



ABILENE CITY COMMISSION - REGULAR MEETING AGENDA

ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET

August 10, 2020 - 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 YOU TUBE PAGE AT

https://www.youtube.com/channel/UCNURrU0ueP6_dRpHYu1wJEg

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 August 10, 2020 City Commission meeting.
5. Meeting minutes: July 27, 2020 regular meeting.

Public Comments and Communications

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

Old and New Business

7. Levee agreement between the City of Abilene and the Department of the Army, Corps of Engineers.
8. Airport Master plan. (Links to the information are here:
<https://www.abilenecityhall.com/DocumentCenter/View/3130/K78-Airport-Master-Plan-FINAL-7-28-2020> and here: <https://www.abilenecityhall.com/DocumentCenter/View/3131/K78-Airport-Layout-Plan-FINAL-7-28-2020>).

Reports

9. City Manager reports.

Adjournment

10. Consider a motion to adjourn the August 10, 2020 City Commission meeting.

Future Meeting Reminders:

- Study session meeting, August 17 at 4 pm
- City Commission meeting, August 24 at 4pm



Abilene City Commission Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
July 27, 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, Deputy City Clerk Mohr, City Attorney Martin, Finance Director Rothchild, Convention and Visitors Bureau Director Roller-Weeks, Public Works Director Schrader and City Inspector Steerman.

3. Pledge of Allegiance

Consent Agenda

4. Agenda Approval for the July 27, 2020 City Commission Meeting

5. Meeting minutes: July 13, 2020 Regular Meeting

6. Audit renewal contract with Varney & Associates for five years in the amount of \$13,500 per year

7. Memorandum of Understanding between Dickinson County and the City of Abilene for the use of the Abilene Civic Center located at 201 NW 2nd during the renovation of the existing Dickinson County Courthouse.

8. Appoint Bill Marshall to the Planning Commission for a term expiring in 2023.

9. Approve a Mutual Aid Agreement between the Herington Fire Department DK202 and Abilene Fire Department DK201.

10. CDBG – CV Resolution No. 072720-2, A RESOLUTION TO DISTRIBUTE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) – CV FUNDS FROM THE STATE OF KANSAS DEPARTMENT OF COMMERCE AND CITY OF ABILENE TO ABILENE BUSINESSES.

Motion by Commissioner Witt, seconded by Commissioner Marshall to move item No. 8 from the Consent Agenda to item 12a under Old and New Business. Roll call vote: Rein YES, Marshall YES, Shafer YES, Witt YES, Ostermann YES. Motion carried unanimously 5-0.

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

Public Comments and Communications

11. 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

12. NE Drainage Easement

City Attorney Martin explained this is the final acquisition needed to begin on the NE drainage project.

Motion by Commissioner Rein, seconded by Commissioner Witt to approve the NE Drainage Easement. Roll call vote: Shafer YES, Witt YES, Ostermann YES, Rein YES, Marshall NO. Motion carried 4-1.

12a. Appoint Bill Marshall to the Planning Commission for a term expiring in 2023.

Motion by Commissioner Shafer, seconded by Commissioner Witt to appoint Bill Marshall to the Planning Commission for a term expiring in 2023. Roll call vote: Shafer YES, Witt YES, Ostermann YES, Rein YES, Marshall - Abstain due to conflict of interest. Motion carried unanimously 4-0, 1 abstention.

13. Consider Resolution No. 042720-1 A RESOLUTION FIXING A TIME AND PLACE TO APPEAR TO SHOW CAUSE WHY THE STRUCTURE AT 413 NW 3RD ST. SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED.

City Inspector Steerman spoke regarding the property located at 413 NW 3rd Street. There is work being completed and they have until September 14, 2020 to complete the work to City standards.

John Graves, owner of the property, spoke regarding work the at being done and what work is still planned.

Motion by Commissioner Marshall, seconded by Commissioner Rein to approve Resolution No. 072420-1 **A RESOLUTION FIXING A TIME AND PLACE TO APPEAR TO SHOW CAUSE WHY THE STRUCTURE AT 413 NW 3RD ST. SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED.** Roll call vote: Witt YES, Ostermann YES, Rein YES, Marshall YES, Shafer YES. Motion carried unanimously 5-0.

14. SPARK funding Kiosk for tourism in the amount of \$35,800.00

Convention and Visitors Bureau Director Roller-Weeks presented information regarding a kiosk for tourism to be paid for through the SPARK funding.

