ABILENE CITY COMMISSION - REGULAR MEETING AGENDA

ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET

June 14, 2021 - 4:00 pm

VIEW THIS CITY COMMISSION MEETING VIRTUALLY AT
www.abilenecityhall.com/watchlive

1. Call to Order
2. Roll Call: ____ Rein ____Marshall ____ Ostermann ____ Shafer ____Witt
3. Pledge of Allegiance

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

4. Agenda Approval for the June 14, 2021, City Commission Meeting
5. Meeting Minutes: May 24, 2021, Regular Meeting
6. Accept resignation of Ann Strunk from the Sister City Committee

Public Comments and Communications

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

Old and New Business

8. Consider approval of Resolution 061421-1 **A RESOLUTION ADOPTING THE KANSAS HOMELAND SECURITY REGION (F) HAZARD MITIGATION PLAN.**
9. Consider approval of bid for the 2021 Street Rehabilitation Project.
10. Consider approving a Real Estate Agreement and a Farm Lease Agreement with Warren Wilson Hay, Inc. with regards to well #23.
11. Consider approval of bid for the Police Department remodel.

Reports

12. City Manager's Reports

Adjournment

13. Consideration of a motion to adjourn the June 14, 2021, City Commission meeting.

Future Meeting Reminders:

- City Commission Study Session, June 21st at 4 pm
- City Commission Meeting, June 28th at 4 pm

Abilene City Commission Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
May 24, 2021 @ 4:00 p.m.
Abilene, Kansas

1. **Call to Order**

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

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

3. **Pledge of Allegiance**

Consent Agenda

4. **Agenda Approval for the May 24, 2021 City Commission Meeting**
5. **Meeting minutes: May 10, 2021 Regular Meeting**

Motion by Commissioner Marshall, seconded by Commissioner Witt to approve the Consent Agenda as printed. Roll call vote: Marshall YES, Witt YES, Rein YES. Motion carried unanimously 3-0.

Public Comments and Communications

6. 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

7. **Consider a motion to approve a real estate donation agreement with Ralph Viola for property located at 609 S. Washington Street.**

Interim City Manager Rothchild presented information regarding the real estate donation agreement with Ralph Viola for property located near the Municipal Airport. Mr. Viola wants this property to be owned by the airport.

Motion by Commissioner Marshall, seconded by Commissioner Witt to approve a real estate donation agreement with Ralph Viola for property located at 609 S. Van Buren Street. Roll call vote: Witt YES, Rein YES, Marshall YES. Motion carried unanimously 3-0.

8. Consider individual request for discharge of fireworks after a memorial service.

Interim City Manager Rothchild presented information regarding a request from Joann Hettenbach for permission to discharge fireworks after a memorial service for Paul Hettenbach.

Motion by Commissioner Marshall, seconded by Commissioner Witt to approve a request for permission to discharge fireworks after a memorial service for Paul Hettenbach on property owned by the Hettenbach's and not to last longer than 30 minutes. Roll call vote: Witt YES, Rein YES, Marshall YES. Motion carried 3-0.

Reports

9. City Manager reports

There have been concerns in the past brought up by staff and the airport board about the location of our water wells and the airport being used by agricultural sprayers. Staff has been in contact with the seasonal ag spraying operations recently as the spray season was in full swing and I have placed a temporary cease order on seasonal sprays until we can review further. One of the operators had the required containment for loading the planes, but the semi-trailer that holds the chemicals, water, pumps, etc. had a backflow issue that leaked onto the concrete and into the grass. With the quick reaction of Lon and his crew, the Public Works Department was able to contain the spill after removing some soil in that location. After this event, staff met to discuss creating additional standard operating procedures for our seasonal ag sprayers in the future. I am also reaching out to the Kansas Water Office, Kansas Municipal Utilities and KDHE to ask questions about safety protocols or concerns of operating agricultural spraying operations within this proximity of one of our highest producing water wells. Until we have those answers back, the seasonal ag sprayers will continue to cease operation.

Parks and Recreation Department filled the pool last week but were losing a considerable amount of water. Mckee's came out and found three broken pipes under the pool. They had to cut into the base of the pool to fix the pipes. They have filled the hole back in and are waiting for the concrete to cure. Will paint and then hopefully will refill the pool on Wednesday or Thursday and plan to be open on Monday for Memorial Day.

Lon and our water department have been working through the water model report with Mark Bachamp and Olsson Engineering and they are now wrapping up that study which should be available shortly.

Northeast detention pond is complete, and grass is coming up nicely and it seems to be draining properly so far during the last week with some heavy rains.

Ron came to town today and we put him to work right away. He attended a meeting at the Dickinson County Economic Development office with me, Lon, and Mark Bachamp to discuss future planning and options for the industrial park area. Mark had mentioned that there could be some possible funding coming down for industrial park development. We wanted to start discussions now to make sure the City has a plan in place to help us qualify for the funds when/if they become available.

Adjournment

10. Consideration of a motion to adjourn the May 24, 2021 City Commission meeting.

Motion by Commissioner Marshall, seconded by Commissioner Witt to adjourn at 4:18 p.m. Roll call vote: Witt YES, Rein YES, Marshall YES. Motion carried unanimously 3-0.

(Seal)

_____
Brandon Rein, Mayor

ATTEST:

_____
Shayla L. Mohr
Interim City Clerk

Marcus Rothchild

From: Ann (Foltz) Strunk <annstrunk@gmail.com>
Sent: Monday, May 10, 2021 12:07 PM
To: Marcus Rothchild; Mary Zey
Subject: Sister City Board

Hello all, I regret to inform you that I have to resign as a member of the Sister City board. My company has strict policies regarding my involvement and membership on boards. I thought that the Sister City board would be different as I don't have a leadership position and don't handle any of the money. I was informed that that was not the case. I apologize. I guess I should have checked with them before agreeing to join. I still support the mission and hope to help out as a non-member volunteer.

Thank you,

Ann

CITY OF ABILENE
Item for City Commission Agenda

Meeting Date: 06/14/2021

Originating Department	Prepared By:	Approved For Agenda By: *(Office Use Only)*
Administration	Ron Marsh	

AGENDA ITEM HEADING:

All-Hazard Mitigation Plan -Dickinson County, KS Hazard Mitigation Plan – Resolution 061421-1

BACKGROUND:

Dickinson County has developed a Regional Multi-Jurisdictional Hazard Mitigation Plan to better address potential natural hazards before they occur and to maintain eligibility for mitigation funding from the Federal Emergency Management Agency (FEMA). The plan was developed by a Hazard Mitigation Planning Committee (HMPC), with participation from county and city departments, and state and federal agencies.

The plan addresses a comprehensive list of hazards, such as tornadoes and flooding, and will assess the likely impacts of these hazards to communities in Dickinson County and North Central Kansas. It also sets goals and prioritizes projects to reduce the impacts of future disasters on people and property in the county.

If you want to see the mitigation plan, it can be found at https://www.dkcoks.org/304/All-Hazard-Mitigation-Plan

FISCAL NOTE:

None

COMMISSION ACTION OPTIONS:

Adopt Resolution 061421-1 as the City of Abilene's official Kansas Homeland Security Region F Hazard Mitigation Plan

RESOLUTION 061421-1

A RESOLUTION ADOPTING THE KANSAS HOMELAND SECURITY REGION (F) HAZARD MITIGATION PLAN.

WHEREAS, the City of Abilene, Kansas recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS the U.S. Congress passed the Disaster Mitigation Act of 2000 ("Disaster Mitigation Act") emphasizing the need for pre-disaster mitigation of potential hazards;

WHEREAS the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

WHEREAS an adopted Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

WHEREAS, the City of Abilene, Kansas fully participated in the FEMA prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

WHEREAS, the Kansas Division of Emergency Management and FEMA Region VII officials have reviewed the Kansas Homeland Security Region F Hazard Mitigation Plan, and approved it contingent upon this official adoption of the participating governing body; and

WHEREAS, the City of Abilene, Kansas desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Kansas Homeland Security Region (F) Hazard Mitigation Plan; and

WHEREAS adoption by the governing body for the City of Abilene, Kansas demonstrates the jurisdictions' commitment to fulfilling the mitigation goals and objectives outlined in this plan; and

WHEREAS adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

NOW THEREFORE, be it resolved, that the City of Abilene, Kansas adopts the Kansas Homeland Security Region F Hazard Mitigation Plan as an official plan; and will submit this Adoption Resolution to the Kansas Division of Emergency Management to enable the plan's final approval.

Passed and approved by the Governing Body of the City of Abilene, Kansas, on this 14th day of June 2021.

_____

Brandon Rein, Mayor

ATTEST:

_____

Shayla L. Mohr, Interim City Clerk

ABILENE
KANSAS

CITY OF ABILENE
Item for City Commission Agenda

Meeting Date: June 7, 2021 and June 14, 2021

Originating Department	Prepared By:	Approved For Agenda By: *(Office Use Only)*
Public Works	Lon	

AGENDA ITEM HEADING:

2021 Street Rehabilitation and Preservation project bid results and action, Project #21-1SR

BACKGROUND:

At the end of March I produced a revised 5 year street maintenance plan. In the plan for 2021 I had earmarked a number of streets and proceeded to prepare a scope of work, bid specifications and invitations. These were sent to 8 paving contractors. We received bids from just two, Bayer Construction of Manhattan and APAC Kansas, Shears Division of Salina. These two contractors have performed nearly all of the last ten years' asphalt paving projects for us and both attended the pre-bid walk-thru that we held.

In that 5 year plan, I had made a preliminary cost estimate for the 2021 preservation and rehabilitation types of work at $577,000. As the bid quantities were completed, we estimated the project to cost $585,278. Both companies' bids were well below that with Bayer at $488,160 and APAC at $431,020.52. Admittedly after underestimating the March concrete paving project cost and the uncertainty on costs of supplies and raw materials right now, I was extra cautious with the final estimate.

Portions of the following streets that will be included:

West 1st	NE 12th
N. Washington	NW 5th
N. Mulberry	NW 6th
N. Walnut	NW 10th
S. Olive	SE 3rd

FISCAL NOTE:

Funding is available through our 2021 Special Street and Sales Tax Street budgets

COMMISSION ACTION OPTIONS:

Review and approve

Public Works Department
601 NW. 2nd Street/PO Box 519
Abilene, KS 67410
785-263-3510

AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between the City of Abilene (Owner) and APAC Kansas Inc. Shears Division (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as shown or specified or indicated in the Contract Documents. The Work is generally described as follows: 22,950 sq. yds. of 2" mill and inlay/overlay, approximately 12,000 sq. yds of UBAS, related curb and gutter, ADA ramps, driveway, alley entrances and valley gutters in Abilene, Kansas on specified streets as designated by the owner.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Owner Provided Documents may be the whole or only a part is generally described as follows:

Project No. 21-1SR, Abilene Street Rehabilitation

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by the City of Abilene, Public Works Dept. who may act as Owner's representative, assume all duties and responsibilities, and have the rights and authority as assigned by Owner in connection with the completion of the Work.

ARTICLE 4 - CONTRACT TIMES

4.01 Days to Achieve Substantial Completion and Final Payment

A. Bidder agrees that the Work will be substantially complete no later than **60 days** after the Notice to Proceed.

4.02 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.01 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500.00 for each day that expires after the time specified in Paragraph 4.01 for Substantial Completion and the Interim Substantial Completion Time until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500.00 for each day that expires after the time specified in Paragraph 4.01 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Owner Provided Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A. below:

A. Work shall consist of attached copy of bid package listing bid items, unit prices with totals and all other incidental work.

Total Contract Amount:

Four Hundred and thirty-one thousand, twenty dollars and fifty-two cents, $431,020.52.

Approved by the City Commission on June 14, 2021.

Contractor and Owner acknowledge that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Work will be based on a Lump Sum amount, or in the case of Unit Prices; the Unit Price bid multiplied by the actual quantities completed, determined as provided in the Contract Documents.

