

ABILENE CITY COMMISSION - REGULAR MEETING AGENDA

DWIGHT D. EISENHOWER MUNICIPAL BUILDING, 419 N BROADWAY

April 13, 2020 - 4:00 pm

1. Call to Order
2. Roll Call: _____ Ostermann _____ Rein _____ Marshall _____ 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 13, 2020 City Commission meeting.
5. Meeting minutes: March 9, 2020 regular meeting.
6. Special meeting minutes: March 23, 2020 and April 3, 2020

Public Comments and Communications

7. The City Clerk will update the Mayor and City Commission on any public comments she has received. Public comments must be sent to the city clerk by noon on Monday April 13, 2020 at penny@abilenecityhall.com

Old and New Business

8. Consider approval of the "Industrial Land Funding Policy".
9. Consider SE Drainage work order between the City of Abilene & Olsson Associates
10. Consider an agreement between the City of Abilene and Rawhide Portable Corral, Inc for a temporary access easement to the Recycle Center during 8th street construction.
11. Consider Bids for street and parking lot improvements in the amount of \$149,689.50.
12. Discussion regarding meeting format using the "Go to meeting".

Reports

13. City Manager reports.

Adjournment

14. Consider a motion to adjourn the April 13, 2020 City Commission meeting.

Future Meeting Reminders:

- City Commission Meeting, April 27 at 4 pm



Abilene City Commission Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
March 9, 2020 @ 4:00 p.m.
Abilene, Kansas

1. Call to Order

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

Staff Present: City Manager Foltz, City Clerk Soukup, City Attorney Martin, Finance Director Rothchild, Convention and Visitors Bureau Director Roller, Police Chief Mohn, Fire Chief Sims, Public Works Director Schrader, Planning and Zoning Director Franey and Engineer Consultant Mark Bachamp.

3. Pledge of Allegiance

Consent Agenda

- 4. Agenda Approval for the March 9, 2020 City Commission Meeting**
- 5. Meeting minutes: February 24, 2020 Regular Meeting**
- 6. Consider approval of Resolution 030920-1 adopting the Employees Policies and Guidelines.**

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

Public Comments and Communications

7. 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

8. Consider Ordinance 20-3386 related to Garfield, LLC IRB documents

Mary Carson, Triplett, Woolf & Garretson, presented information regarding the Garfield, LLC Industrial Revenue Bonds.

Andy Gilmore, Garfield, LLC, gave an update on the project. The end of June is the estimated completion date.

Motion by Commissioner Witt, seconded by Vice-Mayor Rein to approve Ordinance No. 20-3386 **AN ORDINANCE AUTHORIZING THE CITY OF ABILENE, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2020 (THE GARFIELD, LLC) IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,000,000 TO FINANCE (1) PURCHASING, RENOVATING, CONSTRUCTING, EQUIPPING, AND FURNISHING A MULTI-PHASED SENIOR LIVING FACILITY AND ALL THINGS RELATED THERETO, AND (2) CERTAIN COSTS OF ISSUANCE OF SUCH BONDS; AUTHORIZING EXECUTION OF BOND DOCUMENTS RELATING TO ISSUANCE, PAYMENT AND PURCHASE OF THE 2020 BONDS.** Motion carried unanimously 5-0.

9. Annual EMC Insurance renewal with Smart Insurance

Doug Smart, Smart Insurance presented the EMC Insurance renewal with changes. The renewal amount is \$248,422.00.

Motion by Commissioner Marshall, seconded by Commissioner Witt to approve the EMC Insurance renewal. Motion carried unanimously 5-0.

10. Consider bids for the purchase of a Public Works dump truck, spreader and blade in the amount of \$119,944.00.

Motion by Commissioner Shafer, seconded by Commissioner Marshall to approve the bid of \$119,944.00 from Summit Truck Group, Salina, Kansas for the purchase of a dump truck with spreader and blade for the Public Works Department. Motion carried unanimously 5-0.

11. Consider bids for the purchase of a Parks Department flatbed truck in the amount of \$30,084.00.

Motion by Commissioner Marshall, seconded by Vice-Mayor Rein to approve the bid of \$30,084.00 from Holm Automotive for the purchase of a flatbed truck for the Parks Department. Motion carried unanimously 5-0.

12. Consider approval of City Manager contract with Jane Foltz.

City Attorney Martin presented City Manager Jane Foltz's contract.

Motion by Commissioner Marshall, seconded by Commissioner Shafer to approve City Manager Jane Foltz's contract. Motion carried unanimously 5-0.

13. Debt service review by Marcus Rothchild

Finance Director Rothchild presented the debt service review.

Reports

14. City Manager reports

The City staff is taking precautions against the Coronavirus.

There will be a tabletop exercise on March 19th.

Tim Davis with the Public Works Department has retired.

We have received 38 applications for the Parks and Recreation Director position.

Adjournment

15. Consideration of a motion to adjourn the March 9, 2020 City Commission meeting.

Motion by Commissioner Shafer, seconded by Commissioner Marshall to adjourn at 4:30 p.m.
Motion carried unanimously 5-0.

(Seal)

Chris Ostermann, Mayor

ATTEST:

Penny L. Soukup, CMC
City Clerk



**Abilene City Commission Special Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
March 23, 2020 @ 1:00 p.m.
Abilene, Kansas**

1. Call to Order

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

Staff Present: City Manager Foltz, City Clerk Soukup, City Attorney Martin-via phone, Finance Director Rothchild.

Old and New Business

3. Update the City Commission on matters relating to the COVID-19 public health emergency.

City Manager Foltz gave an update on the COVID-19 virus. Requesting to close the city for non-essential services. Police, Fire and Public Works will work on an as needed basis. A schedule has been made for other employees to come in to run business functions.

The Recreation Center is closed for a week. Signs are being put out to keep a six-foot distance from others and not to use park equipment.

4. Discuss and potentially take action on a temporary closure of non-essential city facilities and services and discussion and potential action on other matters related to such temporary closure.

Motion by Commission Shafer, seconded by Commissioner Witt to authorized City Manager Foltz to authorize payments for the City during this time. Motion carried unanimously 5-0.

Motion by Commissioner Marshall, seconded by Commissioner Witt to close City non-essential services until April 8th. Motion carried unanimously 5-0.

Mayor Ostermann read the news release that will go out to the public.

Adjournment

5. Consideration of a motion to adjourn the March 23, 2020 Special City Commission meeting.

Motion by Commissioner Rein, seconded by Commissioner Marshall to adjourn at 1:20 pm. Motion carried unanimously 5-0.

(Seal)

Chris Ostermann, Mayor

ATTEST:

Penny L. Soukup, CMC
City Clerk



Abilene City Commission Special Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
April 3, 2020 @ 9:30 a.m.
Abilene, Kansas

1. Call to Order

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

Staff Present: City Manager Foltz, City Clerk Soukup, City Attorney Martin-via phone, Finance Director Rothchild.

3. Pledge of Allegiance

Mayor Ostermann lead the Pledge of Allegiance.

4. Public Comments and Communications.

Members of the public will not be allowed to be present at the meeting because of emergency limitations because of the COVID-19 pandemic.

Old and New Business

5. Discussion regarding the format for future City Commission meetings due to the COVID-19 pandemic.

City Attorney Martin presented options the City Commission could follow to be in compliance with the Kansas Open Meetings Act.

There was discussion among the commissioners regarding regular meeting, study session and public comment format for future meetings during the COVID-19 pandemic emergency declaration.

Motion by Commissioner Witt, seconded by Commissioner Marshall that during the new special meeting format during the emergency declaration the public comments will be accepted by email to the City Clerk by

Monday at noon on the day of the City Commission meeting, with agendas being published the Friday before the meeting.

Motion by Commissioner Witt, seconded by Commission Marshall to amend the motion to include holding the Study Sessions 30 minutes prior to the regular meeting. Motion carried unanimously 4-0.

Motion by Commissioner Witt, seconded by Commissioner Marshall to approve the amended motion to receive public comments via email to City Clerk Soukup by noon on Monday before the meeting and to hold study sessions 30 minutes prior to the regular commission meetings. Motion carried unanimously 4-0.

6. Consider Resolution 04032020-1, A RESOLUTION OF THE CITY OF ABILENE, KANSAS TEMPORARILY EXPANDING THE AUTHORITY OF THE CITY MANAGER TO ACT ON BEHALF OF THE CITY IN RESPONSE TO THE COVID-19 EMERGENCY; AND RATIFYING PREVIOUS DECISIONS REGARDING THE COVID-19 EMERGENCY.