Motion by Commissioner Marshall, seconded by Commissioner Witt to approve the SPARK funding Kiosk for tourism in the amount of \$35,800.00. Roll call vote: Ostermann YES, Rein YES, Marshall YES, Shafer YES, Witt YES. Motion carried unanimously 5-0.

15. 2021 Budget Hearing

Mayor Ostermann opened the public hearing at 4:18 p.m.

Finance Director Rothchild spoke regarding the 2021 Budget.

Thank you to all Department Directors for their hard work on the budget.

Mayor Ostermann closed the public hearing at 4:27 p.m.

16. Consider Ordinance 20-3389, AN ORDINANCE ADOPTING AND APPROPRIATING THE 2021 ANNUAL BUDGET OF THE CITY OF ABILENE, KANSAS.

Motion by Commissioner Marshall, seconded by Commissioner Rein to adopt Ordinance No. 20-3389, **AN ORDINANCE ADOPTING AND APPROPRIATING THE 2021 ANNUAL BUDGET OF THE CITY OF ABILENE, KANSAS.** Roll call vote: Rein YES, Marshall YES, Shafer YES, Witt YES, Ostermann YES. Motion carried unanimously 5-0.

17. Executive Session: Motion by Commissioner Witt seconded by Commissioner Marshall to recess into Executive Session for 30 minutes to review and evaluate the City Manager's performance, based upon the need to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1). The open public meeting will resume in this room at 4:58 p.m. Roll call vote: Witt YES, Shafer YES, Marshall YES, Rein YES, Ostermann YES. Motion carried unanimously 5-0.

City Manager Foltz was called into Executive Session at 4:50 p.m.

Regular session resumed at 4:58 p.m.

There was no action taken in Executive Session.

Reports

18. City Manager reports

There is a memo in the packet from Public Works Director Schrader regarding the CCLIP Program for improvements on South Buckeye from Old Abilene Town to the Santa Fe Railroad tracks. The City will receive \$300,000.00 from KDOT with the City share being \$168,596.64.

Staff has submitted the SPARKS funding request for the City of Abilene to Dickinson County for reimbursement of COVID-19 expenses.

The application period for Chief of Police closed on Friday. We have received 81 applications. Staff will begin reviewing the applications and schedule interviews in August.

The City received funding through the Blue Cross/Blue Shield Pathways Grant and this will be used to purchase two new swings, one is a parent/child swing and one is a swing for disabled children.

Street work was completed on Sterl Lane around the Band Shell last week. The Community Center Parking lot is partially completed and then work will begin on the Senior Center parking lot.

T & M Construction continues work on the Vine Street sidewalk project. This project was also partially funded by the Blue Cross/Blue Shield Pathways Grant.

They are still planning on doing something for the Eisenhower Memorial dedication, it may be virtual. Abilene and Denison are not planning on attending any activities in Washington DC or Gettysburg at this time. More information will be relayed as it is received.

The Dickinson County Health Department released a COVID-19 update, there are currently 39 cases with 32 cases recovered. We are flattening the curve. This information will also be on the City of Abilene website.

Adjournment

19. Consideration of a motion to adjourn the July 27, 2020 City Commission meeting.

Motion by Commissioner Marshall, seconded by Commissioner Witt to adjourn at 5:03 p.m. Roll call vote: Rein YES, Witt YES, Shafer YES, Marshall YES, Ostermann YES. Motion carried unanimously 5-0.

(Seal)

Chris Ostermann, Mayor

ATTEST:

Shayla L. Mohr
Deputy City Clerk



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, KANSAS CITY DISTRICT
635 FEDERAL BUILDING
601 E. 12TH STREET
KANSAS CITY, MISSOURI 64106-2824

July 9, 2020

Civil Branch

SUBJECT: Transmittal of Cooperation Agreement, City of Abilene,
Dickinson County, Kansas

Ms. Chris Ostermann, Mayor
City of Abilene, Kansas
419 N. Broadway
Abilene, Kansas 67410

Dear Ms. Ostermann:

Enclosed is a digital copy of the Cooperation Agreement for the rehabilitation of the City of Abilene, in Dickinson County, Kansas Left Bank Levee Unit. Please obtain signatures on the following document pages 9, 10, & 11 of the attached Cooperation Agreement. Please print and sign the listed documents the scan the signed documents into a PDF format and return the signed copies via e-mail to Seth.A.Thomas@usace.army.mil.