ARTICLE 6 - PAYMENT PROCEDURE

6.01 Submittal and Processing of Payment

A. Upon completion, contractor shall submit Application for Payment. Owner shall review and approve Application for Payment. Payment is due within 21 days after approval of contractor’s application for payment

Article 7- INTEREST

7.01 All moneys not paid when due shall bear interest at the maximum legal rate.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified.

E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. Contractor shall procure and maintain at his own expense such insurance as set forth below covering claims for injuries to persons or damages to property which may arise out of execution of the project. Certificates of insurance will be provided to the Owner and contain a provision that coverages will not be cancelled prior to a fifteen (15) day written notice given to the Owner.

1. **Commercial General Liability,** Insurance shall have a limit of liability not less than $1,000,000 each occurrence and 2,000,000 Annual Aggregate.
2. **Automobile Liability,** Insurance shall have limits of $1,000,000 each accident.
3. **Workmen's Compensation and Employers Liability,** Insurance shall have limits of $500.000 each accident, $500,000 for bodily injury by accident, and $500,000 each employee for injury by disease.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (1 to 5, inclusive).

2. Performance Bond (if required).
3. Payment Bond (if required).
4. Certificate of Insurance
5. Specifications (if provided)
6. Drawings (if needed)
7. Addenda (if needed)
8. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid
    b. Documentation submitted by Contractor prior to Signing of this Agreement
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Order(s).

B. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as agreed upon by both parties.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions of the 2015 Edition of the KDOT Standard Specifications.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon

Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in quadruplicate. Two counterparts each has been delivered to Contractor and one counterpart each has been delivered to the Owner and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on June 15, 2021.

OWNER:	**CONTRACTOR:**
City of Abilene	APAC Kansas Inc. Shears Division
By: Ron Marsh	**By:** _____
Title: City Manager	**Title:** _____
	[CORPORATE SEAL]
Attest: _____	**Attest:** _____
Title: _____	**Title:** _____
Address for giving notices:	**Address for giving notices:**
419 N Broadway	_____
PO Box 519	_____
Abilene, KS 67410-0519	_____

REAL ESTATE AGREEMENT

This Real Estate Agreement (the "Agreement") is made effective this 14th day of June, 2021 (the "Effective Date"), by and between the City of Abilene, Kansas, a Kansas municipal corporation (the "City") and Warren Wilson Hay, Inc., a Kansas corporation ("Wilson"). The City and Wilson are collectively referred to as the "Parties" and each, individually, as a "Party."

RECITALS

A. The City is the owner of certain parcels of agricultural real estate situated in Dickinson County, Kansas, consisting of approximately 30.6 total acres, as legally described and depicted on Exhibit A attached hereto (the "City Property").

B. Wilson is the owner of an approximately 4.0-acre parcel of real estate situated in the Dickinson County, Kansas, which is legally described on Exhibit B attached hereto (the "Wilson Property").

C. Subject to the terms and conditions of this Agreement, the City desires to purchase and acquire the Wilson Property from Wilson, and a related utility easement over and across Wilson's adjacent property, for purposes of developing and constructing a water well site in connection with the City's operation of a municipal water utility service.

D. In consideration of Wilson's agreement to sell and convey the Wilson Property and a related utility easement to the City, the City desires to convey and transfer the City Property to Wilson, and to amend and restate the Parties' existing Farm Lease Agreement, dated September 1, 2012, all in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated as though more fully set forth herein.

2. Conveyances by Wilson to City.

2.1 **Wilson Property**. Wilson agrees to convey to the City fee simple title to the Wilson Property, by a good and sufficient warranty deed, free and clear of all liens, charges, and encumbrances whatsoever except as otherwise permitted by this Agreement.

2.2 **Utility Easement**. Wilson agrees to grant and convey to the City a 20-foot water line and related utility easement in, on, over, under, and through Wilson's adjacent property, within the area depicted and legally described in Exhibit C attached hereto, for purposes of accessing, locating, constructing, excavating, and maintaining poles, wires, conduit, pipeline, and other facilities necessary in conducting, transmitting, and distributing water, electricity, gas, electronic communications, and other utility facilities by the City.

3. Conveyances and Covenants by the City.

3.1 **City Property**. The City agrees to convey to Wilson fee simple title to the City Property, by a good and sufficient warranty deed, free and clear of all liens, charges, and encumbrances whatsoever except as otherwise permitted by this Agreement; provided, however, that the City's conveyance of the City Property shall be subject to a retained permanent access and maintenance easement in favor of the City, its agents, representatives, and contractors, for the purposes accessing and performing routine or periodic inspections, maintenance, or repairs associated with the Mud Creek flood levies, spoil bank levies, and drainage structures.

3.2 **Amended and Restated Farm Lease.** The City agrees to amend and restate Wilson's existing Farm Lease Agreement with the City, in relation to Wilson's lease of approximately one hundred twenty-seven (127) acres of land in Dickinson County, Kansas, for farming purposes. The amended and restated Farm Lease Agreement to be entered into between the City and Wilson shall be in a form substantially similar to the form attached hereto as Exhibit D.

4. Escrow Agent; Title Insurance.

4.1 First American Title Insurance Company, 315 Broadway, Abilene, Kansas, is designated as the Escrow Agent of the parties and shall hold this Agreement, the deed, the title insurance policies, and all instruments required under this Agreement pending the complete fulfillment of this Agreement. The Escrow Agent shall receive and disburse all amounts to be paid under this Agreement, if any.

4.2 As soon as reasonably possible after the Effective Date of this Agreement, the City will procure a commitment for an owner's title insurance policy (each, a "Commitment") with respect to the City Property and the Wilson Property. The Parties agree to use commercially reasonable efforts to cause a policy to be issued in the amount of $30,000.00 for each of the City Property and the Wilson Property. Each Commitment shall insure title subject only to liens, encumbrances, exceptions, or qualifications set forth in this Agreement, and those which shall be discharged at or before Closing. Each Party shall have ten (10) days after receipt to examine the Commitment applicable to the property such Party will be conveyed hereunder, and to notify the other Party in writing of any requirements to make the title marketable. If defects precluding marketability are not removed by Closing, the Party objecting to marketability may either accept title or cancel this Agreement, or extend the Closing Date for a reasonable time to enable title to be made marketable. Each Party shall diligently attempt before Closing to correct any defects to marketability of which the other Party has given written notice of, and shall file and pursue any legal proceedings reasonably necessary to correct such defects. In case of dispute between the parties as to marketability of title, the Title Standards adopted from time to time by the Bar Association of the State of Kansas, and the Kansas Marketable Title Act, as amended, shall control. All costs of recording any corrective instruments with respect to the City Property shall be paid by the City. All costs of recording any corrective instruments with respect to the Wilson Property shall be paid by Wilson.

5. Permitted Title Exceptions. Title to the respective properties shall be subject to the following exceptions: (a) easements, rights of way, and restrictions of record that each respective Party shall determine do not unreasonably interfere with such Party's intended use and enjoyment of the property to be conveyed to such Party; and (b) the printed or standard exceptions

set forth on Schedule B of the Commitment.

6. **Closing Date**. The Closing Date shall be on or before July 16, 2021, unless both parties agree in writing to delay the Closing; provided however, that if marketable title has not been furnished as of that date, then the Closing Date shall be the day following the date on which marketable title has been obtained. "Closing" means the settlement of the obligations of the Parties to each other under this Agreement, including the payment of all amounts then required to be paid, and the delivery of deeds and other instruments in proper form for recording.

7. **Possession; Growing Crops**. Possession of the Wilson Property shall be delivered from Wilson to the City on the Closing Date. Possession of the City Property shall be delivered from the City to Wilson on the Closing Date, subject to the tenant's rights until harvest of any fall seeded grain crop or August 1, 2021, whichever shall occur first.

8. **Wilson's Closing Deliveries**. At the Closing, Wilson shall:

(a) Execute and deliver a general warranty deed in recordable form, conveying the Wilson Property to the City;
(b) Execute and deliver a utility easement, in recordable form, conveying the utility easement to the City;
(c) Deliver to the title company and to the City evidence of Wilson's authority to execute the documents reasonably necessary to consummate the transactions contemplated by this Agreement; and
(d) Deliver such affidavits as may be reasonably required by the title company to permit the issuance of a title policy in accordance with this Agreement.

9. **City's Closing Deliveries**. At the Closing, the City shall:

(a) Execute and deliver a warranty deed in recordable form, conveying the City Property to Wilson;
(b) Deliver to the title company and to Wilson evidence of the City's authority to execute the documents reasonably necessary to consummate the transactions contemplated by this Agreement; and
(c) Deliver such affidavits as may be reasonably required by the title company to permit the issuance of a title policy in accordance with this Agreement.

10. **Prorations at Closing**. Wilson shall pay all taxes and assessments that accrue on the Wilson Property on or before the Closing Date, provided, however, that taxes and assessments for 2021 shall be prorated between the Parties as of the Closing Date. The City shall pay all taxes and assessments, if any, that accrue on the City Property on or before the Closing Date, provided, however, that taxes and assessments for 2021 shall be prorated between the Parties as of the Closing Date. In the event taxes and assessments for the tax year in which Closing occurs are not available on the Closing Date, then the amount will be presumed to be the same amount as that for the last preceding tax period for which the amount of taxes and assessments is known.

11. **Wilson's Costs**. Wilson will pay the following costs associated with the transaction: 1) the title insurance premium for the City Property; 2) one-half of the escrow and closing fee, if any; 3) the cost of recording the deed for the City Property; 4) the cost of obtaining an appraisal or the cost of any additional preparatory information for due diligence purposes, as

may be required by Wilson, if any; and 5) any attorneys' fees and expenses incurred by Wilson in the preparation and performance of this Agreement.

12. **City's Costs**. The City will pay the following costs associated with the transaction: 1) the title insurance premium for the Wilson Property; 2) one-half of the escrow and closing fee, if any; 3) the cost of recording the deed for the Wilson Property and the public utility easement; 4) the cost of obtaining an appraisal or the cost of any additional preparatory information for due diligence purposes, as may be required by the City, if any; and 5) any attorneys' fees and expenses incurred by the City in the preparation and performance of this Agreement.

13. **Condition of Property**. No representations or warranties have been made by either Party, or anyone in such Party's behalf, to the other Party as to the condition of the City Property or the Wilson Property (as the case may be). Each Party has had a full and complete opportunity to inspect the premises being conveyed to such Party under this Agreement, to observe its physical characteristics and existing conditions, and to have conducted such investigations and studies on such premises as it deems necessary. Each Party acknowledges and agrees that the City Property and the Wilson Property (as the case may be) is sold "As Is," and that each Party waives, from and after Closing, any all obligations to or complaints about physical characteristics and existing conditions of the Received Property or the City Property (as the case may be). This Section shall survive the transfer of title and the Closing of this Agreement.

14. **Assignment**. This Agreement and any right or interest in the Property are assignable only with the written consent of the City.

15. **Default**. A default in the performance or breach of any term, covenant, condition, or obligation contained in this Agreement, and continuance of such default or breach for a period of thirty (30) days after the non-defaulting Party has delivered to the defaulting Party a written notice specifying such default or breach and requiring it to be remedied, shall constitute an event of default under this Agreement ("Event of Default").

16. **Remedies**. Upon the occurrence of an Event of Default, the non-defaulting Party may cancel this Agreement, and/or pursue any available remedy at law or in equity (including specific performance) by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of as set forth in this Agreement, to enforce or preserve any other rights or interests of the non-defaulting Party under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the non-defaulting Party resulting from such Event(s) of Default.

17. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors and authorized assigns.

18. **Notices.** All notices given by a Party under this Agreement shall be in writing and sent by registered or certified mail to the other Party. Until notice of change is given in writing, notices shall be addressed to the parties as follows:

Wilson: Warren Wilson Hay, Inc.
Attn: Greg Wilson
888 2100 Avenue
Abilene, KS 67410

City: City of Abilene, Kansas
Attn: City Manager
P.O. Box 519
Abilene, KS 67410

19. **Time**. Time is of the essence of this Agreement. No extension will be granted unless in writing and signed by all parties to this Agreement. Any reference to a time period of less than six (6) days shall include Saturday and Sunday. Should the end of a time period fall on a legal holiday, that termination time shall extend to 5:00 p.m. of the next full business day.

