

ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
October 11, 2016 - 4:00 pm

1. **Call to Order**
2. **Roll Call:** ___ Marshall ___ Shafer ___ Payne ___ Weishaar ___ Dale
3. **Pledge of Allegiance**

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

4. **Agenda Approval** for the October 11, 2016 City Commission Meeting
5. **Meeting Minutes:** September 26, 2016 Regular Meeting

Public Comments and Communications

6. **Public Comments.** Persons who wish to address the City Commission regarding items not on the agenda and that are under the jurisdiction of the City Commission may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court are not permitted. Speakers are limited to three minutes. Any presentation is for informational purposes only. No action will be taken.
7. **Declaration.** At this time City Commissioners may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.

Proclamations and Recognition

8. **Lights On Afterschool Proclamation**

Public Hearings

9. **None**

Old Business

10. **None**

New Business

11. **Consideration of a motion to authorize the voting delegates for the 2016 League of Kansas Municipalities' annual meeting to vote in support of the proposed changes to the League's bylaws.**
12. **Consideration of an Ordinance amending Section 20-9 of the Zoning Regulations of the City of Abilene, Kansas concerning fences.**
13. **Consideration of a Resolution adopting a Community Improvement District Policy for the City of Abilene, Kansas.**
14. **Consideration of a Resolution approving Supplemental Agreement No. 1 to the Agreement for Preliminary Engineering Services with Kaw Valley Engineering, Inc. for construction inspection and materials testing for the 2016 Buckeye KLINK Project.**

Reports

15. **City Manager's Report**

Adjournment

16. **Consideration of a motion to adjourn the October 11, 2016 City Commission meeting.**

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

- Planning Commission, Oct 13 at 4 pm
- Economic Development Council, Oct 19 at 4 pm
- City Commission Study Session, Oct 18 at 4 pm (City Hall)
- Heritage Commission, Oct 20 at 4 pm
- City Commission Meeting, Oct 24 at 4 pm
- Recreation Commission, Oct 24 at 5:30 PM (Community Center)
- Convention & Visitor's Bureau Board, Oct 25 at 2 pm (Civic Center)



**Abilene City Commission Minutes
Abilene Public Library
September 26, 2016 @ 4:00 p.m.
Abilene, Kansas**

1. Call to Order

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

Staff Present: Human Resources Director/City Clerk Soukup, City Attorney Martin, Finance Director Rothchild, Parks & Recreation Director Foltz, Community Development Director Shea, Police Chief Mohn, Fire Chief Sims, Municipal Court Clerk Hoffman, Investigator Kupper, Officer Kobiskie, Officer Schrader, Officer Carranza, Officer Williams and Animal Control Officer Ragsdale.

Others Present: Mike Heronemus, Breanna Stevens, Steve Davis (DKSO), Beth Weibert, Brandon Legg, Chris Ferris (DKSO) and Ray Numweiler (DKSO).

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

Consent Agenda

4. Agenda Approval for the September 26, 2016 City Commission Meeting

5. Meeting Minutes: September 12, 2016, Regular Meeting

6. Change of the October 10th City Commission Meeting to October 11th due to the League of Kansas Municipalities meeting.

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

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.

There were no public comments or communications.

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. Law Enforcement Proclamation

Mayor Marshall read the Law Enforcement Proclamation for the week of September 25, 2016 as Law Enforcement Week and presented it to Police Chief Mohn. She thanked the officers for their service to the City of Abilene and Dickinson County.

Public Hearings

10. There were no public hearings.

Old Business

11. 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 Attorney Martin said this item asks the City Commission to consider a license agreement with Flint Hills, Grain, LLC. The City owns the right-of-way to S. Elm Street as it does for any street that was dedicated via a plat. The City, as a general rule, has exclusive use of the right-of way. In this instance, Flint Hills Grain has asked the City for permission to encroach over the City's right-of-way for the purpose of extending their fall protection system that they currently have, that will enable Flint Hills Grain to safely load and step onto rails that are going along the railway there.

City Attorney Martin said according to the City Manager's report, the right-of-way for S. Elm Street is seldom used by the public for traffic purposes and the portion of S. Elm Street proposed for the extension is not accessible by thru traffic. The street does not extend south of the existing rail spur and the city does not have any plans to extend S. Elm Street south to SW 3rd Street. The extended fall protection system would be at least twenty foot clearance above the right-of-way so it has been confirmed there would be no vehicular obstruction if a car or truck were to drive through.

City Attorney Martin said a few of the high points of the license agreement are that it is terminable by the City at any time upon 180 days written notice. That 180 days is not a magic number, it is just something we plugged in anticipating that both sides would have enough notice in the event of any sort of public improvement that necessitated them to move it. If the City does elect to terminate that license agreement, Flint Hills Grains has obligated itself to remove the improvements from the right-of-way within that 180 days. Finally, Flint Hills has agreed to indemnify the City so in the event that some sort of damage would be caused or liability incurred because of the encroachment, the City would not be held responsible for that.

Commissioner Dale asked if the City Manager talked to him about the possibility of getting some language in here that would cause the vacation of that one block to take place at some point.

City Attorney Martin said if the City were to vacate the right-of-way, this license agreement would become a mute point because we don't give permission to encroach on anything if we no longer own it and that is the effect of vacating. The act of vacating the right-of-way is a separate procedure. It requires a petition, notice in the paper and a hearing followed by the adoption of an ordinance. It could be addressed in here, however the concern about trying to do that is the act of vacating would be a legislative or quasi-judicial act and we can't

really contractually obligate ourselves to that until we have that actual hearing. It is safe to say that to the extent that we come back in a month or two months and vacate, we can formally terminate the license agreement.

Commissioner Dale said in his opinion it would be good for the City not to have the obligation of that one block and there is nothing in the license agreement that would hold them to it later on. If we vacate the block, the City won't be responsible for the utilities located there anymore.

City Attorney Martin said there are two ways a vacation can be initiated. One is the owner of both sides of the street petitions so in this case Flint Hills owns both sides of the street so it would be pretty easy for them to put a petition together. The other way is for the City Planning Commission can self initiate it on behalf of the City, so even if Flint Hills decided they did not want to do it, there is a way to initiate that vacation process, bring it to a public hearing and decide if it is in the City's best interest vacate it.

Mayor Marshall asked if it is in the City of Abilene's language to vacate it.

City Attorney Marshall said it is a function of state law. The state statute provides those two separate and distinct processes for initiating vacation.

Motion by Commissioner Weishaar, seconded by Commissioner Payne to approve Resolution No. 092616-1 **A RESOLUTION APPROVING A LICENSE AGREEMENT WITH FLINT HILLS GRAIN, LLC GRANTING USE OF THE S. ELM STREET PUBLIC RIGHT-OF-WAY.** Motion carried unanimously 5-0.

New Business

12. There was no new business.

Reports

13. City Manager's Reports

None.

Adjournment

14. **Consideration of a motion to adjourn the September 26, 2016 City Commission meeting.**

Motion by Commissioner Payne, seconded by Commissioner Shafer to adjourn at 4:14 p.m. Motion carried unanimously 5-0.

(Seal)

Dee Marshall, Mayor

ATTEST:

Penny L. Soukup, CMC
City Clerk

September 27, 2016

Governing Body Message for Bylaws Changes



Greetings from the Governing Body –

At our September meeting, the Governing Body recommended unanimously two bylaws changes. These will be submitted for approval to the Convention of Voting Delegates at the Annual Business Meeting in Overland Park on October 10. We ask that you give them your careful consideration prior to the meeting. This mailing contains the description and details of each of these bylaws changes, as well as an infographic detailing some benefits of League membership.

Our first recommended change concerns Article 3 – Officers and Governing Body. The changes would codify the longstanding practice of allowing each city with population in excess of 120,000 to have representation on the Governing Body. Creating up to five “large city” director positions will take these cities out of the mix for the other director positions. This, in turn, will increase the League’s ability to broaden Governing Body diversity (such as regional distribution, elected and appointed officials, gender, race and ethnicity) with the other 12 director positions.

Article 11 – Membership Dues & Subscriptions – also has changes proposed. The result would be the creation of a new base charge for all member cities. This base charge will be in addition to the assessed valuation and per capita charges that currently comprise a city’s dues. The bylaws change also includes the deletion of authority for assessments for the League building and the Major Policy Initiative Fund.

The League Budget Committee met four times this summer. After studying the budget, the direction of the League, the services provided and current available resources, their recommendation was that a dues increase – via the proposed base charge – was necessary. The full Governing Body unanimously agreed with the recommendation.

For 2017, dues would be a combination of a city’s per capita charge and assessed valuation charge, plus the following base charge: For Cities of the First Class, the base charge would be a 15% surcharge of their combined per capita and assessed valuation charges that currently comprise a city’s dues. Cities of the Second Class would have a base charge of \$475, and Cities of the Third Class would have a base charge of \$250.

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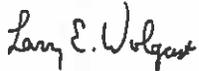
Approval of the bylaws change would mark the first time since 2002 that any change has been made in the League's dues structure. In creating the recommended base charge, the Governing Body was guided by the principles of simplicity, sustainability, flexibility, and the ability to pay a "fair share." We believe the proposed bylaws changes and base charge reflect those principles.

Having undertaken our first satisfaction survey of member cities, the results show that you see League services as valuable. Whether it is legal consultation, legislative advocacy, training and education, or publications, the League is meeting and exceeding most of your expectations. We agree there is great value in belonging to the League.

Such services and expertise comes with a cost, however. The publications provided each member city have a value of over \$200 alone. Staff has worked to minimize operations costs, and in the past two budget cycles we have realized \$57,000 in annual savings. Per the Strategic Plan, staff has reviewed programs, services and staff positions to identify those relevant to best meet the needs of the membership.

Should you have any questions or concerns about these proposed bylaws changes, please contact me, Governing Body members, or Erik Sartorius, our executive director.

