



ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
April 26, 2021 - 4:00 pm

DUE TO COVID-19 AND SOCIAL DISTANCING WE ARE ENCOURAGING VIEWING ALL MEETINGS VIRTUALLY ON THE LIVE STREAMED CITY OF ABILENE'S YOUTUBE PAGE AT https://www.youtube.com/channel/UCNURrU0ueP6_dRpHYu1wJEg

1. Call to Order
2. Roll Call: ____ Rein ____ Marshall ____ Ostermann ____ Shafer ____ Witt
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 April 26, 2021 City Commission Meeting
5. Meeting Minutes: April 12, 2021 Regular Meeting
6. Meeting Minutes: April 19, 2021 Special Meeting
7. Appoint Anita Madden to the Library Board for the term of 05/01/2021 through 04/30/2025.
8. Appoint Elly Cauthon to the Library Board for a 2nd term of 05/01/2021 through 04/30/2025.

Public Comments and Communications

9. Persons who wish to address the City Commission may do so when called upon by the Mayor.
10. Arbor Day Proclamation

Old and New Business

11. Executive session: I move the City Commission recess into executive session for ____ minutes to discuss the terms of employment for an individual candidate for the position of City Manager, based upon the need to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1). The meeting will resume in this room at ____ p.m.
12. Downtown Bench Proposal.
13. Consider Ordinance number 21-3398, AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO ALLOW A CHILDCARE FACILITY TO PROVIDE CARE FOR THIRTEEN (13) OR MORE CHILDREN WITHIN THE R-3 RESIDENTIAL ZONED DISTRICT AT A LOCATION GENERALLY DESCRIBED AS 121 NE 5TH ST., IN THE CITY OF ABILENE, KANSAS.
14. Executive Session: I move the city commission recess into executive session for ____ minutes to discuss the subject of the potential acquisition of specific real estate, the identification of which would be contrary to the public interest, based upon the need for the preliminary discussion of the acquisition of real property pursuant to K.S.A. 75-4319(b)(6). The open meeting will resume in this room at ____ p.m.

Reports

15. City Manager reports.



Adjournment

- 16.** Consideration of a motion to adjourn the April 26, 2021 City Commission meeting.

Future Meeting Reminders:

- City Commission Study Session, May 3 at 4 pm
- City Commission Meeting, May 10 at 4 pm



Abilene City Commission Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
April 12, 2021 @ 4:00 p.m.
Abilene, Kansas

1. Call to Order

2. Roll Call – City Commission Present: Mayor Rein, Commissioners Marshall, Ostermann, Shafer and Witt.

Staff Present: Interim City Manager/Finance Director Rothchild, City Attorney Martin, City Clerk Soukup, Convention and Visitors Bureau Director Roller-Weeks, Parks and Recreation Director Timbrook, and Public Works Director Schrader.

3. Pledge of Allegiance

Consent Agenda

- 4. Agenda Approval for the April 12, 2021 City Commission Meeting**
- 5. Meeting Minutes: March 22, 2021 Regular Meeting**
- 6. Meeting Minutes: April 5, 2021 Special Meeting**
- 7. Meeting Minutes: April 6, 2021 Special Meeting**

Motion by Commissioner Marshall, seconded by Commissioner Witt to approve the Consent Agenda as presented. Roll call vote: Marshall YES, Ostermann YES, Shafer YES, Witt YES, Rein YES. Motion carried unanimously 5-0.

Public Comments and Communications

- 8.** Persons who wish to address the City Commission may do so when called upon by the Mayor.

There were no public comments or communications.

Old and New Business

- 9. Public Hearing for evaluation the performance of the Community Development Block Grant.**

Mayor Rein opened the public hearing at 4:01 p.m.

Convention and Visitors Bureau Director Roller-Weeks gave an update on the Community Development Block Grants. The City received \$132,000.00 in block grants to assist local businesses.

Mayor Rein closed the public hearing at 4:03 p.m.

10. Consider bids for concrete paving project.

Public Works Director Schrader presented information regarding the 2021 Concrete Paving Project.

Motion by Commissioner Marshall, seconded by Commissioner Ostermann to approve the low bid in the amount of \$75,925.31 to Lancaster Construction, Inc. for the 2021 Concrete Paving Project. Roll call vote: Ostermann YES, Shafer YES, Witt YES, Rein YES, Marshall YES. Motion carried unanimously 5-0.

11. Consider the purchase of Volleyball System for the Community Center.

Parks and Recreation Director Timbrook presented information regarding the purchase of a Volleyball System for the Community Center.

Motion by Commissioner Witt, seconded by Commissioner Shafer to approve the bid in the amount of \$49,257.00 from Athco, LLC for the purchase of a Volleyball System for the Community Center. Roll call vote: Shafer YES, Witt YES, Rein YES, Marshall YES, Ostermann YES. Motion carried unanimously 5-0.

12. Consider appointment to the Library Board.

Motion by Commissioner Shafer, seconded by Commissioner Witt to appoint Sarah Wilson to the Library Board to fill an unexpired term until 2022. Roll call vote: Witt YES, Rein YES, Marshall YES, Ostermann YES, Shafer YES. Motion carried unanimously 5-0.

13. Executive Session: Motion by Commissioner Marshall, seconded by Commissioner Witt to recess into executive session for thirty minutes to discuss the terms of employment for an individual candidate for the position of City Manager, based upon the need to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1) to include the City Attorney. The meeting will resume in this room at 4:45 p.m. Roll call vote: Marshall YES, Ostermann YES, Shafer YES, Witt YES, Rein YES. Motion carried unanimously 5-0.

The Commission returned at 4:45 p.m.

Motion by Commissioner Marshall, seconded by Commissioner Ostermann to recess into executive session for twenty minutes to discuss the terms of employment for an individual candidate for the position of City Manager, based upon the need to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-

4319(b)(1) to include the City Attorney. The meeting will resume in this room at 5:06 p.m. Roll call vote: Ostermann YES, Shafer YES, Witt YES, Rein Yes, Marshall YES. Motion carried unanimously 5-0.

The Commissioner returned at 5:06 p.m.

Reports

14. City Manager reports

The Easter Egg Hunt was a success. Approximately 900 people attended to collect the 8,000 eggs that were distributed for the hunt.

The Planning Commission voted to recommend approval of a Conditional Use Permit for Cornerstone Childcare Center to allow the facility to care for 13 or more children within the R-3 Residential Zoning District.

The Planning Commission voted to recommend the approval of a small subdivision plat from Guffrey Properties for future development at the site address of 1700 block of North Buckeye within the C-3 commercial zoned district. They have received an excavation permit, but no other permits will be issued until the plat and development agreement have been properly reviewed and approved.

The Sister City Committee will meet on 4/13 at 6 p.m. at the Abilene Public Library.

The Heritage Commission will meet on 4/15 at 4:00 pm. At the Abilene Public Library.

The 2021 Alcohol and Drug funds have been distributed. There were \$10,000.00 in funds available. The S.N.A.P. (Safe Night After Prom) received \$1,500.00. The remaining \$8,500.00 was split between the two other applicants which were the Central Kansas Foundation and the Cedar House Foundation.

The street light replacement began today at the Abilene exit 275. The existing lights will be shut off once the new work as begun, tentatively April 19th and will remain shut off until construction is complete. The shoulder will be closed until construction is complete. It is expected to be complete by late Summer 2021.

Adjournment

15. Consideration of a motion to adjourn the April 12, 2021 City Commission meeting.

Motion by Commissioner Marshall, seconded by Commissioner Witt to adjourn at 5:12 p.m. Roll call vote: Shafer YES, Witt YES, Rein YES, Marshall YES, Ostermann YES. Motion carried unanimously 5-0.

