

NOTE: The City Commission will conduct a field visit to Flint Hill Grain, LLC's site located at 109 S. Elm Street for the purposes of viewing a proposed fall protection system extension. The viewing is open to the public and will begin at 3:15 pm on September 20, 2016.

**ABILENE CITY COMMISSION - STUDY SESSION AGENDA
DWIGHT D. EISENHOWER MEMORIAL BUILDING - 419 N. BROADWAY AVENUE
September 20, 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 FOR PRESENTATION AND DISCUSSION**
 - a. Abilene Cowboy Trail, Phase I
 - b. Convention and Visitors Bureau Board Appointments
 - c. Chisholm Trail Event Coordinator
4. **ITEMS PROPOSED FOR THE CONSENT AGENDA**
 - a. Meeting Minutes: September 12, 2016 regular meeting
5. **ITEMS TO BE PLACED ON THE REGULAR AGENDA**
 - a. A Resolution approving a License Agreement with Flint Hills Grain, LLC granting use of the S. Elm Street Public Right-of-Way.
6. **REPORTS**
 - a. City Manager's Report
7. **MEETINGS OF NOTE** (*Meetings at Abilene Public Library unless otherwise provided*)
 - Economic Development Council, September 21 at 4:00 pm
 - City Commission Meeting, September 26 at 4:00 pm
 - CVB Board, September 27 at 2:00 pm (Civic Center)
 - Tree Board Committee, September 27 at 5:00 pm
 - Airport Advisory Committee, October 3 at 5:00 pm
 - Commission Study Session, October 4 at 4:00 pm (City Hall)
 - League of Kansas Municipalities Annual Conference, October 8-10 (Overland Park, Kansas)



MEMORANDUM

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: Cowboy Trail, Phase I
DATE: September 16, 2016

ISSUE:

The City Commission is asked to review a conceptual plan for the implementation of Phase I of the Cowboy Trail and to discuss a proposed public meeting to obtain feedback from the neighborhood and general public.

BACKGROUND:

The Quality of Life Coalition and the City have been working on a conceptual plan for a pedestrian and bicycle trail to connect various amenities in Abilene with a safe alternate to the public streets. The primary goal of the plan is to use existing assets, such as the Mud Creek Levee, to reduce the overall cost of the implementation of the trail route.

The committee that has been working on the conceptual plan has developed a means of implementing Phase I so as to get the project moving forward. The idea is to get the Cowboy Trail started with capital funds from the City to generate forward momentum from the public to potential fund the remaining phases with a grassroots fundraising effort through the Citizeninvestor platform.

The proposal includes crossings at the intersection of NW 11th Street and Vine Street and a five-foot sidewalk to be built parallel to Vine Street to St. Michaels Drive and then to the end of St. Michaels Drive. An eight-foot limestone/sand path, similar to the walking path in Eisenhower Park, would be installed from St. Michaels Drive to NW 7th Street. This route would not be constructed for use by bicyclists, but a bike route could eventually be added to this route in the future.

RECOMMENDATION:

Staff recommends moving forward with a public meeting to ascertain input from the neighborhood and general public on the proposed improvements for Phase I. If the City Commission desires to move forward with construction in 2016, staff will take the input and develop a scope of work to be let to bid for construction this fall. If bids are too high or contractors are unresponsive, the City may elect to construct improvements in the spring of 2017.

FISCAL NOTE:

Staff estimates that the maximum cost of installing Phase I of the Cowboy Trail is \$22,500, although the actual cost is anticipated to be lower if the most economical route is selected. The City has obtained a grant of \$7,500 that may be used to help offset the cost of Phase I. In addition, at least one private donor has discussed providing some level of funding. The City has not budgeted this amount in its Capital Improvement Program for 2016, so any capital outlay would need to be appropriated from the General Fund Reserve.

ATTACHMENTS:

- Letter to USACE concerning proposed Phase I improvements to Mud Creek Levee
- Cross section of proposed Phase I improvements to Mud Creek Levee
- Map showing proposed alignment of Phase I improvements



Voice: 785.263.3510
Fax: 785.263.3594
www.abilenecityhall.com

Dwight D. Eisenhower Municipal Building
419 N. Broadway, PO Box 519
Abilene, Kansas 67410

Public Works Department
City of Abilene, KS

September 16, 2016

Subject: Abilene, KS Flood Control Project
Levee Station, 17 + 50 to 32 + 00, Left Bank
Proposed public walking trail

Mr. Jacob C. Owen P. E.
Chief, Geotechnical Branch
Geotechnical Design and Dam Safety Section
Army Corps of Engineers, Kansas City District
635 Federal Building
601 East 12th Street
Kansas City, MO 64106-2896

Dear Mr. Owen,

The City of Abilene, along with other area organizations such as Quality of Life Coalition and the Abilene Public Schools, requests your review and approval of the attached proposed plan. It is our desire to install a limestone/sand walking path on the crown of a section of the Flood Control levy here in Abilene. Our goal for potential start up on this, pending approval, would be in late October or early November 2016.

Enclosed is a cross section drawing of the typical levee and an aerial view showing the proposed path and overall area to be considered.

Sincerely,

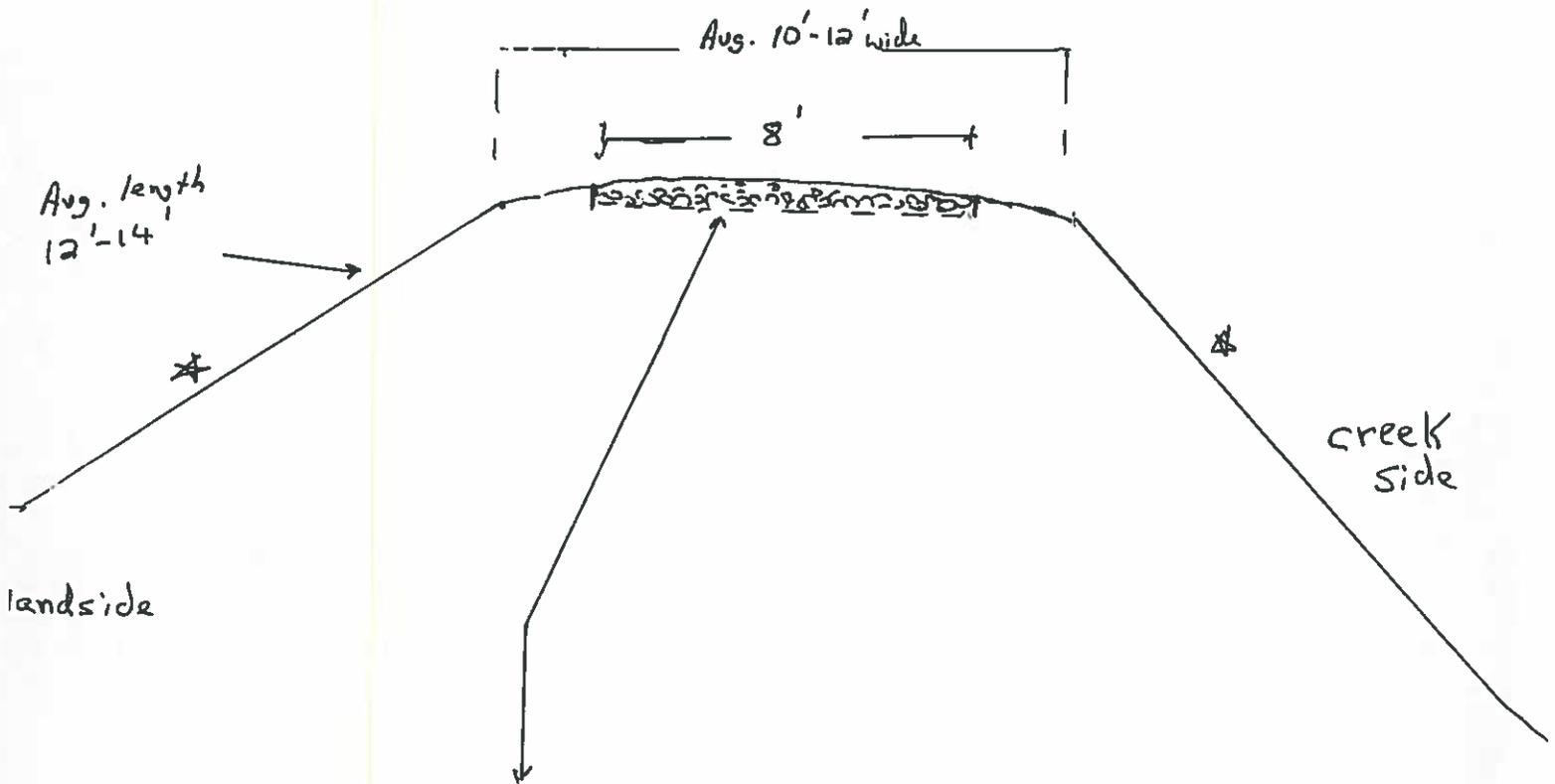
Lon Schrader
Abilene Public Works Director