On behalf of the Governing Body,



Larry Wolgast
President
League of Kansas Municipalities

Proposed Bylaws Change for "Large City" Representation

ARTICLE 3. OFFICERS AND GOVERNING BODY

Section 1. Governing Body Constituted. The officers of the League shall be a president, vice president, executive director, 12 elected directors, "large city" directors, as defined in Section 3, and each past president who continues to serve in the municipal office the officer held while president on an uninterrupted basis shall be eligible to serve as a voting ex officio director, except that no past president shall serve in such capacity if that official's city is otherwise represented on the governing body of the League. The officers shall constitute the governing body of the League. The Executive Director shall serve as a non-voting member of the governing body.

Section 2. Qualifications. The elected officers and the ex officio directors shall be appointed or elected officers of a member city. Such officers shall hold one of the following positions with a city: mayor, councilmember, commissioner, city manager, city administrator, clerk, treasurer, city attorney, or finance officer. All officers of the League, except large city directors, the ex officio directors and the executive director, shall be elected at the annual meeting and shall hold office until their successors are elected and have qualified. No officer shall be eligible to serve if the officer's city is otherwise represented on the governing body. The executive director shall be appointed by the governing body.

Section 3. "Large City" Representation. Each member city with a population in excess of 120,000 may be represented on the governing body in the position of either president, vice president, ex officio director or "large city" director. A "large city" shall be represented by no more than one person on the governing body. "Large city" directors shall serve under the same qualifications and terms of office as the 12 elected directors. A "large city" may submit a qualified candidate to the governing body for approval.

Section 4 3. Terms of Office. The term of office of the president and vice president shall be one year. The terms of office of the elected directors and "large city" directors shall be three years. Four of said elected directors shall be elected each year. The executive director shall hold office at the pleasure of the governing body.

Section 5 4. Vacancies. A vacancy shall occur on the League governing body when an officer submits a written resignation, or no longer holds municipal office. All vacancies in elective offices shall be filled by appointment by the president, with the consent of the governing body, for the unexpired term, except that of president and vice president. When a vacancy occurs in the office of president, the vice president shall become president for the unexpired term. A vacancy in the office of vice president shall be filled by appointment by the governing body from its membership for the unexpired term.

Section 6 5. Voting and Committees. All decisions of the governing body shall be made by a majority vote of the members thereof. The president shall preside at meetings of the governing body and the executive director shall be the secretary. The president shall have power to appoint the members of such committees as may be established by the governing body.

ARTICLE 4. ELECTION OF OFFICERS; CITY VOTES (No changes. Provided for reference.)

Section 1. Election and Oaths. The election of officers, except the ex officio directors and the executive director, shall be held on the last day of the annual conference. The elected and appointed officers of the League shall subscribe to the oaths required of city officials by state law.

Section 2. Nominating Committee. Nominations for elected officers shall be made by a nominating committee which shall be chaired by the immediate past president and shall consist of not less than five officers of member cities who shall be appointed by the president with the consent of the governing body. The names, titles, and addresses of the members of the nominating committee shall be published in *Kansas Government Journal* at least 10 days before the meeting at which the officers are elected. The nominating committee shall make its report in writing to the annual conference at a time not later than 24 hours prior to the start of the annual business meeting. Such reports shall be available from the president or executive director. Additional nominations may be made in writing and must be presented to the president or executive director at least 12 hours prior to the start of the annual business meeting. Each such additional nomination shall be supported by the signatures of 10 city voting delegates at the conference.

**Proposed Bylaws Change
Establishing a Base Charge for Dues**

ARTICLE 11. MEMBERSHIP DUES AND SUBSCRIPTIONS

Section 1. Dues. The annual membership dues and research subscription for each member city shall be payable in advance of the first day of January in each year, and shall consist of: ~~(a) a per capita charge based on population; and (b) a charge based on an assessed valuation charge; added together to comprise the base charge for each city. and, (c) a base charge to each city.~~

a. ~~Population~~ Per Capita Charge: ~~The portion of the base charge~~ Calculated on the basis of population, as determined by the most recent state certified census, shall be as follows:

	<u>Per Capita Charge</u>
Cities under 1,000	.250
Cities of 1,000-1,999	.185
Cities of 2,000-4,999	.160
Cities of 5,000-19,999	.150
Cities of 20,000-49,999	.145
Cities of 50,000-149,000	.120
Over 149,000	.080

b. ~~Assessed Valuation~~ Charge: ~~The portion of the base charge~~ Calculated on the basis of the tangible assessed valuation of each city, as reported by the county for the previous year, shall be as follows:

Assessed Valuation	Charge per \$10,000 of assessed valuation
\$1-999,999	.800
\$1,000,000-1,999,999	.650
\$2,000,000-4,999,999	.440
\$5,000,000-19,999,999	.370
\$20,000,000-49,999,999	.360
\$50,000,000-299,999,999	.340
\$300,000,000-699,999,999	.250
\$700,000,000-999,999,999	.165
\$1,000,000,000 and over	.140

c. Base Charge. (1) Each year, prior to or in conjunction with the governing body meeting immediately preceding the League's fall conference, the governing body shall review the previous year's dues structure, revenues and expenditures, membership, and such other areas as they may deem appropriate. Based upon such review, and in their discretion, the governing body may establish a base charge to be assessed to each member city as a part of the dues assessment for the next calendar year. The base charge to be established under this Article may vary from year-to-year.

(2) Notwithstanding the provisions in c(1), above, the base charge for dues payable for calendar year 2017 shall be established on or before October 31, 2016.

de. Valuation Changes. The governing body of the League is authorized to adjust the valuation charge specified in subsection b if changes are made by state law, constitutional amendment or assessment practices which significantly affect local assessed valuations, and may also, beginning in 1992, levy surcharges on dues and research payments to reflect changes in the consumer price index, but no such change shall be made which annually increases the total of dues and research subscription payments in excess of 5%.

~~**d. Building Assessment.** Beginning with the 1995 dues assessment, the governing body of the League is authorized to levy a surcharge for a term of no more than 15 years on the annual dues of League member cities that do not elect to prepay their total proportionate share of the cost of the acquisition, renovation and equipping of the League headquarters building and adjacent parking space located at 300 S.W. 8th Avenue in Topeka, Kansas, which was approved by vote of the League membership in 1994, in an amount sufficient to pay the annual proportionate cost thereof.~~

~~**e. Major Policy Initiatives Fund.** Beginning with the dues assessment for the 2003 calendar year and continuing through the dues assessment for the 2007 calendar year, the Governing Body of the League may levy a special surcharge on the annual dues and research assessments of member cities to be deposited in a separate Major Policy Initiatives Fund. The total amount budgeted for the Major Policy Initiatives Fund each calendar year shall not exceed 20% of the aggregate dues and research assessments of member cities for the same calendar year. The monies in such fund shall be expended to finance special studies, consulting services, and other projects as identified by the League Executive Committee as major policy initiatives. As of the effective date of this section, all monies in the Environmental Research Fund shall be deposited in the Major Policy Initiatives Fund.~~

Section 2. Division of Dues. The amount paid in dues and research subscriptions by each member city shall be credited 50% as annual dues and 50% as research subscriptions for said city. The governing body of the League may authorize special first-year membership rates to nonmember cities.

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: Proposed Text Amendment to Section 20-9 of the Supplemental Regulations
Concerning Fences
DATE: September 30, 2016

BACKGROUND

Jeff Elliott has requested a text amendment to Section 20-9 of the Zoning Regulations be prepared by staff to allow the construction of an eight foot fence in along the front and side property lines of 102 NE 4th Street in the “C-4, Central Business District.”

Presently, Section 20-901(e) states as follows with respect to fences in commercial districts:

“A fence may be erected in a commercial district or industrial district to not more than an eight foot maximum height, except no fence shall have a height greater than four feet in a required front yard, except where these Regulations provide otherwise.”

RECOMMENDATION

The Planning Commission unanimously recommended approval of a text amendment to Section 20-901 of the Zoning Regulations to clarify the maximum heights for fences or walls projecting into required yards. In addition, the text amendment also proposes several clarifications to Section 20-9, including a provision requiring security fences for permanent swimming pools. This provision was a law of the City that was not included in the recent revisions to the Zoning Regulations.

PLANNING COMMISSION ACTION

Per Section 26-104(b) of the Zoning Regulations, “when a proposed amendment would result in a change in the text of the regulations, but would not result in a change of zoning classification of any specific property, the recommendation of the Planning Commission shall contain a statement as to the nature and effect of such proposed amendment and its reasons for recommending approval or denial.”

The Planning Commission considered the comments provided during the Public Hearing and elected to recommend approval of the proposed text amendments. No comments were received in opposition to the proposed text amendment.

PROTEST PETITION

This item is not subject to Protest Petition because the request is for a text amendment that would change the text of the Zoning Regulations but would not result in change of zoning classification of any specific property.

FACTORS CONSIDERED BY THE PLANNING COMMISSION

1. Nature and effect of such proposed amendment. The proposed text amendment makes several changes to Section 20-9 of the Zoning Regulations, primarily to clarify several sections but also to amend language requested by the applicant to allow a fence of up to eight feet in height in a front yard within the “C-4, Central Business District.” There are other properties in the “C-4, Central Business District” that presently have a similar situated fence as what is proposed with the text amendment. RHV Hardware, located at 305 N. Buckeye Avenue, has a fence exceeding four feet in height located adjacent to NE 3rd Street and Kirby Avenue. As such, staff does not believe that the proposed text amendment will detrimentally affect properties within commercial districts.

2. Reasons for recommending approval or denial.

The Planning Commission recommend approval of the text amendment to the governing body for approval based on the nature and effect of the proposed amendment concurring with the Staff Report as well as the fact that previous regulations governing fences for permanent pools had been rescinded unintentionally.

CITY COMMISSION OPTIONS

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

1. Approve the recommendation of the Planning Commission with change;
2. Override the Planning Commission's recommendation by a 2/3 majority vote of the membership of the Governing Body; or
3. Return such 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.

