



Notice of Study Session
ABILENE PUBLIC LIBRARY
209 NW FOURTH STREET
February 21, 2022 - 4:00 pm

VIEW THIS CITY COMMISSION STUDY SESSION VIRTUALLY AT

www.abilenecityhall.com/watchlive

PURPOSE

The City Commission's study sessions are for the purpose of providing the commission the opportunity to study items in more detail.

OPEN FORUM

This is an opportunity to bring up items to be informally addressed. The Mayor may impose a time limit on open forum.

STUDY ITEMS

1. CVB Board Charter Ordinance amendment
2. Ordinance allowing third party collections
3. Sale of auditorium seats – Joseph Tatner
4. Additional Street work – APAC 2022
5. Tennis complex bids
6. Ballfield repair bids
7. Heartland Housing Partners discussion





CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

02/21/2022
02/28/2022

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

CVB/Administration

Ron Marsh

AGENDA ITEM HEADING:

Charter Ordinance Amending Section 9 of Charter Ordinance 15 Relating to the CVB Board

BACKGROUND:

Charter Ordinance 15 establishes the CVB Board and composition.

One of the seats is a yearly appointment from the Abilene Area Chamber of Commerce. Since there is no longer an Abilene Area Chamber of Commerce (absorbed by the DKEDC) now would be an opportune time to establish all board member terms as regular three-year terms, with no yearly appointment from the (non-existent) Chamber. This makes it uniform and broadens our pool of potential board members. If approved, an individual is willing to serve.

The City Attorney has prepared a draft copy of Charter Ordinance for your review.

Once this Charter Ordinance is effective (61 days after the charter ordinance's second publication date), we will need to update City Code Section 1-905 to ensure consistency. We will make that change to the City Code via a regular ordinance.

FISCAL NOTE:

None

COMMISSION ACTION:

Recommend approving the Charter Ordinance amending section 9 of Charter Ordinance 15 relating to the CVB Board.

CHARTER ORDINANCE NO. _____

A CHARTER ORDINANCE OF THE CITY OF ABILENE, KANSAS AMENDING SECTION 9 OF CHARTER ORDINANCE 15, AND SUBSEQUENT AMENDMENTS THERETO, RELATING TO THE NUMBER OF MEMBERS CONSTITUTING THE CONVENTION AND VISITORS BUREAU BOARD.

WHEREAS, the City of Abilene, Kansas (“City”) is a city of the second class;

WHEREAS, K.S.A. 12-1696 to 12-16,101, inclusive, authorizes a levy by cities of a transient guest tax, which provisions are not uniformly applicable to all cities; and

WHEREAS, the City has previously adopted Charter Ordinance No. 15, and subsequent amendments thereto, exempting itself from the provisions of K.S.A. 12-1696 to 12-16,101, inclusive, and to provide substitute and additional provisions as set forth in that charter ordinance and subsequent amendments thereto; and

WHEREAS, the governing body of the City, by virtue of the powers vested in it by Article 12, Section 5, of the Kansas Constitution, desires to amend Section 9 of Charter Ordinance No. 15, and subsequent amendments thereto. SO, NOW THEREFORE,

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ABILENE, KANSAS:

Section 1. Amendment. Section 9 of Charter Ordinance No. 15, and subsequent amendments thereto, relating to the number of members constituting the Convention and Visitor Bureau, is hereby amended to state as follows:

Section 9. A “Convention and Visitors Bureau” is hereby established to advise the Governing Body and make recommendations concerning programs and expenditures for conventions and tourism. The Bureau will consist of seven members appointed by the Mayor and confirmed by the City Commission. Initially, four members shall be appointed for terms ending on the second Monday of January 2023; two members for terms ending on the second Monday of January 2024; and one member for a term ending on the second Monday of January 2025. Thereafter, at the expiration of terms of the original members, their successors shall be appointed for terms of three years each, commencing on the second Monday in January and each shall serve until a successor is appointed and qualified. Any vacancies in the membership of the Bureau shall be filled by appointment of a new member as in the case of the original appointment, to fill the unexpired term of the member whose office is vacant.

Section 2. Repealer. The existing Section 9 of Charter Ordinance No. 15, and subsequent amendments thereto, and any other ordinances in conflict herewith, are hereby repealed.

Section 3. Publication. This Charter Ordinance shall be published once each week for two consecutive weeks in the official city newspaper.

Section 4. Effective Date. This Charter Ordinance shall take effect 61 days after final publication, unless a sufficient petition is filed and a referendum held on the ordinance as provided in Article 12, Section 5(c) of the Kansas Constitution, in which case the ordinance shall become effective upon approval by a majority of the electors voting thereon.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas by not less than two-thirds of the members elect voting in favor thereon, this 28th day of February, 2022.

CITY OF ABILENE, KANSAS

By: _____
Dee Marshall, Mayor

[SEAL]
ATTEST:

Shayla Mohr, City Clerk



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

2/21/22
2/28/22

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Administration

Shayla Mohr, City Clerk

AGENDA ITEM HEADING:

Collection Bureau of Kansas – debt collections for Utility Billing, Municipal Court, Insufficient Fund checks

BACKGROUND:

Attached is information from the Collection Bureau of Kansas that we are considering to work with for the collection of bad debt in the City.

Currently the only debt collection process that is used is through the State of Kansas Set Off Program. The set off program collects out of state income tax refunds and state lottery winnings. It works out OK but the problem is that if someone is not getting a tax return etc. then we do not receive any money towards the debts.

I have spoken to the Bill with the City of Chapman and he said he is pleased with them and that they are very easy to work with.

I spoke to Stacey with the City of Concordia and she gave them rave reviews. She said they are very easy to work with and very responsive. She said they have been with them since 2015. She said this is the 3rd company they have tried and the others were good at first but after about 6 months they didn't try very hard to collect debts. She said CBK has not done this and works as hard for them today as they did when they first started. She also said it doesn't matter the size of the debt, they will attempt to collect both big and small debts. They also don't have a problem taking them to court if needed. I asked her about the fees the other companies charged and she said it was the same as CBK 30% and that any company that you go with will charge at least 30%.

The City will not be charged any fees – all fees will be collected from the debts that they recover for us.

We can submit accounts as far back as four years on utility accounts (according to state statute) and we can submit all municipal court account to them for collection.

We will still also use the State of Kansas Set Off Program but we will only have to submit our debts to CBK and they will submit them to the set off program for us.

FISCAL NOTE:

Opportunity to collect fees on debts owed to the City of Abilene.

COMMISSION ACTION:

Approve Ordinance 22-3413 – amending City Code to provide the assessment of fees and costs incurred in connection with the collection of debts owed.
Approve agreement with Collection Bureau of Kansas for collection of bad debt for the City of Abilene.



WHY DOES CBK PERFORM BETTER THAN COMPETITORS?

The advantage CBK brings to its' clients are the combination of an in-house legal team within the Agency. This allows CBK's clients to benefit from both agency and legal collections all within a single environment. In today's world, fighting off a pandemic and dealing with all things surrounding that, how much time is left to handle important business? Knowing and understanding the REVENUE CYCLE of collections must include as many resources as possible to provide maximum recoveries. CBK is equipped to any and all of your collection needs. CBK provides the following advantages over other agencies:

- Database
- Professionalism
- Agency/Legal
- Experience
- Willingness to help our Clients

In reading the following and understanding how CBK can really assist you with all of your collection needs, keep one thing in mind. CBK only gets paid when you get paid, you will never pay CBK any collection fees, until CBK has paid you money for collecting your accounts. No up-front costs or hidden fees, you turn your accounts and we will collect your money...simple as that. So, if someone owes you money for anything (services rendered, or items purchased or anything) think of CBK and turn those accounts and let us help your bottom line!

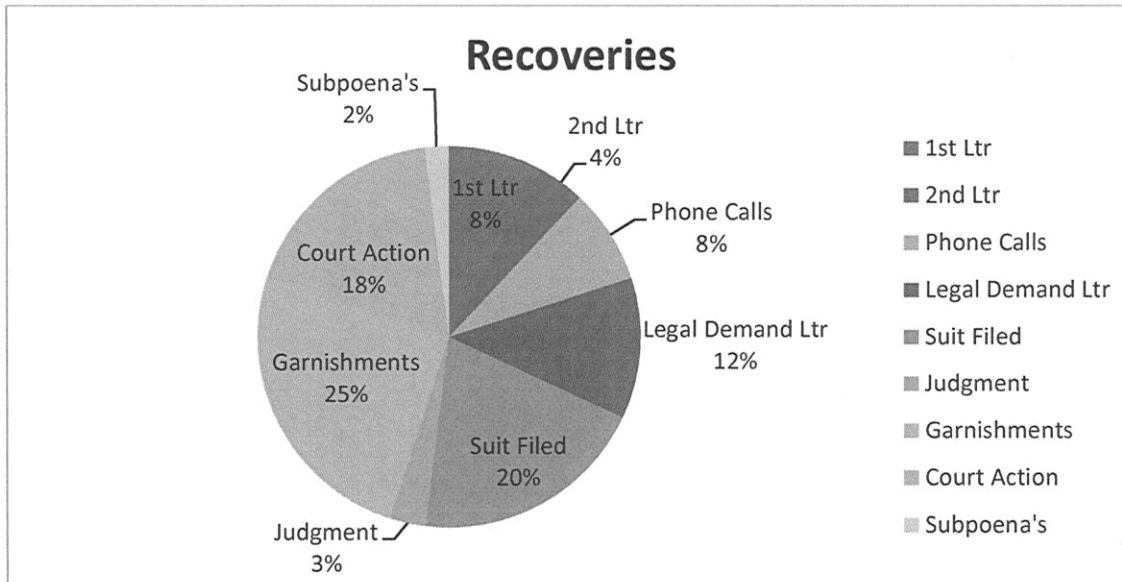
DATABASE: CBK specializes in all types of collection within Kansas and Missouri and provide higher recovery percentages for their clients. CBK markets in Kansas and Missouri, as it best benefits our client base. This practice strengthens the database and allows CBK to reach out to people more effectively within the collection arena. Our client database is concentrated in Kansas and Missouri allowing CBK to specialize collections specifically in these areas. If you can find them, then you have a good chance to collect the debt from them. We have one of the largest databases among our competitors. This is really why you want us. Currently, CBK collects a variety of debt types that include:

1. Government
2. Accounts Receivables
3. Bad Checks
4. Contracts
5. Utility
6. Healthcare/Medical
7. Subrogation

PROFESSIONALISM: CBK prides itself on its professional handling of cases to ensure the positive public image of its clients. CBK keeps quality assurance, compliance and management teams that continuously monitor CALL RECORDINGS. All calls are recorded and easily obtainable if a conversation between an account representative and a debtor is ever questioned. In an attempt to better serve our clients, CBK utilizes a third-party vendor to assist in analyzing every call for quality assurance reasons.

