

**ABILENE CITY COMMISSION - STUDY SESSION AGENDA**  
**DWIGHT D. EISENHOWER MEMORIAL BUILDING - 419 N. BROADWAY AVENUE**  
**August 22, 2017 - 4:00 pm**

1. **PUBLIC COMMENTS** Persons who wish to address the City Commission may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court are not permitted. Speakers are limited to three minutes. Any presentation is for informational purposes only. No action will be taken.
  
2. **ITEMS FOR DISCUSSION**
  - a. **Drainage issues of Faith Avenue**
  
  - b. **City Wide Fall clean up**
  
  - c. **Entry sign to Abilene**
  
  - d. **Discussion of Mayor and Vice-Mayor selection**
  
3. **ITEMS PROPOSED FOR THE CONSENT AGENDA**
  - a. **Agenda: August 28, 2017**
  
  - b. **Meeting Minutes: August 14, 2017 regular meeting.**
  
  - c. **Ordinance approving closing Texas Street for a special Event "Chisholm Trail Classic Auto Car Show" on September 2, 2017 and allowing alcohol to be served at the event.**
  
4. **ITEMS TO BE PLACED ON THE REGULAR AGENDA**
  - a. **Consider an agreement with Alfred Benesch & Company for inspection services for the Apron Crack Seal project at the airport. The agreement for services amount is \$8,500.00**
  
  - b. **Consider Resolution No. 082817-1 providing 30 days for the removal or initiation of repairs of 210 E. First**
  
5. **MEETINGS OF NOTE** (*Meetings at Abilene Public Library unless otherwise provided*)
  - City Commission, Aug 28<sup>th</sup> at 4:00 p.m.
  - Library Board, Sept. 4<sup>th</sup> at 4:00 p.m.
  - Airport Advisory Committee, Sept. 4<sup>th</sup> at 5:00 p.m. (if needed)
  - City Commission Study Session, Sept. 5<sup>th</sup> at 4:00 p.m. (City Bldg)
  - City Commission, Sept. 11<sup>th</sup> at 4:00 p.m.
  - Planning Commission, Sept. 12<sup>th</sup> at 4:30 p.m.
  - Abilene Sister City Committee, Sept. 14<sup>th</sup> at 7:00 p.m. (CVB)

July 25, 2017

Dear City Commissioners,

We would like to formally request that the City Commissioners review the most recent drainage study that was completed for the Faith Avenue area and make a decision on the best course of action to rectify the ongoing drainage issues. This \$24,000 drainage study was approved by the City Commission on June 13, 2016 and to our knowledge, was completed in October of 2016, but has not had any review or action taken.

There have been three separate drainage studies completed in the last 10 to 11 years for this area of town, but no action has been taken to fix the problems. In that time period, additional events have happened to create more issues. Erosion of land to the west of Faith Avenue has occurred causing deposits of silt in backyards. A new sub-division on Eagle Drive was built with a non-conforming detention pond, which has added to the drainage issues and caused the city to pump out the water after each rain event. Finally, a new commercial structure has been built on Eagle Drive without any record of a drainage plan to control water runoff, and that water will travel to the affected area.

We ask the City Commissioners to review the current study and accept the plan that will solve a problem that continues to be a burden for multiple homeowners in the neighborhood. We are more than willing to attend a work session to discuss the situation and help clarify any questions. Please contact us when the item is on the study session agenda so we can attend.

Thank you.



David Walters, Homeowner  
785-280-1086



Kyle Adams, Homeowner  
785-280-0963



Jay Russell, President  
Dawson Estates Homeowners Association  
785-479-3694

Cc: Jay Newton, Interim City Manager  
James Holland, Community Development Director



## MEMORANDUM

**TO:** City Commission  
**FROM:** Lon  
**SUBJ:** Fall cleanup week  
**DATE:** August 22,, 2017

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### **ISSUE:**

The City Commission is asked to review

### **BACKGROUND:**

From 1997-2008 Public Works was directed to provide labor and equipment to conduct a City wide clean up week. Since 2009 this event has been done in September of each year. Typically our department mobilizes three loaders equipped with grapples, five dump trucks, one borrowed County Highway Department dump truck and one flat bed truck. A crew of 10-11 men will use about 4 ½ days to complete.

### **RECOMMENDATION:**

Consideration

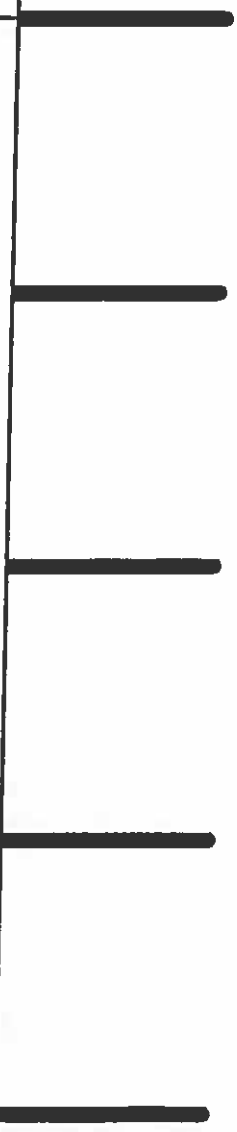
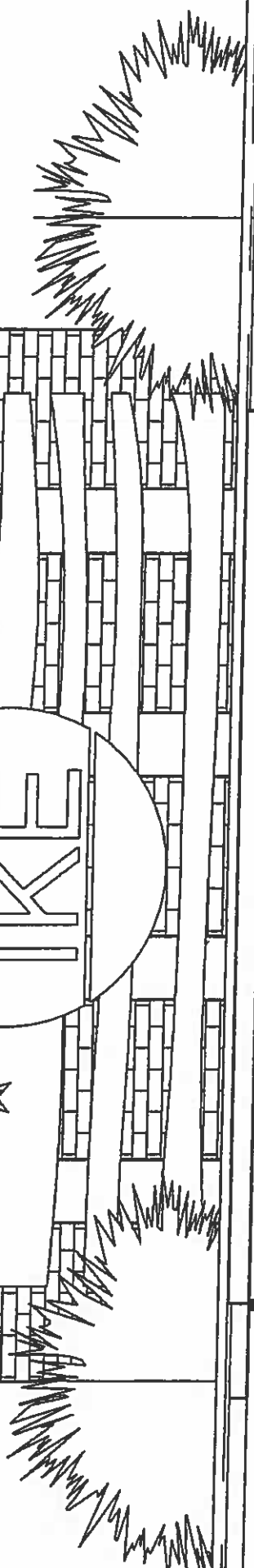
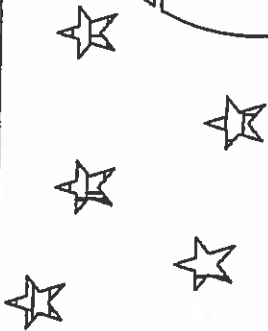
### **FISCAL NOTE:**