City Attorney Martin explained Resolution No. 04032020-1 regarding temporarily expanding the authority of the City Manager to act on behalf of the City in response to the COVID-19 emergency.

There was discussion among the commissioners regarding city operations during the COVID-19 emergency.

Motion by Commissioner Rein, seconded by Commission Marshall to adhere to the Kansas Governor's stay at home order regarding who is essential and non-essential personnel with regards to the COVID-19 emergency. Motion carried unanimously 4-0.

Motion by Commissioner Marshall, seconded by Commissioner Witt to keep the meeting schedule with regular meetings on the 2nd and 4th Mondays of the month and study sessions held on alternate Monday. Motion carried unanimously 4-0.

Motion by Commissioner Witt, seconded by Commission Marshall to table the approval of Resolution 04032020-1 until further notice. Motion carried unanimously 4-0.

7. City Manager Reports

City staff is putting together a plan to bring in essential personnel from the Public Works Department, Parks and Recreation Department and Administration to perform essential services.

The purchase of the lumber yard next to the Public Works Department will be completed this week.

City Attorney Martin continues to work on the rural water response for rate increases.

City Attorney Martin and City Engineer Bachamp continue working on the northeast drainage project.

Bids were received on the street/parking lot improvement project this week. The bids came in 33% lower than projected.

Work continues on the 8th Street Project.

We are working on an agreement from Rawhide Corral for the access to the Recycling Center during the 8th Street Project.

We received \$7,716.50 from sale of items on Purple Wave.

Jane and Penny have been busy receiving updates and conference calls on COVID-19 emergency.

Department Heads continue to work on the 2021 Budget. There may be changes due to the impact of COVID-19 on the economy.

Adjournment

8. Consideration of a motion to adjourn the April 3, 2020 Special City Commission meeting.

Motion by Commissioner Witt seconded by Commissioner Marshall to adjourn at 10:46 a.m. Motion carried unanimously 4-0.

(Seal)

Chris Ostermann, Mayor

ATTEST:

Penny L. Soukup, CMC
City Clerk

Memorandum

Date 2/14/2020

To: Abilene City Commission

From: Clinton Franey, Director of Planning and Zoning and Planning Commission

Subj: Industrial Land Funding Policy and Free Land

Issue: The City of Abilene's Free Land policy has not been updated in over a decade.

Overview: In 2003 the City of Abilene started an incentive to foster industrial growth by investing public resources to help accommodate new, expanding, and relocating industrial activities. In this time the City would help Industries acquire land up to \$4,000 an acre, if certain criteria were met. This is the Industrial Land Funding Policy. In 2006 the City of Abilene Acquired the 40 acres along 14th street, this land is the Free Land policy.

Free Land Policy: The city will deed all are part of 20 acres, with the Applicant able to purchase an additional 20 acres for \$4,000 and acre. The city upon request may share in the infrastructure costs to accommodate growth. Upon request the City Commission may provide a tax incentive on buildings/land/equipment. This exemption is based on the number of new jobs, and the amount of capital investment. The guidelines are set out in the Industrial Land Funding Policy. Upon Request the City Commission my issue Industrial Revenue Bonds (IRB). Enterprise Zone Tax Credits might be available from the state of Kansas.

1. Eligible Property. Benefits apply to land within city limits, is zoned Industrial (I-1 or I-2), platted, and is or will be served by public infrastructure.
2. The applicant's growth project must meet the following criteria: Minimum \$250,000 of private capital in land, building equipment and site improvements, minimum four full time employees with a base wage of minimum \$.9.00 and hour.
3. Benefits – any project meeting the minimum requirements is eligible for \$4,000.00 per acre. When a project exceeds the minimum requirements, additional per acre funding is offered.
4. Requests for industrial land funding may be filled with the Planning and Zoning department. A detailed description of the project(s) is required. Requests will be reviewed by the Economic Development Council and forwarded to the City Commission for consideration.
5. The eligible industry will provide the City with a Letter of Credit in the amount of funding contributed by the City for land Acquisition.
6. The City Commission reserve the right to exempt any project from the limitations set in this policy. The commission my also terminate, suspend or amend these policies when deemed necessary by the majority of the Commission.
7. This policy is effective as of 23rd August 2010, until the city choses to revoke or amend.

Recommendations:

Due to the age of the policy, certain aspects should be revised.

1. The city of Abilene should cease to offer to buy land for corporations. The City of Abilene will always promote and foster development but not offer to purchase land at \$4,000.00 an acre. The city will entertain partnerships with entities on a case by case basis.
2. The dollar amount of investment should change from \$250,000.00 to a minimum of \$500,000.00 to reflect the increase cost of new construction, equipment, and land.
3. The basic wage for new employees should change from \$9.00 dollars an hour to a minimum of \$20.00 dollars an hour.
4. The policy should also be changed to only encompass the 20 acres of land the city owns, as the city does not have 40 acres to develop at this point in time.

Recommendation by Planning Commission:

Tuesday March 3rd, the Planning Commission unanimously recommended all changes to be adopted by the Abilene City Commission at the next available meeting.

City of Abilene, Kansas

Industrial Land Funding Policy

Section 1. Intent – The city of Abilene considers the growth of employment and investment in industries that manufacture or add value to products that are sold outside of the community as a primary benefit to the health and vitality of the Abilene. In order to foster industrial growth, the City has invested public resources into land acquisitions that accommodate new, expanded, and relocating industrial activities.

Section 2. Eligible Property – The benefits of the policy may be applied toward the approximate 20 acres of land that the city owns. This property is located along 14th Ave. and the future Industrial Park Ave. The legal description of these lots are:

1. LOT 1 BLOCK 1, INDUSTRIAL PARK ADDITION NO. 1, S07, T13, R02, BLOCK 1, Lot 1, 129050 SQUARE FEET, 3.0 ACRES
2. LOT 2 BLOCK 1, INDUSTRIAL PARK ADDITION NO. 1, S07, T13, R02, BLOCK 1, Lot 2, 218471 SQUARE FEET, 4.9 ACRES
3. LOT 3 BLOCK 1, INDUSTRIAL PARK ADDITION NO. 1, S07, T13, R02, BLOCK 1, Lot 3, 217725 SQUARE FEET, 4.9 ACRES
4. LOT 4 BLOCK 1 INDUSTRIAL PARK ADDITION NO. 1, S07, T13, R02, BLOCK 1, Lot 4, 217804 SQUARE FEET, 5.0 ACRES

All or part of the property is eligible contingent on meeting the criteria set forth in these guidelines.

Section 3. Minimum Project Requirements – An individual Industrial growth project must meet the following minimum requirements:

- \$500,00.00 of private capital investment in buildings, equipment and/or site improvements.
- A minimum of 4 new FTE employees; and
- A base wage of \$20.00 for each created position.

Section 4. Benefit Request – A request for the industrial land may be filed with the Planning and Zoning Department and must include a detailed description of the project to include:

- Company Description and contact information;
- Specific site information;

- Building improvement information, including anticipated construction costs;
- Description of the industrial process, materials, and products produced;
- Anticipated employment by position and base wage rates; and
- Description of other public incentives being sought from either City, State, or other resources.

Requests will be reviewed by the Dickinson County Economic Development Corporation for a recommendation, which will be forwarded to the Abilene City Commission for consideration.

Section 5. Assurances – The eligible industry shall maintain the employment requirement set fourth for a minimum of five years with base wage of at least \$20.00 for the four FTE. If this standard is not met, the company will be required to pay for the given land at fair market rate.

Section 6. Compliance Documentation – Annually the company must provide the following data to the Planning and Zoning Department prior to the 2nd and subsequent anniversary dates of the closing of the property acquired from the City under this policy.

- Monthly employment data for the previous year including FTE positions and wage rates for each position;
- Statement of capital assets to include, building, land, site improvements, and equipment;
- Any significant changes in products or materials produced or used in production activities.

This information will be reviewed by the Dickinson County Economic Development Corporation and a finding of compliance forwarded to the Abilene City Commission for consideration. If the criteria is not met the City Commission has the right to revoke the free land agreement, and charge the industry the fair market rate of acquired property. After the 5th anniversary of the transfer of land the requirements stated in this policy will be automatically fully released.

Section 6. City Commission Discretion – The Abilene City Commission reserves the right to exempt any project from the limitations set forth in this policy. Exemptions may include the eligibility and benefit standards. Also, if projects do not meet the criteria, the land may be purchased for the going market rate. The Commission may also terminate, suspend or amend this policy when deemed necessary by a majority of the Commission.

