ABILENE CITY COMMISSION - STUDY SESSION AGENDA
DWIGHT D. EISENHOWER MEMORIAL BLDG.- 419 N. BROADWAY AVE.
May 3, 2016 - 4:00 pm

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

2. **STRATEGIC DISCUSSION**
   a. **None**

3. **ITEMS TO BE PLACED ON THE REGULAR AGENDA**
   a. **An Ordinance approving a Conditional Use Permit for 518 N. Buckeye Avenue for the construction of an electronic message center.**

   b. **A Resolution amending the levy of the transient guest tax within the city limits pursuant to Charter Ordinance No. 18 of the City of Abilene, Kansas.**

   c. **A Franchise Ordinance authorizing Zayo Group, LLC to construct, maintain, and operate facilities as a telecommunications services provider and a competitive infrastructure provider in the public right-of-way within the City of Abilene, Kansas.**

   d. **An Ordinance amending Section 5-202 of the City Code of the City of Abilene, Kansas, concerning alcohol consumption on City property.**

4. **ITEMS PROPOSED FOR THE CONSENT AGENDA**
   a. **Meeting Minutes: April 25, 2016 regular meeting**

   b. **An Ordinance adoption the recodification of ordinances of the City of Abilene, Kansas, providing for the repeal of certain other ordinances not included therein, excepting certain ordinances from repeal and saving certain accrued rights and liabilities.**

5. **ITEMS FOR PRESENTATION AND DISCUSSION**
   a. **First Quarter, 2016 Financials**
   b. **Proposed 2017-2021 Capital Improvement Program**

6. **REPORTS**
   a. **City Manager's Report**

7. **ANNOUNCEMENTS** *(Meetings at Abilene Public Library unless otherwise provided)*
   - Airport Advisory Committee, May 2 at 5 pm
   - Library Board Meeting, May 2 at 4 pm
   - Abilene Kid's Council, May 2 at 6 pm (Frontier Estates)
   - Commission Meeting, May 9 at 4 pm
   - Planning Commission, May 10 at 4:30 pm
   - Sister City, May 12 at 7 pm (Civic Center)
   - Recreation Commission, May 16 at 5:30 pm (Rec Center)

STAFF REPORT

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: Proposed Conditional Use Permit 518 N. Buckeye Avenue
DATE: April 29, 2016

BACKGROUND

The Abilene Area Chamber of Commerce has requested a Conditional Use Permit to place an electronic message center at 518 N. Buckeye Avenue. The property is owned by CL's Holdings, LLC, and the City has confirmed the applicant has the permission of the property owner to make application for this request.

PUBLIC HEARING

The Planning Commission conducting the Public Hearing on this item during its regular meeting on April 12, 2016. There were no adverse comments received from the public concerning the proposed Conditional Use Permit.

PLANNING COMMISSION RECOMMENDATION

Following the public hearing, the Planning Commission unanimously recommended approval of the proposed ordinance approving a Conditional Use Permit authorizing the placement of an electronic message center at 518 N. Buckeye Avenue as attached to this memorandum as **Exhibit A**.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance approving the Conditional Use Permit allowing the placement of an electronic message center at 518 N. Buckeye Avenue based on the analysis and findings provided in the staff report dated April 6, 2016.

GOVERNING BODY ACTION

Per Section 26-104(c) of the Zoning Regulations, the governing body has the following options with respect to this item:

1. Approve the Planning Commission's recommended ordinance without change.

2. Override the Planning Commission's recommendation by a two-thirds majority vote.

3. Return the recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove. Upon return of a recommendation from the Planning Commission, the Governing Body may take whatever action it deems necessary.

Exhibit A

Proposed Ordinance Granting Conditional Use Permit

For 518 N. Buckeye Avenue

ORDINANCE NO. 3297

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR 518 N. BUCKEYE AVENUE FOR THE CONSTRUCTION OF AN ELECTRONIC MESSAGE CENTER

WHEREAS, the Planning Commission reviewed an application submitted by James Holland of the Abilene Area Chamber of Commerce ("Chamber") as agent to the property owner of CL'S Holdings, LLC concerning a Conditional Use Permit for the construction of an electronic message center ("Sign") in a "C-4, Central Business District" at property generally described as 518 N. Buckeye Avenue ("Property") in Abilene, Kansas;

WHEREAS, the Planning Commission conducted a Public Hearing per Article 26 of the Zoning Regulations of the City of Abilene, Kansas, on April 12, 2016, and following public comment recommended approval of a Conditional Use Permit allowing the construction of the Sign on the above referenced Property.

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

SECTION ONE. Conditional Use Permit. That a Conditional Use Permit ("Permit") is hereby approved for the construction of a Sign to the Chamber subject to the conditions provided in this Ordinance and all supporting and supplementary documentation as provided in **Exhibit A**, attached hereto.

SECTION TWO. Legal Description of Property. The Permit shall apply to property legally described as:

> *Lots Seventy-Eight (78), Eighty (80), Eighty-Two (82), and Eighty-Four (84) on Buckeye Avenue in Southwick and Augustine's Addition to the City of Abilene, Kansas.*

And more generally described as 518 N. Buckeye Avenue in the City of Abilene, Kansas.

SECTION TWO. Permit Conditions; Approval. Per Section 26-110 of the Zoning Regulations, the Planning Commission may impose, and the City Commission may approve, reasonable conditions on the approval of a Conditional Use Permit. The following conditions are incorporated into the Conditional Use Permit, and the applicant must demonstrate compliance with all conditions during the effective period of the Conditional Use Permit:

1. The proposed sign be less that the maximum gross square footage surface area, which is sixty-four square feet per side, for off-site advertising signage in the "C-4, Central Business District" as provided in Table 27-2.

2. The proposed electronic message center must comply with required local setbacks for signs within Commercial and Industrial Districts, as provided in Section 27-604(c), which states that required setbacks are "thirty feet from the center of the right-of-way, except that no sign shall be located in the right-of-way, and except that advertising signs shall maintain the same setback that is required for principal structures."

3. The proposed electronic message center must comply with required state setbacks for signs located adjacent to state highway right-of-way. The City would require documentation from the Kansas Department of Transportation that this requirement is met to the satisfaction of KDOT prior to issuance of the permit.

4. The proposed electronic message center must comply with Section 27-401(h) with respect to metal and illuminated signs that have internal wiring or attached electrically-wired accessory fixtures. The sign must maintain a free clearance to grade of nine feet. No metal sign shall be located within eight feet vertically and four feet horizontally of electric wires or conductors in free air carrying more than forty-eight volts, whether or not such wires or conductors are insulated or otherwise protected, and all such signs shall conform with the City's adopted Electric Code (2002 National Electric Code).

5. Only one electronic message center will be allowed on the subject property.

6. The electronic message center shall only display static, non-animated messages and images. Videos or other dynamic images or messages are not permitted.

7. The message change shall occur no less than fifteen seconds.

8. A dimming device or means of glare reduction must be installed and implemented after sundown.

SECTION THREE. Implementation. The City Manager, or designee, is hereby authorized to issue a Conditional Use Permit upon receiving sufficient evidence that all conditions designated for prior approval have been reasonably met.

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

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 9th day of May, 2016.

CITY OF ABILENE, KANSAS

By: _____
S. Dee Marshall, Mayor

ATTEST:

_____
Penny Soukup, CMC
City Clerk

APPROVED AS TO FORM:

_____
Aaron O. Martin, City Attorney

EXHIBIT A

Supporting and Supplemental Documentation

Conditional Use Permit

(Electronic Message Center)

518 N. Buckeye Avenue

STAFF REPORT

PC 16-2 Conditional Use Permit, at the request of the Abilene Area Chamber of Commerce, for the placement of an electronic message center in a "C-4, Central Business District"

Date:	April 6, 2016
Owner:	CL's Holdings, LLC (see note below)
Applicant:	James Holland of the Abilene Area Chamber of Commerce, as agent to owner
Requested Action:	Conditional Use Permit
Purpose:	Placement of an electronic message center for off-site advertising
Location address:	518 N. Buckeye Avenue
Comprehensive Plan:	**Key Issue 3** – Lack of coordinated marketing efforts to promote economic and cultural activities; **Goal B** – Market Abilene to Abilenians
Sites Existing Zoning:	"C-3, Central Commercial District".
Surrounding Zoning and Land Use:	North: "R-3, High Density Residential District" South: "C-4, Central Business District" East: "C-4, Central Business District" West: "R-3 High Density Residential District"
Land Area:	Contains 9,460 square feet, more or less
Notice Date:	This project was published in the Abilene Reflector-Chronicle on February 15, 2016 and noticed by mail as required by Code.

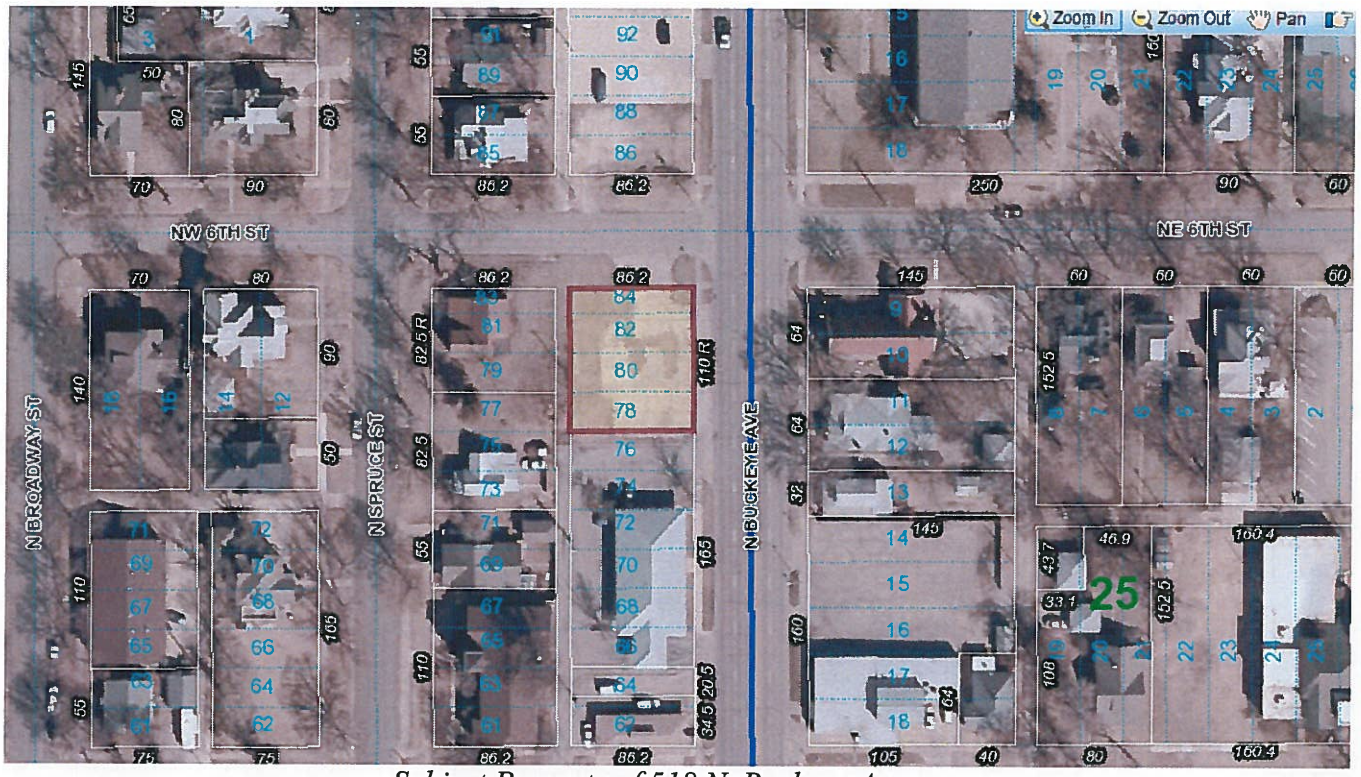
COMMENTS

1. The Abilene Area Chamber of Commerce is making a request for a conditional use permit to construct an electronic message center for the purposes of off-advertising.
2. Section 27-401(c) of the Zoning Regulations states the following with respect to electronic message centers:

   "Electronic message centers shall be permitted in Commercial and Industrial Districts only upon issuance of a conditional use permit in accordance with Article 26. In considering a conditional use permit application, the Planning Commission and Governing Body may impose requirements related to size, maximum illumination (including incorporating automatic dimmer controls), transition and hours of operation, or other conditions as deemed necessary and appropriate by the Planning Commission and Governing Body."

3. The Abilene Area Chamber of Commerce is not the owner of record, and will have to provide sufficient proof to the City that the proper owner of the property consents to the application. The Chamber made application stating that the proper owner was the Brown Memorial Foundation, although County records indicate that CL's Holdings, LLC is the proper owner.

4. The proposed sign will be located on property parallel to Buckeye Avenue (K-15) and may require review and approval from the Kansas Department of Transportation to ensure that state setback requirements are met.



Subject Property of 518 N. Buckeye Avenue

RECOMMENDATION AND FINDINGS

Staff recommends approval of a conditional use permit for an electronic message center to be located at the subject property based on the following considerations outlined in Article 26-108 and 26-110:

1. Whether the change in classification would be consistent with the intent and purpose of these regulations. Article 27 of the Zoning Regulations provide regulations for signage so as to "preserve, protect and promote the public health, safety, and general welfare." The Article further states the intentions of "encouraging the reasonable, orderly and effective display of signs; enhance the physical appearance of the city; reduce visual clutter; prevent blighting influences; protect property values; provide minimum standards to safeguard life, health, and property by regulating and controlling the size, height, design, quality of materials, construction, location, electrification and maintenance of all signs and sign structures; and authorize the use of signs which are compatible with their surroundings." Staff has no evidence that the proposed use would be inconsistent with the aforementioned intent and purpose of Article 27.

2. The character and condition of the surrounding neighborhood and its effect on the proposed change. The subject property is located in a neighborhood that has a mix of uses ranging from commercial to residential uses. There is also an electronic message center located approximately 200 feet south of the subject property.

3. Whether the proposed amendment is made necessary because of changed or changing conditions in the area affected, and if so, the nature of such changed or changing conditions. The subject property has recently developed from a vacant lot into a new commercial building. As a commercial property, businesses located on-site have a reasonable expectation for signage to advertise the businesses located at the site. The request for an electronic message center, however, would be used for off-site advertising and would arguably not be a necessary condition due to changing conditions.

4. The current zoning and uses of nearby properties, and the effect on existing nearby land uses upon such change in classification. As previously mentioned, the subject property is in an area that has a mix of land uses. However, given the fact that there is an existing electronic message center located approximately 200 feet to the south of the subject property staff sees no evidence that the proposed use would negatively affect nearby land uses.

5. Whether every use that would be permitted on the property as reclassified would be compatible with the uses permitted on other property in the immediate vicinity. The subject property is presently zoned as "C-4, Central Business District." As previously mentioned, commercial properties have a reasonable expectation of signage to market their business. The propose use, however, will advertise off-site uses, but such advertisements do not seem to conflict with the commercial nature of the subject property.

6. The suitability of the applicant's property for the uses to which it has been restricted. The proposed sign will be located parallel to the public right-of-way for Buckeye Avenue that is also state highway K-15. The Kansas Department of Transportation may have setback requirements for signage that would restrict the applicant's ability to locate the proposed sign on the subject property. With that said, the existing electronic message center located to the south of the property has been operational at the site for a few years so it is reasonable to suggest that the proposed sign would meet KDOT's setback requirements. There is also another electronic sign located approximately 600 feet south of the subject property and in close proximity to the public right-of-way. As a condition to the permit, the Planning Commission may want to include a review and approval by KDOT to ensure that the proposed sign complies with state setback requirements.