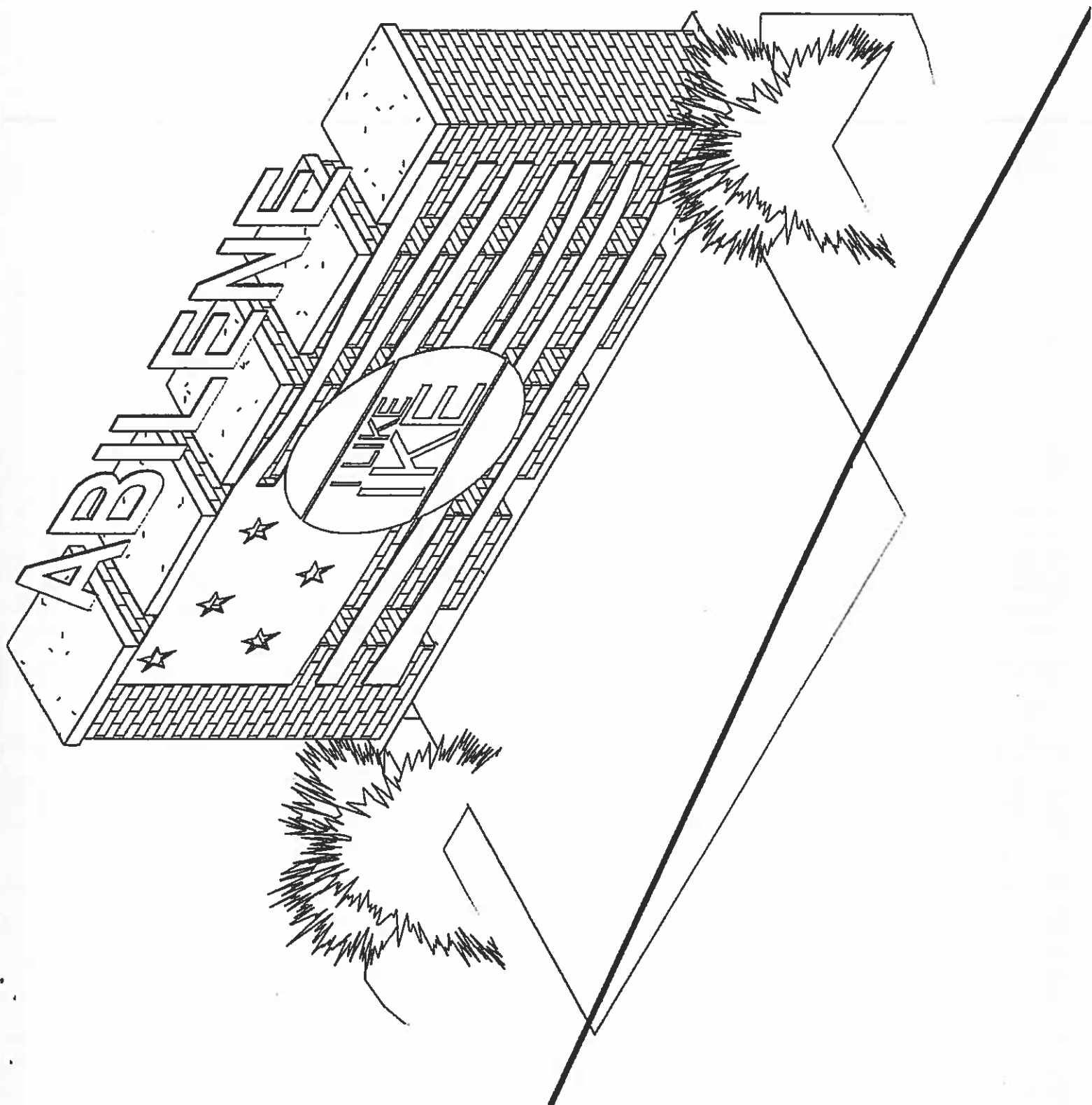
Last year's cost for hauling to the County Transfer Station was \$1502.48. I estimated our fuel usage at about \$600

