110.00	880.00
	Senior Design Technician	60	80.00	<u>4,800.00</u>
				<b>\$11,040.00</b>

**8. Coordination with KDOT & Utilities**

Hourly Compensation:	Project Manager	24	\$120.00	\$2,880.00
	Senior Design Technician	8	80.00	<u>640.00</u>
				<b>\$3,520.00</b>

**9. Final Plans & Estimate**

Hourly Compensation:	Project Manager	32	\$120.00	\$3,840.00
	Manager of Field Services	12	90.00	1,080.00
	Senior Design Technician	24	80.00	1,920.00
	Administrative Assistant	16	40.00	<u>640.00</u>
				<b>\$7,480.00</b>

**10. Contract Documents, Bidding Assistance & Contract Administration (14th Street from Buckeye to Cedar)**

Hourly Compensation:	Project Manager	24	\$120.00	\$2,880.00
	Manager of Field Services	8	90.00	720.00
	Senior Design Technician	4	80.00	320.00
	Administrative Assistant	24	40.00	<u>960.00</u>
				<b>\$4,880.00</b>

Direct Expenses:

Copying / Printing (4 Original Contract Books) -	<u>40.00</u>
	<b>\$40.00</b>

**11. As-Built Plans for City Records**

Hourly Compensation:	Manager of Field Services	8	\$90.00	\$720.00
	Senior Design Technician	12	80.00	<u>960.00</u>
				<b>\$1,680.00</b>

<b>Total for Hourly Compensation</b>	=	<b>\$61,600.00</b>
<b>Total for Direct Expenses</b>	=	<b><u>\$315.20</u></b>

<b>Total for Phase I Preliminary Engineering Services</b>	=	<b><u>\$61,915.20</u></b>
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# Memo

Date: December 9, 2015

To: David Dillner, City Manager and City Commission

From: Jane Foltz, Director Abilene Parks and Recreation

Re: Surplus Property

Staff is requesting that the 2008 Ford Ranger with dog box be classified surplus property and will be sold through Purple Wave. The Police department has replaced this vehicle with a new 2015 truck and dog box that is used by the animal control officer.

Year: 2008                      Make: Ford                      Model: Ranger                      Current Mileage: 66,568

VIN: 1FTYR10U68PA97435

The Parks department also has a fertilizer spreader and John Deere garden wagon that is to be declared surplus. These items will also be listed with Purple Wave and sold.