7. The length of time the subject property has remained vacant or undeveloped as zoned. The property was vacant prior to its recent development, although this point is not applicable to the proposed sign.

8. Whether adequate sewer and water facilities, and all other needed public services exist or can be provided to serve the uses that would be permitted on the property if it were reclassified. This point is not applicable to the proposed sign.

9. The general amount of vacant land that currently has the same zoning classification proposed for the subject property, and any special circumstances that make a substantial part of such vacant land available or not available for development. This point is not applicable to the proposed sign.

10. The recommendations of professional staff and advisors. Staff recommendations are discussed below.

11. Whether the proposed amendment would be in conformance to and further enhance the implementation of the Comprehensive Plan. Key Issue 3 in the Comprehensive Plan identifies the "lack of coordinated marketing efforts to promote economic and cultural activities." Goal B of Key Issue 3 establishes the goal of "marketing Abilene to Abilenians." Staff is of the opinion that the proposed electronic message center aligns with these two points in the Comprehensive Plan.

12. Whether the relative gain to the public health, safety, and general welfare outweighs the hardship imposed upon the applicant by not upgrading the value of the property by such reclassification. This point does not seem to be applicable to the proposed sign as the applicant does not own or seem to control a majority stake in the subject property. The hardship created if the sign is not approved may be the potential loss of rent revenue by property owner if the applicant plans to operate under the terms of a lease with the property owner for use of the property for off-site advertising using an electronic message center. The hardship to the applicant, although not the property owner, would be a loss of revenue generated by the sale of off-site advertisements that would be displayed on the electronic message center.

13. Such other factors as the Planning Commission may deem relevant from the facts and evidence presented in the application.

Staff recommends approval of a conditional use permit for an electronic message center to be located at the subject property based on the following considerations outlined in Article 26-110:

1. Whether approval of the conditional use would be consistent with the intent and purpose of these regulations. Please refer to Item 1 in the aforementioned section.

2. Whether the location of the proposed use is compatible to other land uses in the surrounding neighborhood. Please refer to Items 2, 4, and 5 in the aforementioned section.

3. Whether the proposed use places an undue burden on the existing public infrastructure in the area affected, and if so, whether additional infrastructure can be provided. Electric service in the area is provided by Westar Energy and is adequate to accommodate the proposed use.

4. Whether the proposed use is made necessary or desirable because of changed or changing conditions in the area affected. Please refer to Item 3 in the aforementioned section.

Recommended Conditions

Staff recommends approval of a conditional use permit for an electronic message center to be located at the subject property with the following conditions:

1. The proposed sign be less that the maximum gross square footage surface area, which is sixty-four square feet per side, for off-site advertising signage in the "C-4, Central Business District" as provided in Table 27-2.

2. The proposed electronic message center must comply with required local setbacks for signs within Commercial and Industrial Districts, as provided in Section 27-604(c), which states that required setbacks are "thirty feet from the center of the right-of-way, except that

no sign shall be located in the right-of-way, and except that advertising signs shall maintain the same setback that is required for principal structures."

3. The proposed electronic message center must comply with required state setbacks for signs located adjacent to state highway right-of-way. The City would require documentation from the Kansas Department of Transportation that this requirement is met to the satisfaction of KDOT prior to issuance of the permit.

4. The proposed electronic message center must comply with Section 27-401(h) with respect to metal and illuminated signs that have internal wiring or attached electrically-wired accessory fixtures. The sign must maintain a free clearance to grade of nine feet. No metal sign shall be located within eight feet vertically and four feet horizontally of electric wires or conductors in free air carrying more than forty-eight volts, whether or not such wires or conductors are insulated or otherwise protected, and all such signs shall conform with the City's adopted Electric Code (2002 National Electric Code).

5. Only one electronic message center will be allowed on the subject property.

6. The electronic message center shall only display static, non-animated messages and images. Videos or other dynamic images or messages are not permitted.

7. The message change shall occur no less than fifteen seconds.

8. A dimming device or means of glare reduction must be installed and implemented after sundown.

Planning Commission Action

Per Section 26-104(a) of the Zoning Regulations, the Planning Commission has the following options with respect to this item:

1. Recommend to the governing body approval of the proposed ordinance that would permit the conditional use of an electronic message center on the subject property subject to the conditions recommended by the Planning Commission.

2. Recommend to the governing body partial approval of the proposed ordinance that would permit the conditional use of an electronic message center on the subject property subject to the conditions recommended by the Planning Commission. The Planning Commission would need to specify the parts of the proposed ordinance that are recommended for approval and which are not recommended for approval.

3. Recommend to the governing body denial of the proposed ordinance that would permit the conditional use of an electronic message center on the subject property subject to the conditions recommended by the Planning Commission.

All options will require the Planning Commission to include with its recommendation reasons for such recommendation to the governing body. If a motion for approval fails to gain approval for any reason, the application is deemed to have been denied and will be submitted to the governing body.

CITY OF ABILENE, KANSAS

DEVELOPMENT APPROVAL APPLICATION FORM

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

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

PART I: TO BE COMPLETED BY APPLICANT

APPLICATION INFORMATION

APPLICATION FOR (CHECK APPROPRIATE BOX):

- ☐ ADMINISTRATIVE APPEAL
- ☐ ANNEXATION
- ☐ CERTIFICATE OF APPROPRIATENESS
- ☐ COMPREHENSIVE PLAN AMENDMENT
- ☒ CONDITIONAL USE PERMIT
- ☐ DEVELOPMENT CODE AMENDMENT
- ☐ FINAL PLAT
- ☐ HOME OCCUPATION PERMIT
- ☐ LANDMARK DESIGNATION
- ☐ LOT SPLIT
- ☐ LOT SPLIT
- ☐ NON-CONFORMING USE CERTIFICATE
- ☐ PRELIMINARY PLAT
- ☐ PLANNED DEVELOPMENT
- ☐ REPLAT
- ☐ REZONING / ZONING MAP AMENDMENT
- ☐ SITE PLAN
- ☐ VACATION (PLAT, STREET, EASEMENT)
- ☐ VARIANCE

FOR OFFICIAL USE ONLY

Appn Number: 16-2

Date Received: 3/10/16

Received By: DSD

BRIEF DESCRIPTION OF APPLICATION PURPOSE:

CUP for the placement of a permanent off-site digital sign

APPLICANT INFORMATION

APPLICANT/AGENT (If Not Property Owner):

Name: James D. Holland Tel: (785) 263-1770

Business Name: The Abilene Area Chamber of Commerce, Inc. Fax: (—)

Address: 201 NW 2nd Street

City: Abilene State: KS Zip Code: 67410

E-mail: chamber@abilenks.net

PROPERTY OWNER (If Different from Applicant/Agent):

Name: Phil Mulanax, President Tel: (785) 263-2351

Business Name: CL's Holdings, LLC Fax: ( )

Address: 409 NW 3rd

City: Abilene State: KS Zip Code: 67410

E-mail: brownmemoffice@sbcglobal.net

ENGINEER/ARCHITECT/SURVEYOR:

Name: — Tel: ( )

Business Name: Fax: ( )

Address:

City: State: Zip Code:

E-mail:

PROPERTY INFORMATION

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

518 N. Buckeye Avenue.

PROPERTY TAX IDENTIFICATION NUMBER: 0211516030130010 0

ZONING: Existing: C-4 Proposed: C-4

LAND USE: Existing: Office Proposed: Office w/ sign

GROSS SIZE OF PLAT/LOT:

Residential: ____ Commercial: 9,460 sq ft Industrial: ____ Other: ____ Total: 9,460 sq ft

NUMBER OF LOTS:

Residential: ____ Commercial: 4 Industrial: ____ Other: ____ Total: 4

IMPROVEMENT CHARACTERISTICS:

Number of Buildings or Structures: 1 Total Building Area: ____

Maximum Height of Buildings or Structures: ____ Total Impervious Area: ____

EXISTING PUBLIC FACILITIES:	Public	Private	Other (Describe)
Water Service:	☒	☐	☐
Wastewater Service:	☒	☐	☐
Roadway Access:	☒	☐	☐

FLOODPLAIN INFORMATION:

Floodway: ☐Yes ☒No FIRM Map-Panel Number: —

Floodway Fringe: ☐Yes ☒No Zone: —

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

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

APPLICANT/PROPERTY OWNER CERTIFICATION*

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

James D Holland — 3-9-16 — Previously applied on 1-22-16

Applicant Signature — Date

CL Holdings, LLC

Phil Mulaney, President — 3-10-16

Property Owner Signature — Date

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

PART II - TO BE COMPLETED BY STAFF

DOCUMENTS TO BE SUBMITTED WITH APPLICATION**

☑ Copy of Deed	☐ Easements and Covenants	☐ Location Map
☒ Site Plan	☐ Preliminary Plat	☐ Final Plat
☐ Infrastructure Plans	☐ Development Agreement	☐ Grading and Stormwater Plans
☐ Elevation Survey	☐ Traffic Impact Study	☐ Construction Plans
☐ Performance Agreement	☐ Proof of Notification	☐ Utility Plans
☐ Text Amendment Language	☐ Property Owner List	☐ Comprehensive Plan Amendment Justification
☐ Annexation Boundary Map	☐ Operating Characteristics Report	☐ Administrative Appeal Justification
☐ Variance Justification	Other _____	_____

Additional document requirements provided to applicant on 3/17/16. The applicant is advised that the application is not accepted for public review until such time as the above identified documents are submitted and a Determination of Complete Application is certified.

David B. Dillner — Name
City Manager — Title

Signature
3/17/16 — Date

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

APPLICATION REVIEW

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

DATE OF INITIAL HEARING(S): PC mtg 4/12/16 CC mtg.

FEE AMOUNT: $ 100.00 **DATE FEE PAID:** 1/29/2016

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

David B. Dillner — Name
City Manager — Title

Signature
3/17/16 — Date

CITY OF ABILENE
PLANNING COMMISSION
MEETING MINUTES

April 12, 2016
Meeting at 4:30 p.m.
Abilene Public Library
209 NW 4th Street

Members Present: Gene Bielefeld, Rod Boyd, Travis Sawyer (Chair) and Michelle Stephens (via conference call)

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

Staff Present: David Dillner, City Manager, Jennie Hiatt, Community Development Administrative Assistant and Aaron Martin, City Attorney

Others Present: (see attached list)

Call to Order & Roll Call.

Chair Sawyer called the meeting to order.

Hiatt took roll call with four of the seven Commissioners present, with one of the four via conference call.

Approval of Agenda.

Bielefeld made a motion to approve the agenda as written. The motion was seconded by Boyd. The motion passed unanimously. (4-0)

Approval of Meeting Minutes – March 8, 2016.

Boyd made a motion to approve the minutes as corrected, by removing Daniel Shea from being present at the meeting. The motion was seconded by Bielefeld. The motion passed unanimously. (4-0)

Business.

1. **Public Hearing, PC 16-2**, a request by Abilene Area Chamber of Commerce for a Conditional Use Permit (CUP) to allow an Electronic Message Center in the C-4 (Central Business District) Zoning District located at 518 N. Buckeye Avenue, Abilene, Kansas.

Sawyer verified that the applicant was present.

Dillner presented the staff report.

Sawyer asked if the applicant had any comments.

Holland commented that per request of the property owner that they will be pulling the electronic message center back as far as far south as possible and also to meet KDOT approval.

Bielefeld mentioned previous issues such as a proper application, the permit approval process and KDOT approval.

Dillner stated that previous issues have been taken care of.

Holland stated that there will be a maintenance agreement with the property owner and the base will have a planter, so they will be able to spruce it up.

Sawyer opened up the public hearing and then closed the public hearing when there were no public comments presented.

Martin stated that the motion needs to be in the form of an ordinance and that the meeting date needs to be changed from March 8th to April 12th.

Bielefeld made a motion to recommend approval of the ordinance with staff findings, recommendations and the change of the meeting date. The motion was seconded by Boyd. The motion passed unanimously. (4-0)

2. **Public Hearing, PC 16-5**, a request by Kaw Valley Engineering, Inc. for a Final Plat for a Replat of the property addressed as 207 Eagle Drive, Abilene, Kansas.

Sawyer verified that the applicant was present.

Dillner presented the staff report.

Sawyer asked if the applicant had any comments and they had none.

Sawyer opened up the public hearing and then closed the public hearing when there were no public comments presented.

There was brief discussion.

Boyd made a motion to recommend approval with staff findings and recommendations. The motion was seconded by Bielefeld. The motion passed unanimously. (4-0)

Comments.

The next regular scheduled meeting is on May 10, 2016.

Adjournment.

Bielefeld made a motion to adjourn the meeting. The motion was seconded by Boyd. The motion passed unanimously (4-0) and the meeting was adjourned.

Minutes Submitted,

_____
David Dillner
City Manager

Minutes Approved,

_____
Travis Sawyer, Chair or
Kyle Campbell, Vice-Chair

Planning Commission Meeting

Sign-In Sheet

April 12, 2016

Name ~ PLEASE PRINT	Address
Sam Malinowsky	2319 N. Jackson, Junction City, KS
Kent Wyatt	1606 Hickok, Abilene, KS 67410
James Hollard	1204 N. Buckeye, Abilene, KS 67410
Mike Hieronemus	Reflector-Chronicle

TO: City Commission
FROM: David Dillner, City Manager
SUBJECT: Transient Guest Tax Proposal
DATE: April 29, 2016

In August 2008, the City Commission approved Charter Ordinance No. 18 authorizing a transient guest tax not to exceed 9.0%. The transient guest tax is collected on the gross rental receipts derived from or paid by transient guests for lodging or sleeping accommodations. Charges for incidental services or facilities are not included in the calculation for the transient guest tax. The City Commission, with the adoption of Resolution No. 032612-1, established the transient guest tax rate at 6.5%.

At its April 26, 2016 meeting, the Convention and Visitors Bureau Board recommended the governing body increase the transient guest tax rate from 6.5% to 8.0%.

Special Considerations: According to Charter Ordinance No. 18, the transient guest tax funds may be used as follows: 1) to contract with any agency, organization or group of firms to promote convention and tourism within the City and its environs; 2) to provide for the operation, maintenance, expansion or development of City facilities connected with convention and tourism; 3) to defray the cost of providing municipal services to convention and tourism functions, including police, fire, street department or park and recreation department functions; 4) to create innovative projects and activities promoting convention and tourism; and 5) to promote the general economic welfare of the City and its environs, including the attraction of tourist-related industries.

Other Considerations: An increase in the transient guest tax could potentially affect the hotel sector of the local economy as travelers seek out the lowest price option for overnight lodging. Staff does not believe a correlation exists between the transient guest tax and the occupancy rates of local hotels and bed and breakfasts although a thorough analysis has on this specific matter not been completed. The second chart on the following page compares Abilene's transient guest tax to other Interstate 70 communities. For reference, staff has included Abilene's current rate, the City Commission's proposed rate, and the rate recommended by the CVB.

City Manager Recommendation: The City Manager concurs with the Convention and Visitors Bureau and recommends approval of a one and one half-cent increase to the transient guest tax.

Budgetary Considerations: The proposed increase is estimated to generate approximately $30,000 in new revenue assuming current occupancy rates of the local hotels. This new revenue would be used by the Convention and Visitors Bureau for various marketing purposes.