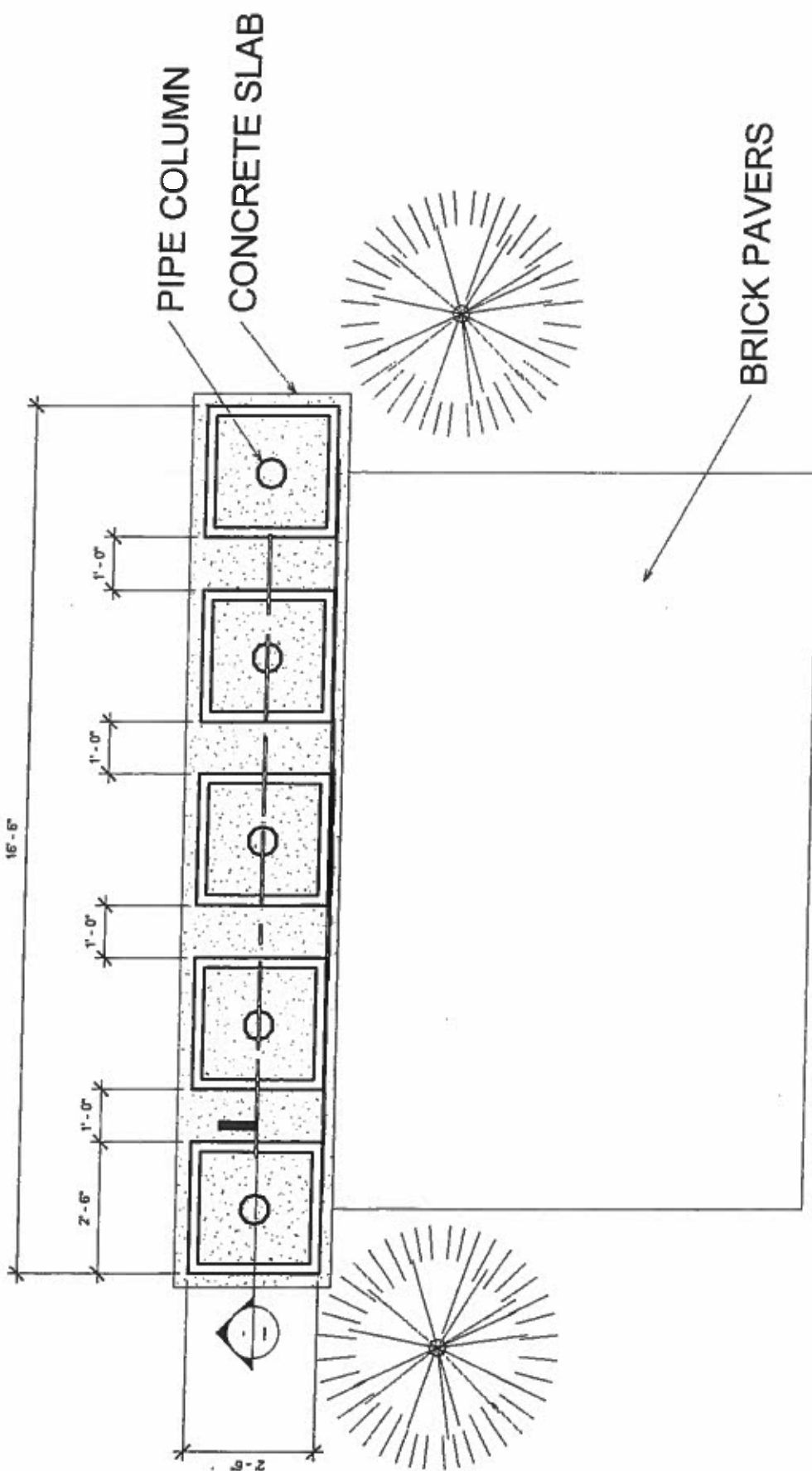
### **ATTACHMENTS:**

ABILENE

LIKE









**Abilene City Commission Minutes**  
**Abilene Public Library**  
**August 14, 2017 @ 4:00 p.m.**  
**Abilene, Kansas**

**1. Call to Order**

**2. Roll Call** – City Commission Present: Mayor Marshall, Commissioners Finn-Bowers, Weishaar and Shafer. Absent: Commissioner Bowers.

Staff Present: Interim City Manager Newton, City Clerk/Human Resources Director Soukup, City Attorney Guilfoyle, Finance Director Rothchild, Police Chief Mohn, Convention and Visitors Bureau Director Roller, Public Works Director Schrader, Community Development Director Holland and Fire Chief Sims.

Others Present: Mike Heronemus, Elizabeth Weese, Joy Waldbauer, Carl Taylor, Mark Augustine, Butch Stucky, Wendy Moulton, Kara Cromwell, Eddie Avinger, Brigitte Avinger, Terry J. Chaput, Lindsay Relph, Amanda Robinson, DW Klosterman, Jason Morton, Chris Ostermann, Deb Sanders, Dawn Hammatt, Jay Geiger and William Hane.

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

**Consent Agenda**

4. Agenda Approval for the August 14, 2017 City Commission Meeting

5. Meeting Minutes: July 24, 2017, Regular Meeting

6. Special Meeting Minutes: July 31, 2017

7. Special Meeting Minutes: August 8, 2017

8. Approval of Ordinance 3328 regulating public offenses within the City of Abilene, Kansas; incorporating by reference the Uniform Public Offense Code for Kansas Cities, Edition if 2017.

9. Approval of Ordinance 3329 regulating vehicles upon the streets and highways within the City of Abilene, Kansas; incorporating by reference the Standard Traffic Ordinance for Kansas Cities, Edition of 2017.

Motion by Commissioner Weishaar, seconded by Commissioner Finn-Bowers to approve the Consent Agenda as amended with the addition of item 15a – appointment of Angela Casteel to the City Commission. Motion carried unanimously 4-0.