Items will be auctioned on-line until January 12, 2016

CITY OF ABILENE

Summary Voucher Listing

Open, Completed, Printed, Requisitions

Vendor Number & Name	Voucher No	Sis	Date	Memo	Voucher Total	Scheduled Partial Payments	Man Chk#
01070 ABILENE ANIMAL HOSPITAL, PA	20151872	C	12/14/15	STRAY ANIMALS	232.50		
01250 ABILENE MUNICIPAL COURT	20151852	C	12/14/15	BOND FORFEITURE - CRAIG - 15-0184	1,500.00		
01290 ABILENE PRINTING & OFFICE	20151833	C	12/14/15	WATER BILL STATEMENTS & DELINQUENTS	1,114.65		
01320 ABILENE REFLECTOR-CHRONICLE	20151873	C	12/14/15	VAN AID	56.72		
01350 ABILENE TERMITE & PEST CO	20151834	C	12/14/15	NOV. PEST CONTROL - CC QTRLY	185.00		
01520 ALSOP SAND CO, INC	20151882	C	12/14/15	SAND FOR SNOW & ICE CONTROL	161.60		
01554 AMERICAN MELT BLOWN & FILTRA	20151883	C	12/14/15	CART FILTER	1,729.00		
19396 APAC, INC - SHEARS	20151910	C	12/14/15	1ST STAGE OF LOCAL STREET REPAIR PROJECT	90,293.97		
999395 APPELMINT CATERING & EVENTS	20151884	C	12/14/15	COFFEE & ROLLS FLINT HILLS GROUP	65.00		
01685 APPLIED CONCEPTS, INC	20151874	C	12/14/15	RADAR UNIT	1,372.50		
02014 BAYER CONSTRUCTION CO, INC	20151885	C	12/14/15	1" X 3/16 WFL	546.84		
02387 BRIANS PLUMBING INC	20151886	C	12/14/15	REPAIR WATER HEATER	32.50		
03275 CNTAS FIRST AID & SAFETY	20151887	C	12/14/15	1ST AID SUPPLIES	117.20		
03300 CLARK, MIZE & LINVILLE CHARTER	20151835	C	12/14/15	OCT 2015 SERVICE	2,139.50		
03430 CONTINENTAL ANALYTICAL	20151888	C	12/14/15	BASIN TEST SET	474.60		
18150 COOPER, CHARLES D.	20151836	C	12/14/15	NOV. 2015 CLEANING	600.00		
03441 COOPER, KELLY	20151837	C	12/14/15	NOV. 2015 CLEANING	1,500.00		
999293 CRANE, SHELLY	20151838	C	12/14/15	REFUND FOR OVERPAYMENT ON FINE FOR TANNER CRANE	5.00		
999296 CYPRESS BRIDGE	20151912	C	12/14/15	WINDOW PRIZE - NIGHT OF CHRISTMAS MAGIC	50.00		
04130 DENNY'S PLUMBING & HEATING	20151875	C	12/14/15	BATHROOM PLUMBING REPAIR	148.00		
04244 DK CTY ADMINISTRATION	20151839	C	12/14/15	DIESEL	488.22		
04320 DK CTY SHERIFF	20151853	C	12/14/15	PRISONER CARE NOV. 2015	1,785.00		
04340 DK CTY TREASURER	20151840	C	12/14/15	2015 PROPERTY TAXES	4,251.33		
04394 DPC INDUSTRIES, INC	20151889	C	12/14/15	4000 GALLONS OF 25% CAUSTIC SODA	4,247.25		
05046 EAGLE COMMUNICATIONS	20151841	C	12/14/15	ETHERNET DEC 2015	270.00		
999294 EMIG, SCOTT	20151842	C	12/14/15	REFUND FOR OVERPAYMENT ON FINE FOR SCOTT EMIG	10.00		
07020 GADES SALES CO, INC	20151890	C	12/14/15	ROAD SIGNAL	1,848.30		
16026 GIACOLETTO, PATRICK	20151843	C	12/14/15	FIX MAIN SHOP DOOR	298.36		
08070 HAMM INC	20151891	C	12/14/15	DOOR REPAIRS @ CITY YARD	824.48		
999295 HOLY FAMILY CAMP	20151892	C	12/14/15	ROCK FOR BASE	82.53		
999295 HOLY FAMILY CAMP	20151893	C	12/14/15	KASEY THE CLOWN - MAYOR'S TREE LIGHTING	100.00		
09069 IMAGE QUEST	20151844	C	12/14/15	COPIER	34.72		
	20151876	C	12/14/15	MAINT. FEE 11/20-12/20/15	136.95		

CITY OF ABILENE

Summary Voucher Listing

Open, Completed, Printed, Requisitions

Vendor Number & Name	Voucher No	Sis	Date	Memo	Voucher Total	Scheduled Partial Payments	Man Chk#
09069 IMAGE QUEST	20151894	C	12/14/15	COPIER	41.44		
11009 KA-COMM, INC.	20151877	C	12/14/15	LIGHTS CAR 1, 4 & 12	1,749.00		
11014 KAW VALLEY ENGINEERING	20151895	C	12/14/15	ENGINEERING FOR 2015 KLINK	2,045.46		
11480 KS DEPT OF REVENUE	20151878	C	12/14/15	DMV CHECKS	40.00		
11164 KS SECRETARY OF STATE	20151879	C	12/14/15	NOTARY RENEWAL- 208 KEVIN LANDERS	25.00		
11171 KS STATE UNIVERSITY	20151896	C	12/14/15	SOIL TEST	47.00		
19770 KS TREASURER	20151845	C	12/14/15	JBE & LETC - OCT 2015	1,784.86		
12014 L & S ELECTRIC, LLC	20151846	C	12/14/15	JBE & LETC - NOV 2015	991.56		
12012 LA RUE DISTRIBUTING INC	20151847	C	12/14/15	PAPI LIGHT REPAIR	1,898.00		
12010 LACAL EQUIPMENT, INC	20151848	C	12/14/15	COFFEE	66.51		
12070 LAST CHANCE GRAPHICS	20151897	C	12/14/15	COFFEE	69.18		
12120 LEAGUE KS MUNICIPALITIES	20151849	C	12/14/15	SWEPPER GUTTER BROOM PARTS	60.00		
13004 MES, INC	20151854	C	12/14/15	VAN ADVERTISING	131.40		
11227 MIDWEST CONCRETE MATERIALS	20151850	C	12/14/15	2016 DUES	3,073.58		
999679 MUNSON ANGUS FARMS	20151899	C	12/14/15	4 BUNKER GEAR - COATS & PANTS	6,921.32		
999297 MYSTIC HAIR SALON	20151900	C	12/14/15	1/2" REBAR	13.60		
14171 NEOFUNDS BY NEOPST	20151913	C	12/14/15	HORSE DRAWN TROLLEY - NIGHT OF CHRISTMAS MAGIC	380.00		
14190 NEX-TECH RURAL TELEPHONE	20151851	C	12/14/15	WINDOW PRIZE - NIGHT OF CHRISTMAS MAGIC	25.00		
14840 OCCK INC.	20151855	C	12/14/15	POSTAGE	358.06		
15030 OSBORN PROPERTIES	20151911	C	12/14/15	PHONE SERVICE	2,377.55		
16300 PRAIRIE FIRE COFFEE	20151901	C	12/14/15	OCT 2015 SERVICE	6,166.67		
16401 PURKIS, GLENDA	20151902	C	12/14/15	BILLBOARDS	200.00		
16402 PURVIS, JOHN	20151903	C	12/14/15	COFFEE	247.40		
17009 QULL	20151856	C	12/14/15	TRAVEL	93.72		
999298 RHV DO IT BEST HARDWARE	20151880	C	12/14/15	TAYLOR 15-0676/HAMILTON 15-0717/MATHEWS 15-0535	357.50		
18320 ROBSON OIL CO, INC	20151914	C	12/14/15	PAPER/FOLDERS/DRAWER ORGANIZER	371.41		
19080 SAGE PRODUCTS, INC	20151857	C	12/14/15	WINDOW PRIZE - NIGHT OF CHRISTMAS MAGIC	100.00		
19112 SALINA JOURNAL	20151858	C	12/14/15	5/1 HYD OIL	79.22		
19195 SAMS CLUB/GECE	20151904	C	12/14/15	FUEL	7,608.00		
	20151905	C	12/14/15	APWA PAINT FLU. BLUE	110.00		
	20151859	C	12/14/15	AD FOR HOMES TOUR TAB - NIGHT OF CHRISTMAS MAGIC	335.00		
				CLOROX WIPES	21.46		