EXPERIENCE: CBK employs a seasoned management team that is directly involved in all operations. H&M has years of experience in Collection law and is an active practicing attorney. Senior management has an average of 25 years' experience with the company, and junior associates and supervisors have an average term of service with the company of 10+ years.

AGENCY / LEGAL: CBK's strength is its combined agency and legal resources that more effectively and efficiently handle accounts in the most time-sensitive manner. Unlike stand-alone agencies with out of state attorney's, CBK does not avoid legal processing when all other efforts have been exhausted. Alternatively, unlike a stand-alone law office, CBK offers the legal arm the technologies available that are generally employed only be agencies (i.e. dialers, state of the art collection management system, fully qualified collections department, predictive analytics and scoring). Furthermore, the legal department does not just depend solely on legal action, but a combination of legal action, letter series, and telephone techniques, combined with the legal capabilities to execute on judgments and turn them into revenue for our clients. This architecture must exist to complete the total revenue cycle, i.e. Agency and Legal all in one. Further, a very important aspect is legal action preserves the statute of limitations perpetually. We have collected bills that have been 10 years and older, agencies cannot do that. To graphically explain what we are talking about, we have depicted a pie chart as to what an agency does and a pie chart as to what the combination of legal and agency generate. The difference is astounding. Agencies cannot compete in this environment.



15 million in annual listings. We pride ourselves in collecting as much as we can as fast as we can for our clients and feel these are a few more reason why CBK stands above others. Our office has excelled at collecting for many Clients in Kansas on all types of debts and feel what sets us apart from those large national agencies are things like:

1. CBK knows the community, represents other clients in the same communities and can find people easier and faster. Debtors speak with people in Kansas, about their Kansas debts.
2. CBK's in-house legal team makes legal action a seamless transition when required.
3. CBK provides extra services at no cost to our clients, such as: Credit report monitoring, to ascertain a debtor's ability to pay, to see when they are making large purchases, getting new credit cards, or paying off other loans/debts. In many cases, we issue subpoenas to credit granters to find pertinent information for those debtors that are adept at evading their obligations, or filing proofs of claim when debtors file bankruptcy on behalf of our clients.

4. Familiarity with all Kansas courts enables ease of use in the legal system, allowing us to fully utilize all different types of collection methods to maximize collections.
5. Lastly, CBK prides itself in making sure each and every Client is not just a number in our database. On boarding new Clients, means new expenses and new tasking. The CBK Client Training Portal provides the ability to receive training on demand along with a proprietary application to make the data entry as easy as possible.

CBK is unique in that being a Kansas/Missouri operated company; we cater specifically to the Kansas/Missouri demographic. CBK utilizes one system for all cases, in agency and legal. Client representatives can give immediate real time information on all cases, no matter the status. Even legal payments are posted just once in CBK's system so there is no delay in remitting and transmitting that information back to the client. This is impossible for Agencies that employ third party legal counsel and must wait to receive that information and funds back.

CBK offers a complete Collection Solution to all clients and can tailor one to fit your needs. With experience in Hospital collections dating back to 1982 and bad check collections dating back to 1993, we fully understand the needs of our clients and potential clients.

- ❖ Collect as much as we can as fast as we can.
- ❖ Treat those we are collecting from in a manner that insures their continued patronage of our client.
- ❖ And always look for better ways to perform for our clients.

We can tailor a program that fits your needs, with as many notices as you would like us to send and make as many phone attempts as you wish and as the laws allow. Our end game is your end game, bring as much resolution to your accounts as we can. Should you wish more information, we would be happy to share a more detailed version of how we handle accounts within our offices.



Submission to the State of Kansas Setoff Program

In the effort to continue to provide our clients and prospective clients the best service possible, CBK is proud to offer the ability to submit collection accounts to the Kansas Setoff Program on behalf of the client. Below are a few of the many different ways this can benefit you:

- Only have to send information to one place one time.
- No longer managing two collection processes (KS Setoff process and a collection agency process)
- Increase collections by having the State Setoff and a Collection Agency that has collection lawyers on staff with the capability of providing legal collections simultaneously work the account.

This program is designed to provide additional time to the staff of our clients/prospective clients by allowing them to focus on the daily operations and needs for the City/County/State instead of managing a collection process or multiple collection processes. CBK will now manage the collection process for you!

Help your community, team, and yourself by teaming up with CBK!!!

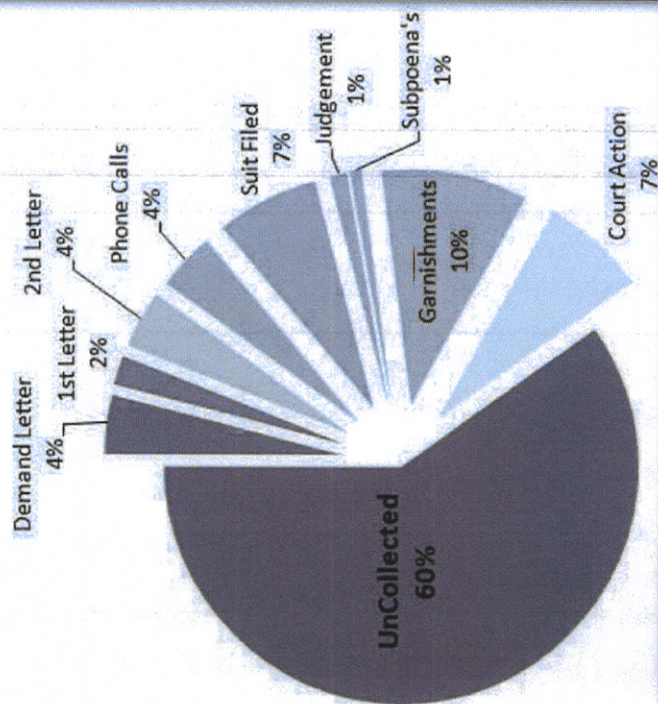
Kansas Government Collection Methods Comparison



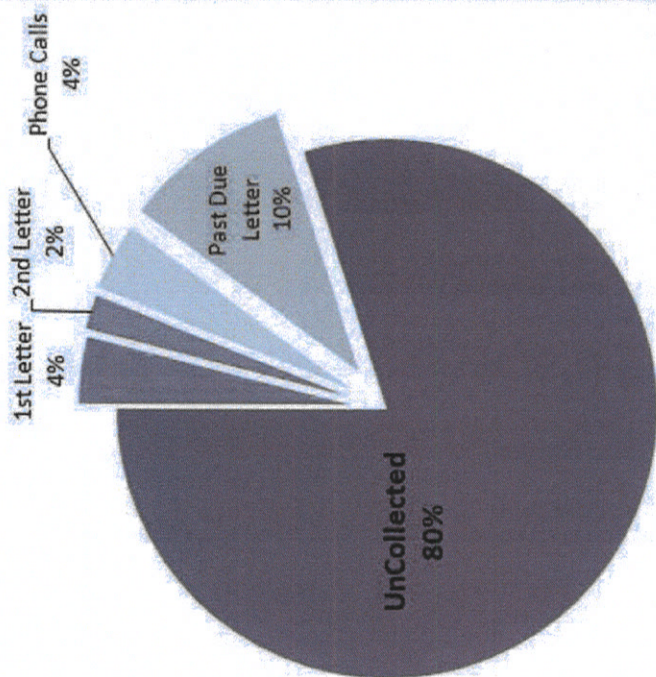
Service Type	KDRS KS Setoff Program	Agency	Legal	Collection Bureau of Kansas
Letters being sent to collect		✓	✓	✓
Call Center providing Inbound and Outbound Calls		✓		✓
Collect through means of garnishment (bank account or employer)			✓	✓
Collect from KS Tax Return	✓			✓
Continue collection process once told to cease communications	✓		✓	✓

Disclaimer: This information is composed by tCBK. CBK is capable of collecting from a Kansas Tax Return through the utilization of a Client's KDRS (Kansas Setoff) Account or from the assigned to CBK from KDRS. Please contact CBK for more information about this great time saving feature!

VS

AGENCY AND LEGAL

Note: Current clients utilizing Agency + Legal have experienced an increase of over 400% in their returns/accounts receivables, primarily contributed to the additional avenues that the legal approach delivers!!!!

STAND ALONE AGENCY

Note: Stand alone agency typically is ONLY able to capture approximately 20%!!!

Submission to & Management of the Kansas Setoff Program

This program is designed to increase efficiency by providing additional time to the staff of our clients/prospective clients by allowing them to focus on the daily operations and needs for the City/County/State instead of managing a collection process or multiple collection processes.

- ✓ Only have to send information to one place one time.
- ✓ No longer managing two or more collection processes (example: KS Setoff process and a collection agency process)
- ✓ Increase collections by having the State Setoff and a Collection Agency that has collection lawyers on staff with the capability of providing legal collections simultaneously work the account.

The Collection Bureau of Kansas can be your **ONE SOURCE SOLUTION FOR ALL YOUR COLLECTION NEEDS** by managing the full collection process!!

Municipal Court Example:

\$300.00 principle balance remitted to debt set off by client directly in the amount of \$357.00:
If fully paid:

Client: \$300.00
Debt Setoff \$ 57.00 (Assuming a 19% fee)

If remitted by CBK and there is court costs and interest:

\$300.00 principle
\$72.50 court costs
\$90.00 Collection fee (assuming contract for 30% collection rate)
\$18.50 Pre Judgment interest
\$31.53 Post Judgment interest

Total Submitted to Debt Setoff: \$512.53

Assuming the same 19% fee by Debt setoff: \$97.38

Remitted to Client and Agency (assuming a 30% collection rate, interest retained by agency):

	<i>Client</i>	<i>Agency</i>
Principle	\$ 300.00	\$ 0.00
Court Costs	\$ 0.00	\$ 72.50
Collection Fee	\$ 0.00	\$ 90.00
Pre Interest	\$ 0.00	\$ 18.50
Post Int	\$ 0.00	\$ 31.53
KDRS Fee	\$ 0.00	(\$ 97.38)
Court Costs Remitted to Court	\$ 0.00	(\$ 72.50)
Client/Agency Retain	\$300.00	\$ 42.65

The \$97.38 debt setoff charged, will be wholly absorbed by CBK's fees.

Topeka Municipal Court sees big rise in collections revenue

Judge Miller: 'If you can get blood out of a turnip, I appreciate that'

Posted: July 4, 2015 - 6:01pm

By Tim Hrenchir

tim.hrenchir@cjonline.com

Kansas inmates can earn at most \$1.05 per day at their prison jobs, says the Department of Corrections website.

So Topeka Municipal Court administrative judge Vic Miller said he knew he had picked the right collection agency when — not long after he hired the **Collection Agency of Kansas** to bring in money owed to the court — it garnished the wages of an inmate.