Once the documents have been executed, a digital copy will be returned to you. Please note that it is urgent to have the Cooperation Agreement signed and returned for execution, even before acquisition of easements, in order to initiate the Contracting process.

In an effort to maximize competition for any potential contracts, please direct any questions from potential bidders concerning the scope of work or costs to the following website: <https://beta.sam.gov/>. Thank you for your cooperation in this matter. If you have any questions, please do not hesitate to contact Seth Thomas at 816-389-2297.

Sincerely,

Meredith L A Harmon

Meredith L. A. Harmon
Chief, Planning and Acquisition Branch
Real Estate Contracting Officer

**COOPERATION AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
and
CITY OF ABILENE, DICKINSON COUNTY, KANSAS
for
REHABILITATION OF A FEDERAL FLOOD CONTROL WORK**

THIS AGREEMENT, entered into this _____ day of _____, 20__, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, Kansas City District, U.S. Army Corps of Engineers, and the **CITY OF ABILENE, DICKINSON COUNTY, KANSAS** (hereinafter referred to as the "Public Sponsor").

WITNESSETH THAT:

WHEREAS, the Government constructed a flood control project (hereinafter referred to as the project) authorized by the **FEDERAL CONTROL ACT** approved September 3, 1954, Public Law 780, Eighty-third Congress, second session and governed by the resolution dated September 9, 1954 and entitled Resolution, and which remains in full effect;

WHEREAS, pursuant to 33 U.S.C. 701n, the Government is authorized to assist in the repair or restoration of flood control improvements threatened or destroyed by floods;

WHEREAS, via written correspondence, the Public Sponsor has requested that the Government repair or restore the project, which was damaged by recent flooding or coastal storms, in accordance with 33 U.S.C. 701n and established policies of the U.S. Army Corps of Engineers; and,

WHEREAS, Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in the rehabilitation effort of the authorized project in accordance with the terms of this Agreement;

NOW, THEREFORE, the Government and the Public Sponsor agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

A. The term "Rehabilitation Effort" shall mean **the repair of scoured areas by the placement of quarry-run stone** as generally described in the Project Information

Report dated June 11, 2020 and approved by the Division Engineer on June 11, 2020. See attached Exhibit "A" for a complete listing of repair work to be done.

B. The term "Rehabilitation Effort costs" shall mean all costs incurred by the Public Sponsor and the Government, in accordance with the terms of this Agreement, directly related to implementation of the Rehabilitation Effort. The term shall include, but is not necessarily limited to: actual construction costs, including supervision and inspection costs; costs of contract dispute settlements or awards; and the cost of investigations to identify the existence of hazardous substances as identified in Article XIA. The term shall not include any costs for operation and maintenance; any costs to correct deferred or deficient maintenance; any costs for betterments; any costs for Public Sponsor-preferred alternatives; or the costs of lands, easements, rights-of-way, relocations, or suitable borrow and dredged or excavated material disposal areas required for the Rehabilitation Effort.

C. The term "betterment" shall mean the design and construction of a feature accomplished on behalf of, or at the request of, the Public Sponsor in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Rehabilitation Effort.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States, and using those funds shall expeditiously implement the Rehabilitation Effort, applying those procedures usually followed or applied in Government construction of Federal projects, pursuant to Federal laws, regulations, and policies. The Public Sponsor shall be afforded the opportunity to review and comment on solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. The Contracting Officer will, in good faith, consider the comments of the Public Sponsor, but award of contracts, modifications or change orders, and performance of all work on the Rehabilitation Effort (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Contracting Officer.

B. As further specified in Article III, the Public Sponsor shall provide all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for construction, operation, and maintenance of the Project and the Rehabilitation Effort.

C. As further specified in Article IV, the Public Sponsor shall contribute, in cash, in-kind services, or a combination thereof, a contribution toward construction of the Rehabilitation Effort in an amount equal to **\$0.00** towards the total Rehabilitation Effort costs.

D. The Public Sponsor shall not use Federal funds to meet its share of total Rehabilitation Effort costs under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is authorized by statute.

E. The Public Sponsor shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Rehabilitation Effort and any authorized project-related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors.

