



Notice of Study Session
ABILENE PUBLIC LIBRARY
209 NW FOURTH STREET
March 6, 2023 - 4:00 pm

VIEW THIS CITY COMMISSION STUDY SESSION VIRTUALLY AT

www.abilenecityhall.com/watchlive

PURPOSE

The City Commission's study sessions allow the commission to study items thoroughly.

OPEN FORUM

This is an opportunity for citizens to address the Commissioners on issues outside the discussion agenda. Speakers will be allowed a 3-minute time limit.

DISCUSSION ITEMS

1. Insurance Update-Doug Smart, Smart Insurance
2. 2022 Truck Bid Price Increase-Public Works-Water Distribution
3. Resolution authorizing AFD's participation in the Kansas Search and Rescue Response System
4. Sports Complex Feasibility Study – Funding Source Discussion
5. City Banking Services Discussion
6. Remote Attendance Discussion



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

03/06/2023

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Administration

City Manager

AGENDA ITEM HEADING:

2022 Truck Bid Price Increase

BACKGROUND:

At the January 24, 2022, City Commission meeting, the Governing Body approved a bid from Holm Automotive in the amount of \$31,958.00 for ¾ ton pickup truck for the water distribution department. Holm Automotive has recently taken delivery of the truck.

Chris Eckert with Holm notified me that the truck cost had increased from the time of order to the delivery. The new price is \$36,313.00, an increase of \$4355.00.

Reviewing the City's purchasing policy, I view this cost increase as similar to a change order (Section 5). In part, the City Manager can approve change orders the lesser of \$50,000 or 3% of the total contracted price provided sufficient funds exist. Since the amount of the change is greater than 3% of the total bid, the City Commission is required to approve.

The attached documents include a purchase agreement for the new price and the original vs. new price from Holm.

FISCAL CONSIDERATIONS:

Funds are available in the water equipment reserve fund.

RECOMMENDED COMMISSION ACTION:

Approve purchase of the truck from Holm Automotive at the new price.



Purchase Agreement

Chris Eckert
Holm Automotive Center Inc.
2005 North Buckeye Avenue
Abilene, KS 67410

Buyer	Co-Buyer	Vehicle
City Of Abilene L 419 N Broadway Abilene, KS 67410 D: (785) 200-0515, E: (785) 263-3510, C: (785) 200-0515 pwdirect@abilenecityhall.com		2023 Chevrolet Silverado 2500HD VIN: 1GB0WLE73PF243710 Stock #: 23T79 Mileage: Color:

Purchase Details	
Government Fees:	\$0.00
Proc/Doc Fees:	\$0.00
Total Taxes:	\$0.00
Total Sales Price:	\$36,313.00
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
Cash Price:	\$36,313.00

X

Customer Signature

Date

X

Manager Signature

Date

Disclaimer:

All figures are plus Administrative Fee (\$399) and Taxes.
All offers expire in 24 hours.

Printed 3/1/23 1:40 PM

2/28/23



Vehicle Locator

Detail Report for Customer

HOLM AUTOMOTIVE CENTER, INC.
2005 N BUCKEYE, ABILENE, KS, 67410
785-263-4000

Customer/Company:

Sales Consultant:

Chris Eckert

Address:

Vehicle #1: 2023 Chevrolet 2500HD Silverado	VIN/Order #	MSRP	Stock #
	1GB0WLE73PF243710	\$43,585.00	23T79
Additional Vehicle Information		SOLD - CE	
GM Marketing Information			

Body Style: CC20903-LWB, 2WD, Reg Cab Pickup
PEG: Work Truck Preferred Equipment Group-1WT
Primary Color: Summit White-GAZ
Trim: 1WT/1FL-Cloth, Jet Black, Interior Trim-H1T
Engine: Engine: 6.6L, V-8, SIDI-L8T
Transmission: 6-Speed Automatic-MYD

Options: 1WT Convenience 1 Package-PCV
1WT/1FL-Cloth, Jet Black, Interior Trim-H1T
6-Speed Automatic-MYD
Alternator, 170 AMP-KW7
Auto Locking Differential, Rear-G80
Back-Up Alarm Calibration (SEO)-SFW
Bumper: Rear Delete-9J4
Chevrolet Infotainment, 7" Color Screen-IOR
Cooler, Engine Oil-KC4
Cruise Control-K34
Defogger, Rear Window, Electric-C49
Delete: Pick-Up Box-ZW9
Engine: 6.6L, V-8, SIDI-L8T
Federal Emissions-FE9
Floor Covering: Rubberized Vinyl, Black-BG9
GVW Rating 9900 Lbs-C4M
Glass, Deep Tinted-AKO
Heavy Duty Air Filter-K47