City Commission Options: The City Commission may exercise one of the following options with regards to this item:

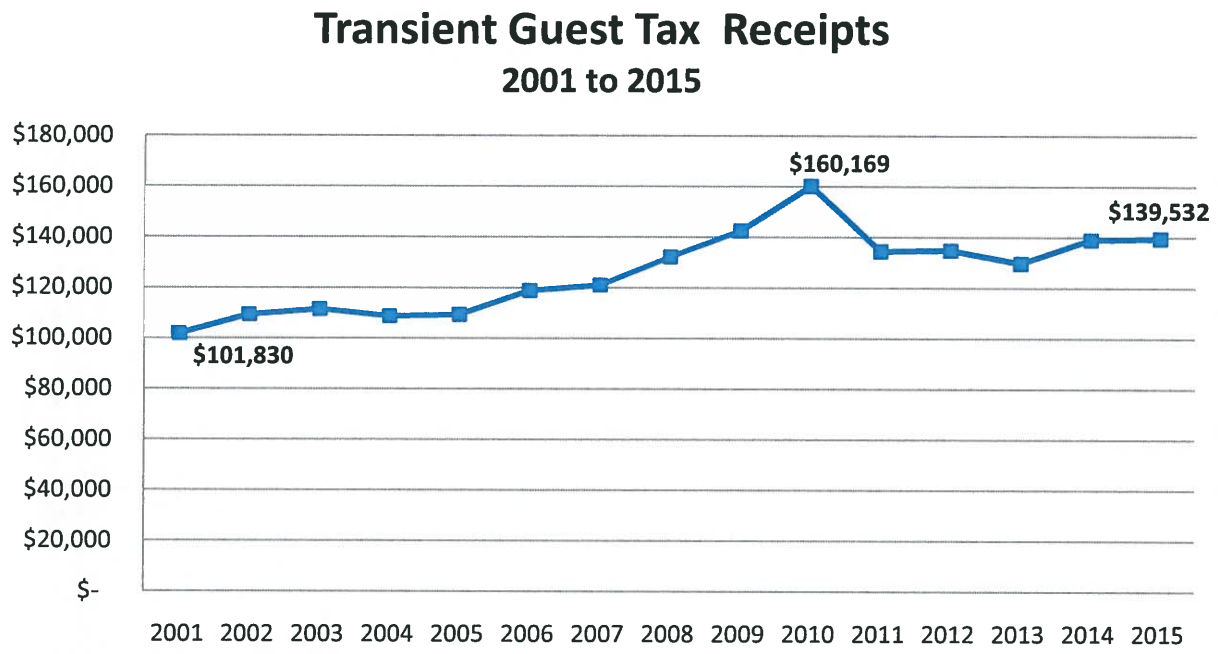
1. Approve Resolution No. 050916-1 amending the levy of the transient guest tax within the corporate limits pursuant to Charter Ordinance No. 18 of the City of Abilene, Kansas. The resolution prepared by staff would increase the transient guest tax one percent to 8.0%.

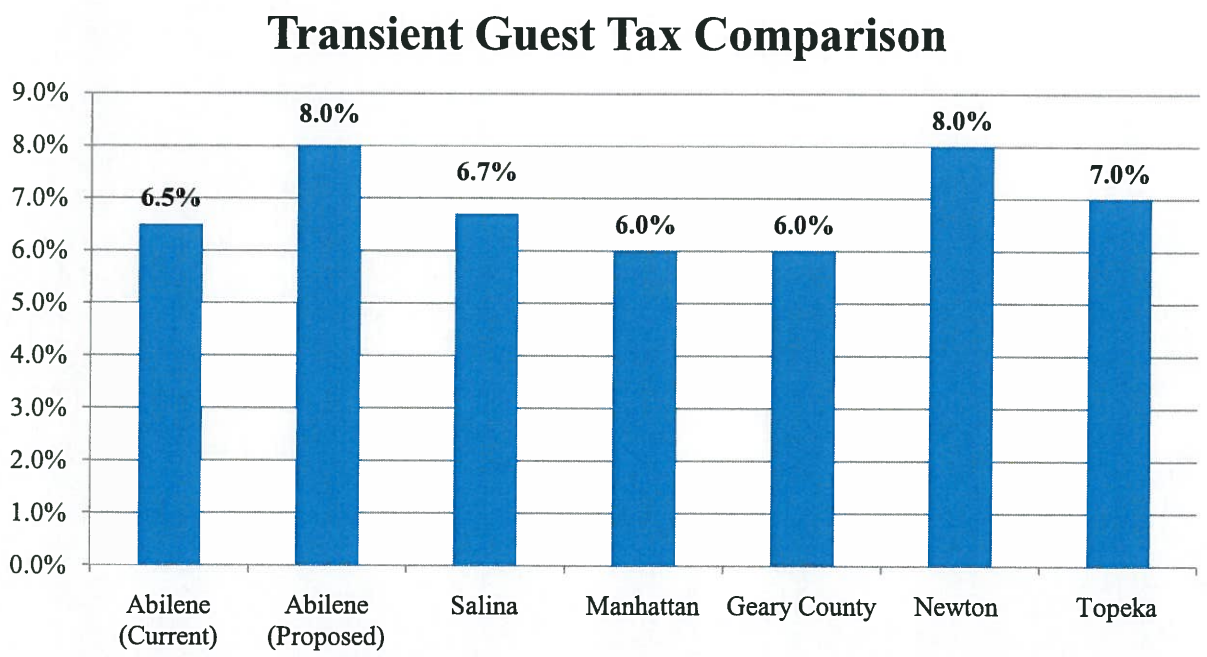
2. Approve Resolution No. 050916-1 amending the levy of the transient guest tax within the corporate limits pursuant to Charter Ordinance No. 18 at a rate other than the proposed 8.0% rate. The City Commission would have to specify the rate to set the transient guest tax as part of the motion.

3. Deny approval of Resolution No. 050916-1 and maintain the transient guest tax at the existing rate of 6.5%.

4. Table this item so additional information may be obtained for review by the City Commission.

5. Take other actions as the City Commission may deem appropriate. This option would require the City Commission to specify in the motion the action the City Commission wishes to the City Manager to take at this time.


Transient Guest Tax Receipts
2001 to 2015
$180,000
$160,000
$140,000
$120,000
$100,000
$80,000
$60,000
$40,000
$20,000
$-
$101,830
$160,169
$139,532
2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015


Transient Guest Tax Comparison
9.0%
8.0%
7.0%
6.0%
5.0%
4.0%
3.0%
2.0%
1.0%
0.0%
6.5%
8.0%
6.7%
6.0%
6.0%
8.0%
7.0%
Abilene (Current)
Abilene (Proposed)
Salina
Manhattan
Geary County
Newton
Topeka

Transient Guest Tax Rates, Effective Dates, and Number of Active Accounts

(This report is updated quarterly. This update reflects rate information as of January 2016)

COUNTIES				
Co. No	Active Accounts	Location	Rate	Effective Date
15	0	ATCHISON CO.	4.00%	7/1/2004
81	6	CHASE CO.	6.00%	10/1/2014
10	8	CHEROKEE CO.	2.00%	6/1/1983
41	2	CLAY CO.	2.00%	1/1/1998
36	8	CLOUD CO.	5.00%	7/1/2007
44	3	COFFEY CO.	3.00%	4/1/1998
04	7	CRAWFORD CO.	6.00%	4/1/2013
18	2	DICKINSON CO.	5.00%	4/1/2011
79	3	EDWARDS CO.	2.00%	10/1/2003
71	19	FINNEY CO.	6.00%	7/1/2010
21	9	FRANKLIN CO.	6.00%	1/1/2004
47	26	GEARY CO.	6.00%	1/1/2015
103	6	GRANT CO.	4.00%	4/1/2003
42	4	JACKSON CO.	5.00%	7/1/2015
11	1	LABETTE CO.	2.00%	7/1/1987
13	0	LYON CO.	5.00%	4/1/2004
23	8	MARION CO.	6.00%	7/1/2008
20	1	MARSHALL CO.	2.00%	9/1/1987
55	3	MITCHELL CO.	2.00%	10/1/1991
05	14	MONTGOMERY CO.	5.00%	10/1/2007
54	6	MORRIS CO.	4.00%	1/1/1992
56	8	OSBORNE CO.	1.00%	1/1/1997
58	3	PHILLIPS CO.	2.00%	9/1/1987
53	1	PRATT CO.	6.00%	4/1/2015
48	6	RICE CO.	2.00%	4/1/1992
60	6	RUSSELL CO.	4.00%	12/1/1990
02	1	SEDGWICK CO.	5.00%	7/1/1985
03	2	SHAWNEE CO.	7.00%	1/1/2013
80	9	SHERMAN CO.	3.00%	1/1/1991
50	6	SMITH CO.	2.00%	7/1/2005
83	0	TREGO CO.	2.00%	1/1/2000
37	7	WASHINGTON CO.	4.00%	4/1/2009
27	2	WILSON CO.	2.00%	2/1/1986
72	2	WOODSON CO.	6.00%	7/1/2007
County Totals				
	189	**Active accounts in counties**		
	34	**Counties with a transient guest tax rate**		
CITIES				
Co. No	Active Accounts	Location	Rate	Effective Date
18	6	ABILENE	6.50%	7/1/2012
09	2	ANDOVER	6.00%	4/1/2014
51	4	ANTHONY	5.00%	4/1/2002
08	5	ARKANSAS CITY	6.00%	10/1/2005
15	5	ATCHISON	8.00%	1/1/2010
77	2	ATWOOD	3.00%	1/1/1997
09	2	AUGUSTA	5.00%	1/1/2009
16	2	BALDWIN CITY	5.70%	7/1/2008
02	0	BEL AIRE	6.00%	10/1/2012
40	3	BELLEVILLE	5.00%	10/1/2009
01	3	BONNER SPRINGS	4.00%	10/1/2004
12	0	CALDWELL	4.00%	4/1/2009
22	5	CHANUTE	5.00%	1/1/2005
89	2	CIMARRON	6.00%	1/1/2013
78	12	COLBY	3.00%	4/1/2000

Transient Guest Tax Rates, Effective Dates, and Number of Active Accounts

(This report is updated quarterly. This update reflects rate information as of January 2016)

Co. No	Active Accounts	Location	Rate	Effective Date
02	2	DERBY	8.00%	1/1/2015
19	2	DESOTO	6.00%	1/1/2007
35	20	DODGE CITY	8.00%	7/1/2013
09	10	EL DORADO	5.00%	4/1/1993
38	1	ELLIS	5.00%	7/1/2007
64	2	ELLSWORTH	3.00%	1/1/1992
13	16	EMPORIA	6.00%	4/1/2007
32	3	EUREKA	3.00%	1/1/2003
17	8	FORT SCOTT	6.00%	1/1/2014
27	2	FREDONIA	5.00%	10/1/2008
19	1	GARDNER	8.00%	1/1/2016
52	2	GARNETT	6.00%	7/1/2015
02	1	GODDARD	6.00%	4/1/2014
33	8	GREAT BEND	6.00%	1/1/2012
85	2	GREENSBURG	7.00%	4/1/2012
28	1	HALSTEAD	3.00%	10/1/2004
51	3	HARPER	5.00%	7/1/2013
38	12	HAYS	5.00%	4/1/2007
02	2	HAYSVILLE	6.00%	1/1/2011
18	1	HERINGTON	5.00%	7/1/2004
28	2	HESSTON	5.00%	1/1/2011
25	3	HIAWATHA	6.00%	10/1/2012
23	1	HILLSBORO	5.00%	10/1/2011
33	2	HOISINGTON	5.00%	4/1/2011
87	2	HOXIE	4.00%	1/1/2005
92	4	HUGOTON	2.00%	10/1/2002
06	15	HUTCHINSON	7.00%	10/1/2000
24	3	IOLA	6.00%	1/1/2014
93	1	JETMORE	2.00%	1/1/2009
01	19	KANSAS CITY	8.00%	1/1/2009
57	2	KINGMAN	6.00%	10/1/2000
98	2	LAKIN	6.00%	10/1/2014
07	3	LANSING	7.00%	10/1/2010
69	3	LARNED	4.00%	4/1/2014
16	21	LAWRENCE	6.00%	1/1/2010
19	1	LEAWOOD	8.00%	1/1/2012
19	10	LENEXA	8.00%	1/1/2011
84	16	LIBERAL	6.00%	7/1/2009
26	4	LINDSBORG	6.00%	10/1/2011
02	1	MAIZE	6.00%	5/1/2011
30	16	MANHATTAN	6.00%	10/1/2009
39	8	MANHATTAN	6.00%	10/1/2009
20	4	MARYSVILLE	5.00%	1/1/2011
26	5	MCPHERSON	5.00%	1/1/2004
67	1	MEDICINE LODGE	6.00%	1/1/2011
19	5	MERRIAM	7.00%	1/1/2008
19	1	MISSION	9.00%	4/1/2008
12	1	MULVANE	5.00%	1/1/2013
75	3	NESS CITY	5.00%	7/1/2009
28	7	NEWTON	8.00%	1/1/2016
61	4	NORTON	3.00%	1/1/1994
88	1	OAKLEY	4.00%	1/1/2006
95	5	OAKLEY	4.00%	1/1/2006
74	3	OBERLIN	3.00%	4/1/2005
19	18	OLATHE	6.00%	7/1/2001
31	2	OSAWATOMIE	6.00%	4/1/2007
19	31	OVERLAND PARK	9.00%	7/1/2007

Kansas Dept of Revenue/Policy and Research

Transient Guest Tax Rates, Effective Dates, and Number of Active Accounts

(This report is updated quarterly. This update reflects rate information as of January 2016)

Co. No	Active Accounts	Location	Rate	Effective Date
31	1	PAOLA	5.00%	7/1/2006
02	7	PARK CITY	6.00%	4/1/1998
11	4	PARSONS	6.00%	4/1/2007
70	1	PLAINVILLE	5.00%	1/1/2008
53	10	PRATT	8.00%	10/1/2012
88	1	QUINTER	4.00%	1/1/2011
06	3	S. HUTCHINSON	7.00%	7/1/2015
34	2	SABETHA	2.00%	7/1/2002
25	2	SABETHA	2.00%	7/1/2002
14	35	SALINA	6.70%	10/1/2009
96	6	SCOTT CITY	5.00%	4/1/2006
63	3	SEDAN	4.00%	10/1/2006
34	3	SENECA	2.00%	7/1/2002
99	4	SHARON SPRINGS	4.00%	4/1/2000
19	4	SHAWNEE	6.00%	10/1/2008
82	5	ST. FRANCIS	3.00%	10/1/2004
59	1	STAFFORD	4.00%	4/1/2012
70	3	STOCKTON	5.00%	10/1/2009
81	1	STRONG CITY	2.00%	10/1/1995
100	2	SYRACUSE	6.00%	10/1/2011
07	0	TONGANOXIE	4.00%	7/1/2001
03	32	TOPEKA	7.00%	1/1/2013
83	6	WAKEENEY	5.00%	1/1/2013
39	3	WAMEGO	5.00%	10/1/2004
12	5	WELLINGTON	6.00%	7/1/2004
02	105	WICHITA	6.00%	7/1/1990
08	4	WINFIELD	6.00%	10/1/2014
01	6	WY RACE TRACK	8.00%	1/1/2009
City Totals				
	641	**Active accounts in cities**		
	100	**Cities with a transient guest tax rate**		
City and County Totals				
	830	**Active accounts in cities and counties**		
	134	**Cities and counties with a transient guest tax rate**		

Kansas Dept of Revenue/Policy and Research

RESOLUTION NO. 050916-1

A RESOLUTION AMENDING THE LEVY OF THE TRANSIENT GUEST TAX WITHIN THE CITY LIMITS PURSUANT TO CHARTER ORDINANCE NO. 18 OF THE CITY OF ABILENE, KANSAS

WHEREAS, Charter Ordinance No. 18 authorizes a transient guest tax to be levied at a rate not to exceed nine percent upon the gross rental receipts derived from or paid by transient guests for lodging or sleeping accommodations, exclusive of charges for incidental services or facilities, in any hotel or motel;

WHEREAS, the transient guest tax rate for the City is currently 6.5% as provided by the adoption of Resolution No. 032612-1;

WHEREAS, said Charter Ordinance authorizes the governing body to amend the transient guest tax rate and effective date by resolution; and

WHEREAS, the Convention and Visitors Bureau, at its April 26, 2016 meeting, recommended the City Commission increase the Transient Guest Tax one and one-half percent (1.5%) to establish the rate at Eight Percent (8.0%) of the gross rental receipts derived from or paid by transient guests for lodging or sleeping accommodations, exclusive of charges for incidental services or facilities, in any hotel, motel, or bed and breakfast located within the corporate limits of the City as provided by state law.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COMMISSION OF THE CITY OF ABILENE, KANSAS:

SECTION ONE. Rate. The Transient Guest Tax Rate for the City of Abilene, Kansas, shall be amended to the rate of Eight Percent (8.0%) upon the gross rental receipts derived from or paid by transient guests for lodging or sleeping accommodations, exclusive of charges for incidental services or facilities, in any hotel, motel or bed and breakfast located within the corporate limits of the City as provided by state law.

