ABILENE CITY COMMISSION - REGULAR MEETING AGENDA

ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET

November 13, 2023 - 4:00 pm

VIEW THIS CITY COMMISSION MEETING VIRTUALLY AT

www.abilenecityhall.com/watchlive

1. Call to Order

2. Roll Call: _____Witt ______Kollhoff _____Rein _____Miller _____Marshall

3. Pledge of Allegiance

4. Approval of the Agenda for the November 13, 2023, City Commission Meeting

5. Consent Agenda - Consent Agenda items are considered routine business items. The consent agenda can be acted upon by one motion unless a majority of the City Commission votes to remove an item for discussion and separate action.

a. Meeting Minutes for October 23, 2023, Regular Meeting

6. Public Comments and Communications

a. Public Forum: Persons who wish to address the City Commission regarding items outside the agenda may do so when called upon by the Mayor. Speakers will be allowed a three-minute time limit.

7. Business Items

a. Consider approval of Resolution No. 111323-1, **A RESOLUTION AUTHORIZING A DEFERRED COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF ABILENE KANSAS.** (employee contribution) – City Manager Marsh

b. Consider approval of Resolution No. 111323-2, **A RESOLUTION AUTHORIZING THE PARTICIPATION IN THE STATE OF KANSAS PUBLIC EMPLOYEES DEFERRED COMPENSATION PLAN, SECTION 401(a).** (employer contribution) – City Manager Marsh

8. Items for discussion

a. Consider approval of a bid from J & K Contracting in the amount of $213,734.60 for the Oak, Kuney and Olive Street Waterline Replacement Project. – PW Administrative Manager Jennie Hiatt, City Manager Marsh, Brayson Benne, Olsson

9. Reports

a. City Manager's Report

10. Recess of Regular Meeting

a. Consider a motion to recess the November 13, 2023, City Commission Meeting. The City Commission Study Session will begin in 15 minutes, no sooner than 4:30 p.m.

11. Call to Order – November 13, 2023, City Commission Study Session

12. November 13, 2023, City Commission Study Session Agenda

a. WSU Sports Complex Feasibility Study Results – Nigel Soria, WSU
b. Olsson Master Agreement Work Order No. 5, Design and Bidding displaced threshold, Finance Director, Johnson
c. Olsson Engineering Construction and Inspection Services – CCLIP Project, K-15 from SW 6th to UPRR, City Manager Marsh, Brayson Benne, Olsson
d. Mobile Food Vendor Ordinance – City Manager Marsh, City Attorney Martin
e. Precious Metals/Pawnbroker license – City Attorney Martin
f. Open Carry in the Abilene Public Library – City Manager Marsh
g. City Manager Performance Review – Trevor Witt, Mayor

13. Consider a motion to adjourn the November 13, 2023, City Commission Meeting.

Future Meeting Reminders

*City Commission Regular Meeting, November 27, 2023, at 4 p.m.
*City Commission Study Session, November 27, 2023 - 15 minutes following the adjournment of the regular meeting, will not start before 4:30 p.m.
*City Commission Regular Meeting, December 11, 2023, at 4 p.m.
*City Commission Study Session, December 11, 2023 - 15 minutes following the adjournment of the regular meeting, will not start before 4:30 p.m.

Abilene City Commission Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
October 23, 2023, @ 4:00 pm.
Abilene, Kansas

1. **Call to Order**

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

Staff Present: City Manager Marsh, City Clerk Mohr, Finance Director Johnson, City Attorney Martin, Parks and Recreation Director Timbrook, Fire Chief Strunk, Police Chief Hatter, Community Development Director Zook, Convention and Visitors Bureau Director Roller-Weeks, Streets and Utilities Superintendent Hawk, Administrative Manager-Public Works Hiatt, City Inspector Steerman, Assistant Fire Chief Stuck, and Administrative Assistant Olson.

3. **Pledge of Allegiance**

Agenda

4. Approval of the Agenda for the October 23, 2023, City Commission Meeting

Motion by Commissioner Marshall, seconded by Commissioner Miller, to approve the agenda as presented. Roll call vote: Marshall YES, Miller YES, Rein YES, Kollhoff YES, Witt YES. The motion carried unanimously 5-0.

Consent Agenda

5. Consent Agenda - Consent Agenda items are considered routine business items. The consent agenda can be acted upon by one motion unless a majority of the City Commission votes to remove an item for discussion and separate action.

    a. Meeting Minutes for October 9, 2023, Regular Meeting

Motion by Commissioner Rein, seconded by Commissioner Marshall, to approve the consent agenda as presented. Roll call vote: Rein YES, Marshall YES, Miller YES, Kollhoff YES, Witt YES. The motion carried unanimously 5-0.

6. Public Comments and Communications

   a. Public Forum: Persons who wish to address the City Commission regarding items outside the agenda may do so when called upon by the Mayor. Speakers will be allowed a three-minute time limit.

There were no public comments or communications.

   b. Lights on Afterschool Proclamation

   c. American Legion and Auxiliary Proclamation

7. Business Items

   a. Consider approval of Ordinance 23-3437**, AN ORDINANCE AMENDING CHAPTER 2, ARTICLES 2 AND 3 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS TO ADOPT THE STANDARD CODES KNOWN AS THE 2018 INTERNATIONAL BUILDING CODE, THE 2018 INTERNATIONAL RESIDENTIAL CODE, THE 2018 INTERNATIONAL EXISTING BUILDING CODE, THE 2018 INTERNATIONAL PLUMBING CODE, THE 2018 INTERNATIONAL MECHANICAL CODE, THE 2018 INTERNATIONAL FUEL GAS CODE, 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE, 2017 NATIONAL ELECTRICAL CODE, AND THE 2018 INTERNATIONAL FIRE CODE, WITH CERTAIN OMISSIONS, CHANGES, AND ADDITIONS THERETO, AND TO ESTABLISH THE PROCEDURES FOR APPEALING DECISIONS OF THE BUILDING OFFICIAL UNDER SUCH ADOPTED CODES.**

Motion by Commissioner Marshall, seconded by Commissioner Miller to approve Ordinance 23-3437**, AN ORDINANCE AMENDING CHAPTER 2, ARTICLES 2 AND 3 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS TO ADOPT THE STANDARD CODES KNOWN AS THE 2018 INTERNATIONAL BUILDING CODE, THE 2018 INTERNATIONAL RESIDENTIAL CODE, THE 2018 INTERNATIONAL EXISTING BUILDING CODE, THE 2018 INTERNATIONAL PLUMBING CODE, THE 2018 INTERNATIONAL MECHANICAL CODE, THE 2018 INTERNATIONAL FUEL GAS CODE, 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE, 2017 NATIONAL ELECTRICAL CODE, AND THE 2018 INTERNATIONAL FIRE CODE, WITH CERTAIN OMISSIONS, CHANGES, AND ADDITIONS THERETO, AND TO ESTABLISH THE PROCEDURES FOR APPEALING DECISIONS OF THE BUILDING OFFICIAL UNDER**

SUCH ADOPTED CODES. Roll call vote: Marshall YES, Miller YES, Rein YES, Kollhoff NO, Witt YES. The motion carried 4-1.

b. Consider approval of Resolution No. 102323-1, **A RESOLUTION AMENDING THE CITY'S PURCHASING POLICY IN THE CITY OF ABILENE, KANSAS.**

Motion by Commissioner Rein, seconded by Commissioner Miller, to approve Resolution No. 102323-1, **A RESOLUTION AMENDING THE CITY'S PURCHASING POLICY IN THE CITY OF ABILENE, KANSAS**. Roll call vote: Rein YES, Miller YES, Marshall NO, Kollhoff YES, Witt YES. The motion carried 4-1.

c. Consider approval of an agreement with Surveying and Mapping, LLC (SAM) for Storm Water Mapping and Inspection.

Motion by Commissioner Marshall, seconded by Commissioner Rein, to approve an agreement with Surveying and Mapping, LLC (SAM) for Storm Water Mapping and Inspection. Roll call vote: Marshall YES, Rein YES, Miller YES, Kollhoff YES, Witt YES. The motion carried unanimously 5-0.

d. Consider approval of an agreement with Tyler Technologies for the purchase of Municipal Administrative Data Processing Software.

Motion by Commissioner Miller, seconded by Commissioner Marshall, to approve an agreement with Tyler Technologies for the purchase of Municipal Administrative Data Processing Software for an amount not to exceed $182,235.00. Roll call vote: Miller YES, Marshall YES, Rein YES, Kollhoff YES, Witt YES. The motion carried unanimously 5-0.

8. Items for Discussion

a. Consider approval of a Purchase Agreement for the sale of Kansas State Historical Tax Credits (Police Dept. remodel).

Motion by Commissioner Rein, seconded by Commissioner Kollhoff, to approve a Purchase Agreement for the sale of Kansas State Historical Tax Credits with AzimuthZero, LLC, in the amount of 92.51 cents per credit for a total amount of $182,397.34. Roll call vote: Rein YES, Kollhoff YES, Miller YES, Marshall YES, Witt YES. The motion carried unanimously 5-0.

b. Consider approval of a bid with Ebert Construction Company, Inc. for the 2023-2024 Kansas Department of Transportation (KDOT) CCLIP Project – K-15 Overlay, SW 6th Street to UPRR

Motion by Commissioner Marshall, seconded by Commissioner Rein, to approve a bid with Ebert Construction Company, Inc. for the 2023-2024 Kansas Department of Transportation (KDOT) CCLIP Project-K-15 Overlay, SW 6th Street to UPRR in the amount of $1,010,732.87. Roll call vote: Marshall YES, Rein YES, Miller YES, Kollhoff YES, Witt YES. The motion carried unanimously 5-0.

c. Solar Discussion

9. Reports

a. City Manager's Report

The next Community Meeting for the Comprehensive Plan has been rescheduled for November 28 at 6 p.m. in the library.

The 14th Street reconstruction project is going well. Phase I will be open no later than November 13. The extension has been discussed with the school district, and they agree. You can find updates on the Community Engagement Dashboard.

With Halloween around the corner, 3rd Street will be closed from Elm Street to Pine Street from 5 p.m. to 8 p.m.

We will have an employee lunch on Wednesday, November 1, from 11-1 at the Community Center.

10. Recess of Regular Meeting

a. Consider a motion to recess the October 23, 2023, City Commission Meeting.

Motion by Commissioner Rein, seconded by Commissioner Marshall, to recess the October 23, 2023, City Commission Meeting at 5:20 p.m. Roll call vote: Rein YES, Marshall YES, Miller YES, Kollhoff YES, Witt YES. The motion carried unanimously 5-0. The City Commission Study Session will begin at 5:35 p.m.

11. Call to Order – City Commission Study Session

The City Commission Study Session was called to order at 5:35 p.m.

12. October 23, 2023, City Commission Study Session Agenda

a. Request to prohibit Open Carry in the Abilene Public Library

b. KPERS 457

13. Adjournment

a. Consider a motion to adjourn October 23, 2023, City Commission Meeting

Motion by Commissioner Marshall, seconded by Commissioner Rein, to adjourn the October 23, 2023, City Commission Meeting at 5:49 p.m. Roll call vote: Marshall YES, Rein YES, Miller Yes, Kollhoff YES, Witt YES. The motion carried unanimously 5-0.

(Seal)

____
Trevor D. Witt, Mayor

ATTEST:

____
Shayla L. Mohr
City Clerk

ABILENE
KANSAS

City Commission

Trevor Witt
Mayor

John Kollhoff
Vice-Mayor

Brandon Rein
Council Member

Wendy Miller
Council Member

Dee Marshall
Council Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

City Commission Meeting Date: Monday, November 13, 2023

Session: Regular Meeting

Topic: KPERS 457

Department: Administration

Staff Contact: Shayla Mohr, City Clerk/HR Director

Background:

The City of Abilene is considering offering a KPERS 457 plan to our employees.

This is a retirement option that will work with the current employee KPERS accounts with one website and one statement.

There is information regarding KPERS 457 in the packet.

Employees will still have the choice of what 457 plan they would like to participate in. We are not taking any away.

We will be raising the minimum employee contribution to $12 per pay period (currently, the minimum is $10) to keep everything the same across the board. KPERS 457 has a minimum employee contribution requirement of $12 per pay period. This change will be noted in the personnel policy changes that we plan to present at the November 27th meeting.

Recommendation:

Approve Resolution 111323-1 and 111323-2 and authorize the City Manager to sign the agreements.

Fiscal Note:

There would be a savings on the employer portion contribution (401a) plan as FICA taxes would not be required.

Funding Source:

There is no cost to the City of Abilene for implementing this plan.

RESOLUTION #111323-1

A RESOLUTION AUTHORIZING A DEFERRED COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF ABILENE IN ABILENE, KANSAS.

WHEREAS, the Kansas Public Employees Retirement System has entered into a group contract in conjunction with the Kansas Public Employees Deferred Compensation Plan for the provision of recordkeeping, communication, education, and investment management services; and

WHEREAS, it is the desire of City of Abilene to become a joint contract owner with the State of Kansas of the group contract; and

WHEREAS, it is the desire of City of Abilene to attract and retain skilled employees and encourage and support the efforts of its employees to voluntarily participate in a tax-deferred compensation plan;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ABILENE IN ABILENE, KANSAS

1. The City of Abilene elects to adopt the Kansas Public Employees Deferred Compensation Plan as its own plan, as authorized by K.S.A. 74-49b14.

2. The City of Abilene authorizes and approves the execution of a Plan Joinder Agreement and Supplement to Joinder Agreement to implement a deferred compensation plan.

3. Further, the Mayor, City Manager or City Clerk is authorized to execute all necessary documents.

PASSED AND APPROVED by the City of Abilene City Commission on this 13th Day of November 2023.

Trevor D. Witt, Mayor

ATTEST

Shayla L. Mohr, City Clerk

STATE OF KANSAS PUBLIC EMPLOYEE DEFERRED COMPENSATION PLAN
JOINDER AGREEMENT

WHEREAS, on July 1, 1980, the State of Kansas, hereinafter referred to as the "State", established a Deferred Compensation Plan for its employees pursuant to section KSA 74-49b07 et seq, of the Kansas Statutes Annotated; and

WHEREAS, certain local government employers authorized to provide plans of deferred compensation pursuant to Section 457 of the Internal Revenue Code wish to adopt the provisions of the State of Kansas Public Employees Deferred Compensation Plan, hereinafter referred to as the "State Plan," as their own;

WHEREAS, the State of Kansas has authorized the participation in the State Plan by local government employers pursuant to K.S.A 74-49b14.

NOW, THEREFORE, It is mutually agreed:

The City of Abilene, hereinafter referred to as the "Employer", hereby adopts the State Plan as its own by the execution of this plan Joinder Agreement, hereinafter referred to as the "Agreement," between the Employer and the State.

All of the terms, provisions and conditions of the State Plan are hereby incorporated into this Agreement, and together they now constitute the Employer's deferred compensation plan, hereinafter referred to as the "Employer's Plan."

By this Agreement, the Employer is authorized to become a joint contract owner, with the State, of the service provider group contract entered into by the Kansas Public Employees Retirement System for the provision of recordkeeping, communication, education, investment management and related services to the Plan. Employer shall receive the same pricing structure as the State Plan.

The terms "Employer," "Employee" and "Administrator" as they appear in the State Plan, shall mean, for purposes of this Agreement, the Employer as defined in this Agreement, the employee of the Employer and any Designee of the Employer authorized to administer the Employer's Plan, respectively.

The term "Participant," as it appears in the State Plan, shall mean, for purposes of this Agreement, an eligible employee, as defined in the Plan Document and who has executed a Participation Agreement with the Employer pursuant to the Employer's Plan as adopted.

The Kansas Public Employee Retirement System Board of Trustees may amend the Employer's Plan in the best interest of the participants or to comply with Federal or State requirements; provided however, the Employer shall be notified of any such amendment.

In return for the permission of the State to a) adopt the State Plan pursuant to this Agreement and b) become a joint contract owner pursuant to the Contract Joinder Agreement, the Employer hereby agrees to faithfully carry out its responsibilities and obligations under the Employer Plan.

Both the State and the Employer understand that, by this Agreement and the Contract Joinder Agreement, the Employer assumes full responsibility for the operation and administration of the Employer's Plan, the Employer's status as a joint contract owner and any legal considerations attendant to such plans and further that the State shall incur no liability by reason of this Plan Joinder Agreement or the Contract Joinder.

STATE OF KANSAS

BY: ______________________________
Employer **Date**

____
Title

ACCEPTED BY: ______________________________
Executive Director, Kansas Public Employees Retirement System

Date:______________________________

STATE OF KANSAS PUBLIC EMPLOYEES DEFERRED COMPENSATION PLAN
Supplement to Joinder Agreement

ADMINISTRATOR

Kansas Public Employees Retirement System ("KPERS")
611 South Kansas Avenue
Suite 100
Topeka, KS 66603
Telephone: 785-296-6166
Facsimile: 785-296-6638

PARTICIPATING EMPLOYER

Name: City of Abilene

GOVERNING AUTHORITY

Name: City of Abilene
Address: P.O. Box 519,Abilene KS 67410
Phone: 785-263-2550
Facsimile: n/a
E-mail: shayla@abilenecityhall.com
Person Authorized to receive Official Notices from the Plan or KPERS Shayla Mohr

TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (**check one**):

[x] This is a new 457(b) deferred compensation plan adopted by the Participating Employer for its Employees. This plan does not replace or restate an existing deferred compensation plan.

[ ] This is an amendment and restatement of another 457(b) deferred compensation plan of the Participating Employer.

[ ] Other (**please specify**): ______________________________

DISCLOSURE OF OTHER 457(b) PLAN(S)

The Participating Employer ☒ does or ☐ does not have an existing deferred compensation plan(s). If the Participating Employer does have one or more deferred compensation plans that will be maintained, the Governing Authority must provide the plan name and the name of the provider below, and such other relevant information requested by the Administrator.

Plan Name(s) City of Abilene

Plan Provider(s) Fiduciary Trust Company

VERY IMPORTANT: All eligible plans of a Participating Employer are considered to be a single plan for purposes of compliance with Code Section 457(b). Thus, if a Participating Employer has more than one eligible plan (or additional investment options under a 457(b) arrangement with more than one vendor), the Participating Employer is responsible for ensuring that all of its arrangements, treated as a single plan, comply with the 457(b) requirements, including, but not limited to, the requirements listed below. The Participating Employer must carefully review the Plan provisions listed below to fulfill its responsibility for monitoring coordination of multiple plans.

- **Compliance with the limit on Annual Deferrals to an eligible plan (including the basic limit (Section 4.1), the age 50 catch-up (Section 4.2), and the special 457 catch-up limit (Section 4.3)) (carefully review Article IV of the Plan for these rules).**

- **Compliance with the requirements for special 457 catch-up deferrals limits, including the requirement that a Participant have only one Normal Retirement Age (with respect to the special 457 catch-up limit) under all eligible plans offered by an Employer (carefully review Sections2.15 and 4.3 of the Plan for these rules). (In essence, this means that once a Participant has selected a Normal Retirement Age under any eligible plan offered by an employer, he or she may not select a different one, and the selection will remain that Participant's Normal Retirement Age under all eligible plans offered by the Employer).**

- **Compliance with the requirement to distribute excess deferrals (an excess deferral means the amount of deferrals for a calendar year that is more than the basic limit, the age 50 catch-up limit, and the special 457 catch-up limit) (carefully review Section 4.5 of the Plan for these rules). (This means that the Participating Employer will have to tell the recordkeeper under contract with KPERS if excess deferrals need to be distributed from this Plan.)**

- **If the Participating Employer has directed a plan-to-plan transfer, then the Participating Employer is responsible for compliance with the plan-to-plan**

transfer provisions (<u>carefully review Sections 7.2 and 7.3 of the Plan for these rules</u>).

EFFECTIVE DATE

The 457(b) Plan will be effective as follows (choose one):

[X] **<u>Original Adoption</u>**. The 457(b) Plan will be effective as soon as administratively feasible, but not earlier than January 1, 2024, with respect to contributions.

[ ] **<u>Amendment and Restatement</u>**. The amended and restated 457(b) Plan will be effective as soon as administratively feasible, but not earlier than January 1, 2024, with respect to contributions.

EXECUTION BY EMPLOYER

The foregoing Supplement to the Joinder Agreement is hereby adopted and approved on the 13th day of November, 2023, by the City of Abilene City Commission.

Signed: ____________________

Printed Name: Trevor D. Witt

Title: Mayor

Date of Signature: ____________________

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

RESOLUTION AND ADOPTION AGREEMENT

City of Abilene

[Participating Employer]

Administered by:
Kansas Public Employees Retirement System
611 South Kansas Avenue
Suite 100
Topeka, KS 66603
Telephone: 785-296-6166

RESOLUTION 111323-2

WHEREAS, the City of Abilene of Abilene, Kansas, (hereinafter referred to as the "Participating Employer") has determined that in, the interest of attracting and retaining qualified employees, it wishes to offer a primary or a supplemental defined contribution plan in accordance with Section 401(a) of the Internal Revenue Code ("Code");

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering its employees the State of Kansas ("State") Public Employees Deferred Compensation Plan as authorized by K.S.A. 74-49b01, *et seq.*, of the Kansas Statutes Annotated;

WHEREAS, the State's Public Employees Deferred Compensation Plan is intended to be an eligible deferred compensation plan in accordance with Code section 457(b) (the "457 Plan");

WHEREAS, the 457 Plan is administered by Kansas Public Employees Retirement System ("KPERS") Board of Trustees;

WHEREAS, on July 1, 2016, the State authorized KPERS to establish a qualified defined contribution plan under Code section 401(a) for local governmental units of the State to make defined contributions on behalf of their employees;

WHEREAS, accordingly, KPERS has established the KPERS' Supplemental Defined Contribution Plan (the "Plan") in which the local governmental units of the State may participate;

WHEREAS, the Plan is intended to be a qualified, governmental defined contribution plan in accordance with Code sections 401(a) and 414(d);

WHEREAS, the Plan is administered by KPERS;

WHEREAS, the Plan is only available to participating employers who also are participating in the State's 457 Plan;

WHEREAS, the Participating Employer has reviewed the Plan;

WHEREAS, the Participating Employer wishes to participate in the Plan to provide certain benefits to its employees, reduce overall administrative costs of offering a retirement plan to its employees, afford attractive investment opportunities to its employees, and encourage additional retirement savings by its employees;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, the Participating Employer has executed an Adoption Agreement for the Plan; and

WHEREAS, the City of Abilene ("Participating Employer") is authorized by law to adopt this Resolution approving the Adoption Agreement on behalf of the Participating Employer;

Therefore, the Participating Employer hereby resolves:

Section 1. The Participating Employer adopts the Plan and Trust Agreement for its Employees.

Section 2. The Participating Employer acknowledges that KPERS, including KPERS' Board of Trustees ("KPERS' Board"), are only responsible for this Plan, the 457 Plan established under K.S.A. 74-49b01, *et seq.* and the defined benefit retirement systems created under K.S.A. 74-4903. However, neither KPERS nor the KPERS Board shall have any responsibility for other employee benefit plans separately maintained and/or established by the Participating Employer. Further, the Participating Employer acknowledges and agrees that it assumes full responsibility for the operation and administration of its obligations under the Plan, in accordance with Section 4(c) of this Resolution, its status as a joint trustee of the Plan and the trust, including, but not limited to, as a party to the Trust Agreement with Wells Fargo Bank, National Association ("Trust Agreement") and any legal obligations thereunder. The participating employer also acknowledges and agrees that neither the State nor KPERS shall incur any liability by reason of this Resolution or the Adoption Agreement which is attached hereto and made a part of this Resolution ("Adoption Agreement");

Section 3. The Participating Employer hereby agrees to and adopts the terms of the Plan and the Adoption Agreement. The Plan and Adoption Agreement set forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Adoption Agreement, so long as the amendment is not inconsistent with the Plan or applicable federal law including, but not limited to, Code section 401(a), or other applicable law and is approved by KPERS and the Plan's Administrative Service Provider.

Section 4.

(a) The Participating Employer shall abide by the terms of the Plan and the Trust Agreement, including amendments to the Plan and the Trust Agreement, all investment, administrative, and other service agreements of the Plan and the Trust Agreement, and all applicable provisions of the Internal Revenue Code and other applicable law.

(b) The Participating Employer accepts the administrative services to be provided by KPERS and any services provided by the Plan's Administrative Service Provider in accordance with the Trust Agreement. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Members' accounts.

(c) The Participating Employer shall be a joint trustee with KPERS under the Trust Agreement.

(d) The Participating Employer shall indemnify and hold harmless KPERS from and against any claims and/or damages arising from, or related to any actions taken by or information reported by the Participating Employer to either KPERS or the Administrative Services Provider, including, but not limited to, actions or information regarding the employment status and/or termination of an Employee.

(e) The Participating Employer shall allow KPERS and/or the Administrative Services Provider reasonable access to Employees to assist with enrollment and/or retirement planning counseling.

Section 5.

(a) The Participating Employer may terminate its participation in the Plan, if it takes the following actions:

(i) A resolution must be adopted terminating its participation in the Plan.

(ii) The resolution must specify when the participation will end.

KPERS shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Members will be made in accordance with the Plan.

(b) The Participating Employer acknowledges that the Board may involuntarily terminate the Plan.

(c) The Participating Employer acknowledges and agrees that it shall be responsible to fund any accrued liabilities under the Plan in the event of either: i) its voluntary termination of participation in the Plan, or ii) the involuntary termination of the Plan by KPERS.

Section 6. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Members and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Members and their Beneficiaries and for defraying reasonable expenses of the Plan. All contributions made pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred pursuant to the Trust Agreement to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

Section 7. This Resolution and the Adoption Agreement shall be submitted to KPERS for its approval. KPERS shall determine whether the Resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. KPERS may refuse to approve an Adoption Agreement by an Employer that does not have state statutory authority to participate in the Plan. The Participating Employer hereby acknowledges that it is responsible to assure that this Resolution and the Adoption Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Participating Employer on November 13, ______, in accordance with applicable law.

By:______________________________________
Signature:

Trevor D. Witt, Mayor
Name and Title

Attest: ______________________________
Shayla L. Mohr, City Clerk

Date: January 1, 2024

[Participating Employer should assure that all applicable law is followed in the adoption and execution of this resolution.]

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN ADOPTION AGREEMENT

ADMINISTRATOR

Kansas Public Employees Retirement System ("KPERS")
611 South Kansas Avenue
Suite 100
Topeka, KS 66603
Telephone: 785-296-6166

PARTICIPATING EMPLOYER

Name: City of Abilene

Taxpayer Identification Number ("TIN"): 48-6017973

Address: P.O. Box 519,Abilene KS 67410

Phone: 785-263-2550

Facsimile: n/a

E-mail: shayla@abilenecityhall.com

Person Authorized to receive Official Notices from the Plan or KPERS Shayla Mohr

Title: Mayor

Address: P.O. Box 519, Abilene, KS 67410

Phone: 785-263-2550

E-mail: shayla@abilenecityhall.com

The Participating Employer is required to update this contact information with KPERS and the Administrative Services Provider if there are any changes related to either the Authorized Representative or his/her contact information.

TYPE OF ADOPTION

This Adoption Agreement is for the purpose of the Participating Employer to participate in the KPERS' Supplemental Defined Contribution Plan (the "Plan") as follows (**check one**):

☐ **Initial Adoption**

This is a new adoption by the Participating Employer for its Employees and the effective date shall be the first day x of January, 2024. The Participating Employer's adoption of this Plan does not replace or restate an existing qualified defined contribution plan.

☐ **Restatement of Pre-existing Plan**

This is an amendment and restatement of another defined contribution plan of the Participating Employer the effective date of which shall be _______________. This agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's pre-existing plan, which became effective on _____________. The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the pre-existing plan meet all applicable state and federal requirements.

☐ **Amended Adoption**

This is an amendment of an existing Adoption Agreement (reference number ________, if applicable) and the Effective Date shall be the first day of ___________, _ _ _ _. **Note**: Any amended Adoption Agreement shall not be effective unless it has been accepted and approved by KPERS.

☐ This is an amendment to change one or more of the Participating Employer's contribution design elections an Adoption Agreement between the Participating Employer and KPERS.

☐ This is to separate Employees from an existing division participating in the Plan into a new division, and the effective date shall be the first day of ____________, _____.

☐ This is to merge the following divisions currently participating in the Plan into the following division or group: _____________________.

☒ **Participating Employer Disclosures**

☒ This is a new defined contribution plan adopted by the Participating Employer for its Employees. This plan does not replace or restate an existing defined contribution plan.

☐ This is an amendment and restatement of another defined contribution plan of the Participating Employer the effective date of which shall be _______________. This agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's pre-existing plan, which became effective on _____________. The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the pre-existing plan meet all applicable state and federal requirements.

☐ This is an amendment of the Adoption Agreement to this Plan previously adopted by the Participating Employer (**please specify type below**):

- ☐ This is an amendment to change one or more of the contribution design elections in the Adoption Agreement.
- ☐ This is an amendment to add a new department or a new class of Eligible Employees.
- ☐ This is an amendment to discontinue participation in the Plan by one or more departments or classes of Employees.
- ☐ Other (**please specify**): ______________________________

DISCLOSURE OF OTHER QUALIFIED DEFINED CONTRIBUTION PLAN(S)

The Participating Employer ■ does or ☐ does not have an existing, qualified defined contribution plan. If the Participating Employer does have one or more defined contribution plans, the Participating Employer must provide the plan name and the name of the plan provider below, and all such other relevant information requested by KPERS and/or the Administrative Service Provider.

Plan Name(s) City of Abilene

Plan Provider(s) Fiduciary Trust Company

This is ☐ or is not ■ the only retirement plan for the Employees of the Participating Employer. **Note:** If so, is this Plan intended to be a qualified Social Security Replacement Plan for the Participating Employer? ☐ Yes or ■ No

VERY IMPORTANT: All eligible plans of a Participating Employer must be aggregated for purposes of compliance with certain requirements under the Internal Revenue Code ("Code"). Thus, if a Participating Employer has more than one defined contribution plan, the Participating Employer is responsible for ensuring that all of its aggregated plans comply with applicable Code requirements.

PLAN YEAR

For purposes of this Plan, Plan Year is the twelve month period ending on December 31.

PAYROLL PERIOD

The payroll period of the Participating Employer is:

- ☐ Weekly
- ☒ Bi-Weekly
- ☐ Semi-Monthly
- ☐ Monthly
- ☐ Other (must specify):______________________________

Contributions for an Eligible Employee with respect to a payroll period in a calendar month shall only be made if the Eligible Employee has entered into a Deferral Agreement for the State of Kansas Public Employees Deferred Compensation Plan before the beginning of such month where such deferrals are required as a condition for a matching contribution.

EMPLOYEE PARTICIPATION

☒ **Employee Participation**

The Employer shall provide KPERS with the name, address, Social Security Number, and date of birth for each Eligible Employee, as well as any other information requested by KPERS for purposes of this Plan.

☐ **Eligible Employees**

The following Employees of the Participating Employer shall participate in the KPERS Supplemental Defined Contribution Plan:

☐ All Employees

☐ Only Employees who are Participants in the State of Kansas Public Employees Deferred Compensation Plan ("457 Plan")

☒ Other (**please specify by division or group**): KPERS eligible employees who have completed one full year of service with the CIty of Abilene AND contribute a minimum of $12 per pay period. KP&F employees NOT eligible for match or to participate in KPERS 401(a).

NORMAL RETIREMENT AGE

Normal Retirement Age (presumed to be age 62 unless otherwise specified) ___________

If an Employee is still employed with the Participating Employer at the age specified here, their entire employer contribution balance will become 100% vested regardless of years of service.