Holdback N/A, Dealer Fleet Assistance-VQ2
Integrated Trailer Brake Controller-JL1
Keyless Remote Entry-AQQ
LPO - Assist Steps, Work, Black-VQO
LPO Processing Option-YM8
Mirrors, O/S: Man. Ext & Folding, Heat, Turn
Indicator-DBG
Power Door Locks-AU3
Rear Axle: 3.73 Ratio-GT4
Recovery Hooks-V76
SEO Processing Option-YK6
Seats: Front 40/20/40 Split-Bench, Uplevel-AE7
Spare Tire Delete (SEO)-9L3
Summit White-GAZ
Tires: LT245/75 R17E All Season, Blackwall-QHQ
Transmission Cooling System-KNP
Wheels: 17" Steel, Painted-PYN
Work Truck Preferred Equipment Group-1WT

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

Original Bid Jan/2022

Current Pricing

MSRP \$39,230

MSRP \$43,585

Discount
and Fleet - 7272
Assist

#31,958

Discount
and Fleet - 7272
Assist

#36,313

Difference
4,355



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

03/06/2023

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Administration

City Manager

AGENDA ITEM HEADING:

Resolution Authorizing AFD to Participate in the Kansas Search and Rescue Response System

BACKGROUND:

The attached resolution grants the city manager or his designee to sign the Memorandum of Understanding with the State Fire Marshal for participation in the Kansas Search and Rescue Response System.

FISCAL CONSIDERATIONS:

Reimbursement mechanisms for training and deployment are found in section 3.5 of the attached MOU.

RECOMMENDED COMMISSION ACTION:

Recommend approval of the resolution

RESOLUTION NUMBER 031323-1

A RESOLUTION AUTHORIZING THE CITY OF ABILENE FIRE DEPARTMENT'S PARTICIPATION IN THE KANSAS SEARCH AND RESCUE RESPONSE SYSTEM AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE OFFICE OF THE STATE FIRE MARSHALL TO IDENTIFY THE ROLES AND RESPONSIBILITIES OF EACH PARTY AS THEY RELATE TO THE DEVELOPMENT AND DEPLOYMENT OF URBAN SEARCH AND RESCUE RESOURCES.

BE IT RESOLVED by the Governing Body of the City of Abilene, Kansas:

Section 1. The City of Abilene Fire Department is authorized to serve and act as a participating agency in the Kansas Search and Rescue Response System for purposes of serving as part of a regional search and rescue team organized for the purpose of responding to search and rescue incidents.

Section 2. The City Manager or his designee is authorized to execute a Memorandum of Understanding with the Office of the State Fire Marshall to identify the roles and responsibilities of each party as they relate to the City of Abilene's participation in the Kansas Search and Rescue Response System and the development and deployment of urban search and rescue resources.

Section 3. This resolution shall be in full force and effect from and after its adoption.

Adopted by the Governing Body and signed by the Mayor this 13th day of March 2023.

Trevor D. Witt, Mayor

(SEAL)

ATTEST:

Shayla L. Mohr, City Clerk



**PARTICIPATING AGENCY
MEMORANDUM OF UNDERSTANDING (MOU)**

Between the Office of the State Fire Marshal (OSFM) and

As a Participating Agency in the Kansas Search & Rescue Response System

1.0 Purpose

The purpose of this Memorandum of Understanding (MOU) is to identify the roles and responsibilities of each party as they relate to the development and deployment of Urban Search & Rescue (US&R) resources.

This MOU is intended to:

- Coordinate and support the development of comprehensive regional and state plans that will provide for a coordinated response by Urban Search & Rescue (US&R) resources.
- Coordinate regional and state efforts through equipment standardization, training, and operational guidelines.
- Maintain consistency and coordination with other regional, state, and federal resources, including federal and state US&R task forces and/or teams.
- Provide for the availability of services and expertise required to respond to disaster events where such services and expertise are not available on staff at a Participating Agency in the state.

2.0 Background

Urban Search & Rescue is a multi-hazard discipline that involves the location, extrication, and initial medical stabilization of victims trapped or missing because of a man-made or natural disaster. While a tornado or other significant weather event is often the cause, victims can also be trapped by events such as winter storms, mine or bridge collapses, wide area flooding, or other significant events. These events can occur in rural areas, suburban areas, or in densely populated urban areas. They may be slow in developing, as in the case of winter storms or wide area river flooding, or they may be sudden, as in the case of an earthquake, explosion, or tornado.