CITY OF ABILENE  
 Summary Voucher Listing  
 Open, Completed, Printed, Requisitions

Vendor Number & Name	Voucher No	Sis	Date	Memo	Voucher Total	Scheduled Partial Payments	Man Chk#
19480 SIMPLEXGRINNELL	20151860	C	12/14/15	ALARM ISSUES - FOUND IT TO BE LECC ISSUE	473.00		
19550 SMART INSURANCE	20151861	C	12/14/15	AUTO INSURANCE - 2016 FORD EL DORADO VAN	422.00		
19715 STANION WHOLESALE ELECTRIC	20151906	C	12/14/15	LIGHT MHC 100	90.16		
19892 SUPERIOR SANITATION SERVICE	20151862	C	12/14/15	TRASH SERVICE @ W/TP, RECYCLE CENTER & CVB	240.00		
19900 SWISHER, ANDREA K.	20151863	C	12/14/15	TRASH SERVICE @ SC, CC & PARKS	170.00		
20244 THOMAS OUTDOOR ADVERTISING	20151864	C	12/14/15	DECEMBER 2015 SERVICE	2,083.33		
20355 TRAILS END CAR WASH	20151907	C	12/14/15	BILLBOARD	130.00		
	20151865	C	12/14/15	TRUCK WASH	9.00		
	20151866	C	12/14/15	TRUCK WASH	9.00		
23210 UNIFIRST CORPORATION	20151881	C	12/14/15	CAR WASHES - NOV 2015	124.00		
11724 US BANK EQUIPMENT FINANCE	20151867	C	12/14/15	UNIFORM SERVICE	2,789.20		
	20151868	C	12/14/15	COPIER LEASE 11/21-12/21/15	438.84		
	20151869	C	12/14/15	COPIER	163.30		
16260 US POST OFFICE-POSTMASTER	20151908	C	12/14/15	POSTAGE - FLAG LETTER	67.49		
21260 UTILITY DATA SYSTEMS OF TEXAS	20151870	C	12/14/15	2016 MCRS	1,551.00		
22021 VISA - UMB PUBLIC WORKS	20151871	C	12/14/15	SUPPLIES	3,888.33		
23025 WAITT OUTDOOR	20151909	C	12/14/15	BILLBOARDS	1,810.00		
Report Total					168,949.27		

MANUAL PAYABLES					
December 14, 2015					
Date	Check Number	Vendor	Line Item	Amount	Description
11/30/15	20737	Kansas Truck Equipment	001-014-530310	\$ 10,792.40	2016 Ford El Dorado
Total				\$ 10,792.40	