F. The Public Sponsor agrees to continue to participate in and comply with the policies and procedures of the U.S. Army Corps of Engineers Rehabilitation and Inspection Program, and of Title 33, Code of Federal Regulations, Part 208.10 (33 CFR 208.10).

G. The Public Sponsor may request the Government to accomplish betterments. The Public Sponsor shall be solely responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the Public Sponsor in accordance with Article IV.

ARTICLE III - LANDS, RELOCATIONS, DISPOSAL AREAS, AND PUBLIC LAW 91-646

A. The Government shall provide the Public Sponsor with a description of the anticipated real estate requirements and relocations for the Rehabilitation Effort. Thereafter, the Public Sponsor shall furnish all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform any relocations, as may be determined by the Government in that description, or in any subsequent description, to be necessary for the construction, operation, and maintenance of the Rehabilitation Effort and the authorized project. The necessary lands, easements, and rights-of-way may be provided incrementally for each construction contract. All lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the advertisement of that construction contract.

B. The Public Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights of way, required for construction, operation, and maintenance of the Rehabilitation Effort, including those necessary for relocations, borrow materials, and dredged or excavated material

disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - METHOD OF PAYMENT

A. The Public Sponsor shall provide, during the period of construction, cash payments, in-kind services, or a combination thereof, required to meet the Public Sponsor's obligations under Article II of the Agreement. Rehabilitation Effort costs are currently estimated to be **\$292,451.00** and the Public Sponsor's share (cash and services in kind) of total Rehabilitation Effort costs is currently estimated to be **\$0.00**. In order to meet Public Sponsor's cash payment requirements, the Public Sponsor must provide a cash contribution estimated to be **\$0.00**. The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred and are not to be construed as the total financial responsibilities of the Government and the Public Sponsor. See attached Exhibit "B", Sponsor Cost Share Emergency Levee Repair Cost Estimate for the levee repair estimate and estimated Public Sponsor cost share amount.

B. The required cash contribution shall be provided as follows: At least ten calendar days prior to the award of the first construction contract, the Government shall notify the Public Sponsor of the Public Sponsor's estimated share of the total Rehabilitation Effort costs including the Public Sponsor's estimated share of the costs attributable to the Rehabilitation Effort incurred prior to the initiation of construction. Within five calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the required contribution by wire transfer, Electronic Funds Transfer, or by delivering a check payable to "FAO, USAED-Kansas City" to the Contracting Officer representing the Government. The Government shall draw on the funds provided by the Public Sponsor such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Rehabilitation Effort as they are incurred, as well as Rehabilitation Effort costs incurred by the Government. In the event that total Rehabilitation Effort costs are expected to exceed the estimate given at the outset of construction, the Government shall immediately notify the Public Sponsor of the additional contribution the Public Sponsor will be required to make to meet the Public Sponsor's share of the revised estimate. Within ten calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the additional required contribution.

C. During the period of construction, the Government will provide periodic financial reports on the status of the total Rehabilitation Effort costs and status of contributions made by the Public Sponsor. Upon completion of the Rehabilitation Effort and resolution of all relevant contract claims and appeals, the Government shall compute the total Rehabilitation Effort costs and tender to the Public Sponsor a final

accounting of the Public Sponsor's share of Rehabilitation Effort costs.

1. In the event the total contribution by the Public Sponsor is less than the Public Sponsor's required share of total Rehabilitation Effort costs, the Public Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Public Sponsor's required share of the total Rehabilitation Effort costs.

2. In the event total contribution by the Public Sponsor is more than the Public Sponsor's required share of total Rehabilitation Effort costs, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Public Sponsor; however, the Public Sponsor shall not be entitled to any refund for in-kind services. In the event the existing funds are not available to repay the Public Sponsor for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Public Sponsor for excess contributions provided.

ARTICLE V – CREDITING OF IN-KIND SERVICES

The Government has approved a credit for In-Kind Services, compatible with the Rehabilitation Effort, in the estimated amount of **\$0.00** for implementation of such services by the Public Sponsor. The affording of such credit shall be subject to an onsite inspection by the Government to verify that the work was accomplished in a satisfactory manner and is suitable for inclusion in the Rehabilitation Effort. The actual amount of such credit shall be subject to an audit conducted to determine reasonableness, allocability, and allowability of costs. The Government shall apply the credit amount toward any additional cash contribution required under this Agreement. The Public Sponsor shall not receive credit for any amount in excess of such additional cash contribution, nor shall the Public Sponsor be entitled to any reimbursement for any excess credit amount.