SECTION TWO. Repeal. Any and all Resolutions in conflict with this Resolution are hereby repealed in their entirety.

SECTION THREE. Effective Date. This Resolution shall be in full force and effect after its adoption and as of June 1, 2016.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 9th day of May, 2016.

CITY OF ABILENE, KANSAS

By: _____
S. Dee Marshall, Mayor

ATTEST:

_____
Penny Soukup, CMC
City Clerk

zayo™ GROUP

PROJECT

KS08 ABI ABILENE SC

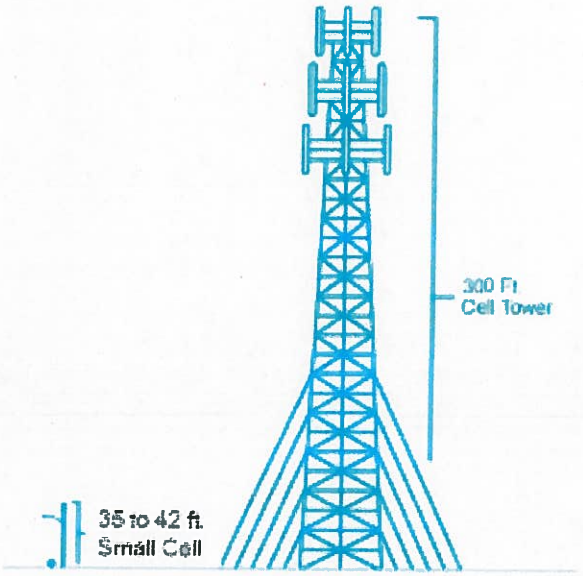
Zayo Group proposes to place three Small Cell installations composing of an antenna mounted on a pole and cabinet with radios in Abilene, Kansas.

Small Cells are used to provide faster data coverage and capacity for mobile phone and device users. For Abilene residents and travelers this will provide improved video content and use of their devices to interact on all levels. This small cell will not only boost data capacity, but improve coverage in these serving areas of Abilene, Kansas.

Zayo Group has installed over 300 small cell sites in the state of Kansas. All small cells have been installed on Utility service poles, wood or composite. Cabinets have been comprised of ground mount cabinet or pole mounted. Some have been mounted on utility poles with street lights.

Small Cell vs Macro Cell

- Standard large macro is 100 ft or more depending on coverage requirements and typography
- Small cell match the local utility structures



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What is Small Cell Technology?

Small Cell Antenna

- About 1' wide and 2' tall

Existing or new utility or light pole

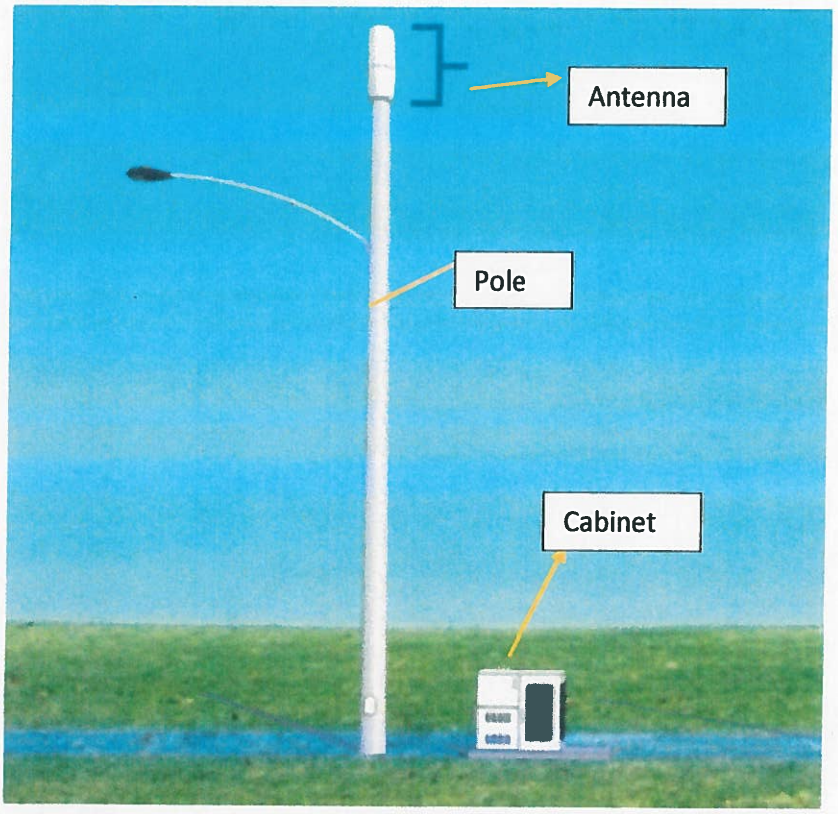
- Pole made from wood, composite or steel
  - Wood Poles are standard class 3, 45'

Cabinet

- Pad or pole mounted options

Range

- About 3 - 5 city blocks



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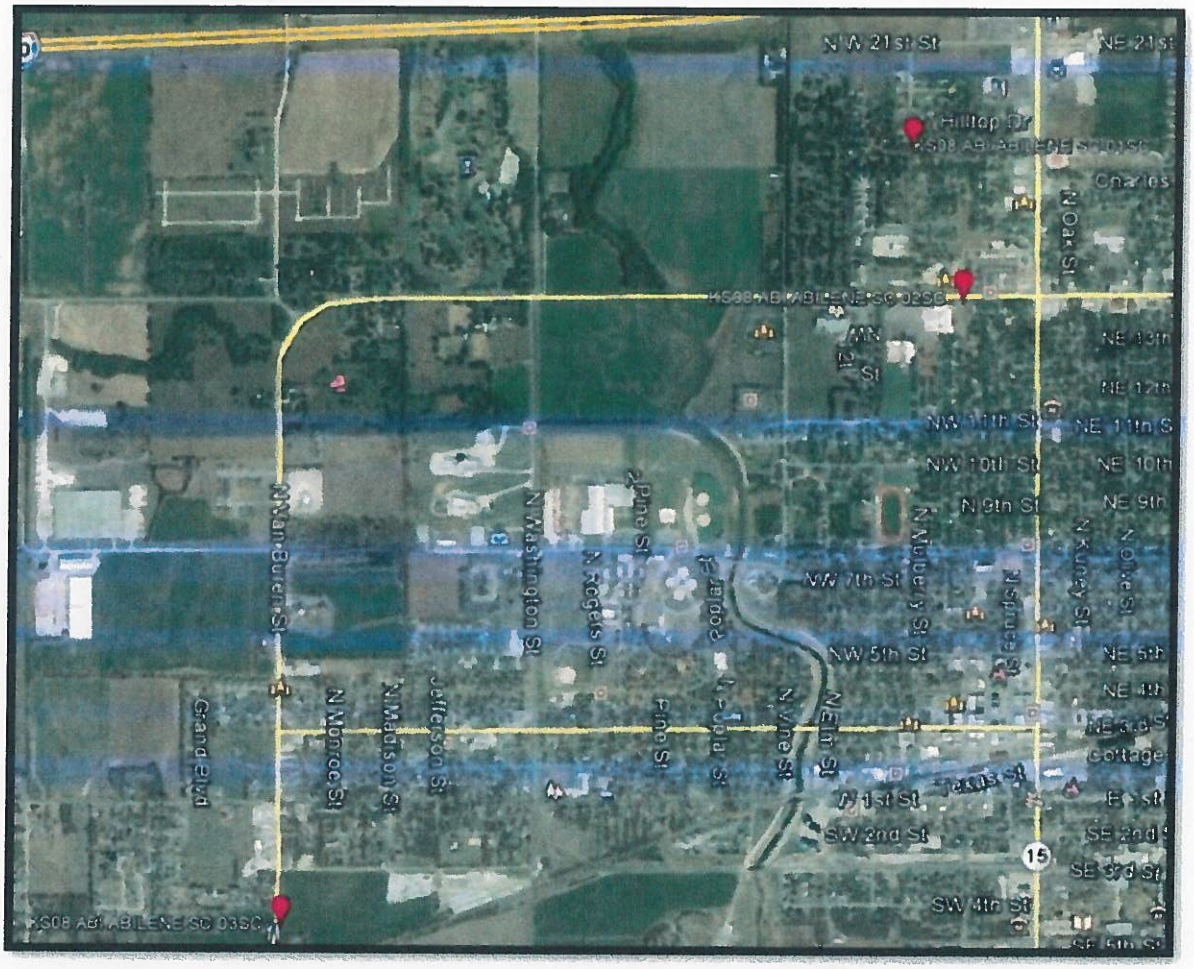
Proposed Locations for

KS08 ABI ABILENE SC



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Examples

of

zayo

Sites

CT

For Any Questions Please Contact

Trace McCullough – Project Manager

Email: trace.mccullough@zayo.com

Cell: 620-200-3331

ORDINANCE NO. 3298

A CONTRACT FRANCHISE ORDINANCE AUTHORIZING ZAYO GROUP, LLC TO CONSTRUCT, MAINTAIN AND OPERATE FACILITIES AS A TELECOMMUNICATIONS SERVICES PROVIDER AND A COMPETITIVE INFRASTRUCTURE PROVIDER IN THE PUBLIC RIGHT-OF-WAY WITHIN THE CITY OF ABILENE, KANSAS.

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

WHEREAS, Zayo seeks to enter the City of Abilene's (the "City") ROW to install, maintain and operate a fiber network, so that Zayo and/or its customers (the "Customers") may provide "telecommunications services" to the enterprises, residents and visitors of the City and others in the capacity of a "provider," as such terms are defined under K.S.A. 17-1902, which services shall include "local exchange service," as defined in K.S.A. 12-2001 (collectively, the "Zayo Services").

WHEREAS, Zayo also seeks to enter the City's ROW to install additional facilities and components of the fiber network, including distributed antenna system facilities, for purposes of leasing, licensing, selling, or otherwise conveying the facilities, or the capacity or bandwidth of such facilities, to one or more third-party customers ("Customers"), who are presently under contract with Zayo and will use the facilities to provide wireless telecommunications services directly to end users within the corporate limits of the City of Abilene, Kansas ("Infrastructure Services").

WHEREAS, some features of the network, including the distributed antenna system facilities (collectively, the "Network") include, without limitation, antenna nodes, poles, equipment cabinets, underground and above ground fiber optic cable, fiber handholes and enclosures, fiber repeaters and related equipment, and will include other equipment as technology evolves, in a configuration and at locations to be filed and identified through the City permit process ("Facility" or "Facilities").

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

WHEREAS, Zayo desires to obtain from City as permitted by law, and City is willing to grant Zayo as required by law, a franchise to establish the terms and conditions under which Zayo may access the City's ROW to locate, place, attach, install, operate, use, control, repair, replace, upgrade, enhance and maintain the Facilities, including the DAS Facilities, for the

purposes of providing the Zayo Services and the Infrastructure Services, **SO NOW THEREFORE,**

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

SECTION 1
GRANT OF FRANCHISE

1.1 **Grant of Non-Exclusive Franchise.** Zayo is hereby granted a non-exclusive contract franchise to locate, construct, place, attach, install, operate, use, control, repair, replace, upgrade, enhance and maintain the Facilities in the ROW, at Zayo's sole cost and expense and subject to the terms and conditions of this ordinance (the "Agreement"), for the purposes of: (a) providing the Zayo Services within the City of Abilene, Kansas, in the capacity of a "provider" under K.S.A. 17-1902(a)(2); and (b) providing the Infrastructure Services to Zayo's Customers, in the capacity of a "competitive infrastructure provider" under K.S.A. 17-1902(a)(4). For purposes of this Agreement, the term "ROW" means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other nonwire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.

1.2 **Compliance with Laws.** This Agreement is subject to the terms and conditions of all applicable federal, state and local Laws and the parties shall comply with any such Laws in the exercise of their rights and performance of their obligations under this Agreement. "Laws" or "Law" as used in this Agreement means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, permits, approvals or other applicable requirements of the City or other governmental entity or agency having joint or several jurisdiction over any aspect of this Agreement or the parties' activities under this Agreement, whether now existing or hereafter adopted, including but not limited to the City's right-of-way management ordinance ("ROW Ordinance") and the City's zoning and land use laws ("Zoning Regulations"), as applicable, to the extent they are not inconsistent with state and federal law regulating use of the ROW, and any related laws, rules, or regulations and amendments thereto relating to the use and occupancy of the ROW.

1.3 **Permits and Approvals.** As a condition of this Agreement, Zayo is required to obtain and is responsible for any necessary permit, license, certification, grant, registration, and any other authorization or approval required by the City (collectively, the "Permits and Approvals") relating to the installation, maintenance, and repair of the Facilities or Network and for the use and occupancy of the ROW, including but not limited to all Permits and Approvals required under the City's ROW Ordinance and Zoning Regulations, as applicable. The City shall process each valid and administratively complete application for requested Permits and Approvals in accordance with the time requirements of applicable state and federal Laws, and shall not unreasonably or unlawfully withhold or delay any Permits and Approvals. Any

conditions or requirements attached to Permits and Approvals shall be in accordance with federal, state, and local Laws.

SECTION 2
INSTALLATION OF THE NETWORK

2.1 **Installation Specifications.** The installation of the Facilities shall be made in accordance with plans and specifications as may be approved by the City and after obtaining all necessary Permits and Approvals. Without limiting the foregoing, for each installation of Facilities, Zayo shall provide to the City plans, specifications, a construction work breakdown, and anticipated construction timeframes for the installation of Facilities no later than ninety (90) days prior to the planned start of the installation. Zayo shall, at the written request of the City, attend a planning session regarding an installation proposed by Zayo. The location, depth of the fiber underground, and any other requirements shall be approved in writing by the City prior to construction of the Facilities at that specific location, approval of which shall not be unreasonably withheld, conditioned or delayed. Approval of plans and specifications and the issuance of any Permits and Approvals by the City shall not release Zayo from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans, specifications and/or Permits and Approvals. Zayo shall be responsible for notifying the City and all other relevant parties immediately upon discovery of such omissions and/or errors and with obtaining any amendments for corrected City-approved permits, as may be necessary. Zayo shall be responsible for all costs associated with the permitting process, including, but not limited to, repairs and replacement of City ROW. Zayo shall undertake and perform any work authorized by this Agreement in a skillful and workmanlike manner.