(Seal)

Brandon Rein, Mayor

ATTEST:

Penny L. Soukup, CMC
City Clerk



Abilene City Commission Special Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
April 19, 2021 @ 4:00 p.m.
Abilene, Kansas

1. Call to Order

2. Roll Call – City Commission Present: Mayor Rein, Commissioners, Marshall, Ostermann, Shafer and Witt.

Others Present: Interim City Manager Rothchild, City Clerk Soukup, City Attorney Martin, Parks and Recreation Director Timbrook and CVB Director Roller.

Public Comments and Communications

3. Persons who wish to address the City Commission may do so when called upon by the Mayor.

There were no public comments or communications.

Old and New Business

4. Executive session: I move the City Commission recess into executive session for _____ minutes to discuss the terms of employment for an individual candidate for the position of City Manager, based upon the need to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)1). The meeting will resume in this room at _____ p.m.

Motion by Commission Marshall, seconded by Commissioner Witt, to recess into executive session for 20 minutes to discuss the terms of employment for an individual candidate for the position of City Manager, based upon the need to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)1). The meeting will resume in this room at 5:19 p.m. Roll call vote: Osterman YES, Shafer YES, Witt YES, Rein YES, Marshall YES. Motion carried unanimously 5-0.

The open meeting resumed at 5:20 p.m.

Adjournment

5. Consideration of a motion to adjourn the April 19, 2021 Special City Commission meeting.

Motion by Commissioner Marshall, seconded by Commissioner Witt to adjourn the April 19, 2021 special City Commission meeting. Roll call vote: Shafer YES, Witt YES, Rein YES, Marshall YES, Ostermann YES. Motion carried unanimously 5-0.

(Seal)

Brandon Rein, Mayor

ATTEST:

Penny L. Soukup, CMC
City Clerk

FW: Online Form Submittal: Board & Commission Application Form

Penny Soukup <penny@abilenecityhall.com>

Wed 3/24/2021 8:00 AM

To: Wendy Moulton <wmoulton@abilenelibrary.org>; kcromwell@abilenelibrary.org <kcromwell@abilenelibrary.org>

Cc: Kari Zook <kari@abilenecityhall.com>

FYI

*Penny L Soukup, CMC
Human Resource Director/City Clerk
City of Abilene, KS
P.O. Box 519
Abilene, KS 67410
785-263-2550
penny@abilenecityhall.com*



From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, March 23, 2021 11:13 PM
To: Penny Soukup <penny@abilenecityhall.com>
Subject: Online Form Submittal: Board & Commission Application Form

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board & Commission Application Form

Please complete the online form below.

Personal Information

Select the Board, Commission, or Committee applying for:*

Name:*

Address:*

Home Phone Number:*

Business Address:*

Business Phone Number:*

Occupation:*

Email Address:

[Library Board V]

Anita Madden

409 NW 3rd st

7853758597

409 NW 3rd st

7853758597

Shift Manager Mcdonald's

kix_girl_2000@yahoo.com

Residency Information

Length of Residency in Dickinson County:*

Are you a registered voter:*

3 years

(X) Yes

() No

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?*

If yes, which:

() Yes

(X) No

Have you served on a City Board, Commission, or Committee before?*

If yes, which:

() Yes

(X) No

Please list organization memberships and positions held:

Additional Comments:

* indicates required fields.

View any uploaded files by [abilenecityhall.com/MyAccount]signing in and then proceeding to the link below:
<http://abilenecityhall.com/Admin/FormHistory.aspx?SID=1534>

The following form was submitted via your website: Board & Commission Application Form

Select the Board, Commission, or Committee applying for:: Library Board

Name:: Anita Madden

Address:: 409 NW 3rd st

Home Phone Number:: 7853758597

Business Address:: 409 NW 3rd st

Business Phone Number:: 7853758597

Occupation:: Shift Manager Mcdonald's

Email Address:: kix_girl_2000@yahoo.com

Length of Residency in Dickinson County:: 3 years

Are you a registered voter:: Yes

Are you currently serving on other Boards, Commissions, or Committees?: No

If yes, which::

Have you served on a City Board, Commission, or Committee before?: No

If yes, which::

Please list organization memberships and positions held::

Additional Comments::

Additional Information:

Form submitted on: 3/23/2021 11:12:59 PM

Submitted from IP Address: 69.18.239.88

Referrer Page: No Referrer - Direct Link

Form Address: <http://abilenecityhall.com/Forms.aspx?FID=85>

CITY OF ABILENE
BOARDS & COMMISSIONS
REAPPOINTMENT CONSIDERATION

BOARD MEMBER: Elly Caution
ADDRESS: 512 N.E. 13th St. ABILENE KS
BOARD CURRENTLY SERVING: Library

I would like to be considered for another term on the above-mentioned City of Abilene board.

Elly L. Caution
SIGNATURE

4/20/21
DATE

CITY OF ABILENE
STATE OF KANSAS

Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, AND

WHEREAS, this holiday, called Arbor Day was first observed with the planting of more than a million trees in Nebraska, AND

WHEREAS, Arbor Day is now observed throughout the nation and the world, AND

WHEREAS, trees in our city increase property values, enhance the vitality and beauty our community, and provide an inviting environment for visitors, AND

WHEREAS, the City of Abilene has been recognized as a Tree City USA for the past 28 years by The National Arbor Day Foundation and desires to continue tree-planting and care of its trees.

NOW THEREFORE, I, BRANDON REIN, MAYOR OF THE CITY OF ABILENE, KANSAS, with the City Council, do hereby proclaim April 30th, 2021 as Arbor Day in the City of Abilene and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, AND

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Abilene, Kansas, this the 26th day of April 2021.

(ATTEST)

Brandon Rein, Mayor

Penny Soukup, CMC
City Clerk

**CITY OF ABILENE**

Eisenhower Municipal Building
419 N. Broadway - PO Box 519
Abilene, KS 67410

Voice: (785) 263-2550
Fax: (785) 263-2552
www.AbileneCityHall.com

MEMO

TO: Abilene City Commission and Marcus Rothchild, Interim City Manager

FROM: Julie Roller Weeks, Abilene Convention & Visitors Bureau Director

DATE: April 22, 2021

RE: Downtown bench & trashcan proposal

BACKGROUND

For years people have discussed the need for benches downtown, however, the challenge remains of how to pay for them.

I was recently working on a blog post for the CVB's website about "sit a spell in downtown Abilene" to promote shopping to travelers and realized there are very few stable places for visitors and shoppers to sit. Currently, benches placed throughout downtown Abilene are privately owned. There is no consistent design, and many are in poor condition, including the City's wooden bench in front of the Civic Center that was re-stained only one year ago. While more affordable, these wooden benches require consistent maintenance attention and quickly become a liability rather than an asset.



Home of the Eisenhower Presidential Library, Museum *and* Boyhood Home



Home of the Eisenhower Presidential Library, Museum *and* Boyhood Home



Home of the Eisenhower Presidential Library, Museum *and* Boyhood Home



PROJECT SUMMARY

As you know, the City of Abilene ended the year with a healthy reserve balance, sales tax collections continue to increase, and now – after hours and hours of paperwork - we will receive an additional \$66,004 in an *unbudgeted* reimbursement for the Community Development Block Grant – CV program. Rather than return these funds to the General Fund, I propose using these funds to complete a much needed and highly desirable infrastructure/ downtown investment project that will serve businesses, residents, and visitors.