20. **Amendment**. This Agreement may be amended or modified only in writing, signed by all Parties to this Agreement.

21. **Brokerage**. The Parties acknowledge and agree that no real estate broker or other person entitled to any commission or fee with respect to the transactions contemplated by this Agreement has been involved in procuring the exchange under this Agreement, and no real estate broker or other person entitled to a commission or fee with respect to the exchange of the premises described in this Agreement has been involved in negotiation or execution of this Agreement.

22. **Further Acts**. Each Party, upon the request of the other Party, agrees to perform any further acts and execute and deliver any documents which may be reasonably necessary to carry out the transactions contemplated by this Agreement.

23. **Kansas Law Applies**. This Agreement and its validity, construction and performance shall be governed by the laws of Kansas

24. **Merger Clause**. These terms are intended by the Parties as a complete, conclusive and final expression of all of the conditions of their agreement. No other promises, statements, warranties, agreements or understandings, oral or written, made prior to or at the signing of this Agreement, shall be binding unless in writing and signed by all parties and attached to this Agreement. This Agreement is the product of negotiations between the Parties, and no preference shall be applied against the drafting Party; rather, this Agreement shall be construed in accordance with its plain meaning.

25. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute together one and the same agreement.

26. **Legal and Tax Counseling**. The Parties acknowledge the opportunity to obtain legal and tax counseling to review this Agreement, and agree that each Party shall pay its respective fees for such legal and tax counseling. Wilson acknowledges and agrees that (1) neither the City nor any of their respective officials, employees, consultants, attorneys or other agents have provided to Wilson any legal advice or advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated thereby, and

(2) Wilson is relying solely upon its own tax advisors and legal counsel in this regard.

27. Prevailing Party. If any suit or action is instituted by either Party under this Agreement, including all appeals, the prevailing Party in such suit or action shall be entitled to recover reasonable attorney fees and expenses from the non-prevailing Party, in addition to any other amounts to which it may be entitled.

28. Authority and Consent to Transaction. Each Party represents to the other that the person executing this Agreement 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 each Party.

IN WITNESS WHEREOF, the Parties indicate their consent and have executed this Agreement as of the Effective Date.

WILSON:

Warren Wilson Hay, Inc.
a Kansas limited liability company

By: _____
Name: _____
Title: _____

CITY:

CITY OF ABILENE, KANSAS

By: _____
Brandon Rein, Mayor

ATTEST:

By: _____
Shayla L. Mohr, Interim City Clerk

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF CITY PROPERTY

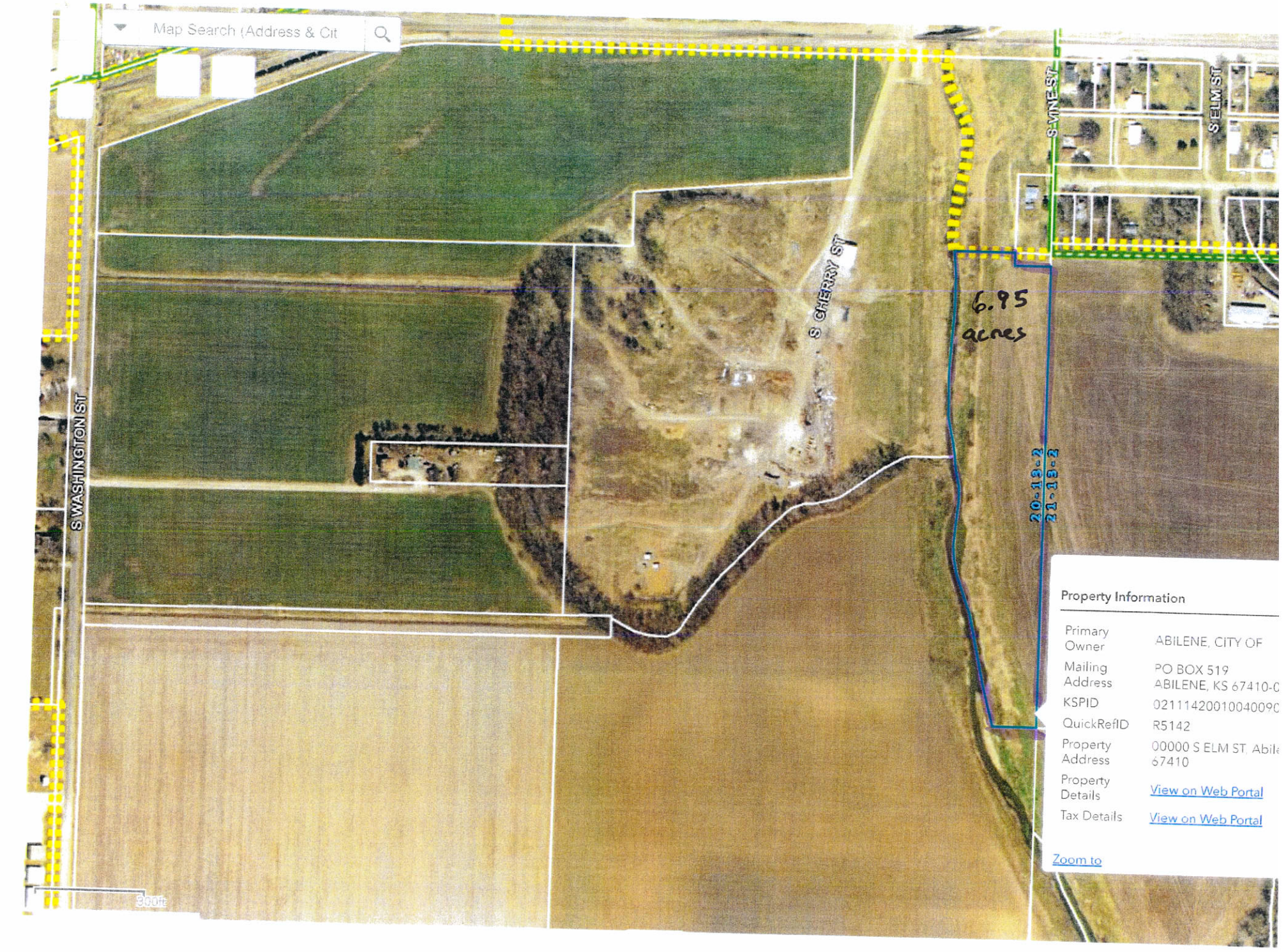
12.55 ac. m/l in the Southwest 1/4 of Section 21, Township 13 South, Range 2 East of the 6th PM, Dickinson County, Kansas.

7.0 ac. m/l in the Southwest 1/4 of Section 21, Township 13 South, Range 2 East of the 6th PM, Dickinson County, Kansas.

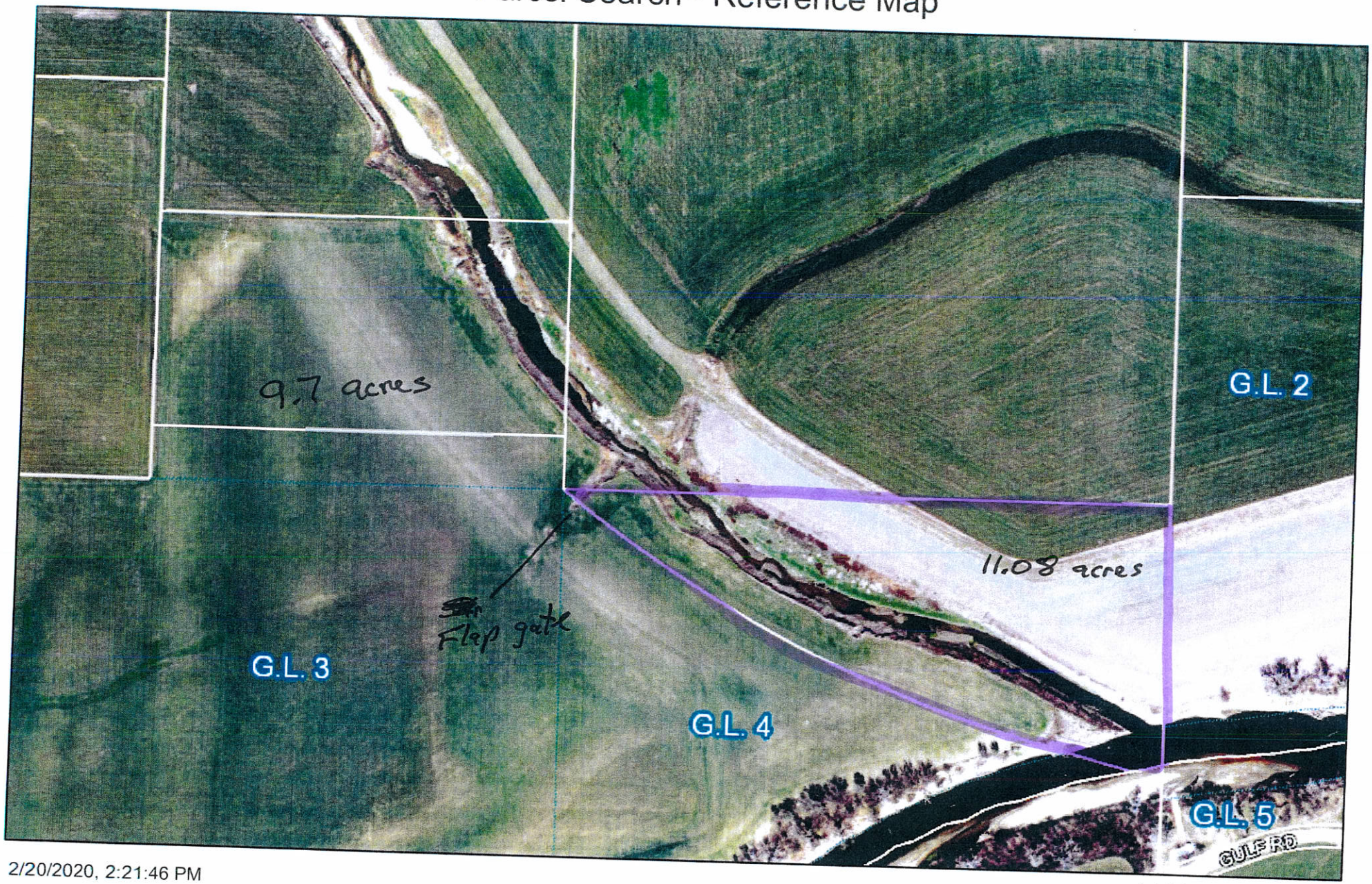
11.1 ac. m/l in the Southwest 1/4 of Section 28, Township 13 South, Range 2 East of the 6th PM, Dickinson County, Kansas.

*Surveyed legal descriptions to be obtained by the City of Abilene prior to closing.

See attached aerial depictions of the City Property.