VESTING

Vesting (Check one):

[x] Immediate

[ ] Cliff Vesting (fully vested after below number years of service)
[ ] 1 year [ ] 2 years [ ] 3 years [ ] 4 years [ ] 5 years

[ ] Grade Vesting

_____ % after 1 year of service
_____ % after 2 years of service
_____ % after 3 years of service (min 25%)
_____ % after 4 years of service (min 50%)
_____ % after 5 years of service (min 75%)
_____ % after 6 years of service (min 100%)

[ ] Other graded vesting schedule (**please specify**): ____________________________
____
____
____

Vesting will be credited using (check one):

[ ] Elapsed time method – Members will be credited with one vesting year for each 12 months of continuous employment from the date of hire.

[ ] Hours reported method – Members will be credited with one vesting year for each calendar year in which ____ hours are worked

[ ] Other (**please specify**): ____
____
____
____

In the event of disability or death, a Member's (or his/her Beneficiary's) entire account in the Plan shall be 100% vested, to the extent that the balance of such account has not previously been vested or forfeited.

[ ] This is an amendment and restatement of another defined contribution plan of the Participating Employer that is intended to replace and serve as an amendment and restatement of the Participating Employer's pre-existing plan, and therefore, prior service with the pre-existing plan will apply for vesting purposes.

CONTRIBUTIONS

Employer Contributions

a. Calculation and Contribution Frequency

☐ Weekly ☒ Bi-Weekly ☐ Bi-Monthly

b. Employer contribution structure (subject to limitations of Section 415(c) of the Internal Revenue Code)

☐ Percentage: Employer contributions will be _______% of the Employee's Compensation

☐ Dollar: Employer contributions will be $___ per payroll period/per month/per year.

☐ Matching: The Employer contributions will match the Employee's pre-tax and Roth contributions to the 457 Plan (up to the amount of $_________ per payroll period/per month/per year or ____% of Compensation)

☒ Flat: The Employer will contribute the amount of $20.00 per payroll period on behalf of the Employee if the Employee contributes at least $12.00 per payroll period to the KPERS 457 plan.

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Employee Contributions

Employees of the Participating Employer ☐ shall ■ shall not contribute to the Plan

If Employees of the Participating Employer are required to contribute to the Plan, the mandatory employee contribution shall be ______% of compensation. **Note:** Additional forms and/or information may be required by KPERS. If Employees shall be required to make contributions to the Plan, such contributions shall be picked-up in accordance with K.S.A. 74-4919(2).

If there will be Employee Contributions in the Plan, Employees are fully vested in their individual contributions.

ROLLOVER

Rollovers from qualified plans to this Plan ☐ are ■ are not permitted.

COMPENSATION

Compensation for purposes of the Plan shall be as defined by K.S.A. 74-4902(9).

Compensation Paid After Severance From Employment – Certain post-severance payments may be included in Compensation for purposes of computing contributions under the Plan, but only if these amounts are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes a Member's severance from employment, and only if it is a payment that, absent a severance from employment, would have been paid to the Member while the Member continued in employment with the Participating Employer. The Participating Employer makes the following election with respect to including post-severance payments in Compensation (Note: if the following is not completed, no post-severance payments will be included in Compensation by default):

- [x] No post-severance payments will be included in Compensation for purposes of computing deferrals under the Plan (if this box is checked, skip to "Modification of the Terms of the Adoption Agreement" below).

- [ ] For purposes of calculating contributions under the Plan, the following post-severance payments will be included in Compensation, as long as: 1) they are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes the Member's severance from employment; and 2) absent a severance from employment, they would have been paid to the Member while the Member continued in employment with the Participating Employer (check all that apply):

    - [ ] regular compensation paid after severance from employment for services rendered prior to severance during the Member's regular working hours

    - [ ] compensation paid after severance from employment for services rendered prior to severance outside the Member's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments

    - [ ] post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Member would have been able to use the leave if employment had continued

    - [ ] Other: ____

      ____

      ____

MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement, the Participating Employer by official action must adopt a new Adoption Agreement and forward it to KPERS for approval. The new Adoption Agreement is not effective until approved by KPERS and other procedures required by the Plan have been implemented.

TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement may be terminated only in accordance with the Plan.

KPERS IS THE PLAN ADMINISTRATOR

The Participating Employer hereby agrees to the provisions of the KPERS Supplemental Defined Contribution Plan Adoption Agreement and appoints KPERS as the Plan Administrator pursuant to the terms and conditions of the KPERS Supplemental Defined Contribution Plan.

ENFORCEMENT

The Participating Employer acknowledges that contributions must be submitted to KPERS in accordance with the Plan and K.S.A. 74-4920(16). The Participating Employer acknowledges that any late or missed contributions will be required to be made up, including applicable interest. In accordance with the Internal Revenue Code, should the Participating Employer fail to make its required contribution(s) when due, KPERS shall implement applicable interest charges in accordance with K.S.A. 16-204(a), and may result in KPERS deducting such amounts from any other moneys payable to such Participating Employer by any department or agency in the State of Kansas.

EXECUTION BY PARTICIPATING EMPLOYER

The foregoing Adoption Agreement is hereby adopted and approved on the 13th day of November, 2023, by the City of Abilene.

Signed:____________________

Printed Name: Trevor D. Witt

Title: City Manager

Date of Signature:____________________

KPERS' APPROVAL

The Adoption Agreement is approved by KPERS. Contributions shall first be remitted under this Adoption Agreement as follows:

- ☐ Within 15 business days after the Payroll Period ending __________, _________.
- ☒ Other (must specify) As soon as administratively feasible.
- ☐ In the case of an amendment to an existing Adoption Agreement, contributions shall continue on the existing schedule unless new employee classes are added, in which case contributions for such new employee classes shall first be remitted on ________________________________.

Dated:________________________

By:_______________________________________

Title:_____________________________________
on behalf of KPERS

State of Kansas Public Employees 457(b)
Deferred Compensation Plan (KPERS 457)

FEATURES AND HIGHLIGHTS

About KPERS 457

KPERS 457 is a governmental 457(b) deferred compensation plan. It's a retirement savings plan that allows eligible employees to supplement any existing retirement and pension benefits by saving pretax dollars through a voluntary salary contribution.

Traditional pretax or Roth after-tax contributions

You can choose to pay taxes on your contributions now or when you take money out or both. Consider the amount of taxes you might be paying in retirement.

State employees

You have the flexibility to designate all or part of your deferrals as Roth after-tax contributions.

Local employees

Check with your employer to see if the Roth option is available.

Eligibility requirements

All employees of any participating KPERS 457 employer are eligible to contribute to the 457 plan, including full-time, part-time and seasonal employees (excluding contractors).

Enrollment

You can enroll at **kpers457.org** or by phone at **800-232-0024**. You will need a Group Number and Plan Enrollment Code, which are available from your employer.

Contributions

The minimum amount you can contribute to each plan is $12 or 1% per pay period. The IRS sets annual contribution limits for 457(b) plans. You can contribute:

- Up to 99% of your salary or $22,500 in 2023, whichever is less.
- An additional $7,500 as a catch-up contribution if you are age 50 or older.

KPERS 457 also offers a special catch-up provision. If you are within three calendar years of your normal retirement age, you can contribute up to twice the regular limit — $45,000. The amount you are able to contribute for the special catch-up is based on amounts you were eligible to contribute in previous years but did not.

You can't use both of the catch-up contribution types in the same calendar year.

Investment options

A wide array of core investment options and a self-directed brokerage account (SDBA) are in the plan. Option details are available at **kpers457.org**. Investment option information is also available by calling **800-232-0024**.

The SDBA is intended for knowledgeable investors who understand the risks associated with the SDBA.

Contribution and investment changes

Log on to the website or call the Customer Care Center to change your contributions. You can also change your investment options at any time.[1]

Rollovers

KPERS 457 allows you to roll over balances from eligible 457(b), 401(k) or 403(b) plans or from an Individual Retirement Account (IRA).

Consider all your options and their features and fees before moving money between accounts.

Withdrawals

Qualifying distribution events:

- Retirement
- Severance of employment (as defined by Internal Revenue Code provisions)
- Reaching age 72 or age 70½ if you reached 70½ before January 1, 2020 (you may take an in-service withdrawal)
- Death (your beneficiary receives your benefits)
- Unforeseeable emergency (as defined by the Internal Revenue Code)
- Birth or adoption of a child
- Transfer to purchase pension service credit

Pretax distributions are subject to income tax except in the case of a transfer to purchase pension service credit. To receive a tax free distribution of Roth contributions, you must have had the account for at least five years and meet certain requirements.

The 10% early withdrawal penalty that applies to 401(k) plans and IRAs generally does not apply to distributions from your KPERS 457 account.[2]

Plan costs

Costs for participating in KPERS 457 include:

- An annual charge of 0.140% deducted monthly for an Empower administrative cost.
- An annual charge of 0.048% deducted monthly for a KPERS administrative cost.
- An investment management cost that varies by investment option.
- Transactional costs for participation in the SDBA option.

Loans

If your employer offers loans, you can borrow up to $50,000 or 50% of your vested account balance, whichever is less.

- A loan must be repaid within five years (20 years if used to purchase your primary residence).
- There is a $100 origination fee for each loan.
- You may have one loan at a time.

Online Advice

If you would like help managing your account, KPERS 457 offers Online Advice provided by Empower Advisory Group, LLC, a registered investment adviser. This service is designed to help you choose specific investments based on your personal goals and financial situation. This service is available at no additional cost to you.

There is no guarantee provided by any party that participation in any of the advisory services will result in a profit.

Helpful resources

More information is available at **kpers457.org** or at **800-232-0024**. You can also meet with a Retirement Plan Counselor. Visit **kpers457.org** to schedule a meeting.

1 Transaction requests received in good order after the close of the New York Stock Exchange will be processed the next business day.

2 Withdrawals may be subject to ordinary income tax. The 10% federal early withdrawal penalty does not apply to deferred compensation plan withdrawals except for withdrawals attributable to rollovers from another type of plan or account.

Investing involves risk, including possible loss of principal.

kpers401(a)

alongside KPERS for better financial security

GO THE EXTRA MILE FOR YOUR EMPLOYEES

Offering KPERS 401(a) can help them on their road to retirement

Why add KPERS 401(a)?

In the competition for top talent, employers often find themselves having to offer more benefits to prospective employees. When offered with KPERS and KPERS 457, KPERS 401(a) allows you to make employer contributions to help fund employees' retirement, which can help attract and retain skilled workers, and provides another way to help employee retirement readiness.

Some key features:

- KPERS 401(a) is offered at no cost to employers.
- There is no minimum number of employees required.
- It's a flexible, customizable way to add employer match or an additional employer contribution:
  - Employer determines amount or percentage.
  - Matching can be a contribution amount or percentage.
  - Matching employee contributions within a specific dollar range.
- You have an ability to carve out employee groups (e.g., city manager, school superintendent, KPERS 3 employees, director-level officers, etc.)
- One website and statement that seamlessly connects with KPERS 457 and KPERS.
- The investment lineup mirrors KPERS 457.
- The same dedicated, Kansas-based salaried Retirement Counselors that handle KPERS 457 also support KPERS 401(a).

You can offer KPERS 401(a) even if you already have a 457(b) or 403(b) plan. And most Kansas public employers — even those without KPERS — can offer KPERS 401(a) and KPERS 457. They're easy to adopt and KPERS handles the fiduciary duties, reducing your workload and liability.

Learn more about how KPERS 401(a) can work for you!

Call your new group specialist, Len Lehmann, at **816-783-7049** if you want additional information.

City Commission Meeting Date: Monday, November 13, 2023

Session: Regular Meeting

Topic: Award Bid for Oak, Olive, & Kuney Street Waterline Replacement

Department: Public Works

Staff Contact: Administrative Manager, Jennie Hiatt

Background:

Bids for the Oak, Olive, & Kuney Street Waterline Replacement were opened on October 24, 2023.

This project consists of approximately 1,800 LF of waterline construction along NE 14th Street extending to N Kuney Street and N Oak Street.

Bids were received from Olgoonik Enterprises LLC, Fort Riley, J & K Contracting LC, Junction City, Smoky Hill LLC, Salina, and Ditch Diggers, Inc, Salina.

J & K Contracting LC from Junction City was the lowest bid at $213,734.60.

Recommendation:

Award the Oak, Olive, & Kuney Street Waterline Replacement contract to J & K Contracting LC in the amount of $213,734.60.

Fiscal Note:

The waterline project has been budgeted for within the 2023 and 2024 budgets.

Funding Source:

Water Distribution Fund – 002-022-531060

BID TABULATION

Client: City of Abilene
Project: Oak, Olive, & Kuney Street Waterline Replacement
Project Number: E22-00584

Date: 10/25/2023

	Item	Quantity	Unit	Olsson, Inc. Unit Cost $	Olsson, Inc. Cost $	Olgoonik Enterprises LLC Unit Cost $	Olgoonik Enterprises LLC Cost $	J&K Contracting LLC Unit Cost $	J&K Contracting LLC Cost $	SmokyHill LLC Unit Cost $	SmokyHill LLC Cost $	Ditch Diggers, Inc. Unit Cost $	Ditch Diggers, Inc. Cost $
	Street Construction												
1	Mobilization	1	LS	$ 25,000.00	$25,000.00	$40,700.00	$40,700.00	$3,500.00	$3,500.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00
2	Seeding	1	LS	$ 4,500.00	$4,500.00	$9,120.00	$9,120.00	$6,000.00	$6,000.00	$3,000.00	$3,000.00	$1.00	$1.00
3	Contractor Construction Staking	1	LS	$ 5,000.00	$5,000.00	$4,360.00	$4,360.00	$3,000.00	$3,000.00	$8,000.00	$8,000.00	$1.00	$1.00
4	Pavement Removal and Replacement	302	SY	$ 75.00	$22,650.00	$195.00	$58,890.00	$110.00	$33,220.00	$230.00	$69,460.00	$240.00	$72,480.00
5	Temporary Traffic Control	1	LS	$ 10,000.00	$10,000.00	$14,000.00	$14,000.00	$500.00	$500.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00
6	Pothole Existing Sanitary Sewer Service	2	EA	$ 3,000.00	$6,000.00	$2,605.00	$5,210.00	$750.00	$1,500.00	$250.00	$500.00	$500.00	$1,000.00
					$73,150.00		**$132,280.00**		**$47,720.00**		**$126,960.00**		**$119,482.00**
	Waterline Construction												
7	1" CTS PE Tubing (Install Only-City Provided)	741	LF	$ 15.00	$11,115.00	$16.35	$12,115.35	$15.00	$11,115.00	$29.00	$21,489.00	$30.00	$22,230.00
8	2" DR 9 HDPE Water Service (Install Only-City Provided)	29	LF	$ 20.00	$580.00	$39.45	$1,144.05	$15.00	$435.00	$42.00	$1,218.00	$40.00	$1,160.00
9	6" C900 DR-18 PVC Waterline (Install Only-City Provided)	613	LF	$ 37.00	$22,681.00	$35.25	$21,608.25	$25.00	$15,325.00	$50.00	$30,650.00	$55.00	$33,715.00
10	8" C900 DR-18 PVC Waterline (Install Only-City Provided)	1267	LF	$ 44.00	$55,748.00	$43.30	$54,861.10	$25.00	$31,675.00	$55.00	$69,685.00	$65.00	$82,355.00
11	1" Meter Pit (Install Only-City Provided)	32	EA	$ 500.00	$16,000.00	$680.00	$21,760.00	$500.00	$16,000.00	$1,000.00	$32,000.00	$500.00	$16,000.00
12	2" Meter Pit (Connection Only)	1	EA	$ 800.00	$800.00	$3,740.00	$3,740.00	$250.00	$250.00	$1,200.00	$1,200.00	$1,000.00	$1,000.00
13	6" Tapping Sleeve (Install Only-City Provided)	2	EA	$ 5,200.00	$10,400.00	$2,045.00	$4,090.00	$500.00	$1,000.00	$4,150.00	$8,300.00	$2,000.00	$4,000.00
14	12" x 6" Tapping Sleeve (Install Only-City Provided)	1	EA	$ 4,300.00	$4,300.00	$2,045.00	$2,045.00	$600.00	$600.00	$4,250.00	$4,250.00	$2,000.00	$2,000.00
15	12" x 8" Tapping Sleeve (Install Only-City Provided)	1	EA	$ 4,700.00	$4,700.00	$2,210.00	$2,210.00	$600.00	$600.00	$4,250.00	$4,250.00	$2,000.00	$2,000.00
16	6" Solid Sleeve (Install Only-City Provided)	2	EA	$ 1,200.00	$2,400.00	$1,175.00	$2,350.00	$250.00	$500.00	$1,700.00	$3,400.00	$200.00	$400.00
17	12" Solid Sleeve (Install Only-City Provided)	1	EA	$ 2,100.00	$2,100.00	$1,940.00	$1,940.00	$250.00	$250.00	$1,700.00	$1,700.00	$250.00	$250.00
18	6" MJ Gate Valve (Install Only-City Provided)	5	EA	$ 2,500.00	$12,500.00	$585.00	$2,925.00	$150.00	$750.00	$330.00	$1,650.00	$600.00	$3,000.00
19	8" MJ Gate Valve (Install Only-City Provided)	1	EA	$ 2,500.00	$2,500.00	$585.00	$585.00	$150.00	$150.00	$330.00	$330.00	$700.00	$700.00
20	4" Cap MJ (Install Only-City Provided)	4	EA	$ 700.00	$2,800.00	$480.00	$1,920.00	$250.00	$1,000.00	$300.00	$1,200.00	$1,000.00	$4,000.00
21	6" Cap MJ (Install Only-City Provided)	3	EA	$ 700.00	$2,100.00	$480.00	$1,440.00	$250.00	$750.00	$300.00	$900.00	$1,000.00	$3,000.00
22	6" x 45 Degree MJ Bend (Install Only-City Provided)	4	EA	$ 500.00	$2,000.00	$510.00	$2,040.00	$250.00	$1,000.00	$275.00	$1,100.00	$200.00	$800.00
23	8" x 45 Degree MJ Bend (Install Only-City Provided)	2	EA	$ 500.00	$1,000.00	$480.00	$960.00	$250.00	$500.00	$370.00	$740.00	$250.00	$500.00
24	8" x 6" MJ Reducer (Install Only-City Provided)	1	EA	$ 500.00	$500.00	$380.00	$380.00	$150.00	$150.00	$100.00	$100.00	$250.00	$250.00
25	6" MJ Tee (Install Only-City Provided)	3	EA	$ 900.00	$2,700.00	$480.00	$1,440.00	$300.00	$900.00	$275.00	$825.00	$300.00	$900.00
26	8" x 6" MJ Tee (Install Only-City Provided)	5	EA	$ 900.00	$4,500.00	$480.00	$2,400.00	$300.00	$1,500.00	$375.00	$1,875.00	$350.00	$1,750.00
27	6" x 1 Service Saddle (Install Only-City Provided)	5	EA	$ 400.00	$2,000.00	$480.00	$2,400.00	$300.00	$1,500.00	$500.00	$2,500.00	$300.00	$1,500.00
28	8" x 1 Service Saddle (Install Only-City Provided)	18	EA	$ 400.00	$7,200.00	$535.00	$9,630.00	$300.00	$5,400.00	$500.00	$9,000.00	$300.00	$5,400.00
29	8" x 2 Service Saddle (Install Only-City Provided)	1	EA	$ 400.00	$400.00	$570.00	$570.00	$300.00	$300.00	$500.00	$500.00	$400.00	$400.00
30	12" x 1 Service Saddle (Install Only-City Provided)	6	EA	$ 800.00	$4,800.00	$1,115.00	$6,690.00	$300.00	$1,800.00	$500.00	$3,000.00	$300.00	$1,800.00
31	2" PVC Casing (Contractor Furnished)	307	LF	$ 45.00	$13,815.00	$40.30	$12,372.10	$25.00	$7,675.00	$25.00	$7,675.00	$43.00	$13,201.00
32	2.5" PVC Casing (Contractor Furnished)	25	LF	$ 80.00	$2,000.00	$119.00	$2,975.00	$30.00	$750.00	$50.00	$1,250.00	$45.00	$1,125.00
33	10" Steel Casing (Contractor Furnished)	60	LF	$ 220.00	$13,200.00	$227.30	$13,638.00	$115.00	$6,900.00	$110.00	$6,600.00	$195.00	$11,700.00
34	12" Steel Casing (Contractor Furnished)	70	LF	$ 250.00	$17,500.00	$223.70	$15,659.00	$120.00	$8,400.00	$118.00	$8,260.00	$226.00	$15,820.00
35	5-1/4" Fire Hydrant Assembly (Storz) (Includes 6" MJ Gate Valve) (Install Only-City Provided)	5	EA	$ 3,100.00	$15,500.00	$5,940.00	$29,700.00	$900.00	$4,500.00	$1,140.00	$5,700.00	$1,500.00	$7,500.00
36	Connect to Existing Waterline	8	EA	$ 2,000.00	$16,000.00	$570.00	$4,560.00	$1,200.00	$9,600.00	$1,500.00	$12,000.00	$2,000.00	$16,000.00
37	Abandon Existing Waterline	2691	LF	$ 5.00	$13,455.00	$0.50	$1,345.50	$0.60	$1,614.60	$4.00	$10,764.00	$100.00	$269,100.00
38	Remove Existing Fire Hydrant, Salvage to City	3	EA	$ 10.00	$30.00	$760.00	$2,280.00	$300.00	$900.00	$300.00	$900.00	$500.00	$1,500.00
39	Remove Existing Valve Box and Grout	9	EA	$ 10.00	$90.00	$350.00	$3,150.00	$300.00	$2,700.00	$200.00	$1,800.00	$100.00	$900.00
40	Waterline Testing	1	LS	$ 10,000.00	$10,000.00	$6,950.00	$6,950.00	$2,500.00	$2,500.00	$9,000.00	$9,000.00	$500.00	$500.00
41	Flowable Fill	235	CY	$ 100.00	$23,500.00	$134.90	$31,701.50	$115.00	$27,025.00	$160.00	$37,600.00	$150.00	$35,250.00
					$300,914.00		**$285,574.85**		**$166,014.60**		**$303,411.00**		**$561,706.00**
			Total Cost		**$374,064.00**		**$417,854.85**		**$213,734.60**		**$430,371.00**		**$681,188.00**

*** Apparent Low**

denotes calculation error

October 25, 2023

City of Abilene
Attn: Ron Marsh
P.O. Box 519
419 N Broadway St.
Abilene, Kansas 67410

RE: Oak, Olive, & Kuney Street Waterline Replacement
Olsson Project No. E22-00584
Bid Opening: October 24, 2023 at 2:00 pm

Dear Mr. Marsh:

The bid opening for the Oak, Olive, & Kuney Street Waterline Replacement was held on October 24, 2023 at 2:00 pm. Olgoonik Enterprises LLC of Ft. Riley, Kansas, J&K Contracting LC of Junction City, Kansas, SmokyHill LLC of Salina, Kansas, and Ditch Diggers, Inc.of Salina, Kansas submitted bids. J&K Contracting LC was the apparent low bidder with a bid totaling $213,734.60. It is our recommendation to award the bid to J&K Contracting LC. A bid tabulation for the bids is attached.

Sincerely,

Brayson Benne

Brayson Benne, P.E.
Olsson

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Sincerely,

Brayson Benne

Brayson Benne, P.E.
Olsson

302 S. Fourth Street / Suite 110 / Manhattan, KS 66502
O 785.539.6900 / olsson.com

BID TABULATION

olsson

Client: City of Abilene
Project: Oak, Olive, & Kuney Street Waterline Replacement
Project Number: E22-00584

Date: 10/25/2023

	Item	Quantity	Unit	Olsson, Inc.		Olgoonik Enterprises LLC		J&K Contracting LC		SmokyHill LLC		Ditch Diggers, Inc.	
				Unit Cost $	Cost $	Unit Cost $	Cost $	Unit Cost $	Cost $	Unit Cost $	Cost $	Unit Cost $	Cost $
	Street Construction												
1	Mobilization	1	LS	$ 25,000.00	$25,000.00	$40,700.00	$40,700.00	$3,500.00	$3,500.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00
2	Seeding	1	LS	$ 4,500.00	$4,500.00	$9,120.00	$9,120.00	$6,000.00	$6,000.00	$3,000.00	$3,000.00	$1.00	$1.00
3	Contractor Construction Staking	1	LS	$ 5,000.00	$5,000.00	$4,360.00	$4,360.00	$3,000.00	$3,000.00	$8,000.00	$8,000.00	$1.00	$1.00
4	Pavement Removal and Replacement	302	SY	$ 75.00	$22,650.00	$195.00	$58,890.00	$110.00	$33,220.00	$230.00	$69,460.00	$240.00	$72,480.00
5	Temporary Traffic Control	1	LS	$ 10,000.00	$10,000.00	$14,000.00	$14,000.00	$500.00	$500.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00
6	Pothole Existing Sanitary Sewer Service	2	EA	$ 3,000.00	$6,000.00	$2,605.00	$5,210.00	$750.00	$1,500.00	$250.00	$500.00	$500.00	$1,000.00
					$73,150.00		**$132,280.00**		**$47,720.00**		**$126,960.00**		**$119,482.00**
	Waterline Construction												
7	1" CTS PE Tubing (Install Only-City Provided)	741	LF	$ 15.00	$11,115.00	$16.35	$12,115.35	$15.00	$11,115.00	$29.00	$21,489.00	$30.00	$22,230.00
8	2" DR 9 HDPE Water Service (Install Only-City Provided)	29	LF	$ 20.00	$580.00	$39.45	$1,144.05	$15.00	$435.00	$42.00	$1,218.00	$40.00	$1,160.00
9	6" C900 DR-18 PVC Waterline (Install Only-City Provided)	613	LF	$ 37.00	$22,681.00	$35.25	$21,608.25	$25.00	$15,325.00	$50.00	$30,650.00	$55.00	$33,715.00
10	8" C900 DR-18 PVC Waterline (Install Only-City Provided)	1267	LF	$ 44.00	$55,748.00	$43.30	$54,861.10	$25.00	$31,675.00	$55.00	$69,685.00	$65.00	$82,355.00
11	1" Meter Pit (Install Only-City Provided)	32	EA	$ 500.00	$16,000.00	$680.00	$21,760.00	$500.00	$16,000.00	$1,000.00	$32,000.00	$500.00	$16,000.00
12	2" Meter Pit (Connection Only)	1	EA	$ 800.00	$800.00	$3,740.00	$3,740.00	$250.00	$250.00	$1,200.00	$1,200.00	$1,000.00	$1,000.00
13	6" Tapping Sleeve (Install Only-City Provided)	2	EA	$ 5,200.00	$10,400.00	$2,045.00	$4,090.00	$500.00	$1,000.00	$4,150.00	$8,300.00	$2,000.00	$4,000.00
14	12" x 6" Tapping Sleeve (Install Only-City Provided)	1	EA	$ 4,300.00	$4,300.00	$2,045.00	$2,045.00	$600.00	$600.00	$4,250.00	$4,250.00	$2,000.00	$2,000.00
15	12" x 8" Tapping Sleeve (Install Only-City Provided)	1	EA	$ 4,700.00	$4,700.00	$2,210.00	$2,210.00	$600.00	$600.00	$4,250.00	$4,250.00	$2,000.00	$2,000.00
16	6" Solid Sleeve (Install Only-City Provided)	2	EA	$ 1,200.00	$2,400.00	$1,175.00	$2,350.00	$250.00	$500.00	$1,700.00	$3,400.00	$200.00	$400.00
17	12" Solid Sleeve (Install Only-City Provided)	1	EA	$ 2,100.00	$2,100.00	$1,940.00	$1,940.00	$250.00	$250.00	$1,700.00	$1,700.00	$250.00	$250.00
18	6" MJ Gate Valve (Install Only-City Provided)	5	EA	$ 2,500.00	$12,500.00	$585.00	$2,925.00	$150.00	$750.00	$330.00	$1,650.00	$600.00	$3,000.00
19	8" MJ Gate Valve (Install Only-City Provided)	1	EA	$ 2,500.00	$2,500.00	$585.00	$585.00	$150.00	$150.00	$330.00	$330.00	$700.00	$700.00
20	4" Cap MJ (Install Only-City Provided)	4	EA	$ 700.00	$2,800.00	$480.00	$1,920.00	$250.00	$1,000.00	$300.00	$1,200.00	$1,000.00	$4,000.00
21	6" Cap MJ (Install Only-City Provided)	3	EA	$ 700.00	$2,100.00	$480.00	$1,440.00	$250.00	$750.00	$300.00	$900.00	$1,000.00	$3,000.00
22	6" x 45 Degree MJ Bend (Install Only-City Provided)	4	EA	$ 500.00	$2,000.00	$510.00	$2,040.00	$250.00	$1,000.00	$275.00	$1,100.00	$200.00	$800.00
23	8" x 45 Degree MJ Bend (Install Only-City Provided)	2	EA	$ 500.00	$1,000.00	$480.00	$960.00	$250.00	$500.00	$370.00	$740.00	$250.00	$500.00
24	8" x 6" MJ Reducer (Install Only-City Provided)	1	EA	$ 500.00	$500.00	$380.00	$380.00	$150.00	$150.00	$100.00	$100.00	$250.00	$250.00
25	6" MJ Tee (Install Only-City Provided)	3	EA	$ 900.00	$2,700.00	$480.00	$1,440.00	$300.00	$900.00	$275.00	$825.00	$300.00	$900.00
26	8" x 6" MJ Tee (Install Only-City Provided)	5	EA	$ 900.00	$4,500.00	$480.00	$2,400.00	$300.00	$1,500.00	$375.00	$1,875.00	$350.00	$1,750.00
27	6" x 1 Service Saddle (Install Only-City Provided)	5	EA	$ 400.00	$2,000.00	$480.00	$2,400.00	$300.00	$1,500.00	$500.00	$2,500.00	$300.00	$1,500.00
28	8" x 1 Service Saddle (Install Only-City Provided)	18	EA	$ 400.00	$7,200.00	$535.00	$9,630.00	$300.00	$5,400.00	$500.00	$9,000.00	$300.00	$5,400.00
29	8" x 2 Service Saddle (Install Only-City Provided)	1	EA	$ 400.00	$400.00	$570.00	$570.00	$300.00	$300.00	$500.00	$500.00	$400.00	$400.00
30	12" x 1 Service Saddle (Install Only-City Provided)	6	EA	$ 800.00	$4,800.00	$1,115.00	$6,690.00	$300.00	$1,800.00	$500.00	$3,000.00	$300.00	$1,800.00
31	2" PVC Casing (Contractor Furnished)	307	LF	$ 45.00	$13,815.00	$40.30	$12,372.10	$25.00	$7,675.00	$25.00	$7,675.00	$43.00	$13,201.00
32	2.5" PVC Casing (Contractor Furnished)	25	LF	$ 80.00	$2,000.00	$119.00	$2,975.00	$30.00	$750.00	$50.00	$1,250.00	$45.00	$1,125.00
33	10" Steel Casing (Contractor Furnished)	60	LF	$ 220.00	$13,200.00	$227.30	$13,638.00	$115.00	$6,900.00	$110.00	$6,600.00	$195.00	$11,700.00
34	12" Steel Casing (Contractor Furnished)	70	LF	$ 250.00	$17,500.00	$223.70	$15,659.00	$120.00	$8,400.00	$118.00	$8,260.00	$226.00	$15,820.00
35	5-1/4" Fire Hydrant Assembly (Storz) (Includes 6" MJ Gate Valve) (Install Only-City Provided)	5	EA	$ 3,100.00	$15,500.00	$5,940.00	$29,700.00	$900.00	$4,500.00	$1,140.00	$5,700.00	$1,500.00	$7,500.00
36	Connect to Existing Waterline	8	EA	$ 2,000.00	$16,000.00	$570.00	$4,560.00	$1,200.00	$9,600.00	$1,500.00	$12,000.00	$2,000.00	$16,000.00
37	Abandon Existing Waterline	2691	LF	$ 5.00	$13,455.00	$0.50	$1,345.50	$0.60	$1,614.60	$4.00	$10,764.00	$100.00	$269,100.00
38	Remove Existing Fire Hydrant, Salvage to City	3	EA	$ 10.00	$30.00	$760.00	$2,280.00	$300.00	$900.00	$300.00	$900.00	$500.00	$1,500.00
39	Remove Existing Valve Box and Grout	9	EA	$ 10.00	$90.00	$350.00	$3,150.00	$300.00	$2,700.00	$200.00	$1,800.00	$100.00	$900.00
40	Waterline Testing	1	LS	$ 10,000.00	$10,000.00	$6,950.00	$6,950.00	$2,500.00	$2,500.00	$9,000.00	$9,000.00	$500.00	$500.00
41	Flowable Fill	235	CY	$ 100.00	$23,500.00	$134.90	$31,701.50	$115.00	$27,025.00	$160.00	$37,600.00	$150.00	$35,250.00
					$300,914.00		**$285,574.85**		**$166,014.60**		**$303,411.00**		**$561,706.00**
			Total Cost		**$374,064.00**		**$417,854.85**		**$213,734.60**		**$430,371.00**		**$681,188.00**

* Apparent Low

denotes calculation error

NOTICE OF AWARD

Owner:	City of Abilene, KS	Owner's Project No.:	
Engineer:	Olsson, Inc.	Engineer's Project No.:	E22-00584
Project:	Oak, Olive, & Kuney Street Waterline Replacement		
Bidder:	J&K Contracting LC		
Bidder's Address:	PO Box 306, 801 W. 6th Street, Suite B Junction City, Kansas 66441		

You are notified that Owner has accepted your Bid dated **October 24, 2023** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The project consists of approximately 1,800 LF of waterline construction along NE 14th Street extending to N Kuney Street and N Oak Street. In addition, this project includes directional drilling, utility trenching, backfill, pavement removal and replacement and all other associated work as indicated in the drawings in accordance with the specifications. Final Completion of this project will be June 1, 2024.