While the Abilene City Commission's investment in Little Ike Park and a few new trash cans is a great step, we have an opportunity to continue these efforts throughout downtown Abilene. Adding new benches downtown will serve not only downtown businesses and shoppers, but also residents who go for downtown walks, and parade-goers.

Home of the Eisenhower Presidential Library, Museum and Boyhood Home

This is not a full-scale streetscape project, nor will it prohibit any future projects. Should someday the Commission decide to complete a streetscape project, the benches can be reused.

According to the attached quote from Fry & Associates, Inc., and Greenbush, who requested bids and coordinated the recent purchase of benches at Little Ike Park, the cost for 36, 6' cast benches is \$43,673.40 with an additional \$3,100 for shipping. The total cost to receive new benches is \$46,773.40.



This leaves a remaining \$19,230 in *unallocated* grant reimbursement funds.

Trash Cans

As the April 19, 2021 City Commission Study Session, I was asked to gather quotes for trash cans. New trash cans were placed along NW 3rd Street in 2020, but the remaining side streets still have old trash cans.

The cost to replace the remaining 16 trashcans is \$19,367.00 (including shipping).

Budget Summary

Remaining Grant Funds to Receive in 2021: \$66,004.00

Cost to add 36 benches: \$46,773.40

Cost to add 16 trashcans: \$19,367.00

Total: - \$136.40

So, for \$136.40 out of the City of Abilene's General Fund, we can complete this entire project.

NEXT STEPS

1. Agree to purchase 36 benches for downtown Abilene using \$46,773.40 in *unallocated* grant reimbursement funds. Benches should match bench improvements at Little Ike Park (order by the end of the month).
2. Agree to purchase 16 trashcans for downtown Abilene for \$19,367.00
3. Request assistance from Abilene Forward / Community Foundation of Dickinson County to coordinate a meeting with stakeholders to determine the best location bench placement.

Below is an example of how they *could* be distributed, but exact placement will require additional attention.



4. Ask the City of Abilene's Public Works Department to install the benches next to buildings facing the street (July).
5. Ask the City of Abilene's Public Works Department to replace the trash cans on side streets (as time permits).
6. Welcome the return of the Central Kansas Free Fair's parade by providing attendees with a new and sturdy place to sit (August).

Note: I asked Fry & Associates, Inc. about the proposed project timeline and was told: *DuMor, as well as several of our other manufacturers, have had a rather large influx of orders. They suggest you get the order in by the end of the month or earlier.*

With your help, we can complete an exciting and visible infrastructure project with no negative impact the 2021 budget.

Home of the Eisenhower Presidential Library, Museum *and* Boyhood Home



Fry & Associates, Inc.
101 E 15th Ave, North Kansas City MO 64116
t. 816-221-4825 f. 816-221-4831



20.6 ESC-PLAYGROUND-REC2021

QUOTE

Number FRYQ64137
Date Mar 23, 2021

End User	Ship To	Bill To
City of Abilene Julie Roller Abilene Convention & Visitors Bureau 201 NW Second Abilene, Kansas 67410 United States	City of Abilene Park Shop 1114 NW 4th St. Abilene, Kansas 67410 United States	City of Abilene Jane Folz PO Box 519 Abilene, Kansas 67410 United States

Here is the quote you requested.

Associates	P.O. Number	Ship Via	Terms
Margie Fry Steve Jones		Common	Net 10

Qty	Description	List Price	GB Price	Ext. Price
30	58-60 DuMor, Inc. 6' CAST BENCH, STEEL SEAT	\$1,277.00	\$1,213.15	\$36,394.50
1	FREIGHT for (30) Benches	\$0.00	\$3,100.00	\$3,100.00
SubTotal				\$39,494.50

36	58-60 DuMor, Inc. 6' CAST BENCH, STEEL SEAT	\$1,277.00	\$1,213.15	\$43,673.40
1	FREIGHT for (36) Benches	\$0.00	\$3,100.00	\$3,100.00
SubTotal				\$46,773.40

Continued On Next Page ...

Qty	Description	List Price	GB Price	Ext. Price
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Please contact me if I can be of further assistance.

SubTotal	\$86,57.90
Tax	\$0.00
Shipping	\$0.00
Total	\$86,57.90

Shipping Contact: _____
Email: _____

Phone: _____
Fax: _____

By Signing this I agree to the attached terms and conditions of this proposal. I also certify that I have the authority to enter the Billing Party into this agreement.

Quote Accepted By: _____ Date: _____

Pricing is CASH pricing. 3.5% cash discount will be removed from the total for credit card transactions.
Unless otherwise indicated all pricing good for 30 days from quote date



Terms and Conditions

1. Fry & Associates, Inc. ("Fry") hereby offers to sell the products and services described in this Quotation (the "Goods"), but only on the terms and conditions described herein. If Buyer submits to Fry a purchase order or other documentation with terms and conditions different from or additional to the terms and conditions described in this Quotation, Fry hereby objects to those terms and does not assent to them. No such term shall be considered to be a part of any contract between the parties.
2. The quoted purchase price may be increased to the extent that Fry's cost of the Goods may be increased as a result of (1) any agreements, codes, or legislative enactments made or enacted pursuant to federal, state or municipal legislation; and (2) increase in the cost of labor or raw materials. In addition to paying the quoted purchase price, Buyer is solely liable for any excises, levies or taxes which Fry may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the Goods, and Buyer agrees to pay the amount thereof on the same terms as it shall pay the quoted purchase price.
3. All pricing is good for 30 days from quote date unless otherwise indicated.
4. All pricing is cash pricing and includes a 3.5% discount. Use of a credit card or other non-cash basis of payment will remove this discount.
5. Cancellation of this order or part of this order will incur a restocking charge and forfeiture of any deposits made. Buyer will be responsible for any freight charges incurred. Acceptance of any returns are at the discretion of the manufacturer. No goods shall be returned for credit without first obtaining written consent from Fry.
6. Any changes to this order must be agreed to in writing and signed by both parties before they become valid.
7. Claims by Buyer for shortages, damages or errors in delivery must be made within five (5) days after the delivery of the goods. Goods are sold subject to the standard manufacturing practices of Fry's suppliers. Goods purchased on the basis of weight are subject to customary quantity variations recognized by practice in the industry.
8. Buyer shall assume all risk of loss or damage upon delivery by Fry to the carrier at the point of shipment. Scheduled dates of delivery are determined from the date of Fry's acceptance of any order or orders placed by Buyer and are estimates of approximate dates of delivery, not a guaranty of a particular date of delivery. Fry shall not be liable for any damages caused by failure or delay in shipping the Goods if such failure or delay is beyond the reasonable control of Fry.
9. This quotation may be accepted to form a binding contract upon any one of the following options: 1. Signature below and a deposit (if required) to Fry for the items listed in this quote prior to the expiration date. 2. Issuance of a purchase order to Fry referencing this quote and the terms and conditions herein prior to the expiration date above
10. Any payment terms are with approved credit. Any payment not made within terms is subject to a late payment charge of 1.5% per month (compounded) on the unpaid balance.
11. All manufacturer's warranties are honored solely under the terms set forth by the manufacturer and are not the responsibility of Fry.
12. All information presented in this quote is the responsibility of the Buyer to verify for accuracy and completeness.
13. Any agreement arising out of this transaction shall be deemed to have been made in Clay County, Missouri. The parties agree that the validity, interpretation and performance of any agreement arising out of this transaction shall be governed by the laws of the State of Missouri.
14. If Buyer requests deferral of deliveries, Fry's agreement to defer delivery shall not excuse Buyer from its obligation to pay for the goods at the same times and in the same quantities as the original delivery schedule, including interest due pursuant to these terms and conditions. In addition to adhering to the original payment schedule, Buyer shall pay such storage charges as Fry may assess for storing the goods awaiting delivery. If Buyer requests deferral prior to commencement of production, Fry may require a change in pricing based on required delivery date.
15. Fry will do its best to inform the buyer of anticipated lead times on products and services. Fry is not responsible for any changes in lead times from manufacturers and will not accept responsibility for damages due to project delays.
16. In addition to the foregoing, Buyer agrees to save and hold Fry & Associates, Inc. harmless from any claims, demands, liabilities, costs, expenses or judgments arising in whole or in part, directly or indirectly, out of the negligence or lack of care by Buyer or Buyer's customers, agents, employees or invitees involving the use of the goods supplied by Fry & Associates, Inc. This indemnification shall include all costs, attorney's fees and other expenses paid or incurred by or imposed upon Fry & Associates, Inc. in connection with the defense of any such claim.