“If you can get blood out of a turnip, I appreciate that,” Miller said this past week.

He spoke at Tuesday’s meeting of the Topeka City Council’s budget committee of the whole, saying the court’s revenue from collections has risen in recent years from about \$10,000 a month under the previous arrangement to about \$50,000 a month so far this year.

“That’s the kind of information that we like to hear, that things are improving and we’re garnering more revenue that should be paid to the city,” said Councilwoman Elaine Schwartz.

Miller — a former Kansas legislator, Topeka city councilman and Shawnee County commissioner — was hired as administrative judge in September 2011. He announced in January 2012 that the court wasn’t renewing its contracts with the two agencies that collected fines and fees for the city, then said in March 2012 that the Collection Bureau of Kansas had been chosen as the new collection agency.

The Collection Bureau has been far more aggressive in collecting debts than its predecessors, Miller told The Topeka Capital-Journal this past week.

He provided Municipal Court records showing that bureau’s average monthly payment amount collected on the court’s behalf rose from \$1,622.32 over the last four months of 2012 to \$7,515.93 for 2013, \$27,213.52 for 2014 and \$52,067.60 for the first five months of this year.

One reason the Collection Bureau’s collection totals have risen so much is because the court initially referred it a small number of accounts while focusing on collecting from those defendants itself, and subsequently over time increased the number of accounts it referred to collections, Miller said.

He said he would prefer to see the court’s defendants pay before the case goes into collections, which results in the defendants having to pay a 30 percent collection fee in addition to whatever they owe the court. The court gives anyone whose payments are 30 days overdue an opportunity to initiate a payment plan to avoid having their account sent to collections, Miller said.

In response Tuesday to a question from Schwartz, Miller acknowledged that some people owe "outrageous amounts" to the court. He told of one such case in which the money recently got paid.

Miller said the previous week he had issued a fine to a Shawnee County Jail inmate who was on disability, raising the amount that man owed the court to \$6,400, when the man suggested the court contact his professional "payee."

That payee serves as custodian of the man's finances because the state considers him unable to adequately do it himself, Miller said.

He said he contacted the payee, who responded: "Why, I have \$7,000 of his money. I'll write you a check."

"We're getting all that money," Miller told council members. "We don't give up and fines don't go away."

Miller said that of the amount that payee paid the court, \$1,161 in fines had been incurred in 1987 and \$1,200 in 1988.

He said: "I have people who appear before me and say, 'Oh that (ticket) was years ago. I say, 'Yeah, I know, but what made you think it would go away? You still owe it.'"

The payee for the man who owed \$6,400 also serves as payee for numerous other people, Miller told council members.

He said: "This payee indicated that he wanted to get that money paid to us because he has to carry a higher bond for whatever money he's holding, so he asked if we had any others. And I said, 'Well, I don't know because I only know they're your client if they bring it up to us.' And he said, 'Well, let me send you a list of my clients,'"

Miller said he is going through that list and seeing what other people on it owe money the court can recover.

Legal Services
1000 SW Jackson Street, Suite 560
Topeka, Kansas 66612



Phone: 785-296-0685
Fax: 785-296-7119
ddernovish@kdheks.gov

Susan Mosier, MD, Secretary

Department of Health & Environment

Sam Brownback, Governor

February 18, 2016

Collection Bureau of Kansas, Inc.
H. Kent Hollins, Attorney at Law. P.A.
3615 SW 29th St.
Topeka, KS 66614

RE: Contract for collection of receivables with KDHE

Dear Mr. Hollins:

I am taking this opportunity to express my deep gratitude for all the work and effort you have put into helping our office achieve its goals in regards to our collections. Beyond that, your legal team has done a phenomenal job of researching extra issues falling outside your purview, and offering opinions on special cases for our operations.

The initial transition from our incumbent was smooth. Thanks to your company's research, we were able to shore up holes in the process that we did not realize we had. You also offered several suggestions of things we could do in-house, to not only facilitate better recoveries after the cases were turned to you for collection, but better recoveries in some instances so they wouldn't have to be turned. I have come to view your operations as not a third party vendor for the KDHE, but a true partner in our efforts and want to take this opportunity to thank you for your quick attentiveness to our issues as well as the extra efforts you have taken to establish better procedures and protocols for our operations. Your ability to serve us in all functions of the collection process has been extraordinary.

Thank you again for all you have done and KDHE extremely appreciates your efforts on our behalf. I look forward to a long working relationship and if I can be of assistance, please do not hesitate to ask.

Sincerely,

Darian Dernovish
Interim Deputy Chief Counsel



January 17, 2018

Chad Hollins
VP of Sales
Collection Bureau of Kansas
3615 SW 29 St
Topeka, KS 66614

Dear Mr. Hollins, *Chad,*

I wanted to take this opportunity to let you know that during the time we have been in contract with your company the service and courtesy that your collectors have provided to us as well as the defendant is unconditional. Your company carries the same values as we do in handling our defendants with courtesy, honesty and respect.

Your employees have always provided us with professional and prompt responses to any questions or requests we may have.

The client portal makes it extremely convenient not only to submit debts for collection, but to also check the status of the cases we have placed for collection.

Our small city does not have the volume of collections that some of your bigger cities have, but we have never felt that our level of customer service is any less than that of a larger city.

We look forward to many years of working with your organization.

Thank You,

Vonnie Fisher
Municipal Court Manager
City of Fairway, KS



GOVERNMENT & POLITICS

What's driving Prairie Village to outsource its court collections?

BY DAVID TWIDDY
Special to The Star

January 17, 2018 06:32 PM

Prairie Village officials are considering hiring a private collections agency to track down unpaid court fines, reducing the need for the municipal court to issue arrest warrants.

The City Council on Tuesday reviewed an agreement with Topeka-based Collection Bureau of Kansas Inc., or CBK, to take over the job. In return, the company would receive 30-percent of all amounts collected.

Court Administrator Deana Scott told council members that defendants owe the municipal court system \$675,000 in unpaid court fees and fines.

Currently, municipal court officials have few options to get a defendant to appear in court for an unpaid fine other than issuing a warrant, which can lead to additional costs or even jail time, Scott said.

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That approach has attracted scrutiny across the country following a federal Justice Department investigation from 2015 of Ferguson, Mo., which found that many residents faced a continuous cycle of expanding costs because they couldn't afford sometimes minor court fines.

The Kansas Supreme Court last September created an ad hoc committee to review how municipal courts in the state handle fines and fees and award bond for defendants awaiting trial and then suggest best practices.

Municipal Court Judge Karen Torline, who oversees courts in Prairie Village, Shawnee, Roeland Park and Edgerton, is on the committee.

"No one is saying any courts are doing anything wrong," Scott said. "The state is looking at (it) just to make sure that we're not infringing debtors prison on anyone."

Under the contract with CBK, the municipal court would give defendants a certain amount of time to either pay their fines or appear before a judge to request a payment plan or argue for a reduced amount because of their financial situation. After that, the case would be handed to CBK.

Scott said the court chose CBK without putting the contract out for bid. She said the company already serves dozens of state, county and municipal courts across Kansas and was one of the few companies that can collect money from defendants directly and use the state's Debt Setoff program.

That program allows the Kansas Department of Administration to collect outstanding debt against individuals and companies through payments from the state, such as tax refunds or lottery awards.

Several council members said they favored the plan because it would help low-income defendants avoid jail and additional expenses. But a few said they had been the mistaken targets of collections efforts in the past and worried about CBK using similar strong-arm tactics.

“I would want to know that this was being done in a respectful manner and a professional manner and that people weren’t feeling harassed and bullied,” Mayor Laura Wassmer said.

Chad Hollins, vice president of sales for CBK, said the company recorded all collections calls and would work closely with court officials to address any complaints in how it handled a case.

“We are in it for the long run,” Hollins said.

The council voted unanimously to move the agreement to the first meeting in February for a final vote.

In other business, the council voted unanimously for an engineering study by Water Resources Solutions that would look for ways to deal with flooding along Brush Creek at 68th Street and Mission Road.

That area saw extensive street flooding and residential basement flooding last summer during severe thunderstorms. Johnson County’s Stormwater Management Advisory Council will pay 75 percent of the study’s \$36,830 cost, with Prairie Village paying \$9,207.

The council is also now livestreams its meetings online. Viewers can watch a live feed of the meetings at the city’s website (<http://pvkansas.com/city-government/city-council-meeting-streaming>), on Facebook (<https://www.facebook.com/CityofPrairieVillage/>) or via YouTube (<http://bit.ly/2Dnmbfi>).

DAVID TWIDDY: DTWIDDY913@GMAIL.COM

SUGGESTED FOR YOU



District Courts:

1. 1st Judicial District
 - Leavenworth, KS County
 - Atchison, KS County
2. 6th Judicial District
 - Bourbon, KS County
 - Linn, KS County
 - Miami, KS County
3. 15th Judicial District
 - Cheyenne, KS County
 - Logan, KS County
 - Rawlins, KS County
 - Sheridan, KS County
 - Sherman, KS County
 - Thomas, KS County
 - Wallace, KS County
4. 17th Judicial District
 - Decatur, KS County
 - Graham, KS County
 - Norton, KS County
 - Osborne, KS County
 - Phillips, KS County
 - Smith, KS County
5. 23rd Judicial District
 - Ellis, KS County
 - Gove, KS County
 - Rooks, KS County
 - Trego, KS County
6. 26th Judicial District
 - Grant, KS County
 - Haskell, KS County
 - Morton, KS County
 - Seward, KS County
 - Stanton, KS County
 - Stevens, KS County
7. 30th Judicial District
 - Barber, KS County
 - Harper, KS County
 - Kingman, KS County
 - Pratt, KS County
 - Sumner, KS County
8. 31st Judicial District
 - Allen, KS County
 - Neosho, KS County
 - Wilson, KS County
 - Woodson, KS County

Counties:

1. Shawnee County

2. Norton County

State Agencies:

Kansas Department of Health and Environment



Government Clients

Municipalities:

- | | | |
|---------------------|--------------------|-----------------------|
| 1. Altamont | 44. Gypsum | 87. Oakley |
| 2. Altoona | 45. Halstead | 88. Oberlin |
| 3. Andover | 46. Hays | 89. Offerle |
| 4. Atwood | 47. Haysville | 90. Olathe |
| 5. Arkansas City | 48. Herington | 91. Olpe |
| 6. Auburn | 49. Hesston | 92. Osage City |
| 7. Augusta | 50. Hiawatha | 93. Osawatomie |
| 8. Baldwin City | 51. Hillsboro | 94. Overbrook |
| 9. Basehor | 52. Hoisington | 95. Parsons |
| 10. Baxter Springs | 53. Holcomb | 96. Phillipsburg |
| 11. Bel Aire | 54. Horton | 97. Plainville |
| 12. Bird City | 55. Hutchinson | 98. Pleasanton |
| 13. Bronson | 56. Ingalls | 99. Prairie Village |
| 14. Burlingame | 57. Iola | 100. Roeland Park |
| 15. Caldwell | 58. Johnson | 101. Rose Hill |
| 16. Chapman | 59. Junction City | 102. Rossville |
| 17. Cheney | 60. Kansas City | 103. Russell |
| 18. Cherryvale | 61. Kingman | 104. Saint George |
| 19. Clay Center | 62. La Cygne | 105. Saint John |
| 20. Clearwater | 63. Lakin | 106. Saint Marys |
| 21. Clifton | 64. Lansing | 107. Salina |
| 22. Columbus | 65. Lenexa | 108. Scott City |
| 23. Colwich | 66. Leoti | 109. Scranton |
| 24. Concordia | 67. Lincoln Center | 110. Sedan |
| 25. Conway Springs | 68. Linsborg | 111. Sedgwick |
| 26. Cunningham | 69. Long Island | 112. Sharon |
| 27. Dodge City | 70. Louisburg | 113. Shawnee |
| 28. Douglass | 71. Lyndon | 114. Solomon |
| 29. Edgerton | 72. Madison | 115. South Hutchinson |
| 30. Edna | 73. Maize | 116. Spring Hill |
| 31. Edwardsville | 74. Manhattan | 117. Stafford |
| 32. Ellis | 75. Marysville | 118. Stockton |
| 33. Erie | 76. Merriam | 119. Topeka |
| 34. Eudora | 77. Minneola | 120. Towanda |
| 35. Eureka | 78. Minneapolis | 121. Uniontown |
| 36. Fairway | 79. Mission Hills | 122. Valley Center |
| 37. Florence | 80. Mound City | 123. Wakeeny |
| 38. Ford | 81. Mound Valley | 124. Wakefield |
| 39. Galena | 82. Moundridge | 125. Wamego |
| 40. Garden Plain | 83. Mount Hope | 126. Waterville |
| 41. Garnett | 84. Neodesha | 127. Wellington |
| 42. Goessel | 85. Newton | 128. Winchester |
| 43. Grandview Plaza | 86. Norton | 129. Winona |

ORDINANCE NO. 22-3413

AN ORDINANCE AMENDING CHAPTER 1, ARTICLE 11 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS BY ADDING SECTION 1-1113 TO PROVIDE FOR THE ASSESSMENT OF FEES AND COSTS INCURRED IN CONNECTION WITH THE COLLECTION OF DEBTS OWED TO THE CITY OF ABILENE, KANSAS.

BE IT ORDAINED, BY THE GOVERNING BODY OF THE CITY OF ABILENE, KANSAS:

SECTION 1. Chapter 1, Article 11 of the City Code of the City of Abilene, Kansas is hereby amended by adding a new Section 1-1113 to read as follows:

1-1113. Costs of collection for debts owed to city.

- (a) Any person liable for the payment of any fee, charge, fine, cost, assessment, or other debt of any type or description due and owing to the city, together with any interest accrued thereon, shall pay any and all reasonable costs of collection related thereto.
- (b) For purposes of this section, costs of collection include, but are not limited to, court costs, surcharges, attorney fees, and collection agency fees, except that such costs of collection may not include both attorney fees and collection agency fees.

SECTION 2. This ordinance shall be in full force and effect from and after its adoption and publication once in the official city newspaper by the following summary:

Ordinance No. 22-3413 Summary

On February 28, 2022, the City Commission passed Ordinance No. 22-3413. The ordinance amends Chapter 1, Article 11 of the City Code of the City of Abilene, Kansas by adding Section 1-1113 to provide for the assessment and recovery of fees and costs incurred in connection with the collection of debts owed to the City of Abilene, Kansas. A complete copy of the ordinance is available online at www.abilenecityhall.com or in the office of the City Clerk, 419 N. Broadway Street in Abilene, Kansas, free of charge. This summary is certified by the City's legal counsel.

APPROVED AND PASSED by the Governing Body of the City of Abilene, Kansas, this 28th day of February, 2022.

Dee Marshall, Mayor

Attest:

Shayla Mohr, City Clerk

The publication summary set forth above is certified this 28th day of February, 2022.

Aaron O. Martin, Legal Counsel

GOVERNMENT COLLECTION CONTRACT

THIS AGREEMENT made and entered into this ____ day of _____, _____ by and between CBK, Inc., a corporation hereinafter referred to as "AGENCY" and, _____, a governmental entity, hereinafter referred to as "CLIENT".

WITNESSETH:

WHEREAS, CLIENT desires to designate various accounts for collections; and WHEREAS, Agency desires to accept and pursue said claims.

NOW THEREFORE, in consideration of mutual covenants herein contained, the parties hereto do agree as follows:

1. Agency will use its best efforts and resources to collect accounts forwarded. Collection activities shall be in compliance with Federal, State and Local laws and regulations, including the Fair Debt Collection Practices Act. Agency shall be courteous and businesslike, consistent with the image and reputation of Client. To the best of their ability, Client warrants that all accounts are valid and legally enforceable debts. Client will send accurate and legitimate claims and further agrees to cooperate with Agency in the investigation of the same, which includes providing documentation supporting the claim as may be requested by Agency, and to keep Agency apprised of any changes in circumstance or information regarding the same. Agency shall be entitled to the contingency fee and costs on the accounts forwarded as stated below, upon the Agency sending its first communication to Debtor.
2. Fees and Charges
 - a. AGENCY/ AR; Agency shall charge, and Client agrees to pay Agency, a fee on principal amounts collected at a rate of 30 % on all accounts forwarded to Agency (in the event the Client has an Ordinance, agreement, or contract in place allowing for fees to be added to the debt, Agency would then add the percentage to the amount turned for collection).
 - b. Municipal Court Debts: The cost of collections for these debts will be added to the amount forwarded and charged to the debtor. Agency will pay Client 100% of the amount forwarded, when collected. The rate the Agency will charge for these debts will be 30 %.
 - c. AGENCY/ CHECKS; At the election of the Client, Agency will collect on returned checks that are sent both electronically and manually. Agency will pay the Client **100%** of the face amount collected and 0 % of any Returned Check Service Fee on all checks when collected by Agency or through the efforts of Agency. Agency will also pay the Client 0 % of any damages collected on any check that is collected through legal action. Agency shall retain any attorney fees assessed, pursuant to statute. Agency shall remit payment to Client for all returned checks collected for the previous month by the 10th of the following month. Check Clients must provide the attached Addendum A with this agreement.
 - d. All interest that is charged on all accounts forwarded to Agency by Client will be split at a rate of 0 % for the Client and 100 % for the Agency.
 - e. REFERRAL TO ATTORNEY; The Agency shall institute legal proceedings in the name of Client with the attorney of Agency's choosing. This includes the selection of local counsel that may appear on behalf of Client. Client has the right to object to the use of any attorney with good cause, to include conflicts. All litigation instituted shall be in the name of the Client and all court costs, surcharges, and other litigation expenses will be advanced by Agency and said funds will be deducted off the following Client's transmittal disbursement to reimburse the Agency.
 - i. The fees stated in (c) are intended to cover a routine case through the district court level. Unusual situations, such as counter claims, appeals, or bankruptcy litigation, are not covered. In the event of such unusual situations, cross petition or any other claim, Agency will advise Client in a timely matter. Client has the option to either recall the matter and defend the counter claim or have the Agency's attorney proceed with the representation of the matter at a mutually agreed upon hourly rate.
 - ii. In the event that Client's cases or claims are referred out of state, the contingency fee agreement shall be increased to 50%, as allowed by law.
3. STATEMENTS; The Agency will submit monthly statements to Client of the net amount received the previous calendar month, by the 10th of the month following collection, along with the remittance of all monies recovered minus Agency fee. The Client shall report payments (via fax, Client Portal, email, or through another form of communication agreed upon by both parties) at the time of receipt on accounts assigned to the Agency. Said statements shall be sent to Client at

_____ or another address designated by the Client in writing. The Client agrees to remit to Agency any amount due to Agency within thirty (30) days of receipt of the monthly statement.

4. RECORDS; The Agency will maintain records as they pertain to each account in such a manner as to be auditable by Client during normal working business hours upon reasonable notice given to Agency.
5. COMPROMISE SETTLEMENT; Agency shall not have authority to accept a compromise settlement on the amount forwarded, without the Client's prior approval.
6. TERM; This Agreement shall remain in full force and effect for twenty-four (24) months. This contract shall renew upon the initial and subsequent anniversary dates for a length of time equal to the initial term stated in this agreement, unless notice is received by either party of intent of non-renewal at least 90 days prior to the anniversary date.
7. TERMINATION; Either party may terminate this Agreement (with or without cause and without penalty) by giving thirty (30) days written notice of termination to the other party. For accounts on which judgment has been rendered through the means of legal action, Agency will charge and Client agrees to pay, the same fee Agency would have been entitled to receive on such accounts if the Agreement had not been terminated.
8. REPORTS; Agency shall submit the following reports to Client monthly:
 - a. Acknowledgment (Report sent based on when Client forwards accounts...monthly, bi monthly or weekly)
 - b. Cancellation/Deletion
 - c. Transmittal/Client Statement
9. INDEMNITY;
 - a. Agency agrees to defend and hold the Client harmless from and against any and all claims, judgments, costs, liabilities, negligent or wrongful acts, damages and expenses, including reasonable attorney fees and court costs occasioned by, arising out of, related to, or in connection with any fact or omission of the Agency and its employees and agents, or any of them from failure of the Agency to comply with the provisions of this Agreement.
 - b. Client agrees to defend and hold the Agency harmless from and against any and all claims, judgments, costs, liabilities, negligent or wrongful acts, damages and expenses, including reasonable attorney fees and court costs occasioned by or arising out of, related to, or in connection with any act or omission of the Client and its employees or from failure of the Client to comply with the provisions of the Agreement.
10. GENERAL PROVISIONS;
 - a. Agency shall serve as an independent contractor. This agreement does not constitute an employer/employee relationship.
 - b. The captions of this Agreement are for convenience only and are not to be construed as modifying the text of the Agreement.
 - c. All terms and conditions of this Agreement are severable. If one or more of the terms and conditions are deemed unenforceable, the remainder shall continue in full force and effect.
 - d. This Agreement constitutes the entire Agreement of the parties and cannot be modified without a writing signed by both parties.
 - e. All notices required under this Agreement shall be in writing and sent Certified Mail, Return Receipt Requested, and shall be effective upon receipt.
 - f. Client agrees to comply with all applicable laws, rules and regulations relating to the services provided hereunder. This agreement shall be governed by and construed in accordance with the laws of the State of Kansas. Client may assign this Agreement only with prior written consent of Agency. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Agency and the heirs, executor, administrators, successors, and assigns of Client.
 - g. This Agreement shall become effective as of the date listed below and shall remain in effect until either party serves 30 day written notice to the other. Amendments to fees and charges shall take effect immediately. Other such amendments shall be effective thirty (30) days from mailing, except as specifically provided herein; this Agreement may not be altered, amended, or otherwise varied except by written mutual agreement of the parties.
11. CONFIDENTIALITY; Agency shall not disclose information relating to the debtor(s) to persons other than debtor(s), parents, or guardians of debtor(s) as necessary for payment purposes. Agency shall not disclose information relating to Client's operations without written consent of the Client or duly issued Court process or orders. It is mutually understood that the Agency's obligation to not disclose confidential and proprietary Client information hereunder shall survive the termination of this Agreement. The terms and conditions of this agreement will not be disclosed to anyone or any entity without written authorization.
12. ENTIRE AGREEMENT; This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings, and can be changed only by written agreement signed by all parties. This agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and

the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile and/or email shall be effective as delivery of a manually executed counterpart of this Agreement.