Map Search (Address & Cit
S WASHINGTON ST
S CHERRY ST
S VINE ST
S ELM ST
6.95
acres
20-13-2
21-13-2
Property Information
Primary Owner
ABILENE, CITY OF
Mailing Address
PO BOX 519
ABILENE, KS 67410-0
KSPID
0211142001004009C
QuickRefID
R5142
Property Address
00000 S ELM ST, Abile
67410
Property Details
View on Web Portal
Tax Details
View on Web Portal
Zoom to
300ft

Parcel Search - Reference Map



2/20/2020, 2:21:46 PM

Sections
Townships
City Limits (Far)
City Limits (Mid)
City Limits (Close)
Paved Roads
Paved Roads
KDOT
Road Labels
River Lots
Cadastral Line

1:4,514

0 0.03 0.06 0.12 mi
0 0.05 0.1 0.19 km

Dickinson County, KS - GIS

Map Search (Address & Cit
city landfill
S CHERRY ST
12.46 acres
20-13-2
21-13-2
Property Information
Primary Owner
ABILENE, CITY
Mailing Address
PO BOX 519
ABILENE, KS 67
KSPID
021115210300
QuickRefID
R7192
Property Address
2100 BLK GULF
KS 67410
Property Details
View on Web Pc
Tax Details
View on Web Pc
Zoom to
300ft

EXHIBIT B

LEGAL DESCRIPTION OF WILSON PROPERTY

LEGAL DESCRIPTION - CITY PURCHASE

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 29, ALL IN TOWNSHIP 13 SOUTH, RANGE 2 EAST OF THE 6TH PRINCIPAL MERIDIAN, DICKINSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER;

THENCE ON AN ASSUMED BEARING OF S00°27'01"E ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 72.75 FEET;

THENCE S89°22'16"W A DISTANCE OF 551.73 FEET;

THENCE N00°37'44"W A DISTANCE OF 315.24 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 2100 AVENUE;

THENCE N89°22'16"E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 554.00 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE S00°08'47"E ALONG SAID EAST LINE, A DISTANCE OF 242.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 174,239 SQUARE FEET, 4.00 ACRES, MORE OR LESS.

olsson

EXHIBIT C

DEPICTION AND LEGAL DESCRIPTION OF UTILITY EASEMENT AREA

LEGAL DESCRIPTION - WATER LINE EASEMENT

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 13 SOUTH, RANGE 2 EAST OF THE 6TH PRINCIPAL MERIDIAN, DICKINSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER;
THENCE ON AN ASSUMED BEARING OF N00°08'47"W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 242.50 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 2100 AVENUE;
THENCE S89°22'16"W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 554.00 FEET;
THENCE S00°37'44"E A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING S00°37'44"E A DISTANCE OF 20.00 FEET;
THENCE S89°22'16"W ALONG A LINE BEING 37.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF 2100 AVENUE, A DISTANCE OF 2095.96 FEET TO A POINT ON THE EAST LINE OF AN EXISTING COUNTY ROAD EASEMENT (EAST WASHINGTON STREET);
THENCE N00°25'19"W ALONG THE EAST LINE OF SAID COUNTY ROAD EASEMENT, A DISTANCE OF 20.00 FEET;
THENCE N89°22'16"E ALONG A LINE BEING 17.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF 2100 AVENUE, A DISTANCE OF 2095.88 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED TRACT CONTAINS 41,918 SQUARE FEET, 0.96 ACRES, MORE OR LESS.

GREGORY CHAD WEBER
LICENSED
1417
KANSAS
LAND SURVEYOR

olsson

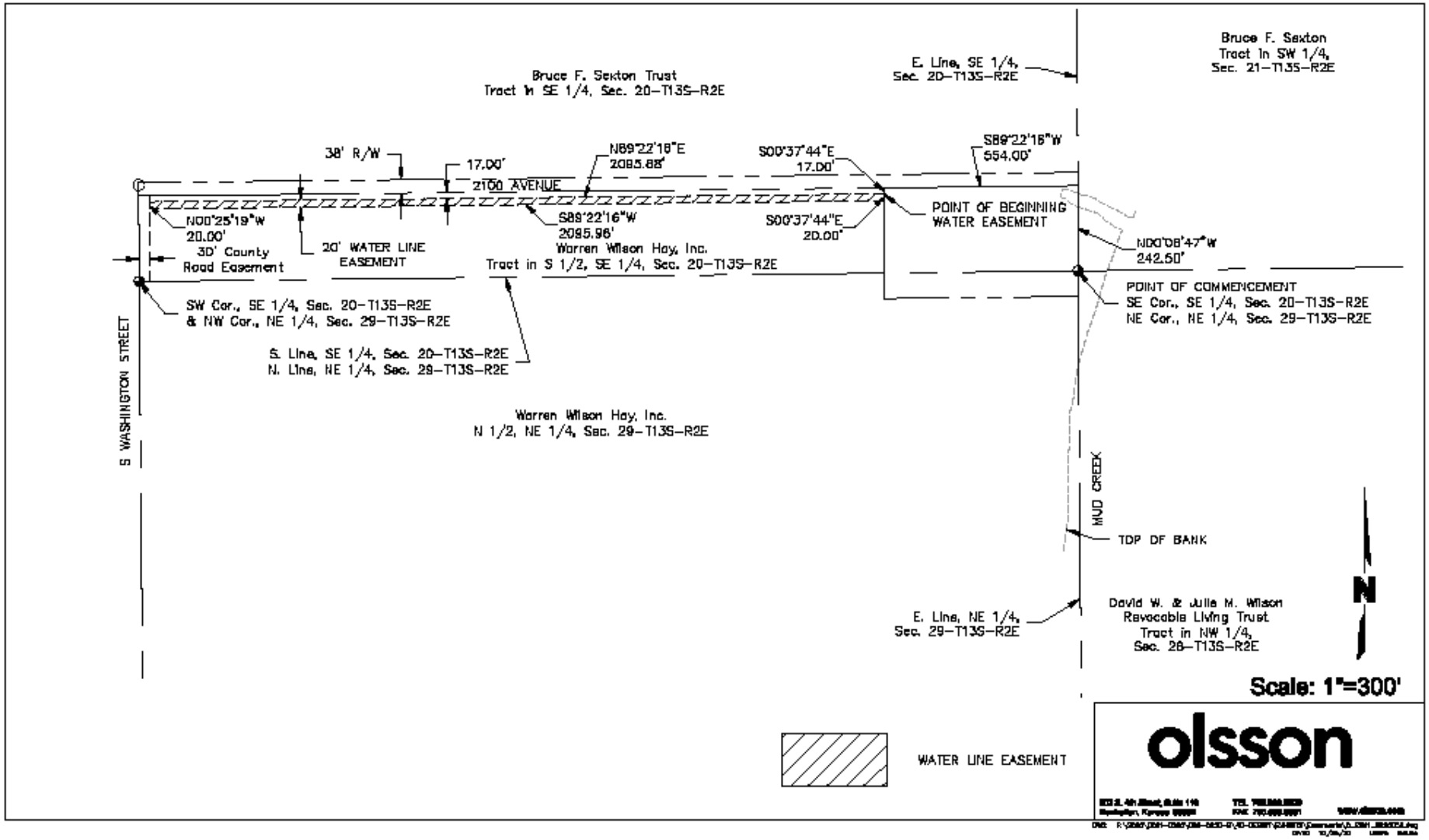

Bruce F. Sexton Trust
Tract in SE 1/4, Sec. 20–T13S–R2E
E. Line, SE 1/4,
Sec. 20–T13S–R2E
Bruce F. Sexton
Tract in SW 1/4,
Sec. 21–T13S–R2E
38' R/W
17.00'
2100 AVENUE
N89°22'16"E
2085.88'
S00°37'44"E
17.00'
S89°22'16"W
554.00'
POINT OF BEGINNING
WATER EASEMENT
N00°25'19"W
20.00'
30' County
Road Easement
20' WATER LINE
EASEMENT
S89°22'16"W
2085.96'
Warren Wilson Hay, Inc.
Tract in S 1/2, SE 1/4, Sec. 20–T13S–R2E
S00°37'44"E
20.00'
N00°08'47"W
242.50'
POINT OF COMMENCEMENT
SE Cor., SE 1/4, Sec. 20–T13S–R2E
NE Cor., NE 1/4, Sec. 29–T13S–R2E
SW Cor., SE 1/4, Sec. 20–T13S–R2E
& NW Cor., NE 1/4, Sec. 29–T13S–R2E
S. Line, SE 1/4, Sec. 20–T13S–R2E
N. Line, NE 1/4, Sec. 29–T13S–R2E
S WASHINGTON STREET
Warren Wilson Hay, Inc.
N 1/2, NE 1/4, Sec. 29–T13S–R2E
MUD CREEK
TOP OF BANK
E. Line, NE 1/4,
Sec. 29–T13S–R2E
David W. & Julie M. Wilson
Revocable Living Trust
Tract in NW 1/4,
Sec. 28–T13S–R2E
N
Scale: 1"=300'
WATER LINE EASEMENT
olsson

EXHIBIT D

FORM OF AMENDED AND RESTATED FARM LEASE

FARM LEASE AGREEMENT

This Farm Lease Agreement ("Lease") is made and entered into this 14th day of June, 2021 ("Effective Date"), by and between the City of Abilene, Kansas, a Kansas municipal corporation ("City") and Warren Wilson Hay, Inc., a Kansas corporation ("Tenant").

In consideration of the payments to be made and the mutual promises stated below, the parties agree as follows:

1. Leasehold Estate; Termination of Existing Lease. The City, in consideration of the rents, covenants, and agreements of Tenant stated in this Lease does hereby grant, lease, and rent to Tenant the tracts of real estate located adjacent to the Abilene Municipal Airport, in Dickinson County, Kansas, consisting of approximately one hundred twenty-seven (127) acres, as depicted in the attached Exhibit A, which is incorporated herein by reference, which shall be referred to in this Lease as the "Leased Property." The parties acknowledge and agree that this Lease shall supersede and replace the parties' existing Farm Lease Agreement, dated September 1, 2012, and any other outstanding lease agreements between the parties ("Existing Agreements"). By the parties' execution of this Lease, the Existing Agreements are terminated in their entirety, and shall be of no further force or effect, and neither party shall have any further obligations to the other pursuant to the Existing Agreement, other than obligations existing as of the date hereof.

2. Term of Lease. This Lease shall be for a term (the "Term") that commences upon the Effective Date and shall continue until the earlier of:

(a) Termination of the Lease by Tenant, at any time, after no less than 60 days' advance written notice from Tenant to the City of Tenant's election to terminate the Lease, without cause;

(b) Termination of the Lease by the City, following an event of default and Tenant's failure to cure the event of default after 30 days' advance written notice to do so from the City to Tenant, pursuant to Section 6;

(c) Termination of the Lease by the City, following 60 days' advance written notification to Tenant that the City has permanently stopped producing water from the municipal water well site situated on approximately 4.00 acres of land to the east of the Leased Property, which site was acquired by the City from Tenant on the Effective Date of this Lease; or

(d) Termination of the Lease by the City, following 60 days' advance written notification to Tenant that all or any portion of the Leased Property is required for a project involving the expansion or reconstruction of the Abilene Municipal Airport in a manner that conflicts with this Lease.

In the event of a termination pursuant to subsections (c) or (d) above, the City shall compensate Tenant for any crops that are growing on the date this Lease terminates. The parties understand and agree that Tenant shall not be entitled to any additional compensation in connection with a

termination pursuant to this Section. Tenant acknowledges that it is not entitled to relocation assistance or any other compensation or benefits under the Uniform Relocation Assistance Act or any other applicable provision of law upon termination pursuant to this Section.

3. Rent. Tenant shall pay cash rent to the City in the initial amount of $70.00 per acre, for the 127 acres of Leased Property, for a total annual Rent payment of $8,890.00. One-half of the Rent shall be due on July 1 and one-half shall be due on December 1 of each year during the Term, commencing with the Rent payments due on July 1, 2021 and December 1, 2021. The parties agree to renegotiate the Rent amount to be effective as of the commencement date of each five (5) year anniversary of the Effective Date during the Term. The parties acknowledge and agree that each renegotiated Rent amount shall reflect the then-current market rental rates for comparable agricultural properties in Dickinson County, Kansas and surrounding counties. If, prior to any five (5) year anniversary of the Effective Date, the parties are unable to agree on the adjusted Rent to be paid prior to the succeeding five (5) years, then Tenant shall pay Rent in an amount equal to one hundred ten percent (110%) of the Rent amount paid during each of the immediately preceding five (5) years, until such time as an adjusted Rent amount is agreed upon by the parties pursuant to this Section.