Section 8. Effective – This policy shall be effective upon the adoption by the Abilene City Commission and will remain so until such times as the City Commission revokes or amends the provisions herein.

Approved this 13th day of April 2020.

MASTER AGREEMENT WORK ORDER

This exhibit is hereby attached to and made a part of the Master Agreement for Professional Services dated July 13, 2015 between City of Abilene, Kansas ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project Location: Smoky Hill River to the northwest (approximately 6,000 feet) to SE 1st Street.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

The Scope of Services for this project includes the preparation of a preliminary alternative analysis for the replacement of an existing 54-inch RCP that extends from the Smoky Hill River northwest to 1st Street. The exact location and condition of the 54-inch RCP is unknown at this point except for the beginning and downstream outlet of the storm sewer. The city has experienced several sinkholes along the alignment that will assist in determining the existing alignment of the storm sewer system. Through our field investigations and analysis, we will determine the existing alignment of the system and identify improvements that can alleviate flooding at near 1st Street.

The Consultant Engineer shall complete the following tasks:

Phase 100 - Data Collection

- 1.1 **Kick-Off Meeting** - Coordinate a kick-off meeting with representatives of the City of Abilene to discuss the goals of the project, collect data including previous stormwater and flood studies, historical flooding data, locations of prior sinkholes, and record drawings of 1st Street, etc. Discussion of improvement alternatives will be kept at a high level to measure the city's interest in each alternative under consideration.
- 1.2 **Information Review** - Review available information provided by the City and the County, including existing studies, record drawings, current state floodplain modelling, GIS data and other available information available from the City pertinent to this project.
- 1.3 **Site Investigation and Field Survey** - A site visit will be performed noting the existing area, conditions and issues to be included within the PES. Photographs will be taken noting these areas and the condition of the existing structures. A limited field survey will be

completed to collect the invert elevations at the known points along the storm sewer to assist in the hydraulic analysis. Given the length of the system, without adequate above ground access, an interior condition inspection of the pipe is excluded from the scope of work.

Phase 200 - Complete Alternative Analysis

The analysis shall include the following information, signed and sealed by a Kansas registered Professional Engineer. This project shall be studied utilizing the City of Abilene design standards and ordinances.

2.1 **Background** - Prepare a brief description of the location, purpose of the study, and scope of work.

2.2 **Existing Conditions** - Describe the existing conditions of the study area. This shall include, but is not limited to, the watershed, major drainage ways, drainage structures and flow constrictions. A summary of flooding issues in the area as identified by the City and property owners in the area. Additional pertinent information such as soil types, utilities, right-of-way and easement information applicable to the proposed project area will be summarized.

2.3 **Improvement Alternatives** - The analysis shall include three improvement alternatives. The following alternatives will be taken to a concept level design which will include an exhibit that depicts the alignment of the system and opinion of probable construction cost:

- Removal and replacement of the existing storm sewer in the existing alignment meeting city design criteria for underground enclosed conveyance systems, 10-year return period.
- Relocation of the storm sewer system to an alternative alignment that reduces the overall length of the system or a reduction in the storm sewer size to convey a lesser design storm such as the 2-year return period.
- Removal of the existing storm sewer and construction of an open channel or natural stream to convey stormwater runoff. An open channel will have the greatest stormwater conveyance and least amount of future maintenance required by the city.

2.4 A summary of the alternatives will be provided that includes the following items for each item along with other pertinent information:

a. Facilities - Describe the existing and proposed conveyance and protection facilities included as part of the alternative.

c. Permits - Summarize Federal, State and local permits required, if any, necessary for the proposed project.

e. Preliminary Exhibits - Develop exhibits in adequate detail to estimate opinions of probable cost which can be used for comparison of costs.

f. Opinion of Probable Costs - Prepare an opinion of cost for the proposed improvements.

- 2.5 **Evaluation of Alternatives** - List the advantages and disadvantages of each alternative evaluated.
- 2.6 **Recommended Alternative** - Describe the recommended alternative, including the types of improvements, project limits, and project benefits.

Deliverables

Three bound copies of the analysis will be submitted to the Client upon completion of the study. In addition, a CD containing design files used for the project and a pdf of the full report will be provided.

Completion Time

The analysis will be complete and submitted to the Client for review within 60 days from the Notice to Proceed.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of Nineteen Thousand Eight Hundred Dollars (\$19,800.00). Olsson's reimbursable expenses for this Project are included in the lump sum. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Optional Additional Services

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval. Optional additional services may include:

- Geotechnical Investigations
- Subsurface Utility Engineering and Investigations
- Public Involvement
- Final Design and Construction Documents
- Construction Administration

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Jane Foltz.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, 302 S. 4th Street, Suite 110, Manhattan, Kansas 66502. This proposal will be open for acceptance for a period of maximum 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____
Brad Sonner, PLA, LEED AP
Vice President

By _____
Jamie Fain, P.E.
Vice President

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

CITY OF ABILENE, KANSAS

By _____
Signature

Print Name _____

Title _____

Dated: _____

TEMPORARY ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("Agreement") is entered into as of this 31st day March, 2020, by and between Rawhide Portable Corral, Inc., a Kansas corporation ("Rawhide"), and the City of Abilene, Kansas, a Kansas municipal corporation ("City").

Recitals

A. Rawhide is the owner of that certain parcel of land located in the City of Abilene, Dickinson County, Kansas, commonly known as 900 N. Washington, Abilene, Kansas 67410, and more particularly described on Exhibit A attached hereto ("Rawhide Property").

B. The City is the owner of that certain parcel of land located in the City of Abilene, Dickinson County, Kansas, commonly known as 1210 NW 8th Street, Abilene, Kansas 67410, and more particularly described on Exhibit B attached hereto ("City Property"), which is used by the City for purposes of operating a recycling center for the use and benefit of the general public ("Recycling Center").

C. The City is also the owner of certain public right-of-way for NW 8th Street, which adjoins the southern boundary of the City Property and provides ingress and egress to the Recycling Center located on the City Property.

D. The City is undertaking a public improvement project to extend NW 8th Street from N. Washington Street to N. Van Buren Street (the "Project"); during construction of the Project, NW 8th Street will be unavailable for purposes of the public's ingress and egress to the Recycling Center.

E. The City wishes to obtain a temporary, non-exclusive access easement over and across the Rawhide Property, as shown on Exhibit C attached hereto (the "Easement Area"), for vehicular and pedestrian ingress and egress by members of the public to the Recycling Center during the period of construction work on the Project.

F. The parties desire to enter into this Agreement to establish the terms and conditions of Rawhide's grant of the access easement and the City's maintenance thereof.

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Grant of Access Easement.** Rawhide hereby grants for the benefit of the City, its invitees, representatives, agents, employees, and the general public, a temporary, non-exclusive access easement for vehicular and pedestrian ingress and egress to and from the Recycling Center on the City Property over and across Easement Area (the "Access Easement"). Rawhide reserves all rights to use the Easement Area in any manner that does not interfere with the Access Easement granted to the City.

2. **Term.** The Access Easement shall be for a term commencing on April 1, 2020 and ending October 31, 2020 or upon completion of the Project, whichever occurs first.

3. **Use; No Interference.** The parties acknowledge and agree that the Access Easement shall provide for continuous and uninterrupted access between the City Property and N. Washington St., as shown in Exhibit C attached hereto. Accordingly, no barriers, fences, grade changes or other obstructions shall be erected so as to impede or interfere in any way with the free flow of vehicular and pedestrian traffic along the Access Easement.

4. **Maintenance.** The City covenants and agrees to be responsible, at its sole cost and expense, for repairing and maintaining the existing gravel driveway within the Easement Area in as good a condition as existed on the date of this Agreement, and in as good a condition as other City-maintained non-paved roads, including the performance of any necessary repairs, reconstruction, or resurfacing. The parties further agree that the City shall be entitled to perform such other actions as may be required to keep the Easement Area in good order, condition, and repair to allow for the safe utilization of the Access Easement as contemplated by this Agreement, including but not limited to grading, application of additional surface material on all or a portion of the Easement Area, or application of water for dust control. In the event that the Easement Area, or any portion thereof, is damaged or destroyed due to the actions of the City, its invitees, representatives, agents, employees, or the general public, the City shall promptly cause the repair, restoration or rebuilding of the road.