13. Where Applicable and under the Health Insurance and Portability and Accountability Act of 1996 (HIPAA), the Client is required to enter into specific Business Associate Agreements setting forth requirements of their agents relative to maintaining the privacy and confidentiality of patient-identifiable health information. To comply with this requirement, the parties agree to enter into a separate Business Associate Agreement meeting the requirements of HIPAA, prior to April 14, 2003.
14. Where applicable, and for all consumer debts, Agency further agrees to comply with the Fair Debt Collection Practices Act (FDCPA), known as Public Law #95-109.
15. Any and all notices required herein, shall be sent to the addressee and address as designated below under AGENCY and CLIENT.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate.

AGENCY:

CLIENT:

CBK, Inc.

Address:

3615 SW 29th St

Topeka, KS 66614

Authorized Representative:

Name: _____ (please print)

Signature: _____

Title: _____

Date: _____

Address:

Phone: _____

Authorized Representative:

Name: _____ (please print)

Signature: _____

Title: _____

Date: _____



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

2/21/2022
2/28/2022

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Administration

Ron Marsh

AGENDA ITEM HEADING:

Proposal for disposition of seats from civic auditorium

BACKGROUND:

See the attached proposal from Joseph Tatner regarding the seating in the civic auditorium.

Staff sees no issues with moving forward with the proposal. There is precedent as some seating has already been removed from the auditorium.

FISCAL NOTE:

None other than potential revenue from sales.

COMMISSION ACTION:

Recommend approving proposal with Joseph Tatner

Proposal for Abilene City Commission Review

From: Joseph Tatner

Re: Auditorium Seating

Background: The city has 280 total theater seats remaining in the civic auditorium that have sat unused for years and are deteriorating. Some have already been removed, leaving blank areas on the floor where the seats used to be. All must be removed before any renovation of the building, and the seats themselves cannot be reused, because many are damaged and cannot be replaced with matching seats. Photos are attached. I would like to rescue some of these seats for their historical significance, in the same manner as I am helping to rescue the Lebold Mansion.

The Lebold Mansion is one of the most well-known old mansions in the United States and is one of the 8 Architectural Wonders of Kansas, so this would be a perfect location for some of the seats. After the extensive damage done to the property by the last owner, I am renovating the mansion as best I can, and am in the process of adding a mini theater in the basement, using crown molding from the 1800's that was left unused in the garage. Theater seats from the auditorium would be perfect for this use, and would become part of the property for future generations to enjoy. I believe it is well-known how I share the property with the public. I can think of no more fitting use for these seats than serving a new public purpose in the mansion.

Proposal: I would like the city to donate 40 of the best seats and hardware, plus 7 left-end pieces and 7 right-end pieces. This will allow 5 rows of 7 seats each or 6 rows of 6 seats each, plus extras to use as replacements in the event of future damage or degradation over the years. In addition to inspecting and categorizing all existing seats in detail, I would be willing to help sell the remaining seats to raise money for the auditorium's renovation, or any other use of the funds the city may deem appropriate. Payments would be made directly to the city and the buyers would need to pick them up themselves.

This is a win-win for all concerned (especially the citizens of Abilene), and a fitting use of these historic seats in a historic local property. There is no cost to the city, part of its history will be preserved, the city has the potential to make money, and the tragedy of allowing all these seats to rot for no reason will be avoided.

Thank you for your consideration!

Sincerely,

Joseph Tatner
106 N Vine Street, Abilene, KS 67410
785-571-9296



Miscellaneous Hardware



Damaged Wood Veneer



Damaged Wood Veneer



Nice Seat, but Spider Eggs



Damaged Wood Veneer



Old Crown Molding Gets New Life!



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

2/21/2022 &
2/28/2022

Originating Department

Public Works

Prepared By:

Lon Schrader

Approved For Agenda By:
(Office Use Only)

AGENDA ITEM HEADING:

Street Rehabilitation Project

BACKGROUND:

Prepared in May of 2021, the original Street Rehabilitation Project #21-1SR was approved by the City Commission on 6/14/2021 with APAC, Kansas Inc. for \$431,020.52. Additional concrete work totaling \$11,518 was added by a change order on 10/14/2021. APAC's concrete sub-contractor could not get their part done and as cold weather came on, the work was postponed until after early 2022. With two large and costly projects ahead in 2023, street rehab work for 2022 will be scaled back. With APAC mobilizing this spring, I have proposed adding several streets for 2022 paving to the unfinished 2021 work, requesting that the work being done at or near the original contract price.

The proposed street resurfacing includes work on Washington, NW 10th, N. Brown, and Tom Smith Circle, and at the city yard. In negotiations with APAC, due to a significant increase in asphalt oil, they have requested an additional \$4 per ton to the unit cost for the 968 tons of additional asphalt, adding \$3,875. Considering that there will be no changes to the original mobilization and traffic control figures which combined are just over \$32,000. Their request is very fair, and I recommend moving forward.

FISCAL NOTE:

Total additional cost to the June 2021 contract, including the October 2021 change order will be \$113,282.

Funds are available in the Special Street Projects Fund.

COMMISSION ACTION OPTIONS:

Approval of all phases of this project.

**REQUEST FOR PURCHASE
INFORMAL BID FORM**

Department Parks & Recreation Date 2/17/2022

Purchase Order No. _____ Invoice No. _____

Fund & Line Item 015-158-5-302.60 Budget Amount \$160,000

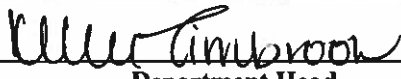
Vendor Awarded Bid Mid American Courtworks

Quantity	Item to be Purchased	Price
	Eisenhower Tennis Court Renovation	\$159,600

Material or Service description and Usage Renovate Eisenhower Tennis Courts and update fence. Courts are badly cracked as well as the foundation underneath. Proposal will build 2 new post tensioned tennis courts, repaint lines and add pickleball lines to both courts.

A MINIMUM OF THREE BIDS ARE REQUIRED

Vendor	Contact Person	Type of Contact (Called, Email, Mail)	Comparative Prices
Mid American Courtworks	Darrel Snyder	Call, Email, In person visit	\$159,000.00
Pro Track & Tennis	Jeff Simmons	Call, Email, In person visit	\$92,056.00
Riggs Track & Tennis	No Response	No Response	No Bid

Signed: 
Department Head

Approved: _____
City Manager

Date or Contract or Bid _____
Appendix A



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

2/28/2022

Originating Department

Parks & Recreation

Prepared By:

Kellee Timbrook

Approved For Agenda By:
(Office Use Only)

AGENDA ITEM HEADING:

Eisenhower Tennis Court Renovation

BACKGROUND:

The department is requesting approval for the renovation of the Eisenhower Tennis Courts. The current courts have deep cracks in the surface as well as in the foundation. There are many low spots that hold water after a rain or snow. By building 2 new post-tensioned courts on top of the existing courts, this will prolong the life of the courts. There will be 2 pickleball court lines added to the tennis courts.

This will be the first approval request for this project. The department is also working on bids for new lighting, parking area with new asphalt, striping and parking bumpers, and a new drinking fountain. The total project will not exceed \$250,000.

This renovation was budgeted for 2022 with carryover funds from the 2021 Recreation budget.

FISCAL NOTE:

Tennis court renovation \$159,600, Lighting not to exceed \$60,000, Parking not to exceed \$20,000, Drinking Fountain \$4300.

COMMISSION ACTION:

Approve tennis renovation bid from Mid American Courtworks for \$159,600.

Memorandum

1-18-22

To: Ron Marsh, City Manager and City Commission
From: Kellee Timbrook
Subj: Eisenhower Tennis Courts

The tennis courts at Eisenhower Park are in need of renovation. There are many deep cracks on the surface as well as cracks down in the foundation. There are uneven and low spots where water lays after a rain or snow that deteriorates the surface. There were two bids submitted for this job. One was from Mid-American Courtworks who have done the overlay and painting in the past on the tennis courts as well as the outdoor basketball courts. Their bid includes building 2 new post tensioned courts on top of existing courts, new surface with court lines for tennis and pickleball. The bid also includes an option for painting the existing fence and reinstalling the current fence screen that is in place. They will cut the west side of the fence to a 4ft fence and install a new ADA compliant gate before painting. The other bid is from Pro Track and Tennis. Their bid includes using an armor crack repair, adding a layer of asphalt that would need to be installed by another vendor, and painting new lines on a new surface. This project was budgeted for 2022 with carryover funds from the 2021 Recreation budget.

Other projects for the tennis court renovation will be new lighting, new parking area and a new drinking fountain.

With the conditions of the current tennis courts, we recommend Mid-American Courtworks to prolong the life of the tennis courts.

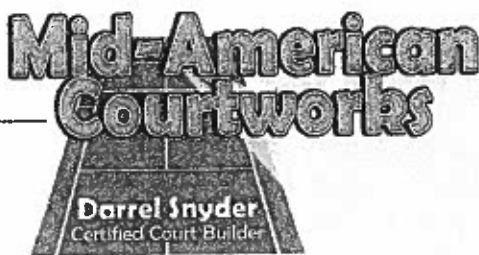
Sincerely,



Kellee Timbrook
Parks & Recreation Director



230 N. Byron Rd.
Wichita, KS 67212



Office/fax: 316.558.5920
Mobile: 316.650.8620
Email: midamericacts@cox.net

DATE: 5-22-19

REVISED: 2-18-21

3rd Revised: 1-7-22

4th Revised: 2-9-22 (Lighting)

ABILENE, KS. TENNIS (pickleball) COURTS

Contractor: Mid-American Courtworks
230 N. Byron Rd., Wichita, KS. 67212
Ph / Fax: (316) 558-5920 / Cell: 650-8620

AND:

TO: CITY OF ABILENE, KS.
Attention: Kellee Timbrook (Director of Parks & Rec. Dept.)
Abilene, KS.
e-mail: (kellee@abilenecityhall.com) Ph.: (785)-263-7266

PROJECT: Refurbishment of 2 existing outdoor tennis courts @ Eisenhower Park. (Courts for both tennis and pickleball play.)