4. City's Reserved Rights. The City reserves an aviation easement for the use and benefit of the public, for the unobstructed and unrestricted flight of aircraft in, through, and across the air space above the Leased Property at any altitude or height above the surface of the land. In addition, the City shall have a right of entry upon the Leased Property for the purpose of removing and preventing the construction or reception of any building, structures, or facilities, and the growth of any trees or other objects upon the land, other than those herein expressly reserved to Tenant.

5. Tenant's Duties. Tenant shall have the following duties under the Term of this Lease:

(a) Airport Restrictions. Because the Leased Property is situated adjacent to the City's municipal airport, Tenant agrees to, at all times, conform Tenant's farming activities to all rules, regulations, and safety measures required by the Federal Aviation Administration, the State of Kansas, and the City of Abilene, Kansas. This Lease shall be subordinate, in its entirety, to any agreements now or hereafter made between the City, as operator or owner of the airport, and the Federal Aviation Administration, or any other agency or instrumentality of the United States or the State of Kansas. Tenant expressly releases and agrees to hold harmless the City from and against any and all liability for any damage incurred by Tenant, its agents or employees, or any crops, as a result of the use of the Leased Property as a municipal airport.

(b) Care and Use of Leased Property. Tenant covenants to farm and care for the Leased Property in a good and workmanlike manner, and in accordance with good farming and soil conservation practices; keep in good repair all terraces, open ditches, preserve all established watercourses or ditches including grassed waterways, and refrain from any operation or practice that will injure such structures.

(c) Planting Restrictions. Tenant shall be restricted to planting and raising low-growing varieties of crops in the critical areas between the runways and the runway ends. Attached hereto is a map showing the Abilene Municipal Airport layout and location marked Exhibit B, which is incorporated herein by reference, showing the location of the following described areas that shall be kept free from all crops:

(i) Two hundred feet (200') on either side of the centerline of Runway 17-35;

(ii) Four hundred feet (400') from all runway ends;

(iii) Sixty-six feet (66') on either side of the centerline of the taxiway; and

(iv) Thirty-two feet (32') from all apron edges.

(d) KSU Parachute Club. Tenant agrees to allow access to the Kansas State University Parachute Club on approximately seven (7) acres located in an area shown in Exhibit B as "Club Drop Zone." Tenant may plant crops within the area designated as the Club Drop Zone, except that neither the City nor the Kansas State University Parachute Club shall be liable for any damage to any crops resulting from normal club operations.

(e) No Assembly. Tenant agrees not to use or allow the Leased Property to be used by any assembly of persons or in such a manner as might attract or bring together an assembly of persons thereon.

(f) Operating Costs. Tenant shall pay all operating costs related to the farming of the Leased Property, including without limitation, seed, fertilizer, top dressing, weed killer, and fuel.

(g) No Improvements. Tenant shall not erect or place, or permit to be erected or placed, on the Leased Property any structure, building, or object.

(h) No Livestock. Tenant shall not at any time permit any livestock to be grazed upon any portion of the Leased Property.

(i) No Sub-Lease or Assignment. Tenant shall not, without the prior written consent of City, have the right to sublet the Leased Property or any part thereof, or to assign this Lease, in whole or in part.

(j) No Hunting. Tenant shall not permit any hunting on the Leased Property.

6. Default; Right to Re-enter Leased Property and Surrender of Possession. If Tenant fails to perform any provision of this Lease within thirty (30) days after receipt of written notice from the City to cure such default, the City shall have the right to pursue any remedy at law or in equity available to the City under the laws of the State of Kansas. The parties agree that upon termination of this Lease, Tenant shall surrender possession of the Leased Property to the City.

7. Liens and Taxes. When the Leased Property is in Tenant's possession, Tenant shall keep it free and clear of all levies, liens, and encumbrances, other than those being contested which do not adversely threaten the City's title to the Leased Property. The City shall pay when due all fees, assessments, charges, and taxes of any kind that may now or hereafter be imposed upon ownership, leasing, or renting of the Leased Property.

8. City's Payment. If the City fails to pay such fees, assessments, charges, and taxes, as set forth herein, Tenant shall have the right, but shall not be obligated, to pay such fees, assessments, charges, and taxes, as the case may be. In that event, the City shall reimburse the Tenant for its expenses within 30 days after receiving notice of such payment from Tenant.

9. Indemnification. Tenant shall hold harmless and indemnify the City against all liability, loss, damage, expense, and judgment, including attorneys' fees so incurred, relating to Tenant's use of the Leased Property, including but not limited to any damage, neglect, or misadventure arising from or in any way growing out of the use, misuse, or abuse of the Leased Property, or any failure of Tenant to comply with the terms of this Lease. Each party agrees that it shall give the other prompt notice of the assertion of any such claim or the institution of any such action, suit, or proceeding.

10. Default by City. If the City remains in default of this Lease in any way 30 days after receipt of written notice thereof from Tenant to cure such default, the Tenant shall have the right to pursue any remedy at law or in equity available to it under the laws of the State of Kansas.

11. Expenses by City or Tenant. If either party is in default of this Lease, the defaulting party shall pay all costs and expenses, including reasonable attorneys' fees, incurred by the non-defaulting party in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions of this Lease.

12. Ownership. The City holds fee simple title to the Leased Property. The Leased Property shall be bound by this Lease for the Term of this Lease, and any sale, gift, or transfer of the Leased Property, or any part thereof, shall be subject to this Lease.

13. Government and Agricultural Programs. The City agrees to cooperate with the Tenant in abiding by all terms and conditions of any governmental or agricultural programs which are now in effect or may be applicable during the Term of this Lease. The parties shall together determine which, if any, government programs in which to participate. Government payments shall, however, be distributed, in whole, to the Tenant.

14. No Partnership. The parties understand and agree that this Lease shall not be deemed to be, nor intended to give rise to, a partnership relationship between them.

15. Merger Clause. The parties intend these terms to be 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. Any amendment

to this Lease, including an oral modification supported by new consideration, must be reduced to writing and signed by both parties before it will be effective.

16. Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns and may be executed in any number of counterparts, each of which shall be deemed an original, or in multiple originals, and all such counterparts or originals shall constitute one agreement.

17. Severability and Waiver. No waiver by either party of any default hereunder shall operate as a waiver of any other default. If a court of competent jurisdiction determines any provision of this Agreement to be contrary to law, the remaining provisions of this Lease shall remain in full force and effect.

18. Notice. Service of all notices under this Lease shall be sufficient if mailed by certified mail, return receipt requested, to the party involved at its official mailing, or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed, and with postage prepaid.

19. Governing Law. This Agreement shall be governed by the laws of the State of Kansas. This Lease shall be interpreted according to its fair meaning, and not in favor of or against any party.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year herein stated.

TENANT:

Warren Wilson Hay, Inc.
a Kansas limited liability company

By: _____
Name: _____
Title: _____

CITY:

CITY OF ABILENE, KANSAS

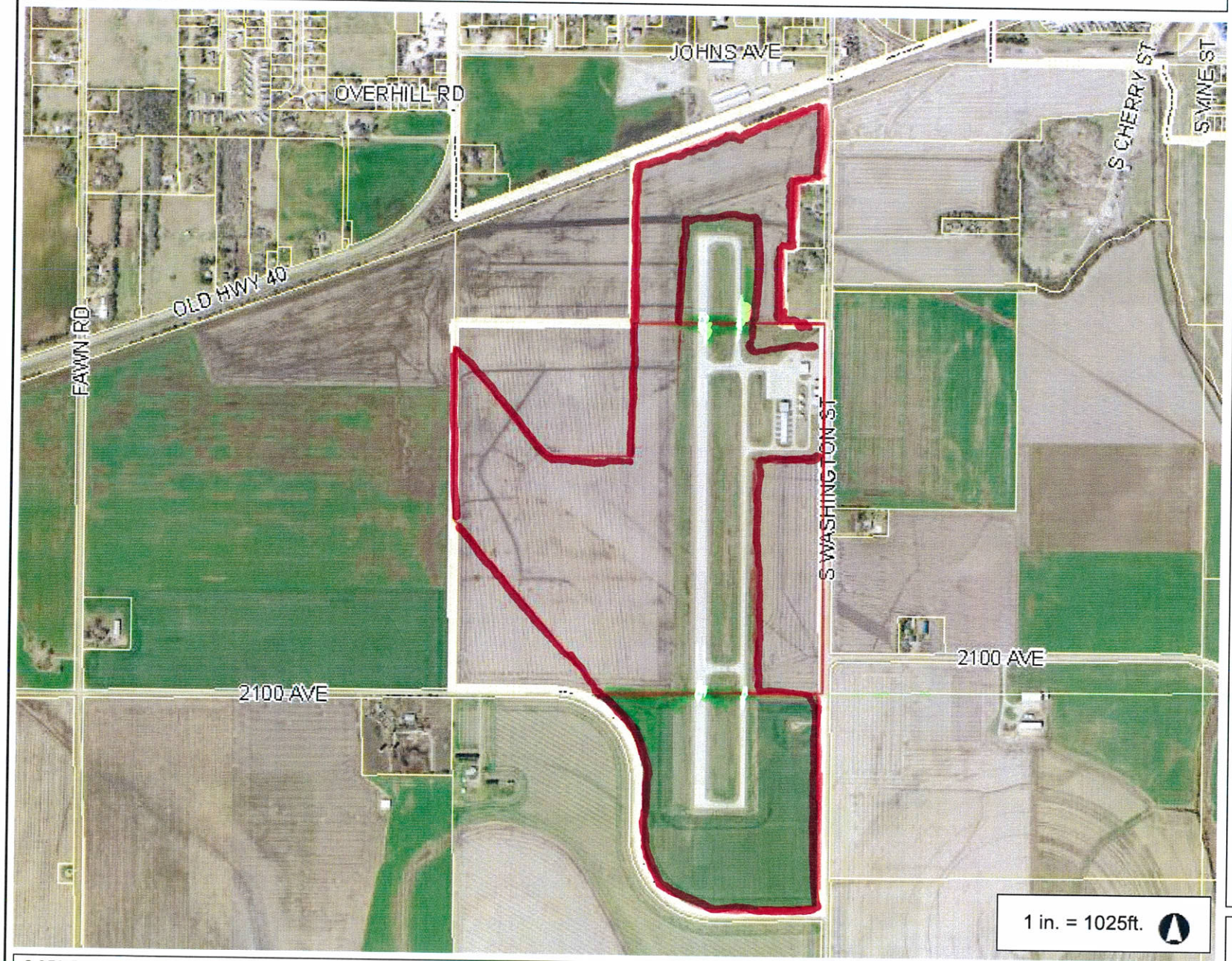
By: _____
Brandon Rein, Mayor

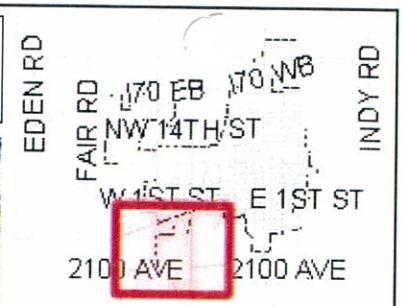
ATTEST:

By: _____
Shayla L. Mohr, Interim City Clerk

EXHIBIT A
Depiction of Leased Property

Abilene, KS





Legend

- Parcel
- Roads
- Corporate Limit

801 S. Washington

ok

Airport

1 in. = 1025ft.