5. **Signage.** The City shall provide and maintain, and is hereby authorized to install, signage in the Easement Area, at such locations as the City shall determine in its reasonable discretion, which shall be sufficient to notify the public of the Recycling Center, any rules or regulations related to the Recycling Center, and the existence of the Access Easement for public use as provided hereunder.

6. **Indemnification.** Only in the manner and to the extent permitted under applicable law, including but not limited to the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, the City agrees to defend, indemnify and hold harmless Rawhide, its directors, officers, employees, agents, successors and assigns, against any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "Losses") suffered by such parties on account of personal injury to or death of any persons, or damage to or destruction of property, but only to the extent the aggregate of such Losses arising out of a single occurrence or accident do not exceed applicable policy limits under the City's commercial general liability insurance policy, and only if such Losses arise out of or in connection with the City's exercise of the rights granted in this Agreement; provided, however, that the City's undertaking contained in this section will not be construed as covering personal injury to or death of persons, or damage to or destruction of

property to the extent resulting from the violation of this Agreement, willful misconduct, or negligence of Grantor, its employees, agents, or contractors.

7. City's Remedies. Rawhide acknowledges and agrees that the City's remedies at law for any violation of this Agreement are inadequate. Therefore, in addition to, and not in limitation of, any other rights of the City hereunder or at law or in equity, in the event any breach, default or violation of any term, provision, covenant or obligation on Rawhide's part to be observed or performed pursuant to this Agreement is not cured by Rawhide within fifteen (15) days' notice thereof by the City (which notice requirement is expressly waived by Rawhide with respect to any such breach, default or violation which requires immediate action to protect the purpose of this Agreement) the City shall have the right (a) to institute a suit to enjoin or cure such breach, default or violation by temporary and/or permanent injunction, or (b) to seek or enforce such other legal and/or equitable relief or remedies as the City deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purpose of this Agreement; provided, however, that any failure, delay or election to so act by the City shall not be deemed to be a waiver or a forfeiture of any right or available remedy on the City part with respect to such breach, default or violation or with respect to any other breach, default or violation of any term, condition, covenant or obligation under this this Agreement.

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

RAWHIDE: Rawhide Portable Corral, Inc.
 Attn: President
 900 N. Washington
 Abilene, KS 67410

CITY: City of Abilene
 Attn: City Clerk
 P.O. Box 519
 Abilene, KS 67410

9. Binding Easement Running with the Land. During the term of this Agreement, this Agreement shall run with the Rawhide Property and shall be binding upon all parties now having or hereafter acquiring any right, title, or interest in the Rawhide Property or any part thereof. A copy of this Agreement shall be recorded and indexed to the Rawhide Property in the records of the Dickinson County Register of Deeds.

10. No Waiver. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall

constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

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

12. Authority and Consent to Transaction. Each party represents that the person executing this Agreement on its behalf has full and legal authority to bind such party to the terms of this Agreement, and that the execution and delivery of this Agreement have been duly and validly authorized by the governing body of such party.

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

14. Amendments. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated except by an instrument in writing signed by an authorized representative of each party. Any such amendment shall be recorded and indexed to the Rawhide Property in the records of the Dickinson County Register of Deeds.

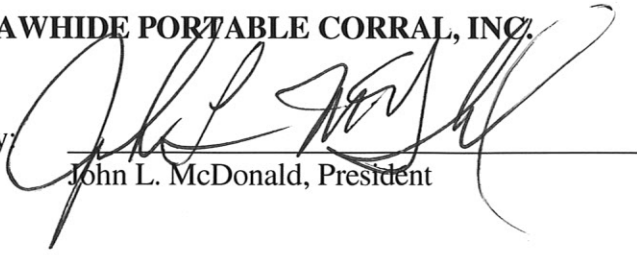
15. Merger Clause. These terms are intended by the parties as a complete, conclusive and final expression of all the conditions of their Agreement. No other promises, statements, warranties, agreements or understandings, oral or written, made before or at the signing thereof, shall be binding unless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

{Signature Page Follows}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year written above.

RAWHIDE PORTABLE CORRAL, INC.

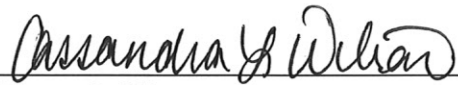
By:


John L. McDonald, President

STATE OF KANSAS, COUNTY OF DICKINSON, SS:

This instrument was acknowledged before me on March 31, 2020, by John L. McDonald, as President of Rawhide Portable Corral, Inc., a Kansas corporation.




Cassandra L. Wilson
Notary Public

CITY OF ABILENE, KANSAS

By:

Chris Ostermann, Mayor

ATTEST:

Penny L. Soukup, CMC, City Clerk

STATE OF KANSAS, COUNTY OF DICKINSON, ss:

This instrument was acknowledged before me on March _____, 2020, by Chris Ostermann, Mayor of the City of Abilene, Kansas, and Penny L. Soukup, CMC, City Clerk for the City of Abilene, Kansas.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF RAWHIDE PROPERTY

EXHIBIT A

LEGAL DESCRIPTION OF RAWHIDE PROPERTY

A tract of land located in the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 17, Township 13 South, Range 2 East of the 6th P.M., Dickinson County, Kansas, and described as follows: Beginning at a point 30.0 feet West and 325.0 feet North of the center point of said Section 17; thence North and parallel to the North and South Quarter Section line of said Section 17 a distance of 415.0 feet to the center line of vacated North Tenth Street a distance of 1,190.0 feet; thence South on the West line of Lots 12 and 9 projected, in Block 11, Boston Heights Addition to Abilene, Kansas, prior to vacation, a distance of 415.0 feet to the South line of Vacated North Ninth Street; thence East on the South line of vacated North Ninth Street, 1,190.0 feet to the point of beginning; otherwise described as all of Block 12, including Lots 1 through 20 inclusive, all of Lots 1 through 9 and 12 through 20, inclusive, all in Block 11, all of vacated North Ninth Street from the West line of Washington Street to the West line of Lot 9, in Block 11, all of the South Half of Vacated North Tenth Street from the West line of Washington Street to the West line of Lot 12, in Block 11, and all of Vacated Adams Street from the South line of Vacated North Ninth Street to the Center Line of Vacated North Tenth Street, Boston Heights Addition to the City of Abilene, Dickinson County, Kansas, prior to Vacation;

All of which has been found by Survey of Landmark Surveying & Mapping Inc. to be described as:

A Tract of land located in the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 17, Township 13 South, Range 2 East of the 6th P.M., Dickinson County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Southeast Quarter of the Northwest Quarter of said Section 17, thence North 00°00'00" East along the East line of said Northwest Quarter a distance of 325.00 feet, thence South 89°53'58" West a distance of 30.00 feet to the point of beginning; thence South 89°53'58" West a distance of 1,189.96 feet; thence North 00°01'12" East a distance of 414.21 feet; thence North 89°53'12" East a distance of 1,189.91 feet; thence South 00°00'00" East and parallel to the East line of said Northwest Quarter a distance of 414.56 feet to the Point of Beginning.

EXHIBIT B

LEGAL DESCRIPTION OF CITY PROPERTY

(See attached)

EXHIBIT B Legal description of City Property

THE SE QUARTER (SE ¼) OF THE NW QUARTER (NW ¼) OF SECTION SEVENTEEN (17), TOWNSHIP THIRTEEN (13) SOUTH, RANGE TWO (2) EAST OF THE 6TH P.M., BEING DESCRIBED AS FOLLOWS: All of BLOCKS ONE (1), TWO (2), ELEVEN (11), TWELVE (12), THIRTEEN (13) AND FOURTEEN (14), AND THE SOUTH HALF (S ½) OF BLOCKS TWENTY THREE (23) AND TWENTY FOUR (24) ALL IN BOSTON HEIGHTS ADDITION TO ABILENE, DICKINSON COUTNY, KANSAS, AS DESCRIBED IN DEED BOOK 160 PAGE 339.

- LESS A TRACT OF LAND AS RECORDED IN DEED BOOK 221 PAGE 640 AND IS WRITTEN AS FOLLOWS:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF THE NORTHWEST QUARTER (NW/4) OF SECTION SEVENTEEN (17), TOWNSHIP THIRTEEN (13) SOUTH, RANGE TWO (2) EAST OF THE 6TH P.M., DICKINSON COUNTY KANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 30 FEET WEST AND 220 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER ABOVE DESCRIBED; THENCE WEST 200.0 FEET; THENCE NORTH 160.0 FEET; THENCE WEST 990.0 FET; THENCE SOUTH 515.0 FEET TO THE CENTER LINE OF VACATED TENTH STREET, BOSTON HEIGHTS ADDITION; THENCE EAST ALONG THE CENTER LINE OF SAID VACATED TENTH STREET 1,190.0 FEET TO THE WEST LINE OF WASHINGTON STREET; THENCE NORTH 355.0 FEET TO THE POINT OF BEGINNING.