CITY OF ABILENE
PLANNING COMMISSION
MEETING MINUTES

September 13, 2016
Meeting at 4:30 p.m.
Abilene Public Library
209 NW 4th Street

Members Present: Kyle Campbell, Steven Olson (Vice-Chair), Michelle Stephens and Travis Sawyer (Chair)

Members Absent: Gene Bielefeld and Rod Boyd

Staff Present: David Dillner, City Manager, Jennie Hiatt, CD Administrative Assistant and Daniel Shea, Community Development Director

Others Present: none

Call to Order & Roll Call.

Chair Sawyer called the meeting to order.

Hiatt took roll call with four of the seven Commissioners present.

Approval of Agenda.

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

Approval of Meeting Minutes – August 9, 2016.

Campbell made a motion to approve the minutes as written. The motion was seconded by Olson. The motion passed unanimously. (4-0)

Business.

1. **Public Hearing**, PC 16-6, a request by Jeff Elliott, 106 NE. 4th Street, for the consideration of an ordinance amending Section 20-9 Fences of the Zoning Regulations.

Sawyer made sure that the applicant was present.

Shea presented the staff report.

Dillner updated the Planning Commission about

Campbell asked about the fence being similar to the one that RHV has recently put up.

Sawyer asked the applicant if they had any comments.

Elliott passed around pictures to the commissioners.

There was discussion.

Sawyer opened up the public hearing and seeing that there wasn't any public to comment he then closed the public hearing.

There was further discussion.

Campbell made a motion to recommend approval of Section 20-9 as amended, to include findings from staff, with the additional changes of allowing concertina wire or looped barbed-wire fences for law enforcement use under #6 and to also add the regulations to include a 30 inch water depth for above and in-ground (permanent) pools under #3. The motion was seconded by Olson. The motion passed unanimously. (4-0)

Comments.

The next regular scheduled meeting is on *October 11, 2016*.

Adjournment.

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

Minutes Submitted,

Minutes Approved,

Daniel J. Shea, MRCP
Community Development Director

Travis Sawyer, Chair or
Steven Olson, Vice-Chair

ORDINANCE NO. 3310

AN ORDINANCE APPROVING A TEXT AMENDMENT TO ARTICLE 20, SECTION 20-9 OF THE ZONING REGULATIONS OF THE CITY OF ABILENE, KANSAS, CONCERNING FENCES

WHEREAS, the Planning Commission conducted a public hearing on September 13, 2016 regarding the a text amendment to Article 20 of the Zoning Regulations;

WHEREAS, the Planning Commission recommended the Governing Body approve a Text Amendment to Article 20 of the Zoning Regulations upon making certain findings of fact as provided to the Governing Body in a Staff Report dated September 13, 2016 and attached hereto as **Exhibit A**; and

WHEREAS, the City Commission desires to amend the applicable sections of its Zoning Regulations as provided herein.

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

SECTION ONE. That Section 20-9 of the Zoning Regulations of the City of Abilene, Kansas, be amended as follows:

SECTION 20-9 FENCES

20-901 Except as otherwise specifically provided elsewhere in these regulations or other codes and regulations of the City the following restrictions shall apply to the construction of all fences or improvements, replacements or extensions of existing fences.

- A. No fence shall be constructed at a location where it would constitute a traffic hazard.
- B. A property owner may install a fence within a dedicated easement at his or her own risk of having to remove or repair such fence due to the lawful activities of persons or entities under the easement.
- C. For corner lots the following rules shall apply: All sides adjacent to a street shall be considered front yards, with the one on the non-address side having the lesser setback requirement. The primary front yard shall meet the applicable district setback. However, on corner lots back to back with another corner lot, the fence may be installed up to the non-address side property line, in the front yard setback area.
- D. For institutional uses in residential or public districts, such as schools, parks, hospitals and cemeteries, a fence may be constructed in the front yard setback provided it complies with Subsections b, d and e of this section, and has a maximum eight foot height.
- E. A fence may be erected in a commercial district or industrial district to not more than an eight foot maximum height, except where these Regulations provide otherwise.
- F. A fence may be erected in a residential district to not more than eight foot maximum height, except where these Regulations provide otherwise.

G. Fences in Required Yards.

1. Fences projecting into required yards shall conform to the following maximum heights:
 - a. Residential Districts: Fences or walls shall not exceed six feet in height for any required side yard, four feet in height for a required front yard, and eight feet in height for required rear yards.
 - b. Commercial Districts: Fences or walls shall not exceed eight feet in height.
 - c. Industrial Districts: Fences or walls shall not exceed eight feet in height.
2. Security fences not less than six feet in height shall be required for permanent and temporary swimming pools that exceed a depth of thirty inches.
3. Barbed wire fences are prohibited inside the City limits, except:
 - a. When property exclusively used for agricultural purposes is annexed into the City and the barbed wire fencing does not pose a risk to pedestrians. Risk to pedestrians shall be presumed when any barbed wire fencing is located within ten feet of any pedestrian sidewalk, street or public thoroughfare.
 - b. On top of perimeter fencing of storage areas in industrial and commercial district zones, provided that barbed wire atop such fences shall be at least six feet above the ground with a maximum fence height of eight feet;
4. Electric charged fences are prohibited inside the City limits except:
 - a. An electric fence not exceeding twenty-four volts and completely contained within a landowner's fenced property shall be permitted if the landowner first obtains approval from the City; and
 - b. Electronic detector loops for animal containment systems shall not be classified as an electric charged fence.
5. Concertina wire or looped barbed-wire fences are prohibited inside the City limits except for use by law enforcement for detention facilities.

SECTION TWO. Existing Section 20-9 of the Zoning Regulations of the City of Abilene, Kansas is hereby repealed.

SECTION THREE. 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 11th day of October, 2016.

CITY OF ABILENE, KANSAS

By: _____
Dee Marshall, Mayor

ATTEST:

Penny Soukup, City Clerk

APPROVED AS TO FORM:

Aaron O. Martin, City Attorney



MEMORANDUM

TO: Economic Development Council
FROM: David Dillner, City Manager
SUBJ: Community Improvement District ("CID") Policy
DATE: September 12, 2016

ISSUE:

The Economic Development Council is asked to consider a Community Improvement District ("CID") policy as another tool for the City's economic development toolbox. State law presently authorizes municipalities to implement a CID to promote economic development in a community, although the City has yet to develop policies governing how this incentive is to be administered in Abilene. City staff has prepared the following policy for the Council's review.

BACKGROUND:

The State of Kansas authorized municipalities to create Community Improvement Districts (also known as CIDs) with the adoption of the Community Improvement District Act that was approved in 2005. The Act allows cities to levy an additional retailer's sales tax of up to 2% on retail sales occurring within a defined district. In addition, a municipality may levy special assessments on properties located within the district.

The proceeds from both the additional sales tax and the special assessments must be invested in the district on eligible project expenses such as buildings and structures, transportation improvements (such as streets), public infrastructure, pools, parking garages, transit facilities, and lakes and dams.

CIDs may be formed upon receipt of a petition by all or a portion of property owners within the proposed district. Therefore, the property owners must consent to the additional sales tax and/or special assessments levied within the district. Cities may fund CIDs with special assessments, a CID sales tax, any other funds appropriated by the City, or any combination of these funding sources.

The maximum total sales tax that may be levied within a CID is 2%, and any incremental sales tax must increase in increments of 0.10% or 0.25%. The City's current sales tax rate is 9.1%; any additional sales tax authorized by a CID would be in addition to this rate. The proposed policy would limit the additional sales tax rate to 1%. The maximum term for a CID is twenty-two years.

The City may finance a CID three ways: 1) Pay-as-you-go. Funds are made available to pay for eligible project expenses or to reimburse the developer as funds are generated from the project. This is the most conservative financing method since it limits the risk to the performance of the development. 2) Special Obligation Bonds. The City may issue special obligation bonds to finance a CID project. Special obligation bonds are not General Obligation (G.O.) Bonds, and do not count against the City's debt limit. They will require a premium interest rate because they are not backed by the full faith and credit of the municipality.

3) General Obligation Bonds. The City may also issue its G.O. bonds, in which the City guarantees the repayment of the principal and interest for the bonds. In the event that sufficient revenue is not generated by the district in any given year, the City is obligated to appropriate funds to make up the difference which may require an increase in property taxes. If the amount of G.O. bonds issued exceeds 3% of the City's assessed valuation the amount will count against the City's debt limit.

OPTIONS:

1. Recommend the Governing Body approve the attached resolution and subsequent CID Policy as presented.
2. Provide staff additions or changes for the policy and recommend approval with such additions or changes.
3. Request additional information from staff to aid in the decision making process.

RECOMMENDATION:

Staff recommends approval of Option 1 in order to expand the City's economic development toolbox by adding an administrative procedure for Community Improvement Districts within the City of Abilene as presently authorized by state law.

FISCAL NOTE:

The adoption of the aforementioned policy has no fiscal impact on the City of Abilene at this time. In the event a proposed development requests and receives approval for a CID, the City will not lose any revenue it already receives since the incentive is paid from revenue generated from the development. The property owners within the development would propose an additional sales tax and/or special assessments to be levied on the properties within the proposed development.

ATTACHMENTS:

- Community Improvement District Overview prepared by Dustin Avey of Piper Jaffray
- Eligible Project Comparison Exhibit
- Proposed Adopting Resolution
- Proposed Community Improvement District (CID) Policy

RESOLUTION NO. 101116-1

A RESOLUTION ADOPTING A COMMUNITY IMPROVEMENT DISTRICT POLICY FOR THE CITY OF ABILENE, KANSAS

WHEREAS, the City of Abilene, Kansas (the "City"), is authorized by K.S.A. 12-6a26 through K.S.A. 12-6a36, inclusive, as amended, to create a Community Improvement District ("CID") for economic development purposes and any other purpose for which public money may be expended; and

WHEREAS, it is recognized that economic development is best achieved through a balanced effort; and

WHEREAS, the economic development goals of the City include economic diversification, broadening the property tax base, stimulating private investment, support of existing development, preservation and improvement of environmental quality, and the creation of quality employment opportunities;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ABILENE, KANSAS, AS FOLLOWS:

SECTION ONE. Adoption. The attached Community Improvement District Policy (the "Policy") is hereby approved and adopted by reference.