2,050.5 0 1,025.24 2,050.5 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

PIN 1142003001001000 Acreage
~~123.3823~~ KSPID
0211142003001001000
PropID 0 QuickRefID R5215

EXHIBIT B
Depiction of Restricted Areas

LEGEND	
	AVIATION USE
	AGRICULTURAL USE
	AGRICULTURAL USE*
	COMMERCIAL AND INDUSTRIAL
	RESIDENTIAL
RPZ	RUNWAY PROTECTION ZONE
RVZ	RUNWAY VISIBILITY ZONE
BRL	BUILDING RESTRICTION LINE
XPL	EXISTING PROPERTY LINE
XESMT	EXISTING EASEMENT
	CROP RESTRICTION LINE

* AERONAUTICAL LAND WITHIN AIRPORT PROPERTY USED FOR REVENUE GENERATION

AGRICULTURAL MINIMUM DISTANCE FROM RUNWAY, TAXIWAY, AND APRON AREAS					
RUNWAY	RUNWAY AIRPORT REFERENCE CODE (ARC)	RUNWAY APPROACH PROCEDURES	RUNWAY		TAXIWAY
			DISTANCE IN FEET FROM RUNWAY CENTERLINE TO CROP	DISTANCE IN FEET FROM RUNWAY END TO CROP	DISTANCE IN FEET FROM CENTERLINE OF TAXIWAY TO CROP
PRIMARY 17/35	B-I	NP >3/4 MILE	200	300	45

N

MAGNETIC DECLINATION N3°
CHANGES 0°5'W PER Y

DRAWING IS AT INTENDED SCA
WHEN BAR BELOW MEASURES

0 300
HORIZONTAL SCALE: 1":

2100 AVE

AWOS PROTECTION SURFACE

WASHINGTON STREET

RUNWAY 17-35

OFA-OFZ

RPZ

BRL

XPL

XESMT

NW 2ND STREET

SW JOHNS AVE

UNION PACIFIC RAILROAD

2100 AVE

AIRPORT LAND USE (EXISTING)

Scale: 1" = 300' (Full Size)

ABILENE
KANSAS

CITY OF ABILENE
Item for City Commission Agenda

Meeting Date: 06/07/21

Originating Department	Prepared By:	Approved For Agenda By: *(Office Use Only)*
Police	Chief Hatter	

AGENDA ITEM HEADING:

2021 Police Facilities Remodel

BACKGROUND:

Current Abilene Police Department (APD) facilities on the first floor of Abilene City Hall do not meet the needs of the department. Space was identified on the second floor of the building that could be remodeled to provide more space and improve the efficiency of APD operations.

Bruce McMillan Architects was selected and approved by the City Commission to conduct a feasibility study regarding relocation and prepare an estimate of probable cost for the project.

In February 2021, City Commissioners authorized Bruce McMillan Architects to obtain bids from vendors to further determine estimated cost to complete the project. Bids were received from five general building contractors. The apparent low bid, including base and alternatives total, was submitted by Riley Construction Co. of Wamego, Kansas, totaling $411,065.00 with a proposed construction time of 120 calendar days.

Bruce McMillan Architects recommends this project be awarded to Riley Construction Co. of Wamego, Kansas, for $411,065.00 for a construction period of 120 calendar days.

This project also qualifies for historic tax credits. City staff estimates they would receive around $80,000-$90,000 depending on the negotiated rate of the tax credits sold. This would be deposited back into Capital Improvement Fund for future facility needs.

FISCAL NOTE:

2021 Budget Authority for Capital Improvement Fund is $437,000.
Project Cost: $411,065
Estimated Tax Credit: $87,350
Total cost less tax credits: $323,715
Estimated end of year CIP Fund Balance: $112,475

COMMISSION ACTION:

Approval of the bid received from Riley Construction, Co. in the amount of $411,065.00.

BRUCE McMILLAN AIA ARCHITECTS, P.A.
555 Poyntz Avenue | Suite 295
Manhattan, KS 66502
(P) 785.776.1011

332 West 7th Street | Suite A
Junction City, KS 66441
(P) 785.238.5678

June 3, 2021

Members of City Commission
City Hall
419 North Broadway
Abilene, Kansas 67410

Project: Abilene Police Department

Project No. 20.04J

Members of the Commission:

Bids from general building contractors listed on the attached tabulation sheet were received at 3:00 PM on Wednesday, June 2, 2021, for improvements to City Hall for the Abilene Police Department. Of seven firms requesting plans and specifications, five submitted bids.

The apparent low bid, base and alternates total, was submitted by Riley Construction Co. of Wamego, Kansas, totaling $411,065.00 with a proposed construction time of 120 calendar days. Confirmation has been made with Riley Construction that it will support its bid and a list of proposed major subcontractors has been provided. Within the total bid are electrical modifications and upgrades of $94,870.00, and heating/air conditioning upgrades of $68,700.00. All documents required at bid time were included.

Therefore, this letter will serve as a recommendation to award this project to Riley Construction Co. of Wamego, Kansas, for $411,065.00 to include the base bid and alternates 1,2,3 and 4 for a construction period of 120 days.

Thank you for the opportunity to provide this information and I will be available on June 7th and 14th to address questions that may arise.

Thank you for your support of this project.

Sincerely,

Bruce McMillan, AIA
BEM/km

BRUCE MCMILLAN AIA, ARCHITECTS, P.A.
555 POYNTZ AVENUE STE. 295 MANHATTAN, KS 66502 (785) 776-1011 (FAX)(785) 776-9785
332 WEST 7TH STREET, STE. A JUNCTION CITY, KS. 66441 (785) 238-5678 (FAX)(785) 238-5767

BRUCE McMILLAN AIA
ARCHITECTS, P.A.

Abilene Police Department / 20.04J

BID TABULATION FORM

Bid Date: June 2nd, 2021

Contractor	Bond Y	Base Bid	Alternate No. 1 Floor Squeak	Alternate No. 2 Carpet Tiles	Alternate No. 3 Armory	Alternate No. 4 Ceiling Fans	Bid Total	# Days	Addenda Received # Issued	
Conco Construction	X	$474,000.00	$600.00	$5,500.00	$2,700.00	$4,200.00	$487,000.00	100	4	
Farha Construction										
Lancaster Construction										
Law Company	X	$531,000.00	$710.00	$5,300.00	$3,600.00	$4,300.00	$544,910.00	164	3	
Loyd Builders, Inc.	X	$472,800.00	$10,300.00	$3,500.00	$3,300.00	$5,200.00	$495,100.00	126	4	
Riley Construction	X	$397,750.00	$1,975.00	$3,850.00	$3,140.00	$4,350.00	$411,065.00	120	4	
Trinium, Inc.	X	$459,500.00	$3,500.00	$5,400.00	$3,000.00	$4,200.00	$475,600.00	140	4	
Architect's Estimate		$474,500.00								

City of Abilene
CAPITAL IMPROVEMENT PROJECT DESCRIPTION

PROJECT SECTION:
PROJECT CATEGORY:

PROJECT NUMBER & TITLE:	4	City Building Remodel

PROJECT DESCRIPTION	PROJECT LOCATION
Move Police Department to the second floor and relocate inspection, planning and zoning to first floor.	City Hall 419 N. Broadway

PROJECT JUSTIFICATION
This facility has been neglected for more than fifteen years. A new focus on improving this facility will promote a positive work environment with employee safety as our number one priority. A better work environment breeds productivity. This building has great bones with very little exterior damage over the last fifty years. This project will be done in phases beginning in 2021.

FUNDING SOURCE	Capital Improvement-Facility Fund
TOTAL PROJECT COST	$350,000

City of Abilene 2021

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget **Capital Improvement**	Prior Year Actual for 2019	Current Year Estimate for 2020	Proposed Budget Year for 2021
Unencumbered Cash Balance Jan 1	465,916	367,345	370,589
Receipts:			
Ad Valorem Tax	396	24,900	xxxxxxxxxxxxxxxxx
Delinquent Tax	856	400	
Motor Vehicle Tax	10,575	2,877	2,277
Recreational Vehicle Tax		54	38
16/20M Vehicle Tax			8
Commercial Vehicle Tax			72
Watercraft Tax			11
Neighborhood Revitalization Rebate			0
Miscellaneous	77	13	
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**11,904**	**28,244**	**2,406**
Resources Available:	**477,820**	**395,589**	**372,995**
Expenditures:			
Capital Outlay	110,475	25,000	0
2021 CIP City Building			350,000
Facility Reserve			75,000
Cash Forward (2021 column)			12,000
Miscellaneous			
Does miscellaneous exceed 10% Total Ex			
Total Expenditures	**110,475**	**25,000**	**437,000**
Unencumbered Cash Balance Dec 31	367,345	370,589	xxxxxxxxxxxxxxxxx
2019/2020/2021 Budget Authority Amoun	459,969	442,993	437,000
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	437,000
		Tax Required	64,005
	Delinquent Comp Rate:	0.0%	0
		Amount of 2020 Ad Valorem Tax	64,005

Adopted Budget **0**	Prior Year Actual for 2019	Current Year Estimate for 2020	Proposed Budget Year for 2021
Unencumbered Cash Balance Jan 1		0	0
Receipts:			
Ad Valorem Tax		0	xxxxxxxxxxxxxxxxx
Delinquent Tax			
Motor Vehicle Tax			
Recreational Vehicle Tax			
16/20M Vehicle Tax			
Commercial Vehicle Tax			
Watercraft Tax			
Interest on Idle Funds			
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	**0**	**0**	**0**
Resources Available:	**0**	**0**	**0**
Expenditures:			
Cash Forward (2021 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Ex			
Total Expenditures	**0**	**0**	**0**
Unencumbered Cash Balance Dec 31	0	0	xxxxxxxxxxxxxxxxx
2019/2020/2021 Budget Authority Amoun	0	0	0
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	0
		Tax Required	0
	Delinquent Comp Rate:	0.0%	0
		Amount of 2020 Ad Valorem Tax	0

CPA Summary

BRUCE McMILLAN AIA ARCHITECTS, P.A.

555 Poyntz Avenue | Suite 295
Manhattan, KS 66502
(P) 785.776.1011

332 West 7th Street | Suite A
Junction City, KS 66441
(P) 785.238.5678

FEASIBILITY STUDY FOR THE
ABILENE POLICE DEPARTMENT
ABILENE, KANSAS 67410

SERVING OUR CLIENTS AND THE PROFESSION SINCE 1983

-1-

SYNOPSIS STATEMENT

BRUCE McMILLAN AIA ARCHITECTS, P.A.

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Project: 20.04J Feasibility Study for the Abilene Police Department

Synopsis Statement

During December 2020 and January 2021, Bruce McMillan and Garric Baker with Bruce McMillan AIA Architects, P.A. of Junction City, Kansas, met with Chief of Police Anna Hatter, Assistant Chief of Police Jason Wilkins, and City Manager Jane Foltz to discuss possible renovations to accommodate the growing Abilene Police Department. The proposed renovations would occur on the second floor of City Hall located at 419 North Broadway. As the building has an elevator, ramp, and ADA accessible restroom, further ADA components were not addressed in this study.

The police department currently resides on the first floor in City Hall, a portion of the Fire Department area, and it has utilized available space by expanding into the unused auditorium as well. However, the needs of the department moving forward will see new technology, a need for expanded space, allocated office space, dedicated workstations, an interview room, as well as a functional layout specific to the Department. Therefore, the Department anticipates moving to the second floor where an open layout can accommodate the needs more suitably than the existing configuration.

The proposed project at the second floor would see the existing landing at the current courtroom receive updates to include finishes, a window for visual security access for the receptionists, and new furnishings. Upgrades within the reception area would entail new finishes, a security door, and bullet-resistant counter and transaction windows. New finishes, modified desk, and storage layouts are provided for the service center to conduct business in a safe manner.