- LESS A TRACT OF LAND AS RECORDED IN DEED BOOK 260 PAGE 976 AND IS WRITTEN AS FOLLOWS:

A TRACT OF LNAD LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE ¼ NW ¼) OF SECTION 17, TOWNSHIP 13 SOUTH, RANGE 2 EAST OF THE 6TH P.M., DICKINSON COUNTY, KANSAS, AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 30.0 FEET WEST AND 325.0 FEET NORTH OF THE CENTER POINT OF SAID SECTION 17; THENCE NORTH AND PARALLEL TO THE NORTH AND SOUTH QUARTER SECTION LINE OF SAID SECTION 17 A DISTANCE 415.0 FEET TO THE CENTER LINE OF VACATED NORTH TENTH STREET A DISTANCE OF 1,190.0 FEET; THENCE SOUTH ON THE WEST LINE OF LOTS 12 AND 9 PROJECTED, IN BLOCK 11, BOSTON HEIGHTS ADDITION TO ABILENE, KANSAS, PRIOR TO VACATION, A DISTANCE OF 415.0 FEET TO THE SOUTH LINE OF VACATED NORTH NINTH STREET; THENCE EAST ON THE SOUTH LINE OF VACATED NORTH NINTH STREET, 1,190.0 FEET TO THE POINT OF BEGINNING.

- LESS A TRACT OF LAND AS RECORDED IN DEED BOOK 197 PAGE 719 AND IS WRITTEN AS FOLLOWS:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 13 SOUTH, RANGE 2 EAST OF THE 6TH P.M., DICKINSON COUTNY, KANSAS AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST AND WEST QUARTER SECTION LINE, SIAND POINT BEING 30 FEET WEST OF THE CENTER OF SECTION 17, TOWNSHIP 13 SOUTH, RANGE 2 EAST; THENCE NORTH AND PARALLEL TO THE NORTH AND SOUTH QUARTER SECTION LINE A DISTANCE OF 325 FEET; THENCE SOUTH 89° 50' WEST A DISTANCE OF 650 FEET; THENCE SOUTH A DISTANCE OF 325 FEET TO THE EAST AND WEST QUARTER SECTION LINE; THENCE NORTH 89° 50' EAST ON THE EAST AND WEST QUARTER SECTION LINE A DISTANCE OF 650 FEET TO THE POINT OF BEGINNING.

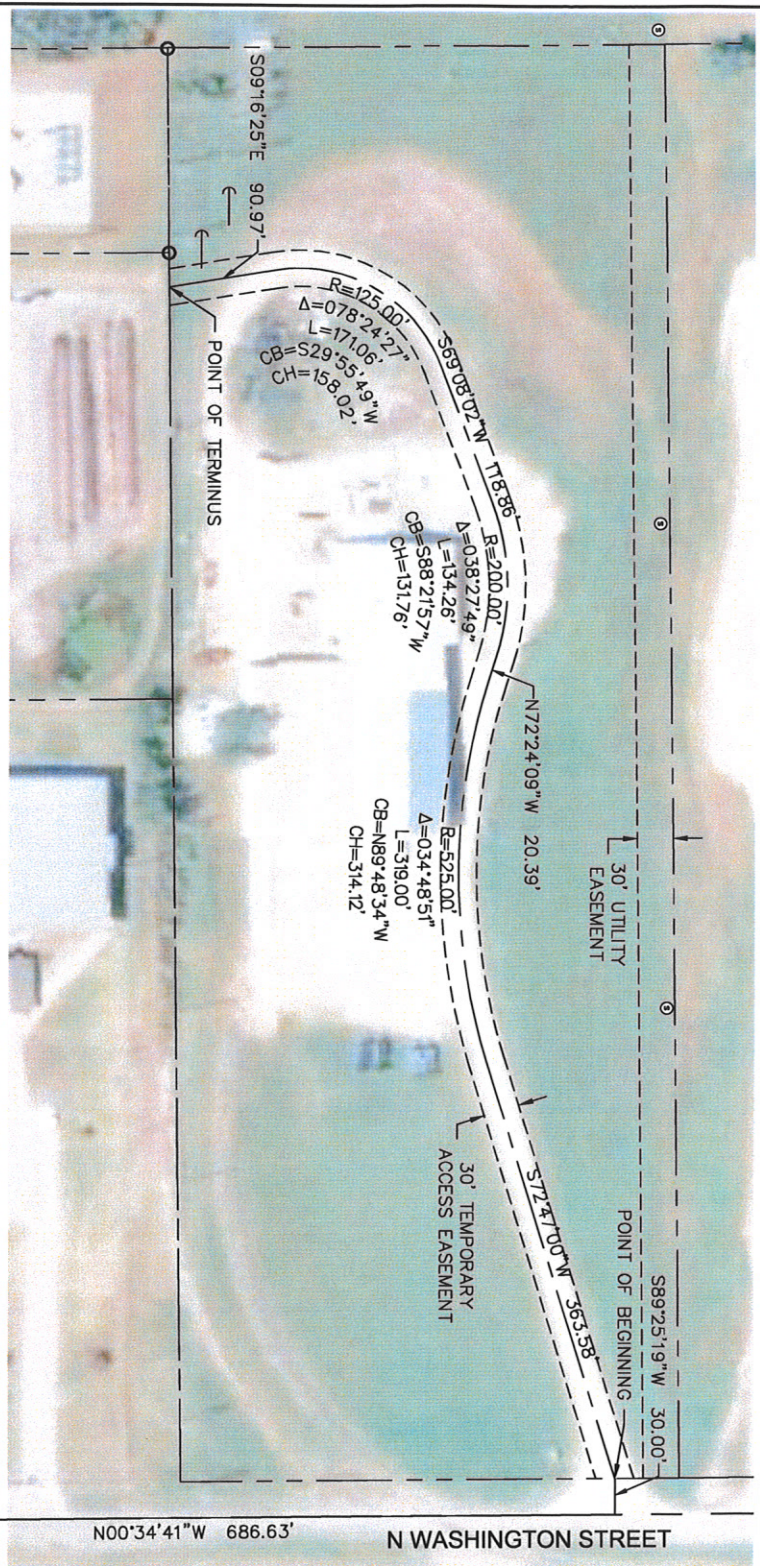
- LESS A TRACT OF LAND AS RECORDED IN DEED BOOK 216 PAGE 941 AND IS WRITTEN AS FOLLOWS:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE $\frac{1}{4}$ NW $\frac{1}{4}$) FO SECTION 17, TOWNSHIP 13 SOUTH, RANGE 2 EAST OF THE 6TH P.M., DICKINSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1220 FEET WEST AND 30 FEET NORTH OF THE SOUTHEAST CORNER OF SAID NW $\frac{1}{4}$; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID NW $\frac{1}{4}$ A DISTANCE OF 295 FEET TO A POINT ON THE SOUTH LINE OF VACATED NORTH NINTH STREET IN BOSTON HEIGHTS ADDITION TO THE CITY OF ABILENE KANSAS; THENCE EAST COINCIDENT WITH THE SOUTH LINE OF SAID VACATED NORTH NINTH STREET A DISTANCE OF 170 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID NW $\frac{1}{4}$ A DISTANCE OF 295 FEET; THENCE WEST TO THE POINT OF BEGINNING.

EXHIBIT C

DEPICTION AND LEGAL DESCRIPTION OF ACCESS EASEMENT

(See attached)



LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 13 SOUTH, RANGE 2 EAST OF THE 6TH PRINCIPAL MERIDIAN, DICKINSON COUNTY IN THE CITY OF ABILENE KANSAS BEING 30 FEET IN WIDTH, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER, THENCE N00°34'41"W ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 686.63 FEET;
 THENCE S89°25'19"W A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF WASHINGTON STREET, SAID POINT ALSO BEING ON THE EAST LINE OF A TRACT OF LAND AS DESCRIBED IN DEED BOOK 280, PAGE 978 AND BEING THE POINT OF BEGINNING OF THE CENTERLINE BEING DESCRIBED;
 THENCE S72°47'00"W A DISTANCE OF 363.58 FEET;
 THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 525.00 FEET, AN ARC LENGTH OF 319.00 FEET AND A CHORD BEARING OF N89°48'34"W;
 THENCE N72°24'09"W A DISTANCE OF 20.39 FEET;
 THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 134.26 FEET AND A CHORD BEARING OF S88°21'57"W;
 THENCE S89°08'02"W A DISTANCE OF 118.89 FEET;
 THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 171.06 FEET AND A CHORD BEARING OF S29°55'49"W;
 SOUTH LINE OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 280, PAGE 978, SAID POINT ALSO BEING THE POINT OF TERMINUS, SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS NOW OF RECORD.