Home of the Eisenhower Presidential Library and Museum

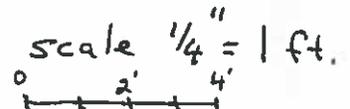


Dwight D. Eisenhower Municipal Building
 419 N. Broadway, PO Box 519
 Abilene, Kansas 67410

Cross section of levy and proposed limestone/sand foot trail



Remove 3" to 4" of existing sod, install 2" of compacted AB-3 (1 1/2"). Install 2" of Ag Lime/sand mixture, finish grade and compact.



* Slope angles are not to scale



NW 11TH ST

NW 10TH ST

N NINE ST

ST MICHAELS DR

1225

NW 7TH ST

NW 6TH ST

N POPLAR ST

60
Concrete
Walk

75

Reference Map

Printed: 9/15/2016

Beginning of walking
Path Sta. 17+50
Left Rank



End of
Walking Path
Sta. 32+00 ±
/ 01 0... 1

This map is for informational purposes only and should not be used to determine precise boundaries, roadways, property boundary lines or legal descriptions. It shall not be construed to be an official survey of any data depicted.

-Dichinson County GIS-





MEMORANDUM

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: Convention and Visitors Bureau Appointments
DATE: September 16, 2016

ISSUE:

The City Commission is asked to consider removal of a member of the Convention and Visitors Bureau Board due to a lack of attendance at meetings. The City Commission may also wish to discuss the composition requirements of the board in preparation for next year's appointments.

BACKGROUND:

Section 10 of Charter Ordinance No. 18 states as follows with respect to the membership of the Convention and Visitors Bureau board:

"Each member of the Convention and Visitors Bureau shall be a representative of one of the following groups:

- a. Owners, operators, or employees of persons engaged in the hotel or motel business within the City, whether such members reside inside or outside the City;*
- b. Representatives from agencies or organizations actively engaged in promoting tourism, or from facilities or organizations of historic or cultural attraction in the City or its environs;*
- c. Member of the general public;*
- d. Members of City board of commissions;*
- e. One member shall be the President or President's representative of the Abilene Chamber of Commerce board who shall serve a one year term.*

In making appointments to the bureau, the Mayor shall designate which group the appointed member is to represent. No more than four representatives from any one of the above groups shall be members of the committee at any time....

Any member who is absent for three consecutive regular meetings shall be deemed to have resigned and a successor shall be appointed."

RECOMMENDATION:

Staff recommends removal and replacement of board members who have not met the attendance requirements as provided in Charter Ordinance 18.

FISCAL NOTE:

There is no fiscal note for this item.

ATTACHMENTS:

- Charter Ordinance 18
- Charter Ordinance 24
- CVB Board Attendance Record 2015-16

(Published in the Abilene Reflector-Chronicle August 14, 2008, and August 21, 2008.)

CHARTER ORDINANCE NO. 18

A CHARTER ORDINANCE AMENDING CHARTER ORDINANCE NO. 15, WHICH IS A CHARTER ORDINANCE EXEMPTING THE CITY OF ABILENE, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1696 TO 12-16,101, INCLUSIVE, RELATING TO THE LEVY OF A TRANSIENT GUEST TAX FOR TOURISM AND CONVENTIONS

WHEREAS, K.S.A.12-1696 TO 12-16,101, inclusive, authorizes a levy by cities of a transient guest tax, which provisions are not uniformly applicable to all cities; and

WHEREAS, pursuant to Article 12, section 5 of the Constitution of the State of Kansas, cities may exempt themselves from such provisions and provide substitute and additional provisions therefore;

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

Section 1. The City of Abilene, Kansas, a city of the second class, by the power vested in it by Article 12, Section 5 of the Constitution of the State of Kansas, hereby elects to exempt itself from and makes inapplicable to it the provisions of K.S.A. 12-1696 to 12-16,101, inclusive, and to provide substitute and additional provisions as hereinafter set forth in this ordinance. The reference provisions are either enactments or parts thereof which are applicable to this city, but are not applicable uniformly to all cities.

Section 2. As used in this ordinance, the following words and phrases shall be defined as follows:

(a) "Person" means an individual, firm, partnership, corporation, joint venture or other association of persons;

(b) "Hotel or motel" means any structure or building which contains rooms furnished for the purposes of providing lodging, including bed and breakfasts, which may or may not also provide meals, entertainment or various other personal services to transient guests, and which is kept, used, maintained, advertised or held out to be public as a place where sleeping accommodations are sought for pay or compensation by transient or permanent guests;

(c) "Transient guest" means a person who occupies a room in a hotel, motel or bed and breakfast for not more than 28 consecutive days;

(d) "Hotel or motel business" means any person engaged in the business of renting, leasing or letting quarters, sleeping accommodations, rooms or a part thereof in connection with any hotel, motel or bed and breakfast;

(e) "Convention and Tourism Promotion" means: (1) activities to attract visitors into the community through marketing efforts, including advertising, directed to at least one of the five basic convention and tourism market segments consisting of group tours, pleasure travelers, association meetings and conventions, trade shows and corporate meetings and travel; and (2) support of those activities and organizations which encourage increased lodging facility occupancy;

(f) "Touring" means a trip, excursion or circular journey for business recreation or education.