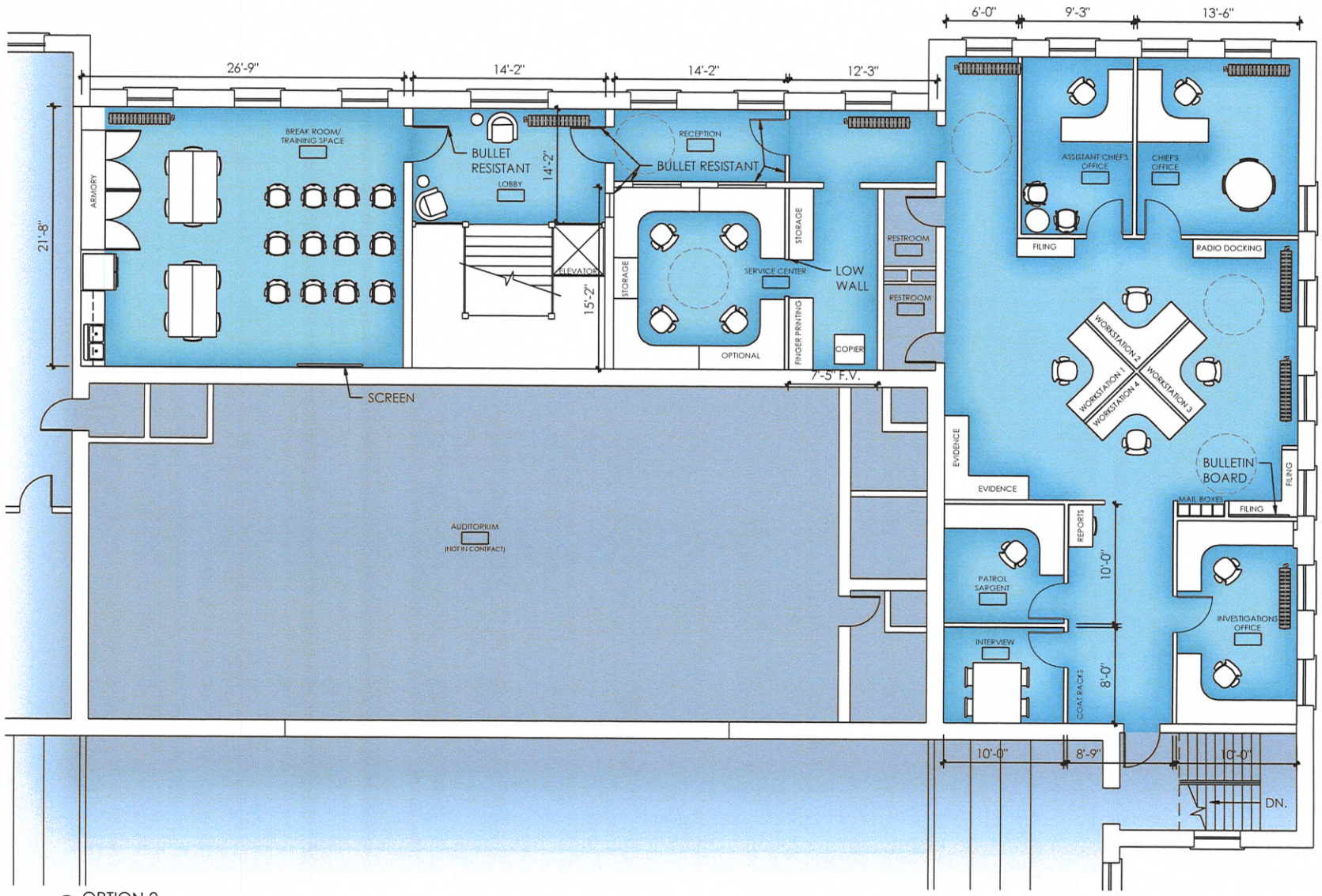
In the north wing of the second floor, the Chief and Assistant Chief of Police will be outfitted with private offices with direct access to the 'bullpen,' allowing for improved communication with officers. The bullpen will include four workstations, radio docking station, filing and storage space, mailboxes, and a dedicated evidence work area. Additionally, this space will include a reporting desk where on-duty officers may sit and write their daily reports at the end of their shifts. The Patrol Sergeant will have a private office. Two investigators will work in a joint office in the northeast corner of the existing space. An interview room is located nearest the rear exit and exit stair. This location is dedicated for confidential informants, suspects, or individuals being interviewed so they can be escorted into the building, up the stairs, and directly into the interview room in a discrete manner.

Improvements to the existing courtroom include removal of flooring, finishes, court furniture and equipment. New finishes include installation of an armory, break room furnishings with coffee bar, refrigerator, and tables/chairs. Additionally, the space can be arranged in a classroom style layout for training sessions.

For visual reference, please see the schematic plans provided within the designated tab. Where decisions and guidance were received, please review the meeting minutes to follow the decision-making process.

Following the schematic design process, estimates of probable cost have been generated for consideration by the Police Department and City Commission. This information is provided in estimated 2021 dollars and represent the best information available at this time. These estimates do not represent a bid or bids that may be received from general contractors that may choose to bid the project in an open bid format and may vary from this information. We thank you for the opportunity to be of service to the City of Abilene and the Police Department. Should the City wish to proceed with the project it is anticipated documents and bidding can occur mid 2021 with construction possibly completed late 2021. Please do not hesitate to contact our office as questions arise.

-2-
DRAWINGS



N

1 OPTION 2

SCALE: 1/8" = 1'-0"

BRUCE McMILLAN AIA
ARCHITECTS, P.A.

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CONCEPT DESIGN
NOT FOR
CONSTRUCTION

ABILENE POLICE DEPARTMENT

419 NORTH BROADWAY
ABILENE, KANSAS 67410

SET NUMBER:

DATE: FEBRUARY 11, 2021

FILE NAME: 20-041 ABILENE POLICE DEPARTMENT | DRAWN BY: GR

PROJECT NUMBER: 20-041

PROPOSED FLOOR PLANS

A1

-3-

ESTIMATE OF PROBABLE COST

BRUCE McMILLAN AIA ARCHITECTS, P.A.

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Abilene Police Department
Project No. 20.04J

February 11, 2021

Base Project Scope of Work		Totals
1) Contractor General Conditions/Mobilization/Bond & Insurance	$	22,500.00
2) Demolition/Removal	$	5,000.00
3) Framing & Drywall Modifications & Additions with Bullet-Resistant Lining	$	12,000.00
4) Ceiling Upgrade	$	3,000.00
5) New Doors/Frames/Bullet Resistant Doors	$	22,500.00
6) Bullet Resistant Windows	$	11,200.00
7) Paint & Sound Insulation	$	7,500.00
8) Floor Covering & Base	$	10,500.00
9) Mechanical, Electrical, Plumbing (Basic Allocation)	$	122,000.00
10) Closeout (Cleaning, Supervision, etc.)	$	11,500.00
General Construction Subtotal	**$**	**227,700.00**
10% Contingency	$	22,000.00
Estimate of Probable Construction Cost	**$**	**249,700.00**
A/E Fees Estimated (10%-12%)	$	29,500.00
Total Estimate of Probable Cost (Base Bid)	**$**	**279,200.00**

Alternate Consideration: **Removal of Radiators, Replacement with New HVAC System**		
1) (ADD) New Mechanical	$	148,000.00
Estimate of Probable Construction Cost	**$**	**148,000.00**
A/E Fees Estimated 12%	$	18,000.00
Total Estimate of Probable Cost (Alternate No. 1 – HVAC)	**$**	**166,000.00**

Total Estimate of Probable Cost (Base Bid + Alt. No. 1 Including A/E Fees)	**$**	**445,200.00**

CITY OF ABILENE

*Check Summary Register©

Batch: 061421PAY

	Name	Check Date	Check Amt	
002000	**Astra Bank checking**			
31690	ABILENE ANIMAL HOSPITAL, PA	6/14/2021	$443.29	IMPOUND FEES
31691	ABILENE HIGH SCHOOL	6/14/2021	$400.00	JR. COWBOY BASKETBALL CAMP
31692	ABILENE LOCK & ALARM, INC	6/14/2021	$75.00	FRONT DOOR WEBB BLDG
31693	ABILENE PRINTING & OFFICE	6/14/2021	$1,850.00	WATER BILL CARDS
31694	ABILENE PUBLIC LIBRARY	6/14/2021	$184,419.15	JUNE 2021 DISBURSEMENT
31695	ABILENE REFLECTOR-CHRONIC	6/14/2021	$142.23	MAY 2021 LEGALS & ADS
31696	ABILENE TERMITE & PEST CO	6/14/2021	$220.00	CC MAY SERVICE
31697	AIR AND FIRE SYSTEMS INC	6/14/2021	$885.00	HYDROTEST 19 SCBA BOTTLES
31698	AMERICAN ELECTRIC CO	6/14/2021	$5,354.00	LED CONVERSION FOR ANTIQUE STREET
31699	APAC, INC - SHEARS	6/14/2021	$2,897.72	ASPHALT
31700	ASTRA BANK	6/14/2021	$113,626.94	PRINCIPAL & INTEREST ON SENSUS WATE
31701	BARNHART, CALEB	6/14/2021	$388.13	MILEAGE WEEK 3-5 KLETC
31702	BASE, PARKER LEE	6/14/2021	$150.00	2 @40 PONY/2 @ 35 PONY
31703	BRUCE MCMILLAN AIA ARCHITE	6/14/2021	$4,160.90	FEASABILITY STUDY FOR APD PROJECT #
31704	CATLETT AUTOMOTIVE INC	6/14/2021	$107.82	#18B FUEL FILTER
31705	CINTAS	6/14/2021	$61.11	MEDICAL CABINET
31706	CLARK, KENTON D.	6/14/2021	$210.00	2 @ 30 MUSTANG/1 @40 & 1 @ 35 PONY/1
31707	CLARK, MIZE & LINVILLE CHART	6/14/2021	$9,899.00	MARCH 2021 LEGAL SERVICE
31708	CONSOLIDATED PRINTING	6/14/2021	$75.13	MAY COPY MACHINE COPIES
31709	COOPER, KELLY	6/14/2021	$2,100.00	MAY 2021 CLEANING
31710	B & H INVESTMENTS INC.	6/14/2021	$32.00	RO SYSTEM RENTAL 5/26-6/22/21
31711	DK CTY ADMINISTRATION	6/14/2021	$714.33	DIESEL
31712	DK CTY REGISTER OF DEEDS	6/14/2021	$141.00	RECORD BLANK SHEET W/ORDINANCE 21-
31713	DK CTY SHERIFF	6/14/2021	$1,750.00	PRISONER CARE APRIL 2021
31714	DON'S TIRE & SUPPLY	6/14/2021	$63.50	FLAT REPAIR UNIT 4
31715	DOWNTOWN DANCE LLC	6/14/2021	$1,860.00	INSTRUCTOR FEES
31716	EAGLE BROADBAND, INC	6/14/2021	$419.95	EBS ADMIN & PD JUNE 2021
31717	EAGLE TECHNOLOGY SOLUTIO	6/14/2021	$3,656.65	IT PD EMAIL
31718	EGOV STRATEGIES, LLC	6/14/2021	$1,220.55	EGOV TRANSACTION FEES MAY 2021
31719	ENGELHAUPT, RUTH	6/14/2021	$500.00	REFUND OVERPAYMENT ON WATER BILL
31720	EVERGY	6/14/2021	$33,242.30	ELECTRIC SERVICE
31721	HAMM, INC	6/14/2021	$468.31	WASHED ROCK
31722	HELLER, RICHARD S.	6/14/2021	$65.00	1 @ 30 & 1@ 35
31723	HOLM AUTOMOTIVE CENTER	6/14/2021	$1,772.01	UNIT 12 REPAIR
31724	BRAD HOMMAN	6/14/2021	$164.00	PAGER REPAIR
31725	HUMMERT INTERNATIONAL	6/14/2021	$2,572.58	BALL DIAMOND MARKING POWDER
31726	IACP	6/14/2021	$560.00	DUES - HATTER
31727	IMAGE QUEST	6/14/2021	$597.54	COPIER & HP PRINTERS
31728	JERRY A. MILLER	6/14/2021	$375.00	JUNE 2021 AWOS
31729	JOYCELYN LUCAS RANDLE	6/14/2021	$250.00	SCHEELE 20-0243
31730	KANSAS GAS SERVICE	6/14/2021	$1,869.29	GAS SERVICE
31731	KANSAS ONE-CALL SYSTEM, IN	6/14/2021	$145.20	MAY LOCATES
31732	KDOR-MISCELLANEOUS TAX SE	6/14/2021	$300.00	BALANCE DUE WATER PROTECTION FEE J
31733	KOFFMAN ELECTRIC	6/14/2021	$163.24	NEW CONDUIT FOR UMBRELLA POOL PUM
31734	KS TREASURER	6/14/2021	$591.50	MAY 2021
31735	LA MAR, CATHERINE	6/14/2021	$10.00	REFUND FOOTBALL CAMP
31736	LACAL EQUIPMENT, INC	6/14/2021	$1,879.98	STREET SWEEPER BROOMS
31737	LAST CHANCE GRAPHICS	6/14/2021	$783.00	4 T-SHIRTS
31738	LEAGUE KS MUNICIPALITIES	6/14/2021	$175.00	LEADERSHIP SUMMIT & MAYORS CONF. R
31739	LINDER ELECTRIC	6/14/2021	$185.25	REPLACE BULBS & REPAIR BAD CORD
31740	LINK MEDIA OUTDOOR	6/14/2021	$1,655.00	JUNE BILLBOARD RENTALS - 5 BOARDS
31741	LUMBER HOUSE TRUE VALUE	6/14/2021	$177.78	BATTERY & CONNECTOR
31742	RAFAEL S. HERNANDEZ	6/14/2021	$140.00	WINDOW WASHING CITY BUILDING
31743	MAHASKA	6/14/2021	$1,775.54	POOL CON. DRINKS