GREGORY CHAD WELLS
 KANSAS LS-1417
 OLSSON KS CLS-114

- LEGEND**
- SECTION CORNER
 - 5/8" BAR FOUND
 - ← GUY WIRE
 - ③ SANITARY SEWER MANHOLE

olsson

Scale: 1"=100'

302 S. 4th Street, Suite 110
 Manhattan, Kansas 66502
 TEL: 785.539.8900
 www.olsson.com

POINT OF COMMENCEMENT
 SE CORNER, NW 1/4,
 SEC. 17, T-13-S, R-2-E

EXHIBIT D

PLANS

(See attached)





CKFI

Memorandum

April 3, 2020

To: Jane Foltz and City Commission
From: Lon Schrader
Subj: 2020 Street Rehabilitation Bid #20-1SR

With several large potential street rehabilitation projects being considered over the next couple of years, we prepared a smaller, less expensive 2020 paving project.

Prepared by Public Works we invited bids from 7 contractors to complete milling and inlay work at the Senior Citizen and Community Center parking lots as well as Sterl Lane and NW 7th in and near the park/fairgrounds.

We received two bids from APAC and Bayer Construction. The results are listed below:

- My estimate - \$223,890
- APAC - \$238,471.30
- Bayer - \$149, 689.50

Annually we receive Federal Fund Exchange monies for these types of projects. In March we received about \$128,000 in that program and expect next spring to receive around \$75,000.

We recommend accepting Bayer's bid and completing the work later this year.

CITY OF ABILENE

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***Check Summary Register©**

Batch: 032320PAY

	Name	Check Date	Check Amt	
002000	Astra Bank checking			
29404	ABILENE FLYING SERVICE	3/23/2020	\$124.00	LABOR TO REPAIR T-HANGARS
29405	ABILENE PRINTING & OFFICE	3/23/2020	\$315.92	ENVELOPES
29406	ABILENE RENT-ALL & SALES, IN	3/23/2020	\$198.49	FUEL TANK ASSEMBLY FOR CHAIN & 2 CA
29407	ABILENE ROTARY CLUB	3/23/2020	\$186.92	ROLLER OCT-DEC 2019
29408	ABILENE TERMITE & PEST CO	3/23/2020	\$590.00	CC PEST CONTROL
29409	ARROW PRINTING CO, INC	3/23/2020	\$1,967.00	2020 SPRING/SUMMER PRGM GUIDE
29410	ASTRA BANK	3/23/2020	\$15,673.55	POLICE IN-CAR CAMERA LEASE PAYMENT
29411	BAYER CONSTRUCTION CO, INC	3/23/2020	\$607.66	ALLEY & ROAD ROCK
29412	CEDAR HOUSE FOUNDATION	3/23/2020	\$3,000.00	2020 ALCOHOL & DRUG FUND GRANT
29413	CLARK, MIZE & LINVILLE CHART	3/23/2020	\$6,954.73	JANUARY 2020 LEGAL FEES
29414	COMMUNITY FOUNDATION OF D	3/23/2020	\$1,000.00	2020 DK COUNTY CEO OPERATING FUND P
29415	CORE & MAIN	3/23/2020	\$2,990.70	4" METERS FOR COURTHOUSE PROJECT
29416	CRAFCO, INC	3/23/2020	\$2,310.00	CRACK SEALING MATERIAL
29417	D S & O RURAL ELECTRIC COOP	3/23/2020	\$198.06	ELECTRIC SERVICE @ WATER TOWER, CL
29418	DK CTY REGISTER OF DEEDS	3/23/2020	\$27.00	COPIES
29419	DK CTY SHERIFF	3/23/2020	\$1,260.00	FEB 20 PRISONER CARE
29420	DON'S TIRE & SUPPLY	3/23/2020	\$39.00	TIRE REPAIRS #99 & #12
29421	EAGLE BROADBAND, INC	3/23/2020	\$671.35	MARCH 2020 ADMIN & PD EBS
29422	EAGLE TECHNOLOGY Solutio	3/23/2020	\$2,004.78	MARCH 2020 BACKUP, BDR, BC/MONITORI
29423	END OF THE TRAIL	3/23/2020	\$100.00	QUILT SHOW SPONSORSHIP
29424	EVERGY	3/23/2020	\$39,240.89	ELECTRIC SERVICE
29425	FARMERS ALLIANCE	3/23/2020	\$50.00	NOTARY CARRANZA
29426	FRANCIS, CRYSTAL	3/23/2020	\$130.00	REFUND 13 EASTER TRAIN
29427	HARRIS, CECILIA	3/23/2020	\$75.00	3 BLOG POSTS FOR WEBSITE, NEWSLETT
29428	HOLT MOTORS, LLC	3/23/2020	\$86.70	VEHICLE REPAIR
29429	J & J DRAINAGE PRODUCTS CO.	3/23/2020	\$682.65	CULVERT FOR SE 4TH/BRADY
29430	JERRY MILLER ELECTRONICS	3/23/2020	\$325.00	MARCH 2020 AWOS
29431	JOHNSON, MARISSA	3/23/2020	\$52.08	HAND SANTIZER REIMB
29432	KS MUNICIPAL UTILITIES	3/23/2020	\$25.00	WATER/WASTEWATER SUP. AD
29433	KS SECRETARY OF STATE	3/23/2020	\$25.00	NOTARY JENNIE HIATT
29434	LEAGUE KS MUNICIPALITIES	3/23/2020	\$275.00	JOB AD P & R DIRECTOR
29435	LINDER ELECTRIC	3/23/2020	\$301.29	TRAFFIC SIGNAL NEW CONTROLS 3RD & C
29436	LINK MEDIA OUTDOOR	3/23/2020	\$2,005.00	BILLBOARD RENT - 6 BOARDS
29437	LUMBER HOUSE TRUE VALUE	3/23/2020	\$329.58	FLODD LIGHT FOR HEAT LAMP
29438	MIDWAY WHOLESALE	3/23/2020	\$42.33	1ST/VAN BUREN CONSTRUCTION
29439	MUNILOGIC	3/23/2020	\$1,220.00	MARCH 2020 MUNILOGIC FEE
29440	NATIONAL GREYHOUND ASSOC	3/23/2020	\$250.00	2020 SPRING MEET SPONSORSHIP
29441	NATIONAL SIGN CO., INC	3/23/2020	\$147.45	NO PARKING SIGNS FOR 1400 BLOCK OF K
29442	O.C.C.K., INC	3/23/2020	\$6,166.67	FEB 2020 SERVICE
29443	OCCUPATIONAL PERFORMANC	3/23/2020	\$252.00	PHYSICAL TEST, DRUG & ALCOHOL - WILD
29444	PACE ANALYTICAL SERVICES	3/23/2020	\$801.20	EFFLUENT SAMPLES
29445	PICK ONE HOUR CLEANERS	3/23/2020	\$19.00	PATCHES SEWN ON
29446	PRAIRIE FIRE COFFEE	3/23/2020	\$89.80	COFFEE WWTP
29447	PRONTO PRINT SALINA, INC	3/23/2020	\$151.00	PRINTING SWIM LEVEL CARDS
29448	QUADIENT, INC	3/23/2020	\$138.00	POSTAGE MACHINE/METER/MAINT RENTA
29449	RAINBOW FIREWORKS INC	3/23/2020	\$5,975.00	2020 4TH OF JULY FIREWORKS DISPLAY
29450	RHV DO IT BEST HARDWARE	3/23/2020	\$1,384.00	MULCH FOR CC, SR CENTER, CVB & PARK
29451	ROCKING M MEDIA	3/23/2020	\$105.00	P & R DIRECTOR JOB AD
29452	SALINA STEEL SUPPLY, INC	3/23/2020	\$2,145.71	STEEL
29453	SALINA SUPPLY CO	3/23/2020	\$1,224.27	SERVICE SADDLES, REPAIR CLAMPS, SEW
29454	SAMS CLUB/GECF	3/23/2020	\$59.60	PLATES, GATERADE, DAWN & FORKS
29455	SHERWIN WILLIAMS	3/23/2020	\$40.20	BLDG MAINT - CHEMICAL ROOM TABLES
29456	SMART INSURANCE	3/23/2020	\$1,050.00	ANIMAL MORTALITY POLICY
29457	TG TECHNICAL SERVICES	3/23/2020	\$175.00	REPLACE BOARD IN MULTIRAE