QUOTE

Fry & Associates, Inc.

101 E 15th Ave, North Kansas City MO 64116

t. 816-221-4825 f. 816-221-4831

Number
Date

FRYQ64244
Apr 20, 2021

End User**City of Abilene**

Joy Maas
PO Box 519
Abilene, Kansas 67410
United States

Ship To**City of Abilene**

Park Shop
1114 NW 4th St
Abilene, Kansas 67410
United States

Bill To**City of Abilene**

Joy Maas
PO Box 519
Abilene, Kansas 67410
United States

DuMor Receptacles w/ Hinge Dome Cover

Associates	P.O. Number	Ship Via	Terms
Margie Fry Steve Jones		Common	Net 10

Qty	Description		List Price	GB Price	Ext. Price
16	84-32-DMH DuMor, Inc.	32 GAL STL RECEPT, HINGE DOME CVR Color:	\$1,145.00	\$1,087.75	\$17,404.00

Please contact me if I can be of further assistance.

SubTotal	\$17,404.00
Tax	\$0.00
Shipping	\$1,963.00
Total	\$19,367.00

Shipping Contact: Joy Maas
Email: parklabor@abilenecityhall.com

Phone: (785) 200-0534
Fax: (785) 263-3656

By Signing this I agree to the attached terms and conditions of this proposal. I also certify that I have the authority to enter the Billing Party into this agreement.

Quote Accepted By: _____ Date: _____

Pricing is CASH pricing. 3.5% cash discount will be removed from the total for credit card transactions.
Unless otherwise indicated all pricing good for 30 days from quote date



Terms and Conditions

1. Fry & Associates, Inc. ("Fry") hereby offers to sell the products and services described in this Quotation (the "Goods"), but only on the terms and conditions described herein. If Buyer submits to Fry a purchase order or other documentation with terms and conditions different from or additional to the terms and conditions described in this Quotation, Fry hereby objects to those terms and does not assent to them. No such term shall be considered to be a part of any contract between the parties.
2. The quoted purchase price may be increased to the extent that Fry's cost of the Goods may be increased as a result of (1) any agreements, codes, or legislative enactments made or enacted pursuant to federal, state or municipal legislation; and (2) increase in the cost of labor or raw materials. In addition to paying the quoted purchase price, Buyer is solely liable for any excises, levies or taxes which Fry may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the Goods, and Buyer agrees to pay the amount thereof on the same terms as it shall pay the quoted purchase price.
3. All pricing is good for 30 days from quote date unless otherwise indicated.
4. All pricing is cash pricing and includes a 3.5% discount. Use of a credit card or other non-cash basis of payment will remove this discount.
5. Cancellation of this order or part of this order will incur a restocking charge and forfeiture of any deposits made. Buyer will be responsible for any freight charges incurred. Acceptance of any returns are at the discretion of the manufacturer. No goods shall be returned for credit without first obtaining written consent from Fry.
6. Any changes to this order must be agreed to in writing and signed by both parties before they become valid.
7. Claims by Buyer for shortages, damages or errors in delivery must be made within five (5) days after the delivery of the goods. Goods are sold subject to the standard manufacturing practices of Fry's suppliers. Goods purchased on the basis of weight are subject to customary quantity variations recognized by practice in the industry.
8. Buyer shall assume all risk of loss or damage upon delivery by Fry to the carrier at the point of shipment. Scheduled dates of delivery are determined from the date of Fry's acceptance of any order or orders placed by Buyer and are estimates of approximate dates of delivery, not a guaranty of a particular date of delivery. Fry shall not be liable for any damages caused by failure or delay in shipping the Goods if such failure or delay is beyond the reasonable control of Fry.
9. This quotation may be accepted to form a binding contract upon any one of the following options: 1. Signature below and a deposit (if required) to Fry for the items listed in this quote prior to the expiration date. 2. Issuance of a purchase order to Fry referencing this quote and the terms and conditions herein prior to the expiration date above
10. Any payment terms are with approved credit. Any payment not made within terms is subject to a late payment charge of 1.5% per month (compounded) on the unpaid balance.
11. All manufacturer's warranties are honored solely under the terms set forth by the manufacturer and are not the responsibility of Fry.
12. All information presented in this quote is the responsibility of the Buyer to verify for accuracy and completeness.
13. Any agreement arising out of this transaction shall be deemed to have been made in Clay County, Missouri. The parties agree that the validity, interpretation and performance of any agreement arising out of this transaction shall be governed by the laws of the State of Missouri.
14. If Buyer requests deferral of deliveries, Fry's agreement to defer delivery shall not excuse Buyer from its obligation to pay for the goods at the same times and in the same quantities as the original delivery schedule, including interest due pursuant to these terms and conditions. In addition to adhering to the original payment schedule, Buyer shall pay such storage charges as Fry may assess for storing the goods awaiting delivery. If Buyer requests deferral prior to commencement of production, Fry may require a change in pricing based on required delivery date.
15. Fry will do its best to inform the buyer of anticipated lead times on products and services. Fry is not responsible for any changes in lead times from manufacturers and will not accept responsibility for damages due to project delays.
16. In addition to the foregoing, Buyer agrees to save and hold Fry & Associates, Inc. harmless from any claims, demands, liabilities, costs, expenses or judgments arising in whole or in part, directly or indirectly, out of the negligence or lack of care by Buyer or Buyer's customers, agents, employees or invitees involving the use of the goods supplied by Fry & Associates, Inc. This indemnification shall include all costs, attorney's fees and other expenses paid or incurred by or imposed upon Fry & Associates, Inc. in connection with the defense of any such claim.



City of Abilene
Item for City Commission Agenda

Meeting Date: 4/26/21

Originating Department

Planning & Zoning

Prepared By:

Kari Zook

Approved for Agenda By:
(Office Use Only)

AGENDA ITEM HEADING:

Ordinance 21-3398: Conditional Use Permit for Cornerstone Childcare Center Corp, 121 NE 5th St., Abilene, KS

BACKGROUND:

Sally Holley, owner of Cornerstone Childcare Center Corp located at 121 NE 5th St. Abilene, KS, has submitted an application for a CUP to allow a facility to provide care for thirteen (13) or more children within the R-3 residential zoned district under Article 6, Section 6-301 of the zoning regulations.

The Planning Commission approved the CUP with the following conditions by a vote of 4-0 on April 6, 2021 during a public hearing with notification sent pursuant to Article 26 of the zoning regulations: The childcare center shall comply with all applicable building codes, fire marshal regulations, and state childcare facility licensing regulations.

There was a 14-day protest period after the Planning Commission meeting in which a protest of the recommendation can be filed. No response has been recorded.