CITY OF ABILENE

*Check Summary Register©

Batch: 061421PAY

	Name	Check Date	Check Amt	
31744	MARSH, RON	6/14/2021	$2,500.00	CITY MANAGER RELOCATION/MOVING CO
31745	MCKEE POOLS, INC	6/14/2021	$7,069.91	REPAIR BROKEN PIPES, FILL IN & PAINT C
31746	MCNUTT, MATTHEW	6/14/2021	$1,593.75	MOWING MAY/JUNE 2021 18.75 HOURS @ $
31747	MES, INC	6/14/2021	$1,067.00	TARGET SOLUTIONS (EMT TRAINING ONLI
31748	INK SHARKS, LLC	6/14/2021	$2,060.90	CP & MP SHIRTS
31749	MICHELLE WRIGHT	6/14/2021	$9,832.33	CID ROSEROCK LESS 2% ADMIN FEE - MA
31750	RICHARD L. SMITH	6/14/2021	$1,479.01	AIRPORT SPILL PREVENTION CONTROL &
31751	NARAYAN, INC	6/14/2021	$1,876.48	CID HOLIDAY I LESS 2% ADMIN FEE - MAY
31752	NEW BOSTON CREATIVE GROU	6/14/2021	$5,725.00	FINAL PAYMENT FOR 2021-2022 VISITORS
31753	NEX-TECH RURAL TELEPHONE	6/14/2021	$633.08	PHONE SERVICE
31754	OCCK INC.	6/14/2021	$6,166.67	MAY 2021 SERVICE @ RECYCLE CENTER
31755	OCCUPATIONAL PERFORMANC	6/14/2021	$577.00	UA CUP & DRUG SCREENS, BREATH ALCO
31756	OLSSON	6/14/2021	$1,895.90	ENGINEERING FAMILY DOLLAR & MIDWES
31757	OVERHEAD DOOR CO	6/14/2021	$848.60	REPLACE GARAGE DOOR SPRINGS
31758	PACE ANALYTICAL SERVICES	6/14/2021	$1,150.40	EFFLUENT SAMPLES
31759	PICK ONE HOUR CLEANERS	6/14/2021	$21.50	PATCHES FOR 207
31760	PRAIRIE LANDWORKS, INC	6/14/2021	$136.20	FAITH AVE DETENTION BASIN - FINAL
31761	R E PEDROTTI CO, INC	6/14/2021	$3,265.00	REPAIR MOUNTING CHASSIS
31762	RESCUE SPECIALISTS	6/14/2021	$600.00	EXTRICATION TRAINING
31763	ROBSON OIL CO, INC	6/14/2021	$4,822.25	FUEL
31764	ROYER & ROYER	6/14/2021	$75.33	RESTITUTION PAID IN CASE 09-0614
31765	RYAN & MULLIN, PA	6/14/2021	$2,916.67	CITY PROSECUTOR JUNE 2021
31766	SALINA POLICE DEPARTMENT	6/14/2021	$630.00	NRA HANDGUN SHOTGUN INSTRUCTOR C
31767	SALINA SEPTIC-PORTABLE TOIL	6/14/2021	$520.00	BD PORTA POTTIES
31768	SALINA SUPPLY CO	6/14/2021	$157.97	BRASS PLUG/METER FLANGE
31769	SAMS CLUB/GECF	6/14/2021	$1,641.18	BD CON/POOL CON START UP & RETIREM
31770	SARGENT DRILLING	6/14/2021	$2,500.00	WELL #23
31771	SECURE SHRED OF N.C.K.	6/14/2021	$150.00	ADMIN SHREDDING MAY 2021
31772	SOUTHERN UNIFORM & EQUIPM	6/14/2021	$202.97	UNIFORMS
31773	SUPERIOR SANITATION SERVIC	6/14/2021	$503.00	JUNE 2021 TRASH SERVICE @ CVB, RECY
31774	KELLEE TIMBROOK	6/14/2021	$134.55	MILEAGE
31775	TRIPLETT, INC	6/14/2021	$5,424.79	CID PROPERTY 6 LESS 2% ADMIN FEE - M
31776	UNIFIRST CORPORATION	6/14/2021	$1,818.97	UNIFORM SERVICE
31777	US BANK EQUIPMENT FINANCE	6/14/2021	$772.13	COPIER USAGE
31778	VAN DIEST CHEMICAL CO	6/14/2021	$3,039.10	CHEMICALS
31779	VANDERBILT'S NO. 4, INC	6/14/2021	$199.99	BOOTS HIATT & JENNE
31780	VISA - UMB ADMINISTRATION	6/14/2021	$3,625.46	AWARDS & CONTRIBUTIONS
31781	VISA - UMB AIRPORT	6/14/2021	$74.90	INTERNET
31782	VISA - UMB COMMUNITY DEVEL	6/14/2021	$31.66	TRAINING
31783	VISA - UMB CVB	6/14/2021	$2,862.24	PROMO/ADS/MARKETING
31784	VISA - UMB FIRE DEPT	6/14/2021	$994.59	MISC EQUIPMENT
31785	VISA - UMB PARKS	6/14/2021	$5,875.48	CONCESSION SUPPLIES
31786	WEIS FIRE & SAFETY EQUIPME	6/14/2021	$9,951.86	BUMPER & GROUND SWEEPS/REPAIR FRO
		Total Checks	$485,164.74	

FILTER: (([Act Year]='2021' and [period] in (6))) and (Source in ('061421PAY'))

City of Abilene
Payroll Expenditures Report
05/28/2021 PR #11

PAYROLL CODE		TOTALS		
	NET SALARIES	$	70,616.79	
051 & 501	OASDI - CITY/EMPLOYEE	$	12,311.42	
049 & 502	MEDICARE - CITY/EMPLOYEE	$	2,879.26	
001	FEDERAL WITHHOLDING - EMPLOYEE	$	7,499.81	
503	KPERS - CITY	$	6,076.30	
056, 057, 059	KPERS EMPLOYEE	$	3,693.81	**$ 9,770.11**
505	KPERS RETIREE/EMPLOYER	$	-	
153	KPERS GROUP LIFE - EMPLOYEE	$	138.49	
504	KPF - CITY	$	9,124.34	
61	KPF EMPLOYEE	$	2,861.37	**$ 11,985.71**
155	KPF GROUP LIFE- EMPLOYEE	$	58.52	
105 & 540	WADDELL & REED 457 - CITY/EMPLOYEE	$	1,175.00	
204	WADDELL & REED 529 - EMPLOYEE	$	50.00	
110	WADDELL & REED SAVINGS - EMPLOYEE	$	300.00	
130 & 530	ICMA 457 CITY/EMPLOYEE	$	-	
005	STATE TAX - EMPLOYEE	$	4,152.22	
120	AFLAC After Tax D&L - EMPLOYEE	$	127.68	
170	AFLAC Before Tax INSURANCE - EMPLOYEE	$	628.87	
102	VISION CARE DIRECT - EMPLOYEE	$	102.84	
104	VSP VISION PLANS - EMPLOYEE	$	171.31	
140	HEALTH INSURANCE - EMPLOYEE	$	5,600.21	
510	HEALTH INSURANCE - CITY	$	16,625.00	**$ 22,225.21**
103	HEALTH SAVINGS ACCOUNT - EMPLOYEE	$	267.50	
506	HEALTH SAVINGS ACCOUNT - CITY	$	272.50	
111 & 520	IMPACT SPORTS & FITNESS- CITY/EMPLOYEE	$	272.96	
114 & 560	ABILENE PHYSICAL THERAPY - CITY/EMPLOYEE	$	-	
200	KS Support order- EMPLOYEE	$	168.46	
206	CA Support order - EMPLOYEE	$	369.23	
150	FLEXIBLE SPENDING ACCOUNT - EMPLOYEE	$	1,201.17	
121	POLICE & FIREMENS INS. - EMPLOYEE	$	20.92	
211	GARNISHMENT - EMPLOYEE	$	184.73	
	TOTAL PAYROLL EXPENDITURES	**$**	**146,950.71**	

City of Abilene
Payroll Expenditures Report
06/11/2021 PR #12

PAYROLL CODE		TOTALS		
	NET SALARIES	$ 83,061.88		
051 & 501	OASDI - CITY/EMPLOYEE	$ 14,290.34		
049 & 502	MEDICARE - CITY/EMPLOYEE	$ 3,341.98		
001	FEDERAL WITHHOLDING - EMPLOYEE	$ 8,479.53		
503	KPERS - CITY	$ 6,130.78		
056, 057, 059	KPERS EMPLOYEE	$ 3,726.94	**$**	**9,857.72**
505	KPERS RETIREE/EMPLOYER	$ -		
153	KPERS GROUP LIFE - EMPLOYEE	$ 175.25		
504	KPF - CITY	$ 11,133.67		
61	KPF EMPLOYEE	$ 3,491.50	**$**	**14,625.17**
155	KPF GROUP LIFE- EMPLOYEE	$ 56.28		
105 & 540	WADDELL & REED 457 - CITY/EMPLOYEE	$ 1,155.00		
204	WADDELL & REED 529 - EMPLOYEE	$ 50.00		
110	WADDELL & REED SAVINGS - EMPLOYEE	$ 300.00		
130 & 530	ICMA 457 CITY/EMPLOYEE	$ -		
005	STATE TAX - EMPLOYEE	$ 4,758.24		
120	AFLAC After Tax D&L - EMPLOYEE	$ 127.68		
170	AFLAC Before Tax INSURANCE - EMPLOYEE	$ 591.62		
102	VISION CARE DIRECT - EMPLOYEE	$ 80.39		
104	VSP VISION PLANS - EMPLOYEE	$ 174.74		
140	HEALTH INSURANCE - EMPLOYEE	$ 6,115.97		
510	HEALTH INSURANCE - CITY	$ 17,440.53	**$**	**23,556.50**
103	HEALTH SAVINGS ACCOUNT - EMPLOYEE	$ 367.50		
506	HEALTH SAVINGS ACCOUNT - CITY	$ 322.50		
111 & 520	IMPACT SPORTS & FITNESS- CITY/EMPLOYEE	$ 264.26		
114 & 560	ABILENE PHYSICAL THERAPY - CITY/EMPLOYEE	$ -		
215	KS Support order- EMPLOYEE	$ 392.25		
206	CA Support order - EMPLOYEE	$ 369.23		
150	FLEXIBLE SPENDING ACCOUNT - EMPLOYEE	$ 1,201.17		
121	POLICE & FIREMENS INS. - EMPLOYEE	$ 20.92		
211	GARNISHMENT - EMPLOYEE	$ -		
	TOTAL PAYROLL EXPENDITURES	**$ 167,620.15**		