SECTION TWO. Modifications. The City Manager is authorized from time to time to amend or modify the Policy as needed to conform with all pertinent state and federal regulations, and to clarify wording within the Policy to fit the interpretation, intent and practical aspects of implementing the Policy, all with the acknowledgement that any substantive changes or amendments will come first before the Governing Body for review and formal action.

SECTION THREE. Severability. If any provision of the Policy is declared unconstitutional, or the application to any person or circumstance is held to be invalid, the validity of the remainder of the Policy and its applicability to other persons and circumstances shall not be affected.

SECTION FOUR. Effective Date. This Resolution shall be in full force and effect after its adoption by the Governing Body.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 11th day of October, 2016.

CITY OF ABILENE, KANSAS

By: _____
Dee Marshall, Mayor

ATTEST:

Penny Soukup, CMC
City Clerk

CITY OF ABILENE, KANSAS
Community Improvement District Policy

I. SCOPE.

The Governing Body of the City of Abilene, Kansas ("Governing Body") is responsible for encouraging and promoting the City's economic health. The Community Improvement District Act (the "Act"), K.S.A. 12-6a26 through K.S.A. 12-6a36, inclusive, as amended, authorizes the City to create Community Improvement Districts ("CIDs" and individually a "CID") for the purpose of financing CID Projects. The creation of a CID is a complex legal and administrative matter requiring clear direction from the Governing Body.

II. AUTHORITY OF GOVERNING BODY; DISCLAIMER.

The authority and decision to approve the establishment of a CID is within the sole discretion of the Governing Body of the City. The Governing Body, by its inherent authority, reserves the right to reject any petition for the creation of a CID at any time in the review process when it considers such action to be in the best interest of the City. The City does not relinquish its authority to initiate projects by whatever other financing means it deems necessary to promote the general health and welfare of the City.

The City shall not be bound by any advice, action, agreement, statement or other communication made by City staff or consultants, or the Governing Body, including the information contained herein, until after the Governing Body's approval of an ordinance or resolution creating a CID.

This policy statement does not constitute legal advice regarding the application or petition to create a CID. Those persons or entities considering making application to the City under the Act to create a CID are strongly encouraged to consult private legal counsel.

III. DEFINITIONS.

- a. "Applicant" means the person or entity who files an application for a CID with the City of Abilene.
- b. "City Administrative Fee" means a fee payable from CID Funds or, if applicable, bond proceeds, of not to exceed 5% of the total cost of the CID Project to reimburse the City for services rendered by the City in the administration and supervision of the CID Project by its general officers. The \$1,500 application fee shall be applied as a credit against the percentage charged for the City Administrative Fee.
- c. "CID Funds" means money collected from Revenue Sources for the purpose of paying CID Project costs through either the issuance of bonds or pay-as-you-go financing.
- d. "CID Project" means (1) any project whether within the CID, to acquire, improve, construct, demolish, remove, renovate, reconstruct, rehabilitate, maintain, restore, replace, renew, repair, install, relocate, furnish, equip or extend: (i) buildings, structures and facilities; (ii) sidewalks, streets, roads, interchanges, highway access roads, intersections, alleys, parking lots, bridges, ramps, tunnels, overpasses and underpasses, traffic signs and signals, utilities, pedestrian amenities, abandoned cemeteries, drainage systems, water systems, storm systems, sewer systems, lift stations, underground gas, heading and electrical services and connections located within or without the public right-of-way, water mains and extensions, and other site improvements; (iii) parking garages; (iv) streetscape, lighting, street light fixtures, street light connections, street light facilities, benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls and barriers; (v) parks, lawns, trees and other landscape; (vi) communication and information booths, bus stops and other shelters, stations, terminals, hangars, rest rooms and kiosks; (vii) paintings, murals, display cases, sculptures, fountains and other cultural amenities; (viii) airports, railroads, light rail and other mass transit facilities; and (ix) lakes, dams, docks,

wharfs, lake or river ports, channels and levies, waterways and drainage conduits; (2) within the CID, to operate or to contract for the provision of music, news, child care, or parking lots or garages, and buses, minibuses or other modes of transportation; (3) within the CID, to provide or contract for the provision of security personnel, equipment or facilities for the protection of property and persons; (4) within the CID, to provide or contract for cleaning, maintenance and other services to public or private property; (5) within the CID, to produce and promote any tourism, recreational or cultural activity or special event, including, but not limited to, advertising, decoration of any public place in the CID, promotion of such activity and special events and furnishing music in any public place; (6) within the CID, to support business activity and economic development, including but not limited to, the promotion of business activity, development and retention and the recruitment of developers and business; (7) within the CID, to provide or support training programs for employees of businesses; and (8) to contract for or conduct economic impact, planning, marketing or other studies.

- e. "CID Sales Tax" means the community district sales tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailers' sales tax, and amendments thereto, authorized by K.S.A. 12-6a31 as amended from time to time.
- f. "City" means the City of Abilene, Kansas.
- g. "Development" means the proposed development or redevelopment project including the CID Project to be paid in whole or in part with CID Funds and all other capital costs of improvements related to the CID Project to be paid from sources other than the Revenue Sources.
- h. "Development Agreement" means a written agreement between the City and the Petitioner or its assigns for the completion of a CID Project. Such agreement shall address issues involved in the CID Project, including but not limited to the following: schedule of construction; acquisition of land; eligible CID expenses; scope of development (including development criteria); indemnity of the City and insurance requirements; reimbursement of City costs; financing (private and/or public); transfer restrictions prior to completion; maintenance and restrictive covenants; City inspection and information access rights; reporting requirements; remedies upon default; performance requirements; termination rights; obligation on behalf of the Petitioner to comply with applicable law, including remaining current on all taxes, and the disbursement of CID Funds to pay the City Administrative Fee.
- i. "Petitioner" means the person or entity that has completed the preliminary review process and has properly and timely filed a formal petition to create a CID with the City Clerk.
- j. "Project Costs" means all costs authorized by the Act to be paid for with CID Funds but excluding cost of the Applicant's attorneys' fees or for costs incurred prior to submission of the CID application to the City, except for engineering and design costs and other necessary preliminary expenditures approved by the City.
- k. "Revenue Sources" means all of or any portion of the following: (1) a pledge of special assessments, if any, imposed in the CID pursuant to the Act which have been paid in full prior to the date set aside by the Governing Body of the City as provided in K.S.A. 12-6a10 and amendments thereto; (2) a pledge of special assessments, if any, imposed in the CID pursuant to the Act, to be paid in installments; (3) a pledge of all of the revenue received from the CID Sales Tax, if any; (4) a pledge of the City's full faith and credit to use its ad valorem taxing authority for the repayment of full faith and credit bonds issued pursuant to K.S.A. 12-6a36 and amendments thereto; and (5) any other funds appropriated by the City for the purpose of paying project costs including the principal and interest of bonds issued pursuant to the Act.
- l. All other terms shall have the same meaning as those terms as defined in the Act.

IV. CRITERIA.

- a. The decision to establish a CID is within the sole discretion of the Governing Body. In determining whether to approve a petition to establish a CID, the Governing Body will evaluate whether the creation of the CID is in the City's best interest, by considering one or more of the following criteria:
 - i. Attracts retail development to positively enhance the economic climate of and benefit the City;
 - ii. Results in the building of infrastructure beyond what the City would require or would otherwise build; and
 - iii. Promotes new development, rejuvenation, and/or redevelopment within the City.
- b. In determining whether to approve a petition to establish a CID, the Governing Body will give preference to those petitions that provide for the following:
 - i. The use of CID Funds is limited to capital costs (the City will not authorize the use of CID Funds for operating expenses except as allowed by state law and only if the petitioner can demonstrate that the use of such funds for operations meets a public interest to the satisfaction of the Governing Body);
 - ii. The use of pay-as-you-go financing in which CID Funds are used to reimburse Project Costs without the issuance of bonds;
 - iii. The proposed CID Sales Tax, if applicable, will not exceed 2%;
 - iv. The proposed CID is expected to perform such that it will not require the full duration as allowed by state law; and
 - v. The proposed Development includes public improvements to be paid with CID Funds or funds of the Applicant or other private parties bonds.

V. BOND ISSUANCE.

The City typically expects to utilize pay-as-you-go financing for CID Projects rather than the issuance of bonds or notes under the Act. If due to exceptional circumstances, the Governing Body elects to consider the issuance of bonds or notes for a CID Project, the following guidelines will apply to such issues unless an exception is approved by the Governing Body:

- a. The minimum principal amount of a special obligation bond or note issue will be \$3 million.
- b. The minimum denominations of special obligation bonds or notes shall be not less than \$100,000. Minimum denominations may be reduced when one or more of the following are met:
 - 1. The project(s) being bond financed are substantially leased;
 - 2. The estimated revenue stream yields significant debt service coverage on the bonds;
 - 3. Construction of the project(s) being bond financed is 100% complete;
 - 4. The repayment term is less than or equal to 60% of the maximum permitted repayment term; and/or

- 5. Waiver of the minimum denomination requirement by the Governing Body.
- c. The special obligation bonds or notes will be placed with qualified institutional investors.
- d. The City will select the underwriter/placement agent for the special obligation bonds or notes.
- e. The City may require that an independent feasibility study of future CID Sales Tax or special assessment revenues be performed and the cost of such study shall be borne by the Applicant.
- f. The City may establish other conditions relating to the security for the special obligation bonds or notes such as minimum projected coverage ratios, minimum equity investment, completion of construction, execution of lease agreements for leased parcels, etc.
- g. The issuance of bonds or notes with the City's full faith and credit or annual appropriation backing will primarily be reserved for public improvements. The Governing Body may also elect to issue General Obligation Bonds for a CID Project if it may be demonstrated by the petitioner to the satisfaction of the Governing Body that "but for" the issuance of General Obligation Bonds the project would not otherwise be feasible. The issuance of bonds or notes with the City's full faith and credit or annual appropriation backing must demonstrate to the satisfaction of the Governing Body an at-large benefit to the City and that such issuance of bonds or notes will not negatively impact the City's credit rating.