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

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

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

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

2.6 **Existing Utility Poles**. Zayo may attach its Facilities to an existing utility pole pursuant to a properly executed agreement with the pole owner, provided, however, that any

necessary replacement of the pole in order to accommodate the attachment shall be subject to the proper exercise of the City's police powers, in addition to any required Permits and Approvals.

2.7 **Compliance with Permits**. All work within the City's ROW shall be performed in strict compliance with all applicable Permits and Approvals and all applicable regulatory requirements.

2.8 **Placement of Zayo Facilities**. Zayo shall coordinate the placement of its Facilities in the ROW in a manner that minimizes adverse impact on public improvements, as reasonably determined by the Public Works Director, or his or her designee.

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

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

2.11 **City-Owned Lights**. Except for the installation of the lights and ancillary equipment on or in the New Poles and/or as set forth in Section 2.12 below, Zayo shall not be responsible for maintenance, repair, or replacement of City-owned lights, light bulbs and equipment or equipment owned by third parties authorized by the City on the New Poles.

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

applicable insurance, the City shall assign Zayo any rights the City may have against such third party for such claims.

SECTION 3
COMPENSATION AND FEES

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

3.1.1 **5% Franchise Fee for all Gross Revenues.** In consideration of this Franchise Agreement, Zayo agrees to remit to the City a franchise fee of five percent (5%) of Gross Revenues ("Franchise Fee"). "Gross revenues" means and includes:

(1) All revenues derived from the Infrastructure Services, including but not limited to RF telecommunications service revenue and any other operating revenue derived from leasing, licensing, or otherwise selling or conveying the right to use Zayo dark fiber or other Facilities, and indefeasible rights of use ("IRU") fees; and

(2) With respect to the Zayo Services, only those revenues derived from services provided within the corporate boundaries of the City which include: (A) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (B) recurring local exchange access line services for pay phone lines provided by a telecommunications local exchange service provider to all pay phone service providers; (C) local directory assistance revenue; (D) line status verification/busy interrupt revenue; (E) local operator assistance revenue; and (F) nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross revenues. Gross revenues shall be reduced by bad debt expenses that are attributable to Sections (A) through (F) as referenced within this Section 3.1.1(2). Uncollectible and late charges shall not be included within gross revenues.

3.1.2 **Timing of Franchise Fee Payment**. Zayo shall pay its Franchise Fee on the 15th day of the second month following the month in which the Gross Revenue is received.

3.1.3 **Fees**. Zayo shall pay to City all required fees and/or deposits to recover the City's costs associated with the review and approval of all Permits and Approvals and managing the ROW, and such other fees allowed by Law associated therewith, provided that such fees and/or deposits reimburse the City for its reasonable, actual and verifiable costs of managing the ROW, including but not limited to reviewing and approving the application(s) for Permits and Approvals. These fees must be competitively neutral and may not be unreasonable or discriminatory.

3.2 **Accounting Matters**. Zayo shall keep accurate books of account at its principal office in Wichita, Kansas, or such other location of its choosing for the purpose of determining the amounts due to the City under Section 3 above. No more than once per year, the City may inspect Zayo's books of account relative to the application of the franchise fees required under this Section 3 any time during regular business hours on thirty (30) days' prior written notice and may audit the books from time to time at the City's sole expense, but in each case only to the extent necessary to confirm the accuracy of payments due under Section 3 above. The City agrees to hold in confidence any non-public information it learns from Zayo to the fullest extent permitted by Law.

SECTION 4
ACCESS TO FACILITIES

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

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

SECTION 5
TERM AND TERMINATION

5.1 **Term**. This Franchise Agreement shall be effective for an initial term of ten (10) years from the effective date of this Agreement. Thereafter, this Agreement will automatically renew for additional one (1) year terms, unless either party notifies the other party of its intent to terminate the franchise at least ninety (90) days prior to the termination of the then current term. The additional (term(s) shall be deemed a continuation of this franchise ordinance and not as a new franchise ordinance or amendment. Under no circumstances shall this Agreement exceed twenty (20) years from the effective date hereof.

5.2 **Termination of Use**. Notwithstanding Section 5.1 above, Zayo may terminate its use of any or all of the Network by providing the City with ninety (90) days prior written notice. In the event of any such termination, Zayo payment obligations to the City shall terminate simultaneously with the termination of use; provided Zayo removes its equipment and restores the Facilities, as set forth in Section 6 and in accordance with applicable Laws, prior to the termination date.

SECTION 6
REMOVAL AND RELOCATION

6.1 **Removal due to Public Project**. Upon receipt of a written demand from the City pursuant to this Section 6, Zayo, at its sole cost and expense, shall remove and relocate any part of the Network, constructed, installed, used and/or maintained by Zayo under this Agreement, whenever the City reasonably determines that the removal and/or relocation of any part of the Network is needed for any of the following purposes: (a) due to any work proposed to be done by or on behalf of the City or any other governmental agency, including, but not limited to, any change of grade, alignment or width of any street, sidewalk or other public facility, installation of curbs, gutters or landscaping and installation, construction, maintenance or operation of any underground or aboveground facilities used as sewers, water mains, drains, storm drains, pipes, gas mains, poles, power lines, telephone lines, cable television lines and tracks; (b) because any part of the Network is interfering with or adversely affecting the proper operation of City-owned light poles, traffic signals, or other City facilities or operations; (c) the City is mandated by law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of the Facilities from the ROW; or (d) to protect or preserve the public health and safety. The City shall cooperate with Zayo in relocating any portion of the Network removed pursuant to this Section 6.1 in a manner that allows Zayo to continue providing service to its customers, including, but not limited to, expediting approval of any necessary Permits and Approvals required for the relocation of that portion of the Network relocated under this Section 6.1. No permitting or other fees may be charged by the City for a removal occurring under this Section.

6.2 **Removal Due to Termination**. No later than ninety (90) days after termination of this Agreement pursuant to the provisions of this Agreement, Zayo shall, at its sole cost and expense, remove the Network or the terminated portion thereof and, if such removal disturbs the locations or adjacent property (including City ROW or City real property), Zayo will restore the affected area or property to its original conditions, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment or other aesthetic improvements made by Zayo to the Facility or adjacent property, or as otherwise required by the City. For New Poles, Zayo shall install a new streetlight or facility as directed by City's Public Works Director, or his or her designee. Alternatively, the City may allow Zayo, in the City's sole and absolute discretion, to abandon the Network, or any part thereof, in place and convey it to the City.

6.3 **Abandonment**. In the event Zayo ceases to operate and abandons the Network, or any part thereof, for a period of ninety (90) days or more, Zayo shall, at its sole cost and expense and within the time period specified in Section 6.2, vacate and remove the Network or the abandoned part thereof. If such removal disturbs the Facility or adjacent property (including City ROW or City real property), Zayo shall also, at its sole cost and expense, restore the Facility or adjacent property to its original conditions, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment or other aesthetic improvements made by Zayo to the Facility or adjacent property. Alternatively, the City may allow Zayo, in the City's sole and absolute discretion, to abandon the Network, or any part thereof, in place and convey it to the City.

6.4 **No Relocation Compensation**. The parties understand and agree that neither the City nor Zayo are entitled to compensation for any relocation of its Network that may be required under Section 6.1. Zayo is not entitled to relocation assistance or any other compensation or benefits under the Uniform Relocation Assistance Act or any other applicable provision of law upon termination of this Agreement.

SECTION 7
MAINTENANCE AND REPAIR

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

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

7.3 **Appearance**. Zayo shall cooperate with the City on all issues of aesthetics and appearance. Zayo shall follow all legally binding City policies, state and local ordinances with respect to aesthetics. This includes, but is not limited to, historic site and/or locations of significant importance. All locations of DAS systems must be aesthetically approved by the Community Development Department, in a manner consistent with other Permits and Approvals under this Agreement.

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

7.5 **Bond**. As a material condition of this Agreement, and prior to the commencement of any work in the ROW, Zayo shall provide a bond in the amount of $100,000, payable to the City to ensure the appropriate and timely performance of Zayo's obligations under this Agreement, including Zayo's obligations under Sections 6 and 7. The required bond must be with a good and sufficient surety, authorized to transact business in the State of Kansas, and satisfactory to the City in form and substance.

SECTION 8
TAXES

8.1 **Taxes**. Zayo agrees that it will be solely responsible for the payment of any and all taxes, fees and assessments levied on its ownership, use and maintenance of the Network and this Agreement. Pursuant to Section 79-5a01 *et seq.* of the Kansas Revenue and Taxation Code, the City hereby advises, and Zayo recognizes and understands, that Zayo's use of the City's ROW and/or the New Poles may create a possessory interest subject to real property taxation and that Zayo may be subject to, and responsible for, the payment of real property taxes levied on such interest. Zayo will cooperate with the Dickinson County Appraiser in providing any information necessary for the Appraiser to make a property tax determination. Zayo reserves the right to challenge any such assessment, and the City agrees to cooperate with Zayo in connection with any such challenge.

SECTION 9
INDEMNIFICATION

9.1 **Indemnity**. Zayo shall indemnify, defend, and hold harmless the City, its City commissioners, officers and employees, agents, and contractors, from and against liability, claims, demands, losses, damages, fines, charges, penalties administrative and judicial proceedings and orders, judgments, and the costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs of defense to the extent resulting from activities undertaken by Zayo pursuant to this Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the City, its commissioners, officers, employees, agents or contractors. The City shall promptly notify Zayo of any claim, action or proceeding covered by this Section 9.1.

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

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

9.4 **Limitation of Zayo's Liability**. Except for Zayo's indemnification obligations under Section 9.1, Zayo shall not be liable for indirect or consequential damages in connection with or arising from this Agreement, or its use of the Network, New Poles, and ROW.

SECTION 10
INSURANCE

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

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

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

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

(iii) Workers' compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code, and Employer's Liability limits of $1,000.000 per accident.

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

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

(i) General Liability and Automobile Liability Coverage.

(1) The City, and its agents, representatives, officers, officials, and employees (the "Insureds") shall be named as additional insureds on all required

insurance policies, except for Workers' Compensation and Employer's Liability policies.

(2) Zayo's insurance coverage shall be primary insurance as respects the Insureds with respect to the matters covered by this Agreement. Any insurance or self-insurance maintained by the Insureds shall be in excess of Zayo's insurance and shall not contribute with it.

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

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

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

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

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

(e) **Verification of Coverage**. Zayo shall furnish the City with certificates of insurance required by this Section 10. The certificates for each insurance policy are to be signed by a person, either manually or electronically, authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences.

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

SECTION 11
DEFAULT

11.1 **Default.**

11.1.1 **Defined**. A "Default" shall be deemed to have occurred under this Agreement if a party fails to cure the breach of any term, condition, or covenant of this Agreement within thirty (30) days after written notice specifying such breach, provided that if the breach is of a nature that it cannot be cured within thirty (30) days, a default shall not have occurred so long as the breaching party has commenced to cure within said time period and thereafter diligently pursues such cure to completion.

11.1.2 **Remedies.** Upon the failure of a party to timely cure any breach after notice thereof from the other party and expiration of the above cure periods, then the non-defaulting party may, subject to the terms of Section 9 (Limitation of Liability), terminate this Agreement and pursue all remedies provided for in this Agreement and/or any remedies it may have under applicable law or principles of equity relating to such breach.

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

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

SECTION 12
INTERFERENCE

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

12.2 **Non-Interference with Public Safety Communications Systems.** Zayo's Network and Facilities shall not cause interference with public safety communications systems operated by City or any other public agency, regardless of the date such systems or any components thereof have been placed in service. Nor shall Zayo's Network and Facilities cause interference with the City's use of the New Poles for their intended purpose as streetlights, traffic lights, and/or stand- alone light poles, as applicable.

12.3 **Correction of Interference.** If such interference with the Facilities described in Sections 12.1 or 12.2 occurs, Zayo shall, upon receipt of written notice thereof from City, immediately commence commercially reasonable, diligent efforts to correct or eliminate such

interference. If such interference cannot be corrected by Zayo to the reasonable satisfaction of City within the cure period set forth for in the City's notice, which notice shall not be less than thirty (30) days, such interference shall be deemed a material breach under this Agreement and City may terminate this Agreement. Interference caused by actions of Zayo's Customer(s) remains the responsibility of Zayo. If the interference is an emergency or a danger to public health and safety, the City shall be entitled to require correction in a time period necessary to avoid the emergency or public health and safety issue.

SECTION 13
MISCELLANEOUS PROVISIONS

13.1 **Nonexclusive Use.** Zayo acknowledges that this Agreement does not provide Zayo with exclusive use of the City's ROW and that City retains the right to permit other providers, persons, or entities to install equipment or devices in the City's ROW. The parties hereto specifically agree that all franchises issued to telecommunications providers shall be competitively neutral and not unreasonable or discriminatory in nature in compliance with applicable federal, state and local regulations.

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

City: City of Abilene
419 N. Broadway Street
P.O. Box 519
Abilene, KS 67410
Attention: City Manager

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

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

13.3 **Assignment.** This contract franchise shall be assignable only to a telecommunications local exchange service provider which holds a current and valid certificate of convenience and authority from the Kansas Corporation Commission, and any such assignment shall be preconditioned upon the City receiving written notice of the assignment

(including notice of the name and address of the assignee and contact information) and a copy of the assignee's current certificate of convenience and authority no later than seven (7) days prior to the effective date of the assignment. Any attempted assignment of this contract franchise without satisfying the requirements of this section shall be void.

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

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

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

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

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

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

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

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

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

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

13.14 **Agreement Applicable Only to the Facilities**. This This Agreement shall not be construed to permit construction, installation, maintenance or use of any facilities in the ROW or on any property other than the Facilities and Network as defined and authorized herein.

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

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

SECTION 14
ZAYO'S ACCEPTANCE; EFFECTIVE DATE

14.1 **Acceptance of Terms**. Zayo shall have thirty (30) days after the final passage and approval of this ordinance to file with the City Clerk its acceptance, in writing, of the provisions, terms and conditions of this ordinance, which acceptance shall be duly acknowledged before an officer authorized by law to administer oaths; and when so accepted, this ordinance and acceptance shall constitute a contract between the City and Zayo subject to the provisions of the laws of the state of Kansas, and such contract shall be deemed effective on the date of publication pursuant to Section 14.3 below.

14.2 **Summary of Ordinance for Publication**. Upon receipt of Zayo's written acceptance of this ordinance, the City Clerk is directed to publish a summary of this ordinance in the official city newspaper.

14.3 **Effective Date of Ordinance.** This ordinance shall take effect and be in full force from and after its passage by the governing body, receipt of Zayo's written acceptance of terms, and publication of a summary thereof in the official newspaper of the City.

PASSED AND APPROVED by the governing body of the City of Abilene, Kansas, on April _____, 2016.