Section 3. A transient guest tax shall be levied in the City of Abilene, Kansas, at a rate not to exceed 9 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. The percentage and effective date of such tax shall be determined by the Governing Body and shall be specified in a resolution authorizing the same.

Section 4. The transient guest tax levied pursuant to the ordinance shall be based upon the gross rental receipts collected by any hotel or motel business.

Section 5. The tax levied pursuant to this ordinance shall be paid by the consumer or user to the hotel or motel business and it shall be the duty of each and every such business to collect from the consumer or user the full amount of any such tax, or an amount equal as nearly possible or practical to the average equivalent thereof. Each hotel or motel business collecting the tax levied hereunder shall be responsible for paying it over to the State Department of Revenue in the manner prescribed by K.S.A. 12-1698, and any amendments thereto, and the State Department of Revenue shall administer and enforce the collection of such tax as provided herein.

Section 6. The tax levied and collected pursuant to Section 3 of this ordinance shall become due and payable in a manner prescribed by K.S.A. 12-1698, and amendments thereto, except that all taxes remaining after the 2 percent deduction for expenses of the Department of Revenue in administration and enforcement of the collection thereof shall be remitted to the City of Abilene, and shall be credited to the Convention and Visitor Fund hereinafter established and shall only be expended out of said fund as hereinafter provided.

Section 7. A "Convention and Visitor Fund" is hereby established to receive disbursements of money from the Secretary of Revenue of the State of Kansas, as provided in subsection (d) of K.S.A. 12-1698.

Section 8. Monies in the "Convention and Visitor Fund" shall only be expended as follows:

(a) The Convention and Visitor Bureau hereinafter established shall annually consider all requests for expenditure of transient guest tax funds, and shall prepare a budget of expenditures for each year to be submitted to the Governing Body for its approval and action.

(b) The Governing Body shall consider the expenditures proposed from the Convention and Visitor Fund by the Convention and Visitor Bureau, and shall adopt a budget of such expenditures which may vary from the proposal of the Convention and Visitor Bureau in the discretion of the Governing Body. The Governing Body may at any time seek further advice and recommendations from the Convention and Visitor Bureau regarding such expenditures, but reserves the exclusive authority to make final decisions on them.

(c) Such funds may be used:

(1) to contact with any agency, organization or group of firms to promote conventions 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 conventions and tourism;

(5) to promote the general economic welfare of the City and its environs, including the attraction of tourist related industries.

Section 9. A "Convention and Visitor Bureau" is hereby established to advise the Governing Body and make recommendations concerning programs and expenditures for conventions and tourism. The bureau will consist of thirteen members appointed by the Mayor and confirmed by the City Commission. Members shall be appointed for terms of three years each and each shall serve until a successor is appointed and qualified. The member of the Abilene Chamber of Commerce shall serve a one (1) year term ending April 30 each year. Any vacancies in the membership of the bureau shall be filled by the appointment of a new member as in the case of the original appointment, to fill the unexpired terms of the member whose office is vacant.

Section 10. Each member of the Convention and Visitor Bureau shall be a representative of one of the following groups:

(a) Owners, operators or employees of persons engaged in the hotel or motel business within the City, whether such members reside inside or outside the City;

(b) Representatives from agencies or organizations actively engaged in promoting tourism, or from facilities or organizations of historic or cultural attraction in the City or its environs;

(c) Member of the general public;

(d) Members of City board or commissions;

(e) One member shall be the President or President's representative of the Abilene Chamber of Commerce board who shall serve a one year term.

In making appointments to the bureau, the Mayor shall designate which group the appointed member is to represent. No more than four representatives from any one of the above groups shall be members of the committee at any time. The bureau shall hold regular meetings at a time and place to be established by them, subject to approval of the Governing Body. All meetings shall be open to the public. The bureau shall elect a chairman and secretary, which shall also be the vice-chairman. No member of the bureau shall receive any compensation for service thereon. Any member who is absent for three consecutive regular meetings shall be deemed to have resigned, and a successor shall be appointed.

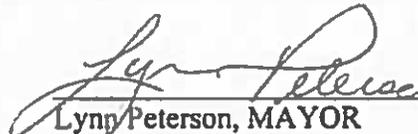
Section 11. The City of Abilene, Kansas, upon adoption of a resolution authorizing a levy of a transient guest tax, shall have authority to contract for the expenditure of monies from the Convention and Visitor Fund.

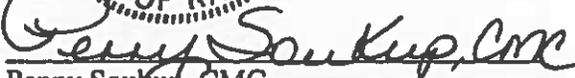
Section 12. This charter ordinance shall be published once each week for two consecutive weeks in the official City newspaper.

Section 13. This charter ordinance shall take effect 61 days after final publication unless a sufficient petition for a referendum is filed, and a referendum is held on the ordinance as provided in Article 13, Section 5(c)(3) of the Constitution of the State of Kansas, in which case the ordinance shall become effective if approved by a majority vote of the electors voting thereon.

PASSED by the Governing Body, not less than two-thirds of the members elected voting in favor thereof August 11th, 2008.




Lynn Peterson, MAYOR


Penny Soukup, CMC
CITY CLERK

CHARTER ORDINANCE NO. 24

A CHARTER ORDINANCE AMENDING SECTION 9 OF CHARTER ORDINANCE NO. 15 RELATING TO THE NUMBER OF MEMBERS CONSTITUTING THE CONVENTION AND VISITORS BUREAU OF THE CITY OF ABILENE, KANSAS

WHEREAS, the City of Abilene, Kansas, is a city of the Second Class;

WHEREAS, K.S.A. 12-1696 to 12-16,101, inclusive, authorizes a levy by cities of a transient guest tax, which provisions are not uniformly applicable to all cities; and

WHEREAS, the City of Abilene, Kansas, has previously adopted Charter Ordinance No. 15, and subsequent amendments thereto, exempting itself from the provisions of K.S.A. 12-1696 to 12-16,101, inclusive, and to provide substitute and additional provisions as set forth in that ordinance and subsequent amendments thereto; and

WHEREAS, pursuant to Article 12, Section 5(c)(4), cities may amend previously adopted Charter Ordinances.

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

SECTION 1. That Section 9 of Charter Ordinance No. 15, and subsequent amendments thereto, relating to the number of members constituting the Convention and Visitor Bureau, is hereby amended to state as follows:

Section 9. A "Convention and Visitors Bureau" is hereby established to advise the Governing Body and make recommendations concerning programs and expenditures for conventions and tourism. The Bureau will consist of seven members appointed by the Mayor and confirmed by the City Commission. Initially, four members shall be appointed for terms ending April 30, 2014; two members for terms ending April 30, 2015; and one member shall be a representative designated by the Abilene Area Chamber of Commerce, who shall serve for a one year term. Thereafter, at the expiration of terms of the original members, their successors shall be appointed for terms of three years each, and each shall serve until a successor is appointed and qualified. The member from the Abilene Area Chamber of Commerce shall serve a one year term ending April 30th each year. Any vacancies in the membership of the Bureau shall be filled by appointment of a new member as in the case of the original appointment, to fill the unexpired term of the member whose office is vacant.