FISCAL NOTE:

N/A

COMMISSION ACTION:

Consider approval of Ordinance 21-3398 to allow Cornerstone Childcare Center Corp a CUP to provide care for thirteen (13) or more children within the R-3 district.

CITY OF ABILENE, KANSAS

DEVELOPMENT APPROVAL APPLICATION FORM

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

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

PART I: TO BE COMPLETED BY APPLICANT

APPLICATION INFORMATION

APPLICATION FOR (CHECK APPROPRIATE BOX):

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

FOR OFFICIAL USE ONLY

Appn Number: PC21-04-1
Date Received: 2/19/21
Received By: K2

BRIEF DESCRIPTION OF APPLICATION PURPOSE:

Daycare Center
to provide childcare for the community

APPLICANT INFORMATION

APPLICANT/AGENT (If Not Property Owner):

Name: Sally Holley Tel: (785) 280-0962
Business Name: Cornerstone Childcare Center Corp Fax: ()
Address: 121 WE 5th St.
City: Abilene State: KS Zip Code: 67410
E-mail: cornerstonechildcarecenter2019@gmail.com

PROPERTY OWNER (If Different from Applicant/Agent):

Name: _____ Tel: ()
Business Name: _____ Fax: ()
Address: _____
City: _____ State: _____ Zip Code: _____
E-mail: _____

ENGINEER/ARCHITECT/SURVEYOR:

Name: Travis Steerman Tel: (785) 263-2552
Business Name: City Inspector Fax: ()
Address: P.O. Box 519
City: Abilene State: KS Zip Code: 67410
E-mail: travis@abilenecityhall.com

PROPERTY INFORMATION

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

121 NE 5th St. Abilene KS 67410

PROPERTY TAX IDENTIFICATION NUMBER

001-1151604015012000

ZONING: Existing: R-3

Proposed:

LAND USE: Existing:

Proposed:

GROSS SIZE OF PLAT/LOT:

Residential: 24,467

Commercial: X

Industrial:

Other:

Total:

NUMBER OF LOTS:

Residential:

Commercial:

Industrial:

Other:

Total:

IMPROVEMENT CHARACTERISTICS:

Number of Buildings or Structures:

Total Building Area:

Maximum Height of Buildings or Structures:

Total Impervious Area:

EXISTING PUBLIC FACILITIES:

Public Private Other (Describe)

Water Service:

☒

☐

☐

Wastewater Service:

☒

☐

☐

Roadway Access:

☒

☐

☐

FLOODPLAIN INFORMATION:

Floodway: ☐ Yes

☒ No

FIRM Map-Panel Number:

Floodway Fringe: ☐ Yes

☒ No

Zone: X

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

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

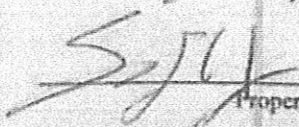
APPLICANT/PROPERTY OWNER CERTIFICATION*

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



Applicant Signature

Feb 17, 2021
Date



Property Owner Signature

Feb 17, 2021
Date

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

PART II - TO BE COMPLETED BY STAFF		
DOCUMENTS TO BE SUBMITTED WITH APPLICATION**		
☒ Copy of Deed ☒ Site Plan ☐ Infrastructure Plans ☐ Elevation Survey ☐ Performance Agreement ☐ Text Amendment Language ☐ Annexation Boundary Map ☐ Variance Justification	☐ Easements and Covenants ☐ Preliminary Plat ☐ Development Agreement ☐ Traffic Impact Study ☐ Proof of Notification ☐ Property Owner List ☐ Operating Characteristics Report ☐ Other _____	☐ Location Map ☐ Final Plat ☐ Grading and Stormwater Plans ☐ Construction Plans ☐ Utility Plans ☐ Comprehensive Plan Amendment Justification ☐ Administrative Appeal Justification
Additional document requirements provided to applicant on _____. The applicant is advised that the application is not accepted for public review until such time as the above identified documents are submitted and a Determination of Complete Application is certified.		
<u>Keri Zook</u> Name	<u>Planning & Zoning Administrator</u> Title	
<u>[Signature]</u> Signature	<u>2/19/21</u> Date	
** Number of copies for submission determined by Zoning Administrator. The Zoning Administrator may request additional information as deemed necessary to properly evaluate the permit application.		
APPLICATION REVIEW		
DECISION-MAKING BODY: ☐ Staff ☒ Planning Commission ☐ Board of Zoning Appeals ☒ City Commission ☐ Heritage Commission ☐ Other (specify): _____		
DATE OF INITIAL HEARING(S): <u>4/6/21</u>		
FEE AMOUNT: \$ <u>200 -</u> <u>CHK # 4463</u>		
DATE FEE PAID: <u>2/19/21</u>		
DETERMINATION OF COMPLETE APPLICATION: I certify that the Development Approval Application and attached documents are sufficient in form and content for review and recommendation by the decision-making bodies of the City of Abilene. As such, all required notifications and hearings may proceed pursuant to City regulations and procedures. This certification does not preclude the review, recommendation and/or decision-making bodies from requesting additional information as deemed necessary to serve the public interest.		
_____ Name	_____ Title	



Dickinson County

Kansas

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RMIS Detail Results for Instrument D264-194

[Print Friendly Version](#)

[Search Again](#) [Back to results](#)



General Information

Instrument Type	Book-Page:	Mortgage #:	Indebtedness	Reception Date	Pages	Date Signed	Doc Date	Return Date
WARRANTY DEED	D264-194		\$0.00	5/29/2020	2	05/28/2020	05/28/2020	06/01/2020

Party Information

Party Type	Name
Grantor	COMMUNITY BIBLE CHURCH OF ABILENE INC
Grantee	CORNERSTONE CHILDCARE CENTER CORP