CITY OF ABILENE

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***Check Summary Register©**

Batch: 032320PAY

	Name	Check Date	Check Amt	
29458	UNIFIRST CORPORATION	3/23/2020	\$959.58	UNIFORM SERVICE
29459	UNION PACIFIC RAILROAD	3/23/2020	\$100.00	ANNUAL LEASE OF PARKING LOTS @ CVB
29460	US BANK EQUIPMENT FINANCE	3/23/2020	\$562.47	COPIER CONTRACT 2/25-3/25/20
29461	US POST OFFICE-POSTMASTER	3/23/2020	\$1,259.53	REGULAR BILLING APRIL 2020
29462	VANDERBILTS NO. 4, INC	3/23/2020	\$400.00	WORK BOOTS JOY, JOE & MIKE
29463	VERIZON WIRELESS	3/23/2020	\$1,636.66	CELL PHONE SERVICE
29464	VISA - UMB ADMINISTRATION	3/23/2020	\$1,860.69	BUILDING MAINT
29465	VISA - UMB AIRPORT	3/23/2020	\$74.90	INTERNET
29466	VISA - UMB COMMUNITY DEVEL	3/23/2020	\$505.02	MAPS PRINTED
29467	VISA - UMB FIRE DEPT	3/23/2020	\$4,157.25	MISC SERVICE
29468	VISA - UMB PARKS	3/23/2020	\$6,478.74	JANITOR SUPPLIES
29469	VISA - UMB POLICE DEPT	3/23/2020	\$4,184.41	OFFICE SUPPLIES
29470	VISA - UMB PUBLIC WORKS	3/23/2020	\$2,013.48	GAS/OIL/LUBE
29471	WAGEWORKS	3/23/2020	\$170.00	FEB 2020 MONTHLY ADMIN & COMPLIANCE
29472	WICHITA STATE UNIVERSITY	3/23/2020	\$325.00	CCMFOA SPRING CONF. P. SOUKUP
29473	WICHITA WINWATER WORKS C	3/23/2020	\$36.85	PIPE CAP & GLAND PAK
Total Checks			\$129,983.16	

FILTER: ((([Act Year]='2020' and [period] in (3))) and (Source in ('032320PAY')))

CITY OF ABILENE

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***Check Summary Register©**

Batch: 041320PAY

Name		Check Date	Check Amt	
002000 Astra Bank checking				
29481	ABILENE PUBLIC LIBRARY	4/13/2020	\$12,657.34	MARCH 2020 DISBURSEMENT
29482	ABILENE REFLECTOR-CHRONIC	4/13/2020	\$108.00	PROGRAM GUIDE INSERTS
29483	ALFRED BENESCH & CO	4/13/2020	\$11,653.72	PROFESSIONAL SERVICES 2/14-3/15/20
29484	BAYER CONSTRUCTION CO, INC	4/13/2020	\$819.56	SS-5 N OF R 1135-N
29485	BOYD EXCAVATING INC	4/13/2020	\$1,495.00	WEST 3RD BEHIND STEVE'S AUTO TRACK
29486	BRUGGMAN, NICHOLE	4/13/2020	\$30.00	SOCCER REFUND
29487	CLARK, MIZE & LINVILLE CHART	4/13/2020	\$2,351.50	FEBRUARY LEGAL FEES
29488	COOPER CLEANING SERVICE	4/13/2020	\$2,100.00	MARCH 2020 CLEANING
29489	CORE & MAIN	4/13/2020	\$5,662.80	METERS
29490	CULLIGAN OF SALINA	4/13/2020	\$30.00	APRIL 2020 R.O. SYSTEM RENTAL
29491	DECKER, ASHLEY	4/13/2020	\$20.00	REFUND FOR WEE TUMBLERS
29492	DESIGN CENTRAL, INC	4/13/2020	\$363.00	RETURN SHELL & DRAWERS
29493	DIDOMENICO, BLAIR	4/13/2020	\$40.00	REFUND 4 EASTER TRAIN TICKETS
29494	DK CTY ADMINISTRATION	4/13/2020	\$546.88	DIESEL
29495	DK CTY ENVIRONMENTAL SERV	4/13/2020	\$333.00	PRESSED CARDBOARD
29496	DK CTY SHERIFF	4/13/2020	\$595.00	MAR 20 PRISONER CARE
29497	DON'S TIRE & SUPPLY	4/13/2020	\$19.50	TIRE REPAIR
29498	DPC ENTERPRISES, LP	4/13/2020	\$588.00	CHLORINE CYLINDERS
29499	EAGLE BROADBAND, INC	4/13/2020	\$449.90	WATER TOWER INTERNET
29500	EAGLE TECHNOLOGY Solutio	4/13/2020	\$1,648.34	IT - REMOTES SETUP & NEW EMPLOYEES
29501	ENTENMANN-ROVIN CO.	4/13/2020	\$151.50	2 BADGES REPAIRED
29502	EVERGY	4/13/2020	\$41,301.74	ELECTRIC SERVICE
29503	FIRST BANK KANSAS	4/13/2020	\$20,090.45	LEASE PAYMENT 2018 DUMP TRUCK
29504	FOLEY EQUIPMENT COMPANY	4/13/2020	\$1,382.35	MAINT OF VERTICAL MAN-LIFT @ WTP
29505	HACH COMPANY	4/13/2020	\$335.55	LAB SUPPLIES
29506	HELLER, NANCY	4/13/2020	\$40.00	REFUND 4 TICKETS EASTER TRAIN
29507	HOMMAN ELECTRONICS	4/13/2020	\$617.00	REPLACE VHF RADIO IN R-1
29508	HOOVER, AMANDA	4/13/2020	\$200.00	REFUND SOCCER/SWIN & BASEBALL
29509	IMAGE QUEST	4/13/2020	\$433.67	CONTRACT 3 HP PRINTERS 3/28-4/27/20
29510	JERRY MILLER ELECTRONICS	4/13/2020	\$325.00	APRIL 2020 AWOS
29511	KANSAS GAS SERVICE	4/13/2020	\$3,135.21	NEW CITY YARDS ELECTRIC
29512	KANSAS ONE-CALL SYSTEM, IN	4/13/2020	\$100.80	MARCH LOCATES
29513	KDHE-ENVIRO LAB	4/13/2020	\$903.00	WATER SAMPLING 1ST QTR
29514	KDOR-MISCELLANEOUS TAX SE	4/13/2020	\$2,693.22	WATER PROTECTION & CLEAN DRINKING
29515	KELLOGG, KAREN	4/13/2020	\$15.00	REFUND FOR GARDEN TALK
29516	KEY EQUIPMENT & SUPPLY	4/13/2020	\$2,967.13	REPAIRS TO BOOM ON LARGE VACUUM H
29517	KINDERKNECHT, MARK	4/13/2020	\$400.00	CHANGE DOORS IN UPSTAIRS HALLWAY
29518	KS TREASURER	4/13/2020	\$1,421.11	MAR 20 COLLECTIONS
29519	LEE, KYLIE	4/13/2020	\$50.00	REFUND WEE TUMBLERS & SOCCER
29520	LINDER ELECTRIC	4/13/2020	\$371.47	REPAIRS TO PUMP STATION (8TH ST) & W
29521	LOOP, JOSEPH	4/13/2020	\$40.00	REFUND 4 TICKETS ON EASTER TRAIN
29522	M O C I C	4/13/2020	\$150.00	2020 ANNUAL MEMBERSHIP
29523	MAYER SPECIALTY SERVICES,	4/13/2020	\$2,698.75	EMERG. CAMERA WORK ON SEWER LINE 1
29524	METROCOUNT USA, INC	4/13/2020	\$1,272.00	TRAFFIC COUNTER/CLASSIFIER
29525	MICHELLE WRIGHT	4/13/2020	\$14,253.05	CID ROSEROCK LESS 2% ADMIN FEE - MA
29526	MIDLAND GIS SOLUTIONS, LLC	4/13/2020	\$3,600.00	ANNUAL GIS WEBSITE HOSTING
29527	MIDWAY WHOLESALE	4/13/2020	\$491.07	REBAR FOR 1ST VAN BUREN STREET REP
29528	MIDWEST CONCRETE MATERIA	4/13/2020	\$2,708.25	CONCRETE REPLACEMENT @ TRAFFIC SI
29529	MUNICIPAL SUPPLY, INC	4/13/2020	\$726.24	METER PITS
29530	NATIONAL SIGN CO., INC	4/13/2020	\$881.10	OBJECT MARKERS
29531	NEX-TECH RURAL TELEPHONE	4/13/2020	\$3,080.05	PHONE SERVICE
29532	NUNWEILER, CHAROLETTE	4/13/2020	\$20.00	REFUND FOR WEE TUMBLERS
29533	OLSSON	4/13/2020	\$23,294.25	ENGINEERING FOR NW 14TH ST & NW 8TH
29534	PACE ANALYTICAL SERVICES	4/13/2020	\$240.60	EFFLUENT SAMPLES