ARTICLE VI - OPERATION AND MAINTENANCE

A. After the Contracting Officer has determined that construction of the Rehabilitation Effort is complete and provided the Public Sponsor with written notice of such determination, the Public Sponsor shall continue to operate and maintain the completed Rehabilitation Effort as part of the project, at no cost to the Government, in accordance with specific directions prescribed by the Government in Title 33, Code of Federal Regulations, Part 208.10, Engineer Regulation 500-1-1, and any subsequent amendments thereto.

B. The Public Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the Public Sponsor owns

or controls for access to the Project for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the Project. If an inspection shows the Public Sponsor for any reason is failing to fulfill the Public Sponsor's obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Public Sponsor. If, after 30 calendar days from receipt of such notice, the Public Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Public Sponsor owns or controls for access to the authorized project for the purposes of completing, operating, and maintaining the project. No action by the Government shall operate to relieve the Public Sponsor of responsibility to meet the Public Sponsor obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

ARTICLE VII - FEDERAL AND STATE LAWS

In the exercise of the Public Sponsor's rights and obligations hereunder, the Public Sponsor agrees to comply with all applicable Federal and state laws and regulations.

ARTICLE VIII - RELATIONSHIP OF PARTIES

The Government and the Public Sponsor act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, nor employee of the other.

ARTICLE IX - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE X - COVENANT AGAINST CONTINGENT FEES

The Public Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Public Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in the Government's discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XI - TERMINATION OR SUSPENSION

If at any time the Public Sponsor fails to carry out its obligations under this Agreement, the District Engineer shall terminate or suspend work on the Rehabilitation Effort, unless the District Engineer determines that continuation of work on the Rehabilitation Effort is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with this Rehabilitation Effort. However, deferral of future performance under this agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Rehabilitation Effort and proceed to a final accounting in accordance with Article IV of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as either the Government or Public Sponsor elects to proceed with further construction or terminates this Agreement.

ARTICLE XII - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the Contracting Officer, the Public Sponsor shall perform, or cause to be performed, such investigations for hazardous substances as are determined necessary by the Government or the Public Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Sections, 9601-9675, on lands necessary to Rehabilitation Effort construction, operation, and maintenance. All actual costs incurred by the Public Sponsor that are properly allowable and allocable to performance of any such investigations for hazardous substances shall be included in Rehabilitation Effort costs and cost shared as a construction cost.

B. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the Rehabilitation Effort contain any hazardous substances regulated under CERCLA, the Public Sponsor and the Government shall provide prompt notice to each other, and the Public Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and the Public Sponsor shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort and the authorized Project. Should the Government and the Public Sponsor determine to proceed or continue with the construction after considering any

liability that may arise under CERCLA, the Public Sponsor shall be responsible, as between the Government and the Public Sponsor, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Agreement. In the event the Public Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Public Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Rehabilitation Effort, or proceed with further work as provided in Article XI of this Agreement.

D. The Public Sponsor and Government shall consult with each other to assure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C of this Article shall not relieve any party from any liability that may arise under CERCLA.

E. As between the Government and the Public Sponsor, the Public Sponsor shall be considered the operator of the Project (which the Rehabilitation Effort is repairing and restoring) for purposes of CERCLA liability. To the maximum extent practicable, the Public Sponsor shall operate and maintain the Project in a manner that will not cause liability to arise under CERCLA.

ARTICLE XIII - NOTICES

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

If to the Public Sponsor:
City of Abilene, Kansas
Ms. Chris Ostermann, Mayor
419 N. Broadway
Abilene, Kansas 67410

If to the Government:
District Engineer
Kansas City District, Corps of Engineers
601 E. 12th Street, 635 Federal Building
Kansas City, Missouri 64106-2896

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is either personally delivered, or, seven calendar days after it is mailed, as the case may be.

IN WITN ESS HEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

CITY OF ABILENE, KANSAS

BY: _____
William C. Hannan, Jr.
Colonel, Corps of Engineers
District Commander

BY: _____
Ms. Chris Ostermann
Mayor
City of Abilene, Kansas

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, _____ do hereby certify that I am the principal legal officer of the City of Abilene, Dickinson County, Kansas and it is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of Abilene, Dickinson County, Kansas in connection with the Rehabilitation Effort, and to pay damages, if necessary, in the event of the failure to perform, in accordance with Section 221 of Public Law 91-611, and that the person who has executed this Agreement on behalf of the City of Abilene, Dickinson County, Kansas has acted within his statutory authority.