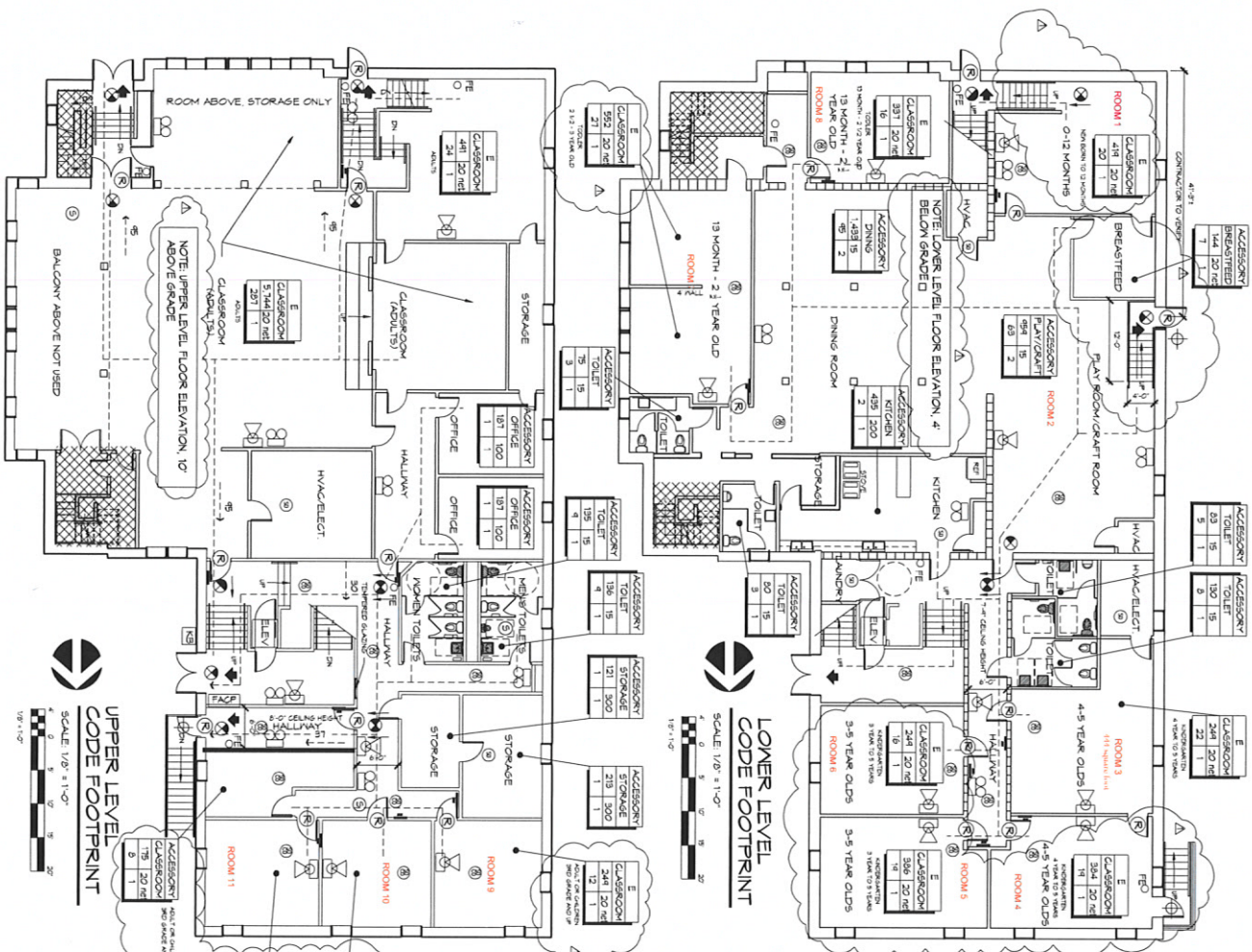
Platted Parcel Information

Plat Code	Lot	Thru Lot	Block	Parcel	Note	Consideration	Control No.	Key No.	Pin No.	Metes & Bounds
KUNEY & HODGES ADDITION	1	2	25	1151604015001000		NOAH parking lot			1151604015001000	LOTS ONE (1) AND TWO (2), BLOCK TWENTY-FIVE (25), LOTS TWENTY-FOUR, TWENTY-FIVE (25) AND TWENTY-SIX (25), BLOCK TWENTY-FIVE (25), AND LOTS TWELVE (12) AND THIRTEEN (13) BLOCK TWENTY-FOUR (24), ALL IN KUNEY AND HODGE'S ADDITION TO THE CITY OF ABILENE, DICKINSON COUNTY, KANSAS .
KUNEY & HODGES ADDITION	24	26	25	1151604015012000		facility			1151604015012000	LOTS ONE (1) AND TWO (2), BLOCK TWENTY-FIVE (25), LOTS TWENTY-FOUR, TWENTY-FIVE (25) AND TWENTY-SIX (25), BLOCK TWENTY-FIVE (25), AND LOTS TWELVE (12) AND THIRTEEN (13) BLOCK TWENTY-FOUR (24), ALL IN KUNEY AND HODGE'S ADDITION TO THE CITY OF ABILENE, DICKINSON COUNTY, KANSAS .
KUNEY & HODGES ADDITION	12	13	24	1151604014006000		NE parking lot			1151604014006000	LOTS ONE (1) AND TWO (2), BLOCK TWENTY-FIVE (25), LOTS TWENTY-FOUR, TWENTY-FIVE (25) AND TWENTY-SIX (25), BLOCK TWENTY-FIVE (25), AND LOTS TWELVE (12) AND THIRTEEN (13) BLOCK TWENTY-FOUR (24), ALL IN KUNEY AND HODGE'S ADDITION TO THE CITY OF ABILENE, DICKINSON COUNTY, KANSAS .

Return Address

Return Address	Comments
FIRST AMERICAN TITLE-ABILENE 315 N BROADWAY ABILENE, KS 67410	

This index information is for search purposes only. You may request a copy or certified copy of any document listed from the Register of Deeds Office.



PROJECT INFORMATION

THE PROJECT IS A CORNERSTONE CHILD CARE FACILITY TO CORNERSTONE CHILD CARE CENTER, INC. (CCC) IN ABILENE, TEXAS. THE FACILITY IS A 10,000 SQ. FT. BUILDING WITH 10,000 SQ. FT. OF ADDITIONAL SPACE FOR FUTURE EXPANSION. THE BUILDING WILL BE FOR CHILD CARE PURPOSES ONLY. NO OTHER USES.

DESIGN CODES:

- (1) PROJECT CONSTRUCTION PURPOSES
 - ☐ NEW CONSTRUCTION
 - ☐ RENOVATION
 - ☐ OTHER
- (2) REASON FOR SUBMITTAL
 - ☐ SUBMITTAL FOR PERMIT
 - ☐ PLAN OF CORRECTION
- (3) BUILDING LOCATION
 - ☐ BUILDING LOCATION
 - ☐ BUILDING LOCATION
- (4A) BUILDING OWNER
 - ☐ CORNERSTONE CHILD CARE CENTER, INC.
 - ☐ OTHER
- (5) CODE FOOTPRINT PREPARER
 - ☐ PROJECT ARCHITECT
 - ☐ PROJECT ARCHITECT
 - ☐ PROJECT ARCHITECT
- (6) CODE FOOTPRINT PREPARER'S SEAL
 - ☐ PROJECT ARCHITECT
 - ☐ PROJECT ARCHITECT
 - ☐ PROJECT ARCHITECT



DESIGN CODES:

- (7) PREPARATION DATE: JAN 2020
- (8) DESIGN CODES:
 - 2015 IBC
 - 2015 IRC
 - 2015 IEBC
 - 2015 IEBC
 - 2015 IEBC
- (9) BUILDING INSPECTION DEPARTMENT: ABILENE, TEXAS
- (10) LOCAL BUILDING INSPECTION DEPARTMENT: ABILENE, TEXAS
- (11) BUILDING OCCUPANCY GROUP AND TYPE: GROUP 1, CHILD CARE CENTER
- (12) TYPE OF CONSTRUCTION: TYPE IIA

- (13) OCCUPANT LOAD:
 - ROOM 1: 480 20 SF, 12
 - ROOM 2: 480 20 SF, 12
 - ROOM 3: 480 20 SF, 12
 - ROOM 4: 480 20 SF, 12
 - ROOM 5: 480 20 SF, 12
 - ROOM 6: 480 20 SF, 12
 - ROOM 7: 480 20 SF, 12
 - ROOM 8: 480 20 SF, 12
 - ROOM 9: 480 20 SF, 12
 - ROOM 10: 480 20 SF, 12
 - ROOM 11: 480 20 SF, 12

- (14) BUILDING AREA: 30,000 SQ. FT.
- (15) BUILDING FOOTPRINT: 30,000 SQ. FT.
- (16) BUILDING HEIGHT: 30.0 FT.
- (17) BUILDING TYPE: TYPE IIA
- (18) BUILDING USE: CHILD CARE CENTER
- (19) BUILDING LOCATION: ABILENE, TEXAS
- (20) BUILDING OWNER: CORNERSTONE CHILD CARE CENTER, INC.
- (21) BUILDING PREPARER: PROJECT ARCHITECT
- (22) BUILDING PREPARER'S SEAL: PROJECT ARCHITECT
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- (99) BUILDING PREPARER'S SEAL: PROJECT ARCHITECT
- (100) BUILDING PREPARER'S SEAL: PROJECT ARCHITECT

State Fire Marshal
800 SW Jackson
Suite 104
Topeka, KS 66612-1216
PLAN REVIEW APPROVED - ICC

Friday July 31, 2020

CORNERSTONE CHILDCARE CENTER CORP
121 NE 5TH ST
ABILENE, KS 67410

We have completed a review of the design submittal received on Friday July 31, 2020

The design submittal appears to be in compliance with the fire and life safety provisions of the Kansas Fire Prevention Code thus allowing the construction and/or installation work to commence. Submittal acceptance subject to comments listed below.