The Contract Price of the awarded Contract is **$213,734.60**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

1 (one) unexecuted counterpart of the Agreement accompanies this Notice of Award and has been made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **1 (one)** counterparts of the Agreement electronically, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): N/A

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Owner: **City of Abilene, KS**

By *(signature)*: ______________________________

Name *(printed)*: ______________________________

Title: ______________________________

Date of Issuance: ______________________________

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Copy: Engineer

NOTICE OF AWARD

Owner:	City of Abilene, KS	Owner's Project No.:	
Engineer:	Olsson, Inc.	Engineer's Project No.:	E22-00584
Project:	Oak, Olive, & Kuney Street Waterline Replacement		
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Owner:	**City of Abilene, KS**
By *(signature)*:	
Name *(printed)*:	Trevor D. Witt
Title:	Mayor
Date of Issuance:	November 13, 2023

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Copy: Engineer

11. Call to Order – November 13, 2023, City Commission Study Session

12. November 13, 2023, City Commission Study Session Agenda

a. WSU Sports Complex Feasibility Study Results – Nigel Soria, WSU
b. Olsson Master Agreement Work Order No. 5, Design and Bidding displaced threshold, Finance Director, Johnson
c. Olsson Engineering Construction and Inspection Services – CCLIP Project, K-15 from SW 6th to UPRR, City Manager Marsh, Brayson Benne, Olsson
d. Mobile Food Vendor Ordinance – City Manager Marsh, City Attorney Martin
e. Precious Metals/Pawnbroker license – City Attorney Martin
f. Open Carry in the Abilene Public Library – City Manager Marsh
g. City Manager Performance Review – Trevor Witt, Mayor

13. Consider a motion to adjourn the November 13, 2023, City Commission Meeting.

<u>Future Meeting Reminders</u>

*City Commission Regular Meeting, November 27, 2023, at 4 p.m.
*City Commission Study Session, November 27, 2023 - 15 minutes following the adjournment of the regular meeting, will not start before 4:30 p.m.
*City Commission Regular Meeting, December 11, 2023, at 4 p.m.
*City Commission Study Session, December 11, 2023 - 15 minutes following the adjournment of the regular meeting, will not start before 4:30 p.m.

ABILENE KANSAS

City Commission

Trevor Witt
Mayor

John Kollhoff
Vice-Mayor

Brandon Rein
Member

Wendy Miller
Member

Dee Marshall
Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

City Commission Meeting Date: Monday, November 13, 2023

Session: Study Session

Topic: WSU Feasibility and Economic Impact Study Presentation

Department: Parks & Recreation

Staff Contact: Kellee Timbrook

Background:

The City Commission approved a Feasibility and Economic Impact Study for the Sports Complex with Wichita State University. The study is complete and will be presented to the commission by Nigel Soria, Research Economist and Data Scientist with WSU.

Recommendation:

Accept the Feasibility and Economic Impact Study for the Sports Complex, completed by Wichita State University.

Fiscal Note:

N/A

Funding Source:

N/A

ABILENE
KANSAS

Abilene Sports Complex Feasibility Study

City of Abilene | November 2023

Contents

WICHITA STATE UNIVERSITY
PUBLIC POLICY & MANAGEMENT CENTER

Misty Bruckner, Director
Nigel Soria, Research Economist
Isabel Ebersole, Research Project Manager

Acknowledgements

The Public Policy and Management Center (PPMC) would like to thank Abilene Sports Complex Committee who assisted with input into this report: Ron Marsh, Kellee Timbrook, Angie Evans, Trevor Witt, Billy Hansen, and Anthony Geiger. The PPMC would also like to thank the residents of Abilene for completing the survey.

Disclaimer

This study was conducted by the PPMC at Wichita State University. The PPMC is an independent research body unaffiliated with the City of Abilene. This report was prepared by the research team and data collected from external sources. PPMC's findings are based on assumption of data accuracy received from internal and external sources. The findings represent the findings, views, opinions, and conclusions of the research team alone. The report does not express the official or unofficial policy of Wichita State University.

Executive Summary

- The direct economic impact of the Abilene Sports Complex based on expenditures for hotels, restaurants, and other activities among out-of-town visitors traveling to Abilene for tournaments is projected to be approximately $1.5 million per year
- A special sales tax increase could bring in approximately $0.5 million (1/4 cent increase) to $1.5 million (3/4 cent increase) in sales tax revenue
- The proposed complex is projected to host an additional 13 tournaments per year (i.e., above the number currently being hosted)
- These tournaments are projected to bring in over 15,000 out-of-town visitors, including players and their guests, each year
- This sports complex would replace an existing sports complex, so the operational and technical feasibility risks are low; however, converting from natural grass to turf would introduce additional maintenance considerations
- Over 90% of survey respondents indicated they approved of previous community investments, which included the Abilene Community Center and the public pool and library improvements
- Making updates to the existing facilities received the most support from respondents; however, all three options received support from the majority of respondents
- Respondents indicated they were most willing to pay to update the existing facilities (68.9%), while a new complex with turf fields received the least amount of support among the three options (61.2%)
- Most respondents who indicated a willingness to pay supported a half-cent increase in the local sales tax

Background

In response to a request from the City of Abilene, the Public Policy and Management Center (PPMC) at Wichita State University conducted a study to examine the potential economic impact and feasibility of a new sports complex. The purpose of this study is to inform the community of the potential economic impact and feasibility associated with constructing a new sports complex in Abilene, KS. The economic impact study assesses the effect the sports complex will have on the local economy, including potential tax revenue and other economic benefits, while the feasibility study examines the practicality and viability of the sports complex.

The development of a new sports complex will require a significant amount of funding. The PPMC worked with the Sports Complex Task Force to develop a survey to elicit citizen satisfaction, community investment priorities, and willingness to pay for such a project through a sales tax increase. The study concludes with a discussion of the results of that survey.

In addition to examining the factors specific to Abilene and the potential economic impact of a new sports complex, this study provides a baseline of information on the existing research concerning sports facilities and economic development, as well as an awareness of the full range of costs and benefits of these projects.

Conceptual Rationale for Impact Studies

Figure 1 illustrates the conceptual framework for conducting an economic impact study. Community residents contribute funds to their city through various forms of taxes. A portion of these funds is allocated by the city to subsidize the production of events or the development of facilities. These events or facilities, in turn, draw out-of-town visitors who inject money into the local community. The infusion of new money from external sources creates a positive economic impact, generating additional income and job opportunities within the community for its residents.

This cyclical process completes a mutually beneficial loop: community residents invest their tax funds, and they reap the rewards of this investment in the form of new employment opportunities and increased household income. The interaction between financial contributions and economic benefits underscores the significance of public investments in events and facilities, as they foster economic growth and prosperity, benefiting both residents and the broader community. Understanding this cycle is pivotal in formulating effective strategies for economic development and optimizing the utilization of tax funds to promote positive outcomes for all stakeholders involved (Crompton, Lee, & Shuster, 2001).

Economic impact studies serve as a valuable addition to the conventional financial balance sheets provided to city councils by agencies. While the financial balance sheet is instrumental in showcasing fiscal accountability, documenting expenditures and income managed by the city council, and establishing evidence of responsible management of public funds, it falls short in addressing a more comprehensive matter. Namely, it does not encompass the broader issue of what community residents gain in return for their investment of tax funds.

Economic impact studies can facilitate understanding beyond the traditional financial metrics and explore the tangible outcomes that arise from public investments. These studies reveal the economic benefits that local residents receive as a result of their tax contributions. This includes a thorough examination of income generation and overall economic growth propelled by the investments made by the city council.

Integrating economic impact studies into the decision-making process provides a more complete understanding of the return on investment for the community. It empowers city councils to make well-informed choices, optimize resource allocation, and maximize the positive impact of public funds on the lives of residents. By embracing this approach, city councils can effectively demonstrate transparency, accountability, and a commitment to ensuring that community investments yield tangible and enduring benefits for all stakeholders involved.

Figure 1: Conceptual Rationale for Impact Studies

Source: Crompton, Lee, & Shuster (2001)

Simple Economic Valuation Framework

Public funding is typically sought to subsidize investment in sports and recreation facilities and events, with the promise of delivering an economic upswing to the region. The proposition hinges on the idea that the investment cost will be surpassed by the net returns reaped by local businesses (Rolfe, 2019). This can be expressed using the following simple model:

$$\text{Net Community Benefit} = \text{Net Benefits} - \text{Costs}$$

The economic impact resulting from a newly established sports complex relates exclusively to the influx of new money into the local economy by visitors originating from outside the community. It is important to focus solely on the spending patterns of visitors who reside outside the jurisdiction and whose primary purpose for visiting is to attend activities at the sports complex. The inclusion of such expenditures ensures an accurate assessment of the economic benefits attributed to the sports complex and its capacity to attract external revenue streams to the local economy. Concentrating on these specific aspects facilitates a more precise understanding of the proposed complex's potential economic contribution and its potential influence on the broader community (Crompton, Lee, & Shuster, 2001).

Identifying the Economic Costs and Benefits of Sports Facilities

The following five lines of argument typically dominate when it comes to generating support for public spending on sports facilities (Crompton J. L., 2001):

1. Economic impacts from visitors due to increased spending (new money)
2. Stimulation of other development (spin-off development)
3. Increased community visibility
4. Enhanced community image
5. Psychic income

At a basic level, these impacts are categorized as economic and noneconomic impacts, where economic impacts include spending by visitors at events and noneconomic impacts include social impacts like community pride (Chapin, 2002).

Table 1 summarizes the real costs and benefits associated with sports facilities. As the table indicates, there is a larger number of costs and benefits attributable to these projects than is typically considered by the public sector. A total of 15 costs and benefits are identified in the table, which illustrates that many of these costs and benefits are often not considered in economic impact analyses. Of the ten costs identified, only three are typically included in sports facility impact assessments. On the benefit side, marginal economic activity is often overlooked, which is an important subset of total economic activity.[1]

The economic impact analysis section of this study primarily involves the calculation of the amount of new dollars that are likely to result from the development of a new sports complex. The community survey addresses more of the noneconomic costs and benefits, including connection to the community, commitment to the public interest, and investment priorities.

[1] See Chapin (2002) for a detailed discussion of these and additional costs and benefits.

Table 1: The Real and Potential Costs and Benefits of Sports Facilities

		Costs	Benefits
Economic	**Common Considerations**	• Acquisition Costs • Construction Costs • Carrying Costs	• Taxes and Other Revenues • Total Economic Activity (dollars and jobs)
	Additional Considerations	• Relocation Costs • Opportunity Costs for Land • Opportunity Costs for Funds • Demolition and Remediation	• Marginal Economic Activity (new dollars and jobs)
Noneconomic	**Common Considerations**		• Community Identity • Community Visibility
	Additional Considerations	• Community Identity • Community Visibility • Potential for Community Conflict	

Methodology

Economic Impact

The estimate for the direct economic impact results from the following calculation:[2]

$$\begin{aligned}\text{Direct Impact} = {} & \text{Number of New Tournaments per Year} \\ & \times \text{Number of Out-of-Town Teams} \\ & \times \text{Number of Players per Team} \\ & \times \text{Number of Spectators per Player} \\ & \times \text{Total Spending per Visitor}\end{aligned}$$

The calculation begins with the number of new tournaments that will be made possible by the new sports complex. The PPMC worked with members of the Sports Complex Task Force to estimate the number of additional tournaments and teams a new complex

[2] This study only considers the direct impact to avoid the limitations and potentially misleading results from using multipliers to calculate the indirect and induced impacts of increases in out-of-town spending on local economic activity.

could support, excluding existing tournaments and other activities that occur at the existing sports complex.

Although residents may increase their purchases related to local sporting activities, they will likely reduce other types of expenditures to stay within their budget. Thus, while the impact tends to be positive, it may not be as high as expected when considering this substitution effect. Therefore, local teams are excluded from the analysis. Only teams coming in from outside of Abilene are considered in the economic impact calculation.

Family and friends typically accompany players to out-of-town tournaments, so these individuals are included to estimate the total number of out-of-town visitors traveling to Abilene per year to attend sporting events at the new sports complex. These counts are combined with estimates of the total spending per visitor per visit across several categories, including hotels, restaurants, and fuel, to generate an estimate of the direct impact of the new economic activity projected to result from building a new complex.

To prevent the survey used in this study from becoming too time-consuming and cumbersome for the respondents, questions about spending habits were omitted. Instead, this study pulls estimates of these spending habits from Brinker, et al. (2008), which is comparable in scope and geography. The numbers pulled from Brinker, et al. (2008) have been adjusted for inflation.

Lastly, the estimates include constraints for available goods and services. The availability of goods and services is a key assumption for economic impact analyses. That is, for out-of-town visitors to purchase local goods and services, enough goods and services need to exist. In this case, the estimates include a constraint on the number of local hotel rooms.

Feasibility

The feasibility study assesses the viability of the project from various perspectives, including market demand, operational feasibility, financial viability, and technical feasibility, by addressing the following questions:

1. **Market analysis:** What is the current level of usage, and is there enough demand for sports facilities in the area to justify the capital investment?
2. **Operational feasibility:** Is there suitable land and access to the required inputs to sustain operations?
3. **Financial viability:** Is the potential revenue large enough to support the construction and operations of the complex?
4. **Technical feasibility:** Can the technical requirements for the construction of the complex be met?

Community Survey

This community survey was open to all Abilene residents. A total of 668 survey responses were received between May 19 and June 9, 2023. With an adult population of 5,088, the survey had a response rate of 13.1 percent (U.S. Census Bureau). This is a strong return rate for community surveys which are considered successful if they receive between a 10 and 15 percent response. After screening for 50 percent completion and cleaning the data, a total of 514 survey responses were analyzed.

The City promoted the survey through social media, their community engagement platform. Respondents had the option to take the survey online or in a paper format. Most (659) were taken online. Only nine paper copies of the survey were submitted. Paper copies were available at the Abilene Community Center, City Hall, and the Senior Center.

Economic Impact Analysis

Tournament and Visitor Estimates

Table 2 contains estimates for the number of out-of-town visitors by sport. Multiplying the numbers in columns two through five yields the visitor estimates in column six. Table 3 contains estimates for the associated level of spending by sport, where the amounts are inflation-adjusted estimates from Brinker, et al. (2008).

Table 2: Visitor Estimates by Sport

Sport Group	Number of Annual Tournaments	Out-of-Town Teams per Tournament	Average Players per Team	Average Spectators Accompanying Players	Visitors to Abilene per Year
Youth Baseball	4	36	12	4.24	7,327
Youth Softball	4	36	12	4.05	6,998
Men's Slow Pitch	1	7	11	4.24	326
Coed Slow Pitch	3	7	11	4.24	979
Pickleball	1	20	2	4.27	171
(T)otals / (A)verages	**13 (T)**	**121 (T)**	**11.56 (A)**	**4.27 (A)**	**15,802**

Table 3: Visitor Expenditure Estimates by Category

Sport Group	Hotels/ Motels	Cultural Amenities	Parking/ Tickets/ Fees	Grocery Items	Restaurants	Non-Food Shopping	Fuel	Total per Visitor per Visit
Youth Baseball	$38.78	$6.88	$6.17	$10.50	$26.87	$5.02	$21.50	$115.71
Youth Softball	$38.85	$8.33	$7.58	$9.65	$28.52	$10.30	$29.18	$132.40
Men's Slow Pitch	$38.85	$8.33	$7.58	$9.65	$28.52	$10.30	$29.18	$132.40
Coed Slow Pitch	$38.85	$8.33	$7.58	$9.65	$28.52	$10.30	$29.18	$132.40
Pickleball	$39.95	$8.18	$7.22	$10.15	$29.08	$8.50	$28.26	$131.35
(T)otals / (A)verages	**$39.95 (A)**	**$8.18 (A)**	**$7.22 (A)**	**$10.15 (A)**	**$29.08 (A)**	**$8.50 (A)**	**$28.26 (A)**	**$131.35**

Source: Brinker, et al. (2008)—adjusted for inflation.

Projected Annual Revenues

Multiplying the estimated visitors per year and the total spending per visitor per visit yields estimates of the projected annual revenue by sport. This is amount of new dollars that would accrue to local residents.[3] Table 4 contains a breakdown of the five sports considered in this study. Table 5 contains the results of aggregating the projected annual revenue estimates and combines this figure with the possible sales tax increases to estimate the increase in sales tax revenue.

Table 4: Projected Annual Revenue by Sport

Sport Group	Visitors to Abilene per Year	Total per Visitor per Visit	Projected Annual Revenue
Youth Baseball	7,327	$115.71	$600,879.48
Youth Softball	6,998	$132.40	$692,045.79
Men's Slow Pitch	326	$132.40	$39,867.76
Coed Slow Pitch	979	$132.40	$119,603.27
Pickleball	171	$131.35	$22,417.86
Totals	**15,802**	**$131.47**	**$1,474,814.16**

Table 5: Projected Sales Tax Revenue

Tax Increase	Current Taxable Sales	Projected Revenue	Total Taxable Sales	Taxes from Base Tax	Taxes from Special Tax	Projected Tax Increase
0.25%	$200,000,000	$1,474,814	$201,474,814	$7,374	$503,687	$511,061
0.50%	$200,000,000	$1,474,814	$201,474,814	$7,374	$1,007,374	$1,014,748
0.75%	$200,000,000	$1,474,814	$201,474,814	$7,374	$1,511,061	$1,518,435

[3] These estimates do not account for substitution effects or potential economic leakages. The hotel constraint used in these estimates assume 120 available rooms with two occupants per room.

Current Taxable Sales

This number represents an estimate of the average (existing) sales dollars in Abilene using data from the Kansas Department of Revenue.

Projected Revenue

This number comes from Table 4, which contains estimates of the projected annual revenue for the additional tournaments the new sports complex would support.

Total Taxable Sales

This is the sum of Current Taxable Sales and Projected Revenue.

Taxes from Base Tax

This number comes from applying the current sales tax rate to the projected revenue from the new activity. This number excludes Current Taxable Sales as this represents existing economic activity that would be expected to persist whether a new sports complex was developed.

Taxes from Special Tax

This number is calculated by multiplying the sum of Current Taxable Sales and Projected Revenue by the proposed sales tax Increase. An increase in the sales tax represents a change in policy, so this change may be applied to Current Taxable Sales even though these sales do not represent new economic activity.

Projected Tax Increase

This is the sum of Taxes from Base Tax and Taxes from Special Tax.

Feasibility Analysis

Market Analysis

Almost 75 percent of respondents indicated they, or someone in their family, participated in sporting events, with baseball and football being the most popular among the options given. Only 23 percent of respondents indicated any level of participation in pickleball, but this sport is growing in popularity. Dedicated pickleball courts could make Abilene a destination for the growing number of pickleball tournaments that occur annually.[4] The community survey section contains a more detailed discussion of the market usage characteristics, but the results indicate there is a strong demand for sports in Abilene.

Operational Feasibility

The City of Abilene already has the staffing, maintenance experience, and equipment needed to operate a sports complex; however, the proposed complex is larger than the existing complex, so additional staff may be necessary to support operations at a

[4] The known places to play pickleball totaled 10,724 at the end of 2022, which was an increase of 1,557 locations or approximately 130 new locations per month (places2play.org)

slightly higher scale. One risk would be not being able to find qualified staff to meet these additional labor needs.

Additionally, one of the proposed configurations of the complex calls for replacing natural grass with artificial turf, which comes with different maintenance requirements. Natural grass fields require ongoing irrigation, mowing, fertilization, and pest control, while maintaining artificial turf involves cleaning, repairing damaged sections, and periodic maintenance to ensure longevity and safety. The up-front cost to install artificial turf is higher than natural grass, but the long-term maintenance costs should be lower (than natural grass) if properly maintained. The city needs to consider the availability of skilled labor and equipment to maintain artificial turf as these are different from the labor and equipment needed to maintain natural grass.

Financial Feasibility

The majority of survey respondents indicated a willingness to pay for a new sports complex. Some of this willingness to pay comes from the approval of prior community investments. Most respondents indicated a preference for updating the current facilities and being willing to pay a quarter-cent tax increase. Given the results of the economic calculations, a half-cent sales tax increase is still likely to pass and would most likely be sufficient to service a bond needed to support the development of a new complex with artificial turf; however, if the community only agrees to a quarter-cent increase, the project may need to be limited to updating the existing facilities with better lighting, irrigation, sewer systems, electrical, bathrooms, and concessions.

Technical Feasibility

Site preparation and utility infrastructure requirements should be easily met as there is already a sports complex at this site. The technical risks would be higher if the location in question was a vacant lot or something other than a sports complex, but this location is already properly zoned and has some of the required infrastructure; however, the site will need to be outfitted with better drainage whether the community pursues natural or artificial turf. The Sports Complex Task Force has already moved forward with obtaining renderings of the proposed complex, so it is easy to see the new complex would fit within the same geographic area as the current complex. The firm that provided the renderings, Mammoth Sports Construction, has previously worked with Abilene on its football field and facilities. The firm's clients also include the University of Nebraska, Oklahoma State University, and Kansas State University, so the firm has experience with installations that see high-profile activity. Accordingly, the technical risks are relatively low given the community's history.

Community Survey Results

Commitment to Community

The Public Interest

Local governments rely on residents to fund necessary community services and enhancements. Strong communities engage residents in important decisions impacting their well-being and future. A community survey is one way for local government to include residents in the decision-making process. It allows leaders to better understand resident attitudes and priorities.

The first section of the survey uses measures backed by 25 years of research to gauge how committed residents are to supporting their community and the public interest. All people are driven to some extent by self-interest. As residents are faced with challenges, be they economic or other, they are likely to prioritize their own well-being. This has implications for the community which relies on resident support for the public interest for sustainability. Public leaders must be careful to balance self-interested concerns with the greater public interest.

The Public Interest: Balancing Self and Community Interests

The first dimension of the public interest measured in Table 1-1 is a conflict we all face: balancing our self-interests and our community's interest. How we behave is affected in part by personal circumstances. However, how we anticipate our fellow community members will act can also affect our behavior. The way residents perceive each other's commitment to the public interest has implications for their behavior.

The first two measures in Table 1-1 show that:

- Most respondents think they are willing to put community interests above personal interests (80.1 percent), but
- Do not think their fellow community members can do the same (41.1 percent).

This paradox is to be expected and consistent with previous research (Glaser, Bannon, & Carrithers, 2015). While a large majority of respondents indicate a predisposition to act in the public interest, some may fail to act on this because they do not believe their fellow residents will do the same.

Table 1.1: Public Interest

	Disagree	**Agree**
I am willing to put community interests above personal interests.	20.0%	80.1%
Most people are willing to put community interests above personal interests.	58.8%	41.1%
I am willing to make personal investments to improve the future of Abilene.	16.9%	83.1%
Most residents are willing to make personal investments to improve the future of Abilene.	44.9%	55.1%
Range of N = 480 – 499 Standardized Cronbach's Alpha = 0.763		

The Public Interest: Balancing the Well-being of Current and Future Generations

The last two measures in Table 1-1 highlight a second dimension of the public interest: balancing the interests of current and future generations. The sustainability of a community greatly depends on residents' commitment to the well-being of future generation. Like the first dimension of the public interest (self- versus community interest) previous research finds a similar, but less dramatic paradox between how people view the interests of current and future generations (Glaser, Bannon, & Carrithers, 2015).

Consistent with previous findings, an even stronger majority of respondents (83.1 percent) indicate they are willing to make personal investments to improve the future of Abilene. Respondents who indicate a willingness to make personal investments for the future are more likely to act on their predisposition when they expect their fellow residents to do the same. Encouragingly, over half of respondents (55.1 percent) believe in their fellow residents' ability to make personal investments for the future.

Public Interest Index and Classification of Respondents.

Each respondent has been assigned a Public Interest Index score depending on how they answered the four items in Table 1-1 (1=Strongly Disagree, 2=Disagree, 3=Agree, 4=Strongly Agree). Taken together, respondents can be classified by their level of commitment to the public interest (Low=4-7, Moderate=8-12, High=13-16).

Respondents to this survey have the following Public Interest Indices:

5.6% Low
76.4% Moderate
18.0% High

Ones level of commitment to the public interest affects their interactions with and perception of government, community organizations, and fellow community members. Respondents with "Low" levels of commitment to the public interest are more likely to prioritize their own personal well-being. Respondents with "high" levels of commitment are more likely to prioritize the well-being of the community.

Over three-quarters of respondents to this survey (76.4 percent) have a “moderate” commitment to the public interest. While they may not have the highest commitment, they are certainly not uncommitted to the public interest. This puts the city in an advantageous position.

There was only one statistically significant[5] difference in respondents’ public interest index score based on demographics – voter registration status (p=0.019). However, given that nearly all respondents (97.8 percent) said they were registered voters this is not a substantial difference. Respondent age or how long they have lived in Abilene made no significant difference to their public interest index score. Overall, the lack of variability across demographics indicates Abilene residents have fairly similar beliefs as they relate to the public interest.

The rest of the report will refer to Public Interest Index Scores to provide a deeper understanding of how different groups of respondents view community issues, their investment priorities, and their willingness to produce improvements.

Connection to Community

The measures in Table 2-1 are used to determine to what extent residents have chosen to live in Abilene based on community attributes like friends and family or safety. When people feel they chose their community, they are more likely to want to invest in its well-being.

Overwhelmingly, respondents indicated they believe people choose to live in Abilene because of connections to friends and family (90.3 percent) and because it is safe (96.1 percent). Slightly fewer, but still a large majority (89.6 percent) say they expect to be living in Abilene five years from now.

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[5]A statistically significant difference (< .05) is a technical calculation. When something is statistically significant, it means we can be very confident that the results are not likely due to chance.

Table 2-1: Connections to Community

	Disagree	Agree
Most people choose to live in Abilene because of connections to friends and family.	9.8%	90.3%
Abilene is a safe community.	4.0%	96.1%
I expect to be living in Abilene five years from now.	10.4%	89.6%
Range of N = 492 - 502		

There were no significant differences between respondent voter registration status, age, or the number of years respondents have lived in Abilene and their connections to the community.

Table 2-2 shows that the higher one's commitment to the public interest, the more likely they are to believe most people choose to live in Abilene because of connections to friends and family. All respondents with a High commitment to the public interest think Abilene is a safe community, as compared to only three-quarters (76.9 percent) of respondents with a Low commitment to the public interest.

Table 2-2: Connections to Community by Commitment to the Public Interest

	Commitment to the Public Interest		
	Low	Med	High
Most people choose to live in Abilene because of connections to friends and family.			
Disagree	26.9%	9.8%	3.6%
Agree	73.0%	90.2%	96.4%
Abilene is a safe community.			
Disagree	23.0%	3.4%	-
Agree	76.9%	96.7%	100.0%
I expect to be living in Abilene five years from now.			
Disagree	44.0%	10.9%	-
Agree	56.0%	89.2%	100.0%
Range of N= 456-466 p= 0.001			

Similarly, all respondents with a High commitment to the public interest plan to be living in Abilene five years from now, as compared slightly more than half of respondents (56 percent) with a Low commitment to the public interest.

<u>Investment Strategies for Building a Better Community</u>

Next, respondents were asked whether they think various investments are needed to maintain and improve the long-term well-being of the community (1=Definitely False, 2=Probably False, 3=Probably True, 4=Definitely True). As highlighted in Figure 3-1, large majorities indicated all investment strategies are important for the long-term well-being of the community. The top priority for almost all respondents (97.8 percent) is maintenance of parks and local gathering spaces. Even the lowest priority for respondents, a focus on infrastructure, garnered significant support (83.4 percent).

While a remarkable number of respondents support these investment strategies, support does not always translate to a willingness to pay increased taxes to fund them. Asking whether respondents are willing to pay for these investments may elicit different responses. Willingness to pay will be further explored in Section 6.

Figure 3-1: Approval of Investment Strategies

97.8%
Maintain parks and local gathering spaces

96.3%
Maintain a high level of public safety through fire and police departments

95.1%
Attract more shopping, dining, and entertainment options

90.1%
Improve recreation options

89.8%
Improve the visual appearance of the community

89.0%
Promote housing rehabilitation and development

83.4%
Focus on Infastructure (street, sidewalk, and drainage improvements)

Demonstrated Trust: Approval of Previous Investments

Many residents are predisposed to distrust of government. It is important that residents feel their tax dollars are being intentionally invested into their community, not spent haphazardly. This requires public leaders engage their residents meaningfully throughout the decision-making and investment process and follow up afterwards. Public leaders must demonstrate they can be trusted to spend public dollars in accordance with the public interest.

This section of the survey was designed to determine how Abilene residents feel about previous City investments. Respondents were asked whether they approve of investments made in the Abilene Community Center and public pool and library improvements (1=Strongly Disapprove, 2=Disapprove, 3=Approve, 4=Strongly Approve). Table 4-1 shows that overall strong majorities of respondents (91.6 percent, 92.6 percent) approve of previous investments made with sales tax dollars.

Table 4-1: Approval of Previous Investments

	Disapprove	Approve
Abilene Community Center (2005)	8.4%	91.6%
Public pool and library improvements (2008)	7.4%	92.6%
Range of N = 500 – 502 Standardized Cronbach's Alpha = 0.763		

Each respondent was given a **Demonstrated Trust Index** score (Low = 2-3, Med= 4-6, High = 7-8). These scores will be referred to throughout the rest of the report to show how respondents with different levels of demonstrated trust feel about investment priorities and their willingness to pay for them.