**Public Comments and Communications**

**10. 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.

**11. 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**

**12. Proclamation congratulating and commending American Legion James R. Cutler Post 39 and its dedicated scouting volunteers on the Chartering of Cub Scout Pack 240.**

Mayor Marshall read a proclamation congratulating and commending American Legion James R. Cutler and his dedicated scouting volunteers on the Chartering of Cub Scout Pack 240 and presented it to Cub Scout Pack 240.

### **Public Hearings**

**13. A Public Hearing for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax for the 2018 Budget for the City of Abilene, Kansas.**

Finance Director Rothchild presented the 2018 Budget. The overall budget for the City of Abilene will increase by .503 mills to cover the Abilene Public Library increase.

Mayor Marshall opened the public hearing at 4:07 p.m.

There were no comments from the public.

Mayor Marshall closed the public hearing at 4:08 p.m.

Motion by Commissioner Weishaar, seconded by Commissioner Shafer to approve Ordinance No. 3330 **AN ORDINANCE APPROVING THE 2018 BUDGET FOR THE CITY OF ABILENE, KANSAS, AND ATTESTING TO AN INCREASE IN TAX REVENUES FOR SAID BUDGET.** Motion carried unanimously 4-0.

### **Old Business**

14. There was no old business.

### **New Business**

**15. Consider a motion to accept Kari Bowers resignation from the City Commission.**



Motion by Commissioner Weishaar, seconded by Commissioner Finn Bowers to regretfully accept Kari Bowers resignation from the City Commission. Motion carried unanimously 4-0.

**15a. Consider election of a qualified elector to complete the term of the City Commission seat vacated by Kari Bowers.**

Motion by Commissioner Shafer, seconded by Commissioner Finn Bowers to appoint Angela Casteel to fill the vacant seat on the City Commission vacated by Kari Bowers with the term ending January 8, 2018. Motion carried unanimously 4-0.

City Clerk Soukup presented the Oath of Office to newly appointed City Commissioner Angela Casteel.

**16. Consider a motion to enter a CID Funding Agreement between Property 6, LLC and the City of Abilene, Kansas for the establishment of a CID.**

Community Development Director Holland presented information regarding a Community Improvement District (CID) funding agreement with Property 6, LLC for the Abilene 24/7 Travel Center project. An initial deposit of \$5,000 will required from Property 6, LLC as part of the agreement.

Motion by Commissioner Finn Bowers, seconded by Commissioner Shafer to approve the CID funding agreement with Property 6, LLC for the Abilene 24/7 Travel Center project. Motion carried unanimously 5-0.

**17. Consider a motion to adopt Resolution No. 081417-1 giving notice of a Public Hearing on the advisability of creating a Community Improvement District in the City of Abilene, Kansas. (Property 6, LLC Project, 24-7 Travel Store)**

Community Development Director Holland explained that this resolution sets the public hearing regarding the CID for September 11, 2017 at 4:00 p.m. at the Abilene Public Library. The 2% sales tax increase for the CID will only affect the properties spelled out in the agreement.

Motion by Commissioner Finn Bowers, seconded by Commissioner Casteel to approve Resolution No. 081417-1 a **RESOLUTION OF THE GOVERNING BODY OF THE CITY OF ABILENE, KANSAS GIVING NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY (PROPERTY 6, LLC PROJECT, 24-7 TRAVEL STORE)**. Motion carried unanimously 5-0.

**18. Consider a motion to adopt Ordinance 3330 approving the 2018 Budget for the City of Abilene, Kansas and attesting to an increase in tax revenues for said Budget.**

This motion was considered and passed in the public comments section.

**19. Consider a motion to adopt Ordinance 3331 approving a Conditional Use Permit for 624 E. 1<sup>st</sup> Street, at the request of Linda Mason and Joe Reynolds, for the operation of an alterations home occupation in the Heavy Density Residential (R-3) Zoning District of the City of Abilene, Kansas.**

Community Development Director Holland presented information regarding Ordinance No. 3331 which would approve a Conditional Use Permit for the operation of an alterations business at 624 E. 1<sup>st</sup> Street.

Motion by Commissioner Finn Bowers, seconded by Commissioner Weishaar to adopt Ordinance No. 3331 **AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR 624 E. 1<sup>ST</sup> STREET, AT THE REQUEST OF LINDA MASON AND JOE REYNOLDS, FOR THE OPERATION OF AN ALTERATIONS HOME OCCUPATION IN THE HEAVY DENSITY (R-3) ZONING DISTRICT OF THE CITY OF ABILENE, KANSAS.** Motion carried unanimously 5-0.

**20. Consider a motion to adopt Ordinance 3332 approving a Conditional Use Permit for 401 Cottage Avenue, at the request of Great Plains Theatre, for the continued operation of a cinema and live theatre facility in the Light Industrial (I-1) Zoning District of the City of Abilene, Kansas.**

Community Development Director Holland presented information regarding Ordinance No. 3332 which would approve a Conditional Use Permit for 401 Cottage Avenue for the continued operation of a cinema and live theatre facility. This is an extension of the Conditional Use Permit from 2015. They have met all conditions set forth in the Conditional Use Permit and this will extend it until August 2022.

Motion by Commissioner Shafer, seconded by Commissioner Casteel to adopt Ordinance No. 3332 **AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR 401 COTTAGE AVENUE, AT THE REQUEST OF THE GREAT PLAINS THEATRE, FOR THE CONTINUED OPERATION OF A CINEMA AND LIVE THEATRE FACILITY IN THE LIGHT INDUSTRIAL (I-1) ZONING DISTRICT OF THE CITY OF ABILENE, KANSAS.** Motion carried unanimously 5-0.