Plan reviews by the Kansas State Fire Marshal are cursory in nature, and compliance to the appropriate standards is expected. Comments provided by other reviewing parties or authorities having jurisdiction shall be acknowledged. Any omission of requirements on submitted plans or any omission during plan review shall in no way authorize any violation of applicable requirements under the Kansas Fire Prevention Code. Acceptance of design submittal shall not be construed to be an acceptance of items that do not conform to Kansas Fire Prevention Code.

Construction and/or work zones shall be separated from occupied areas by one-hour rated construction (or smoke resistive if sprinkler system is maintained on both sides of separation), per OSFM guidelines. Any temporary egress must be approved by OSFM. Additionally, the OSFM has the authority to verify at any time that construction and/or installation work complies with the accepted plans and state-adopted regulations.

Each project will require an inspection at 50% completion. A request for inspection must be made to the licensing agency at least 30-days before the 50% milestone. Fire Protection System shall adhere to the engineered drawings, manufacturer requirements/listings, and the appropriate Codes and Standards. The responsible contractor shall leave a copy at the facility of the final test report verifying that the installed fire protection system is in proper and compliant working condition. The completed fire protection system installation is subject to verification by OSFM. If changes are required in construction, separation to occupied spaces, or temporary egress, these changes must be approved, in writing, by OSFM. All work on the project shall stop until an approval is obtained. If the project, at any point, cannot maintain the required separation or causes any impairment to any fire protection system, the OSFM must be notified and the facility must perform a fire watch until the conditions are corrected. Failure to comply with these requirements could result in significant penalties including citation of Immediate Jeopardy or the issuance of an order to cease and desist.

Fire alarm, automatic suppression systems, and other extinguishing system plans must be submitted separately for review and approval, before final inspection. Final inspection and referral to licensing agency are required prior to final occupancy. The Office of the State Fire Marshal has reviewed these plans for compliance with the applicable codes and standards.

State and local licensing agencies may impose additional requirements.

07/31/2020 11:35:31 AM Jesse Floyd

CODE FOOTPRINT APPROVED AS NOTED:

ROOM 1 APPROVED FOR 17 TOTAL OCCUPANTS OF ANY AGE.
ROOM 2 APPROVED FOR 64 TOTAL OCCUPANTS OF ANY AGE.
ROOM 3 APPROVED FOR 22 TOTAL OCCUPANTS 2 1/2 YEARS OF AGE AND OLDER.
ROOM 4 APPROVED FOR 19 TOTAL OCCUPANTS OF ANY AGE.
ROOM 5 APPROVED FOR 19 TOTAL OCCUPANTS 2 1/2 YEARS OF AGE AND OLDER.
ROOM 6 APPROVED FOR 16 TOTAL OCCUPANTS 2 1/2 YEARS OF AGE AND OLDER.
ROOM 7 APPROVED FOR 27 TOTAL OCCUPANTS 2 1/2 YEARS OF AGE AND OLDER.
ROOM 8 APPROVED FOR 16 TOTAL OCCUPANTS 2 1/2 YEARS OF AGE AND OLDER.

ORDINANCE NO. 21-3398

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO ALLOW A CHILDCARE FACILITY TO PROVIDE CARE FOR THIRTEEN (13) OR MORE CHILDREN WITHIN THE R-3 RESIDENTIAL ZONED DISTRICT AT A LOCATION GENERALLY DESCRIBED AS 121 NE 5TH ST., IN THE CITY OF ABILENE, KANSAS.

WHEREAS, the Planning Commission reviewed a request by Cornerstone Childcare Center Corp to allow a childcare facility to provide care for thirteen (13) or more children within the R-3 residential zoned district at a location generally described as 121 NE 5th St., in Abilene, Kansas; and

WHEREAS, the Planning Commission conducted a public hearing pursuant to Article 26 of the Zoning Regulations on April 6, 2021, after proper notice was given; and

WHEREAS, after public comments were received, the Planning Commission recommended approval with a vote of 4-0 of the conditional use permit.

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

Section 1. Conditional Use Permit. A conditional use permit is hereby granted to Cornerstone Childcare Center Corp for approval to provide care to thirteen (13) or more children in the childcare facility on the property commonly known as 121 NE 5th St., in Abilene, Kansas and legally described as follows:

KUNEY AND HODGES ADDITION, S16, T13, R02, BLOCK 25, Lot 22 - 26, INC E 10' LOT 21, LESS R/W IN THE CITY OF ABILENE, DICKINSON COUNTY, KANSAS.
PARCEL ID: 0211151604015012000

all as generally described in the conditional use permit application attached hereto as Exhibit A. The conditional use permit shall not be limited in time, subject to compliance with the conditions set forth in Section 2 below.

Section 2. Permit Conditions. Pursuant to the Zoning Regulations, the Planning Commission may impose, and the City Commission may approve, reasonable conditions on the approval of a conditional use permit. The following conditions as imposed by the Planning Commission are approved by the City Commission:

1. The childcare facility shall comply with all applicable building codes, fire marshal regulations, and state childcare facility licensing regulations.

Section 3. Certified Copy. A certified copy of this Ordinance signed by the City Clerk for the City of Abilene, Kansas, shall be recorded against the subject property legally described above, in the Office of the Register of Deeds, Dickinson County, Kansas.

Section 4. Effective Date. This Ordinance shall be in full force and effect from and after its adoption and publication once in the official newspaper by the following summary:

Ordinance No. 21-3398 Summary

On April 26, 2021, the City Commission passed Ordinance No. 21-3398. The Ordinance grants a conditional use permit to allow the Cornerstone Childcare Center Corp to provide care for thirteen (13) or more children within the R-3 residential zoned district at a location generally described as 121 NE 5th St., in Abilene, Kansas. A complete copy of the ordinance is available online at www.abilenecityhall.com or in the office of the City Clerk, 419 N. Broadway St. in Abilene, Kansas, free of charge. This summary is certified by the City's legal counsel.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas on this 26th day of April, 2021.

CITY OF ABILENE, KANSAS

By: _____
Brandon Rein, Mayor

ATTEST:

Penny L. Soukup, CMC, City Clerk

The publication summary set forth above is certified this 26th day of April, 2021.