CITY OF ABILENE

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***Check Summary Register©**

Batch: 041320PAY

	Name	Check Date	Check Amt	
29535	R E PEDROTTI CO, INC	4/13/2020	\$6,237.20	REPAIRS TO REMOTE TELEMETRY UNITS
29536	ROASTER JOES, INC	4/13/2020	\$98.49	COFFEE
29537	ROBSON OIL CO, INC	4/13/2020	\$3,749.24	FUEL
29538	RYAN & MULLIN, PA	4/13/2020	\$2,916.67	CITY PROSECUTOR APRIL 2020
29539	SALINA SUPPLY CO	4/13/2020	\$1,033.69	WATER SERVICE LINE MATERIALS
29540	SAMS CLUB/GECF	4/13/2020	\$1,920.08	TABLES FOR CVB
29541	SARGENT DRILLING	4/13/2020	\$9,600.00	ACIDIZE & REHAB WELL #14
29542	SHEERN, DOUG	4/13/2020	\$15.00	REFUND GARDEN TALK
29543	SUPERIOR SANITATION SERVIC	4/13/2020	\$410.00	TRASH SERVICE APRIL 2020 @ CVB, RECY
29544	TRAILS END CAR WASH	4/13/2020	\$10.00	TRUCK WASH
29545	TRIPLETT, INC	4/13/2020	\$4,539.61	CID PROPERTY 6 LESS 2% ADMIN FEE MA
29546	UNIFIRST CORPORATION	4/13/2020	\$1,234.11	UNIFORM SERVICE
29547	US BANK EQUIPMENT FINANCE	4/13/2020	\$760.20	COPIER CONTRACT 3/25-4/25/20
29548	UTILITY SERVICE CO, INC	4/13/2020	\$16,623.62	2ND QTR WATER TOWER MAINT.
29549	VANDERBILTS NO. 4, INC	4/13/2020	\$99.00	K. STRODA WORK BOOTS
29550	WELLNITZ, BRENDA	4/13/2020	\$50.00	REFUND 5 EASTER TRAIN TICKETS
Total Checks			\$221,198.01	

FILTER: ((([Act Year]='2020' and [period] in (4))) and (Source in ('041320PAY')))

City of Abilene
Payroll Expenditures Report
03/20/2020 PR #6

PAYROLL CODE		TOTALS	
	NET SALARIES	\$	79,998.88
051 & 501	OASDI - CITY/EMPLOYEE	\$	14,310.68
049 & 502	MEDICARE - CITY/EMPLOYEE	\$	3,346.88
001	FEDERAL WITHHOLDING - EMPLOYEE	\$	9,677.49
503	KPERS - CITY	\$	6,600.59
056, 057, 059	KPERS EMPLOYEE	\$	4,121.08
		\$	10,721.67
505	KPERS RETIREE/EMPLOYER	\$	-
153	KPERS GROUP LIFE - EMPLOYEE	\$	157.37
504	KPF - CITY	\$	10,805.07
61	KPF EMPLOYEE	\$	3,522.87
		\$	14,327.94
155	KPF GROUP LIFE- EMPLOYEE	\$	80.07
105 & 540	WADDELL & REED 457 - CITY/EMPLOYEE	\$	2,455.00
204	WADDELL & REED 529 - EMPLOYEE	\$	50.00
110	WADDELL & REED SAVINGS - EMPLOYEE	\$	465.00
130 & 530	ICMA 457 CITY/EMPLOYEE	\$	-
005	STATE TAX - EMPLOYEE	\$	4,930.13
120	AFLAC After Tax D&L - EMPLOYEE	\$	144.74
170	AFLAC Before Tax INSURANCE - EMPLOYEE	\$	704.55
102	VISION CARE DIRECT - EMPLOYEE	\$	118.14
104	VSP VISION PLANS - EMPLOYEE	\$	198.56
140	HEALTH INSURANCE - EMPLOYEE	\$	6,128.63
510	HEALTH INSURANCE - CITY	\$	17,443.62
		\$	23,572.25
103	HEALTH SAVINGS ACCOUNT - EMPLOYEE	\$	300.00
506	HEALTH SAVINGS ACCOUNT - CITY	\$	262.50
111 & 520	IMPACT SPORTS & FITNESS- CITY/EMPLOYEE	\$	221.07
114 & 560	ABILENE PHYSICAL THERAPY - CITY/EMPLOYEE	\$	-
200	KS PAYMENT CENTER SUPPORT - EMPLOYEE	\$	168.46
206	CALIFORNIA CHILD SUPPORT - EMPLOYEE	\$	369.23
150	FLEXIBLE SPENDING ACCOUNT - EMPLOYEE	\$	1,423.76
121	POLICE & FIREMENS INS. - EMPLOYEE	\$	20.92
211	GARNISHMENT - EMPLOYEE	\$	197.61
	TOTAL PAYROLL EXPENDITURES	\$	168,222.90

City of Abilene
Payroll Expenditures Report
04/03/2020 PR #7

PAYROLL CODE		TOTALS	
	NET SALARIES	\$	71,791.17
051 & 501	OASDI - CITY/EMPLOYEE	\$	12,766.12
049 & 502	MEDICARE - CITY/EMPLOYEE	\$	2,985.72
001	FEDERAL WITHHOLDING - EMPLOYEE	\$	8,073.23
503	KPERS - CITY	\$	6,437.31
056, 057, 059	KPERS EMPLOYEE	\$	4,019.14
		\$	10,456.45
505	KPERS RETIREE/EMPLOYER	\$	-
153	KPERS GROUP LIFE - EMPLOYEE	\$	157.42
504	KPF - CITY	\$	9,196.21
61	KPF EMPLOYEE	\$	2,998.27
		\$	12,194.48
155	KPF GROUP LIFE- EMPLOYEE	\$	80.08
105 & 540	WADDELL & REED 457 - CITY/EMPLOYEE	\$	1,825.00
204	WADDELL & REED 529 - EMPLOYEE	\$	50.00
110	WADDELL & REED SAVINGS - EMPLOYEE	\$	465.00
130 & 530	ICMA 457 CITY/EMPLOYEE	\$	-
005	STATE TAX - EMPLOYEE	\$	4,349.58
120	AFLAC After Tax D&L - EMPLOYEE	\$	264.35
170	AFLAC Before Tax INSURANCE - EMPLOYEE	\$	704.55
102	VISION CARE DIRECT - EMPLOYEE	\$	118.14
104	VSP VISION PLANS - EMPLOYEE	\$	198.67
140	HEALTH INSURANCE - EMPLOYEE	\$	6,128.63
510	HEALTH INSURANCE - CITY	\$	17,443.62
		\$	23,572.25
103	HEALTH SAVINGS ACCOUNT - EMPLOYEE	\$	300.00
506	HEALTH SAVINGS ACCOUNT - CITY	\$	262.50
111 & 520	IMPACT SPORTS & FITNESS- CITY/EMPLOYEE	\$	235.08
114 & 560	ABILENE PHYSICAL THERAPY - CITY/EMPLOYEE	\$	-
200	KS PAYMENT CENTER SUPPORT - EMPLOYEE	\$	168.46
206	CALIFORNIA CHILD SUPPORT - EMPLOYEE	\$	369.23
150	FLEXIBLE SPENDING ACCOUNT - EMPLOYEE	\$	1,423.76
121	POLICE & FIREMENS INS. - EMPLOYEE	\$	20.92
211	GARNISHMENT - EMPLOYEE	\$	210.04
	TOTAL PAYROLL EXPENDITURES	\$	153,042.20