SECTION 2. This Charter Ordinance shall published once each week for two successive weeks in the official City newspaper, but this Charter Ordinance shall not become effective until sixty days after its final publication, and provided that it shall not take effect if within sixty days of its final publication a petition signed by a number of electors of the City equal to not less than Ten Percent of the number of electors who voted at the last preceding regular City election shall be filed with the City Clerk of such City demanding that such Charter Ordinance be submitted to a vote of the electors. It shall not take effect until submitted to a referendum and approved by a majority of the electors voting thereon.

PASSED AND ADOPTED by the Governing Body of the City of Abilene, Kansas, this 8th day of July, 2013.



CITY OF ABILENE, KANSAS

By John F. Ray
John F. Ray, Mayor

Penny Soukup, CMC
Penny Soukup, CMC
City Clerk

2015 CVB Board Members Roll Call

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Attendance %
Deb Sanders	X	X	X	X	X	X	X	X	X	X	X	X	100%
Jeff Sheets	-	X	X	X	X	X	X	X	X	X	X	X	92%
Mary Jane Oard	-	X	X	X	X	X	X	X	X	X	X	X	92%
Sharon Peterson	X	X	X	X	X	X	-	X	X	X	X	-	83%
Mukul Ghosh	X	-	-	X	X	-	X	-	-	-	X	-	42%
CVB Director	X	X	X	X	X	X	X	X	X	X	X	X	100%
Chamber of Commerce	X	X	X	X	X	X	-	-	X	X	X	X	83%

2016 CVB Board Members Roll Call

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Attendance %
Deb Sanders	X	X	X	X	X	X	X	N/A					58%
Jeff Sheets	-	X	-	X	-	X	X	N/A					33%
Mary Jane Oard	-	X	X	X	X	X	X	N/A					50%
Sharon Peterson	-	X	X	X	X	-	X	N/A					42%
Mukul Ghosh	-	-	-	-	-	-	X	N/A					8%
CVB Director	X	X	X	X	X	X	X	N/A					58%
Chamber of Commerce	X	X	X	X	-	X	X	N/A					50%

Total Attendance

Deb Sanders	100%
Jeff Sheets	79%
Mary Jane Oard	89%
Sharon Peterson	79%
Mukul Ghosh	32%
CVB Director	100%
Chamber of Commerce	84%



MEMORANDUM

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: Trails, Rails, and Tails (Chisholm Trail) Event Coordinator
DATE: September 16, 2016

ISSUE:

The City Commission is asked to consider extending an agreement with Michael Hook to serve as Event Coordinator for another year in preparation of next year's Trails, Rails, and Tails event to celebrate the 150th anniversary of the Chisholm Trail.

BACKGROUND:

With the adoption of Resolution No. 020816-2, the City Commission approved an agreement with Michael Hook to serve as Event Coordinator for this year's Trails, Rails, and Tails event in preparation for next year's celebration of the 150th anniversary of the Chisholm Trail. This year's event was largely a success for the community and served as a good prelude to what is anticipated to be a much larger event next year. It is estimated that over 5,000 people took part in the festivities during Labor Day weekend. Final figures for the event are still being calculated, but gate receipts totaled over \$21,000.

The agreement with Michael Hook ends on January 30, 2017, although planning efforts for next year's celebration are already underway. Michael played a critical role in planning and organizing this year's event and much of the event's success may be attributed to the committee's and his efforts. Since planning is already underway for 2017, the City Commission needs to discuss whether the City will continue to fund the event coordinator agreement in order to provide some certainty for the 2017 event planning.

RECOMMENDATION:

Staff recommends continuing the agreement with Michael Hook to provide certainty for the event planning and coordination of the 2017 Trails, Rails, and Tails event. Staff will prepare the necessary documents for the City Commission's if the Commission desires to renew the agreement with Michael Hook.

FISCAL NOTE:

The agreement with Michael Hook cost the City \$35,000, which was paid from funds appropriated from the General Fund reserve by Resolution No. 022216-1. Although a total count of the receipts and expenses for this year's event has not been finalized, it is unlikely the event generated enough revenue to fund the position next year. As such, if the City Commission desires to continue the agreement with Michael Hook for next year the funds will have to come from the General Fund reserve.

ATTACHMENTS:

- Resolution No. 020816-2 approving an agreement with Michael Hook for event coordination services
- Resolution No. 022216-1 authorizing use of General Fund Reserve to fund event coordinator

RESOLUTION NO. 020816-2

A RESOLUTION APPROVING AN AGREEMENT FOR CONVENTION AND VISITORS BUREAU EVENT COORDINATOR SERVICES

WHEREAS, the governing body desires to contract with an Event Coordinator to assist in the planning and coordination of the Sesquicentennial Celebration of the historic Chisholm Trail and related events;

WHEREAS, the governing body desires to enter into an Agreement for Convention and Visitors Bureau Event Coordinator Services ("Agreement") with Michael Hook ("Consultant") for such purposes.

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

SECTION ONE. Agreement. That an Agreement for Convention and Visitors Bureau Event Coordinator Services is hereby adopted as attached hereto as Exhibit A.

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

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

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 8th day of February, 2016.



Penny Soukup, CMC
Penny Soukup, CMC
City Clerk

CITY OF ABILENE, KANSAS

By: *Dennis P. Weishaar*
Dennis P. Weishaar, Mayor

EXHIBIT A

**Agreement for Convention and Visitors Bureau
Event Coordination Services**

February 8, 2016

AGREEMENT
for
CONVENTION AND VISITORS BUREAU EVENT COORDINATOR SERVICES

This Agreement is entered into February 8, 2016, by and between the City of Abilene, Kansas, (the "City") and Michael Hook (the "Consultant").

Recitals

A. The City desires to contract with an event coordinator to oversee, plan, direct, coordinate, promote, and manage various special events and activities of the Convention and Visitor's Bureau ("CVB") in connection with various city-wide events commemorating the Chisholm Trail's 150th anniversary, all in compliance with federal, state, and local regulations.

B. The Consultant has the requisite qualifications and experience to perform the services needed by the City and desires to perform those services pursuant to the terms of this Agreement.

The parties, in consideration of the mutual promises set forth in this Agreement, agree and covenant:

1. **Responsibilities of the Consultant.** The Consultant agrees to perform all of the responsibilities outlined in the Request for Proposals for Event Coordinator, dated December 2015, together with the Consultant's submitted proposal in response thereto, the terms of which are incorporated into this Agreement by reference as if fully set forth herein.

2. **Term; Schedule.** The term of this Agreement shall be deemed to have commenced on February 1, 2016, and shall terminate on January 30, 2017, subject to the potential for prior termination pursuant to the terms of this Agreement. The services to be performed pursuant to this agreement shall be performed with due diligence at all times during the term.

3. **Payment.** The City shall pay the Consultant the sum of \$35,000.00 for the performance of all responsibilities under this Agreement, payable in equal installments of \$1,458.33 to coincide with the payment of the City's accounts payable.