VI. PRELIMINARY REVIEW PROCESS.

A preliminary review of a CID application will be conducted as outlined in this Section in order to provide the Applicant with an early determination as to whether the CID Project will be in the best interest of the City. The creation of a CID will be initiated and preliminarily reviewed in the following manner:

- a. Applicant shall present, in a form and manner satisfactory to the City staff, the following preliminary information regarding the proposed CID to the City Manager for consideration by City staff:
 - i. The use of pay-as-you-go financing in which CID Funds are used to reimburse Project Costs without the issuance of bonds;
 - ii. A detailed description that identifies the proposed buildings, facilities, and other improvements to be constructed or improved in the CID and outside the CID, including the estimated date on which construction of the improvements will be commenced and completed;
 - iii. Estimated cost of the Development and the CID Project;
 - iv. Proposed method of financing the CID Project;
 - v. Proposed amount and method of assessment, if applicable;
 - vi. Proposed amount of CID Sales Tax, if applicable;
 - vii. Map of the proposed CID with accompanying tax parcel I.D. information;
 - viii. Legal description of the boundaries of the proposed CID;
 - ix. If a CID Sales Tax is being proposed, the current and proposed taxable retail sales within the CID;

- x. The current and proposed uses of facilities within the CID, including the status of any lease arrangements; and
 - xi. Identification of the current owners of property within the CID and any existing rights of the Applicant to acquire property within the CID.
- b. The City's Finance Director, in consultation with other City staff, City Attorney, City Bond Counsel and City Financial Advisor, may request, at any time during the preliminary review process, additional information to assist in the determination of whether the creation of the proposed CID is in the City's best interest.
 - c. At the time of application, the Applicant shall pay an initial non-refundable application fee of \$1,500 and shall agree in a written Funding Agreement with the City to pay for all of the fees of the City's attorney, the City's bond counsel and the City's financial advisor in conjunction with the CID review process, the establishment of a CID, and the issuance of bonds, if applicable, for the CID. In connection with the Funding Agreement, the Applicant shall deposit an initial sum of money (typically, \$10,000) with the City to pay for the fees of the City's outside professionals in connection with the CID, however, the amount of the initial deposit will be determined by the City Manager on a case-by-case basis depending on the size and scope of the CID Project. Any portion of such deposit that is not needed to pay for the fees of the City's outside professionals shall be returned to the Applicant after all activities related to the establishment of the CID have been completed or if the Governing Body determines not to proceed with the establishment of the CID. (See Attachment A — CID Funding Agreement Example.)
 - d. If, after review of the application with any amendments or supplements, City staff determines that at least one of the criteria for creating the proposed CID is met, the City's Finance Director will forward the application, as amended and supplemented, through the City Manager to the Governing Body, for its preliminary consideration. If the City staff determines that the application does not meet any of the criteria set forth above, then the application will be rejected and the Applicant notified in writing.
 - e. If the application is forwarded to the Governing Body for its preliminary consideration, the application will be reviewed by the Governing Body in a study session to gain consensus regarding the proposed CID Project and financing plan. If the Governing Body consensus is to move forward, City staff will continue work on the CID Project through the final approval process.

VII. FINAL APPROVAL PROCESS.

The information provided below is a summary of the procedures for filing a CID petition. Because this policy does not set forth all the statutory requirements, Applicants are encouraged to read the Act prior to petitioning the City for a CID and consult their own legal counsel with any questions regarding interpretation of the Act.

- a. Within 180 days after the study session at which the Governing Body has completed its preliminary review of the application, the Petitioner shall file with the City Clerk a formal petition for the creation of a CID based upon the concept of the proposed CID and finance plan that was preliminarily reviewed by the Governing Body.
- b. If the Applicant fails to timely file a formal CID petition, the City shall require the Applicant to renew its application. All costs assessed and/or paid during the preliminary approval process shall be non-refundable and non-creditable to any renewal application. If the Applicant desires to renew the CID application, the Applicant shall be required to pay all fees and costs associated with said filing.

- c. The petition for the creation of the CID shall be in such form and contain all such information as is required by the Act, and shall include all additional, supplemental information as may be requested by the City staff. No petition will be accepted by the City Clerk or without the minimum signatures required by the Act. As of the date of this Policy, the minimum signatures required by the Act are: (i) for a CID that is financed in whole or in part with a CID Sales Tax, the petition must be signed by the owners of more than 55% of the land area within the proposed district and the owners collectively owning more than 55% by assessed value of the land area within the proposed district, and (ii) for a CID that is financed by special assessments with no CID Sales Tax, the petition must be signed by the owners of 100% of the land area within the proposed district. No person or entity shall be able to remove such person's or entity's name from the petition after the Governing Body has commenced consideration thereof, or after seven days from the date it is filed with the City Clerk, whichever is sooner.
- d. The City staff and City Bond Counsel will prepare a Development Agreement in consultation with the Petitioner.
- e. Following the filing of a valid petition, the Governing Body may, but is not required to, direct City staff to take any action described and allowed by statute to create the CID and to approve the execution of the Development Agreement.

VIII. COMPLIANCE WITH STATE STATUTE.

All procedures regarding final approval of a petition as herein set forth are intended to follow the procedures and authority as outlined in the Community Improvement District Act, K.S.A. 12-6a26 through K.S.A. 12-6a36, inclusive, for the creation of Community Improvement Districts. Any conflict between this policy and the Act shall be interpreted in favor of the provisions set forth in the Act.

IX. GOVERNING BODY ACTIONS.

No elected or appointed officer, employee or committee of the City, or other public or private body or individual, shall be authorized to speak for or commit the Governing Body of the City to the establishment of a CID. The establishment of a CID is in the sole discretion of the Governing Body and until the Governing Body has completed all statutorily prescribed steps necessary to establish a CID, any actions by the Governing Body or its officers or representatives shall be an expression of good faith intent, but shall not in any way bind the City to establish a CID.

Approval of the creation of a CID based on the information presented does not constitute an implied or other approval of a site plan, special use permit, plat, rezoning or other land development application. All proposals for Development are subject to land use approvals by the appropriate body.

X. WAIVER OF REQUIREMENTS.

The Governing Body reserves the right to grant or deny a CID under circumstances beyond the scope of this policy or to waive provisions herein. However, no such action or waiver shall be taken or made except upon a finding by the Governing Body that a compelling or imperative reason or emergency exists, and that such action or waiver is found and declared to be in the public interest. The Governing Body shall not waive any statutory requirement of State law.

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ATTACHMENT A

CID FUNDING AGREEMENT EXAMPLE

This FUNDING AGREEMENT (the "Agreement") is entered into this date of _____, 20____
between _____ (the "Applicant"), and the City of Abilene,
Kansas (the "City").

RECITALS

- a. The City is a municipal corporation duly organized and existing under the laws of the state of Kansas and authorized by Community Improvement District Act (the "Act"), K.S.A. 12-6a26 through K.S.A. 12-6a36, inclusive, to provide Community Improvement District ("CID") financing for certain qualified projects upon compliance with the procedures set forth in the Act.
- b. The Applicant is a [Type of Company: LLC, Corporation, Partnership, etc.].
- c. Applicant has requested that the City consider the establishment of a CID (as defined in the Act) and, if approved, to implement and administer the CID through its completion. In order to do so, the City must retain outside administrative and professional staff, outside counsel and consultants, and incur expenses, but is without a source of funds to pay such staff, counsel, consultants and expenses.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter expressed, the parties mutually agree as follows:

SECTION ONE. CID Application.

By execution of this Agreement, the Applicant is applying to the City for the establishment of a CID. The Applicant agrees, represents and warrants that any information provided to the City in connection with the CID shall be accurate and complete to the best knowledge of the manager or member of the Applicant providing such information.

SECTION TWO. Services to be Performed by the City.

The City shall retain outside administrative and professional staff, outside counsel and consultants, and incur expenses which it, in its sole discretion, deems necessary to:

- a. Consider the establishment of a CID in accordance with the provisions of the Act, prepare an independent feasibility study and market study on behalf of the City, give all notices, make all publications, hold all hearings as required by the Act, prepare the required resolution and ordinance to establish the CID;
- b. If the Governing Body establishes the CID, prepare and consider in accordance with the provisions of the CID Act, give all notices, make all publications, hold all hearings as required by the Act and prepare the required resolution and ordinance to approve the CID;
- c. If the Governing Body approves the CID, prepare and negotiate a definitive agreement between the parties for implementation of the CID; and
- d. If a definitive agreement is entered into, administer the CID and definitive agreement until terminated or completed.

SECTION THREE. Payment.