Respondents to this survey have the following levels of Demonstrated Trust:

1.4% Low
50.8% Moderate
47.8% High

There were no statistically significant differences between respondent age or voter status and level of demonstrated trust. However, there was a significant difference between how long respondents have lived in Abilene and the level of demonstrated trust. Interestingly, respondents with the lowest and highest levels of demonstrated trust have lived in Abilene for 20 years or more.

Table 4-2 shows that no respondents who have lived in Abilene for five to 19 years have low levels of demonstrated trust. Those with the lowest levels of demonstrated trust have lived in Abilene for either zero to four years (28.6 percent) or 20 years or more (71.4 percent).

Table 4-2: Levels of Demonstrated Trust by Years Spent Living in Abilene

	Level of Demonstrated Trust		
	Low	Moderate	High
0-4 years	28.6%	9.1%	3.4%
5-9 years	-	14.5%	6.4%
10-14 years	-	13.6%	12.8%
15-19 years	-	12.8%	12.8%
20+ years	**71.4%**	**45.5%**	**62.8%**
Do not live in Abilene	-	4.5%	2.6%
N= 483 p= 0.001			

Previous research suggests there is a strong relationship between demonstrated trust, resident commitment to the public interest, and willingness to pay taxes. Each works to reinforce the other. When public leaders demonstrate they can be trusted to invest public dollars appropriately, residents are more likely to help coproduce community improvements by paying taxes, strengthening their commitment to the public interest.

Specific Sports Complex Investment Priorities

While there are a number of ways to invest in the improvement of Abilene, the City is most interested in the potential economic impact of a new sports complex. This complex would serve Abilene residents and be a host site for out-of-town teams and events. In this section, respondents were asked whether they find three sports complex investment options acceptable or not (1= Definitely Unacceptable, 2= Probably Unacceptable, 3 = Probably Acceptable, 4= Definitely Acceptable).

- **Option A | Make updates and repairs to existing facilities:** Level fields, update irrigation, sewer system, lighting, electrical, bathrooms, and concessions.
- **Option B | Invest in a new sports complex:** Eight all-natural multi-purpose fields for baseball, softball, soccer, and flag football, outdoor pickleball courts, adequate concessions, and bathrooms.
- **Option C | Invest in a new sports complex:** Eight artificial turf multi-purpose fields for baseball, softball, soccer, and flag football, outdoor pickleball courts, adequate concessions, and bathrooms.

In the cases of Options B and C, a new sports complex would replace the existing one. Option A has the most overall support with almost three-quarters of respondents (74.4 percent) agreeing it is an acceptable investment. Option C has the least overall support (64.7 percent). However, respondents felt most strongly about Option C. As highlighted in Table 5-1, more respondents felt this option was definitely unacceptable (19.4 percent) or definitely acceptable (42.7 percent) as compared to Options A and B.

Table 5-1: Specific Sports Complex Investments

	Definitely Unacceptable	Probably Unacceptable	Probably Acceptable	Definitely Acceptable
Option A: Make updates and Repairs to Existing Facilities	9.3%	16.2%	35.5%	38.9%
Option B: Invest in a New Sports Complex (Natural Fields)	13.3%	16.2%	32.5%	38.0%
Option C: Invest in a New Sports Complex (Turf Fields)	**19.4%**	15.9%	22.0%	**42.7%**

There was a statistically significant difference between respondent level of agreement with Option C based on age. Young people were significantly more approving of Option C as compared to older respondents.

Table 5-2: Approval of Option C by Age

	Disagree	Agree
Below 25 years old	1.2%	**83.3%**
25-35 years old	14.3%	69.2%
36-45 years old	26.2%	72.7%
46-55 years old	22.6%	62.4%
56-65 years old	16.7%	52.5%
66-75 years old	11.3%	62.7%
75 years old or older	7.7%	**23.5%**
N= 479 p= <0.001		

There were no significant differences based on the number of years a respondent indicated having lived in Abilene or their voter status.

Table 5-3 shows respondent approval for investment options based on their level of demonstrated trust. Investment options with the highest levels of support based on levels of demonstrated trust are:

- Low - Option A (57.1 percent)
- Moderate - Option A (73.7 percent)
- High - Option B (83.1 percent)

Table 5-3: Approval of Investment Options by Level of Demonstrated Trust

	Level of Demonstrated Trust		
	Low	**Moderate**	**High**
Option A: Make updates and Repairs to Existing Facilities			
Unacceptable	42.9%	26.3%	24.5%
Acceptable	**57.1%**	**73.7%**	75.5%
Option B: Invest in a New Sports Complex (Natural Fields)			
Unacceptable	57.1%	40.4%	16.9%
Acceptable	42.9%	59.6%	**83.1%**
Option C: Invest in a New Sports Complex (Turf Fields)			
Unacceptable	57.1%	45.4%	23.9%
Acceptable	42.9%	54.6%	76.1%
Range of N= 491 - 494			

As expected, consistent with previous research, those with High demonstrated trust scores are more likely to think Option C (76.1 percent) is an acceptable investment as compared to those with Low demonstrated trust scores (42.9 percent). Respondents who feel they can trust public leaders to make appropriate investments with their tax dollars are more supportive of potential future investments.

Willingness to Pay for Specific Sports Complex Investments

Following a prioritization of specific sports complex investment options, respondents were asked whether they would be willing to pay for them through a sales tax increase (1= Definitely Not Willing to Pay, 2= Probably Not Willing to Pay, 3= Probably Willing to Pay, 4= Definitely Willing to Pay). As previously discussed, it is one thing for respondents to indicate support for specific investments, but another for them to suggest they are willing to pay increased taxes for those investments.

According to Table 6-1, respondents are most willing to pay for Option A (68.9 percent), followed by Option B (65.9 percent), and finally Option C (61.2 percent). Again, respondents felt most strongly about Option C. More respondents said they were definitely not willing to pay (25.1 percent) or definitely willing to pay (34.7 percent) as compared to Options A and B.

Table 6-1: Willingness to Pay for Investment Options

	Definitely Not Willing to Pay	Probably Not Willing to Pay	Probably Willing to Pay	Definitely Willing to Pay
Option A: Make updates and Repairs to Existing Facilities	11.8%	19.3%	42.7%	26.2%
Option B: Invest in a New Sports Complex (Natural Fields)	18.3%	15.7%	35.5%	30.4%
Option C: Invest in a New Sports Complex (Turf Fields)	**25.1%**	13.8%	26.5%	**34.7%**

In the same way that young people indicated more support for Option C in Section 5, the youngest respondents have a higher willingness to pay for Option C (75.0 percent) as compared to the oldest respondents (33.3 percent). Interestingly, they did not indicate that same willingness to pay for Option B (58.3 percent). Respondents ages 36-45 years old have the highest willingness to pay for Option B (74.7 percent).

Previous studies have shown there is a strong relationship between one's commitment to the public interest and one's willingness to pay for community investments (Glaser, Bannon, & Carrithers, 2009, Glaser, Bannon, & Carrithers, 2015). Findings reported in Table 6-2 clearly support this. Across the board, respondents with High commitment demonstrate a greater willingness to pay as compared to those with Low and Moderate commitments to the public interest.

Respondents with Low and Moderate commitment to the public interest are most willing to pay for Option A (42.3 and 70.9 percents respectively). Consistent with previous research, respondents with High commitment to the public interest are significantly more likely (88.1 percent) to be willing to pay for Option C as compared to those with Low commitment to the public interest (15.4 percent)

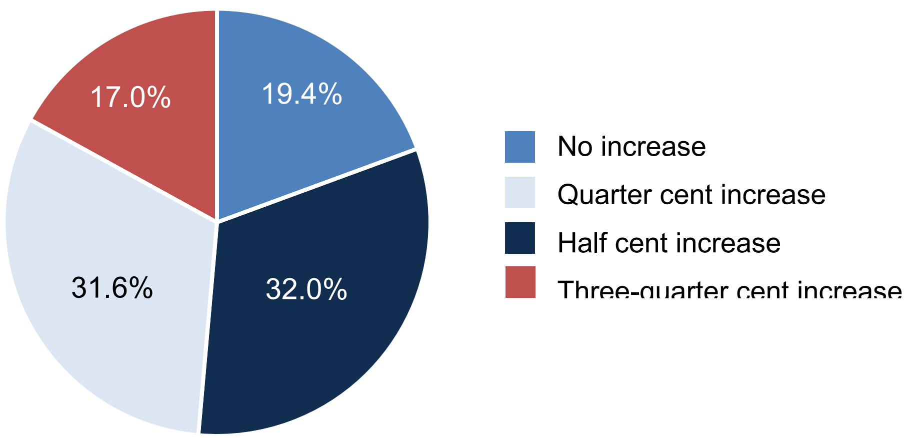
Table 6-2: Willingness to Pay for Investment Options by Commitment to the Public Interest

	Commitment to the Public Interest		
	Low	**Moderate**	**High**
Option A: Make updates and Repairs to Existing Facilities			
Not Willing to Pay	57.7%	29.1%	27.7%
Willing to Pay	**42.3%**	**70.9%**	72.3%
Option B: Invest in a New Sports Complex (Natural Fields)			
Not Willing to Pay	84.6%	36.0%	12.0%
Willing to Pay	15.4%	64.0%	88.0%
Option C: Invest in a New Sports Complex (Turf Fields)			
Not Willing to Pay	84.6%	42.4%	11.9%
Willing to Pay	15.4%	57.6%	**88.1%**
Range of N= 459 - 466			

Tax Rate

Respondents were asked what amount of increased sales tax they would be willing to pay to fund their investment priorities (1= No increase, 2= Quarter cent increase, 3= Half cent increase, 4= Three-quarter cent increase). Over three-quarters of respondents (80.6 percent) indicated they were willing to pay some increased sales tax.

Figure 7-1: Desired Tax Rate



According to Table 7-2, There were significant differences in what increase respondents were willing to pay based on how they answered questions in Section 6.

- Respondents who indicated a willingness to pay for Option A most support (36.1 percent) a *quarter cent* increase by a small margin.
    - Slightly fewer respondents (33.1 percent) indicated support for a *half cent* increase to fund Option A.
- Respondents who indicated a willingness to pay for Option B most support a *half cent* increase.
- Respondents who indicated a willingness to pay for Option C most support a *half cent* increase.

Interestingly, while most respondents who indicated they were not willing to pay for any investment options support no sales tax increase, over one third (40.4 percent) said they would be willing to pay a quarter cent increase to support investment in Option C.

Table 7-2: Support for Sales Tax Increases by Willingness to Pay for Investment Options

	No increase	Quarter Cent Increase	Half Cent Increase	Three-Quarter Cent Increase
Option A: Make updates and Repairs to Existing Facilities				
Not willing to pay	29.4%	22.2%	28.8%	19.6%
Willing to pay	15.1%	**36.1%**	*33.1%*	15.7%
Option B: Invest in a New Sports Complex (Natural Fields)				
Not willing to pay	49.7%	34.3%	11.2%	4.7%
Willing to pay	3.7%	30.7%	**42.0%**	23.6%
Option C: Invest in a New Sports Complex (Turf Fields)				
Not willing to pay	44.0%	40.4%	13.5%	2.1%
Willing to pay	3.9%	26.6%	**43.3%**	26.2%
Range of N= 491 - 498				

There were no statistically significant differences between respondent voter registration status, age, or how long they have lived in Abilene, and desired tax rate. However, as Table 7-3 shows, respondents with High levels of commitment to the public interest are most likely (42.9 percent) to support a three-quarter cent increase as compared to those with Moderate (11.8 percent) or Low (3.8 percent) levels.

Table 7-3: Desired Tax Rate by Commitment to the Public Interest

	Commitment to the Public Interest		
	Low	Moderate	High
No increase	**73.1%**	18.3%	9.5%
Quarter cent increase	19.2%	**37.9%**	15.5%
Half cent increase	3.8%	32.0%	32.1%
Three-quarter cent increase	3.8%	11.8%	**42.9%**
N= 466			

Market Usage and Characteristics

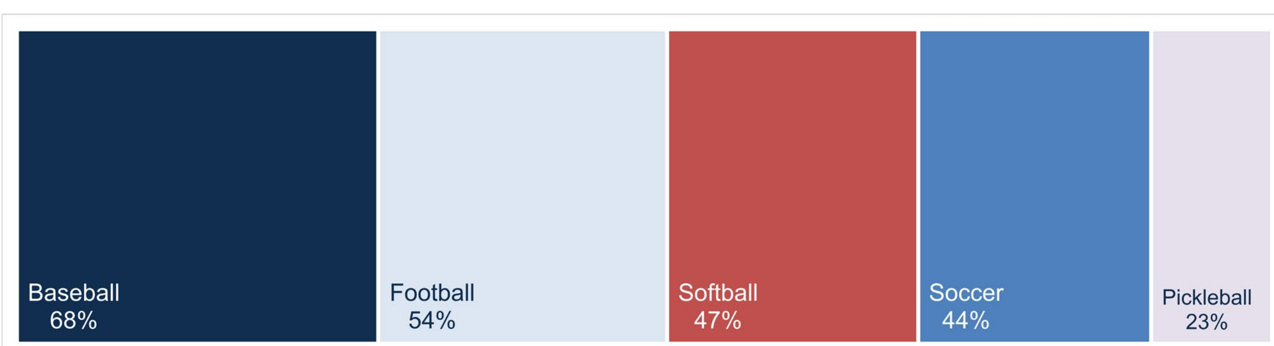
A limitation of the survey is that it was designed for and administered to residents of Abilene only, even though the sports complex would also be used by out-of-towners. The purpose of this final section of the survey is to better understand how Abilene residents make decisions about when to travel for sporting events. This can provide some insight into what factors residents consider when traveling for sporting events. Only residents who indicated they themselves or someone in their family participates in any sporting events were asked to answer questions in this section. Nearly three quarters of respondents (72.5 percent) said "Yes" they participate in sporting events. Respondents who said "No" (27.5 percent) did not answer questions in this section.

Key Findings:

- Respondents participate most in baseball (68 percent) and football (54 percent).
- For a majority of respondents (66.9 percent), the most influential factor when considering travelling out-of-town for a sporting event is the quality and availability of lodging.
- Of those that travel for sporting events, most respondents made one to five trips to events that were either less than 50 miles away or between 50 and 100.

Over half of respondents participate in baseball (68 percent) and football (54 percent). Less than half participate in softball (47 percent), soccer (44 percent), and pickleball (23 percent).

Figure 8-1: Participation by Sport Type

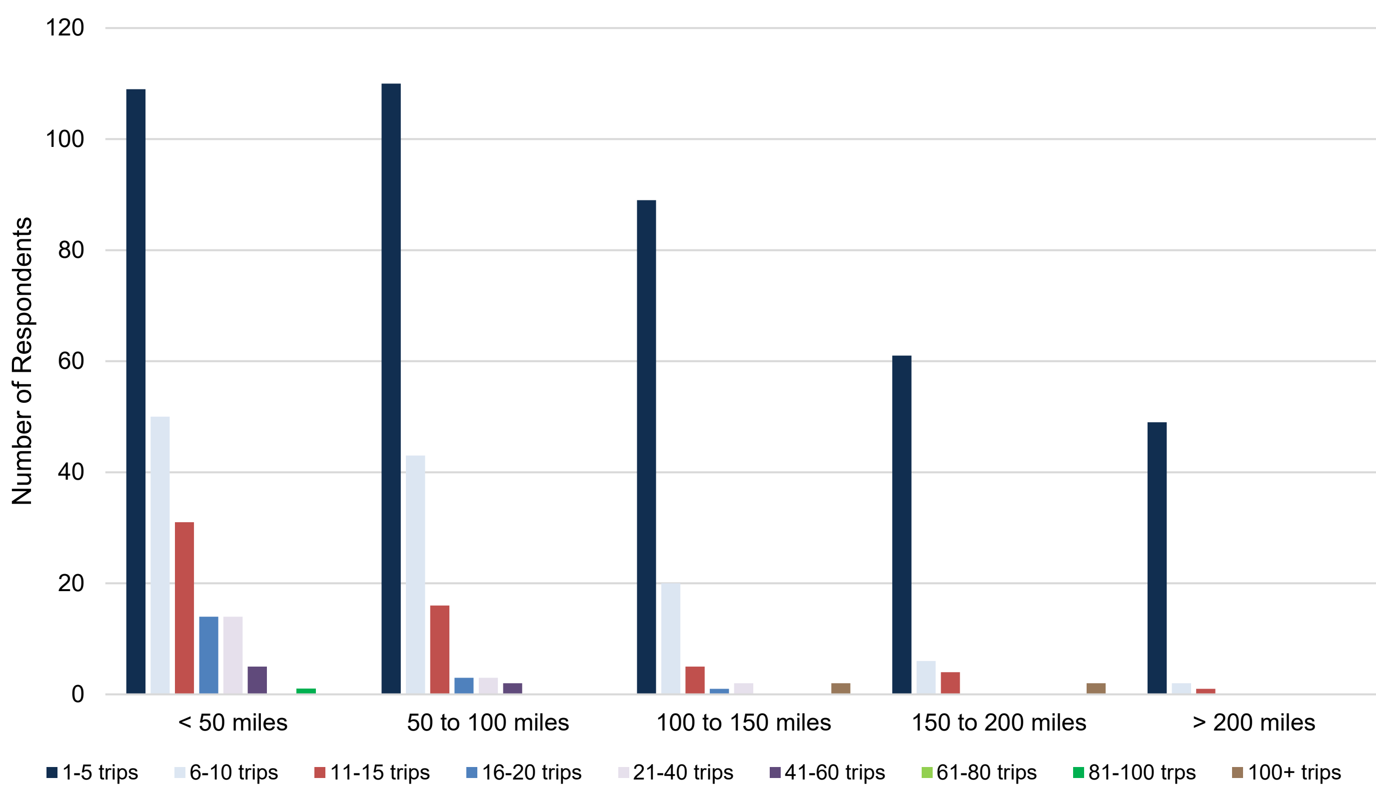


More than three quarters of respondents (79.0 percent) indicated they or their family have travelled out-of-town to attend their own or a family member's sporting event in the last year. Those respondents were asked how many of those events were:

- Less than 50 miles away
- Between 50 and 100 miles away
- Between 100 and 150 miles away
- Between 150 and 200 miles away
- More than 200 miles away

Figure 8-2 shows the number of trips respondents reported. Most respondents made one to five trips to events that were either less than 50 miles, or between 50 and 100 miles away. Almost all respondents travelling over 200 miles indicated they have done so 1 to 5 times in the last year.

Figure 8-2: Distance Traveled for Sporting Events in the Last Year



When they travel, most respondents (43.0 percent) said if the destination is over 100 miles away, they will likely spend the night in a motel or hotel. About a fifth of respondents (21.5 percent) said they would likely spend the night if they travel over 150 miles away from home.

There are a number of factors that influence one's decision to travel out of town for an event. The factors below are ranked by the number of respondents that indicated they either "Agree" or "Strongly Agree" that it influences their decision to travel out-of-town for an event:

1. The quality and availability of lodging: 66.9%
2. The availability of dining and entertainment options: 58.7%
3. The quality of a town's sports facility: 58.2%
4. The price of gasoline: 46.3%

References

Brinker, G., Sun, J., Wolfe, J., Walker, M. S., Paige, L., & Pfiefer, L. (2008). *Hays Sports Complex Economic Impact Study.* Hays, KS: The Docking Institute of Public Affairs.

Chapin, T. (2002). *Identifying the real costs and benefits of sports facilities.* Tallahassee, FL: Florida State University.

Crompton, J. L. (2001). Public subsidies to professional team sports facilities in the USA. In C. Gratton, & I. Henry, *Sport in the City* (pp. 27-46). London: Routledge.

Crompton, J. L., Lee, S., & Shuster, T. J. (2001). A guide for undertaking economic impact studies: The Springfest example. *Journal of Travel Research, 40*(1), 79-87.

Rolfe, J. (2019). Simple economic frameworks to evaluate public investments in sporting events in regional Australia. *Economic Analysis and Policy, 63*, 35-43.

Appendix A: Survey Respondent Demographics

Are you a registered voter?

- **Yes: 97.8%**
- No: 2.2%
- I don't know: 0.0%

Age

- Below 25: 2.5%
- 25-35: 16.1%
- **36-45: 33.7%**
- 46-55: 20.9%
- 56-65: 12.2%
- 66-75: 10.7%
- 76+: 3.9%

How long have you lived in Abilene?

- 0-4 years: 6.6%
- 5-9 years: 10.3%
- 10-14 years: 13.0%
- 15-19 years: 12.6%
- **20+ years: 54.0%**
- I don't live in Abilene: 3.5%

If you don't live in Abilene, are you a Dickenson County resident?

  - Yes: 82.4% (14 respondents)
  - No: 17.6% (3 respondents)

Appendix B: Survey Instrument

Abilene Community Survey

The City of Abilene would like your participation in the following community survey. The results of this survey will be used to inform decisions about the future of Abilene. The following survey will take about 10-minutes to complete. **Your feedback counts!**

To ensure objectivity and confidentiality, the Public Policy and Management Center (PPMC) at Wichita State University has been asked to provide an independent analysis of the survey. Your individual responses will remain strictly confidential.

Section 1. Connections to Community

This section assesses the strength of residents' connections to the Abilene community. Please circle the number that best describes your level of agreement with the following statements.

		Strongly Disagree	Disagree	Agree	Strongly Agree
1	Most people choose to live in Abilene because of connections to friends and family.	1	2	3	4
2	Abilene is a safe community.	1	2	3	4
3	I expect to be living in Abilene five years from now.	1	2	3	4
4	I am willing to put community interests above personal interests.	1	2	3	4
5	Most people are willing to put community interests above personal interests.	1	2	3	4
6	I am willing to make personal investments to improve the future of Abilene.	1	2	3	4
7	Most residents are willing to make personal investments to improve the future of Abilene.	1	2	3	4

Section 2. Investment Strategies for Building a Better Community

We want to know what investment strategies you think should be prioritized for the long-term wellbeing of Abilene. Please indicate which actions you feel will make Abilene a better place to live by circling the number that best describes the truthfulness of the following statements.

The long-term wellbeing of the community can best be improved through investments that. . .		Definitel y False	Probabl y False	Probabl y True	Definitel y True
1	. . . focus on infrastructure such as street, sidewalk, and drainage improvements.	1	2	3	4
2	. . . improve recreation options.	1	2	3	4
3	. . . improve the visual appearance of the community.	1	2	3	4
4	. . . attract more shopping, dining, and entertainment options.	1	2	3	4
5	. . . maintain a high level of public safety through our fire and police departments.	1	2	3	4
6	. . . maintain our parks and local gathering spaces.	1	2	3	4
7	. . . promote housing rehabilitation and development.	1	2	3	4

Section 3. Approval of Previous Investments

We would like to know how well you feel the City of Abilene spent previous special sales tax funds. Please circle the number that best describes your level of approval with the following public investments.

		Strongly Disapprove	Disapprove	Approve	Strongly Approve
1	Abilene Community Center (2005)	1	2	3	4
2	Public pool and library improvements (2008)	1	2	3	4

Section 4. Specific Community Investments

The purpose of this section is to identify community investment priorities specific to a sports complex. Given limited City resources, we need your input on which actions you feel will add value to Abilene.

Note: A new sports complex would replace the existing sports complex.
Please <u>circle the number</u> that best describes whether you find a particular action acceptable.

		Definitely Unacceptabl e	Probably Unacceptabl e	Probably Acceptabl e	Definitely Acceptabl e
1	Make updates and repairs to existing facilities: • Level fields • Update irrigation, sewer systems, lighting, electrical, bathrooms and concessions	1	2	3	4
2	Invest in a new sports complex with: • Eight *all natural* muti-purpose fields for baseball, softball, soccer, and flag football • Outdoor pickleball courts • Adequate concessions and bathrooms	1	2	3	4
3	Invest in a new sports complex with: • Eight *artificial turf* multi-purpose fields for baseball, softball, soccer, and flag football • Outdoor pickleball courts • Adequate bathrooms and concessions	1	2	3	4

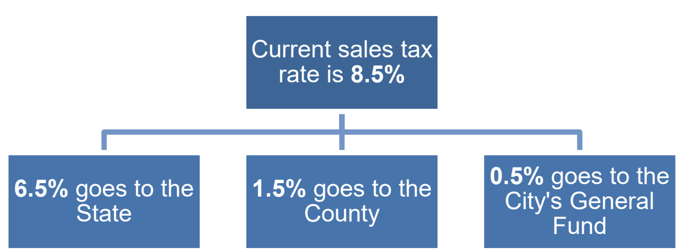
Section 5. Willingness to Pay

This section provides a better understanding of your willingness to pay a special sales tax for your investment priorities. Please <u>circle the number</u> that best describes your willingness to pay for the following investments.

		Definitely **Not** Willing to Pay	Probably **Not** Willing to Pay	Probably Willing to Pay	Definitely Willing to Pay
1	Make updates and repairs to existing facilities: • Level fields • Update irrigation, sewer systems, lighting, electrical, bathrooms and concessions	1	2	3	4
2	Invest in: • Eight *all natural* muti-purpose fields that include baseball, softball, soccer, and flag football • Outdoor pickleball courts • Adequate bathrooms and concessions	1	2	3	4
3	Invest in a new sports complex: • Eight *artificial turf* multi-purpose fields that include baseball, softball, soccer, and flag football • Outdoor pickleball courts • Adequate bathrooms and concessions	1	2	3	4

Section 6. Tax Rate

We are interested in what you think about increasing the local sales tax to fund your investment priorities related to the sports complex. The existing sales tax rate is 8.5%. A special sales tax increase would last a maximum of 10 years.



Please select what *increase* in sales tax you are willing to pay to fund your investment priorities (see sections 4 & 5):

- ▢ No increase (8.5% Sales Tax)
- ▢ Quarter cent increase (8.75% Sales Tax)
- ▢ Half cent increase (9% Sales Tax)
- ▢ Three-quarter cent increase (9.25% Sales Tax)

Section 7. Market and Usage Characteristics

Do you or anyone in your family participate in any sport events?

- ▢ Yes
- ▢ No

--------- If you selected **No**, please skip to Section 8**.** If you selected **Yes,** please continue. --------

In what sporting events do you or your family participate? (Select all that apply)

- ▢ Softball
- ▢ Baseball
- ▢ Soccer
- ▢ Football
- ▢ Pickleball

Last year, did you or your family travel out-of-town to either one of your own or a family member's sporting events?

- ▢ Yes
- ▢ No

If **Yes**, from your home community, how many of those events were:

Less than 50 miles away? _____
Between 50 and 100 miles away? _____
Between 100 and 150 miles away? _____
Between 150 and 200 miles away? _____
More than 200 miles away? ______

When you travel to one of your own or a family member's out-of-town sporting events, how far does it have to be before you will likely spend the night in a local motel or hotel? (Select one)

- ◻ Less than 50 miles away
- ◻ Over 50 miles away
- ◻ Over 100 miles away
- ◻ Over 150 miles away
- ◻ Over 200 miles away

We are interested in what factors influence your decision to travel out of town for an event. Please circle the number that best describes your level of agreement with the following statements.

		Strongly Disagree	Disagree	Agree	Strongly Agree
1	The quality of a town's sports facility affects my decision to travel out of town to participate in or watch an event.	1	2	3	4
2	The quality and availability of lodging affect my decision to travel out of town to participate in or watch an event.	1	2	3	4
3	The price of gasoline affects my decision to travel out of town to participate in or watch an event.	1	2	3	4
4	The availability of dining and entertainment options affect my decision to travel out of town to participate in or watch an event.	1	2	3	4

Section 8. Resident Profile

Are you a registered voter?

- ☐ Yes
- ☐ No
- ☐ I don't know

How long have you lived in Abilene?

- ☐ 0-4 years
- ☐ 5-9 years
- ☐ 10-14 years
- ☐ 15-19 years
- ☐ 20+ years
- ☐ I don't live in Abilene

Age

- ☐ Below 25
- ☐ 25-35
- ☐ 36-45
- ☐ 46-55
- ☐ 56-65
- ☐ 66-75
- ☐ 76+

If you don't live in Abilene, are you a Dickenson County resident?

- ☐ Yes
- ☐ No

Any additional comments:

____

____

____

____

____

____

ABILENE
KANSAS

City Commission

Trevor Witt
Mayor

John Kollhoff
Vice-Mayor

Brandon Rein
Member

Wendy Miller
Member

Dee Marshall
Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Lon Schrader
Public Works Director

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

City Commission Meeting Date: Monday, November 13, 2023

Session: Study Session

Topic: Olsson Master Agreement Work Order No. 5

Department: Finance

Staff Contact: Finance Director, Leann Johnson

Background:

The City of Abilene has been working with Diane Hofer, PE with Olsson Engineering on airport projects since June 28, 2022, through the Master Agreement for Professional Services. Olsson has submitted Work Order No. 5 to displace the Runway 17 threshold by 186.19 feet as needed to match the existing runway edge lights based on the FAA's finding for compliance with mitigating the railroad clearance obstruction (in accordance to the FAA's AC 150/5370-10-Standards for Specifying Construction of Airports) to include:

- Installation of 8 new outboard threshold lights
- Replacement of lens on 8 existing threshold lights
- Installation of new PAP-2L and removal of existing PAPI-2L
- Installation of new REILS and removal of existing REILS
- Marking of the entire runway surface, taxiway lead-in lines and taxiway hold lines adjacent to the runway

Phase 1: Design and Planning
Phase 2: Bidding

Anticipated start date: December 1, 2023
Anticipated completion date: August 1, 2024

Attachments:
Olsson's Master Agreement Work Order No. 5

Recommendation:

Approve Master Agreement Work Order No. 5, Displaced Threshold with Olsson Engineering in the amount of $62,262.79.