4. **Indemnification.** To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its agents, representatives, officers, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees and court costs) attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, to the extent that such claims, damages, losses, and expenses are caused by the wrongful acts, negligent acts, errors, or omissions arising out of or related to the services of the Consultant, its employees, agents, or any tier of subcontractors in the performance of this Agreement.

5. **Voluntary Termination.** Either party may terminate this Agreement, with or without cause, upon thirty (30) days advance written notice to the other party. In the event of such termination, the Consultant shall be compensated for such services as have been satisfactorily performed through the date of termination, but no compensation shall be earned after the effective date of the termination. Within five (5) days of any such termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material prepared by the Consultant pursuant to this Agreement shall be delivered to the City. Notwithstanding the above, the Consultant shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Consultant, and the City may withhold any payments to the Consultant for the purposes of set-off until such time as the exact amount of damages due the City from the Consultant may be determined.

6. **Default.** If either party fails to comply with any term of this Agreement within ten (10) days after written notice to comply has been mailed by the non-defaulting party to the defaulting party, such failure shall be deemed an immediate breach of this Agreement ("Event of Default").

7. **Remedies.** Upon the occurrence of an Event of Default, the non-defaulting party shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

7.1. **Termination.** The non-defaulting party shall have the right to terminate this Agreement or terminate the defaulting party's rights under this Agreement.

7.2. **Other Remedies.** The non-defaulting party may pursue any available remedy at law or in equity (including specific performance) by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations set forth in this Agreement, to enforce or preserve any other rights or interests of the non-defaulting party under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the non-defaulting party resulting from such Event of Default.

8. **Non-Assignable.** Due to the unique qualifications and capabilities of the Consultant, neither the rights nor responsibilities provided for under this Agreement shall be assignable by either party, either in whole or in part.

9. **Notices.** All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, commercial courier or overnight air courier service. Notice shall be considered given when received on the date appearing on the return receipt, but if the receipt is not returned within five (5) days, then three (3) days after mailed, if sent by registered or certified mail or commercial courier service; or the next business day, if sent by overnight air courier service. Notices shall be addressed as appears below for each party, provided that if any party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

CITY: City Clerk
P.O. Box 519
Abilene, KS 67410-0519

CONSULTANT: Michael Hook
1105 N. Buckeye Avenue
Abilene, KS 67410

10. **Non-appropriation.** The City is subject to Kansas budget and cash basis laws, and operates on a calendar fiscal year. In the event that this Agreement involves financial obligations spanning multiple fiscal years for the City, it is subject to annual appropriation by the City's governing body for future fiscal years. If the City's governing body does not appropriate the funds necessary to fulfill the City's financial obligations pursuant to this Agreement, the City shall so notify the other parties to this Agreement and this Agreement shall be null and void for purposes of the fiscal year(s) affected by the decision of the governing body not to appropriate.

11. **Relationship.** It is expressly understood that Consultant in performing services under this Agreement, does so as an independent contractor. The City shall neither have nor exercise any control or direction over the methods by which Consultant performs its responsibilities. The sole interest and responsibility of the City is to see that the services covered by this Agreement are performed and rendered in a competent, efficient, and satisfactory manner. Consultant shall be exclusively responsible for all taxes, withholding payments, employment-based benefits, deferred compensation plans, including but not limited to its workers compensation and social security obligations, and the filing of all necessary documents, forms, or returns pertinent to the foregoing.

12. **Subcontracting.** Consultant shall not subcontract any work or services under this Agreement without the City's prior written consent.

13. **Compliance with Applicable Law.**

Consultant shall comply with all applicable federal, state, and local law in the performance of this Agreement.

14. **Administration of Agreement.** All references in this Agreement requiring the City's participation or approval shall mean the participation or approval of the City Manager or his designee, unless otherwise provided herein.

15. **Applicable Law; Venue.** This Agreement and its validity, construction and performance shall be governed by the laws of Kansas. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be in the Dickinson County, Kansas District Court.

16. **Severability.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

17. **Persons Bound.** This Agreement shall extend to and bind the heirs, executors, administrators, trustees, successors and authorized assigns of the parties hereto.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, or in multiple originals, and all such counterparts or originals shall for all purposes constitute one agreement.

19. **Amendments.** Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

20. **Waiver.** No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

21. **Merger Clause.** These terms are intended by the parties as a complete, conclusive and final expression of all the conditions of their Agreement. No other promises, statements, warranties, agreements or understandings, oral or written, made before or at the signing thereof, shall be binding unless in writing and signed by all parties and attached hereto.

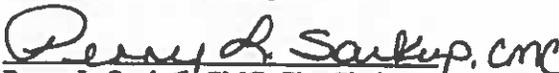
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives.

CITY OF ABILENE, KANSAS

By:


Dennis P. Weishaar, Mayor

Attest:


Penny L. Soukup, CMC, City Clerk

CONSULTANT


Michael Hook

RESOLUTION NO. 022216-1

A RESOLUTION AUTHORIZING USE OF THE GENERAL FUND RESERVE TO FUND AN EVENT COORDINATOR FOR THE CHISHOLM TRAIL SESQUICENTENNIAL CELEBRATION

WHEREAS, the governing body contracted with Michael Hook ("Consultant") to provide event coordination services ("Services") to assist in the planning and coordination of the Sesquicentennial Celebration of the historic Chisholm Trail and related events;

WHEREAS, the City's Financial and Budgetary Policy states that funds in excess of undesignated fund balance in the General Fund reserve may be used to fund one-time expenditures which do not substantially increase recurring operating costs subject to approval of the governing body;

WHEREAS, the governing body desires to appropriate funds from the General Fund undesignated fund balance, as provided in the City's Financial and Budgetary Policy, to fund said Services.

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

SECTION ONE. Findings. The governing body hereby finds that the Services to be provided by Consultant is a one-time expenditure which does not substantially increase recurring operating costs, and that are necessary for the success of the planning and coordination of an important community event. The governing body further finds that the General Fund will remain in compliance with all applicable policies governing the General Fund fund balance.

SECTION TWO. Appropriation of Funds. The governing body hereby appropriates \$35,000 from the General Fund undesignated fund balance to fund the Services to be provided by Consultant as outlined in the Agreement for Services as approved by Resolution No. 020816-2.

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

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 22nd day of February, 2016.



Penny Soukup, CMC
Penny Soukup, CMC
City Clerk

CITY OF ABILENE, KANSAS

By: *Dennis P. Weishaar*
Dennis P. Weishaar, Mayor



**Abilene City Commission Minutes
Abilene Public Library
September 12, 2016 @ 4:00 p.m.
Abilene, Kansas**

1. Call to Order

2. Roll Call – City Commission Present: Mayor Marshall, Commissioners Dale, Weishaar and Shafer. Absent: Commissioner Payne.

Staff Present: City Manager Dillner, Human Resources Director/City Clerk Soukup, City Attorney Martin, Finance Director Rothchild, Public Works Director Schrader, Parks & Recreation Director Foltz, Community Development Director Shea, Police Chief Mohn, interim CVB Director Purkis and Fire Chief Sims.