The Applicant shall pay the City for its fees and expenses; the time of its outside administrative and professional staff, as the City may from time to time deem appropriate; all charges for the City's outside counsel and consultants; and all other expenses incurred by the City in providing the services set forth in Section 2 (the "Charges"), subject to the following conditions:

- a. In order to insure the prompt and timely payment of the Charges, the Applicant shall establish a fund in the amount of \$_____ (the "Fund") by paying such amount to the City contemporaneously with the execution of this Agreement, receipt of which is hereby acknowledged. Thereafter, the City shall pay all Charges from moneys on deposit in the Fund and shall provide a statement thereof to the Applicant on a monthly basis which statement shall provide the amount expended from the Fund, the purpose of the expenditure, the date of the expenditure and the recipient of the money. If, in the judgment of the City's Finance Director, there are insufficient amounts on deposit in the Fund to pay for the projected Charges expected to be incurred, the Applicant shall make a subsequent deposit or deposits into the Fund in an amount equal to the initial deposit or such other amount which in the judgment of the City's Finance Director is required to provide sufficient funds to pay the projected Charges. Such additional deposit shall be made within 7 days of the receipt of the Applicant of notification by the City's Finance Director of the amount required.
- b. Following the establishment of the CID (or, if bonds are issued, upon the closing of the bond issue), the Applicant will pay the City Administrative Fee as set forth in the City's Community Improvement District Policy.
- c. All statements submitted to the City for Charges from its outside counsel or consultants shall be payable within 30 days of receipt thereof from moneys on deposit in the Fund. If sufficient amounts are not on deposit in the Fund to pay such Charges, the City shall be relieved of its obligations hereunder and no further services or activity will be performed by the City to further the proposed CID until an amount sufficient to pay such Charges, plus an amount sufficient to satisfy any further deposit request made by the City's Finance Director for projected Charges, is made. All unpaid balances on statements submitted to the City for Charges shall be subject to a penalty of two percent (2%) per month until paid, but in no event shall such penalty exceed eighteen percent (18%).

SECTION FOUR. Termination.

- a. The City may terminate this Agreement upon 10 days written notice in the event the Applicant fails to make any payments when due.
- b. The Applicant may terminate this Agreement in the event it determines not to proceed further to complete the CID upon written notice to the City thereof.
- c. If either party terminates this Agreement, the City shall apply the balance of the Fund, if any, to outstanding Charges pursuant to this Agreement and any monies due and owing to the City pursuant to any other agreement and shall pay the remaining balance, if any, to the Applicant within 30 days of such termination. In the event the balance of the Fund is insufficient to pay the outstanding Charges payable hereunder, the Applicant shall pay such Charges within 30 days of receipt of a statement from the City of the balance required to pay such Charges.

SECTION FIVE. No Obligation to Proceed with the Community Improvement District.

The Applicant acknowledges that the City is not obligated by the execution of this Agreement to establish or approve a CID and is subject to the sole discretion of the Governing Body of the City and the requirements of the Act.

SECTION SIX. Notice.

Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if it is in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:
City Clerk
City Hall
PO Box 519
Abilene, KS 67410

To the Applicant:

Each party may specify that notice be addressed to any other person or address by giving to the other party ten days prior written notice thereof.

SECTION SEVEN. Scope of Agreement.

This Agreement pertains to financing requested by the Applicant pursuant to the CID Act and does not apply to any other financing which may be requested of the City by the Applicant.

SECTION EIGHT. Governing Law.

This Agreement shall be construed in accordance with the laws of the State of Kansas.

SECTION NINE. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF ABILENE, KANSAS

[INSERT APPLICANT NAME]

By: _____
Dee Marshall, Mayor

By: _____

ATTEST:

Its:

By: _____
Penny Soukup, City Clerk

APPROVED AS TO FORM:

By: _____
Aaron O. Martin, City Attorney

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of _____ 20__, before me, a notary public, appeared _____ to me personally known, who being by me duly sworn, did say that he/she is the _____ of _____ and that said instrument was signed in behalf of said company and he/she acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in my office the day and year last above written.

Notary Public

My Commission Expires: _____

STATE OF KANSAS)
) SS.
COUNTY OF DICKINSON)

On this ____ day of _____ 20__, before me, a notary public, appeared _____ to me personally known, who being by me duly sworn, did say that he/she is the _____ of _____ and that said instrument was signed in behalf of said company and he/she acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in my office the day and year last above written.

Notary Public

My Commission Expires: _____



MEMORANDUM

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: KLINK Buckeye - Construction Inspection and Materials Testing Agreement
DATE: October 7, 2016

ISSUE:

The City Commission is asked to consider a Supplemental Agreement with Kaw Valley Engineering, Inc. for the provision of construction inspection and materials testing for the 2016 Buckeye Avenue KLINK Project.

BACKGROUND:

With the adoption of Resolution No. 042516-3, the City Commission approved an Agreement with the Kansas Department of Transportation concerning the 2016 KLINK Project on Buckeye Avenue. The KLINK Program provides a state match of 75% of eligible project expenses for mill and overlay of state-designated connecting links, or state highways, that run through a community.

A condition of Agreement No. 236-16 requires the City to provide construction inspection and materials testing to ensure that the project is built to the design specifications as prepared by the Project Engineer with any approved change orders.

The project location for the 2016 KLINK Buckeye Project is from 21st Street to 2400 Avenue (north city limits).

RECOMMENDATION:

Staff recommends approval of Supplemental Agreement No. 1 to an Agreement for Preliminary Engineering Services with Kaw Valley Engineering, Inc. to meet the aforementioned inspection requirements and to ensure that the project is built to design specifications and approved change orders.

FISCAL NOTE:

The Supplemental Agreement will cost \$20,792, which will be paid from the Special Street Fund from the City's gas tax proceeds.

ATTACHMENTS:

- Supplemental Agreement No. 1 to the Agreement for Preliminary Engineering Services
- 2016 KLINK Application
- Resolution No. 042516-3 and Agreement No. 236-16

RESOLUTION NO. 101116-2

A RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH KAW VALLEY ENGINEERING, INC. FOR CONSTRUCTION INSPECTION AND MATERIALS TESTING FOR THE 2016 BUCKEYE KLINK PROJECT

WHEREAS, the City Commission approved Resolution No. 121415-2 for preliminary engineering for the 2016 Buckeye KLINK Project (“Project”);

WHEREAS, the City Commission approved Resolution No. 042516-3 approving an Agreement with the Kansas Department of Transportation for the Project; and

WHEREAS, the City Commission desires to enter into Supplemental Agreement No. 1 (“Agreement”) with Kaw Valley Engineering, Inc. (“Consultant”) for construction inspection and material testing services for the Project.

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

SECTION ONE. Agreement. That an Agreement with Consultant is hereby adopted as attached hereto as **Exhibit A**.

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

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

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 11th day of October, 2016.

CITY OF ABILENE, KANSAS

By: _____
Dee Marshall, Mayor

ATTEST:

Penny Soukup, CMC
City Clerk

EXHIBIT A

Supplement Agreement No. 1

Kaw Valley Engineering, Inc.

October 11, 2016

Supplemental Agreement #1
to the
Agreement for Preliminary Engineering Services
2016 Buckeye KLINK Project
City of Abilene, Kansas

This "Supplemental Agreement #1", made this _____, day of _____, 2016, by and between the City of Abilene (hereinafter "City"), and Kaw Valley Engineering, Inc. (hereinafter "Consultant"), for the performance of additional services related to construction inspection and materials testing activities for the 2016 Buckeye KLINK Project (hereinafter "Project");

The following are additional services as requested by the City to supplement the original **SCOPE OF SERVICES – PHASE I** and are proposed to be made a part of the Agreement for Preliminary Engineering Services:

SCOPE OF SERVICES – PHASE II

Upon execution of a contract for construction, the Consultant shall provide the following outlined services:

1. **Property Owner Notifications & Utility Coordination** - The Consultant shall provide a KDOT prequalified Construction Inspector who shall perform door-to-door notification to all adjacent and affected residences and businesses on the day prior to traffic control setups at each phase of construction. The Consultant shall also conduct prior notification and coordination with all affected utilities and railroads regarding schedule for construction activities and flagger/traffic control requirements.
2. **Daily Construction Observation & Contract Reports** - The Consultant shall provide a KDOT prequalified Construction Inspector to perform daily field inspection of construction activities, complete project coordination and daily inspection reports and enforce conformance to the contract documents and specifications. The provided Construction Inspector shall also be available to the public for providing guidance and answering questions while on-site during contracted construction activities.
3. **Materials Testing & Certification** - The Consultant shall provide a KDOT-certified Asphalt QA/QC Technician to perform materials testing of plant mix bituminous materials at the project site, at the source asphalt plant and at supplying quarries, as well as determining approval of certifications for all ingredient materials, for conformance to the contract documents and specifications.
4. **Contract Final Observation & Documentation** - The Consultant shall perform final project observation, punchlist preparation, pay request review and contract administration/documentation as per the contract documents for conformance to the contract documents and specifications and Project close-out.

COMPENSATION

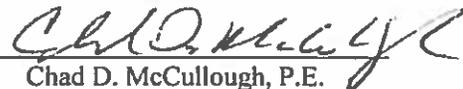
The City shall compensate the Consultant for satisfactory completion of the Scope of Services for Phase II of the Preliminary Engineering on this Project in accordance with the "Fee Schedule - Phase II Inspection & Testing Services" included with this Supplemental Agreement #1. For the purposes of this Supplemental Agreement #1, the maximum not to exceed amount due to the Consultant upon successful completion of the Scope of Services for Phase II of the Preliminary Engineering on this Project shall be \$20,792.00. The basis for incremental payments shall be per the hours and reimbursable expenses incurred for the term being invoiced with standard rates and reimbursable expenses applied as set forth in said "Fee Schedule - Phase II Inspection & Testing Services". An invoice shall be submitted by the Consultant at the end of each month to the City with the amount of said invoice being due upon receipt by the City and considered past due if not paid within thirty (30) days of the invoice date.

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

IN WITNESS WHEREOF, the City and the Consultant have executed this Supplemental Agreement #1 as of the date first above written.

Consultant:
KAW VALLEY ENGINEERING, INC.

City:
CITY OF ABILENE

By: 
Chad D. McCullough, P.E.