Since these types of catastrophic events can quickly overwhelm first responders, it is critical that there is a comprehensive statewide response system in place that can quickly provide resources for search and rescue operations that are beyond the capabilities of local responders. These events require a highly coordinated response by personnel specially trained and equipped to deal with the unique challenges presented by collapsed or unstable structures, floods, or other complex rescue situations.

House Bill 2097, which was enacted by the Kansas Legislature in May 2015 and codified at K.S.A. 75-1518, et seq., designated the OSFM as the Administrative Agency for the Kansas Search & Rescue Response System, and authorized the OSFM to enter into Agreements to establish regional search and rescue teams to respond to search and rescue incidents. HB 2097 further authorized the OSFM to develop rules and regulations governing the composition, training requirements, response, and operations of those regional search and rescue teams.

The State of Kansas is divided geographically into seven (7) Homeland Security regions: Northwest (NW), Southwest (SW), North Central (NC), South Central (SC), Northeast (NE), Southeast (SE), and the Kansas City Metro (KCM). According to the capability identified in each region, a US&R resource (Task Force or Team) made up of **Participating Agencies** and **Affiliated Members** was formed and typed according to the National Incident Management System (NIMS) "Resource Typing Definitions for Mass Search and Rescue Operations." To provide oversight and coordination for each regional US&R resource, one (1) Participating Agency in each region was designated as the **Sponsoring Agency**.

Affiliated Members are individuals that are not employed by one of the Participating Agencies in a region and generally staff critical positions required on a US&R resource, i.e. canine handlers, physicians, or engineers. Other positions on a US&R resource may also be filled by professionals not employed by a Participating Agency.

3.0 Office of the State Fire Marshal Responsibilities

The OSFM agrees to:

- Serve as the primary point of contact for interstate or intrastate requests for US&R resources.
- Provide administrative oversight for the typing and credentialing of the regional US&R resources.
- Coordinate and support strategic planning for the development of the Kansas Search Rescue Response System and assist with strategic planning for each regional US&R resource.
- Adopt and support the national US&R standard and assist the regional US&R resources in meeting that standard as it applies to the typing of each resource.
- Develop plans, policies & procedures, standard operating guidelines, etc. to support the Kansas Search & Rescue Response System and assist in the development of the same for each regional US&R resource.
- Coordinate the statewide standardization of US&R equipment and personnel using the state's Comprehensive Resource Management & Credentialing System (CRMCS).
- Provide and maintain system wide communications through policy development and the management of a statewide notification and alerting system.
- Pursue Agreements, policies/procedures, etc. that will allow other deployable individuals to respond with or assist the regional US&R resources. *Examples include canine handlers, physicians, engineers, or other professionals not employed by a Participating Agency.*
- Develop other ancillary resources and Agreements that will support the individual and regional US&R resources during training, exercise, and disaster response.
- Coordinate and/or deliver the training and exercise required for members to meet the position specific training requirements contained in the national US&R standard.

3.5 Reimbursement

Training/Exercise

- Reimbursement for training and/or exercise attended by any Agency member is subject to the guidelines set forth in Administrative Guideline 03 – Member & Agency Reimbursement.

Incident Response

- Reimbursement for incident response by any Agency member is subject to the guidelines set forth in Administrative Guideline 03 – Member & Agency Reimbursement.

4.0 Participating Agency Responsibilities

As a Participating Agency, the Agency agrees to:

- Provide an “enabling authority” through resolution, executive order, or other such document as utilized by the Agency’s governing body to authorize the Chief/Director to participate in the Kansas Search and Rescue Response System.
- Participate in strategic planning at the agency, regional and state level for the development of a state search and rescue response system.
- Participate in the development and maintenance of a regional US&R resource that is typed according to the NIMS Resource Typing Definitions for Mass Search & Rescue Operations.
- Develop and maintain an internal notification system that will ensure the timely notification of all deployable members.
- Identify and maintain the agency commitment for personnel and equipment that will contribute to the development of a deployable regional US&R resource, including the formation of organizational charts (red/white/blue) that provide 24/7 staffing at least 2-3 deep in each functional position, except those positions identified as the responsibility of the OSFM. *(This bullet only applies to Type 3 and 4 US&R task forces)*
- Assist in the development and maintenance of regional response plans, policies & procedures, standard operating guidelines, etc. as required to support the regional US&R resource and the Kansas Search & Rescue Response System.
- Follow all administrative policies, procedures, and guidelines set forth in the Kansas Search & Rescue Response System Administration Manual and supporting documents.
- Participate in the development and support of regional Homeland Security projects to support the regional US&R resource and the Kansas Search & Rescue Response System.
- Provide for the visibility in the state’s Comprehensive Resource Management & Credentialing System (CRMCS) of Agency personnel and equipment designated for deployment as part of the state or regional US&R resource.
- Maintain a personnel file for each Agency member that follows the standardized content and structure designated in the Administration Manual.
- Ensure that deployable members are prepared to deploy with the regional US&R resource, enabling the US&R resource to respond within 2 hours of notification, with the capability of being self-sufficient for up to 72 hours.
- Maintain the readiness of all Agency equipment and vehicles designated for deployment as part of the US&R resource, including the documentation of appropriate safety inspections, maintenance, and replacement schedules.