Fiscal Note:

Total $62,262.79: Design & Planning $53,475.98 Bidding $8,786.81
10% City match of the project ($6,226.28)
90% Reimbursed from FAA AIP ($56,036.51)

Funding Source:

Airport Special Projects Fund

MASTER AGREEMENT WORK ORDER NO. 5
DESIGN & BIDDING PHASE – DISPLACED THRESHOLD

This exhibit is hereby attached to and made a part of the Master Agreement for Professional Services dated June 28, 2022 between the City of Abilene, Kansas ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

GENERAL

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

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Abilene Municipal Airport

Project Description: Displace the Runway 17 threshold by 186.19 feet or as needed to match the existing runway edge lights, including:

- Installation of 8 new outboard threshold lights
- Replacement of lens on 8 existing threshold lights
- Installation of new PAPI-2L and removal of existing PAPI-2L
- Installation of new REILS and removal of existing REILs
- Marking of the entire runway surface, taxiway lead-in lines and taxiway hold lines adjacent to the runway

SCOPE OF SERVICES

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

PHASE 1: DESIGN PHASE

a. Project management and coordination. Coordinate with the Sponsor and FAA to provide information on developments and decisions that are made concerning the project. Assist with preliminary project formulation and refinement of project scope. Prepare scope of services, including a detailed breakdown of tasks and costs.

b. Conduct a project kickoff meeting via conference call in accordance with AIP Sponsor Guide No. 910 *Predesign Conference*. Olsson shall prepare a summary of the meeting that highlights critical project issues.

c. Finalize design criteria (ARC and TDG) in accordance with FAA Advisory Circulars. Submit a preliminary layout and brief explanation. Coordinate with FAA to ensure acceptance.

d. Conduct field assessment of the existing site and take photographs of the project area. ("Field Assessment"). One project engineer shall conduct the on-site investigation. Such Field Assessment is limited to visual observation of the site as it exists at the time of the observation. Field Assessment does not constitute exhaustive investigation and does not constitute any warranty or guarantee of any type that the site is suitable for the Project. Olsson is not responsible for identifying any concealed or latent defects that may be present at the site. Sponsor shall furnish the best obtainable information of which it is aware or could reasonably be aware of, as to surface and subsurface conditions through the exercise of reasonable diligence.

e. Conduct topographic survey on airport, including topography, pavement elevations and location, and other existing features as needed. All surveys will be tied to NAVD 88 control points. The survey will not be in accordance with FAA Advisory Circular 150/5300-18B.

f. Analyze the PAPI obstacle surface using the AGIS survey data from the previous project to ensure the threshold location will meet FAA standards.

g. Coordinate with utility companies (water, gas, and communications) that have lines crossing the project site and determine their requirements.

h. Develop preliminary layout and locations for the PAPIs and REILs.

i. Develop preliminary Construction Safety & Phasing Plan (CSPP).

j. Present the preliminary results and recommendations via teleconference with the Sponsor and the FAA. Incorporate applicable comments into the final plans, specifications, and design report.

k. Prepare Disadvantaged Business Enterprise (DBE) goals. Update the DBE program as needed.

l. Prepare detailed plans, specifications, contract documents, Construction Safety & Phasing Plan (CSPP) and engineer's design report. Olsson shall use FAA Advisory Circular (AC) 150/5370-10, *Standards for Specifying Construction of Airports* and shall follow the AIP Sponsor Guides listed below (current as of the date that Olsson executed the Agreement).
    (1) Guide No. 920 – Engineering Report
    (2) Guide No. 930 – Plans and Specifications

(3) Guide No. 940 – Regional Approved Modifications to AC 150/5370-10
(4) Guide No. 950 – Sponsor Modifications of FAA Standards
(5) Guide No. 960 – Operation Safety on Airports

m. Prepare and submit electronically FAA Forms 7460-1 for Airspace Reviews of the Construction Safety & Phasing Plan (CSPP) staging/storage area boundaries, haul/access routes and construction limit boundaries for each phase. Submittals will include detailed exhibits.

   No reviews will be submitted for the PAPIs, REILs or lights because they are fixed by function.

n. Perform Quality Control review of the above documents by a senior airport engineer, prior to submittal to Sponsor and FAA.

o. Submit plans, specifications, contract documents and engineer's design report for review within 90 days of the date that the Sponsor executed this Agreement.

90% SUBMITTAL			
	Contract Documents & Specifications	**Engineer's Design Report**	**Plans**
Sponsor	Electronic	Electronic	1 Half Size & Electronic
FAA	Electronic	Electronic	Electronic

p. Prepare all Sponsor Certifications for Sponsor's signature.

q. Conduct a plan-in-hand review meeting on-site with the Sponsor.

r. Revise and submit plans, specifications, contract documents and engineer's design report within 14 days of receipt of comments from the Sponsor and FAA. Provide a written response to each comment.

FINAL SUBMITTAL				
	Contract Documents & Specifications	**Engineer's Design Report**	**Plans**	**Response to Comments**
Sponsor	Electronic	Electronic	1 Half & Full Size & Electronic	Electronic
FAA	Electronic	Electronic	Electronic	Electronic

Olsson will affix the seal of a registered Professional Engineer licensed to practice in the State of Kansas to the construction plans and specification/contract bound volume. The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement are instruments of service and shall remain Olsson's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Copies of disks containing all drawings will be furnished to the sponsor for their use. Olsson will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

PHASE 2: BIDDING PHASE

Upon receipt of the FAA's and Sponsor's authorization, Olsson will provide the following services to assist the Sponsor in advertising and securing bids.

a. Provide sufficient copies of the approved plans and specifications to the Sponsor, plan rooms and www.QuestCDN.com for advertising and bidding. Copies of the documents will be furnished to prospective bidders at a cost fixed by Olsson. Olsson shall perform in accordance with AIP Sponsor Guide No. 1010 *Bidding*.

b. Mail and/or email Notices to potential bidders and plan rooms. Contact contractors as needed to promote general interest in the project. Maintain a plan holders list.

c. Pre-bid conference is NOT included in the scope of services, due to the project's small size.

d. Answer questions raised during the bidding process.

e. Issue addenda as required.

f. Attend the bid opening at the Sponsor's location.

g. Tabulate and analyze bid results.

h. Review bidders' qualifications. Evaluate bidders' compliance with Buy American Certification and DBE participation requirements.

i. Furnish a written recommendation to the Sponsor regarding the award of the construction contract. The recommendation will include:

   1. Bid date
   2. Summarized bid table
   3. Evaluation of unit price extensions and total base bid, including an error check
   4. Addendums and acknowledgements
   5. Additional insured cost if any

6. DBE utilization, DBE letter of intent, DBE goal, and good faith effort (GFE) (if any) review for compliance with Sponsor's DBE program requirements
7. Buy American compliance
8. Confirmation of bidder's signature on proposal form
9. Bid guarantee
10. Pre-qualification requirements
11. Pre-bid meeting (if any)
12. Review of qualifications
13. Debarment list verification
14. Recommendation to award

j. Conduct one {meeting/teleconference} to present bids to the Sponsor. {optional}

k. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval in accordance with AIP Sponsor Guide No. 1020 *Contract Award*.

l. Prepare AIP Project Application forms

m. After FAA's and Sponsor's approvals, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide one bound set each to Sponsor, and Contractor. Provide an electronic copy of the construction contract to the FAA and Sponsor.

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

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: December 1, 2023
Anticipated Completion Date (including signed construction contracts): August 1, 2024

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of

$ 53,500 for the Design Phase, as shown on Exhibit A; and

$ 8,800 for the Bidding Phase, as shown on Exhibit B.

Olsson's reimbursable expenses for this project are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

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

Client's designated Project Representative shall be Leann Johnson.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By Diane Hogh ______________________ By ______________________

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

CITY OF ABILENE

By ______________________
Signature

Print Name ______________________

Title ______________________ Dated: ______________________

EXHIBIT A
DESIGN PHASE
Abilene Municipal 3-20-0001-019

1. Direct Salary Costs

Title	Total Hours	Direct Salary Rate/Hour	Total Costs ($)
Team Leader	8.0	$89.15	$713.20
Sr. Project Engineer	12.0	$71.65	$859.80
Project Engineer	70.0	$59.15	$4,140.50
Elec. or Mech. Engineer	0.0	$71.10	$0.00
Associate Engineer	53.0	$49.25	$2,610.25
Assistant Engineer	36.0	$37.00	$1,332.00
Registered Surveyor	4.0	$56.20	$224.80
Sr. Technician	92.0	$33.50	$3,082.00
Asst. Technician	38.0	$30.00	$1,140.00
Sr. Clerical	50.0	$31.50	$1,575.00
		Total Direct Salary Costs:	$15,677.55

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs**	185.88%	$29,141.43

3. Fixed Fee: 15% of Items 1 & 2 — $6,722.85

4. Direct Nonsalary Expenses

Travel	730	Miles @	$0.655	$478.15	
Meals	2	Days @	$59.00	$118.00	
Motel	1	Days @	$98.00	$98.00	
Copies, Prints, Shipping				$1,240.00	
Drilling Expenses				$0.00	
				Total Expenses:	$1,934.15

5. Subtotal of Items 1 - 4 — $53,475.98

6. Subcontract costs — $0.00

7. Lump Sum Amount - Total Items 5 & 6 — $53,475.98

Rounded: $53,500.00

** For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

EXHIBIT B
BIDDING PHASE
Abilene Municipal 3-20-0001-019

1. Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Total Costs ($)
Team Leader	0.0	$92.72	$0.00
Sr. Project Engineer	3.0	$74.52	$223.55
Project Engineer	12.0	$61.52	$738.19
Elec. or Mech. Engineer	0.0	$73.94	$0.00
Associate Engineer	9.0	$51.22	$460.98
Assistant Engineer	6.0	$38.48	$230.88
Registered Surveyor	0.0	$58.45	$0.00
Sr. Technician	4.0	$34.84	$139.36
Asst. Technician	0.0	$31.20	$0.00
Sr. Clerical	18.0	$32.76	$589.68
		Total Direct Salary Costs:	$2,382.64

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs*	185.88%	$4,428.85

3. Fixed Fee: 15% of Item 1 & 2 — $1,021.72

4. Direct Nonsalary Expenses

Travel	320	Miles @	$0.655	$209.60	
Meals	-	Days @	$59.00	$0.00	
Motel	-	Days @	$98.00	$0.00	
Copies, Prints, Shipping				$744.00	
				Total Expenses:	$953.60

5. Subtotal of Items 1 - 4 — $8,786.81

6. Subcontract costs — $0.00

7. Lump Sum Amount - Total Items 5 & 6 — $8,786.81

Rounded: $8,800.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

ABILENE
KANSAS

City Commission

Trevor Witt
Mayor

John Kollhoff
Vice-Mayor

Brandon Rein
Council Member

Wendy Miller
Council Member

Dee Marshall
Council Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

City Commission Meeting Date: Monday, November 13, 2023

Session: Study Session

Topic: Construction Observation and Materials Testing Services for CCLIP Project

Department: Public Works

Staff Contact: City Manager/City Engineer

Background: Olssen Engineering has submitted a professional agreement to perform construction inspection and testing services for the City Connecting Link Improvement Program (CCLIP) project on K-15 from SW 6th St to the UPRR, in the amount of $74,300.00.

At the last meeting the commission approved awarding the bid to Ebert Construction.

The cost for these services were included in the grant application submitted to KDOT in August 2021, and are eligible participating costs. Up to 90% of the cost ($66,870.00) can be included in the $600,000 award from KDOT.

Recommendation:

Approve the agreement with Olssen Engineering for the Construction Observation and Materials Testing Services for the K-15 from SW 6th St to UPRR CCLIP project.

Fiscal Note:

$7,430

Funding Source:

Special Street Fund

olsson

MASTER AGREEMENT FOR PROFESSIONAL SERVICES
ABILENE, KS CCLIP WORK ORDER
AMENDMENT #1

Date: November 2, 2023

This AMENDMENT ("Amendment") hereby amends the Abilene, KS CCLIP Work Order which was executed July 25, 2022 in conjunction with the Master Agreement for Professional Services dated November 12, 2020 between The City of Abilene, Kansas ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project will be located at:	Abilene, Kansas
Project Description:	Construction Observation and Materials Testing Services for the CCLIP project (K-15 from SW 6th Street to UPRR) 021 U-2396-01.

The Abilene, KS CCLIP Work Order is amended as follows:

GENERAL

Olsson will furnish Construction Observation and Materials Testing Services during the construction phase of the Abilene, Kansas CCLIP project.

By performing the services, no authority or responsibility is assumed to supervise, direct, or control the Contractor's work or the Contractor's means, method, techniques, or procedures of construction. Olsson shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes or orders applicable to the Contractor furnishing and performing the work. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. These services shall in no way relieve the Contractor of complete supervision of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The construction duration is estimated at 85 working days.

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

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

TASK I – CONSTRUCTION OBSERVATION AND MATERIALS TESTING

Construction observation and material testing services have been requested for the CCLIP project referenced above. We propose to provide our special inspections and materials testing services in the following manner:

On Site Field Inspection – Olsson shall furnish construction inspection services on a varied level of part-time service during the active phases of the project. Olsson's on-site representative will perform inspection to ensure the work is proceeding in accordance with the plans and specifications. Olsson shall verify through site inspection and observation that all work being performed is per the contract documents. Whenever the field observer believes that any work is unsatisfactory, faulty or defective; or does not conform to the contract documents; or has been damaged; or does not meet the requirements of any governing agency, test or approval required to be made; then the field observer shall contact the City to inform them of the defective work. The City shall review the work in question and direct the Contractor to remove, repair or reconstruct the defective work to bring the work into conformance with the contract requirements.

Project Reporting – Olsson's field staff will prepare field reports summarizing each day's field tests and identify items with tests that are not in compliance with the project drawings and/or specifications.

Olsson is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. Olsson's responsibility as special inspector is to report field observations and test results to the Contractor and City as provided herein.

- Project Reporting – Daily

Testing – Olsson shall provide materials testing and other testing as required for construction of the pavement replacement for this project.

TASK II – Project Management and Administration

Project management and administration services have been requested for the CCLIP project. This will include additional services to review submittals and perform necessary project meetings.

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

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date:	December 2023
Anticipated Completion Date:	June 2024

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay to Olsson for the performance of the Scope of Services, the lump sum amount of SEVENTY FOUR THOUSAND THREE HUNDRED dollars ($74,300.00) in addition to the fee(s) set forth in the Agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

Olsson is committed to providing quality service to its clients, commensurate with their wants, needs and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Olsson stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. If you have any questions or concerns regarding this scope of work, please contact Rian Eddie at 785-565-1637.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By Rian Eddie
Rian Eddie

By Brayson Benne
Brayson Benne, P.E.

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

____

(Client Name)

By __________________________________

Signature

Printed Name _______________________

Title _________________________________ Dated: _____________________________

ABILENE
KANSAS

City Commission

Trevor Witt
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John Kollhoff
Vice-Mayor

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Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

City Commission Meeting Date: Monday, November 13, 2023

Session: Study Session

Topic: Mobile Food Vendor Code Change

Department: Administration

Staff Contact: Shayla Mohr, City Clerk/Ron Marsh, City Manager

Background:

The City adopted Ordinance No. 3338 in September of 2017.

Currently, the city ordinance has one option: $200 for an annual license, expiring December 31 each year.

The proposed changes create two options:

1. Reduce the annual license fee to $100 (expiring on December 31).
2. Purchase a one-time event license for a fee of $25 for up to 3 days.

Additionally, the current ordinance says mobile food vendors for "city-approved events" do not require a food license. This has been removed, and mobile food vendor licenses will be required at all events in the City of Abilene, except for the four exemptions listed on the ordinance:

1. Ice cream vendors licensed under this Article
2. Vendors selling at the Dickinson County or Abilene fairgrounds.
3. Vendors selling at the Farmers' Market
4. Vendors selling on school campuses.

Issuance of a Mobile Food Vendor License requires proof of a valid State of Kansas license for food service establishments as well as liability insurance coverage. We feel the requirement of these items in the issuance of a Mobile Food Vendor License protects the citizens/patrons of the Mobile Food Vendor, the event as a whole, and the City of Abilene. Providing a one-time event license would make this a better option for vendors only coming for specific events in the City. Lowering the annual fee to $100 might encourage other mobile food vendors to get licensed annually with the City. Event organizers will be notified of these changes.

Recommendation:

Adopt Ordinance No. 23-3438, amending Section 3-811 of the City Code concerning Mobile Food Vendors.

Fiscal Note:

We currently have seven mobile food vendors licensed in the City that paid the annual fee of $200. Lowering the fee to $100 would be a slight loss annually. This will be somewhat offset by the one-time event purchases and more annual licenses sold at the lower fee.

Funding Source:

None required.

ORDINANCE NO. ~~3338~~____

AN ORDINANCE ~~ADDING~~ AMENDING SECTION 3-811 ~~TO ARTICLE 3~~ OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS, CONCERNING MOBILE FOOD VENDORS.

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

SECTION 1. That Section 3-811 ~~be added to Article 3~~ of the City Code of Abilene, Kansas, ~~regarding mobile food vendors~~is hereby amended to read as follows:

~~ARTICLE 3. MOBILE FOOD VENDORS~~

3-811 Mobile Food Vendors.

(a) Purpose.
The Governing Body finds that, in order to advance the health, safety and welfare of the residents of the City of Abilene, Kansas, it is necessary to regulate various activities, including those of Mobile Food Vendors.

(b) Definitions.
The following words, terms and phrases, when used in this ~~Article~~section, shall, except where the context clearly indicates otherwise, have the following meanings:

(1) **"City Clerk,"** for the purpose of this ~~Article~~section, shall mean the City Clerk, the Interim City Clerk, anyone fulfilling the duties of the City Clerk on either a temporary or a permanent basis, or any designee of the City Clerk.

(2) **"Mobile Food Vendor"** shall mean any person, corporation, association, or other entity, however organized, that offers food and/or beverage for sale from a Mobile Food Unit.

(3) **"Mobile Food Unit"** shall mean any self-contained vehicle, trailer, cart, or other type of conveyance from which food and/or beverage is offered for sale.

(4) ~~**"City Approved Event"** shall mean any event sanctioned by Permit issued by the City, including but not limited to a Temporary Special Event Permit, a Temporary Use of Public Right of Way Permit, or a Parks and Recreation Special Use Permit.~~

(c) Mobile food vendor's license required.
No person, corporation, association, or other entity, however organized, shall operate within the corporate limits of the City as a Mobile Food Vendor without first obtaining a valid Mobile Food Vendor's License.

(d) Mobile food vendor's license fee.

The application fee for a Mobile Food Vendor's License shall be as prescribed in section 1-310. The fee shall not be pro-rated or refunded for any reason, including denial of an application or revocation of a license.

(e) Mobile food vendor's license application.

Application for a Mobile Food Vendor's License shall be made to the City Clerk on a form provided by the City Clerk for that purpose. In addition to paying the Mobile Food Vendor's License Fee, the applicant shall attest to the truthfulness of the application and shall complete the application in full, providing the following information:

(1) The applicant's full legal name, date of birth, place of birth and Social Security Number.

(2) The applicant's permanent address, business mailing address and telephone number.

(3) A copy of the applicant's government-issued photo identification.

(4) The applicant's valid Kansas sales tax number

(5) A brief description of the nature of the business and the food and/or beverage to offered for sale.

(6) A photograph of each Mobile Food Unit and, if licensed, the license plate number of each Mobile Food Unit.

(7) A copy of a valid State of Kansas license for food service establishments, if such is required.

(8) Proof of general liability insurance in the amount of $500,000.00 or more.

(9) A statement indicating whether or not the applicant has had a Mobile Food Vendor's License, or any similar license, revoked in this jurisdiction within the preceding two (2) years.

(10) The applicant's signature.

(f) Mobile food vendor's license issuance; denial.

(1) The City Clerk shall review each application for a Mobile Food Vendor's License. Within five (5) business days of the application, the City Clerk shall approve the application and shall issue to the applicant a Mobile Food Vendor's License together with an official copy for each Mobile Food Unit identified in the application unless:

(a) The application is incomplete.

(b) The application is determined to be fraudulent, to include a material misrepresentation, or to contain a false statement.

(c) The applicant has had a Mobile Food Vendor's License revoked by the City for any reason within the preceding two (2) years.

If the application is deficient for any of the reasons set forth in ~~Section 3-811(f) of~~ this ~~Article~~subsection (f), then the City Clerk shall deny the application by giving a Notice of Denial to the applicant. The notice of Denial shall be in writing, shall be mailed to the applicant at his or her given address, shall inform the applicant of the reason for denial, and shall inform the applicant that he or she has fourteen (14) days from the date of the Notice of Denial in which to appeal the denial of the application to the Governing Body. The City Clerk shall maintain a copy of the Notice of Denial in his or her files.

(g) Mobile food vendor's license appearance; duration.

(1) The Mobile Food Vendor's License shall contain the seal of the City, the name of the licensee, and the expiration date of the license.

(2) ~~The Mobile Food Vendor's License shall be valid for a period not to exceed one year and shall expire on December 31 of the year in which it is issued.~~ The Mobile Food Vendor's License shall be valid for a period of up to three days per event, or up to one year in which case it shall expire no later than December 31 of the year in which it is issued.

(h) Mobile food vendor's license subsequent mobile food unit.

~~In the event that a~~A licensed Mobile Food Vendor ~~begins using~~shall not use a Mobile Food Unit that was not identified in an application for the Mobile Food Vendor's License, unless the Mobile Food Vendor shall, before using said Mobile Food Unit, present to the City Clerk a photograph of the Mobile Food Unit, the license plate number, if licensed, and a copy of the original Mobile Food License. Upon receipt of that information, the City Clerk shall issue to the licensee an official copy of the Mobile Food License for the new Mobile Food Unit.

(i) Mobile food vendor's license displayed.

Mobile Food Vendors shall display the Mobile Food Vendor's License in a prominent place on a Mobile Food Unit at all times that the Mobile Food Unit is engaged in any of the activities licensed by this ~~Article~~section.

(j) Mobile food vendor's license non-transferable.

No Mobile Food Vendor's License issued in accordance with the provisions of this ~~Article~~section shall be used by any person other than the person, corporation, association, or other entity, however organized, to whom it was issued.

(k) Mobile food vendor's license restrictions.

(1) Mobile Food Vendors shall obtain the permission of the property owner before engaging in any activities licensed by this ~~Article~~section.

(2) Mobile Food Vendors may only engage in activities licensed by this ~~Article~~section on improved surfaces in commercial, industrial, and other nonresidential ~~special purpose~~ zoning districts ~~as defined in Chapter 3, Article 8 of the code of the City of Abilene~~.

(3) Mobile Food Vendors are prohibited from offering for sale any food and/or beverage from a public right of way, except as part of a City ~~Approved Event~~ approved street closure.

(4) Mobile Food Vendors are prohibited from offering for sale any food and/or beverage from any unoccupied or vacant lot, except as part of ~~a City Approved Event or pursuant to~~ a City-approved Site Plan establishing a location for Mobile Food Vendors as a permanent or seasonal element of the site in accordance with subsection (~~7~~6) of this Section.

(5) No more than two (2) Mobile Food Units may be operated at the same time on any single property, except ~~as part of a City Approved Event or~~ pursuant to a City-approved Site Plan establishing a location for Mobile Food Vendors as a permanent or seasonal element of the site in accordance with subsection (~~7~~6) of this Section.

~~(6) Mobile Food Vendors are prohibited from offering for sale any food and/or beverage from a single property for more than three (3) hours out of every day, except as part of a City Approved Event or pursuant to a City-approved Site Plan establishing a location for Mobile Food Vendors as a permanent or seasonal element of the site in accordance with subsection (7) of this Section.~~

~~(7)~~(6) The City may approve a Site Plan establishing a location for Mobile Food Vendors as a permanent or seasonal element of a site only when the following conditions are met:

(a) The owner must submit to the City, for its approval, a standard Site Plan showing, among other things, the location on the site of Mobile Food Vendors as either a permanent or seasonal element of the site;

(b) The proposed Site Plan must meet all requirements of the Zoning Code of the City of Abilene, as amended, and the provisions of this ~~Article~~section.

(l) Mobile food unit standards.

All Mobile Food Units shall comply with the following standards:

Commented [AOM1]: This subsection (k)(2) stipulated that vendors could only locate in commercial, industrial, and other "nonresidential special purpose districts as defined in Chapter 3, Article 8 . . . ." I am not finding that the term "nonresidential special purpose district" is defined in Chapter 3, or anywhere else in the code, including the zoning regulations.

Subject to your thoughts, I assume you wish to allow vendors in commercial, industrial, and all other non-residential districts, and I revised the language accordingly.

Commented [AOM2]: Shayla, your draft indicated that this subsection (k)(2) should be deleted, but it had a question mark next to it. I deleted, subject to confirmation that the deletion is desired.

(1) All Mobile Food Units shall be maintained in good, operable condition and shall, at all times, be capable of being moved.

(2) The exterior of all Mobile Food Units shall be maintained in good repair, shall be sound, shall be free from peeling or flaking paint, and shall be clean and sanitary so as not to pose a threat to the public health, safety and welfare.

(3) All Mobile Food Units, unless completely self-contained, shall be located in close proximity to and shall be connected safely to electricity and other necessary utilities, such that they do not pose a threat to public health, safety, and welfare.

(4) Signs shall be limited to those that may be mounted or incorporated on the Mobile Food Unit. Signs shall not exceed the dimensions of the Mobile Food Unit by more than one (1) foot in any direction. No flashing signs shall be permitted. Illuminated signs are permitted, provided that the signs are only illuminated when the Mobile Food Unit is stationary, that such signs are only illuminated during hours that the Mobile Food Unit is being operated, and that any such signs, within five hundred (500) feet of any traffic signal, are not green, amber, or red in color. When the sign is illuminated by a light or lights reflected upon it, direct rays of light shall not beam upon any residential building or into any residential neighborhood or street.

(m) Mobile food vendor's license revocation.

(1) The City Clerk may revoke any Mobile Food Vendor's License issued under this ~~Article~~section for one or more of the following reasons:

(a) Fraud, misrepresentation, or false statement contained in the application for the Mobile Food Vendor's License;

(b) Any violation of the provisions of this ~~Article~~section;

(c) Conducting a licensed activity in an unlawful manner, in a manner that disturbs the peace, or in a manner that is injurious to the health, safety, or welfare of the residents of the City;

(d) Unauthorized use of a public right of way;

(e) Violation of a site plan requirement for an existing land use or for any other violation of the zoning code; or

(f) Revocation or denial of any license issued by the State of Kansas for food service establishments.

(2) Notice of Revocation shall be in writing, shall be mailed to the applicant at his or her given address, shall inform the licensee of the reason for revocation, and shall inform the licensee that he or she has fourteen (14) days from the date of the Notice of

Revocation to appeal the revocation to the Governing Body. The City Clerk shall maintain a copy of the Notice of Revocation in his or her files.

(n) Mobile food vendor's license appeal.
Any person aggrieved by the action of the City Clerk in denying an application for a Mobile Food Vendor's License or in revoking a Mobile Food Vendor's License shall have the right to appeal that action to the Governing Body. Such appeal shall be taken by filing with the City Clerk a Notice of Appeal within fourteen (14) days of the date of the Notice of Denial or the Notice of Revocation. The Notice of Appeal must be in writing and must set forth why the applicant or the licensee believes that the denial or the revocation is erroneous. After the Notice of Appeal is filed, the Governing Body shall set a time and place for hearing the appeal. Notice of the hearing shall be given to the applicant or licensee in the same manner as the Notice of Denial or the Notice of Revocation. The Governing Body's decision and order on such appeal shall be the final order of the City.

(o) Mobile food vendor's license municipal offense.
Operating as a Mobile Food Vendor without a Mobile Food Vendor's License shall be a municipal offense. Any person, upon an adjudication of guilt or the entry of a plea of no contest, shall be subject to a fine of a minimum of $500.00 and a maximum of $1,000.00. The municipal court judge shall have no authority to suspend all or any portion of the minimum fine.

(p) Mobile food vendor's license exemptions.
The provisions of this Article shall not apply to the following activities:

(1) Ice cream vendors licensed under ~~Article 8, Chapter 3 of the City of the City of Abilene~~this Article.

(2) Vendors selling at the Dickinson County or Abilene Fairgrounds.

(3) Vendors selling at the Farmers' Market.

(4) Vendors selling on school campuses.

~~(5) Vendors selling as part of a City Approved Event.~~

SECTION 2. REPEAL. Existing Section 3-811 is hereby repealed.

SECTION 3. EFFECTIVE DATE; SUMMARY. This ordinance shall be in full force and effect from and after January 1, 2024, following its adoption and publication once in the official city newspaper by the following summary:

Ordinance No. _____ Summary

On ____________, 2023, the City Commission passed Ordinance No. _____. The ordinance amends existing City Code Section 3-811 pertaining to mobile food vendors by amending ~~the~~ certain subsections relating to ~~the issuance of~~ licenses ~~and license fees for mobile food vendors~~ and operational requirements applicable to mobile food vendors in 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 ___ day of ______________, 2023.

____
Trevor D. Witt, Mayor

Attest:

____
Shayla Mohr, City Clerk

The publication summary set forth above is certified this ___ day of ____________, 2023.

____
Aaron O. Martin, Legal Counsel

ORDINANCE NO. 23-3438

AN ORDINANCE AMENDING SECTION 3-811 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS, CONCERNING MOBILE FOOD VENDORS.

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

SECTION 1. That Section 3-811 of the City Code of Abilene, Kansas, is hereby amended to read as follows:

3-811 Mobile Food Vendors.

(a) Purpose.
The Governing Body finds that, in order to advance the health, safety and welfare of the residents of the City of Abilene, Kansas, it is necessary to regulate various activities, including those of Mobile Food Vendors.

(b) Definitions.
The following words, terms and phrases, when used in this section, shall, except where the context clearly indicates otherwise, have the following meanings:

(1) **"City Clerk,"** for the purpose of this section, shall mean the City Clerk, the Interim City Clerk, anyone fulfilling the duties of the City Clerk on either a temporary or a permanent basis, or any designee of the City Clerk.

(2) **"Mobile Food Vendor"** shall mean any person, corporation, association, or other entity, however organized, that offers food and/or beverage for sale from a Mobile Food Unit.

(3) **"Mobile Food Unit"** shall mean any self-contained vehicle, trailer, cart, or other type of conveyance from which food and/or beverage is offered for sale.

(4)

(c) Mobile food vendor's license required.
No person, corporation, association, or other entity, however organized, shall operate within the corporate limits of the City as a Mobile Food Vendor without first obtaining a valid Mobile Food Vendor's License.

(d) Mobile food vendor's license fee.
The application fee for a Mobile Food Vendor's License shall be as prescribed in section 1-310. The fee shall not be pro-rated or refunded for any reason, including denial of an application or revocation of a license.

(e) Mobile food vendor's license application.

Application for a Mobile Food Vendor's License shall be made to the City Clerk on a form provided by the City Clerk for that purpose. In addition to paying the Mobile Food Vendor's License Fee, the applicant shall attest to the truthfulness of the application and shall complete the application in full, providing the following information:

(1) The applicant's full legal name, date of birth, place of birth and Social Security Number.

(2) The applicant's permanent address, business mailing address and telephone number.

(3) A copy of the applicant's government-issued photo identification.

(4) The applicant's valid Kansas sales tax number

(5) A brief description of the nature of the business and the food and/or beverage to offered for sale.

(6) A photograph of each Mobile Food Unit and, if licensed, the license plate number of each Mobile Food Unit.

(7) A copy of a valid State of Kansas license for food service establishments, if such is required.

(8) Proof of general liability insurance in the amount of $500,000.00 or more.

(9) A statement indicating whether or not the applicant has had a Mobile Food Vendor's License, or any similar license, revoked in this jurisdiction within the preceding two (2) years.

(10) The applicant's signature.

(f) Mobile food vendor's license issuance; denial.

(1) The City Clerk shall review each application for a Mobile Food Vendor's License. Within five (5) business days of the application, the City Clerk shall approve the application and shall issue to the applicant a Mobile Food Vendor's License together with an official copy for each Mobile Food Unit identified in the application unless:

(a) The application is incomplete.

(b) The application is determined to be fraudulent, to include a material misrepresentation, or to contain a false statement.

(c) The applicant has had a Mobile Food Vendor's License revoked by the City for any reason within the preceding two (2) years.

If the application is deficient for any of the reasons set forth in this subsection (f), then the City Clerk shall deny the application by giving a Notice of Denial to the applicant. The notice of Denial shall be in writing, shall be mailed to the applicant at his or her given address, shall inform the applicant of the reason for denial, and shall inform the applicant that he or she has fourteen (14) days from the date of the Notice of Denial in which to appeal the denial of the application to the Governing Body. The City Clerk shall maintain a copy of the Notice of Denial in his or her files.

(g) Mobile food vendor's license appearance; duration.

(1) The Mobile Food Vendor's License shall contain the seal of the City, the name of the licensee, and the expiration date of the license.

(2) The Mobile Food Vendor's License shall be valid for a period of up to three days per event, or up to one year in which case it shall expire no later than December 31 of the year in which it is issued.