**21. Consider a motion to adopt Ordinance 3333 approving the rezoning of land from “P, Public District” to “R-3, Heavy Residential District”; amending the current district zoning map of the City of Abilene, Kansas.**

Community Development Director Holland presented information regarding the rezoning of land from “P, Public District” to “R-3, Heavy Residential District” for Garfield School to be converted to a 15 unit apartment building.

The Planning Commission recommends approval of the rezoning and makes the following findings regarding the proposed zoning change:

1. Redevelopment of the entire Garfield School site to residential uses will be compatible with the historic and current character of the neighborhood.
2. The zoning change would be consistent with the long-term change exhibited in the neighborhood.
3. The zoning change would be a natural extension of the R-3 zoning district to the south and compatible with neighboring uses.
4. The allowable uses in the R-3 district are compatible with the neighborhood.

5. The physical attributes of the land, building, and site improvements do not present a barrier to full development of the site under the R-3 zoning district.
6. Without a viable public use for the property, the proposed zoning change will allow redevelopment of the site rather than it remaining vacant.
7. The site has a full range of public services with sufficient capacity to accommodate redevelopment of the site.
8. Redevelopment of the site due to its size, location and existing improvements is desirable even though there are a significant number of available lots zoned R-3.
9. The proposed rezoning implements the Comprehensive Plan by being in conformance with the future land use plan and promoting housing diversity.
10. The proposed rezoning would not create a hardship for the property owner or the general public.

Motion by Commissioner Casteel, seconded by Commissioner Weishaar to adopt Ordinance No. 3333 **AN ORDINANCE APPROVING THE REZONING OF LAND FROM "P, PUBLIC DISTRICT" TO "R-3, HEAVY INDUSTRIAL DISTRICT"; AMENDING THE CURRENT DISTRICT ZONING MAP OF THE CITY OF ABILENE, KANSAS.** Motion carried unanimously 5-0.

**22. Consider an agreement between the City of Abilene and the Kansas Department of Transportation for the intersection improvements at 14<sup>th</sup> and Buckeye.**

Public Works Director Schrader presented information regarding an agreement with the Kansas Department of Transportation for intersection improvements at 14<sup>th</sup> and Buckeye. This is a Geometric Improvement Project that we applied for about three years ago. This is a two phase project; the first phase would include the intersection improvements, an addition of a turn lane, traffic signal upgrades and sidewalk/crosswalk improvements at an estimated cost of \$555,000.00. KDOT funding of Phase I is 90% so the projected cost to the City for Phase I is \$120,000.00. Phase II will be improvements from Buckeye, west to the west side of NW Cedar and will include improvements to storm drain structures, the continuation of four lane pavement with curb and gutter, as well as a continuous sidewalk throughout the length of both phases. Phase II is fully funded by the City at an estimated cost of \$525,000.00.

Motion by Commissioner Weishaar, seconded by Commissioner Finn Bowers to approve the agreement between the City of Abilene and the Kansas Department of Transportation for the intersection improvements at 14<sup>th</sup> and Buckeye. Motion carried unanimously 5-0.

**23. Consider a motion to recess to Executive Session to discuss Non-elected personnel.**

Motion by Commissioner Weishaar, seconded by Commissioner Shafer to recess to Executive Session at 4:26 p.m. for a period not to exceed thirty minutes to discuss non-elected personnel to include the City Attorney and Interim City Manager. Motion carried unanimously 5-0.

Motion by Commissioner Weishaar, seconded by Commissioner Casteel to return to Regular Session at 4:46 p.m. Motion carried unanimously 5-0.

There was no action taken in executive session.

## Reports

### 24. City Manager's Report

Interim City Manager Newton thanked the Commission for his time serving the City of Abilene. He announced his resignation effective September 1<sup>st</sup>. He complimented the City's department heads and staff for their work.

Motion by Commissioner Finn Bowers, seconded by Commissioner Weishaar to accept Interim City Manager Newton's resignation effective September 1, 2017. Motion carried unanimously 5-0.

## Adjournment

### 25. Consideration of a motion to adjourn the August 14, 2017 City Commission meeting.

Motion by Commissioner Weishaar, seconded by Commissioner Finn Bowers to adjourn at 4:53 p.m. Motion carried unanimously 5-0.

(Seal)

\_\_\_\_\_  
Dee Marshall, Mayor

ATTEST:

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



# TEMPORARY ALCOHOLIC LIQUOR PERMIT APPLICATION

TEMPORARY ALCOHOLIC LIQUOR Permit Application Fee: \$25.00 PER DAY

**\*\*STATE OF KANSAS ALCOHOLIC BEVERAGE CONTROL TEMPORARY PERMIT REQUIRED\*\***

Name of Applicant: Nicki Dotson Date: 8-15-17

Name of Group for which the Event is planned: Chisholm Trail Car Show

Location of Event: 209 Texas St.

Date(s) of Event: 9-2-2017

Time of Event: 8am to 8pm  
(Alcoholic Beverages shall not be served or consumed between the hours of 2:00 a.m. and 6:00 a.m.)

Will the event be held on public streets, alleys, roads, sidewalks or highways?  YES  NO  
(If yes, City Commission must approve by Ordinance or Resolution)

Is there any anticipated need for police, fire, or other municipal services?  YES  NO

If yes, please state what services will be needed.