- Maintain worker's compensation insurance on Agency members during authorized training, exercise, or deployment as part of a regional or state US&R resource, or as an individual resource.
- Provide the necessary personal protective equipment and other required equipment for Agency members assigned to a regional or state US&R resource, or as an individual resource.
- Complete the supplement regarding Participation/Non-Participation on a state US&R resource designated as Kansas Task Force 1 (KS-TF1).

5.0 Compliance Standards

Both parties agree to comply with all applicable federal, state, and local statutes and regulations, including the national US&R standard and the National Incident Management System (NIMS).

6.0 State Tort Claims Act

The Kansas Tort Claims Act (KTCA), K.S.A. 75-6101 *et seq.*, applies to all claims for liability related to the performance of this Agreement. Persons performing under this Agreement shall be deemed employees for purposes of the KTCA. This Agreement does not waive any sovereign or governmental immunity or other defenses of the OSFM, the State of Kansas, or the Agency.

The Agency shall immediately give notice in writing to the OSFM and the Kansas Attorney General of any demand, request, or occurrence that may potentially give rise to a claim against the Agency, the OSFM, or the State of Kansas. The Agency shall follow the procedural requirements for notice to the Attorney General and all other provisions of the KTCA.

7.0 Severability

If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the provision held to be invalid.

8.0 Confidentiality

Each party agrees that except as otherwise required by law, they shall not disclose each other's confidential information to a third party without the written consent of the other party. The rights and obligations set forth herein shall survive termination of the Agreement. Any duty under this section shall be subject to and interpreted consistently with the Kansas Open Records Act, K.S.A. 45-201 *et seq.*, and other provisions of law.

9.0 Amendments

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without the prior written approval of both the OSFM and the Agency.

10.0 Right of Refusal

The Agency agrees to respond to all OSFM requests as part of the regional US&R resource except when the Agency’s resources are committed to an emergency in its own jurisdiction or committed to an emergency in another jurisdiction pursuant to existing inter-local Agreements or conditions in the Agency’s response area are such that adequate emergency services cannot be maintained. In that event, the local response and concerns shall have priority.

The Agency is responsible for ensuring that the Sponsoring Agency/Duty Officer for the US&R resource and OSFM have ongoing situational awareness of the Agency’s status and ability to respond as part of the regional US&R resource, so that positions and/or equipment committed by the Agency as a part of the regional US&R resource can be replaced by another agency, or the US&R resource can be designated as “non-deployable.”

11.0 Termination

This Agreement may be terminated by either party upon thirty (30) days’ written notice or at any time by mutual consent of the parties. Such mutual consent must be recorded in writing and signed by both parties.

12.0 Approvals

Agency Chief/Director certifies by their signature herein that he/she has the necessary and lawful authority to enter into this Agreement with the Office of the State Fire Marshal.

Participating Agency Chief/Director

Office of the State Fire Marshal

Printed Name

Printed Name

Signature

Signature

Date

Date

Participation on Kansas Task Force 1

This is a supplement to the MOU between the Office of the State Fire Marshal and each Participating Agency in the Kansas Search & Rescue Response System, specifically regarding the Agency's participation on Kansas Task Force 1 (KS-TF1).

In order to ensure a high level of readiness to deploy resources out of Kansas in response to a request for assistance from another state, through the Emergency Management Assistance Compact (EMAC), the OSFM will recruit the personnel and equipment necessary to maintain a NIMS Type 3 US&R task force and a NIMS Type 2 Swiftwater/Flood Rescue Team. In keeping with the requirements of the national US&R standard, each position will be filled three-deep with individuals that are fully qualified according to their assigned position. Each resource will be divided into a Red, White, and Blue team, each of which can be deployable out of state on a rotational basis, for as long as fourteen (14) days.