IN WITNESS HEREOF, I have made and executed this certification this ____ day of _____, 2020.

Attorney

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATED this ____ day of _____, 2020.

Ms. Chris Ostermann
Mayor
City of Abilene, Kansas

PROPOSED REPAIR CONSTRUCTION

Repair Work Description of Abilene Kansas Left Levee Unit, Dickinson County Flood Protection Rehabilitation:

RIVERSIDE EROSION STATION 67+00 TO STATION 74+00:

Repair scoured areas by placing quarry-run stone material over unprotected embankment material. A low water crossing would be constructed and used for trucks to haul and dump stone directly at the location of the unprotected embankment. Armoring would be approximately 10 feet wide at the top to allow haul trucks to use the armoring as a path to continue placing stone down the entire length of the repair. The thick layer of protection would have the ability to self-launch in the event of future toe scour. Sediment, equal in quantity to the newly placed armoring and low water crossing, would be excavated and removed from the opposite bank to prevent a reduction in channel flow capacity.

SHRINKAGE:

Unless otherwise shown, the repaired embankment shall be increased as follows to allow for subsequent shrinkage or settlement. The fill height of embankment placed by dozers or hauling equipment shall be increased 5 percent of the levee fill height, tapering to no increase in height at the toe of the embankment. The 5 percent height requirement **cannot** be exceeded by greater than two tenths of a foot (0.20'). The contractor will be required to degrade embankment height should this limitation be exceeded, at no cost.