By: _____
David Dillner

Title: Project Manager

Title: City Manager

Date: 9/23/16

Date: _____



City Connecting Links "KLINK" Resurfacing Program

Fiscal Year 2017

Submittal Date

1. General Applicant Information

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

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

Project Location	Buckeye Avenue from 21st Street to 2400 Ave. (North City Limits) Abilene, KS
Project Length (in miles)	0.6
Project Scope (description of work: milling, overlay, etc)	2" Mill & HMA Overlay with thermoplastic pavement markings

3. Estimated Cost of the Project -

a. Construction	\$324,462.00
b. Construction Engineering/Inspection	\$24,000.00
c. Inflation Amount [(a+b) x inflation rate] (Inflation Rate 2017= 9.2%)	\$32,058.50
d. Total Estimated Cost (a+b+c)	\$380,520.50
e. Local Match* (25% or 50% minimum required, depending on population)	\$95,130.13
f. Total Requested Amount from KDOT [(d-e), not to exceed \$300,000]	\$285,390.37

**KDOT will participate in the cost of construction and construction engineering at the rate of 75% for cities with a population of less than 10,000 or 50% for cities with a population of 10,000 or greater, not to exceed \$300,000 of state funds.*

3. Coordination Information

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

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

No

If so, who?

Attachment Checklist

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

Submit Application by mail to:

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

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

Submit by Email



FY 2017 Buckeye KLINK
Proposed Project Limits

Google earth

miles
km

1

2



RESOLUTION NO. 042516-3

**A RESOLUTION APPROVING KLINK RESURFACING PROJECT AGREEMENT NO. 236-16
CONCERNING THE CITY'S PARTICIPATION IN THE KLINK RESURFACING PROGRAM**

WHEREAS, the City Commission desires to enter into a KLINK Resurfacing Agreement with the Kansas Department of Transportation ("KDOT") for the purposes of resurfacing a portion of Buckeye Avenue.

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

SECTION ONE. Agreement. That KLINK Resurfacing Agreement No. 236-16 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 25th day of April, 2016.

CITY OF ABILENE, KANSAS

By: 
S. Dee Marshall, Mayor

ATTEST


Penny Soukup, CMC
City Clerk



EXHIBIT A

KLINK Resurfacing Agreement No. 236-16

April 25, 2016

COPY

Agreement No. 236-16

PROJECT NO. 15-21 U-0594-01
KLINK RESURFACING PROJECT
CMS CONTRACT NO. _____
CITY OF ABILENE, KANSAS

AGREEMENT

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

RECITALS:

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

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

1. **City Connecting Link** - a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city's limits and is designated as part of the national system of Interstate and defense highways.
2. **KLINK Resurfacing Program** - a city connecting link (KLINK) resurfacing program that is a part of the KDOT Local Partnership Program with cities and counties. The state's participation in the cost of construction and construction engineering will be seventy-five percent (75%) for cities with a population of less than 10,000 or fifty percent (50%) for cities with a population of 10,000 or greater, up to a maximum of \$300,000.00 per fiscal year of state funds. The KLINK Resurfacing Program is for contract maintenance only.
3. **Project** - mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other pre-approved resurfacing methods for the KLINK Resurfacing Program for 2" Mill and HMA overlay with thermoplastic pavement markings on K-15, from 21st Street to North City Limits.

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

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

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

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Reimbursement of Project Costs.** The Secretary agrees to reimburse the City seventy-five percent (75%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, but not to exceed \$300,000.00, as the Secretary's total share of the cost to construct the Project. The Secretary shall not be responsible for the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceed \$400,000.00. The Secretary shall not be responsible for the total actual costs of preliminary engineering, utility adjustments, or items not participating in the KLINK Resurfacing Program.

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

ARTICLE III

CITY RESPONSIBILITIES:

1. **Limited Scope.** The Project is limited to roadway resurfacing along the Project location. The Project roadway resurfacing may include all eligible items as defined above. Roadway resurfacing does not include such non-eligible items as defined above and any other items deemed non-eligible by the Secretary. The City will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, regardless of whether such improvements are deemed non-eligible/non-participating bid items by the Secretary for reimbursement purposes.

2. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current KLINK Resurfacing Program for this Project.

3. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

4. **Indemnification by Contractors.** The City will require the contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act of omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

5. **Design, Letting, and Administration.** The City will prepare or contract to have prepared, the design plans, specifications, and cost estimate (PS&E) for the Project, let the contract, and award the contract to the lowest responsible bidder. The City agrees to construct or have constructed the Project in accordance with the final design plans and specifications; inspect or have inspected the construction; administer the Project; and make the payments due the contractor, including the portion of cost borne by the Secretary. The City shall design the Project or contract to have the Project designed in conformity with the current version of Section 16.0 City Connecting Links (KLINK) Resurfacing Program of the LPA Project Development Manual.

6. **Responsibility for Adequacy of Design.** The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of the design plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, and estimates. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, expressed or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, and estimates or any other work performed by the consultant or the City.

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

8. **Movement of Utilities.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other utilities, publicly or privately owned, which may be necessary for construction of the Project in

accordance with the final design plans. The expense of the removal or adjustment of the utilities and encroachments located on public right of way or easement shall be borne by the owner or the City.

9. **Future Encroachments.** The City will prohibit future erection, installation or construction of encroachments either on or above the right of way, and it will not in the future permit the erection of fuel dispensing pumps upon the right of way of the connecting link. The City further agrees it will require any fuel dispensing pumps erected, moved or installed along the connecting link be placed a distance from the right of way line no less than the distance permitted by the National Fire Code.
10. **Legal Authority.** The City will adopt all necessary ordinances and/or resolutions and take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.
11. **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the design plans, which includes the City's plan for handling multi-modal traffic during construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same.
12. **Permanent Traffic Control.** The City shall conform the location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by a public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference, and shall be subject to the approval of the Secretary.
13. **Access Control.** The City will maintain control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final design plans, unless prior approval is obtained from the Secretary.
14. **Final Design Plans.** The final design plans will depict the entire Project location. The eligible/participating bid items must be shown separated and listed apart from the non-eligible/non-participating bid items on the final design plans, bid documents, and on the detailed billing provided by the City. The City shall have the final design plans signed and sealed by a licensed professional engineer. The City will furnish to KDOT's Bureau of Local Projects an electronic set of final design plans and specifications. The City further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.
15. **Program Administration.** In addition to complying with all requirements contained in Section 16.0 City Connecting Links (KLINK) Resurfacing Program of the LPA Project Development Manual:
 - (a) The City acknowledges that funding for the Project may be cancelled if the City proceeds to advertise, let, or award a contract for the Project, prior to receipt of notification from KDOT's Bureau of Local Projects of its completion of the final review of the plans, specifications, and estimates (PS&E).
 - (b) The City acknowledges that funding for the Project may be cancelled if the City awards the contract for the Project prior to its receipt of an "Authority to Award" notification from KDOT's Bureau of Local Projects.

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

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

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

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

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

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

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

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

21. Accounting. Upon request by the Secretary, the City will provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of KLINK Master - City Let (Rev. 03-2016)

KDOT and costs incurred by the City not to be reimbursed by KDOT for preliminary engineering, utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

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

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

ARTICLE IV

GENERAL PROVISIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

THE CITY OF ABILENE, KANSAS

Perry Soukup 4/25/16
CITY CLERK (Date)

Ken Marshall
MAYOR

(SEAL)



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

By: J. T. Younger 5/2/16
Deputy Secretary and
State Transportation Engineer (Date)



KANSAS DEPARTMENT OF TRANSPORTATION

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

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

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

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (37 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

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

Nondiscrimination Clauses

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

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

(Revised 9/29/11)

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

CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-148a, Rev. 08-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. Contractor shall pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1118; (d) to include these provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$3,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutory required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

MANUAL PAYABLES**October 11, 2016**

Date	Check Number	Vendor	Line Item	Amount	Description
9/27/2016	22563	Impact Sports & Fitness	001-001-520800, 002-024-520800, 004-043-520800	\$ 80.00	Match for Impact the Cure 2016
Total				\$ 80.00	