SCOPE OF WORK: Contractor: To provide materials and labor necessary to do the following:

Project Description: The surface is asphalt. The asphalt surface is badly cracked. It needs to be repaired (cracks) but there is no warranty on standard crack repair. Therefore this proposal is to build two (2) new 5-inch thick post-tensioned courts keeping the existing perimeter chain link fence. (120 ft. x 108 ft. area)

Note: Built directly on top of existing 2 courts. An estimated 2-3 inch (Ave.) fine rock base to be installed on top of the old 2 courts and graded. A cable-stressed 5 inch concrete slab is formed and placed. Prior to work, the existing fence fabric to be removed and reinstalled after the post-tensioned concrete slab has been placed. New internal wind-up net posts to be provided with imbedded sleeves. After a 30 day concrete curing period, a new acrylic surface with court lines will be installed, as well as nets with center straps. (Add Costs for painting fence or replacing perimeter fence fabric.

CONCRETE SPECIFICATIONS (Materials and Labor): (2 Tennis Courts: 120 ft. x 108 ft.)

1. Remove the perimeter fence chain link fabric. Keep the fence posts in place. (Add cost to paint posts & fabric)
2. Laser-grade 2-3 inch (Ave.) leveling course of limestone screenings on top of the existing old asphalt courts.
Note: The existing courts fall west to east. Placement of screenings will be done so that final slope of courts west to east has about 1 inch of fall for every 10 lineal feet. (About 11 inches of fall total)
3. Set corner stakes (batter boards) to the future court elevations (with slope).
4. Provide a 12 inch deep by 12 inch wide perimeter thickened edge.
5. Install perimeter forms to the proper surface elevations, planarity and slope.
6. Set new net post sleeves and center strap tie down pins, as well additional tie down pins to lower the tennis net for pickleball.
6. Install 2 layers of 6 ml. plastic. (Vapor barrier)
7. If the perimeter edges of the new slab extend beyond any fence posts, wrap the bottoms of the fence posts as well as any protruding net post sleeves and tie down pins with flexible foam. (This is to minimize resistance by obstructions to the future stress applied to the edges of the new slab.)
8. Install 1/2 inch post-tensioned concrete cables. Cables to be spaced an average of three ft. (2'-9") on center running both directions.
9. Reinforce perimeter edge with #4 rebar running continuously around the edge and secured just in front and on top as well as below the cable anchors. Chair the cables at the cable intersections.

COURT SURFACING • POST-TENSIONED CONCRETE • COURT ACCESSORIES • CONSULTING

"OUR GOAL IS TO EXCEED YOUR EXPECTATIONS"

Pg. 2: Construction Proposal
Eisenhower Park: 2 New Tennis & Pickleball Courts
Date: 12-31-21
Revised: 1-7-22
Lighting Revised: 2-9-22

10. Using a pump truck, place (Laser-screed) a five inch (5") thick concrete slab on top of the cable system.
See recommended concrete mix design below:
4,000 psi concrete shall be mixed and delivered according to ASTM C-94 specifications for ready mixed concrete.
Mix design as follows: Cement--Type I/II, 6 sack unit weight - 142 lbs. per cubic ft., 6 inch maximum slump
Air entrainment - 6%, water/cement ratio - .49/1, 30% rock (1-inch max.)
Mix. 15% fly ash or available additives (water-reducers) to slow down concrete drying time.
11. After and placing and final leveling, apply a broom finish. As soon as it is hard enough to allow foot traffic, spray an acrylic hydro-cure on top of the concrete to help reduce shrinkage cracking. (*Note: Post-T. slabs can form small shrinkage cracks.*)
12. Within 24 hours of pour, remove perimeter forms. Partially stress each cable (30-40%). Within 5-7 days apply a final stress to each cable to the recommended tension. Cable elongations will be measured and recorded to show proper cable tension.
13. Cut the exposed cable edges, and then apply non-shrink grout to those areas.
14. Clean site and back-fill (level) around edges of slab.

FENCE SPECIFICATIONS:

1. After the slab has been poured, the perimeter chain link fence fabric will be re-installed. Cut any exposed fabric above the fence posts due to raising the slab.
2. Repair or replace any damaged fence fabric, damaged rails or bottom tension wire.
3. Existing tennis court fence to have top, middle and bottom tension wire on existing fence. Westside fence (if requested) will be lowered to 4 ft fence except for 20 feet in both north west and south west corners.

NET SPECIFICATIONS:

1. Provide and install black internal-windup 2-7/8" Premier XS posts (Black). Posts set in pre-set sleeves.
2. Provide and install new double-mesh top nets and adjustable center straps. Provide additional center straps for both courts to lower the net for both courts for pickleball play.

SURFACE SPECIFICATIONS: (Non-Cushioned Acrylic Color System)

1. After a 30 day concrete curing period the following steps will be taken to surface the concrete using an acrylic color system as follows: (Surfacing must be done when temperatures are at least 55 degrees for at least 6 hrs. per day and air is dry.)
 - a.) Acid-etch the surface of the concrete and wash off the excess with pressure washer.
 - b.) Apply prime coat.
 - c.) Using Patch Binder, level low spots to within 1/16th inch tolerance. (No standing water deeper than a nickel.)
 - d.) Apply one (1) coat of Acrylic Resurfacer mixed with select sand.
 - e.) Apply two (2) coats of Color mixed with select silica sand. Color(s) to be determined by Owner.
2. Tape, prime, and apply 2 coats of white textured line paint for USTA tennis court play as well as paint (alternate color) lines on both courts for or USAPA pickleball play.

BASE PRICE COST: \$153,800.00 ☒ (To Accept Check Here)

ADD COST OPTIONS:

A.) Paint existing fence:

1. Existing fence posts, rails, fence fittings and fabric to be painted with special paint (for metal) by Sherwin Williams primer & color applied to posts, rails and fabric. Paint to be black gloss.
3. Change west side entry gate to 4 ft. width rather than existing 3 ft. width per ADA specifications.

ADD COST: \$5,800.00 ☒ (To Accept Check Here)

B.) New Fence Fabric:

1. Install new black fence fabric 1-3/4" diamond mesh for both courts (8 gauge finish).
2. Fabric to be installed on the inside of the fence posts.

ADD COST: \$10,750.00 ☐ (To Accept Check Here)

Pg. 3: Construction Proposal
Eisenhower Park: 2 New Tennis & Pickleball Courts
Date: 12-31-21
Revised: 1-7-22
Lighting Revised: 2-9-22

C.) Contractor (Mid-American Courtworks) to provide (Materials Only—Installation by Others)

1. Four (4) 25 ft. round straight steel light poles (5 in. diameter), 11 gauge. (Black)
2. Twelve (12) Shinetoo G-1 LED 400 watt light fixtures (3 per pole)
3. Four (4) Bracket arms for attachment of light fixtures to pole
(www.jmclightingllc.com)

ADD COST \$20,400.00 (To Accept Check Here)

D.) Contractor (Mid-American Courtworks) to provide 4 concrete footings.

Footings to have anchor bolts and electrical conduit stubbed out to both sides of the 2 cts.

Conduit to run to 1 designated location where power (transformer) is located.

Note: Installation of poles, fixtures, wiring and lighting controls not included

ADD COST: \$2,000.00 (To Accept Check Here)

Contract Sums and Totals: Owner (City of Abilene, KS.) to pay Mid-American Courtworks the agreed amount

"as selected above":

\$ _____

GENERAL TERMS AND CONDITIONS:

1. One (1) year warranty on materials and workmanship.
2. Terms: 10% down. Schedule of Values Sheet with monthly draws on completed work. Balance due upon completion of work. Down payment applied to last pay request. Contract price "includes" applicable sales taxes.
Owner to provide State Sales Tax Exemption Certificate to avoid tax on material used.
3. Owner to provide Contractor with water for cleaning and mixing materials.
4. Work scheduled upon receipt of Signed Contract. (Spring / Summer 2022)
5. This proposal is good for 45 days from the origination date (2-9-22).
6. Work to be done when weather is warm and dry, and when Contractor has available crews to properly schedule consistent work. Post-tensioned concrete normally takes 2 weeks to build and 30 days for the concrete to fully cure before it can be surfaced.

SUPPLEMENTAL TERMS AND CONDITIONS:

All material is guaranteed to be as specified. All work to be finished in a workmanlike manner according to standard practices. Any alteration or deviation from the specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. This proposal is subject to acceptance within 45 days and is void thereafter at the option of the undersigned.

All work will be guaranteed for labor and materials for a period of one (1) year from the date of substantial completion except for cracking, peeling, bubbling, due to causes beyond contractor's control. Should the materials prove to be defective or the workmanship faulty, the problems will be remedied within a reasonable time from receipt on notice of the problem, determining factors to be weather and crew schedule.

The payment schedule will be required as follow: 10% down with balance due after monthly pay requests. Down payment applied to last pay request.

Owner shall establish suitable access to the construction site. Potable water will be available within one hundred and fifty feet (150') of the site.

If this proposal is accepted, please sign, indicating which alternates (if any) are accepted and return to the **Wichita Office**—230 N. Byron Rd., Wichita, KS. 67212

This proposal is offered by Contractor:
Mid-American Courtworks

ACCEPTED BY —Owner: City of Abilene, KS.

Printed Name: _____

Signed: _____

Signature: _____

Title: _____

Date: _____

Darrel Snyder—CTCB (Certified Tennis Court Builder)

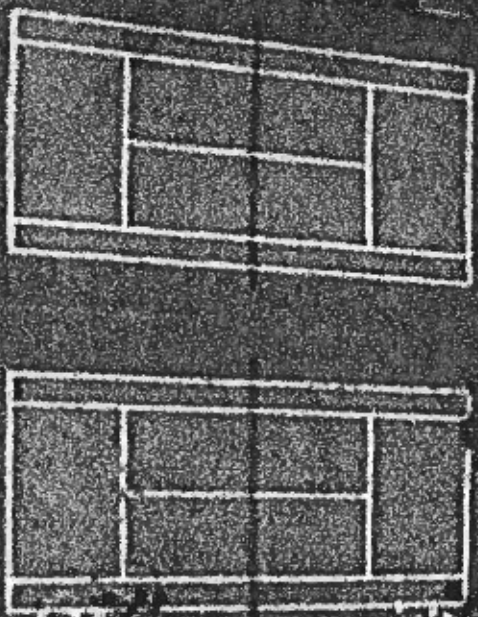
Title: _____

Date: _____

Untitled Map

Write a description for your map.