Others Present: Michelle Stephens, Leesa Hettenbach, Sharon Roberts Meyer, Don Meyer, Amy Hook, Michael Hook, Kathy Lounsbury, Georgia Reynolds, Rod Markley, James Stout, Jeffrey Haaga, Brooklyn Haaga, Claire Anderson, Mary Jane Oard, James Holland, Hank Royer, Cecilia Harris, Velda Becker, Nance Scholl, April Barker and Mike Heronemus.

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

Consent Agenda

4. Agenda Approval for the September 12, 2016 City Commission Meeting
5. Meeting Minutes: August 22, 2016, Regular Meeting
6. Designation of Commissioners Shafer and Weishaar as voting delegates and City Manager Dillner as alternate voting delegate for the 2016 League of Kansas Municipalities annual business meeting.

Motion by Commissioner Shafer, seconded by Commissioner Weishaar to approve the Consent Agenda as presented. Motion carried unanimously 4-0.

Public Comments and Communications

7. 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.

Kathy Lounsbury, 106 S. Buckeye said she gave pictures to the Commission. She spoke regarding the property next to her at 104 S. Buckeye have so much trash and it is overflowing into her yard. She said she has spoke to the City Manager and the City Inspector. She said for 10 years she has been asking the City do to something about it. She asked that something be done.

Jeffrey Haaga, served a two year term as friendship ambassador between Abilene and Omitama Japan. I was the 13th friendship ambassador. His duties included 20 hours a week at Minori Junior High School teaching 740 7th, 8th and 9th graders. The remainder of his time was spent out in the community and the City Office. He gave an update on his activities while he was there. He thanked everyone for their support.

8. 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

9. Constitution Day Proclamation.

Mayor Marshall read the proclamation and presented it to the Daughters of the American Revolution.

10. Sister City Delegation Presentation.

Clair Anderson Chairman of the Sister City Board and Jeffrey Haaga presented gifts from Omitama Japan. They explained the meaning of the gifts.

11. Trails, Rails, and Tales Committee Recognition.

Interim CVB Director, Glenda Purkis said they had a wrap up meeting last week and have started a list of things that went well and things that we could change for next year. I would like to acknowledge Deb and Tim Sanders for their work, Michael and Amy Hook for their work, there were over two hundred volunteers that showed up. A steering committee that took over responsibilities and ran with them. We have had so many positive comments about the event. We could not have done it without the Cities support and City Staff support. Central Kansas Free Fair and Wild Bill Hickok Boards also donated.

City Manager Dillner said he wanted to also recognize Glenda Purkis for putting in her time on the event and agreeing to come back as the interim Director to help facilitate the event.

Public Hearings

12. None.

Old Business

13. There was no old business.

New Business

14. Consideration of a motion to accept a bid of \$336,949.20 from APAC-Kansas, Inc. for KLINK 1R Resurfacing Project from 21st Street to 2400 Avenue.

City Manager Dillner said that we received one bid on the KLINK project and it was less than the Engineers estimate. The bid was from APAC-Kansas for \$336,949.20.

Public Works Director Schrader said they will probably start in October and take about a week.

Motion by Commissioner Weishaar, seconded by Commissioner Shafer to **ACCEPT A BID OF \$336,949.20 FROM APAC-KANSAS, INC. FOR KLINK 1R RESURFACING PROJECT FROM 21ST STREET TO 2400 AVENUE.** Motion carried unanimously 4-0

15. Consideration of a Resolution approving a License Agreement with Flint Hills Grain, LLC granting use of the S. Elm Street public right-of-way.

City Manager Dillner said Flint Hills Grain, LLC has requested a twenty five foot extension off the fall protection system and in doing so asking for use of the S. Elm Street public right-of-way.

Commissioner Dale recommended the City Commissioners go on a field trip to look at the property.

Hank Royer expressed his concerns with allowing Flint Hills Grain LLC to encroach on the right of way citing past encroachments to the right of way by them and asked the Commissioners to consider not approving the request.

City Attorney Martin stated that the City Commission has absolutely no obligation to grant this request, it is permission that is granted by the governing body if you were to approve this license agreement. This license agreement is not set up to last forever and the City can terminate it if they wish.

Motion by Commissioner Dale, seconded by Commissioner Shafer to table this request and take a field trip down there and be able to make a more educated decision. Motion carried 3-1, Commissioner Weishaar voting no.

City Manager Dillner said this will have to be a special meeting of the Commission so we need to make the public aware of that.

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

Motion by Commissioner Weishaar, seconded by Commissioner Shafer to recess into executive session at 4:36 p.m. for fifteen minutes to include the City Manager and City Attorney. Motion carried unanimously 4-0.

17. Consideration of a motion to return from executive session with no action being taken.

Motion by Commissioner Shafer, seconded by Commissioner Dale to return to regular session at 4:45 p.m. Motion carried unanimously 4-0.

There was no action taken in executive session.

Reports

18. City Manager's Report

Commissioner Dale asked about the financial report on the Chisholm Trail event and final expenses. He also wanted a report on the City Department contributions and the indirect cost of help from the other departments.

City Manager Dillner said there is a case pending in municipal court regarding the Matas property, the court date is September 19th.

Adjournment

19. Consideration of a motion to adjourn the September 12, 2016 City Commission meeting.

Motion by Commissioner Dale, seconded by Commissioner Shafer to adjourn at 4:49 p.m. Motion carried unanimously 4-0.

(Seal)

Dee Marshall, Mayor

ATTEST:

Penny L. Soukup, CMC
City Clerk



MEMORANDUM

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: Flint Hills Grain, LLC Use of Right-of-Way License
DATE: September 2, 2016

ISSUE:

The City Commission is asked to consider a Use of Right-of-Way License Agreement with Flint Hills Grain, LLC concerning a proposed twenty-five foot extension of a fall protection system over the S. Elm Street right-of-way as depicted on a map provided by Flint Hills Grain, LLC.

BACKGROUND:

Flint Hills Grain, LLC desires to extend its fall protection system approximately twenty-five feet to the east of the existing fall protection system. The extension would extend over the other half of S. Elm Street. Flint Hills Grain, LLC estimates that there will be approximately twenty feet of clearance between the system and the street, which would be sufficient for a motor vehicle to drive under.

The right-of-way for S. Elm Street in the block south of SW 2nd Street is seldom used by the public, and the portion of S. Elm Street proposed for the extension is not accessible by through traffic. The street does not extend south of the existing rail spur and the City does not have any plans to extend S. Elms Street south to SW 3rd Street.

ALTERNATIVES:

1. Approve attached resolution as written.
2. Reject the attached resolution.
3. Provide staff additions or changes for resolution.

RECOMMENDATION:

Staff recommends approval of Option 1 due to its limited impact to the public right-of-way and the City's ability to terminate the License Agreement if it determines that such Agreement is no longer in the public interest.

FISCAL NOTE:

There is no fiscal note on this item.

ATTACHMENTS:

- Proposed Resolution approving License Agreement
- Proposed License Agreement
- Documentation provided by Flint Hills Grain, LLC

RESOLUTION NO. _____

**A RESOLUTION APPROVING A LICENSE AGREEMENT WITH FLINT HILLS GRAIN, LLC
GRANTING USE OF THE S. ELM STREET PUBLIC RIGHT-OF-WAY**

WHEREAS, the City of Abilene desires to enter into a License Agreement (“Agreement”) for the use of public right-of-way with Flint Hills Grain, LLC (“Applicant”).