(h) Mobile food vendor's license subsequent mobile food unit.
A licensed Mobile Food Vendor shall not use a Mobile Food Unit that was not identified in an application for the Mobile Food Vendor's License, unless the Mobile Food Vendor shall, before using said Mobile Food Unit, present to the City Clerk a photograph of the Mobile Food Unit, the license plate number, if licensed, and a copy of the original Mobile Food License. Upon receipt of that information, the City Clerk shall issue to the licensee an official copy of the Mobile Food License for the new Mobile Food Unit.

(i) Mobile food vendor's license displayed.
Mobile Food Vendors shall display the Mobile Food Vendor's License in a prominent place on a Mobile Food Unit at all times that the Mobile Food Unit is engaged in any of the activities licensed by this section.

(j) Mobile food vendor's license non-transferable.
No Mobile Food Vendor's License issued in accordance with the provisions of this section shall be used by any person other than the person, corporation, association, or other entity, however organized, to whom it was issued.

(k) Mobile food vendor's license restrictions.

(1) Mobile Food Vendors shall obtain the permission of the property owner before engaging in any activities licensed by this section.

(2) Mobile Food Vendors may only engage in activities licensed by this section on improved surfaces in commercial, industrial, and other nonresidential zoning districts.

(3) Mobile Food Vendors are prohibited from offering for sale any food and/or beverage from a public right of way, except as part of a City-approved street closure.

(4) Mobile Food Vendors are prohibited from offering for sale any food and/or beverage from any unoccupied or vacant lot, except as part of a City-approved Site Plan establishing a location for Mobile Food Vendors as a permanent or seasonal element of the site in accordance with subsection (6) of this Section.

(5) No more than two (2) Mobile Food Units may be operated at the same time on any single property, except pursuant to a City-approved Site Plan establishing a location for Mobile Food Vendors as a permanent or seasonal element of the site in accordance with subsection (6) of this Section.

(6) The City may approve a Site Plan establishing a location for Mobile Food Vendors as a permanent or seasonal element of a site only when the following conditions are met:

(a) The owner must submit to the City, for its approval, a standard Site Plan showing, among other things, the location on the site of Mobile Food Vendors as either a permanent or seasonal element of the site;

(b) The proposed Site Plan must meet all requirements of the Zoning Code of the City of Abilene, as amended, and the provisions of this section.

(l) Mobile food unit standards.

All Mobile Food Units shall comply with the following standards:

(1) All Mobile Food Units shall be maintained in good, operable condition and shall, at all times, be capable of being moved.

(2) The exterior of all Mobile Food Units shall be maintained in good repair, shall be sound, shall be free from peeling or flaking paint, and shall be clean and sanitary so as not to pose a threat to the public health, safety and welfare.

(3) All Mobile Food Units, unless completely self-contained, shall be located in close proximity to and shall be connected safely to electricity and other necessary utilities, such that they do not pose a threat to public health, safety, and welfare.

(4) Signs shall be limited to those that may be mounted or incorporated on the Mobile Food Unit. Signs shall not exceed the dimensions of the Mobile Food Unit by more than one (1) foot in any direction. No flashing signs shall be permitted. Illuminated signs are permitted, provided that the signs are only illuminated when the Mobile Food Unit is stationary, that such signs are only illuminated during hours that the Mobile Food Unit is being operated, and that any such signs, within five hundred (500) feet of any traffic signal, are not green, amber, or red in color. When the sign is illuminated by a light or lights reflected upon it, direct rays of light shall not beam upon any residential building or into any residential neighborhood or street.

(m) Mobile food vendor's license revocation.

(1) The City Clerk may revoke any Mobile Food Vendor's License issued under this section for one or more of the following reasons:

(a) Fraud, misrepresentation, or false statement contained in the application for the Mobile Food Vendor's License;

(b) Any violation of the provisions of this section;

(c) Conducting a licensed activity in an unlawful manner, in a manner that disturbs the peace, or in a manner that is injurious to the health, safety, or welfare of the residents of the City;

(d) Unauthorized use of a public right of way;

(e) Violation of a site plan requirement for an existing land use or for any other violation of the zoning code; or

(f) Revocation or denial of any license issued by the State of Kansas for food service establishments.

(2) Notice of Revocation shall be in writing, shall be mailed to the applicant at his or her given address, shall inform the licensee of the reason for revocation, and shall inform the licensee that he or she has fourteen (14) days from the date of the Notice of Revocation to appeal the revocation to the Governing Body. The City Clerk shall maintain a copy of the Notice of Revocation in his or her files.

(n) Mobile food vendor's license appeal.

Any person aggrieved by the action of the City Clerk in denying an application for a Mobile Food Vendor's License or in revoking a Mobile Food Vendor's License shall have the right to appeal that action to the Governing Body. Such appeal shall be taken by filing with the City Clerk a Notice of Appeal within fourteen (14) days of the date of the Notice of Denial or the Notice of Revocation. The Notice of Appeal must be in writing and must set forth why the applicant or the licensee believes that the denial or the revocation is erroneous. After the Notice of Appeal is filed, the Governing Body shall set a time and place for hearing the appeal. Notice of the hearing shall be given to the applicant or licensee in the same manner as the Notice of Denial or the Notice of Revocation. The Governing Body's decision and order on such appeal shall be the final order of the City.

(o) Mobile food vendor's license municipal offense.
Operating as a Mobile Food Vendor without a Mobile Food Vendor's License shall be a municipal offense. Any person, upon an adjudication of guilt or the entry of a plea of no contest, shall be subject to a fine of a minimum of $500.00 and a maximum of $1,000.00. The municipal court judge shall have no authority to suspend all or any portion of the minimum fine.

(p) Mobile food vendor's license exemptions.
The provisions of this Article shall not apply to the following activities:

(1) Ice cream vendors licensed under this Article.

(2) Vendors selling at the Dickinson County or Abilene Fairgrounds.

(3) Vendors selling at the Farmers' Market.

(4) Vendors selling on school campuses.

SECTION 2. REPEAL. Existing Section 3-811 is hereby repealed.

SECTION 3. EFFECTIVE DATE; SUMMARY. This ordinance shall be in full force and effect from and after January 1, 2024, following its adoption and publication once in the official city newspaper by the following summary:

Ordinance No. 23-3438 Summary

On November 27, 2023, the City Commission passed Ordinance No. 23-3438. The ordinance amends existing City Code Section 3-811 pertaining to mobile food vendors by amending certain subsections relating to licenses and operational requirements applicable to mobile food vendors in 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 27th day of November 2023.

Trevor D. Witt, Mayor

Attest:

Shayla L Mohr, City Clerk

The publication summary set forth above is certified this 27th day of November 2023.

Aaron O. Martin, Legal Counsel

ABILENE
KANSAS

City Commission

City Commission Meeting Date: Monday, November 13, 2023

Session: Study Session

Topic: Precious Metals/Gems & Pawnbroker license

Department: Administration

Staff Contact: Shayla Mohr, City Clerk

Background:

We were approached by an Abilene resident regarding Precious Metals/Gems & Pawnbroker license. In our research, we found there is a Kansas State Statute that requires cities to have licensing guidelines in place for these types of businesses.

City Attorney Martin has drawn up an ordinance amending Chapter 3 of the City Code to add these requirements.

The ordinance is mirrored after the K.S.A.16-706 statute requirements.

Recommendation:

Adopt Ordinance No. 23-3439, **AN ORDINANCE AMENDING CHAPTER 3 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS BY ADDING A NEW ARTICLE 17 PERTAINING TO LICENSING AND REGULATION OF PAWNBROKERS AND PRECIOUS METAL DEALERS IN THE CITY OF ABILENE, KANSAS.**

Fiscal Note:

None

Funding Source:

None

ORDINANCE NO. 23-3439

AN ORDINANCE AMENDING CHAPTER 3 THE CITY CODE OF THE CITY OF ABILENE, KANSAS BY ADDING A NEW ARTICLE 17 PERTAINING TO LICENSING AND REGULATION OF PAWNBROKERS AND PRECIOUS METAL DEALERS IN THE CITY OF ABILENE, KANSAS.

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

SECTION 1. Chapter 3 of the City Code of the City of Abilene, Kansas is hereby amended by adding a new Article 17 to read as follows:

Article 17. Pawnbrokers and Precious Metal Dealers

3-1701. Definitions.

For the purposes of this article, the following words and phrases shall mean:

(a) *Pawnbroker* means any person who loans money on deposit or pledge of personal property or other valuable thing, other than intangible personal property, or who deals in the purchase of personal property on the condition of selling the same back again at a stipulated price. A Pawnbroker does not include any person operating under the supervision of the State Banking Commissioner, Credit Union Administrator or Consumer Credit Commissioner of the State of Kansas.

(b) *Person* means any individual, firm, company, partnership, corporation or association.

(c) *Precious metal* means gold, silver or platinum group metals or any used articles or other used personal property containing such metals, but shall not include coins purchased for their numismatic value rather than their metal content or ingots or other industrial residue or by-products composed of such metals purchased from manufacturing firms.

(d) *Precious metal dealer* means any person who engages in the business of purchasing precious metal for the purpose of reselling such metal in any form.

3-1702. Licensure; application; fee.

(a) No person shall engage or continue in business as a pawnbroker or precious metal dealer without first obtaining a license therefore from the City Clerk.

(b) Application for a license shall be in writing and shall state the full name and place of residence of the applicant. If the applicant is a partnership, the application shall contain the name and place of residence of each member thereof or, if a corporation or association, of each officer, shareholder or member thereof. The application shall include the address of the places where the business is to be conducted, the hours and days of the week during which the applicant proposes to engage in the business of pawnbroking or dealing in precious metals at each such place, and such other information as may be necessary to determine the applicant's qualifications for a license in accordance with the provisions of this article. Each applicant shall also submit with the application:

(1) A statement that the applicant is the holder of a valid registration certificate issued by the Director of Revenue of the State of Kansas pursuant to K.S.A. 79-3608 for each place of business for which application for a license is made.

(2) A detailed inventory and description of all goods, wares, merchandise, precious metals or other property held in pledge or for sale at the time of the application at each place of business stated therein, indicating whether the same was received in pledge, purchased as secondhand merchandise or precious metal purchased for resale.

(c) The license application shall be in a form approved by the Attorney General. Each application shall be accompanied by a fee as prescribed in section 1-310 of the City Code which shall be paid annually upon renewal of the license. All such fees received by the City Clerk shall be deposited in the City's General Fund.

(d) The City Clerk shall approve, deny, or approve with conditions all license applications within fifteen (15) days of receiving a complete application.

(e) Any applicant dissatisfied by the action or decision of the City Clerk under this section shall have the right to appeal such action or decision to the City Commission within fifteen (15) days after the written decision of the City Clerk has been mailed to the applicant.

(f) An appeal to the City Commission shall be taken by filing with the city clerk a written statement setting forth the grounds for the appeal. An appeal shall be considered at the next City Commission meeting following the city clerk's receipt of the written appeal, but in no event more than fifteen (15) days after the city clerk's receipt of such written appeal. Notice of the time and place of the hearing shall be given to the applicant.

(g) The City Commission may affirm, overrule, or modify the decision of the City Clerk.

3-1703. Qualifications.

No license or renewal thereof shall be granted to:

(a) Any person who is not a citizen of the United States.

(b) Any person who has not been an actual resident of the State of Kansas for at least two (2) years immediately preceding the date of the application.

(c) Any person who has been convicted of or who has pleaded guilty to a felony under the laws of this state, or any other state, or of the United States, or shall have forfeited his or her bond to appear in court to answer charges for any such offense within the ten (10) years immediately prior to such person's application for a license.

(d) Any person whose license has been revoked for cause under the provisions of this article or K.S.A. 16-706, et seq.

(e) Any person is not at least twenty-one (21) years of age.

(f) Any person who at the time of application for renewal of any license issued hereunder would not be eligible for such license upon a first application.

(g) Any person who does not own the premises for which a license is sought, unless he has a written lease therefore for at least three-fourths (3/4) of the period for which the license is to be issued.

(h) Any person whose spouse would be ineligible to receive a license hereunder for any reason other than the age, citizenship and residence requirements.

(i) Any partnership, unless each of the partners shall be eligible to receive a license as an individual.

(j) A corporation, if any officer, manager, director or stockholder would be ineligible to receive a license as an individual.

3-1704. Transfer of stock by stockholder of corporate licensee; effect.

(a) It shall be unlawful for any shareholder of a corporate licensee to transfer any stock in said corporation to any person who would be ineligible to receive a license as an individual, and any such transfer shall be null and void: *Provided,* That if any such stockholder of a corporate licensee shall become deceased, and his heirs or devisees to whom said stock descends by descent and distribution or by will shall be ineligible to receive a license hereunder, then the legal representatives of said deceased stockholder's estate, his heirs and devisees shall have fourteen (14) months from the date of the death of said stockholder within which to sell said stock to a person eligible to receive a license hereunder, with such sale to be made in accordance with the provisions of the probate code and any amendments thereto. If said legal representatives, heirs and devisees shall fail, refuse or neglect to so convey said stock within the time hereinbefore prescribed, then said stock shall revert to and become the property of the corporation, for which the corporation shall pay to said legal representatives, heirs or devisees the book value of such stock. If the stock in any corporation shall be the subject of any trust heretofore or hereafter created, the trustee or trustees and the beneficiaries of each trustee and beneficiary of said trust who is twenty-one (21) years of age or older must be a person who would be eligible to receive a license, or the trustee shall be and is hereby authorized and required, within fourteen (14) months after the effective date of the trust, to sell said stock to a person eligible to receive a license under this act, and the trustee shall hold and disburse the proceeds thereof in accordance with the terms of the trust, or the license of the corporation shall be forfeited.

(b) During the fourteen-month periods hereinbefore mentioned, a corporation shall not be denied a license or have its license revoked if it meets all of the other requirements necessary to have a license as provided in this act.

3-1705. Contents of license; display; license for each place of business.

The license of a pawnbroker or precious metal dealer shall state the address at which the business is to be conducted and shall state fully the name of the licensee. If the licensee is a partnership, the license shall state the names of the members thereof and, if a corporation, the date and place of its incorporation and the names of all shareholders thereof. Such license shall be kept conspicuously posted in the place of business of the licensee and shall not be transferable or assignable. Not more than one place of business shall be maintained under the same license, but more than one (1) license may be issued to the same licensee upon compliance with all the provisions of this act governing the issuance of an initial license.

3-1706. Change in location of place of business; notice; duplicate license; restrictions.

Whenever a licensee shall change its place of business to another location within the corporate limits of the city, the licensee shall immediately give written notice thereof to the City Clerk. The City Clerk shall then issue a duplicate license which shall show, in addition to all the information appearing on the old license, a record of the change of location and the date thereof, which new license shall be authority for the operation of such business under such license at such location. The licensee shall return the old license to the City Clerk as soon as the new license has been received and the change in location has taken place.

3-1707. Examination of books, accounts, records.

Each licensee shall keep and use in the licensee’s business such books, accounts and records as will enable the City Clerk or the Chief of Police to determine whether such licensee is complying with the provisions of this article. The City Clerk or the Chief of Police may examine or cause to be examined the books, accounts, records and files used by any licensee or by any other person engaged in the business of pawnbroking or dealing in precious metals, irrespective of whether such person acts or claims to act as principal, agent or broker, or under or without authority of this article. The City Clerk and the Chief of Police shall be given free access to all such books, accounts, papers, records, files, safes and vaults.

3-1708. Suspension or revocation of license; notice and hearing.

(a) Any license issued under this article may be suspended or revoked, after due notice and public hearing, if the licensee:

  (1) Has failed to pay the annual license fee.

(2) Has violated any provisions of this article or K.S.A. 16-706, et seq.

(3) Has been convicted of or pleaded guilty to a felony under the laws of this state, or any other state, or of the United States, or shall have forfeited his or her bond to appear in court to answer charges for any such offense, if such conviction or plea occurred subsequent to or within the ten (10) years immediately prior to the date of the licensee's application for the license.

(b) Any license issued under this article shall be revoked, after due notice and hearing thereon, if it shall be proved at the hearing that the licensee sold any handgun to a minor.

(c) Said hearing herein provided shall be held by the City Commission within thirty (30) days after notice thereof, and the alleged violation determined by written order of the City Manager within sixty (60) days after such hearing is concluded; but no revocation or suspension or surrender of any license shall impair or affect the obligation of any preexisting lawful contract between the licensee and any borrower.

3-1709. Report of property pledged or purchased; required holding period for precious metal purchased; report not open to public inspection.

(a) On or before Tuesday of each week, every pawnbroker or precious metal dealer shall report the description of all property received in pledge or purchased as a pawnbroker or precious metal dealer during the preceding calendar week, in whatever quantity received, and such report shall be made in writing to the Chief of Police. Such report shall include all property purchased as secondhand merchandise at wholesale, secondhand merchandise taken in for sale or possessed on consignment for sale and secondhand merchandise taken in trade. No such report need be made concerning property or merchandise acquired from another pawnbroker or precious metal dealer licensed in this state in a transaction involving the purchase or other acquisition from the other pawnbroker or precious metal dealer of the other pawnbroker's or dealer's stock in trade, or a substantial part thereof in bulk, where the other pawnbroker has made the reports required by this section with respect to such property or merchandise.

(b) Every precious metal dealer shall retain in the dealer's possession for a period of ten (10) days all precious metal purchased as a precious metal dealer, and such metal shall remain in the condition in which it was purchased. The ten (10) day period shall commence on the date that the Chief of Police receives the report of its acquisition in compliance with this section. If the Chief of Police has probable cause to believe that any precious metal reported by a dealer has been stolen, the Chief of Police may give written notice to the dealer to retain such metal for an additional period of fifteen (15) days. Upon such notice, the dealer shall retain such metal in an unaltered condition for an additional fifteen (15) day period unless the Chief of Police notifies the dealer in writing that the waiting period is terminated at an earlier time.

(c) Reports made under this section shall be available for inspection only by law enforcement officers and county and district attorneys and their employees, for law enforcement purposes.

3-1710. Record of transactions.

(a) At the time of making a loan, a pawnbroker shall enter in a book kept for that purpose:

(1) The date, duration, amount and charges of every loan made by the pawnbroker.

(2) A full and accurate description of the property pledged.

(3) The name, age, residence and driver's license or other personal identification number of the pledgor.

(b) At the time of purchasing precious metal, a precious metal dealer shall enter in a book kept for that purpose:

(1) The date of the purchase.
(2) A full and accurate description of each item purchased, including any identifying letters, numbers or marks on the item.

(3) The name, age, residence and driver's license or other personal identification number of the seller.

(c) The record required by this section shall be maintained by the pawnbroker or precious metal dealer at the pawnbroker's or dealer's place of business for not less than one (1) year following the date of the transaction.

3-1711. Minors; prohibited transactions.

(a) No pawnbroker shall receive into pledge, or as security for any loan, transfer, service, undertaking or advantage, anything of value from any person under the age of eighteen (18) years.

(b) No precious metal dealer shall purchase any precious metal from any person under the age of eighteen (18) years.

3-1712. Periodic inspections to determine compliance.

Law enforcement officers shall have access during regular business hours to the place of business of any pawnbroker or precious metal dealer conducting business within the city. Access shall be for the purpose of periodically inspecting property pledged or purchased in the transaction of the business of the pawnbroker or precious metal dealer, and records relating to those transactions, to determine if the pawnbroker or dealer is complying with the provisions of this article.

3-1713. Transactions in precious metals, requirements; refusal to redeliver stolen property to owner, effect.

A precious metal dealer shall require of every person from whom the dealer purchases precious metal for resale:

(a) Proof of identification.

(b) A signed statement saying that the seller is the legal owner of the precious metal or is an agent of the legal owner who is authorized to sell such metal and stating when, where and in what manner such metal was acquired by the seller.

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. 23-3439 Summary

On November 27, 2023, the City Commission passed Ordinance No. 23-3439. The ordinance amends Chapter 3 the City Code of the City of Abilene, Kansas by adding a new Article 17 pertaining to licensing and regulation of pawnbrokers and precious metal dealers in 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 27th day of November 2023.

____
Trevor D. Witt, Mayor

Attest:

____
Shayla L. Mohr, City Clerk

The publication summary set forth above is certified this 27th day of November 2023.

____
Aaron O. Martin, Legal Counsel

ABILENE
KANSAS

City Commission

Trevor Witt
Mayor

John Kollhoff
Vice-Mayor

Brandon Rein
Council Member

Wendy Miller
Council Member

Dee Marshall
Council Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

City Commission Meeting Date: Monday, November 13, 2023

Session: Study Session

Topic: City Manager Performance Review

Department: City Commission

Staff Contact: Trevor Witt, Mayor

Background: See attached document titled "City Manager Performance Review".

Recommendation:

Fiscal Note:

Funding Source:

FIRST AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT

This First Amendment to City Manager Employment Agreement ("Amendment") is made and entered into effective as the 1st day of June, 2022, by and between the City of Abilene, Kansas ("City") and Ronald Marsh ("City Manager").

Recitals

A. The City and City Manager are parties to a City Manager Employment Agreement dated April 26, 2021 (the "Agreement").

B. The parties desire to make certain modifications to the Agreement affecting the benefits granted to City Manager.

FOR AND IN CONSIDERATION of the mutual and reciprocal promises and agreements set forth herein, the parties agree as follows:

Section 1 - Amendment. Section 4 of the Agreement is amended to read as follows:

> **Section 4: Vacation and Other Leave.** The City Manager shall earn, accrue, and accumulate vacation, personal, and sick leave at the same rate and in the same manner as all other employees of the City. Notwithstanding the foregoing, upon commencing employment, the City Manager shall be credited with fifteen (15) days of accrued vacation leave, and commencing on June 1, 2022, the City Manager shall earn, accrue, and accumulate a minimum of fifteen (15) days of vacation leave every twelve (12) months. The City waives any waiting period or training requirement for use of leave.

Section 2 - Amendment. Section 7.E of the Agreement is amended to read as follows:

> E. Vehicle Allowance; Mileage Reimbursement. The City acknowledges that in the performance of the City Manager's duties, the City Manager shall have a need to use a personal vehicle. The City agrees to pay the City Manager $300.00 per month as a vehicle allowance. In addition, for use of his personal vehicle relating to the business of the City outside of Dickinson County, Kansas, the City will reimburse the City Manager at the applicable IRS mileage rate.

Section 3 - No Other Changes. Except as otherwise stated in this Amendment, the Agreement, as amended herein, shall continue in full force and effect, and the Agreement is hereby ratified and confirmed.

CITY OF ABILENE, KANSAS

By: Dee Marshall
Dee Marshall, Mayor

ATTEST:

By: Shayla Mohr
Shayla Mohr, City Clerk

CITY MANAGER

Ronald Marsh
Ronald Marsh

CITY MANAGER EMPLOYMENT AGREEMENT

This Agreement dated April 26, 2021 is made between the CITY OF ABILENE, KANSAS, a Kansas municipal corporation (the "City"), and RONALD MARSH (the "City Manager).

Section 1: Term

This Agreement commences June 1, 2021 and will remain in effect, subject to amendment in writing by the mutual consent of the parties, until terminated by the City or the City Manager pursuant to its terms; provided, however, that commencement of the City Manager's employment under this Agreement is conditioned upon the City Manager's prior satisfaction of customary employment eligibility requirements set forth in the City's personnel policies, including successful completion of a physical examination and drug screening test, which shall be coordinated by the Human Resources Director following execution of this Agreement.

Section 2: Duties and Authority

Subject to the terms of this Agreement, the City employs the City Manager to perform the functions and duties of the city manager as specified under applicable law, including Kansas statutes and city ordinances, and to perform other legally permissible and proper duties and functions as the City's governing body may assign.

Section 3: Compensation

A. Base Salary. The City agrees to pay the City Manager an annual base salary of $115,000.00, payable in installments when the other management officials of the City are paid. The City Manager's base salary may be modified upon approval by the governing body under the following subsection 3.B. or 3.C. without formal amendment of this Agreement.

B. Pay Plan Cost of Living Adjustments. The City Manager's base salary under this Agreement shall be automatically adjusted by the same percentage and at the same time as any official pay plan adjustment approved by the governing body, to the extent that the adjustment reflects cost-of-living increases uniformly applicable to other employees of the City.

C. Annual Review. Annual reviews of the City Manager's base salary will be conducted by the governing body in conjunction with the annual performance review addressed in Section 11 below. Any adjustments to the City Manager's base salary will be made upon approval by the governing body based upon such criteria as the governing body deems appropriate.

Section 4: Vacation and Other Leave

The City Manager shall earn, accrue, and accumulate vacation, personal, and sick leave at the same rate and in the same manner as all other employees of the City. Notwithstanding the foregoing, upon commencing employment, the City Manager shall be credited with fifteen (15) days of accrued vacation leave. The City waives any waiting period or training requirement regarding use of leave.

Section 5: Insurance

The City agrees to put into force or continue in force and to make required premium payments for all insurance benefits as are available for all other employees of the City.

Section 6: Retirement

A. The City has adopted Section 457 deferred compensation plans through ICMA Retirement Corporation (ICMA-RC) and Waddell & Reed. The City Manager may participate in either or both plans. The City agrees to budget and pay to either plan an amount equal to $20.00 per pay period, on behalf of the City Manager.

B. The City participates in the Kansas Public Employees Retirement System (KPERS). Benefits, and employer and employee contributions shall be the same as applicable to other City employees.

Section 7: General Business Expense

A. Dues and Subscriptions. The City agrees to pay for professional dues and subscriptions necessary for the City Manager's full participation in national, regional, state, and local associations and organizations which promote the City Manager's professional development.

B. Participation in Professional Development and City-related Functions. The City agrees to pay for travel and subsistence expenses of the City Manager for professional and official travel, meetings, and occasions to adequately continue the professional development of the City Manager and to pursue necessary official functions for the City, including but not limited to the ICMA Annual Conference, the League of Kansas Municipalities (LKM), Kansas Association of City/County Management (KACM) and other national, regional, state, and local governmental groups and committees in which the City Manager serves as a member. Notwithstanding the foregoing, it is agreed that the City Manager shall not attend more than one event involving air travel, per calendar year, without the express permission of the governing body. Any air travel shall be by coach class. In connection with each annual review of the City Manager conducted by the governing body pursuant to Section 11 below, the City Manager shall furnish the governing body with a written report summarizing, for the preceding twelve (12) months, all activity and related expenses involving City Manager's participation in professional development and City-related functions conducted pursuant to this subsection 7.B.

C. Job-related Expenses. The City recognizes that certain job-related expenses will be incurred by the City Manager and agrees to either pay or reimburse the City Manager for those expenses upon submission of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits to the director of finance in accordance with the City's reimbursement policies.

D. Civic Club Dues. The City acknowledges the value of having the City Manager participate in local civic organizations. The City agrees to pay the reasonable membership fees and/or dues required for the City Manager to participate as an active member of one local civic organization of the City Manager's choice.

E. Mileage Reimbursement. The City acknowledges that in the performance of the City Manager's duties, the City Manager shall have a need, from time to time, to use his personal vehicle outside of Dickinson County, Kansas. Accordingly, for use of his personal vehicle relating to the business of the City outside of Dickinson County, Kansas, the City will reimburse the City Manager at the applicable IRS mileage rate.

Section 8: Termination

For the purpose of this Agreement, termination shall occur:

1. If a majority of the governing body votes to terminate the City Manager at a duly authorized public meeting;

2. If the governing body, citizens or legislature acts to amend any provisions of the City Charter, city ordinances, or Kansas law pertaining to the role, powers, duties, authority, or responsibilities of the City Manager's position that substantially changes the form of government, the City Manager shall have the right to declare that such amendments constitute termination;

3. If the governing body reduces the base salary, compensation, or any other financial benefit of the City Manager, unless it is applied in no greater percentage than the average reduction of all city department heads, such action will be regarded as a termination;

4. If the City Manager resigns following an agreement to accept the City Manager's resignation, whether formal or informal, as representative of the desire of the majority of the City's governing body that the City Manager resign, then the City Manager may declare a termination as of the date the offer to accept resignation was communicated to the City Manager; or

5. If the City fails to otherwise comply with the terms of this Agreement after 30-days' written notice from the City Manager to the governing body of the City's failure to comply.

Section 9: Severance

If termination of the City Manager occurs as defined in Section 8 above during such time that the City Manager is willing and able to perform the duties under this Agreement, then in that event, the City agrees to:

1. Pay the City Manager a cash payment equal to six (6) months base salary, to be paid in a lump sum unless otherwise agreed by the City and the City Manager; and

2. Pay the City Manager for all accrued vacation leave, to be paid in a lump sum unless otherwise agreed by the City and the City Manager.

If the City Manager is terminated for just cause as defined herein, however, then the City is not obligated to pay severance under this section, and the City's only obligation to the City Manager shall be to pay all base salary and vacation accrued but unpaid at the date of termination. "Terminated for just cause" is defined for the purposes of this section as termination for any of the following reasons: (a) act(s) of misfeasance or malfeasance; or (b) act(s) constituting gross dereliction of duty; or (c) conviction of a felony or any crime involving moral turpitude.

Section 10: Resignation

If the City Manager voluntarily resigns from the position of city manager, the City Manager agrees to provide a minimum of 60-days' notice, unless the parties agree otherwise.

Section 11: Evaluations

The governing body will review and evaluate the City Manager's performance annually based upon criteria and a format established by the governing body, in consultation with the City Manager, and communicated to the City Manager in writing at the outset of the evaluation period. The governing body shall furnish to the City Manager a written summary of the findings of the governing body, and shall afford the City Manager an adequate opportunity to discuss such findings and evaluations with the governing body. In addition to a scheduled annual evaluation, the governing body reserves its right to further evaluate the City Manager's performance at any other time it chooses.

Section 12: Hours of Work

It is recognized that the City Manager must devote a great deal of time outside the normal office hours on business and performing work for the City. For those reasons the City Manager shall be allowed to establish an appropriate work schedule.

Section 13: Outside Activities

The employment provided for by this Agreement shall be the City Manager's sole employment.

Section 14: Residency Within City of Abilene

The City Manager agrees to establish residence within the corporate boundaries of the City of Abilene no later than December 1, 2021, and thereafter to maintain residence within the corporate boundaries of the City of Abilene. Following the execution of this Agreement, the City shall pay a lump-sum payment of $2,500.00 to the City Manager to assist with moving and relocation costs.

Section 15: Bonding

The City shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.

Section 16: Other Terms and Conditions of Employment

A. Terms and Conditions. The City governing body shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the City Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any applicable law. Except as otherwise provided in this

Agreement, the City Manager shall be subject to all other terms and conditions of employment as provided in applicable law including city ordinances, city personnel policies, or by practice.

B. Other Benefits. Except as otherwise provided in this Agreement, the City Manager shall be entitled to the highest level of benefits that are enjoyed by all other full-time employees of the City as provided in applicable law including city ordinances, city personnel policies, or by practice.

Section 17: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the City and the City Manager relating to the employment of the City Manager by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties, by mutual written agreement, may amend any provision of this Agreement during the term of this Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the City and the City Manager as well as the City Manager's heirs, beneficiaries, and personal representatives.

C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

EXECUTED by the duly authorized representatives of the parties on the day and year first stated above.

CITY OF ABILENE, KANSAS

By: ______________________
Brandon Rein, Mayor

RONALD MARSH

____
Ronald Marsh

ATTEST:

By: Penny Soukup, CMC
Penny Soukup, City Clerk, CMC

The city manager's employment contract anticipates an annual performance review. Section 11 of the Agreement anticipates that the evaluation criteria and format will be established by the city commission in consultation with the city manager and communicated to the city manager in writing at the outset of the evaluation period. Last year, we used the attached evaluation form.