CITY OF ABILENE

08/04/20 2:23 PM

Page 1

***Check Summary Register©**

Batch: 081020PAY

Name	Check Date	Check Amt	
002000 Astra Bank checking			
30142 ABILENE ANIMAL HOSPITAL, PA	8/10/2020	\$1,466.72	JULY ANIMAL FEES
30143 ABILENE MUNICIPAL COURT	8/10/2020	\$170.00	KEVIN ROTH 17-0689 BOND APPLY
30144 ABILENE REFLECTOR-CHRONIC	8/10/2020	\$435.80	JULY LEGALS & ADS
30145 ABILENE TERMITE & PEST CO	8/10/2020	\$545.00	PEST CONTROL SERVICE - JULY 2020-JUN
30146 ALLEN, REBECCA	8/10/2020	\$22.50	REFUND SOFTBALL
30147 APAC, INC - SHEARS	8/10/2020	\$678.73	HMA FOR STREET REPAIRS
30148 BANYON DATA SYSTEMS	8/10/2020	\$5,500.00	BANYON SOFTWARE ANNUAL SUPPORT
30149 BENTON, KATE	8/10/2020	\$45.00	REFUND SOFTBALL
30150 BNSF RAILWAY COMPANY	8/10/2020	\$373.93	YEARLY LEASE 16 SEWER LINE 8/3/20-8/2/2
30151 BOWELL, KATIE	8/10/2020	\$30.00	REFUND VB CAMP
30152 BROOKS, JENNIFER	8/10/2020	\$45.00	REFUND SOFTBALL
30153 BRUGGMAN, NICHOLE	8/10/2020	\$45.00	REFUND SOFTBALL
30154 CLARK, MIZE & LINVILLE CHART	8/10/2020	\$5,741.00	GENERAL RETAINER JUNE
30155 CONSOLIDATED PRINTING	8/10/2020	\$90.81	CHAMBER & CVB COPY MACHINE BILL
30156 COOPER CLEANING SERVICE	8/10/2020	\$2,100.00	JULY 2020 CLEANING
30157 CRUZ, ASHLEY	8/10/2020	\$20.00	REFUND FB CAMP
30158 CULLIGAN OF SALINA	8/10/2020	\$30.00	RO SYSTEM RENTAL 7/29-8/25/20
30159 DK CTY ADMINISTRATION	8/10/2020	\$273.26	DIESEL
30160 DK CTY REGISTER OF DEEDS	8/10/2020	\$72.00	FILE EASEMENT
30161 DK CTY SHERIFF	8/10/2020	\$875.00	PRISONER CARE JULY 2020
30162 DON'S TIRE & SUPPLY	8/10/2020	\$342.90	FLAT REPAIR
30163 EAGLE TECHNOLOGY Solutio	8/10/2020	\$475.00	IT WORK ADMIN & FIRE
30164 EGOV STRATEGIES, LLC	8/10/2020	\$1,030.90	JULY FEES FOR EGOV PAYMENTS
30165 EVERGY	8/10/2020	\$51,156.66	ELECTRIC SERVICE
30166 FOLEY EQUIPMENT COMPANY	8/10/2020	\$71.70	LOADER BUCKET PARTS
30167 GABLE, KIRK	8/10/2020	\$79.50	REFUND 2 SOCCER, 1 BASEBALL, SOFTBA
30168 HOLM AUTOMOTIVE CENTER	8/10/2020	\$100.00	INSTALL NEW DECAL
30169 HOTTMAN, KRISTI	8/10/2020	\$22.50	REFUND SOFTBALL
30170 HOWARD, HALEY	8/10/2020	\$25.00	REFUND T-BALL
30171 IMAGE QUEST	8/10/2020	\$266.49	CONTRACT OVERAGE CHARGE 6/25-7/24/2
30172 J & K CONTRACTING	8/10/2020	\$12,500.00	NEW 8" MAIN, HYDRANTS, VALVES SOUTH
30173 JOYCELYN LUCAS RANDLE LAW	8/10/2020	\$1,000.00	LAMB 19-0512, JACKSON 20-0048 & 20-0042
30174 KANSAS GAS SERVICE	8/10/2020	\$535.31	GAS SERVICE
30175 KANSAS ONE-CALL SYSTEM, IN	8/10/2020	\$134.40	LOCATES FOR JULY
30176 KS TREASURER	8/10/2020	\$718,414.89	GO BOND 2019B/WWTP PRINCIPAL & INTE
30177 LACAL EQUIPMENT, INC	8/10/2020	\$1,182.81	18B POLY & GUTTER/STREET SWEEPER B
30178 LUMBER HOUSE TRUE VALUE	8/10/2020	\$207.79	KNIFE & SCRAPER
30179 MICHELLE WRIGHT	8/10/2020	\$8,165.67	CID PROPERTY ROSEROCK LESS 2% ADM
30180 MIDWEST CONCRETE MATERIA	8/10/2020	\$1,144.13	STREET REPAIRS/WATER LINE
30181 MUNILOGIC	8/10/2020	\$1,220.00	JULY 2020 MONTHLY HOSTING FEES
30182 NARAYAN, INC	8/10/2020	\$1,226.60	CID PROPERTY HOLIDAY I LESS 2% ADMIN
30183 NATIONAL SIGN CO., INC	8/10/2020	\$926.00	STREET SIGNS
30184 NEW BOSTON CREATIVE GROU	8/10/2020	\$200.00	SSL CERTIFICATE OF 1 YEAR FOR WEBSIT
30185 NEX-TECH RURAL TELEPHONE	8/10/2020	\$397.33	PHONE SERVICE
30186 OLSSON	8/10/2020	\$25,466.93	SE STORM SEWER STUDY, 8TH ST. SEWE
30187 PACE ANALYTICAL SERVICES	8/10/2020	\$285.60	SAMPLE ANALYSIS
30188 PRAIRIE FIRE COFFEE	8/10/2020	\$47.90	COFFEE @ WWTP
30189 QUADIENT FINANCE USA, INC	8/10/2020	\$544.45	POSTAGE
30190 ROBSON OIL CO, INC	8/10/2020	\$4,572.53	MOTOR OIL
30191 RYAN & MULLIN, PA	8/10/2020	\$2,916.67	CITY PROSECUTOR AUG 2020
30192 S & K ELECTRIC	8/10/2020	\$700.00	ADDED GFCI OUTLETS, RECAP FOR FREEZ
30193 SALINA AREA TECHNICAL COLL	8/10/2020	\$2,160.00	LANE DRISCOLL EMT CLASS AUG-DEC 202
30194 SALINA SUPPLY CO	8/10/2020	\$1,837.85	WATER LINE PARTS
30195 SAMS CLUB/GECF	8/10/2020	\$125.00	MEMBERSHIP FEE

CITY OF ABILENE

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***Check Summary Register©**