CITY OF ABILENE, KANSAS

By: _____
S. Dee Marshall, Mayor

[SEAL]
ATTEST:

_____
Penny L. Soukup, CMC, City Clerk

APPROVED AS TO FORM:

_____
Aaron O. Martin, City Attorney

ORDINANCE NO. 3300

AN ORDINANCE AMENDING SECTION 5-202 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS, PERTAINING TO THE CONSUMPTION OF ALCOHOL ON CITY-OWNED PROPERTY

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

SECTION 1. That Section 5-202 of the City Code of the City of Abilene, Kansas, be amended as follows:

5-202 **CONSUMPTION ON CITY PROPERTY.** The provisions of Section 5-201 shall not apply to the following city-owned public property:

a. Abilene Civic Center, located in the Union Pacific Passenger Depot;

b. Senior Center; and

c. Designated areas at the Fairgrounds as permitted by the City.

The City Manager shall be empowered to promulgate regulations that may be necessary to ensure the safe consumption of alcohol on City-owned property. ~~Such regulations shall be included in a Memorandum of Understanding to be executed by any party desiring to consume alcohol on City-owned property and shall be subject to the review and approval of the Governing Body.~~

SECTION 3. This Ordinance shall become effective and in full force from and after its passage, adoption and publication in the official City newspaper.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 9th day of May, 2016.

CITY OF ABILENE, KANSAS

By:_____

S. Dee Marshall, Mayor

ATTEST:

_____

Penny Soukup, City Clerk

ABILENE
KANSAS

Abilene City Commission Minutes
Abilene Public Library
April 25, 2016 @ 4:00 p.m.
Abilene, Kansas

1. **Call to Order**

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

Staff Present: City Manager Dillner, Deputy City Clerk Mohr, Finance Director Rothchild, Water Treatment Lead Operator Leusman and Public Works Director Schrader.

Others Present: Mike Heronemus, Wendy Moulton, Lynn Ryan, and Teresa Ryan.

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

Consent Agenda

4. Agenda Approval for the April 25, 2016 City Commission Meeting
5. Meeting Minutes: April 11, 2016, Regular Meeting
6. Approval of a Cereal Malt Beverage License for Historic Abilene, Inc., d/b/a The Alamo Saloon located at 100 SE 5th pursuant to Chapter 3, Article 1 of the City Code of the City of Abilene, Kansas.
7. Appointment of Wendy Klosterman to the Library Board of the City of Abilene, Kansas.
8. Appointment of Drew Snitker to the Tree Board of the City of Abilene, Kansas filling an unexpired term ending in May 2017.
9. Approval of the Final Plat of the Astra Bank Addition in the City of Abilene, Kansas.
10. Approval of a Letter of Support for Kansas Community Tax Credit Application at the request of the Eisenhower Foundation.
11. Approval of a Letter of Support for a USDA Grant Application for the Abilene Farmer's Market at the request of the Dickinson County Economic Development Corporation.
12. Resolution approving an Engagement Letter with Varney and Associates, CPA's, LLC for 2016 Financial Auditing Services.

Motion by Commissioner Shafer, seconded by Commissioner Ray to approve the Consent Agenda as presented pending the installation of emergency exit lights at the Alamo Saloon before the issuance of their CMB License. Motion carried unanimously 5-0.

Public Comments and Communications

13. 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 Marshall asked for any comments or communications from the public that are not on the agenda.

There were no public comments.

14. 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

15. Recognition of Jay Leusman as KRWA Water Treatment Plant Operator of the Year

Public Works Director recognized Jay Leusman as the recipient of the Kansas Rural Water Association Water Treatment Plant Operator of the Year. He was presented his award earlier this month at the KRWA Conference in Wichita.

16. Arbor Day Proclamation

Mayor Marshall read the 2016 Arbor Day Proclamation proclaiming April 29, 2016 as Arbor Day.

17. National Tourism Week Proclamation

Proclamation was never received by the City Commission.

Public Hearings

18. There were no public hearings.

Old Business

19. There was no old business.

New Business

20. Consideration of a Resolution approving Federal-Aid Fund Exchange Master Agreement No. 70-16 concerning the Federal Exchange Program.

City Manager Dillner presented information regarding Resolution No. 041516-2 approving a Federal-Aid Exchange Master Agreement. The City participates in this program in an effort to get access to federal dollars that the City is entitled to receive by federal law. The City exchanges those dollars with State dollars to allow the City to use those dollars more flexibly on projects planned. The City basically gives up 10% of the total funds, that portion goes to the State and the City receive 90% but the benefit is the City receives 90% today as opposed to waiting five years to accumulate those funds. The primary use of these funds will be to finance the NW 11th Street improvements that are necessitated by Eisenhower Elementary School.

Motion by Commissioner Payne, seconded by Commissioner Weishaar to approve Resolution No. 042516-2 **A RESOLUTION APPROVING FEDERAL-AID EXCHANGE MASTER AGREEMENT NO. 70-16 CONCERNING THE FEDERAL EXCHANGE PROGRAM**. Motion carried unanimously 5-0.

21. Consideration of a Resolution approving KLINK Resurfacing Agreement No. 236-16 concerning the City's participation in the KLINK Resurfacing Program.

City Manager Dillner presented information regarding the KLINK Resurfacing Agreement. The City has used the KLINK program for the last several years to assist with the cost of milling and overlaying Buckeye Avenue. Buckeye Avenue is a state highway so the City can participate in the KLINK Resurfacing Program which provides 80% of the total project cost to be paid for by the State and the City pays 20%. This will be the final phase of the overall mill and overlay on Buckeye Avenue from 21st Street north to the corporate limits of the City. The plan is to take a few years off from milling and overlaying Buckeye Avenue after this section is completed.

Motion by Commissioner Ray, seconded by Commissioner Shafer to approve Resolution No. 042516-3 **A RESOLUTION APPROVING KLINK RESURFACING PROJECT AGREEMENT NO. 236-16 CONCERNING THE CITY'S PARTICIPATION IN THE KLINK RESURFACING PROGRAM**. Motion carried unanimously 5-0.

22. Consideration of an Ordinance amending Chapter 4, Article 3 of the City Code of the City of Abilene, Kansas, by amending Sections 4-303 through 4-307, and adopting new Sections 4-308 through 4-312, all concerning nuisances, and repealing the existing Sections 4-303 through 4-307.

City Manager Dillner explained this ordinance will modernize the City's nuisance ordinances. The first change is a person who that has been notified of a violation has 10 days to remediate the violations or request a hearing. In the past the hearing was before the governing body, we are changing that to the Building Standards Board. Some of the penalties provided by the Municipal Court are also being modified. This will basically streamline our process and make it more efficient. The court can fine, assign jail time or do both if the court decides to do so. This brings our codes in line with other communities. The primary goal is to streamline our process and make it a little bit more efficient.

Motion by Commissioner Payne, seconded by Commissioner Weishaar to adopt Ordinance No. 3295 **AN ORDINANCE AMENDING CHAPTER 4, ARTICLE 3 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS, BY AMENDING SECTIONS 4-303 THROUGH 4-307, AND ADOPTING NEW SECTIONS 4-308 THROUGH 4-312, ALL CONCERNING NUISANCES, AND REPEALING THE EXISTING SECTIONS 4-303 THROUGH 4-307.** Motion carried 4-1, Commissioner Ray abstaining.

23. Consideration of an Ordinance amending Chapter 4, Article 5 of the City Code of the City of Abilene, Kansas, by amending Sections 4-509 and 4-510 concerning inoperable and abandoned vehicles, and repealing the existing Sections 4-509 through 4-512.

City Manager Dillner explained this Ordinance is similar to the prior item. This Ordinance modifies and streamlines our processes. It will make the process the same and align the penalty clauses as well.

Motion by Commissioner Payne, seconded by Commissioner Weishaar to adopt Ordinance No. 3296 **AN ORDINANCE AMENDING CHAPTER 4, ARTICLE 5 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS, BY AMENDING SECTIONS 4-509 AND 4-510 CONCERNING INOPERABLE**

AND ABANDONED VEHICLES, AND REPEALING THE EXISTING SECTIONS 4-509 THROUGH 4-512. Motion carried 4-1, Commissioner Ray abstaining.

24. Consideration of a Resolution authorizing funds for a Lightning Alert System for the Parks and Recreation Department.

City Manager Dillner presented information regarding a lightening alert system for the Parks and Recreation Department. The primary device would be placed at the ball fields in Eisenhower Park with a strobe light device placed at the swimming pool. In the event that there is lightening in the area a siren will sound and a strobe light will shine. The strobe light will continue for 30 minutes after the last lightening strike. Once the strobe light stops activity can be resumed. The system will cost $9,996.00 for the initial installation which includes the first year annual fee of $1,500.00. There will be an annual operating fee of $1,500.00.

Commissioner Weishaar expressed his concerns about this expense not being budgeted in 2016 and it is not on the CIP. The City has procedures in place and we are bypassing all of them if we approve this. He is not opposed to the system but it should be included in the 2017 budget.

Motion by Commissioner Shafer, seconded by Commissioner Ray to approve Resolution No. 042516-4 **A RESOLUTION AUTHORIZING FUNDS FOR LIGHTNING ALERT SYSTEM FOR THE PARKS AND RECREATION DEPARTMENT.** Motion carried 4-1, Commissioner Weishaar voting no.

25. Consideration of a Resolution authorizing funds for a Feasibility Study for a Hotel and Conference Center.

City Manager Dillner presented information about a Feasibility Study for a Hotel and Conference Center. The City solicited proposals from several companies and two supplied us with proposals. CBRE put in a proposal in the amount of $18,000.00 plus out of pocket expenses for travel expenses and incidentals. Staff is requesting $20,000.00 to support this study.

Motion by Commissioner Weishaar, seconded by Commissioner Payne to approve Resolution No. 042516-5 **A RESOLUTION AUTHORIZING FUNDS FOR A HOTEL AND CONFERENCE CENTER FEASIBILITY STUDY.** Motion carried unanimously 5-0.

26. Consideration of a motion to recess into executive session to discuss non-elected personnel for fifteen minutes to include the City Attorney and City Manager.

Motion by Commissioner Weishaar, seconded by Commissioner Payne to recess into executive session at 4:32 p.m. to discuss non-elected personnel for fifteen minutes to include the City Attorney and City Manager. Motion carried unanimously 5-0.

27. Consideration of a motion to return to regular session with no action being taken.

Motion to Commissioner Payne, seconded by Commissioner Shafer to return to regular session at 4:42 p.m. with no action being taken. Motion carried unanimously 5-0.

Reports

28. City Manager Reports

a. Expenditures Report

Wednesday, April 27th is the Greyhound luncheon at 11:30 a.m. at Thunderstruck.

The next study session will be May 3rd at 4:00 p.m. at City Hall.

Tour of the Water Treatment Plant is May 5th at 10:30 a.m.

The Eisenhower School dedication is May 14th at 10:00 a.m.

The Chamber of Commerce bi-annual membership meeting is May 5th at 6:00 p.m. at Nichols Training Center on Brady.

The events in Abilene the past weekend were very successful with many people in town.

Adjournment

29. Consideration of a motion to adjourn the April 25, 2016 City Commission meeting.

Motion by Commissioner Weishaar, seconded by Commissioner Payne to adjourn at 4:49 p.m. Motion carried unanimously.

(Seal)

_____
Dee Marshall, Mayor

ATTEST:

_____
Shayla L. Mohr
Deputy City Clerk

(Published in the _____ on the ____ day of _____, 2016)

ORDINANCE NO. 3299

AN ORDINANCE ADOPTING THE CODIFICATION OF ORDINANCES OF THE CITY OF ABILENE, KANSAS, PROVIDING FOR THE REPEAL OF CERTAIN OTHER ORDINANCES NOT INCLUDED THEREIN, EXCEPTING CERTAIN ORDINANCES FROM REPEAL AND SAVING CERTAIN ACCRUED RIGHTS AND LIABILITIES.

BE IT ORDAINED by the Governing Body of the City of Abilene, Kansas:

Section 1. Adoption of the Code of the City of Abilene, Kansas.

The codification of ordinances of the City of Abilene, Kansas, prepared by Citycode Financial LLC, Wichita, Kansas, as set out in the following chapters, Chapters I to XVI and Appendices A, B and C, all inclusive, and entitled the "Code of the City of Abilene, Kansas," is hereby authorized, adopted and ordained as the "Code of the City of Abilene, Kansas." The Code is authorized by ordinance and was made in conformity with K.S.A. 12-3014 and 12-3015 and amendments thereto. Said code shall be duly certified by the City Clerk. One copy of the code shall be filed in the office of the City Clerk and shall be designated as and shall constitute the official ordinance book. Three additional copies shall be filed in the office of the city clerk and shall be designated for use by the public.

Section 2. Repeal of general ordinances.

All ordinances and parts of ordinances of a general nature passed prior to [ADOPTION DATE], are hereby repealed as of the date of publication of said code except as hereinafter provided.

Section 3. Same; excepting certain ordinances from repeal.

In construing this ordinance, the following ordinances shall not be considered or held to be ordinances of a general nature:

(a) Ordinances pertaining to the acquisition of property or interests in property by gift, purchase, devise, bequest, appropriation or condemnation;

(b) Ordinances opening, dedicating, widening, vacating or narrowing streets, avenues, alleys and boulevards;

(c) Ordinances establishing and changing grades of streets, avenues, alleys and boulevards;

(d) Ordinances naming or changing the names of streets, avenues and boulevards;

(e) Ordinances authorizing or directing public improvements to be made;

(f) Ordinances creating districts for public improvements of whatsoever kind or nature;

(g) Ordinances levying general taxes;

(h) Ordinances levying special assessments or taxes;

(i) Ordinances granting any rights, privileges, easements or franchises therein mentioned to any person, firm or corporation;

(j) Ordinances authorizing the issuance of bonds and other instruments of indebtedness by the city;

(k) Ordinances authorizing contracts;

(l) Ordinances establishing the limits of the city or pertaining to annexation or exclusion of territory;

(m) Ordinances relating to compensation of officials, officers and employees of the city;

(n) All charter ordinances;

(o) Any appropriation ordinance or ordinances relating to a specific transfer of funds;

(p) Any zoning ordinance or ordinances changing the zoning classification of any property within the city or amending the city's zoning map;

(q) Ordinances of a temporary nature;

(r) Any ordinance which is special, although permanent in effect;

(s) Any ordinance, the purpose of which has not been accomplished.

Provided, that the above enumeration of exceptions shall not be held or deemed to be exclusive, it being the purpose and intention to exempt from repeal any and all ordinances not of a general nature and general ordinances specifically excepted by this section. Ordinances which are not of a general nature shall be numbered consecutively, approved by the governing body, published, and filed with the city clerk, but such ordinances shall not be prepared for insertion in this code, nor be deemed a part hereof.

Section 4. Arrangement of and notations throughout the code.

The arrangement and classification of the several chapters, articles, and sections of the code adopted by section 1 of this ordinance and the headnotes and footnotes at the ends of the sections, are made for the purpose of convenience and orderly arrangement, and do not constitute a part of the ordinances, and therefore, no implication or presumption of legislative intent or construction is to be drawn therefrom.

Section 5. Accrued rights and liabilities.

The repeal of ordinances as provided in section 2 hereof, shall not affect any rights acquired, fines, penalties, forfeitures or liabilities incurred thereunder, or actions involving any of the

provisions of said ordinances or parts thereof. Said ordinances above repealed are hereby continued in force and effect after the passage, approval and publication of this ordinance for the purpose of such rights, fines, penalties, forfeitures, liabilities and actions therefor.

Section 6. Severability.

If for any reason any chapter, article, section, subsection, sentence, portion or part of the "Code of the City of Abilene, Kansas," or the application thereof to any person or circumstances is declared to be unconstitutional or invalid, such decision will not affect the validity of the remaining portions of this code.