I recommend that we continue to use this form. Upon reaching a consensus on the evaluation form, we must also reach a consensus on the evaluation timeline. Two potential options are detailed below.

While filling out the evaluation, I highly recommend reading the attached ICMA handbook on Manager Evaluations, the city manager's contract, the job description, and the review you completed last year.

Finally, take special care when filling out the "SMART" goals section of the form. One thing we have failed to do as a commission is to reach a consensus on our strategic plans, goals, and priorities. I would say these have been implied by the commission's actions in recent years, but we haven't had a specific discussion on this topic. My suggestion is that we use these "SMART" goals as a starting point for discussion and then, in late January or February, have a commission retreat dedicated to prioritizing our goals (Note: the newly elected commissioner(s) will also fill out these goals). Then, these goals will be critical references in evaluating the city manager's performance."

If the commission comes to a consensus on Nov 13th, this is my proposed timeline for the evaluation:

1. November 13th consensus on performance review format (during an open meeting).
2. Evaluation forms are due to me by November 17th
3. I'll summarize the evaluations and provide that summary to Ron on November 20th
4. The commission goes through the review with Ron in an executive session on November 27th
5. Make any adjustments to Ron's contract during the open meeting on November 27th
6. Follow up on any other performance review items during the December 11th meeting.

An alternative timeline could be:

1. November 13th consensus on performance review format (during an open meeting).
2. Evaluation forms are due to me by November 21st
3. I'll summarize the evaluations and email the summary to the commission on November 22nd
4. The commission discusses the summary during the executive session on November 27th and comes to a consensus on the summary that will be delivered to Ron.
5. Provide that summary to Ron on November 28th
6. The commission goes through the review with Ron in an executive session on December 11th
7. Make any adjustments to Ron's contract during the open meeting on December 11th

The critical difference between these timelines is whether the commission wants me to handle the summary alone or if we want to reach a consensus on the summary before we deliver it to Ron. I'm open to suggestions if there's a better option.

CITY OF ABILENE
CITY MANAGER

JOB DESCRIPTION

Under the direction of the city commission, the city manager is responsible for day-to-day administration and operations of the city. The individual in this position coordinates and has oversight of all city departments. The manager is responsible for implementation and administration of all laws, ordinances and policies established by the city commission. The manager will have substantial and frequent interaction with the city commission, other governmental agencies, various boards and committees and general public.

GENERAL RESPONSIBILITIES

1. The manager is responsible for the administration of all affairs of the city.

2. The city manager appoints all department directors and employees of the city. Administers the promotion, transfer, and removal of employees as necessary. Supervises all department offices and agencies of city, except as otherwise provided by law or ordinance. Responsible for the discipline of all employees. The manager may without notice cause the affairs of any department or the conduct of any officer or employee to be examined.

3. The city manager is responsible for administration of personnel policies and pay classification plan.

4. The city manager assures that the city commission is fully advised concerning the financial status of the city. Prepares and submits annual budget and capital program to city commission.

5. The manager assists the city commission in identifying future needs for city services. Prepares long range plans, master plans, goals, and objectives, and develops financial plans to meet city needs, and to provide for expansion of the city facilities and programs as deemed necessary by city commission.

6. Assures that laws and statutes of Kansas, city ordinances, city policies, and programs adopted by city commission are faithfully executed or enforced.

7. Responsible for ensuring the direction of work and budget, and performance evaluations of each department

8. The city manager may make recommendations to the commission on all matters concerning the welfare of the city, and shall have a seat, but no vote, in all public meetings of the governing body.

9. The city manager coordinates the activities of city departments to accomplish the mandates of city ordinances, the actions of the city commission and those required effectively and economically by law so that the most effective degree of unified action may be attained.

10. Proposes changes to policies, ordinances, and other regulatory constraints which will facilitate or improve the operation or management of the city.

11. Assures quality services to the residents by responding to citizen inquiries; meets with citizens as necessary; and interprets community feelings as they affect the city and city commission.

12. Ensures direction, control, and measurement of results necessary to achieve planned growth, while maintaining an efficient balance between quality of life and cost of city government.

13. The city manager meets with state and federal administrative officials and legislators to present the city's viewpoint on pending administrative or legislative actions. Provides information to the community and civic groups to further understanding between the city administration and the public.

14. Ensures that the City of Abilene maintains a position of leadership through the effectiveness of its city government by keeping abreast of trends and developments in city management, and aggressively pursuing the development and future needs of the public.

15. The city manager will maintain knowledge of trends and practices in the profession through professional development opportunities.

17. The city manager shall perform other duties as may be required by law or ordinance.

DESIRABLE KNOWLEDGE, ABILITIES AND SKILLS.

1. Strong interpersonal skills in order to lead the employees and support the city commission.

2. Ability to communicate with a variety of people in a clear, concise, and diplomatic fashion. Must have vision and team building skills to work with staff along with knowledge and expertise to advise and carry out city commission policy.

3. Ability to plan for the financial strength of the city through the development of programs for generating income, controlling expenses and efficient utilization of resources.

4. Ability to develop and recommend goals and objectives, to plan for needs and improvements in city administration, integrate department programs, effectively lead and coordinate activities of the staff, and evaluate accomplishments and recommend improvements.

5. Knowledge of the organization and programs of municipal government.

6. Knowledge of the latest best practices of management, including program planning, direction, coordination, and evaluation.

7. Ability to present ideas and data clearly and concisely, both orally and in writing.

8. Ability to exercise keen judgment, imagination, and foresight in making administrative and management decisions.

9. Knowledge of personnel management and Kansas Statutes and laws.

REQUIREMENTS

A bachelor's degree in public administration or closely related field, plus a minimum of five years progressive municipal management experience that includes financial planning, utilities operations and intergovernmental relations is required. A master's degree is desirable.

Manager Evaluations
HANDBOOK

ICMA

ICMA

Leaders at the Core of Better Communities

ICMA advances professional local government worldwide. Its mission is to create excellence in local governance by developing and advancing professional management of local government. ICMA, the International City/County Management Association, provides member support; publications, data, and information; peer and results-oriented assistance; and training and professional development to more than 9,000 city, town, and county experts and other individuals and organizations throughout the world. The management decisions made by ICMA's members affect 185 million individuals living in thousands of communities, from small villages and towns to large metropolitan areas.

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Contents

Definition of Terms

- The term *local government*, as used in this handbook, refers to a town, village, borough, township, city, county, or a legally constituted elected body of governments.
- The term *manager* refers to the chief executive officer (CEO) or chief administrative officer (CAO) of any local government who has been appointed by its elected body to oversee day-to-day operations.
- The terms *elected officials*, *elected body*, and *board* refer to any council, commission, or other locally elected body, including assemblies, boards of trustees, boards of selectmen, boards of supervisors, boards of directors, and so on.
- The term *manager evaluation* refers to the appraisal or assessment conducted by the elected body of the manager's performance in achieving organizational goals and implementing policy.

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Preface

The evaluation of the manager is a key component of any well-run local government, yet the value of a quality evaluation process and the responsibility for that activity is often overlooked. Even in communities that are considered to be professionally governed, the performance evaluation of the local government manager can be an afterthought. The 2012–2013 Executive Board of the International City/County Management Association (ICMA), led by President Bonnie Svrcek, acknowledged the need for local government managers and their elected bodies to put more focus on the manager evaluation process. Accordingly, it created a task force of managers from around the United States, representing over a dozen communities, to develop a *Manager Evaluations Handbook* that would assist managers and their boards in this critical task.

Managers are encouraged to review this handbook with an eye toward working with their elected bodies to develop formal, mutually agreed-upon processes for their own evaluations. This handbook, however, is also intended to highlight the value of a formal manager evaluation process and to assist local elected officials in the design of an effective evaluation tool.

Executive Summary

The periodic evaluation of the local government manager by the elected body is an important component of a high-performance organization. The evaluation should contain performance goals, objectives, and targets that are linked to the elected body's established strategic plans, goals, and priorities, and it should focus on the manager's degree of progress toward organizational outcomes. To be fair, it must be based on criteria that have been communicated to the manager in advance. Sample or generic evaluation forms, if used, should be customized to reflect these criteria.

The purpose of the evaluation process is to increase communication between the members of the elected body and the manager concerning the manager's performance in the accomplishment of assigned duties and responsibilities, and the establishment of specific work-related goals and objectives for the coming year. Thus, all members of the elected body should participate in the process, both by individually completing the rating instrument and by discussing their ratings with the other board members in order to arrive at a consensus about performance expectations.

There is no one correct way to conduct a manager evaluation. The key is to ensure that the evaluation takes place in a regular, mutually agreed-upon manner and is viewed by all as an opportunity for communication between the elected officials and the manager.

It may be useful, particularly if the members of the elected body are inexperienced in the performance evaluation process, to use a consultant to help the elected body prepare for and conduct the manager's evaluation.

Successful Evaluation Tips[1]

Performance evaluations will allow you to

A. Recognize the accomplishments of the manager and show appreciation for the unique contributions to the organization
B. Clearly identify areas where the manager is doing well
C. Clearly identify areas where the manager can improve his or her performance
D. Specify definite actions that will allow the manager to make additional value-added contributions to the organization in the future.
E. Obtain the manager's own opinions on progress and his or her individual contribution to collective actions and achievements.

Discussing tasks that the manager performs well

- Gives the manager insight into self-awareness, interests, and motivation
- Gives the manager recognition and appreciation for achievements
- Creates a positive climate for the remainder of the review.

Reminders:

- Listen intently.
- Reinforce the manager's performance.
- Emphasize facts; provide concrete examples and specific descriptions of actions, work, and results.
- Give only positive feedback during this part of the evaluation.
- Acknowledge improvements that the manager has made.
- Praise efforts if the manager has worked hard on something but failed because of circumstances beyond his or her control.
- Describe performance that you would like to see continued.

Discussing areas that need improvement

- Gives insight into how the manager feels about change, improvement for growth
- Allows you to express any concerns you have about the manager's overall performance and performance in specific areas
- Lets you challenge the manager to higher levels of achievement.

Reminders:

- Keep the discussion focused on performance.
- Describe actions and results that do not meet expectations.
- Describe areas where the manager can make a greater contribution.
- Describe any situation or performance observed that needs to be changed; be specific.
- Tell the manager what needs to be done if a specific change of behavior needs to take place.
- Focus on learning from the past and making plans for the future.
- Keep this part of the discussion as positive and encouraging as possible.

Do's and Don'ts

DO:

- Spend a few minutes warming up in which the agenda is laid out so everyone is reminded about what to expect. Give an overview.
- Always start with the positives. Be specific.
- Explain the ratings in all areas: Talk about how the consensus was arrived.
- Be honest. Tell it like it is.
- Be a coach, not a judge. Managing employees is a lot like being an athletic coach. Effective coaching involves a lot more than just score keeping. Simply providing the score at the end of the game doesn't improve performance.
- Discuss with the manager his or her reactions to the ratings, making clear that you are interested in his or her feelings and thoughts.
- If appropriate, develop an improvement plan that includes areas of deficiency, developmental needs.

DON'T:

- Rate the manager without the facts. Ratings should be on actual results.
- Be too general.
- Sidestep problems. Document performance problems and clearly identify what needs improvement.
- Be vague or generalize the reasons for the performance scores. Clear and specific examples of results should be available.
- Ambush the manager by identifying deficiencies or problems that have never been addressed in informal discussions prior to the formal evaluation.
- Minimize the manager's concerns or discount his or her feelings.

Introduction

There is some irony in the fact that managers' evaluations are often less formal and less structured than those of the managers' employees. While the manager may oversee the evaluation of hundreds of employees within an organization, his or her own performance evaluation becomes the task of elected leaders who are often not formally trained in the evaluation process or who have narrow or conflicting definitions of good performance. The fact that an elected body with numerous members is charged with the task of evaluating the manager makes the need for a clear and agreed-upon evaluation process even more important. And a thoughtful and structured evaluation process that is supported by all involved parties enhances the ongoing communication that is fundamental to effective board/manager relationships.

A manager's evaluation should contain performance goals, objectives, and targets that are linked to the elected body's established strategic plans, goals, and priorities and should focus on whether the manager has achieved the desired organizational outcomes.

Sometimes the tone of a performance review can be unduly influenced by the manager's last success or failure. Judging performance on the basis of a single incident or behavior is a common problem that can arise in any organization. But a single incident or behavior should not be the sole focus of a performance evaluation. That is not to discount the importance of how a manager handles high-stress, higher-profile issues, which is an important aspect of a manager's responsibility. However, day-to-day leadership, which is also a key responsibility of the manager, can sometimes go unnoticed even though it provides the foundation in which high-stress, high-profile issues are handled.

ICMA has developed a list of 18 Practices for Effective Local Government Management that is recommended to members who are considering their own professional development needs and activities. The core areas represent much of what local government managers are responsible for on an everyday basis, and competency by the manager in these practices is central to an effective, high-performing, professionally managed local government. It is therefore the recommendation of ICMA's Task Force on Manager Evaluations that competency in the ICMA Practices also be considered in the manager's performance evaluation.

There is no one way, let alone one single correct way, to conduct an effective manager evaluation. This *Manager Evaluations Handbook* will present traditional evaluation approaches that have proven to be successful, along with some alternative methods that may be good for your local government. Again, the key is to ensure that the evaluation takes place in a regular, mutually agreed-upon manner and is viewed by all as an opportunity for communication between the elected officials and the manager.

The Purpose of Manager Evaluations

High-performance local governments embrace an ethos of continual improvement. Conducting regular appraisals of the manager's work performance is part of the continual improvement process.

The purpose of the evaluation process is to increase communication between the members of the elected body and the manager concerning the manager's performance in the accomplishment of his or her assigned duties and responsibilities and the establishment of specific work-related goals, objectives, and performance measures for the coming year. The evaluation process provides an opportunity for the elected body to have an honest dialogue with the manager about its expectations, to assess what is being accomplished, to recognize the manager's achievements and contributions, to identify where there may be performance gaps, to develop standards to measure future performance, and to identify the resources and actions necessary to achieve the agreed-upon standards. Keeping the focus on "big picture" strategic goals and behaviors rather than on minor issues or one-time mistakes/complaints leads to better outcomes.

Given that good relationships promote candor and constructive planning, the performance appraisal also provides a forum for both parties to discuss and strengthen the elected body–manager relationship, ensuring better alignment of goals while reducing misunderstandings and surprises. When elected bodies conduct regular performance appraisals of the manager, they are more likely to achieve their community's goals and objectives.

Basic Process

Ideally, the performance appraisal process for a manager is the natural continuation of the hiring process.

How to Initiate

Prior to the recruitment of candidates, the elected body typically develops the goals and objectives for the position of manager. Then, during the selection process, the candidate and the hiring body meet to discuss these items along with the long- and short-term needs and issues of the community. Through these conversations, the basic tenets of the manager's performance evaluation are identified. At this point, the performance appraisal process just needs to be formalized. When the employment offer has been accepted, the employment agreement should include the requirement and schedule for the manager's evaluation.

(Excellent tools for preparing the employment agreement are contained in the ICMA Recruitment Guidelines for Selecting a Local Government Administrator and the ICMA Model Employment Agreement.)

The employment agreement should stipulate that the performance evaluation will be a written document and that all parties will meet to discuss the contents in person. It should also identify the frequency with which evaluations will take place (e.g., annually, semi-annually). By including this information in the employment agreement, the hiring body ensures that communications between the manager and the elected body will be consistently scheduled, and that initiatives and objectives can be reviewed and updated on a regular basis.

It is especially critical for the elected body to come to consensus on the initial expectations of the newly hired manager so that priorities can be assigned and progress measured. Those issues that were important during the hiring process will logically factor into the initial evaluation process. Then, in the succeeding years, the document can be revised to reflect the latest accomplishments and newest challenges.

Of course, priorities may shift during the year. If that happens, make it clear to the manager that new or changed priorities are being added into the evaluation process.

If, with the passage of time, elections have taken place and the board that is conducting the evaluation is not the same board that did the hiring, it is important that the newly elected officials immediately be introduced to the established performance goals, measures, and evaluation process. This can be done as part of the orientation process for new board members, included in the discussion of the form of government and the role of the manager. If a new member has no experience in conducting performance evaluations, he or she will need to receive training before participating in this process.

If performance evaluations were not discussed during the hiring process, either the manager or the elected body may request that an evaluation process be instituted, and the specifics for conducting the evaluation can then be agreed upon outside of the provisions of the employment agreement. If the request is made by the elected body, it is important to emphasize that the purpose of the evaluation process is to serve as a tool for organizational improvement, not as a means of punishing the manager or setting the stage for termination. While elected officials, especially those newly elected, may sometimes wish for a change in management, the performance evaluation process should not be used to effect such a change.

How to Proceed

A number of issues should be considered when preparing for the evaluation process, including how to develop the rating instrument (and whether to use an outside consultant), how to use the rating instrument, and whether the evaluation should be conducted in private or in public.

Developing the Rating Instrument

Unlike most employee performance evaluations, in which the employee is evaluated by a single executive or supervisor, the manager's evaluation is conducted by a group of individuals acting as a body. As each elected official likely has different expectations, the board members must first come to a consensus on measures and definitions to be used.

Using a consultant. If the members of the elected body are inexperienced in the performance evaluation process, it might be helpful at this point to use an independent consultant to assist in preparing for and conducting the manager's evaluation. A consultant could be used in a variety of ways.

When designing the evaluation instrument, a consultant should solicit each elected official's full participation by asking for examples and details for each rating category. Whether this is accomplished by interviewing each official individually or by facilitating a group session, it is important to ensure that all voices are heard. Use of an independent consultant is especially helpful if there is a lack of cohesion among elected officials.

Once the consultant has collected the information, the elected body and manager should meet in person to discuss the findings. It is recommended that the in-person conversation with the manager to review the evaluation be conducted by the elected body with the assistance of the consultant but not by the consultant alone.

If funds are limited, a consultant could be used in a limited engagement to prepare an evaluation system and then train the elected officials on how to conduct an evaluation, which the officials may manage themselves after the first year.

If the elected body decides to use a consultant, the Society for Human Resource Management (SHRM) may be a source of referrals, as may be state municipal leagues or the local government's regular employment consulting firms. If a recruiter was used to assist with the hiring process, the recruiter's agreement could be extended to include the setup of the initial evaluation process.

It is recommended that the evaluation process NOT be facilitated by the local government's corporation counsel, municipal clerk, or human resources director because these individuals are not independent parties. In almost all cases, their positions have either a reporting or a cooperating relationship with the manager, so involving them in the manager's evaluation may damage relationships that are necessary for the effective and efficient operation of the local government

Proceeding without a consultant. If a consultant is not used to facilitate the development of the evaluation instrument, the elected body may wish to begin by reviewing the format and process used for the other local government employees and considering the same or a revised method. It is important to understand, however, that a manager is evaluated in additional ways. Because of this key difference, flexibility is needed to add any necessary components intended to assess varied goals and objectives and to facilitate a dialogue between the elected body and the manager.

To be fair, the evaluation must be outcome based, using criteria that have been previously communicated to the manager and that incorporate the elected body's priorities. The use of a prefabricated generic evaluation form (even the sample forms found at the end of this handbook) is not recommended without some customization to reflect these priorities.

Measure observable behaviors and progress toward goals

The manager's job is to achieve the organization's goals and implement the policies that have been determined by the elected body. Evaluating the manager's effectiveness in achieving the goals necessarily means that the elected body must have determined and communicated the goals to the manager in advance, ideally through a strategic planning process.

The manager's success in achieving the goals set by the elected body is related to his or her competencies and behaviors with respect to the specific functions identified as the responsibility of the manager. Defining the strengths of the manager and identifying areas for improvement are part of the evaluation process. ICMA has a list of 18 core areas critical for effective local government management. While this list, the ICMA Practices for Effective Local Government Management, was developed for the purpose of ICMA's Voluntary Credentialing professional development program, the elected body might find it helpful for identifying the specific observable behaviors to be used in the manager evaluation. It is suggested that the elected body select what it believes to be the most important areas for achieving its goals and evaluate the manager's performance in these areas. The ICMA Practices are as follows (click here for descriptions):

1. Staff effectiveness
2. Policy facilitation
3. Functional and operational expertise and planning
4. Citizen service
5. Performance measurement/management and quality assurance
6. Initiative, risk taking, vision, creativity, and innovation
7. Technological literacy
8. Democratic advocacy and citizen participation
9. Diversity
10. Budgeting
11. Financial analysis
12. Human resources management
13. Strategic planning
14. Advocacy and interpersonal communication
15. Presentation skills
16. Media relations
17. Integrity[2]
18. Personal development

The members of the board must be in agreement about their expectations of the manager. Furthermore, both the manager and the board must understand what the expectations are.

The performance criteria established by the board for each of the prioritized functional areas need to be specific and observable by the members of the elected body. If the criteria are quantifiable, they should be expressed in objective, measurable terms. For example, the manager saved 10% on the new project. If the criteria are qualitative and subjective, they can be expressed in terms of the desired outcome. For example, members of the community and employees frequently commented on the manager's fairness during this evaluation period.

Using the Rating Instrument

The usefulness of any performance evaluation depends almost entirely upon the understanding, impartiality, and objectivity with which the ratings are made. In order to obtain a clear, fair, and accurate rating, an evaluator must clearly differentiate between the personality and performance of the manager being rated, making an objective and unbiased assessment on the basis of performance alone. Fairness requires the ability to identify both the strengths and weaknesses of the manager's performance and to explain these constructively to the manager.

When an evaluation is completed by a group of people, it is important that it reflect the consensus opinion of all members. All members of the elected body should participate in the manager evaluation process in order to arrive at a consensus. This consensus can be accomplished by having each member individually rate the manager, followed by a group discussion to arrive at a final consensus rating for each measure. Alternatively, if consensus cannot be reached, each member can individually complete the rating form, and then one member (or the consultant, if one is used) can collect the forms and compile the results and comments into one document, followed by group discussion. It is important that each member's ratings, whether positive or negative, be backed up with specific comments and examples so that the whole group understands the reasoning behind them.

If individual comments—those that do not necessarily represent the sentiments of the elected body as a whole—are to be included in the final document that will be discussed with the manager, the board should decide in advance whether those comments will be anonymous or attributed to the individuals making them.

It is important to keep in mind that performance evaluation is just one part of the communication toolbox between the manager and elected officials. It is intended to enhance that communication, not to result in a periodic written "report card" that is an end in itself. In addition, nothing in the evaluation ought ever to be a surprise. Ongoing conversations should be held throughout the year (assuming that the evaluation is done annually) to help the manager understand if he or she is on course or if any midseason corrections are necessary. Ideally, the items in the evaluation will have already been touched on in these conversations, so the evaluation will serve as a written summary of them.

Public versus private evaluations

When deciding whether to conduct the evaluation process in a public or an executive/closed session, the elected officials, manager, and legal counsel should review state law. When possible, it is recommended that the performance evaluation process occur in executive/closed session between the elected body and manager; however, many states have specific regulations about whether and when the public may be excluded from attending a meeting involving the elected body or from having access to certain records involving a public employee. Such "sunshine" laws were first created to increase public disclosure by governmental agencies. The purpose is to promote accountability and transparency by allowing the public to see how decisions are made and how money is allocated.

While all states have such laws, the exact provisions of those laws vary. For example, specific legislation may require that all government meetings be open to the public or that written records be released upon request. In many states, all local government records are available for review by the public, including evaluation documents and notes, unless they are specifically exempted or prohibited from disclosure by state statutes.

Regardless of whether the evaluation is conducted in a public or an executive/closed session, each state's statute will dictate certain procedures for meeting notification, recording of minutes, and disclosure of decisions made. These procedures should be reviewed by the elected officials, manager, and legal counsel and followed throughout the evaluation process.

However, all final decisions or actions related to the manager's performance (e.g., employment agreement changes, compensation) should be made in a public setting.

Frequency and Timing of Manager Evaluations

As previously noted, the manager evaluation process, including the frequency and timing of the evaluations, will ideally have been discussed as part of the employ-

Benefits of executive session/closed meeting to evaluate manager's performance

- Provides a venue for handling issues that are best discussed in private, and ensures confidentiality until a decision is made regarding the manager's performance
- Provides a forum that is not unduly influenced by outside sources
- Promotes a free-flowing discussion of comments by the elected body and manager
- Ensures the respect and privacy of personnel dealings between the elected body and manager
- Improves communication between the elected body and the manager
- Reduces opportunity to politicize the performance evaluation process
- Provides a forum for the elected body and the manager to talk openly about topics that warrant special attention, such as succession planning, senior staff performance, and executive compensation
- Enables elected officials to challenge the manager without fear of undermining his or her authority in the community

Benefits of an open session/meeting to evaluate manager's performance

- Can build transparency and trust by enabling members of the public to view the process
- Can reduce claims of inappropriate agreements and "secrets"
- Can improve elected body, manager, and citizen relationships

Benefits of providing a public summary once the process is completed

- Lets the public know how the elected body evaluates and views the manager
- Ensures transparency and public accountability
- Promotes the embodiment of ICMA's commitment to openness in government
- Provides the organization with another opportunity to earn the public's trust

ment agreement at the time of the manager's hiring. It is recommended that the initial formal evaluation not take place until the elected officials and the manager have worked together for a year; however, short, less formal evaluations are recommended on a quarterly basis. After that, at least one formal evaluation (still with quarterly informal evaluations) should be conducted per year, as longer intervals create a higher likelihood of miscommunication and surprises.

It is further recommended that the formal evaluation be scheduled during the least busy time of year for both the manager and the elected officials, avoiding both the budget preparation season (particularly if the manager's compensation is tied to the evaluation) and the election season (lest the manager's evaluation become an election issue). The scheduling should also allow adequate time for newly elected members of the board to become familiar with the manager's performance.

Relationship of Evaluation to Compensation

The primary purposes of a manager's performance evaluation are

1. To provide a tool for communication between the elected body and the manager
2. To provide an opportunity for the elected body to specifically indicate levels of satisfaction with the manager on mutually identified and defined performance priorities
3. To provide an opportunity for the manager to learn and improve
4. To allow for fair and equitable compensation adjustments based on a review of performance in achieving mutually identified priorities and on the elected body's level of satisfaction with the manager's overall performance.

Performance evaluations that are tied directly to compensation decisions are often distorted by those decisions and therefore result in less-than-honest communication between the elected body and the manager. This happens primarily because

1. Elected officials wishing to offer upward compensation adjustments may feel obliged to embellish the evaluation in a positive manner to justify the compensation decision to the public.
2. Elected officials not wishing to adjust compensation may feel obligated to justify their decision with negative comments about performance matters that actually are not a major concern to them.
3. The manager may be reluctant to seek full clarification on issues raised in the evaluation for fear it could result in a reconsideration of the compensation decision.

To avoid these distortions in communication, a balanced evaluation is necessary. That is, the evaluation should provide the opportunity for open communication and at the same time be used for compensation decisions related to identified performance achievement and corrective actions by the manager. To this end, a balanced evaluation would

1. Establish a clear set of performance expectations prior to the evaluation period.
2. Include a midterm evaluation without any consideration of compensation in order to focus on clarity of communication and performance to date. This evaluation would allow the manager to take steps to address areas of performance that were of concern to the elected body; it would also help to eliminate misunderstandings and miscommunication between the elected body and manager.
3. Use a full-term evaluation to evaluate the level of performance satisfaction for the entire performance period and thus provide the basis for a fair and equitable compensation decision.

Often, factors other than the performance evaluation form the basis of compensation decisions. These nonperformance considerations include

1. The economic climate of the community and region
2. The general status of compensation decisions in the private sector of the community
3. The compensation decisions for other employees of the local government
4. A general review of the competitive position of the local government in the local government's market area
5. A comparative salary review.

In summary, the performance evaluation of a professional manager can provide input into compensation decisions by the local elected body. However, the communication value of an evaluation is best served by a periodic evaluation not directly tied to compensation.

The Evaluation Results

The evaluation serves as the written, formal record of the conversation between the manager and elected body and consists of two important sections. The first section is the elected body's appraisal of the manager's performance with respect to the previously agreed-upon goals for the period under review as well as the general performance of the organization. The second section contains an agreed-upon list of the goals to be accomplished during the next appraisal period as well as any specific performance areas identified for improvement.

What Others Are Doing: Survey Results

In developing this handbook, the task force surveyed a sample of local government managers within the United States to obtain information on current evaluation practices. The key findings of the survey suggest that the evaluation process is a problem for a sizeable number of managers. Fortunately, though, most respondents did not report problems with their evaluations and took the time to comment on key aspects of successful appraisals. These comments provide clues to the common pitfalls related to the evaluation process and, more importantly, suggestions for improving the process. This section of the handbook describes these survey findings.

The most common challenges managers and elected bodies face with the evaluation process revolve around four general areas: failure to undertake evaluations, lack of a credible appraisal process, lack of knowledge of the council-manager form of government, and lack of communication. Each of these topics is briefly discussed below.

Failure to Undertake Evaluations

Employee appraisals are a standard feature of most workplaces. They serve as a means of enhancing employee performance as well as the overall effectiveness of the organization. Indeed, employee appraisals serve similar purposes as performance measures of programs and services. In both cases, we seek to identify opportunities for continual improvement. Yet people avoid completing performance appraisals, most likely because properly completed appraisals require time and effort. Other reasons for avoidance may include fear of criticism or the underlying stress associated with the appraisal process. Neglecting to undertake regular performance appraisals, however, can lead to underachievement. Worse yet, failing to complete appraisals on a regular basis can lead to unfounded assumptions that all is well when it is not. It is therefore important to establish a regular pattern of appraisals.

The survey responses identified two methods to help ensure that appraisals are conducted on a regular basis. The most common method is to place a requirement for an annual evaluation within the employment contract. The requirement should also specify a time of year—often a time that is less busy than others. The other method is to establish an appraisal time at a regularly scheduled annual meeting, such as a board retreat. But while this method achieves the goal of a scheduled appraisal, it is a less satisfactory approach because it may easily dilute the focus necessary for a good appraisal.

Lack of a Credible Evaluation Process

Another common challenge that survey respondents noted is the lack of a credible evaluation process. Problems include lack of structure, little to no preparation, and limited understanding of appraisals, both purpose and process. Process issues may be addressed through formal training of both the manager and council. Training can be accomplished through work sessions with human resource professionals. Another approach is to team up with CEOs and board members of locally-based institutions that have the same challenge and jointly sponsor training programs. Although not as effective as training, the use of standard evaluation forms, customized to a community's goals, is another way of ensuring a more structured process. Lastly, most managers who are satisfied with their appraisal processes noted that one member of the elected body, typically the mayor, provided active oversight of the process and kept discussions on point and on track.

Lack of Knowledge of the Council-Manager Form of Government

Lack of knowledge about the community's form of government and/or the day-to-day work of the manager is another factor that was cited as hindering quality appraisals. In this case, providing information as early as possible to newly elected officials about the form of government is recommended. This can include meeting with those officials and discussing the manager's duties and responsibilities as well as taking them on field visits. Another approach is to partner with the statewide municipal league and/or municipal clerks association to provide seminars on the form of government. Managers can also use opportunities such as community functions to inform the general public about its form of government. Some jurisdictions use the "policy governance" model, whereby the explicit roles of the manager, elected body, and other key staff such as attorney are clearly defined and documented. Removing misunderstandings and filling informational voids about the form of government can greatly improve appraisals because such efforts clarify the duties and responsibilities of both the manager and the board.