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*Check Summary Register©

October 2016

Name	Check Date	Check Amt	
002000 Astra Bank checking			
Paid Chk# 022570	ABILENE ANIMAL HOSPITAL, PA	10/11/2016	\$483.50 STRAY ANIMALS - AUG & SEPT
Paid Chk# 022571	ABILENE MUNICIPAL COURT	10/11/2016	\$390.00 KIM MCCALL BOND FORFEIT
Paid Chk# 022572	ABILENE TERMITE & PEST CO	10/11/2016	\$290.00 PEST CONTROL CIVIC CENTER
Paid Chk# 022573	AIR AND FIRE SYSTEMS INC	10/11/2016	\$338.47 REPAIR FIRE EXTINGUISHER
Paid Chk# 022574	APAC, INC - SHEARS	10/11/2016	\$258.77 HOT MIX
Paid Chk# 022575	BAYER CONSTRUCTION CO, IN	10/11/2016	\$501.86 COMM & KDOT
Paid Chk# 022576	CHENEY DOOR COMPANY	10/11/2016	\$189.25 DOOR REPAIR
Paid Chk# 022577	CLARK, MIZE & LINVILLE CHART	10/11/2016	\$2,887.50 AUGUST 2016 LEGAL SERVICE
Paid Chk# 022578	CONSOLIDATED PRINTING	10/11/2016	\$1,066.82 TRT PAPER COPIES
Paid Chk# 022579	COOPER, KELLY	10/11/2016	\$1,500.00 SEPT. 2016 CLEANING
Paid Chk# 022580	CRAFCO, INC	10/11/2016	\$32.55 HATS
Paid Chk# 022581	DANKO EMERGENCY EQUIPME	10/11/2016	\$250.01 REPLACE BUNKER BOOTS & GLOVES
Paid Chk# 022582	DICK EDWARDS AUTO PLAZA	10/11/2016	\$149.00 TOW BILL
Paid Chk# 022583	EAGLE COMMUNICATIONS	10/11/2016	\$270.00 ETHERNET OCT 2016
Paid Chk# 022584	ECTV	10/11/2016	\$156.00 TRT ADVERTISING
Paid Chk# 022585	EXPRESS PRINT & SIGNS	10/11/2016	\$4.50 YOUTH VB SHIRT
Paid Chk# 022586	JANE FOLTZ	10/11/2016	\$258.18 JULY AUG SEPT MILEAGE 2016
Paid Chk# 022587	FOUR SEASONS INC	10/11/2016	\$738.80 REPAIR TO WATER PLANT A/C
Paid Chk# 022588	GREENWAY ALLIANCE	10/11/2016	\$45.00 TRT MERCHANDISE
Paid Chk# 022589	HACH COMPANY	10/11/2016	\$106.09 GLASS MICRO FIBRE DISCS
Paid Chk# 022590	HALY, DELICIA	10/11/2016	\$150.00 TRANSLATE - VELASCO VENTURA
Paid Chk# 022591	HD SUPPLY WATERWORKS	10/11/2016	\$638.19 12 MU HYD REPAIR
Paid Chk# 022592	HOLM AUTOMOTIVE CENTER	10/11/2016	\$140.00 14 VESTS
Paid Chk# 022593	MICHAEL HOOK	10/11/2016	\$1,458.33 CONTRACT LABOR
Paid Chk# 022594	IMAGE QUEST	10/11/2016	\$143.95 MAINT FEES 9/20-10/20/16
Paid Chk# 022595	J & A ELECTRIC	10/11/2016	\$625.00 NEW LIGHTS IN JEN'S OFFICE & P
Paid Chk# 022596	KA-COMM, INC.	10/11/2016	\$321.65 REPLACE SCANNER ANTENNA CAR 2
Paid Chk# 022597	KANSAS ALCOHOLIC BEVERAG	10/11/2016	\$25.00 CMB TAX STAMP SEPT 2016
Paid Chk# 022598	KANSAS ONE-CALL SYSTEM, IN	10/11/2016	\$80.00 80 TICKETS
Paid Chk# 022599	KDHE BUREAU OF WATER	10/11/2016	\$20.00 RENEWAL CLASS 3 MIKE BLACKETER
Paid Chk# 022600	KFRM & KCLY	10/11/2016	\$1,616.55 TRT ADVERTISING
Paid Chk# 022601	KIA	10/11/2016	\$100.00 TRAINING - WILKINS & CARRANZA
Paid Chk# 022602	MARK KINDERKNECHT	10/11/2016	\$400.00 NUISANCE ABATEMENT - 514 NE 6T
Paid Chk# 022603	KRPA	10/11/2016	\$700.00 MEMBERSHIP DUES FOR STAFF & CO
Paid Chk# 022604	KS DEPT OF REVENUE	10/11/2016	\$4,081.40 WATER PROTECTION & CLEAN DRINK
Paid Chk# 022605	KS EMPLOYMENT SECURITY FU	10/11/2016	\$8,094.54 3RD QTR 2016 UNEMPLOYMENT
Paid Chk# 022606	LEAGUE KS MUNICIPALITIES	10/11/2016	\$62.84 EDC BOOKS
Paid Chk# 022607	LINDER ELECTRIC	10/11/2016	\$244.99 BUCKET TRUCK & VFD COOLING MOT
Paid Chk# 022608	MIDWEST CONCRETE MATERIA	10/11/2016	\$1,478.75 CONCRETE
Paid Chk# 022609	MUNICIPAL SUPPLY, INC	10/11/2016	\$396.76 VB74 1" SETTERS
Paid Chk# 022610	NAT COWBOY POETRY RODEO	10/11/2016	\$500.00 SPONSORSHIP AS COMMITTED BY MI
Paid Chk# 022611	NATIONAL ASSOC. OF COMPUT	10/11/2016	\$45.00 MEMBERSHIP FEE -K. KUPPER
Paid Chk# 022612	NEOFUNDS BY NEOPOST	10/11/2016	\$315.30 POSTAGE
Paid Chk# 022613	NEX-TECH	10/11/2016	\$55.00 VM/EMAIL PROGRAMMING
Paid Chk# 022614	NEX-TECH RURAL TELEPHONE	10/11/2016	\$2,451.83 PHONE SERVICE
Paid Chk# 022615	OCCUPATIONAL PERFORMANC	10/11/2016	\$551.00 FLU SHOTS

CITY OF ABILENE

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*Check Summary Register©

October 2016

Name	Check Date	Check Amt	
Paid Chk# 022616	OFFICE OF THE STATE FIRE MA	10/11/2016	\$30.00 BOILER CERT. FEE
Paid Chk# 022617	OSBORN PROPERTIES	10/11/2016	\$200.00 BILLBOARD
Paid Chk# 022618	PACE ANALYTICAL SERVICES	10/11/2016	\$157.60 BASIN TEST
Paid Chk# 022619	PRAIRIE FIRE COFFEE	10/11/2016	\$83.80 COFFEE
Paid Chk# 022620	PRECISION SHARPENING, INC	10/11/2016	\$49.85 CHIPPER BLADE
Paid Chk# 022621	GLEND A PURKIS	10/11/2016	\$205.21 TRAVEL & MEAL
Paid Chk# 022622	PURVIS LAW OFFICE, LLC	10/11/2016	\$825.50 M. YOUNGBERG 16-0552/T. HODGE
Paid Chk# 022623	QUILL	10/11/2016	\$205.33 OFFICE SUPPLIES
Paid Chk# 022624	R E PEDROTTI CO, INC	10/11/2016	\$934.80 REPAIR TO 4TH & VAN FOR LIGHTI
Paid Chk# 022625	CHARLES D COOPER	10/11/2016	\$600.00 SEPT 2016 CLEANING
Paid Chk# 022626	ROBSON OIL CO, INC	10/11/2016	\$6,706.07 FUEL
Paid Chk# 022627	SAGE PRODUCTS, INC	10/11/2016	\$171.00 CORELESS TRASH BAGS
Paid Chk# 022628	SALINA SUPPLY CO	10/11/2016	\$638.70 PVC BUSH SXS/RUBBER GASKET/HYD
Paid Chk# 022629	SPARLING INSTRUMENTS, LLC	10/11/2016	\$487.42 REBUILD KIT WELL #6
Paid Chk# 022630	STANION WHOLESALE ELECTRI	10/11/2016	\$270.70 ELE BALLAST/PHIL PH12 PK/QUAD
Paid Chk# 022631	STOUT SERVICE & SALES, INC	10/11/2016	\$59.82 SEAL & GASKET
Paid Chk# 022632	SUPERIOR SANITATION SERVIC	10/11/2016	\$240.00 TRASH SERVICE @ CVB, RECYCLE &
Paid Chk# 022633	ANDREA K. SWISHER	10/11/2016	\$2,083.33 OCT 2016 SERVICE
Paid Chk# 022634	THE MANHATTAN MERCURY	10/11/2016	\$659.00 TRT ADVERTISING
Paid Chk# 022635	UNIFIRST CORPORATION	10/11/2016	\$2,109.47 UNIFORM SERVICE
Paid Chk# 022636	US BANK EQUIPMENT FINANCE	10/11/2016	\$616.41 COPIER LEASE
Paid Chk# 022637	USABLU EBOOK	10/11/2016	\$267.49 ASCO SOLENOID VALVE
Paid Chk# 022638	UTILITY SERVICE CO, INC	10/11/2016	\$25,370.04 4TH QTR WATER TOWER MAINT.
Paid Chk# 022639	VECTOR CONTROLS, LLC	10/11/2016	\$311.48 DIGITAL PANEL METER
Paid Chk# 022640	VERIZON WIRELESS	10/11/2016	\$1,276.16 CELL PHONE SERVICE
Paid Chk# 022641	VICKERS CONSULTING SERVIC	10/11/2016	\$600.00 PREPARE 2016 ASST. TO FIREFIGH
Paid Chk# 022642	WAITT OUTDOOR	10/11/2016	\$1,859.00 BILLBOARDS
Paid Chk# 022643	WESTAF/ZAPP	10/11/2016	\$491.23 ZAPPLICATION - VENDOR APPLICAT
		Total Checks	\$82,121.79

FILTER: None

City of Abilene
Payroll Expenditures Report
10/07/2016 PP#20

PAYROLL CODE		TOTALS
	NET SALARIES	\$ 71,973.34
051 & 501	OASDI - CITY/EMPLOYEE	\$ 12,803.20
049 & 502	MEDICARE - CITY/EMPLOYEE	\$ 2,994.30
001	FEDERAL WITHHOLDING - EMPLOYEE	\$ 9,864.44
056, 057, 059, & 503	KPERS - CITY/EMPLOYEE	\$ 9,157.21
505	KPERS RETIREE/EMPLOYER	\$ 137.70
153	KPERS GROUP LIFE - EMPLOYEE	\$ 92.64
061 & 504	KPF - CITY/EMPLOYEE	\$ 11,904.41
155	KPF GROUP LIFE- EMPLOYEE	\$ 40.76
105 & 540	WADDELL & REED 457 - CITY/EMPLOYEE	\$ 1,865.00
204	WADDELL & REED 529 - EMPLOYEE	\$ 125.00
110	WADDELL & REED SAVINGS - EMPLOYEE	\$ 220.00
005	STATE TAX - EMPLOYEE	\$ 3,075.65
120 & 170	AFLAC INSURANCE - EMPLOYEE	\$ 640.01
102	VISION CARE DIRECT - EMPLOYEE	\$ 125.41
104	VSP VISION PLANS - EMPLOYEE	\$ 229.20
140 & 510	HEALTH INSURANCE - CITY/EMPLOYEE	\$ 23,072.42
111 & 520	IMPACT SPORTS & FITNESS- CITY/EMPLOYEE	\$ 242.81
200	KS PAYMENT CENTER SUPPORT - EMPLOYEE	\$ 537.29
206	CALIFORNIA CHILD SUPPORT - EMPLOYEE	\$ 461.53
150 & 160	FLEXIBLE SPENDING ACCOUNT - EMPLOYEE	\$ 1,117.45
121	POLICE & FIREMENS INS. - EMPLOYEE	\$ 20.92
	TOTAL PAYROLL EXPENDITURES	\$ 150,700.69