Legend

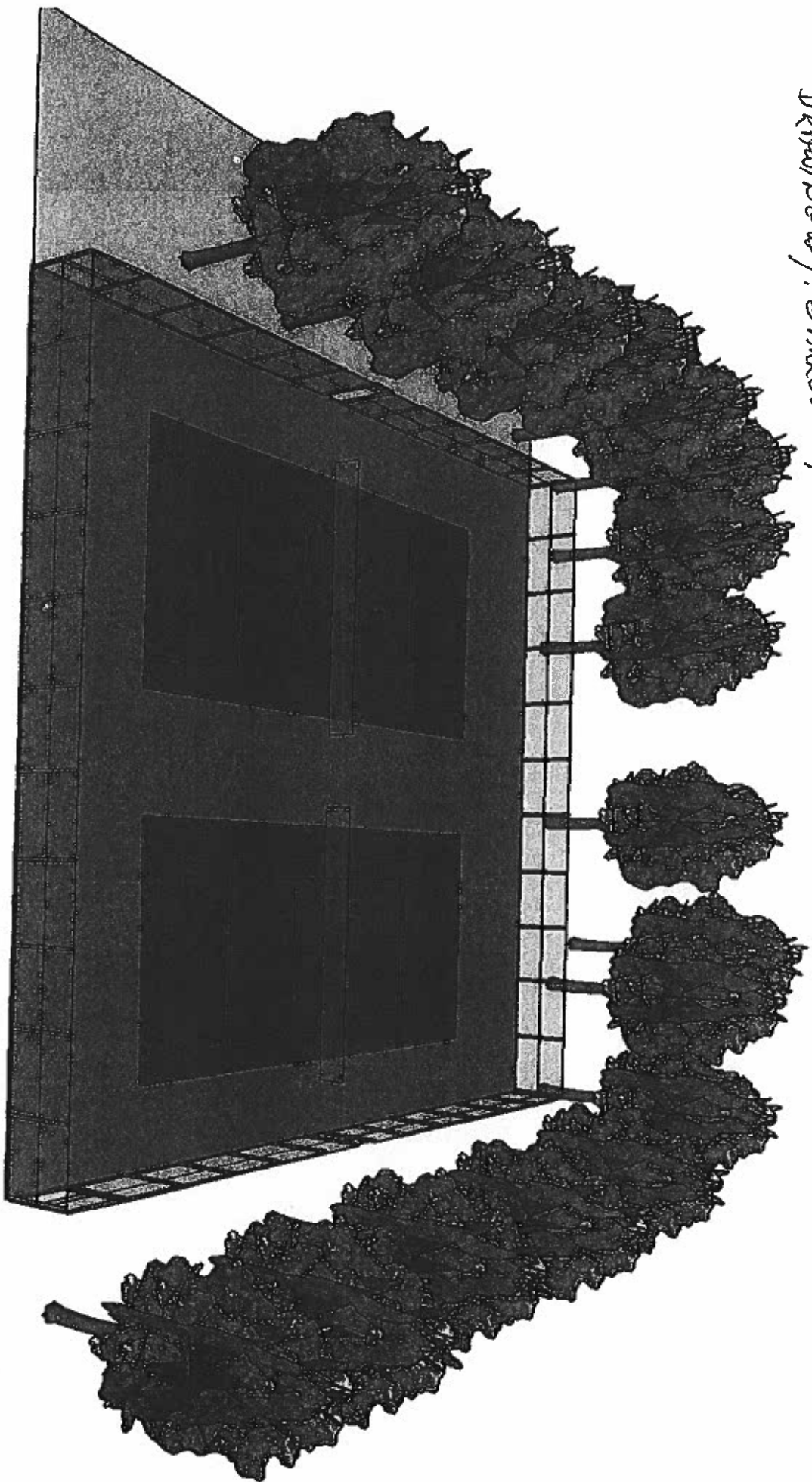


Google Earth

90 ft



Abilene Eisenhower Park
2 new tennis cts + had 11 new pickleball lanes (Tennis NOT used for pickleball)
Dennis By. DAREL Snyder (Mid-American Contractors)



7409 N. 160th Street
Bennington, NE 68007

PH 402.238.2900

PH 800.498.4395

FX 402.238.2987

www.protrackandtennis.com

PRO TRACK AND TENNIS, INC.

Tennis Court Proposal



INNOVATIVE
EXPERIENCED
PROFESSIONAL

We Proudly Present This Proposal To

Kelley Timbrook

Director

City of Abilene Parks & Recreation

1020 NW 8th St.

Abilene, KS 67410

785-263-7266

kelley@abilenecityhall.com

PROPOSED SYSTEM

RESURFACE ASPHALT BASED TENNIS COURT & BASKETBALL COURT

Pro Track and Tennis, Inc. proposes to install the following:

TENNIS COURTS:

1. **OPTION #1:** Install NOVA Sports Color Coating System to two (2) tennis courts.
2. **OPTION #2:** Install NOVA Sports Color Coating System to two (2) courts. This will be on new asphalt installed by others.
3. **OPTION#3:** Armor Crack Repair System. 5 yr. warranty. 2,768 LF.

BASKETBALL COURTS:

4. **OPTION #1:** Install NOVA Sports Color Coating System to three (3) basketball courts.
5. **OPTION #2:** Armor Crack Repair System. 5 yr. warranty. 1,043 LF.

Note: If you recolor the courts again with us within (5) five years, we will extend your Armor warranty for another (5) five years.

The entire court surface will be power washed with 4000psi pressure and a special designed walk behind spinner head that deep cleans and scarifies the surface to give a 100% mechanical bond for the new coatings.



Professional Track and Tennis
A Division of Pro Track and Tennis, Inc. A NE Corporation
800.498.4395 - www.protrackandtennis.com

3 | Page



ref.0035c

ACCEPTANCE OF PROPOSAL

This proposal is valid for 60 days from October 28, 2021.

Pro Track and Tennis, Inc. proposes to furnish labor and material and equipment complete in accordance with the specifications in this proposal for the sum of:

Please initial the appropriate boxes below to designate acceptance of the following options.

TENNIS COURTS:

- | | | |
|--------------------------|--|--------------------|
| ☐ | OPTION #1:
Color Coat Two (2) Courts
Twenty-five thousand dollars | \$25,000.00 |
| ☐ | OPTION #2:
Color Coat Two (2) Courts: New Asphalt
Twenty thousand dollars | \$20,000.00 |
| ☐ | OPTION #3: Add to Option #1 or #2
Armor Crack Repair System-2,768 LF
Forty-seven thousand, fifty-six dollars | \$47,056.00 |

BASKETBALL COURTS:

- | | | |
|--------------------------|---|--------------------|
| ☐ | OPTION #1:
Color Coat Three (3) Courts
Twenty-one thousand dollars | \$21,000.00 |
| ☐ | OPTION #2: Add to Option #1
Armor Crack Repair System-1,043 LF
Seventeen thousand, seven hundred thirty-one dollars | \$17,731.00 |

Payment to be made as follows:

A down payment of 33% is due upon acceptance of proposal. A second installment of 33% is due when the project is 50% complete. The remaining balance is due on the day the job is complete and accepted by the owner.

Acceptance

The above price, specifications and conditions found in this proposal are satisfactory and are hereby accepted. Pro Track and Tennis, Inc. is authorized to do the work as specified. Payment will be made as outlined.

Signature _____

Print _____

City of Abilene, KS

Date _____

Signature _____

Print _____

Pro Track and Tennis, Inc.

Date _____



Professional Track and Tennis
A Division of Pro Track and Tennis, Inc. A NE Corporation
800.498.4395 - www.protrackandtennis.com



**REQUEST FOR PURCHASE
INFORMAL BID FORM**

Department Parks & Recreation Date 2/18/22

Purchase Order No. _____ Invoice No. _____

Fund & Line Item 001-006-5-303.32 , 008-000-5-302.60 **Budget Amount** \$30,000

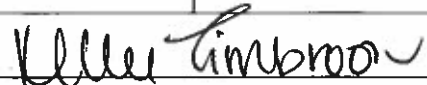
Vendor Awarded Bid Superior Athletic Fields

Quantity	Item to be Purchased	Price
	Repair Ted Power Pitching Mound, Batter's Boxes, Square up field, Replace Base pegs, Level infield, clean lip on infield arc, purchase clay bricks, equipment and materials.	\$11,883.00
	Repair Field 3 & 4 pitching mound, batter's boxes, square up field, replace base pegs, level infield, clean up lip on infield arc, purchase clay bricks, equipment, and materials.	\$13,735.36
	Repair bull pen and add visitor bull pen, purchase clay bricks, equipment, and materials	\$4186.50

Material or Service description and Usage Purchase clay bricks, pitching rubbers, base pegs, pitching anchors, rebuild pitching mounds, batters boxes, clean up arc at infield, repair bull pen.

A MINIMUM OF THREE BIDS ARE REQUIRED

Vendor	Contact Person	Type of Contact (Called, Email, Mail)	Comparative Prices
Superior Athletic Fields	Wade Beal	Call, Email, In person	\$29,804.86
Turf Solutions	Brett Wienes	Call, Email, In person	\$15,454.74 (Ted Power Only)
Midwest Laser & Level	Mitch	Call, Email, In person	No bid yet

Signed:  Approved: _____
Department Head City Manager

Date or Contract or Bid _____
Appendix A



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

2/28/2022

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Parks & Recreation

Kellee Timbrook

AGENDA ITEM HEADING:

Ball Diamond Repairs

BACKGROUND:

The department is requesting approval for repairs at 3 of our ball diamonds.

Ted Power Field-Purchase clay bricks and rebuild pitchers mound and batter's boxes. Reset base plugs, square up field, level out the field where there are low spots, fix bull pen pitching area, cleaning up the lip on infield arc.

Complex Fields 3 & 4 – Purchase clay bricks and rebuild pitcher mounds and batter's boxes. Add pitching rubber anchors, reset base plugs, square up field, level out the field where there are low spots, and clean up the lip on infield arc.

The department would like to complete this project at the beginning of March for the start of spring softball and baseball.

FISCAL NOTE:

\$6892.68 will come out of Park Improvements, and \$22,912.18 will come out of Special Parks.