Section 7. Effective date.

This ordinance shall be published in the official city newspaper and shall take effect and be in force from and after the publication of the "Code of the City of Abilene, Kansas" as provided in K.S.A. 12-3015.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 9th day of May, 2016.

CITY OF ABILENE, KANSAS

By: _____
S. Dee Marshall, Mayor

ATTEST:

_____
Penny Soukup, CMC
City Clerk

APPROVED AS TO FORM:

_____
Aaron O. Martin, City Attorney

CERTIFICATE OF THE CITY CLERK

State of Kansas)
)
Dickinson County)

I, Penny Soukup, City Clerk of the City of Abilene, Dickinson County, Kansas do hereby certify that said city is a city of the second class of the commission-manager form of government under the statutes of Kansas; that this codification of the general ordinances of said city and the publication thereof in book form were ordered and authorized by the governing body by ordinance and in accordance therewith is entitled the "Code of the City of Abilene, Kansas," that said codification was adopted as the "Code of the City of Abilene, Kansas," by the governing body by Ordinance No. [ADOPTION ORDINANCE NUMBER] passed on [ORDINANCE ADOPTION DATE], as authorized by K.S.A. 12-3015; that said ordinance and said codification of general ordinances as contained in this volume will take effect upon publication of 4 or more copies in book form; that the publication of 4 copies of this code in book form and said adoptive ordinance constitute due passage of this code and all general ordinances contained therein; that the codification and said adoptive ordinance as contained herein are true and correct copies; and that said publication imports absolute verity and is to be received in evidence in all courts and places without further proof as provided by K.S.A. 12-3015.

I further certify that the "Code of the City of Abilene, Kansas," and the matter therein contained will take effect and be in force from and after _____ __, 2016 (date of publication of the codification ordinance in the newspaper).

_____
PENNY SOUKUP, City Clerk

DATE: _____ _____, 2016.

KEY REVENUES - 1Q, 2016 *(unaudited)*
City of Abilene, Kansas

Property Taxes	2015 Actual	2016 Actual	YTD Variance	YTD % Variance	2016 Budget	Collected as % of Budget	Note No.
General Fund	$ 749,010	$ 832,568	$ 83,558	111%	$ 1,478,525	56%	
Airport Fund	$ 38,667	$ 40,004	$ 1,337	103%	$ 61,500	65%	
Bond and Interest Fund	$ 277,181	$ 284,860	$ 7,679	103%	$ 528,737	54%	
Fire Apparatus Fund	$ 28,734	$ 29,180	$ 446	102%	$ 51,021	57%	
Library Fund	$ 187,240	$ 200,740	$ 13,500	107%	$ 328,625	61%	
Recreation Commission Fund	$ 133,734	$ 128,180	$ (5,554)	96%	$ 251,223	51%	
Capital Improvement Fund	$ 1,137	$ 73	$ (1,064)	6%	$ 200	37%	
Total Property Taxes	**$ 1,415,703**	**$ 1,515,605**	**$ 99,902**	**107%**	**$ 2,699,831**	**56%**	**1**
Motor Vehicle Taxes							
General Fund	$ 112,040	$ 54,660	$ (57,380)	49%	$ 147,338	37%	
Airport Fund	$ 627	$ 2,392	$ 1,765	381%	$ 7,750	31%	
Bond and Interest Fund	$ 37,530	$ 18,222	$ (19,308)	49%	$ 55,176	33%	
Fire Appartus Fund	$ 1,682	$ 2,035	$ 353	121%	$ 6,072	34%	
Library Fund	$ 15,041	$ 12,856	$ (2,185)	85%	$ 41,382	31%	
Recreation Commission Fund	$ 11,069	$ 7,248	$ (3,821)	65%	$ 29,521	25%	
Capital Improvement Fund	$ 22	$ -	$ (22)	0%	$ -	0%	
Total Vehicle Taxes	**$ 178,013**	**$ 97,413**	**$ (80,600)**	**55%**	**$ 287,239**	**34%**	
Sales Taxes							
Local Sales Tax	$ 346,963	$ 290,500	$ (56,463)	84%	$ 1,302,744	22%	
Special Library/Pool Sales Tax	$ 128,290	$ 109,054	$ (19,236)	85%	$ 445,000	25%	
Local Street Sales Tax	$ 91,642	$ 77,900	$ (13,742)	85%	$ 325,000	24%	
Total Sales Taxes	**$ 566,895**	**$ 477,454**	**$ (89,441)**	**84%**	**$ 2,072,744**	**23%**	**2**

NOTES:

1. Property taxes came in consistent with the figures that were budgeted. Delinquent rates are in line with what is normal.
2. Sales taxes short of 1st Quarter 2015 by 16%, due to a decrease in retail purchases made in Abilene.

KEY REVENUES - 1Q, 2016 *(unaudited)*
City of Abilene, Kansas

Franchise Fees	2015 Actual	2016 Actual	YTD Variance	YTD % Variance	2016 Budget	Collected as % of Budget	Note No.
Telephone	$ 6,220	$ 4,890	$ (1,330)	79%	$ 33,000	15%	1
Gas	$ 72,645	$ 54,332	$ (18,313)	75%	$ 167,000	33%	2
Electric	$ 112,587	$ 126,580	$ 13,993	112%	$ 450,000	28%	
Cable	$ 13,378	$ 13,761	$ 383	103%	$ 50,000	28%	
Total Franchise Fees	**$ 204,830**	**$ 199,563**	**$ (5,267)**	**97%**	**$ 700,000**	**29%**	
State Distributions							
Liquor Control Tax	$ 4,177	$ 2,986	$ (1,191)	71%	$ 15,000	20%	3
Gas Tax	$ 43,287	$ 43,333	$ 46	100%	$ 174,130	25%	
Total Distributions	**$ 47,464**	**$ 46,319**	**$ (1,145)**	**98%**	**$ 189,130**	**24%**	
Miscellaneous Revenues							
Municipal Court Fines	$ 54,662	$ 39,165	$ (15,497)	72%	$ 160,000	24%	
Licenses and Permits	$ 18,128	$ 5,120	$ (13,008)	28%	$ 24,150	21%	4
Public Transportation Fares	$ 3,466	$ 2,952	$ (514)	85%	$ 19,000	16%	
Recreation Fees	$ 21,945	$ 20,708	$ (1,237)	94%	$ 200,800	10%	
Transient Guest Tax	$ 44,038	$ 42,199	$ (1,839)	96%	$ 130,000	32%	
Civic Center Rental	$ 1,980	$ 2,487	$ 507	126%	$ 10,000	25%	
Trolley Fares	$ -	$ -	$ -	#DIV/0!	$ 8,641	0%	
Sale of Merchandise *(Civic Center)*	$ 232	$ 276	$ 45	119%	$ 4,500	6%	
Interest Income *(All Funds)*	$ 4,603	$ 6,490	$ 1,887	141%	$ 24,080	27%	
Special Assessments	$ 115,894	$ 104,011	$ (11,883)	90%	$ 192,817	54%	
Total Miscellaneous Revenues	**$ 264,947**	**$ 223,408**	**$ (41,539)**	**84%**	**$ 773,988**	**29%**	

NOTES:
1. Variation probably caused by decreasing numbers of landline accounts that are charged the franchise fee.
2. Variations in gas franchise fees may be due to a mild winter that resulted in lower gas usage.
3. Municipal fines are down 28% compared to last year.
4. Civic Center is up 26% to last year as it has been rented more frequently.

KEY REVENUES - 1Q, 2016 *(unaudited)*
City of Abilene, Kansas

Enterprise Fees	2015 Actual	2016 Actual	YTD Variance	YTD % Variance	2015 Budget	Collected as % of Budget	Note No.
Water Sales	$ 335,343	$ 625,556	$ 290,213	187%	$ 1,623,240	39%	1
Water Connection Fees	$ 1,376	$ 1,367	$ (9)	99%	$ 6,000	23%	
Water Turn-on Fees	$ 2,670	$ 1,500	$ (1,170)	56%	$ 8,000	19%	
Water Penalties	$ 6,178	$ 2,532	$ (3,646)	41%	$ 22,000	12%	
Sewer Charges	$ 312,223	$ 575,574	$ 263,351	184%	$ 1,328,010	43%	2
Sewer Surcharge	$ 27,468	$ 13,307	$ (14,161)	48%	$ 100,000	13%	
Storm Drainage Fees	$ 16,952	$ 33,384	$ 16,432	197%	$ 68,000	49%	3
Recycling Fee	$ 14,218	$ 27,549	$ 13,331	194%	$ 59,160	47%	
Recycling Sale of Materials	$ 9,759	$ 2,467	$ (7,292)	25%	$ 25,000	10%	4
Total Enterprise Fees	**$ 726,188**	**$ 1,283,236**	**$ 557,048**	**177%**	**$ 3,239,410**	**40%**	

NOTES:
1. Utility revenue is reported incorrectly in the system. There was an error when converting the numbers from the old software to the new. We are working with Banyon to resolve this issue.

TOTAL REVENUES *(All Funds)*	**$ 3,404,040**	**$ 3,864,268**	**$ 460,228**	**114%**	**$ 9,962,342**	**39%**

EXPENDITURE SUMMARY - 1Q, 2016 *(unaudited)*
City of Abilene, Kansas

General Fund	2015 Actual	2016 Actual	YTD Variance	YTD % Variance	2016 Budget	% of Budget Allocated	Note No.
General Government	$ 81,673	$ 113,927	$ 32,254	139%	$ 362,498	31%	
Police	$ 317,803	$ 287,011	$ (30,792)	90%	$ 1,314,729	22%	
Fire	$ 189,256	$ 194,619	$ 5,363	103%	$ 791,267	25%	
Streets and Alleys	$ 139,414	$ 197,510	$ 58,096	142%	$ 762,952	26%	
Bindweed/Flood Maintenance	$ 20,976	$ 25,514	$ 4,538	122%	$ 141,591	18%	
Parks	$ 57,602	$ 58,044	$ 442	101%	$ 295,877	20%	
Swimming Pool	$ -	$ 4,750	$ 4,750	#DIV/0!	$ 21,550	22%	
Community Development	$ 61,373	$ 67,637	$ 6,264	110%	$ 307,244	22%	
Municipal Court	$ 38,475	$ 29,531	$ (8,944)	77%	$ 178,608	17%	1
Senior Center	$ 5,396	$ 7,808	$ 2,412	145%	$ 31,285	25%	
Public Transportation Van	$ 19,232	$ 21,235	$ 2,003	110%	$ 90,557	23%	
Civic Center	$ 3,559	$ 10,269	$ 6,710	289%	$ 31,775	32%	
Total General Fund	**$ 934,759**	**$ 1,017,855**	**$ 83,096**	**109%**	**$ 4,329,933**	**24%**	
Airport Fund	**$ 6,428**	**$ 5,551**	**$ (877)**	**86%**	**$ 34,500**	**16%**	2
Bond and Interest Fund	**$ 119,414**	**$ 116,100**	**$ (3,314)**	**97%**	**$ 778,230**	**15%**	3
Fire Apparatus Fund	**$ 2,274**	**$ 1,792**	**$ (482)**	**79%**	**$ 50,573**	**4%**	
Library Fund	**$ 190,306**	**$ 214,068**	**$ 23,762**	**112%**	**$ 405,775**	**53%**	
Capital Improvement Fund	**$ -**	**$ -**	**$ -**	**#DIV/0!**	**$ 400,000**	**0%**	

NOTES:

1. General Fund expenses are up 9% YTD, but still within reason with 76% of the total annual budget remaining.
2. Streets and Alleys are up early in the year due to purchase of a used tandom axle dump truck for $55,000

EXPENDITURE SUMMARY - 1Q, 2016 *(unaudited)*
City of Abilene, Kansas

Water Fund	2015 Actual	2016 Actual	YTD Variance	YTD % Variance	2016 Budget	% of Budget Allocated	Note No.
Distribution	$ 115,588	$ 139,946	$ 24,358	121%	$ 677,813	21%	
Production	$ 81,792	$ 129,340	$ 47,548	158%	$ 566,172	23%	
Commercial	$ 45,923	$ 54,398	$ 8,475	118%	$ 322,901	17%	
Debt Service	$ 1,846	$ 1,485	$ (361)	80%	$ 169,568	1%	1
Total Water Fund	**$ 245,149**	**$ 325,169**	**$ 80,020**	**133%**	**$ 1,736,454**	**19%**	
Water Equipment Reserve Fund	**$ -**	**$ -**	**$ -**	**#DIV/0!**	**$ 35,000**	**0%**	
Sewer Fund							
Collection	$ 32,262	$ 34,419	$ 2,157	107%	$ 282,779	12%	
Treatment	$ 95,060	$ 129,549	$ 34,489	136%	$ 562,503	23%	
Commercial	$ 42,946	$ 54,389	$ 11,443	127%	$ 281,798	19%	
Debt Service	$ 277,223	$ 276,991	$ (232)	100%	$ 594,048	47%	
Total Sewer Fund	**$ 447,491**	**$ 495,348**	**$ 47,857**	**111%**	**$ 1,721,128**	**29%**	
Sewer Equipment Reserve Fund	**$ -**	**$ -**	**$ -**		**$ 19,400**	**0%**	
Recycling Fund	**$ 23,579**	**$ 26,189**	**$ 2,610**	**111%**	**$ 115,570**	**23%**	2
Storm Drainage Fund	**$ -**	**$ 220**	**$ 220**	**#DIV/0!**	**$ 248,400**	**0%**	

NOTES:
1. Expenditures are up in the water fund 33%, but still with in budget with 81% of the annual budget remaining.
2. Sewer Fund expenses are up 11% with 71% of the annual budget remaining.

EXPENDITURE SUMMARY - 1Q, 2016 *(unaudited)*
City of Abilene, Kansas

Tourism and Convention Fund	2015 Actual	2016 Actual	YTD Variance	YTD % Variance	2016 Budget	% of Budget Allocated	Note No.
Administration	$ 53,981	$ 56,510	$ 2,529	105%	$ 309,799	18%	
Trolley Expenses	$ 2,288	$ 1,443	$ (845)	63%	$ 9,197	16%	
Total Tourism and Convention Fund	**$ 56,269**	**$ 57,953**	**$ 1,684**	**103%**	**$ 318,996**	**18%**	
Recreation Commission Fund							
Administration	$ 51,259	$ 48,340	$ (2,919)	94%	$ 211,531	23%	
Aquatics	$ 1,282	$ 1,475	$ 193	115%	$ 92,176	2%	
Athletics	$ 3,756	$ 5,343	$ 1,587	142%	$ 84,698	6%	
Community Education	$ 749	$ 1,537	$ 788	205%	$ 33,810	5%	
Community Center	$ 8,217	$ 19,036	$ 10,819	232%	$ 76,500	25%	
Recreation Special Project	$ -	$ -	$ -	#DIV/0!	$ 75,000	0%	
Total Recreation Commission Fund	**$ 65,263**	**$ 75,731**	**$ 10,468**	**116%**	**$ 573,715**	**13%**	
Special Parks and Recreation Fund	**$ 16,269**	**$ 425**	**$ (15,844)**	**3%**	**$ 40,000**	**1%**	1
Special Alcohol and Drug Fund	**$ 1,500**	**$ 6,500**	**$ 5,000**	**433%**	**$ 12,500**	**52%**	1
Special Street Fund	**$ 11,543**	**$ 5,239**	**$ (6,304)**	**45%**	**$ 413,500**	**1%**	
Equipment Reserve Fund	**$ 60,726**	**$ 30,268**	**$ (30,458)**	**50%**	**$ 523,200**	**6%**	2
Sales Tax Street Fund	**$ -**	**$ -**	**$ -**	**#DIV/0!**	**$ 300,000**	**0%**	3

NOTES:
1. Recreation Commission is currently under budget with only 13% expensed so far.
2. Special Alcohol and Drug has used 52% of its annual budget due budgetted donations to local drug and alcohol programs.