\*\*\*\*\*

James D. Hallert  
Approval of Zoning Official

8-16-17  
Date

Penny Sauter  
Approval of City Clerk

8-16-17  
Date

SMH  
Acknowledgement of Police Chief

8-16-17  
Date

\*\*\*\*\*

- All applications for Temporary Alcoholic Liquor permits must be submitted to the City Clerk not less than five (5) days prior to the event.
- The Temporary Alcoholic Liquor permits must be placed in plain view on any premises within the City where the holder of the temporary permit is serving alcoholic beverages for consumption on the premises.
- No Temporary Alcoholic Liquor permit holder shall allow the serving of alcoholic beverages between the hours of 2:00 a.m. and 6:00 a.m. or consumed between the hours of 2:00 a.m. and 6:00 a.m. at any event for which a temporary Alcohol permit has been issued.
- No alcoholic beverages shall be given, sold or traded to any person under twenty-one (21) years of age.
- A copy of all Temporary Alcoholic Liquor permits will be given to the Police Chief.

Form #17

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## MEMORANDUM

**TO:** City Commission  
**FROM:** James D. Holland, Community Development Director  
**SUBJ:** Crack Seal – Consultation and Inspection Agreement  
**DATE:** August 15, 2017

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### **ISSUE:**

The Airport Crack Seal project requires a number of engineering and administrative services, for which Alfred Benesch & Company (Benesch) has submitted a proposed consulting services agreement.

### **BACKGROUND:**

Benesch is the engineering firm we have contracted with to provide services for our recent airport projects. Brad Waller, Vice President of Benesch, has submitted the attached services agreement in which they will:

- Bidding Services - Complete the bid packets, specifications, advertising, bid analysis, and bidder credential review.
- Construction Administration - Advise the City during the construction, conduct on site inspections, review construction drawings, review billing and recommend payments, prepare change orders, and conduct final inspections.

### **RECOMMENDATION:**

Authorize the Mayor to enter into this consulting services agreement.

### **FISCAL NOTE:**

The Crack Seal project has a total budget of \$107,250 (90% KDOT, 10% City of Abilene). The KDOT approved budget included up to 10% of the costs for Engineering (bidding and construction services), which would amount to 10,725. This consulting services agreement is for \$8,500.

### **ATTACHMENTS:**

- Apron Crack Seal – Consulting Services Agreement.



**CONSULTING SERVICES AGREEMENT**

CLIENT	City of Abilene, KS	Project Name	Abilene Municipal Airport
Address	419 N. Broadway Street	Apron Crack Seal	
	PO Box 519		
		Project Location	Abilene, KS
Telephone	785.263.2550		
Client Contact		Consultant PM	Brad Waller
Client Job No.		Consultant Job No.	

This AGREEMENT is made by and between the City of Abilene, hereinafter called "CLIENT," and Alfred Benesch & Company, hereinafter called "CONSULTANT", for professional consulting services as specified herein. CONSULTANT agrees to provide CLIENT with requested consulting services more specifically described as follows d(or shown in Attachment A):

The GENERAL CONDITIONS and the following Attachments are hereby made a part of the AGREEMENT:

- Attachment A: Scope of Services and Fee Estimate
- Attachment B: Schedule of Unit Rates
- Attachment C: \_\_\_\_\_
- or
- Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this AGREEMENT, CLIENT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto. CLIENT further agrees to pay CONSULTANT for services described herein upon receipt of invoice by CLIENT for the CONSULTANT's estimated fee as described below:

- BY LUMP SUM: \$8,500.00.
- BY TIME AND MATERIALS: \$ \_\_\_\_\_.
- BY OTHER PAYMENT METHOD (See Attachment \_\_\_\_\_): \$ \_\_\_\_\_.
- AS SHOWN ON SERIALLY NUMBERED WORK AUTHORIZATIONS USING EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT:

<b>CLIENT</b>	<b>ALFRED BENESCH &amp; COMPANY</b>
BY: _____	BY: <u>Bradley J. Waller</u>
AUTHORIZED REPRESENTATIVE	AUTHORIZED REPRESENTATIVE
PRINT NAME: <u>Dee Marshall</u>	PRINT NAME: <u>Brad Waller</u>
TITLE: <u>Mayor</u>	TITLE: <u>Vice President</u>
DATE: _____, 20	DATE: <u>August 9</u> , 2017

BENESCH OFFICE: Manhattan

ADDRESS: 3226 Kimball Ave.

Manhattan, KS 66503

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



## STANDARD TERMS AND CONDITIONS

### SECTION 1 – Services by Consultant

#### 1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

#### 1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

### SECTION 2 – Payments to Consultant

#### 2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

#### 2.2 Payment for Personnel Services

##### 2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

##### 2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from

Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

##### 2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

#### 2.3 Payment for Direct Expenses

##### 2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

##### 2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

#### 2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.



**2.4.4** If Client fails to make payment in full to Consultant within sixty (60) days after the date of the undisputed invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

**2.4.5** The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

### **SECTION 3 - Term of Agreement**

#### **3.1 Term**

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

#### **3.2 Abandonment of Work**

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

#### **3.3 Termination of Agreement**

##### **3.3.1 Termination with Cause**

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

##### **3.3.2 Termination without Cause**

Either party may, at its sole discretion, terminate this Agreement without cause at any time. In the event of such

termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

#### **3.4 Payment for Work Upon Abandonment or Agreement Termination**

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

### **SECTION 4 - General Considerations**

#### **4.1 Assignment and Responsibility for Personnel**

**4.1.1** The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

**4.1.2** While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

**4.1.3** However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

#### **4.2 Insurance**

**4.2.1** Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

**4.2.2** Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance. Consultant will name the Client as additional insured on

Consultant's commercial general liability insurance.