COMMISSION ACTION:

Approve ball diamond repairs for the amount of \$29,804.86



785-263-2550
419 N. Broadway Abilene, KS 67410
www.abilenecityhall.com

Memorandum

2-18-22

To: Ron Marsh, City Manager and City Commission
From: Kellee Timbrook
Subj: Ball Diamond Repairs

The ball diamonds are in need of repair and renovation. For the upcoming season, we are asking approval to repair the following. For Ted Power field, we would rebuild the pitching mound and batter's boxes, square up the field and add new base anchors, level the field in low spots where water stands, clean up the lip on the infield arc and bring it to the proper distance. Repair and clean up the bull pen area. At the complex for fields 3 and 4, we would rebuild pitching mound and batter's boxes, square up the field and add new base anchors. Add 3 new pitching anchors for multiple pitching distances, level the field in low spots where water stands, and clean up the lip on the infield arc and bring it to the proper distance. Material and equipment needs to be ordered such as clay bricks, pitching rubbers, base and pitching rubber anchors, and infield material.

We are recommending using Superior Athletic Fields to complete this project. They have been amazing to work with and full of information. They are able to do the 3 fields we requested and able to get this done in a timely manner to accommodate our spring sports. Funding for this project will come from Park Improvements (\$6892.68) and Special Parks (\$22,912.18)

Sincerely,

Kellee Timbrook
Parks & Recreation Director



Quote

Superior Athletic Fields

Helping you improve and maintain your athletic complex

Date: 2/18/2022
Invoice #: 190
Customer ID: Tyler
Expiration Date: 3/31/2022

To: Abilene Recreation Commission
Tyler Ediger tyler@abilenecityhallks.onmicrosoft.c
785-263-7266
1020 NW 8th Street
Abilene, Kansas 67410

Salesperson	Job	Payment Terms	Due Date
Wade Beal	Pre Season Work	Due upon receipt	

Qty	Description	Unit Price	Line Total
Baseball	Infield 25,000 sq ft, 90' bases, 60'6", 85'-91' arc		
1.00	Labor	6,775.00	6,775.00
1.00	Infield Essentials	1,031.00	1,031.00
1.00	Mound Clay	2,682.00	2,682.00
1.00	Travel/M meal Expense/Equipment Relocation	1,395.00	1,395.00
Northeast	Infield 15,000 sq ft, 60' 65' 70' bags, 43', 68'-74' arc		
1.00	Labor	3,050.00	3,050.00
1.00	Infield Essentials	1,475.48	1,475.48
1.00	Mound Clay	1,767.20	1,767.20
1.00	Travel/M meal Expense/Equipment Relocation	600.00	600.00
Southeast	Infield 15,000 sq ft, 60' 65' 70' bags, 43', 71'-73' arc		
1.00	Labor	3,000.00	3,000.00
1.00	Infield Essentials	1,475.48	1,475.48
1.00	Mound Clay	1,767.20	1,767.20
1.00	Travel/M meal Expense/Equipment Relocation	600.00	600.00
Baseball	Bull Pen Renovation & Add visitor BP		
1.00	Labor & travel/meal expense	2,275.00	2,275.00
1.00	Materials	768.00	768.00
1.00	Mound Clay	1,143.50	1,143.50

Subtotal \$ 29,804.86
Sales Tax
Total \$ 29,804.86

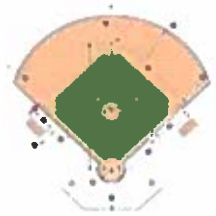
Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below:
(Describe any conditions pertaining to these prices and any additional terms of the agreement.
You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

Thank you for your business!

110 Central, Harper, Kansas 67058 Cell 316-258-0222 Fax 620-896-7222 wbeal@att.net



Quote

Superior Athletic Fields

Helping you improve and maintain your athletic complex

Date: 2/18/2022
 Invoice #: 190
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To: Abilene Recreation Commission
 Tyler Ediger tyler@abilenecityhallks.onmicrosoft.c
 785-263-7266
 1020 NW 8th Street
 Abilene, Kansas 67410

Salesperson	Job	Payment Terms	Due Date
Wade Beal	Pre Season Work	Due upon receipt	

Qty	Description	Unit Price	Line Total
	Infield 25,000 sq ft, 90' bases, 60'6", 85'-91' arc		
1.00	Square and reset field to foul poles & backstop	525.00	525.00
1.00	Measure/cut arc @95' Remove 1150 sq ft of grass	750.00	750.00
1.00	Move current material towards lower areas	1,675.00	1,675.00
1.00	Measure, square & install new home plate	100.00	100.00
1.00	Build batters/catchers boxes (3" clay)	300.00	300.00
1.00	Measure & Install 90' base anchors	100.00	100.00
1.00	Rebuild mound to HS specs install new rubber	1,100.00	1,100.00
1.00	Finish infield with speedmover/bunker rakes/drag	750.00	750.00
1.00	Cut 6"-12" around warning track and remove	1,225.00	1,225.00
1.00	Level warning track with current material	250.00	250.00
60.00	Dura-Edge Mound Clay-Pitchers mound 3"	22.87	1,372.20
60.00	Turfce Mound Clay-Batters/Catchers boxes 3"	21.83	1,309.80
1.00	Infield Essentials from Beacon Athletics	1,031.00	1,031.00
1.00	Equipment Relocation Fee (165)	495.00	495.00
6.00	Travel & Meal Expense	150.00	900.00

Subtotal \$ 11,883.00
 Sales Tax
 Total \$ 11,883.00

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below:
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110 Central, Harper, Kansas 67058 Cell 316-258-0222 Fax 620-896-7222 wbeal@att.net



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Date: 2/18/2022
Invoice #: 191
Customer ID: Tyler
Expiration Date: 3/31/2022

To: Abilene Recreation Commission
Tyler Ediger tyler@abilenecityhallks.onmicrosoft.c
785-263-7266
1020 NW 8th Street
Abilene, Kansas 67410

Salesperson	Job	Payment Terms	Due Date
Wade Beal	Pre Season Work	Due upon receipt	

Qty	Description	Unit Price	Line Total
	Infield 15,000 sq ft, 60' 65' 70' bags, 43', 68'-74' arc		
1.00	Square and reset field to foul poles & backstop	475.00	475.00
1.00	Measure/cut arc @ 73'	225.00	225.00
1.00	Pregrade current material on infield	750.00	750.00
1.00	Measure, square & install new home plate	100.00	100.00
1.00	Build batters/catchers boxes (3" clay)	300.00	300.00
3.00	Measure & Install 60', 65', 70' base anchors	100.00	300.00
3.00	Measure & install 35' 40' 43' pitching anchors	100.00	300.00
1.00	Pack clay in pitchers area for HS ball	100.00	100.00
1.00	Finish infield with speedmover/bunker rakes/drag	500.00	500.00
5.00	80# Concrete bags for anchors	5.50	27.50
20.00	Dura-Edge Mound Clay-Pitchers mound 3"	22.87	457.40
60.00	Surface Mound Clay-Batters/Catchers boxes 3"	21.83	1,309.80
1.00	Infield Essentials from Beacon Athletics & AD Starr	1,447.98	1,447.98
0.00	Equipment Relo Fee (165) Included in Baseball	495.00	
4.00	Travel & Meal Expense	150.00	600.00
	Subtotal	\$	6,892.68
	Sales Tax		
	Total	\$	6,892.68

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below:
(Describe any conditions pertaining to these prices and any additional terms of the agreement.
You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

Thank you for your business!

110 Central, Harper, Kansas 67058 Cell 316-258-0222 Fax 620-896-7222 wbeal@att.net



Quote

Superior Athletic Fields

Helping you improve and maintain your athletic complex

Date: 2/18/2022
Invoice #: 192
Customer ID: Tyler
Expiration Date: 3/31/2022

To: Abilene Recreation Commission
Tyler Ediger tyler@abilenecityhallks.onmicrosoft.c
785-263-7266
1020 NW 8th Street
Abilene, Kansas 67410

Salesperson	Job	Payment Terms	Due Date
Wade Beal	Pre Season Work	Due upon receipt	

Qty	Description	Unit Price	Line Total
	Infield 15,000 sq ft, 60' 65' 70' bags, 43', 71'-73' arc		
1.00	Square and reset field to foul poles & backstop	475.00	475.00
1.00	Measure/cut arc @73'	175.00	175.00
1.00	Pregrade current material on infield	750.00	750.00
1.00	Measure, square & install new home plate	100.00	100.00
1.00	Build batters/catchers boxes (3" clay)	300.00	300.00
3.00	Measure & Install 60', 65', 70' base anchors	100.00	300.00
3.00	Measure & install 35' 40' 43' pitching anchors	100.00	300.00
1.00	Pack clay in pitchers area for HS ball	100.00	100.00
1.00	Finish infield with speedmover/bunker rakes/dregs	500.00	500.00
5.00	80# Concrete bags for anchors	5.50	27.50
20.00	Dura-Edge Mound Clay-Pitchers mound 3"	22.87	457.40
60.00	Turfce Mound Clay-Batters/Catchers boxes 3"	21.83	1,309.80
1.00	Infield Essentials from Beacon Athletics & AD Starr	1,447.98	1,447.98
0.00	Equipment Relo Fee (165) Included in Baseball	495.00	
4.00	Travel & Meal Expense	150.00	600.00

Subtotal	\$	6,842.68
Sales Tax		
Total	\$	6,842.68

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below:
(Describe any conditions pertaining to these prices and any additional terms of the agreement.
You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

Thank you for your business!

110 Central, Harper, Kansas 67058 Cell 316-258-0222 Fax 620-896-7222 wbeal@att.net

Turf Solutions Inc.
967 Comanche Road
McPherson, KS 67460

Proposal

Proposal Date: 2/17/2022

Proposal #: 1049

Project:

Bill To:

Abilene Parks & Recreation
1020 NW Eighth St
Abilene, KS 67410

Description	Est. Hours/Qty.	Rate	Total
Baseball Field Renovation (Washington Street)			
Reconstruct pitcher's mound > Approximately 5.7 tons mound clay > New pitching rubber > All equipment and labor necessary to demo existing pitcher's mound and construct new pitcher's mound > Waste material from existing pitcher's mound disposed of at customer supplied site > Customer to supply ag lime to top new pitcher's mound	1	8,917.01	8,917.01
Reconstruct 2 batter's boxes and catcher's box > Approximately 1.4 tons mound clay > New home plate > All equipment and labor necessary to excavate existing batter's and catcher's boxes and construct new boxes > Waste material from existing boxes disposed of at customer supplied site > Customer to supply ag lime to top new boxes > Must be done with pitcher's mound to receive this pricing	1	3,679.52	3,679.52
Spread 4,000 pounds infield conditioner over infield > Must be done with pitcher's mound to receive this pricing > Customer's choice of brown, orange, or red color	1	1,964.00	1,964.00
Lay out baseball infield > Install new base anchors for 1st, 2nd, and 3rd bases at their proper locations > Must be done with pitcher's mound to receive this pricing	1	894.21	894.21
Pricing good for 7 days from date of issue.		Total	\$15,454.74