Batch: 081020PAY

	Name	Check Date	Check Amt	
30196	SCHMIDT, CHELSEY	8/10/2020	\$10.00	REFUND CODY WHITEHAIR CAMP
30197	SECURE SHRED OF N.C.K.	8/10/2020	\$696.16	BASEMENT DOCUMENT SHREDDING
30198	SMART INSURANCE	8/10/2020	\$2,814.00	INSURANCE 2 NEW POLICE CARS
30199	STAR2STAR COMMUNICATIONS,	8/10/2020	\$24.79	PHONE SERVICE
30200	SUPERIOR SANITATION SERVIC	8/10/2020	\$475.00	AUG TRASH SERVICE @ CVB, RECYCLE &
30201	TRIPLETT, INC	8/10/2020	\$5,321.27	CID PROPERTY 6 LESS 2% ADMIN FEE JUL
30202	TRUE OMNI, LLC	8/10/2020	\$35,800.00	DIGITAL KIOSK FOR VISITORS CENTER - C
30203	UNIFIRST CORPORATION	8/10/2020	\$1,828.82	UNIFORMS
30204	US BANK EQUIPMENT FINANCE	8/10/2020	\$435.81	COPIER CONTRACT PAYMENT
30205	UTILITY SERVICE CO, INC	8/10/2020	\$16,623.62	3RD QTR WATER TOWER MAINT
30206	VAN DIEST CHEMICAL CO	8/10/2020	\$206.20	CHEMICALS FOR WEEDS
30207	WELLS, JANDI	8/10/2020	\$70.00	REFUND T-BALL & SOFTBALL
30208	WILLIAMS, BILL	8/10/2020	\$965.00	NUISANCE ABATEMENT @ 209 S KUNEY
30209	YOURMEMBERSHIP.COM, INC	8/10/2020	\$75.00	JOB POSTING WEB
Total Checks			\$923,387.93	

FILTER: ((([Act Year]='2020' and [period] in (8))) and (Source in ('081020PAY')))

City of Abilene
Payroll Expenditures Report
08/07/2020 PR #16

PAYROLL CODE		TOTALS	
	NET SALARIES	\$	79,574.62
051 & 501	OASDI - CITY/EMPLOYEE	\$	13,806.64
049 & 502	MEDICARE - CITY/EMPLOYEE	\$	3,229.10
001	FEDERAL WITHHOLDING - EMPLOYEE	\$	8,526.65
503	KPERS - CITY	\$	5,882.54
056, 057, 059	KPERS EMPLOYEE	\$	3,672.75
		\$	9,555.29
505	KPERS RETIREE/EMPLOYER	\$	-
153	KPERS GROUP LIFE - EMPLOYEE	\$	175.77
504	KPF - CITY	\$	9,303.08
61	KPF EMPLOYEE	\$	3,033.14
		\$	12,336.22
155	KPF GROUP LIFE- EMPLOYEE	\$	71.91
105 & 540	WADDELL & REED 457 - CITY/EMPLOYEE	\$	1,560.00
204	WADDELL & REED 529 - EMPLOYEE	\$	50.00
110	WADDELL & REED SAVINGS - EMPLOYEE	\$	465.00
130 & 530	ICMA 457 CITY/EMPLOYEE	\$	-
005	STATE TAX - EMPLOYEE	\$	4,478.62
120	AFLAC After Tax D&L - EMPLOYEE	\$	222.92
170	AFLAC Before Tax INSURANCE - EMPLOYEE	\$	618.00
102	VISION CARE DIRECT - EMPLOYEE	\$	118.14
104	VSP VISION PLANS - EMPLOYEE	\$	180.25
140	HEALTH INSURANCE - EMPLOYEE	\$	5,256.20
510	HEALTH INSURANCE - CITY	\$	14,960.58
		\$	20,216.78
103	HEALTH SAVINGS ACCOUNT - EMPLOYEE	\$	300.00
506	HEALTH SAVINGS ACCOUNT - CITY	\$	262.50
111 & 520	IMPACT SPORTS & FITNESS- CITY/EMPLOYEE	\$	226.30
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	\$	1,298.34
121	POLICE & FIREMENS INS. - EMPLOYEE	\$	20.92
211	GARNISHMENT - EMPLOYEE	\$	210.04
	TOTAL PAYROLL EXPENDITURES	\$	158,041.70