#### **4.3 Successors and Assigns**

**4.3.1** Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

**4.3.2** Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

**4.3.3** Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

#### **4.4 Compliance with Law**

**4.4.1** Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

**4.4.2** Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

#### **4.5 Ownership and Reuse of Documents**

**4.5.1** All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

**4.5.2** All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project and Consultant shall retain

an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

#### **4.6 Consultant's Personnel at Project Site**

**4.6.1** The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

**4.6.2** To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

#### **4.7 Opinions of Cost, Financial Considerations, and Schedules**

In providing opinions of cost, financial analyses, economic

feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

#### **4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks**

**4.8.1** If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

**4.8.2** In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

**4.8.3** Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

### **SECTION 5 - Professional Responsibility**

#### **5.1 Performance of Services**

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of

such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined the deficiency is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

#### **5.2 Limitation of Liability**

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

#### **5.3 No Special or Consequential Damages**

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

#### **5.4 Indemnification**

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

#### **5.5 No Third Party Beneficiaries**

Client and Consultant expressly agree that Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any

third party.

## **SECTION 6 - Miscellaneous Provisions**

### **6.1 Notices**

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

### **6.2 Joint Preparation**

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

### **6.3 Headings**

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

### **6.4 Severability**

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

### **6.5 Dispute Resolution**

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this AGREEMENT shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

### **6.6 Equal Opportunity**

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all

regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

### **6.7 Governing Law**

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

### **6.8 Entire Agreement**

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

## **SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES**

*Supplemental Condition is incorporated herein when the applicable box is checked.*

**S.1 Location of Underground Utilities**

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

**S.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

**S.3 Disposition of Samples and Equipment**

**S.3.1 Disposition of Samples**

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

**S.3.2 Hazardous or Potentially Hazardous Samples and Materials**

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

**S.3.3 Contaminated Equipment**

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

**Attachment A**  
**Abilene Municipal Airport Apron Crack Seal**  
**Bidding & Construction Administration Services**

**COMPENSATION**

Work completed by the Consultant shall be compensated a lump sum amount of \$8,500.00.

**SCOPE OF SERVICES**

**TASK 1 – BIDDING**

- 1.1 Create a bid package to be distributed to Contractors to determine a responsive low bidder. All copies of the bid package will be electronic copies and will utilize an online plan room for distribution. No prebid conference will be held for this project.
- 1.2 Advertise the project in the local newspaper, and send out direct emails/letters to known Contractors with this expertise.
- 1.3 Tabulate and analyze bid results, evaluate bidders and furnish a letter of recommendation regarding the award of a construction contract.

**TASK 2 – CONSTRUCTION ADMINISTRATION**

- 2.1 Consultant will provide consultation and advice to the Sponsor during all construction phases.
- 2.2 Provide periodic on-site inspection as required.
- 2.3 Review and approve shop drawings and all material data submitted by construction contractors for compliance.
- 2.4 Determine amounts owed to construction contractors and process financial documents/pay applications. Consultant's review of construction contractor's work for the purpose of recommending payment does not impose on the Consultant responsibility to supervise, direct, or control such work or for the means, techniques, sequences, or procedures of construction or programs incident thereto.
- 2.5 Prepare and negotiate change orders and supplemental agreements (as needed).
- 2.6 Arrange and conduct final inspections to accept the project.



Alfred Benesch Company  
 3226 Kimball Avenue  
 Manhattan, KS 66503-2157  
 P 785-539-2202  
 F 785-539-2393

**Exhibit A - Consultant Fee Breakdown**  
 Abilene Municipal Airport Apron Crack Seal  
 Abilene, Kansas  
 August 9, 2017

Overhead Rate 158.64%  
 Profit 15%

Project Name: Abilene Municipal Airport Apron Crack Seal  
 Client: Abilene, Kansas  
 Date Prepared: August 9, 2017

Task #	Task Description	Princ.	Sr. Prof. Mgr.	Prof. Mgr.	Prof. Eng. I	Designer /	Tech. Spec.	Admin. Asst.	Intern	Party Chief /	Expenses		Total
											Determinables	Vehicle (est)	
		\$85.00	\$57.50	\$38.50	\$32.50	\$28.00	\$30.00	\$16.50	\$13.00	\$80.00	\$50.00	\$55.00	\$1
<b>Task 1</b>													
Narrative Report													
1.1	Create Bid Package				16								
1.2	Advertise the Project				4								\$350.00
1.3	Tabulate and Analyze Bids				4								
	HOURS SUBTOTAL	0	0	0	24	0	0	0	0	0	0	0	\$350.00
	COST SUBTOTAL	\$0.00	\$0.00	\$0.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$330.00
LABOR HOURS: 24													
LABOR COSTS: \$780.00													
OVERHEAD \$1,245.12													
FIXED FEE \$300.78													
EXPENSES \$0.00													
TOTAL \$2,380.00													

Task #	Task Description	Princ.	Sr. Prof. Mgr.	Prof. Mgr.	Prof. Eng. I	Designer /	Tech. Spec.	Admin. Asst.	Intern	Party Chief /	Expenses		Total
											Determinables	Vehicle (est)	
		\$85.00	\$57.50	\$38.50	\$32.50	\$28.00	\$30.00	\$16.50	\$13.00	\$80.00	\$50.00	\$55.00	\$1
<b>Task 2</b>													
Public Involvement Program													
2.1	Construction Configuration				8								
2.2	Periodic Inspection				32								
2.3	Shop Draw Review				2								4
2.4	Pay Estimators				2								
2.5	Change Orders				2								
2.6	Final Inspection				4								0.5
	HOURS SUBTOTAL	0	0	0	50	0	0	0	0	0	0	0	5
	COST SUBTOTAL	\$0.00	\$0.00	\$1,975.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$197.50
LABOR HOURS: 50													
LABOR COSTS: \$1,975.00													
OVERHEAD \$1,152.82													
FIXED FEE \$192.18													
EXPENSES \$197.50													
TOTAL \$4,180.00													