Aaron O. Martin, City Attorney

CITY OF ABILENE

04/20/21 11:19 AM

Page 1

***Check Summary Register©**

Batch: 042621PAY

Name		Check Date	Check Amt	
002000 Astra Bank checking				
31496	A.L.E.R.T.	4/26/2021	\$40.00	ACI STALKER PATROL
31497	ABILENE TERMITE & PEST CO	4/26/2021	\$290.00	MARCH SERVICE
31498	BLIXT LANDFILL	4/26/2021	\$15.00	C/D MATERIALS
31499	BOBCAT OF SALINA	4/26/2021	\$11.39	17B HYDRAULIC FILTER
31500	BRUCE MCMILLAN AIA ARCHITE	4/26/2021	\$10,326.40	FEASABILITY STUDY FOR APD PROJECT #
31501	CAT CANS PORTABLE SERVICE	4/26/2021	\$200.00	PORTA POTTIES FOR FLY-IN
31502	CATLETT AUTOMOTIVE INC	4/26/2021	\$400.26	AFD SCREW CAP
31503	D S & O RURAL ELECTRIC COOP	4/26/2021	\$173.32	ELECTRIC SERVICE @ LIGHT CLR GARTEN
31504	EAGLE TECHNOLOGY Solutio	4/26/2021	\$190.00	DOMAIN @ CVB
31505	EVERGY	4/26/2021	\$9,349.06	STREET LIGHTS
31506	GADES SALES CO, INC	4/26/2021	\$441.31	HWY 15 TRUCK ROUTE SIGN BRACKETS
31507	HALE, DAN	4/26/2021	\$189.50	FIRE HYDRANT STATIC PRESSURE GAUGE
31508	BANK OF AMERICA	4/26/2021	\$1,836.26	WASHED ROCK
31509	IMAGE QUEST	4/26/2021	\$153.96	COPIER USAGE
31510	JACKSON, PETER R.	4/26/2021	\$168.00	6 GAMES @ 28
31511	LINDER ELECTRIC	4/26/2021	\$8,272.88	REPLACE POLE & FIX LIGHTS FIELD 4
31512	LUMBER HOUSE TRUE VALUE	4/26/2021	\$1,762.69	REMODEL MATERIAL & SUPPLIES
31513	MATEER, LORI	4/26/2021	\$45.00	REFUND SOFTBALL
31514	INK SHARKS, LLC	4/26/2021	\$1,599.40	JR COWBOY BASEBALL CAMP SHIRTS
31515	MIDWEST CONCRETE MATERIA	4/26/2021	\$459.50	STREET PARKING LOT REPAIR
31516	INVORG INC	4/26/2021	\$1,220.00	APRIL 2021 HOSTING FEE
31517	NATIONAL PEN	4/26/2021	\$1,108.90	NOTEBOOKS FOR VISITOR BAGS
31518	PACE ANALYTICAL SERVICES	4/26/2021	\$501.20	EFFLUENT SAMPLES
31519	QUADIENT FINANCE USA, INC	4/26/2021	\$233.78	POSTAGE
31520	RAHE, TIFFANY	4/26/2021	\$45.00	REFUND SOFTBALL
31521	ROASTER JOES, INC	4/26/2021	\$149.90	COFFEE
31522	ROBINSON, EDWARD	4/26/2021	\$168.00	6 GAMES @ 28
31523	ROBSON OIL CO, INC	4/26/2021	\$522.80	OIL FOR TRUCK SERVICE
31524	SALINA SUPPLY CO	4/26/2021	\$318.23	2" WATER SERVICE
31525	SAM, LLC	4/26/2021	\$3,600.00	GIS MAPPING
31526	SAMS CLUB/GEFCF	4/26/2021	\$418.74	BD CONCESSIONS/CC TRASH BAGS
31527	STREET DECOR INC	4/26/2021	\$365.00	BANNERS FOR LIGHT POLES IN CIVIC CEN
31528	KELLEE TIMBROOK	4/26/2021	\$239.78	MILEAGE
31529	US BANK EQUIPMENT FINANCE	4/26/2021	\$336.32	CONTRACT COPIER 3/25-4/25/21
31530	US POST OFFICE	4/26/2021	\$1,258.00	REGULAR BILLING MAY 2021
31531	UTILITY SERVICE CO, INC	4/26/2021	\$16,623.62	2ND QTR WATER TOWER MAINTENANCE
31532	VAN DIEST CHEMICAL CO	4/26/2021	\$1,180.02	CHEMICALS
31533	VERIZON	4/26/2021	\$1,931.49	CELL PHONE SERVICE
31534	VISA - UMB ADMINISTRATION	4/26/2021	\$9,685.34	DUES/SUBSCRIPTIONS/PUBLICATION
31535	VISA - UMB AIRPORT	4/26/2021	\$174.89	INTERNET
31536	VISA - UMB CVB	4/26/2021	\$2,560.00	POSTAGE
31537	VISA - UMB FIRE DEPT	4/26/2021	\$1,390.50	JANITOR SUPPLIES
31538	VISA - UMB PARKS	4/26/2021	\$4,275.29	OFFICE SUPPLIES
31539	VISA - UMB POLICE DEPT	4/26/2021	\$3,049.42	VEHICLE EXPENSES
31540	VISA - UMB PUBLIC WORKS	4/26/2021	\$4,060.43	EQUIPMENT REPAIR & MAINT
Total Checks			\$91,340.58	

FILTER: ((([Act Year]='2021' and [period] in (4))) and (Source in ('042621PAY')))

CITY OF ABILENE

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Page 1

*Check Summary Register©

Batch: MANUAL042121

Name		Check Date	Check Amt	
002000	Astra Bank checking			
31541	PRAIRIE LANDWORKS, INC	4/21/2021	\$26,806.50	BILLING #6 FAITH AVE DETENTION BASIN
Total Checks			\$26,806.50	

FILTER: ((([Act Year]='2021' and [period] in (4))) and (Source in ('MANUAL042121')))

City of Abilene
Payroll Expenditures Report
04/16/2021 PR #8

PAYROLL CODE		TOTALS	
	NET SALARIES	\$	70,932.98
051 & 501	OASDI - CITY/EMPLOYEE	\$	12,537.52
049 & 502	MEDICARE - CITY/EMPLOYEE	\$	2,932.18
001	FEDERAL WITHHOLDING - EMPLOYEE	\$	8,394.50
503	KPERS - CITY	\$	5,959.34
056, 057, 059	KPERS EMPLOYEE	\$	3,622.72
		\$	9,582.06
505	KPERS RETIREE/EMPLOYER	\$	-
153	KPERS GROUP LIFE - EMPLOYEE	\$	138.49
504	KPF - CITY	\$	10,125.26
61	KPF EMPLOYEE	\$	3,175.26
		\$	13,300.52
155	KPF GROUP LIFE- EMPLOYEE	\$	54.02
105 & 540	WADDELL & REED 457 - CITY/EMPLOYEE	\$	1,195.00
204	WADDELL & REED 529 - EMPLOYEE	\$	50.00
110	WADDELL & REED SAVINGS - EMPLOYEE	\$	300.00
130 & 530	ICMA 457 CITY/EMPLOYEE	\$	-
005	STATE TAX - EMPLOYEE	\$	4,340.23
120	AFLAC After Tax D&L - EMPLOYEE	\$	127.68
170	AFLAC Before Tax INSURANCE - EMPLOYEE	\$	628.87
102	VISION CARE DIRECT - EMPLOYEE	\$	95.69
104	VSP VISION PLANS - EMPLOYEE	\$	171.23
140	HEALTH INSURANCE - EMPLOYEE	\$	5,823.78
510	HEALTH INSURANCE - CITY	\$	16,315.74
		\$	22,139.52
103	HEALTH SAVINGS ACCOUNT - EMPLOYEE	\$	257.50
506	HEALTH SAVINGS ACCOUNT - CITY	\$	250.00
111 & 520	IMPACT SPORTS & FITNESS- CITY/EMPLOYEE	\$	272.96
114 & 560	ABILENE PHYSICAL THERAPY - CITY/EMPLOYEE	\$	-
200	KS Support order- EMPLOYEE	\$	168.46
206	CA Support order - EMPLOYEE	\$	369.23
150	FLEXIBLE SPENDING ACCOUNT - EMPLOYEE	\$	1,201.17
121	POLICE & FIREMENS INS. - EMPLOYEE	\$	20.92
211	GARNISHMENT - EMPLOYEE	\$	211.37
	TOTAL PAYROLL EXPENDITURES	\$	149,672.10