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

SECTION ONE. License Agreement. That the Agreement with Applicant is hereby adopted as attached hereto as **Exhibit A**.

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

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

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this ____ day of _____, 2016.

CITY OF ABILENE, KANSAS

By: _____
Dee Marshall, Mayor

ATTEST:

Penny Soukup, CMC
City Clerk

EXHIBIT A

License Agreement

Flint Hills Grain, LLC

LICENSE AGREEMENT

This License Agreement is entered into this ____ day of September, 2016, by and between the City of Abilene, Kansas ("City") and Flint Hills Grain, LLC, a Delaware limited liability company ("Licensee").

Recitals

A. Licensee owns certain real estate ("the Property") commonly known as 109 S. Elm St., Abilene, Kansas, and legally described on Exhibit A attached hereto.

B. The City is the holder of a public right-of-way for S. Elm Street ("Right-of-Way") adjacent to and abutting the East side of the Property.

C. Licensee wishes, in connection with its use of the Property for grain storage, to extend its existing fall protection system attached to the structures on the Property ("the Improvements"), which Improvements will extend approximately twenty-five feet over the Right-of-Way.

D. The City's Public Works Department has concluded that under the circumstances, allowing Licensee to maintain the Improvements in the proposed location will not interfere with the current public use of the Right-of-Way.

THE PARTIES THEREFORE AGREE:

1. Grant of License. The City grants a license to Licensee for the construction and maintenance of the Improvements as described and depicted on the attached and incorporated Exhibit B (the "License").

2. Term of License. The License shall commence upon execution of this License Agreement and shall continue until the earlier of:

A. Notification of City by the Licensee of desire by Licensee to terminate the use of the Right-of-Way License. Such termination shall occur no less than one hundred eighty (180) days following such notice.

B. Notification of Licensee by the City that the public interest is best served by the use of the Right-of-Way in a manner in conflict with the License, and that the License shall terminate no less than one hundred eighty (180) days following such notice.

3. Responsibilities Upon Notification of Termination. If notice of termination of the License is given pursuant to paragraph 2.B, Licensee must remove that portion of the Improvements that extend over the Right-of-Way no later than the designated license termination date. If Licensee fails to remove that portion of the Improvements that extend over the Right-of-Way prior to the License termination date, the City may cause the necessary work to be performed and charge the

cost of the work against Licensee and/or assess the costs as a special assessment against the Property.

4. No Representations. Licensee agrees that the City has made no representations to it with respect to the Right-of-Way or its condition, and that it is not relying on any representations of the City or its agents with respect to the Right-of-Way or its condition. This License grants the licensee a license to use the Right-of-Way in its present condition, "as is," without any warranties, representations, or assurances from the City as to condition, quality, or title.

5. Indemnification and Hold Harmless. The Licensee shall defend, indemnify, and hold harmless the City, its agents, representatives, officers, officials, and employees from and against any and all claims, damages, losses, judgments and expenses (including but not limited to attorney fees and court costs) that may arise from or in any way relate to this Agreement or the Licensee's use of the Right-of-Way.

6. Notices. Any notice to either party shall be sufficient if mailed by United States mail, postage prepaid, at the following addresses:

City of Abilene, Kansas
c/o City Clerk
P.O. Box 519
Abilene, KS 67410-0519

Flint Hills Grain, LLC
c/o Scott Sorrows
1331 Capitol Ave.
Omaha, NE 68102

7. Other Approvals. Any permission granted pursuant to this License Agreement to install the Improvements shall be subject to and conditional upon approval by the railroad, where applicable.

8. Binding Effect. The City and Licensee agree that this Agreement shall be recorded with the Office of the Dickinson County Register of Deeds and shall be indexed to the Property. This License shall "run with the land" in relation to the Property and shall be binding upon and inure to the benefit of the Licensee, its authorized or permitted successors and assigns, and any subsequent owners of all or any portion of the Property.

{Signature page follows}

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives.

CITY OF ABILENE, KANSAS (“CITY”)

FLINT HILLS GRAIN, LLC (“LICENSEE”)

By: _____
Dee Marshall, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Penny Soukup, CMC, City Clerk

STATE OF KANSAS, COUNTY OF DICKINSON, ss:

This instrument was acknowledged before me on the ____ day of September, 2016, by Dee Marshall as Mayor of the City of Abilene, Kansas, and Penny Soukup as City Clerk for the City of Abilene, Kansas.

My appointment expires:

Notary Public

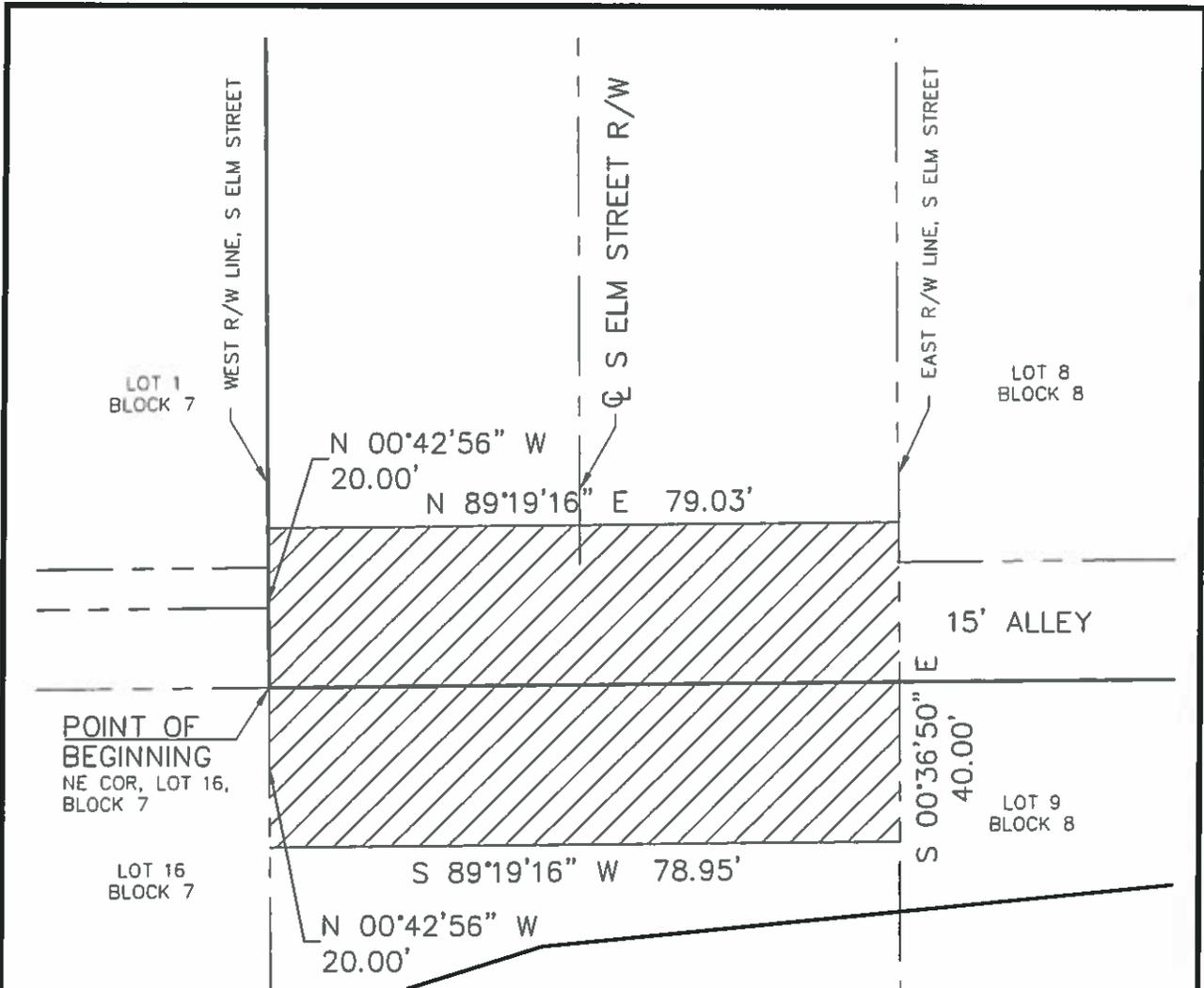
STATE OF _____, COUNTY OF _____, ss:

This instrument was acknowledged before me on the ____ day of September, 2016 by _____ as _____ of Flint Hills Grain, LLC, a Delaware limited liability company.

My appointment expires:

Notary Public

EXHIBIT A
Legal Description of Property



DESCRIPTION:

THAT PORTION OF PLATTED ELM STREET RIGHT-OF-WAY, BEING DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHEAST CORNER OF LOT 16, BLOCK 7, ORIGINAL TOWN OF ABILENE; THENCE WITH AN ASSUMED BEARING OF N 00°42'56" W 20.00 FEET ON THE WEST RIGHT-OF-WAY LINE OF ELM STREET; THENCE N 89°19'16" E 79.03 FEET TO THE EAST RIGHT-OF-WAY LINE OF ELM STREET; THENCE ON SAID EAST RIGHT-OF-WAY LINE, S 00°36'50" E 40.00 FEET; THENCE S 89°19'16" W 78.95 FEET TO SAID WEST RIGHT-OF-WAY LINE OF ELM STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE, N 00°42'56" W 20.00 FEET TO THE POINT OF BEGINNING. CONTAINS 3,160 SQUARE FEET, 0.07 ACRE, MORE OR LESS.

END OF DESCRIPTION

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS EXHIBIT IS AN ASSUMED BEARING OF N 00°40'44" W ON THE WEST RIGHT-OF-WAY LINE OF S ELM STREET.



2319 NORTH JACKSON | P.O. BOX 1304
 JUNCTION CITY, KANSAS 66441
 PH. (785) 762-5040 | FAX (785) 762-7744
 jckveng.com | www.kveng.com

KAW VALLEY ENGINEERING

SEPTEMBER 8, 2016
 7187EXBJ RW ESMT

Exhibit B
Depiction and Description of Improvements



SCR: 18761

System Description

6 91, C123 & 20' to 3 options

AREA: EAST & WEST BAIL ADDITIONS

(S) USEAS

- NO NEW USER SETS
- 7C USER
- 30 MIN TERMINAL
- GOOD ACCESS
- COL 6" DOWN
- 570 HOURS
- LOCAL JOHN
- NON UNION OF
- LOSTHE ONLY
- CHARD MIKE



~~Specialized~~
~~Diagnose/required~~
~~Access provided~~
~~Power line issues~~

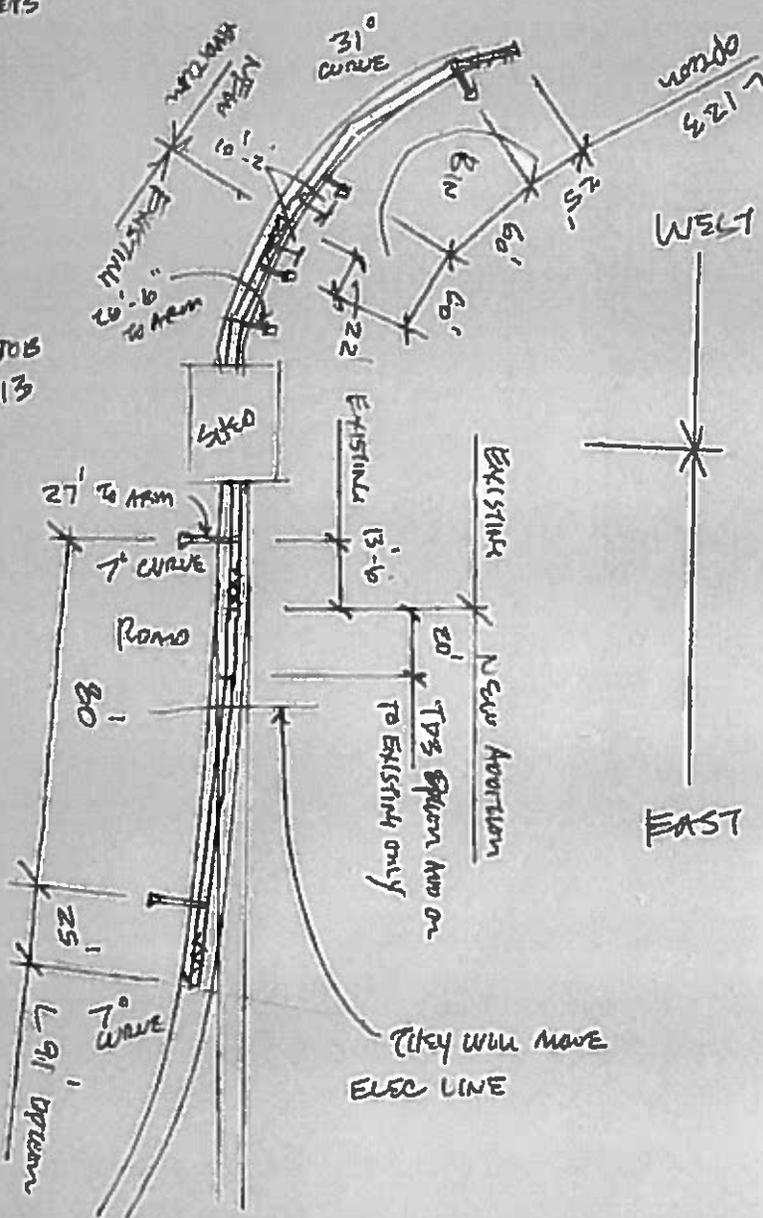


~~Extra delimiters required~~
~~Customer work/ask of us on fields~~
~~Significant elevation changes either direction~~
~~Curved tracks? Mark start of curve.~~



Customer: 60 MILLION
 Address: ARILLA 562 E5
 Date: 6-27-16
 Drawn By: TONY ZAVALLA

OLD JOB 28213



20' will be added to our existing rail fall protection system indicated by the red line below.