TOTAL *(all funds)*						
Revenue	**$ 3,404,040**	**$ 3,864,268**	**$ 460,228**	**114%**	**$ 9,962,342**	**39%**
Expenditures	**$ 2,180,970**	**$ 2,378,408**	**$ 197,438**	**109%**	**$ 12,056,874**	**20%**

CASH BALANCE SUMMARY - 1Q, 2016 (unaudited)
City of Abilene, Kansas

Operating Funds	2015 Ending Balance	2016 YTD Balance	YTD Variance	YTD % Variance	Minimum Balance	% of Budget Allocated	Note No.
General Fund	$ 1,389,743	$ 1,959,891	$ 570,149	141.0%	$ 1,011,640	194%	1
Airport Fund	$ 25,121	$ 65,782	$ 40,661	261.9%	$ 21,357	308%	2
Tourism and Convention Fund	$ 73,587	$ 67,744	$ (5,843)	92.1%	$ 49,380	137%	2
Recreation Commission Fund	$ 218,964	$ 318,776	$ 99,812	145.6%	$ 92,213	346%	2
Bond and Interest Fund	$ 42,160	$ 333,163	$ 291,004	790.2%	$ 70,984	469%	3
Enterprise Funds							
Water Fund	$ 355,452	$ 354,461	$ (990)	99.7%	$ 328,460	108%	2
Sewer Fund	$ 1,163,492	$ 972,044	$ (191,448)	83.5%	$ 281,540	345%	2
Recycling Fund	$ 201,181	$ 192,721	$ (8,460)	95.8%	$ 23,281	828%	2
Storm Drainage Fund	$ 423,449	$ 440,122	$ 16,673	103.9%	NA	NA	4
Water Equipment Reserve Fund	$ 207,478	$ 207,489	$ 11	100.0%	NA	NA	4
Sewer Equipment Reserve Fund	$ 656,098	$ 656,136	$ 38	100.0%	NA	NA	4
Capital Funds							
Fire Apparatus Fund	$ 48,148	$ 77,574	$ 29,426	161.1%	$ 14,771	525%	2
Special Parks and Recreation Fund	$ 53,208	$ 56,002	$ 2,794	105.3%	NA	NA	4
Special Street Fund	$ 8,503	$ 159,154	$ 150,651	1871.7%	NA	NA	4
Capital Improvement Fund	$ 479,824	$ 479,926	$ 102	100.0%	NA	NA	4
Equipment Reserve Fund	$ 163,598	$ 133,335	$ (30,263)	81.5%	NA	NA	4
Special Purpose Funds							
Special Revenue Fund (Community Center)	$ 153,924	$ 155,933	$ 2,009		NA	NA	4
Special Revenue Fund (Library/Pool)	$ 347,718	$ 456,794	$ 109,075	131.4%	NA	NA	4
Special Revenue Fund (Street Sales Tax)	$ 193,148	$ 271,061	$ 77,913	140.3%	NA	NA	4
Other Funds							
Public Building Commission Fund	$ 1,015,939	$ 1,015,939	$ -	100.0%	NA	NA	4
Self-Insured Health Insurance Fund	$ 98,100	$ 100,071	$ 1,972	102.0%	NA	NA	4
Dawson Cottage Addition Fund	$ (74,825)	$ (74,825)	$ -	100.0%	NA	NA	4
Municipal Court Bonds Fund	$ 12,350	$ 9,595	$ (2,755)	77.7%	NA	NA	4

CASH BALANCE SUMMARY - 1Q, 2016 (unaudited)
City of Abilene, Kansas

NOTES:

1. Per City policy, the General Fund shall maintain "A fund balance reserve of not less than 15% or more than 25% of anticipated current year revenues for the fund." Staff has calculated the Minimum Balance using 25% of anticipated revenues for the year.
2. Per City policy, fund balance reserves for other budgeted funds "shall be planned for and maintained as needed, based on the volatility and reliability of the revenue mix for the funds, as well as the predictability and degree to which expenditures in the fund are controllable."
3. Per City policy, the Bond and Interest Fund shall maintain "a fund balance of not less than 10% of the anticipated General Obligation debt bond and interest payment for the upcoming budget year, including any special assessment-paid debt, but excluding debt planned for repayment by enterprise funding or other City funds. However, in cases of significant exposure to special assessment payment delinquencies, the City may establish higher fund balance to mitigate impacts of potential delinquencies.
4. The City does not require a minimum balance for funds that are used primarily for capital expenditures or special projects.

GENERAL FUND	Amount/Year				
	2017	2018	2019	2020	2021
CIP PROJECTS					
Tree Replacement Program	$ 2,500		$ 2,500		$ 2,500
Backstop/Dugout Rehab Fields 3/4 (GF/REC)	$ 10,000				
Backstop/Dugout Rehab Fields 3/4 (GF/REC)	$ 10,000				
Trail Phase II	$ 25,000				
Sidewalk Trip & Fall Hazard Repair	$ 6,000				
Trail Phase III		$ 25,000			
FFB/Soccer Field Rehab W & N of CC (GF/REC)		$ 12,500			
Remodel Complex RR (GF/REC)		$ 15,000			
Diamond #7 Electical Upgrade			$ 90,000		
Remodel Diamonds 1 & 2 RR (GF/REC)				$ 12,500	
Trail Phase IV				$ 25,000	
Master Plan for Parks				$ 75,000	
Trail Phase V					$ 25,000
Public Works Building		$ 300,000			
GENERAL FUND PROJECT TOTAL	$ 53,500	$ 352,500	$ 92,500	$ 112,500	$ 27,500
	Amount/Year				
	2017	2018	2019	2020	2021
CAPITAL EQUIPMENT					
2017 Gator		$ 18,000			
Rose Garden Pole Lighting 4 Poles - 7 fixtures	$ 11,000				
Green House Lean-To	$ 6,000				
Mini Truck		$ 20,000			
2019 JD or Excel 4WD Diesel Mower(Lease)			$ 9,000	$ 9,000	$ 9,000
Street Sweeper(Current Lease), 2018 Replace	$ 23,098	$ 30,000	$ 30,000	$ 30,000	$ 30,000
Cat Grader (2006) Current Lease	$ 26,223	$ 26,223	$ 26,223	$ 26,223	$ 26,223
Water Distribution Pickup (2009)				$ 50,000	
Tandem Axle Dump Truck (used)					
Hydrostatic Zero Turn Mower		$ 25,000			
Single Axle Dump Truck (Plow and Spreader)	$ 120,000				
Weed Spraying Truck (used) Current unit to WTP	$ 25,000				
Small Mower Tractor & Mower			$ 25,000		
Intermediate Size Mower Tractor (used)		$ 55,000			
Asphalt Roller (used)			$ 12,000		
Tractor/Backhoe					$ 70,000
Cat Motor Grader 1994, lease used unit			$ 30,000	$ 30,000	
Concrete Saw		$ 9,000			
Portable Air Compressor (Sewer/Street)			$ 9,000		
Single Axle Dump Truck					$ 110,000
Paint Striper			$ 8,000		
Bunker Gear & Fire Hose	$ 15,500	$ 15,500	$ 16,000	$ 16,000	$ 20,000
Replace Engine #32	$ 450,000				
Portable Radio	$ 12,000				
Thermal Imager Cameras		$ 10,000			
All Fire Helmets & Bunker Boots		$ 15,000			
Breathing Air Compressor			$ 45,000		
Extrication Tools for Rescue				$ 62,000	
Replace #39 Pick-Up				$ 35,000	
Air Bag System (Extrication)					$ 50,000
Patrol Vehicles	$ 60,000	$ 60,000	$ 60,000	$ 60,000	$ 60,000
In-Car Camera System	$ 45,000				
Copier/Scanner	$ 15,000				
GENERAL FUND EQUIPMENT TOTAL	$ 808,821	$ 283,723	$ 270,223	$ 318,223	$ 375,223
GENERAL FUND CIP TOTALS	$ 862,321	$ 636,223	$ 362,723	$ 430,723	$ 402,723

WATER 002	Amount/Year				
	2017	2018	2019	2020	2021
CIP PROJECTS					
Well Exploration		$ 150,000	$ 200,000	$ 200,000	
Pressure Filter Media Replacement (WTP)	$ 160,000	$ 160,000			
Water Main Improvements	$ 75,000	$ 80,000	$ 85,000	$ 100,000	$ 150,000
Water Tower Maintenance Contract				$ 120,000	
Water Treatment Plant Roof Replacement	$ 20,000				
Automated Meter Replacement/Fixed Base					
WATER FUND PROJECT TOTAL	$ 255,000	$ 390,000	$ 285,000	$ 420,000	$ 150,000
	Amount/Year				
	2017	2018	2019	2020	2021
CAPITAL EQUIPMENT					
Reverse Osmosis Filter Replacement			$ 150,000		
Back Up Generator for WTP				$ 60,000	
Back Up Generator for Well #14-16		$ 50,000			
1 Ton Dual Wheel Pickup			$ 50,000		
Side Mount Mower Tractor (used) (water/sewer)		$ 17,500			
Water Distribution Pickup (Water/Sewer)		$ 25,000			
WATER FUND EQUIPMENT TOTAL	$ -	$ 92,500	$ 200,000	$ 60,000	$ -
WATER FUND CIP TOTALS	$ 255,000	$ 482,500	$ 485,000	$ 480,000	$ 150,000
UNSCHEDULED:					
Automated Meter Replacement/Fixed Base	$ 1,200,000				

SEWER 004	Amount/Year				
	2017	2018	2019	2020	2021
CIP PROJECTS					
Sanitary Sewer Main/Manhole Rehabilitation	$ 100,000	$ 120,000	$ 125,000	$ 125,000	$ 150,000
SEWER FUND PROJECT TOTAL	$ 100,000	$ 120,000	$ 125,000	$ 125,000	$ 150,000
	Amount/Year				
	2017	2018	2019	2020	2021
CAPITAL EQUIPMENT					
SCADA control system WWTP		$ 50,000			
Side Mount Mower Tractor (used)(water/sewer)		$ 17,500			
WWTP Pickup (used)		$ 28,000			
Sewer Vac/Rodder Combo Truck				$ 350,000	
Portable Air Compressor (Sewer/Street)			$ 9,000		
GPS/GIS Field Data Collection Device					
Water Distribution Pickup (Water/Sewer)		$ 25,000			
SEWER FUND EQUIPMENT TOTAL	$ -	$ 120,500	$ 9,000	$ 350,000	$ -
SEWER FUND CIP TOTALS	$ 100,000	$ 240,500	$ 134,000	$ 475,000	$ 150,000

RECREATION COMMISSION 015	Amount/Year				
	2017	2018	2019	2020	2021
CIP PROJECTS					
Refinish Gym Floor CC	$ 30,000				
Replace Lobby and MPR Flooring					$ 50,000
REC COMMISSION FUND PROJECT TOTAL	$ 30,000	$ -	$ -	$ -	$ 50,000
	Amount/Year				
	2017	2018	2019	2020	2021
CAPITAL EQUIPMENT					
4 Row Tip and Roll Bleachers CC	$ 4,000				
5 Row 21' Long Bleachers (2) Each Year	$ 8,000	$ 8,000	$ 8,000	$ 8,000	$ 8,000
5 Row 15' Long Bleacher (1)	$ 3,500				
Lobby/Conference Room Furniture CC	$ 3,000	$ 3,000			
Remote Scoreboard Receivers (3)		$ 6,000			
REC COMMISSION FUND EQUIPMENT TOTAL	$ 18,500	$ 17,000	$ 8,000	$ 8,000	$ 8,000
REC COMMISSION FUND CIP TOTALS	$ 48,500	$ 17,000	$ 8,000	$ 8,000	$ 58,000

SALES TAX STREET 037	Amount/Year				
	2017	2018	2019	2020	2021
CIP PROJECTS					
Local Street Paving	$ 150,000		$ 300,000	$ 400,000	$ 500,000
SALES TAX STREET FUND PROJECT TOTAL	$ 150,000	$ -	$ 300,000	$ 400,000	$ 500,000
	Amount/Year				
	2017	2018	2019	2020	2021
CAPITAL EQUIPMENT					
SALES TAX STREET FUND EQUIPMENT TOTAL	$ -	$ -	$ -	$ -	$ -
SALES TAX STREET FUND CIP TOTALS	$ 150,000	$ -	$ 300,000	$ 400,000	$ 500,000

COMMUNITY CENTER FUND 035	Amount/Year				
	2017	2018	2019	2020	2021
CIP PROJECTS					
Refinish Gym Floor CC	$ 30,000				
Replace Lobby and MPR Flooring					$ 50,000
COMMUNITY CTR FUND PROJECT TOTAL	$ 30,000	$ -	$ -	$ -	$ 50,000
	Amount/Year				
	2017	2018	2019	2020	2021
CAPITAL EQUIPMENT					
COMMUNITY CTR FUND EQUIPMENT TOTAL	$ -	$ -	$ -	$ -	$ -
COMMUNITY CTR FUND CIP TOTALS	$ 30,000	$ -	$ -	$ -	$ 50,000

RECYCLING	Amount/Year				
	2017	2018	2019	2020	2021
CIP PROJECTS					
RECYCLING FUND PROJECT TOTAL	$ -	$ -	$ -	$ -	$ -
	Amount/Year				
	2017	2018	2019	2020	2021
CAPITAL EQUIPMENT					
Forklift (used)				$ 30,000	
Wood Chipper			$ 30,000		
RECYCLING FUND EQUIPMENT TOTAL	$ -	$ -	$ 30,000	$ 30,000	$ -
RECYCLING FUND CIP TOTALS	$ -	$ -	$ 30,000	$ 30,000	$ -

SPECIAL STREET 014	Amount/Year				
	2017	2018	2019	2020	2021
CIP PROJECTS					
KDOT/KLINK Projects (City Share)					$ 100,000
14th/Buckeye(Cedar) Geometric Impr.-KDOT		$ 642,000			
SPECIAL STREET FUND PROJECT TOTAL	$ -	$ 642,000	$ -	$ -	$ 100,000
	Amount/Year				
	2017	2018	2019	2020	2021
CAPITAL EQUIPMENT					
SPECIAL STREET FUND EQUIPMENT TOTAL	$ -	$ -	$ -	$ -	$ -
SPECIAL STREET FUND CIP TOTALS	$ -	$ 642,000	$ -	$ -	$ 100,000

STORM DRAIN 027	Amount/Year				
	2017	2018	2019	2020	2021
CIP PROJECTS					
SE Storm Drainage Improvements					
STORM DRAINAGE FUND PROJECT TOTAL	$ -	$ -	$ -	$ -	$ -
	Amount/Year				
	2017	2018	2019	2020	2021
CAPITAL EQUIPMENT					
STORM DRAINAGE FUND EQUIPMENT TOTAL	$ -	$ -	$ -	$ -	$ -
STORM DRAINAGE FUND CIP TOTALS	$ -	$ -	$ -	$ -	$ -
UNSCHEDULED:					
SE Storm Drainage Improvements	$ 3,800,000				