Task #	Task Description	Princ.	Sr. Prof. Mgr.	Prof. Mgr.	Prof. Eng. I	Designer /	Tech. Spec.	Admin. Asst.	Intern	Party Chief /	Expenses		Total
											Determinables	Vehicle (est)	
		\$85.00	\$57.50	\$38.50	\$32.50	\$28.00	\$30.00	\$16.50	\$13.00	\$80.00	\$50.00	\$55.00	\$1
<b>Task 3</b>													
Public Involvement Program													
3.1	Construction Configuration				8								
3.2	Periodic Inspection				32								
3.3	Shop Draw Review				2								4
3.4	Pay Estimators				2								
3.5	Change Orders				2								
3.6	Final Inspection				4								0.5
	HOURS SUBTOTAL	0	0	0	50	0	0	0	0	0	0	0	5
	COST SUBTOTAL	\$0.00	\$0.00	\$1,975.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$197.50
LABOR HOURS: 50													
LABOR COSTS: \$1,975.00													
OVERHEAD \$1,152.82													
FIXED FEE \$192.18													
EXPENSES \$197.50													
TOTAL \$4,180.00													



## MEMORANDUM

**TO:** City Commission  
**FROM:** James D. Holland, Community Development Director  
**SUBJ:** 210 E. 1<sup>st</sup> Street Dilapidation  
**DATE:** August 15, 2017

---

### **ISSUE:**

City staff has made a determination that the property at 210 E. 1<sup>st</sup> Street is dilapidated and should be demolished. Resolution 082817-1 would order repair or removal of the structure.

### **BACKGROUND:**

The City Commission adopted Resolution No. 071017-1 affixing a public hearing for August 28, 2017 to hear testimony from the property owner, lienholders, and other interest parties regarding the condition and improvement of the property at 210 E. 1<sup>st</sup> Street. After the public hearing the Commission will consider Resolution 082817-1, which will order that the structure be removed or repairs commence within 30 days by the property owner or the City may initiate removal after the 30 day period.

In the event the property owner doesn't take action, City staff will seek bids for the removal of the structure and present them to the City Commission in early October. The cost of removal less any salvage value would be certified as a lien against the property.

### **RECOMMENDATION:**

Adopt Resolution 082817-1 providing 30 days for the removal or initiation of repairs of 210 E. 1<sup>st</sup> Street.

### **FISCAL NOTE:**

It is estimated by a contractor that demolition will cost between \$4,500 and \$5,000. The City would go out for competitive bids on demolition, if the repair or remove resolution isn't adhered to. We have sufficient budget to complete the work based on this estimate.



**ATTACHMENTS:**

- Letter to owner of record dated June 22, 2017;
- Photos.

**RESOLUTION NO. 082817-1**

**A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AS FOLLOWS: (210 E. 1<sup>ST</sup> ), ABILENE, KANSAS, MORE PARTICULARLY DESCRIBED AS LOT 3, BLOCK 2, JM FISHER'S ADDITION TO THE CITY OF ABILENE, DICKINSON COUNTY, KANSAS, IS UNSAFE OR DANGEROUS AND DIRECTING THE STRUCTURE TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.**

**WHEREAS**, the building official of the City of Abilene, Kansas, did on the 22<sup>nd</sup> day of June, 2017, file with the governing body of said city a statement in writing that the structures, hereinafter described, were unsafe and dangerous, and

**WHEREAS**, the governing body did by Resolution No. 071017-1 fix the time and place of a hearing at which the owner, his agent, any lienholders or record and any occupant of such structure could appear and show cause why such structure should not be condemned and ordered repaired or demolished, and did duly publish and serve said resolution in the manner provided by law, and

**WHEREAS**, on the 28<sup>th</sup> day of August, 2017, the governing body heard all evidence submitted by the property owner, as well as evidence submitted by the building official.

**NOW, THEREFORE BE IT RESOLVED**, by the Governing Body of the City of Abilene:

That said governing body hereby finds that the structure located at 210 E. 1<sup>st</sup>, more particularly described above, within the City of Abilene, Kansas, is unsafe and dangerous and hereby directs such structure to be repaired or removed and the premises made safe and secure. The owner of such structure is hereby given thirty (30) days from the date of publication of this resolution within which to commence the repair or removal of the same and if such owner fails to commence such repair or removal within the time stated or fails to diligently prosecute the same until the work is completed, said governing body will cause the structure to be razed and removed and the costs of such razing and removing, less salvage, if any, will be assessed as a special assessment against the lot or parcel of land upon which the structure is located as provided by law.

The Governing Body further finds that the foundation needs replaced and the home leveled; the porch decking and ceiling needs replaced; the broken windows must be repaired; the deteriorated eaves, fascia, and siding need replaced; the roof must be inspected and repaired to ensure there is no water intrusion; the interior walls need to be either repaired; the restroom facilities need to be in working order; the deteriorated kitchen counters need replaced; the vegetative growth along the exterior walls needs removed; the structure must be secured against the intrusion of vermin and water; and all utility hookups must be upgraded in accordance with city code before the city will allow reconnection to the city water and sewer. All work must be performed in conformance with building code requirements. Any building permits must be obtained prior to beginning work.

Be It Further Resolved, that the city clerk shall cause this resolution to be published once in the official city paper and a copy mailed to the owners, agents, lienholders and occupants as provided by law.

**PASSED AND APPROVED** by the Governing Body of the City of Abilene, Kansas this 28<sup>th</sup> day of August, 2017.

**CITY OF ABILENE, KANSAS**

By: \_\_\_\_\_  
Dee Marshall, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Mark A. Guilfoyle, City Attorney