Select one of the following options:

Our Agency **will not** participate in interstate responses as a part of KS-TF1 but will continue to be available for local, regional, and intrastate responses as part of our regional task force or team.

Printed Name

Agency

Signature

Date

Our Agency **will** participate in interstate responses as a part of KS-TF1 and continue to be available for local, regional, and intrastate responses, as part of our regional task force or team.

Printed Name

Agency

Signature

Date



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date: 03/06/2023

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Administration

City Manager/Finance Director

AGENDA ITEM HEADING:

Sports Complex Feasibility Study Funding Options

BACKGROUND:

Accounts that could be used to fund the feasibility study:

General Fund – **Cash Forward** (Reserve fund) current balance \$1,000,000

Special Projects (fund designed for these types of expenditures) current balance is \$48,311.28

Special Parks & Rec – current balance is \$68,765.38. This fund is used for playground/park improvements and playground equipment replacement. It is funded by the local alcoholic liquor tax, which equates to roughly \$13,000/year. We have been trying to build this fund to help with updating/upgrading our playground equipment.

Recreation Commission – **Special Project's** current balance is \$149,758.96

This fund is used for larger parks and recreation projects (i.e. tennis courts) and could be used for pickleball courts. Completing the master parks plan should help identify the best use of these funds.

Of course, you can also divide the cost between accounts as the commission desires. I recommend using the general fund special projects OR the recreation commission special projects accounts.

FISCAL CONSIDERATIONS:

RECOMMENDED COMMISSION ACTION:

RESOLUTION NO. 122722-1

A RESOLUTION OF THE CITY OF ABILENE, KANSAS CONCERNING REMOTE ATTENDANCE AT CITY COMMISSION MEETINGS.

WHEREAS, the City Commission desires to implement a policy pertaining to attendance at City Commission meetings via videoconference, subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ABILENE, KANSAS, AS FOLLOWS:

Section 1. Remote Attendance Authorized. A City Commissioner may attend a meeting remotely, via videoconference, as long as the City Commissioner's participation complies with the Kansas open meetings act, K.S.A. 75-4317, et seq., and the requirements of this policy. In the case of remote attendance by the Mayor, the Vice Mayor shall preside over the meeting, unless the Vice Mayor is also attending remotely. In-person attendance and participation in City Commission meetings are preferred, and remote participation should be primarily limited to occasional circumstances rather than a City Commissioner's routine remote attendance for mere convenience.

Section 2. Notice of Attendance; Joining Meeting. A City Commissioner must notify the City Manager and the City Clerk in writing, via email or text message, no later than 12:00 p.m. (noon) on the day of the meeting in which the City Commissioner desires to attend via videoconference, to allow time for necessary preparation. If advance notice is impractical due to unforeseeable circumstances, the City Commissioner should have no expectation of remote attendance, and has the option to follow the meeting via the City's YouTube feed. A City Commissioner attending via videoconference must join the videoconference at least five minutes prior to the scheduled meeting time.

Section 3. Identification of Attendee. A City Commissioner attending via videoconference must identify himself or herself each time he or she wishes to speak before addressing matters before the City Commission, and the City Commissioner's speech shall be generally audible in the room in which the City Commission meeting is held. The video image of a City Commissioner shall be generally visible at all times to persons physically present at the meeting, unless the video feature is impracticable.

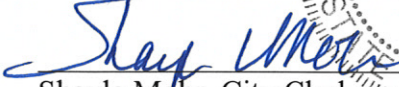
Section 4. Unavailability. If a City Commissioner who has provided advance notice of remote attendance under Section 1 is unavailable during the meeting, due to technical difficulties or any other reason, the presiding officer shall suspend the discussion until the remote participant is available. If the suspension lasts longer than three minutes, the presiding officer may excuse the remote participant and continue the meeting, subject to quorum requirements.

Section 5. Application of Policy. The Governing Body reserves the right to temporarily alter, suspend, or waive any provisions of this policy if determined by a majority of the Governing Body that such temporary alteration or waiver is necessary and in compliance with other applicable laws.

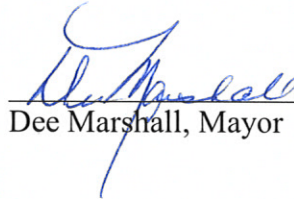
Section 7. Effective Date. This Resolution shall be in full force and effect from and after its adoption.

Passed and approved by the Governing Body of the City of Abilene, Kansas, on this 27th day of December 2022.

ATTEST:


Shayla Mohr, City Clerk




Dee Marshall, Mayor