Lack of Communication

Perhaps the most important ingredient for successful appraisals is effective means of communications between manager and elected officials. As in any human relationship, effective communication is key to understanding and removing faulty assumptions. Achieving superior levels of communication requires active listening and regularity. And the benefits of such attention are high. For instance, survey respondents noting the most satisfaction with the appraisal process use a wide variety of means to regularly communicate with their elected bodies. They meet with elected officials on an individual basis and talked with them regularly via telephone. These same managers provide regular written and verbal reports, typically at each board meeting, that discuss the progress on council goals and objectives, strategic plans, and prior evaluation topics, as well as on operational and special topic issues. More detailed reports are provided on a quarterly basis. In addition, many managers meet with their elected bodies more than once a year with a single-issue focus to discuss progress, redefinition, and resourcing of established goals and objectives, strategic plans and efforts, etc. These additional meetings provide time to focus on progress and reduce the probability of end-of-year surprises.

Creating an effective organization takes time and effort. It also requires regular evaluation of services and operations. Evaluating employee performance, especially the manager's, is a vital element of successful organizations. Objective appraisals can be achieved with an accurate understanding of the manager's and elected officials' duties and responsibilities. Communicating regularly and effectively through a variety of means is a vital element of successful organizations and employee appraisals.[3]

Supplemental Approaches

The basic process for evaluations may be supplemented or expanded by using other tools, such as self-evaluations, periodic check-ins, 360-degree assessments, and conversation evaluations.

Self-Evaluations

It is recommended that a self-evaluation component be included in whatever type of evaluation is used. The purpose of a self-evaluation is for the manager to reflect upon his or her level of performance in achieving the organizational objectives, including both internal and external accomplishments and challenges in handling specific tasks and taking organizational direction. In a public setting, process and perception can be as important as outcomes, and managers should include all three in a self-evaluation. Thus, a manager's self-evaluation should make clear to elected officials the process by which the manager pursued individual goals, and the perceptions of both the manager and stakeholders of the manager's success or failure in meeting those goals. A manager's self-evaluation should be customized to the needs of each governmental entity.

Periodic Check-ins

There is a management philosophy that says there should be no surprises during an evaluation. Managers should be continually evaluating, assessing, measuring, and communicating with employees. Providing this type of continuous evaluation is a greater challenge, however, for elected boards because it requires the participation of all board members—since the manager reports to a group and not a single individual supervisor. If a process is in place for formal evaluations of the manager, such evaluations likely occur just once per year. The annual evaluation can be a stressful time for all involved, and it can also be a challenge to remember all that has occurred over the past year. Moreover, it is easy for annual assessments to skew toward recent events, challenges, and successes while deemphasizing activities that occurred nine or ten months ago. In reality, an elected body's perception of a manager's job performance is often viewed through lenses crafted by the "crisis of the day" or by how smoothly the last board meeting went. A more workable alternative is periodic check-ins.

Periodic check-ins, such as once per quarter, can help reduce the stress and minimize the surprises that can come when a manager's performance is evaluated only annually. A periodic review of a manager's work plan can help remind the elected body of the manager's long-term goals (as set by the organization) so that both parties can evaluate the manager's progress toward meeting those agreed-upon goals. If progress on the work plan has slowed down or other challenges have arisen along the way, a quarterly check-in offers the manager an opportunity to self-reflect on his or her performance as well as a forum to explain delays. It can also provide the manager the opportunity to remind the board of the 18 core areas noted in the ICMA Practices for Effective Local Government Management that are critical and are part of operating effectively on a day-to-day basis.

A periodic check-in on the manager's work plan is also important when faces on the elected board change, such as after an election, resignation, or reassignment of committees. By apprising the new board members of the manager's work plan, the manager is making certain that the new officials understand and are supportive of the projects or goals that he or she is working on.

360-Degree Assessments

Another form of appraisal process is the 360-degree assessment, which is sometimes referred to as a "self-development" tool. Generally speaking, the 360-degree assessment consists of an employee obtaining feedback from supervisors, subordinates, and peers. In this case, the manager completes a self-evaluation as well, with a sample of the workforce providing the subordinate feedback. In some instances, feedback is also obtained from those outside the organization, such as citizens who have frequently worked with the manager and use the jurisdiction's services regularly.

Some jurisdictions include the 360-degree assessment as part of the manager's appraisal process. The ICMA Voluntary Credentialing Program also uses this method as part of maintaining the credential; however, ICMA's assessments ask only behavioral questions. They do not cover progress toward organizational goals.

In most cases a 360-degree assessment is conducted digitally via the Internet. Raters are provided evaluation forms that are returned to an independent third party via the Internet in order to ensure anonymity and confidentiality.

One of the chief benefits of the 360-degree assessment process is that it provides feedback on competencies that are not regularly seen and therefore are not discussed in the typical performance appraisals. For instance, line staff will see behaviors that elected officials do not see and vice versa. Thus, a manager's performance may be improved because it is evaluated from several different perspectives. However, if the 360-degree assessment is used as part of the appraisal process, caution should be taken so that the evaluation doesn't become a measure of the manager's popularity with staff or the public. The manager works for the elected officials and should be evaluated by them on the basis of their stated expectations.

Conversation Evaluation System[4]

This version of an evaluation is a conversational session between the manager and the elected officials. For situations where there is tension among the elected officials or between the manager and the elected body, a facilitator can be used.

Step #1: Create Factors

The elected officials divide themselves into subgroups—normally an equal number of officials in each. The number of groups should be small, so for a board with 7 members, there would be a group of 3 people and a group of 4 people. With larger boards—say a county board with 20 people—there might be more groups. Where the situation involves a mayor and other elected officials, the mayor can move between the two groups or can be part of one group. The manager makes up his or her own group.

The elected official groups are given a single question that they can respond to with a number of factors: "What should members of the elected body expect of the manager?" The groups place their answers on a flipchart page. The manager also gets a question: "What do you think the elected body ought to expect of the manager?," to which he or she can also respond with a number of factors listed on a flipchart page.

Step #2: Reach Consensus on the Factors

The subgroups come back together and discuss each of the factors they listed. They work to combine their lists to arrive at between 10 and 15 factors.

Step #3: Assign Weight Values for the Factors

The group divides again, and the subgroups assign points to each of the factors from Step #2. They are given a total of 300 points and may assign from 10 to 30 points to each factor, but each factor must be given an even number of points. More points are given to those items that are a higher priority.

Step #4: Reach Consensus on Weight Values for the Factors

The subgroups come back together again with the point values they have from their discussions. During this conversation, the entire group tries to come to a consensus on how the point values from Step #3 should be allocated.

Step #5: Assign Rating to Each Factor for the Actual Performance of the Manager

The elected officials distribute points to each of the factors on a 1–5 scale, on which 5 is far exceeds expectations, 4 is exceeds expectations, 3 is achieves expectations, 2 is below expectations, and 1 is far below expectations. For example, a 30-point factor would have the following scale:

30–28	Far exceeds expectations (5)
28–26	Exceeds expectations (4)
26–24	Achieves expectations (3)
24–22	Below expectations (2)
22–20	Far below expectations (1)

These points are totaled, and then added to the points from the section below.

Step #6: Select Goals

The board—collectively and in consultation with the manager—comes up with the list of goals for the manager. Together they then assign another 100 points to the goals for the year. So, for example, 50 points could be assigned to Goal #1, Goal #2 could get 20 points, and Goal #3 could get 20 points, leaving 10 points for Goal #4.

The points from the above 5 steps would be added to the 100 points possible from step number 6 and would be totaled for an overall score using the chart below:

400–360	Far exceeds expectations
359–320	Exceeds expectations
319–280	Meets expectations
279–240	Below expectations
239–200	Far below expectations

In summary, this is a conversational evaluation. The evaluators review the factors each year and everybody owns them. From year to year the factors are revised as necessary to reflect the feelings of the elected body, which can change each year.

Data-gathering/Software Resources

Performance evaluation software can be an effective tool for the elected body to prepare manager evaluations. A wide variety of programs are available, enabling elected bodies to have as much or as little input into the rating categories as they wish. Some programs come with rating categories already provided for a variety of positions, some allow the customer to provide the categories, and some are a hybrid. This flexibility allows the elected officials to create a customized rating tool that works best for them.

Some evaluation software programs allow for multiple raters and some for a single rater. If the program only allows for a single rater, all elected officials convene to discuss each category, agree on the rating, and offer comments, while one elected official enters the rating and comments into the software program. In this case, there needs to be trust among the elected officials that all opinions are being heard and recorded. It is then important that all elected officials review the final draft and offer feedback before it is given to the manager.

If a multiple-rater system is used, elected officials will be completing the evaluation away from the rest of the elected body, so it is recommended that there be group discussion beforehand to ensure consistency in the meaning of the rating categories as in opinions about the manager's performance. The elected officials should also meet after they have entered their ratings because the evaluation *is* a group activity, not a multiple individual activity.

A word of warning regarding the multiple-rater system: It may be difficult to make sure that everyone fully participates in the process. Elected officials won't be informed by each other's comments, and consensus can be hard to achieve. Thus, if some elected officials provide more commentary than others, it could skew the overall evaluation.

Even with the use of performance evaluation software, an in-person conversation between the elected body and the manager is needed to review the evaluation and discuss the results.

As noted above, a wide variety of software programs are available, including

- Online survey tools such as Survey Monkey
- Performance evaluation software (SHRM can recommend)
- NeoGov online performance evaluation module

Conclusion

Communication. That is the essential element to maintaining a good relationship between an elected board and the appointed manager. Communication comes in many forms, but the board's evaluation of the manager is a formalized method of communication that should not be overlooked.

The task force that was formed to develop this handbook compiled and considered the best practices for manager evaluations. The group shared numerous ideas and learned a great deal from each other. The final product demonstrates that just as each manager and board are unique, so too must be the evaluation process for each manager. While there are common methods of evaluation, the tools and methods used to evaluate one manager in one community may not be appropriate for another manager in a neighboring community. To maximize legitimacy and effectiveness and to enhance communication, a manager's evaluation needs to be tailored to the issues and stated goals of the elected body.

That said, the task force also agreed that there are some standard elements—notably, the ICMA Practices for Effective Local Government Management—that would enhance any evaluation. These 18 core competencies are the framework for what a manager does on a day-to-day basis, and they warrant acknowledgment in the evaluation process.

Finally, while this handbook offers a variety of ideas on the manager evaluation process, the most important takeaway is that the evaluation must take place and that the process must be mutually agreed upon. There are many ways to get this done, but the manager and the board both deserve the structured communication that the evaluation provides.

Sample Evaluation Forms for Local Government CAOs

- Sample Appraisal of Performance
- Sample Manager Evaluation Form
- Sample Manager Performance Evaluation
- Sample County Administrator Performance Evaluation

Other Resources

- ICMA Practices for Effective Local Government Management
- Recruitment Guidelines for Selecting a Local Government Administrator
- ICMA Model Employment Agreement
- ICMA Code of Ethics with Guidelines

Notes

1 Adapted from City Manager Performance Review, Successful Evaluation Tips, City of Mountlake Terrace, WA

2 Integrity is not simply concerned with whether the manager's behavior is legal; it also addresses the issue of personal and professional ethics: "Demonstrating fairness, honesty, and ethical and legal awareness in personal and professional relationships and activities." ICMA members agree to abide by the ICMA Code of Ethics.

3 Perkins, Jan. "Case Study: It's (Gulp) Evaluation Time." *PM*, July 2005. http://icma.org/Documents/Document/Document/3602

4 Adapted and used with permission from Lewis Bender, PhD, Professor Emeritus, Southern Illinois University, Edwardsville, lewbender@aol.com

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*Check Detail Register©

Batch: 111323PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
36383	11/13/23	**A.L.E.R.T.**			
E 001-002-530390		POLICE EQUIPMENT	$315.00	19070	RADAR CALIBRATION
		Total	$315.00		
36384	11/13/23	**ABILENE ANIMAL HOSPITAL, PA**			
E 001-002-520920		ANIMAL CARE	$1,582.50	STM 92301	BOARDING FEES (INCLUDING SHAMHART CASE)
		Total	$1,582.50		
36385	11/13/23	**ABILENE REFLECTOR-CHRONICLE**			
E 001-008-520320		PRINTING & ADVERTISI	$57.00	00277457	PUBLISHED NOTICE OF PUBLIC HEARING FOR B2A 23-11 GBHW APT VARIANCES
E 001-011-520910		DUES-SUBSCRIPTIONS-	$60.15	00277751	PUBLISHED ORIDINANCE SUMMARY FOR #23-3437 2018 BUILDING CODES
E 001-001-520320		PRINTING & ADVERTISI	$50.00	300884132	3RD QTR TREASURER REPORT
E 002-024-520320		PRINTING & ADVERTISI	$50.00	300884132	3RD QTR TREASURER REPORT
E 004-043-520320		PRINTING & ADVERTISI	$50.00	300884132	3RD QTR TREASURER REPORT
		Total	$267.15		
36386	11/13/23	**ABILENE RENT-ALL & SALES, INC**			
E 001-004-521060		GASOLINE-OIL-LUBRICA	$43.29	76334	PROPANE
		Total	$43.29		
36387	11/13/23	**ABILENE TERMITE & PEST CO**			
E 003-000-520610		BUILDING MAINTENANC	$1,975.00	10057	RECYCLE - TERMITE PERIMETER TREATMENT
E 001-006-520610		BUILDING MAINTENANC	$295.00	9832	INTERIOR/EXTERIOR PEST CONTROL
		Total	$2,270.00		
36388	11/13/23	**AC WESTSIDE MARKET**			
E 001-001-520800		AWARDS & C0NTRIBUTI	$1,640.00	STM 110623	GIFT CARDS FOR EMPLOYEES
		Total	$1,640.00		
36389	11/13/23	**AHS BOOSTER CLUB**			
E 015-151-520320		PRINTING & ADVERTISI	$100.00	STM 103023	ASH BOOSTER CLUB SPONSOR - AB. PARKS & REC
		Total	$100.00		
36390	11/13/23	**APAC, INC - SHEARS**			
E 014-000-521020		ASPHALT / CRACK SEAL	$409.00	8001864155	ASPHALT FOR STREET REPAIR
		Total	$409.00		
36391	11/13/23	**ARMSCOR CARTRIDGE INC**			
E 001-002-530390		POLICE EQUIPMENT	$599.00	17342	9MM-115GR FMJ & 40 S&W - 180GR FMJ
		Total	$599.00		
36392	11/13/23	**BEEHIVE INDUSTRIES, LLC**			
E 002-022-520705		SOFTWARE SUBSCRIPT	$4,169.00	2734	BEEHIVE LICENSE RENEWAL 12/2023-11/2023
		Total	$4,169.00		
36393	11/13/23	**JEFF WILKENS**			
E 008-000-530365		FRIENDS OF THE PARK	$150.00	2701	METAL EDGING

*Check Detail Register©

Batch: 111323PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
		Total	$150.00		
36394	11/13/23	**BIZ SWAG**			
E 015-153-522880		YOUTH FOOTBALL	$61.50	2456	JR. COWBOY SHIRTS
E 015-153-522500		ADULT SPORTS SUPPLI	$120.00	3473	AVB SHIRTS, CHRISTMAS SIGNS
E 015-153-522900		SPECIAL EVENTS	$120.00	3473	AVB SHIRTS, CHRISTMAS SIGNS
		Total	$301.50		
36395	11/13/23	**BLACKWELL & STRUBLE**			
E 001-012-520110		LEGAL	$250.00	STM 101723	WELSH 23-0205
E 001-012-520110		LEGAL	$250.00	STM 101723	HUNTER 23-0151
E 001-012-520110		LEGAL	$250.00	STM 101723	HARRINGTON 23-0263
E 001-012-520110		LEGAL	$250.00	STM 101723	WANEK 23-0073
E 001-012-520110		LEGAL	$250.00	STM 101723	BARTLEY 23-0053
		Total	$1,250.00		
36396	11/13/23	**BOBCAT OF SALINA**			
E 003-000-520620		EQUIPMENT REP & MAI	$1,187.60	80227	R. CENTER SKID STEER
		Total	$1,187.60		
36397	11/13/23	**BOYD EXCAVATING INC**			
E 002-022-520661		WATER LINE MAINTENA	$2,300.00	5269	MILLER - WATER SERVICE
E 002-022-520665		METERS, RADIOS, PITS,	$500.00	5270	UNLOADING ALTITUDE VALVE VAULT
		Total	$2,800.00		
36398	11/13/23	**CATLETT AUTOMOTIVE INC**			
E 004-042-521060		GASOLINE-OIL-LUBRICA	$14.00	159965	LUBRIPLATE MOTOR ASSEMBLY
E 004-042-521080		TOOLS & MINOR EQUIP	$15.38	159965	FLAP WHEELS
E 001-005-520620		EQUIPMENT REP & MAI	$18.41	160138	TIGER REPAIR
E 001-005-520620		EQUIPMENT REP & MAI	$3.00	160148	BULBS
E 001-002-520600		VEHICLE EXPENSES	$22.72	160373	BRAKE FLUID & NITRILE GLOVES
E 001-004-520620		EQUIPMENT REP & MAI	$35.80	160415	OIL FILTER BOBCAT
E 001-005-520620		EQUIPMENT REP & MAI	$40.77	160451	TIGER BEARINGS
E 001-005-520620		EQUIPMENT REP & MAI	($9.31)	160479	BEARING EXCHANGE
E 001-004-520620		EQUIPMENT REP & MAI	$15.59	160704	COUPLER FOR TIGER
E 004-042-521060		GASOLINE-OIL-LUBRICA	$72.00	161230	BRAKE CLEANER
E 004-042-520610		BUILDING MAINTENANC	$0.58	161532	NUT/WASHER/LOCKWASH
E 001-004-520620		EQUIPMENT REP & MAI	$54.50	161553	#24B LIGHT INSTALL
E 001-004-520620		EQUIPMENT REP & MAI	$16.13	161723	#18 SPRAY RIG
E 002-022-520970		MISCELLANEOUS SERVI	$22.28	161778	PAINT FOR MARKING T-POST
E 001-004-520620		EQUIPMENT REP & MAI	$78.66	161912	SPLIT POLY & WIRE #24B
E 001-004-520620		EQUIPMENT REP & MAI	$195.58	162112	SWEEPER PARTS
E 001-004-520610		BUILDING MAINTENANC	$52.98	162234	FLOOR DRY
E 001-004-520620		EQUIPMENT REP & MAI	$11.88	162307	#08 TRANS-TUNE
E 001-004-521080		TOOLS & MINOR EQUIP	$20.61	162319	GREASE TOOL & FITTING
E 004-042-521080		TOOLS & MINOR EQUIP	($37.69)	162569	CREDIT FOR TAX CHARGED
E 004-042-521080		TOOLS & MINOR EQUIP	($14.00)	162569	CREDIT FOR TAX CHARGED
E 004-042-521080		TOOLS & MINOR EQUIP	$34.74	162570	SOCKETSS
E 004-042-521080		TOOLS & MINOR EQUIP	$12.90	162570	REDUCER
		Total	$677.51		

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
36399	11/13/23	**CINTAS**			
E 002-022-521140		FIRST AID & MEDICAL S	$47.67	5181600776	1ST AID CABINETS - YARD & WTP
E 002-023-521140		FIRST AID & MEDICAL S	$95.29	5181600782	1ST AID CABINETS - YARD & WTP
		Total	$142.96		
36400	11/13/23	**CIVICPLUS**			
E 001-001-520700		RENT-CONTRACTS-MAI	$2,433.45	Q-49257-1	ANNUAL SSL CERT. FEE & RENEWAL HOSTING/SUPPORT FOR WEBSITE
E 002-024-520700		RENT-CONTRACTS-MAI	$2,433.44	Q-49257-1	ANNUAL SSL CERT. FEE & RENEWAL HOSTING/SUPPORT FOR WEBSITE
E 004-043-520700		RENT-CONTRACTS-MAI	$2,433.44	Q-49257-1	ANNUAL SSL CERT. FEE & RENEWAL HOSTING/SUPPORT FOR WEBSITE
		Total	$7,300.33		
36401	11/13/23	**CLARK, MIZE & LINVILLE CHARTER**			
E 001-001-520110		LEGAL	$4,655.00	145038	SEPT 2023 LEGAL SERVICE
E 001-001-520110		LEGAL	$1,216.00	145038	SEPT 2023 GENERAL RETAINER
		Total	$5,871.00		
36402	11/13/23	**COMPACTORS INC**			
E 003-000-520620		EQUIPMENT REP & MAI	$1,369.00	16511	GLASS CRUSHER REPAIR
		Total	$1,369.00		
36403	11/13/23	**COOPER, KELLY**			
E 001-001-520610		BUILDING MAINTENANC	$200.00	STM 103123	OCT 2023 CLEANING
E 001-002-520610		BUILDING MAINTENANC	$200.00	STM 103123	OCT 2023 CLEANING
E 001-008-520610		BUILDING MAINTENANC	$200.00	STM 103123	OCT 2023 CLEANING
E 001-013-521260		CONTRACT LABOR	$900.00	STM 103123	OCT 2023 CLEANING
E 001-015-520710		CIVIC CENTER MAINTEN	$800.00	STM 103123	OCT 2023 CLEANING
E 002-024-520610		BUILDING MAINTENANC	$200.00	STM 103123	OCT 2023 CLEANING
E 004-043-520610		BUILDING MAINTENANC	$200.00	STM 103123	OCT 2023 CLEANING
		Total	$2,700.00		
36404	11/13/23	**COPE NOTES LLC**			
E 001-001-520910		DUES-SUBSCRIPTIONS-	$12,586.00	C38B34C7-0	ANNUAL SUBSCRIPTION 2024
		Total	$12,586.00		
36405	11/13/23	**DELL MARKETING L.P.**			
E 001-002-530390		POLICE EQUIPMENT	$982.60	10690682823	218 NEW COMPUTER
		Total	$982.60		
36406	11/13/23	**DK CTY ADMINISTRATION**			
E 004-041-521060		GASOLINE-OIL-LUBRICA	$318.53		DIESEL
E 001-003-521060		GASOLINE-OIL-LUBRICA	$150.63	1806	DIESEL
E 001-004-521060		GASOLINE-OIL-LUBRICA	$349.66	1807	DIESEL
		Total	$818.82		
36407	11/13/23	**DK CTY SHERIFF**			
E 001-012-520960		PRISONER CARE	$765.00	STM 110123	OCTOBER BILLING
		Total	$765.00		
36408	11/13/23	**DON'S TIRE & SUPPLY**			

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E 001-003-521231		FIRE EQUIPMENT	$1,083.98	285680	NEW STEER TIRES FOR R#1
E 001-005-520620		EQUIPMENT REP & MAI	$425.24	285907	TIRES 24B
		Total	$1,509.22		
36409	11/13/23	**DOWNTOWN DANCE LLC**			
E 015-156-523331		DANCE/TUMBLING	$1,308.00	STM 101823	OCT TUMBLING FEES
		Total	$1,308.00		
36410	11/13/23	**DPC ENTERPRISES, LP**			
E 002-023-521030		CHEMICALS	$3,464.68	282000479-2	CHEMICALS USED IN WATER PRODUCTION
E 002-023-521030		CHEMICALS	($753.76)	C282000025-	CHEMICALS USED IN WATER PRODUCTION
		Total	$2,710.92		
36411	11/13/23	**KARLA EFURD**			
E 001-001-520270		TRAINING	$25.55	STM 103023	MILEAGE MCPHERSON CONF.
E 002-024-520270		TRAINING	$25.55	STM 103023	MILEAGE MCPHERSON CONF.
E 004-043-520270		TRAINING	$25.54	STM 103023	MILEAGE MCPHERSON CONF.
		Total	$76.64		
36412	11/13/23	**WONDERWARE INC**			
E 002-024-520782		E-BILL FEES	$610.28	INV-22546	OCT 2023 CC PROCESSING FEES
E 004-043-520782		E-BILL FEES	$610.27	INV-22546	OCT 2023 CC PROCESSING FEES
		Total	$1,220.55		
36413	11/13/23	**EPITOME ENTERPRISES**			
E 001-001-520260		SPECIAL PROJECTS	$2,000.00	1143	NOV 2023 LEGISLATIVE MONITORING SERVICES
		Total	$2,000.00		
36414	11/13/23	**EVERGY**			
E 001-015-520510		ELECTRIC SERVICE	$45.80	1219189162	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	$20.00	1247021166	ELECTRIC SERVICE
E 001-004-520500		STREET LIGHTING	$76.91	1264060667	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	$36.52	1702117183	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	$24.10	1717190452	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	$259.00	1758193262	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	$11.55	1904884672	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	$63.22	1906689737	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	$87.46	2021258017	ELECTRIC SERVICE
E 001-004-520500		STREET LIGHTING	$11,231.74	246831701	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	$190.85	2549851829	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	$35.00	2650162371	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	$29.54	2791000927	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	$77.28	288914741	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	$19.91	30783521	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	$19.91	30783521	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	$19.91	30783521	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	$19.91	30783521	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	$25.96	3082543925	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	$11.50	3413762565	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	$404.58	3413870642	ELECTRIC SERVICE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-004-520510		ELECTRIC SERVICE	$19.20	3443600738	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	$19.20	3443600738	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	$19.20	3443600738	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	$19.20	3443600738	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	$11.55	3740342691	ELECTRIC SERVICE
E 015-157-520510		ELECTRIC SERVICE	$2,018.93	3933636584	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	$30.15	416675959	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	$26.61	4212846087	ELECTRIC SERVICE
E 001-004-520500		STREET LIGHTING	$41.31	4288064106	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	$11.55	4554030512	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	$41.69	4867778321	ELECTRIC SERVICE
E 001-003-520510		ELECTRIC SERVICE	$193.13	4898116762	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	$193.13	4898116762	ELECTRIC SERVICE
E 001-002-520510		ELECTRIC SERVICE	$193.13	4898116762	ELECTRIC SERVICE
E 002-024-520510		ELECTRIC SERVICE	$193.13	4898116762	ELECTRIC SERVICE
E 004-043-520510		ELECTRIC SERVICE	$193.13	4898116762	ELECTRIC SERVICE
E 001-008-520510		ELECTRIC SERVICE	$193.13	4898116762	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	$12.65	5054322132	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	$25.39	5516010740	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	$11.55	5751904663	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	$35.64	5964839866	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	$32.00	6023481527	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	$59.26	6046634008	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	$59.26	6046634008	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	$59.26	6046634008	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	$59.26	6046634008	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	$132.40	6177125769	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	$60.25	6392647180	ELECTRIC SERVICE
E 003-000-520510		ELECTRIC SERVICE	$218.44	6409144687	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	$60.27	6495096418	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	$448.39	6524781973	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	$33.05	661408984	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	$24.09	678816549	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	$34.17	6955064227	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	$90.81	6986074708	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	$45.61	7000718326	ELECTRIC SERVICE
E 001-013-520510		ELECTRIC SERVICE	$592.04	7064307381	ELECTRIC SERVICE
E 001-015-520510		ELECTRIC SERVICE	$295.23	7288502631	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	$242.17	7415927166	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	$11.55	7484828978	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	$13.24	7576542461	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	$5,513.04	771952302	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	$51.46	7850192618	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	$29.48	786713586	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	$1,088.70	7868072027	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	$29.57	7954110285	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	$24.71	7992075847	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	$36.60	7993583651	ELECTRIC SERVICE
E 004-042-520510		ELECTRIC SERVICE	$15,163.14	8139961807	ELECTRIC SERVICE

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E 001-006-520510		ELECTRIC SERVICE	$86.66	8163245625	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	$12.80	8181824446	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	$1,472.00	8186660933	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	$63.06	855312560	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	$184.48	8623625247	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	$371.14	8631656121	ELECTRIC SERVICE
E 001-002-520510		ELECTRIC SERVICE	$28.80	8724162661	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	$14.47	8745617303	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	$41.11	8813700102	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	$11.55	8966692659	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	$24.09	9031558905	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	$16.51	9053666773	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	$29.81	9255132041	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	$24.09	9348861379	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	$43.62	950991929	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	$1,451.12	9659465165	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	$8.28	9946085408	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	$8.28	9946085408	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	$8.28	9946085408	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	$8.29	9946085408	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	$134.07	9960246323	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	$35.55	9994690522	ELECTRIC SERVICE
		Total	$44,798.76		
36415	11/13/23	**FOSTER DESIGN ASSOCIATES LLC**			
E 001-008-520260		SPECIAL PROJECTS	$7,007.87	23006-3	COMP PLAN/PARKS MASTER PLAN PLANNING SERVICES 9/1-10/21/23
		Total	$7,007.87		
36416	11/13/23	**GUFFEY PROPERTIES, LLC**			
E 038-000-540610		CID SALES TAX	$2,170.95	STM 103023	CID PROPERTY FAMILY DOLLAR LESS 2% ADMIN FEE - OCT
		Total	$2,170.95		
36417	11/13/23	**H & H PLUMBING HEATING & AIR**			
E 001-011-520650		SIDEWALKS - RESIDENT	$500.00	STM 102523	SIDEWALK PROGRAM - RESIDENTIAL 209 NE 7TH
		Total	$500.00		
36418	11/13/23	**HAMM, INC**			
E 001-004-520660		ALLEY MAINTENANCE	$1,250.48	548275	AB-3 FOR ALLEYS, WASHED ROCK
E 001-004-520660		ALLEY MAINTENANCE	$1,055.16	548545	AB-3 FOR ALLEYS, WASHED ROCK
		Total	$2,305.64		
36419	11/13/23	**HERPICH, JR, FRED**			
E 002-024-520780		REFUND EXPENSE	$48.10	STM 103023	REFUND CREDIT ON FINAL BILL
		Total	$48.10		
36420	11/13/23	**CHRIS HOCKER**			
E 001-003-520610		BUILDING MAINTENANC	$500.00	INV 101823	TOOLBOX FOR FIRE STATION
		Total	$500.00		

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36421	11/13/23	**HOLM AUTOMOTIVE CENTER**			
E 001-002-520600		VEHICLE EXPENSES	$435.16	366918	VEHICLE EXPENSES
		Total	$435.16		
36422	11/13/23	**IMAGE QUEST**			
E 001-001-520700		RENT-CONTRACTS-MAI	$26.85	IN4797453	COPIER OVERCHARGE 9/25-10/24/23
E 002-024-520700		RENT-CONTRACTS-MAI	$26.85	IN4797453	COPIER OVERCHARGE 9/25-10/24/23
E 004-043-520700		RENT-CONTRACTS-MAI	$26.85	IN4797453	COPIER OVERCHARGE 9/25-10/24/23
E 004-041-521010		OFFICE SUPPLIES	$11.50	IN4802234	COPIER FEE
E 001-002-520700		RENT-CONTRACTS-MAI	$52.28	INV4792142	COPIER FEE
E 015-151-521045		OFFICE EQUIPMENT	$21.31	INV4797249	MONTHLY COPIER CONTRACT
E 001-001-520700		RENT-CONTRACTS-MAI	$37.58	INV4802235	CONTRACT BASE 3 HP PRINTERS 10/28-11-27-23
E 002-024-520700		RENT-CONTRACTS-MAI	$37.58	INV4802235	CONTRACT BASE 3 HP PRINTERS 10/28-11-27-23
E 004-043-520700		RENT-CONTRACTS-MAI	$37.58	INV4802235	CONTRACT BASE 3 HP PRINTERS 10/28-11-27-23
		Total	$278.38		
36423	11/13/23	**JERRY A. MILLER**			
E 005-000-520141		AWOS	$425.00	STM 111823	NOV 2023 AWOS
		Total	$425.00		
36424	11/13/23	**JOHN'S SERVICE**			
E 020-000-530396		INSPECTION EQUIPMEN	$1,086.23	515	TIRES FOR 2022 CHEVY INSPECTION TRUCK
E 001-004-520620		EQUIPMENT REP & MAI	$450.00	56628	TOW 10B
		Total	$1,536.23		
36425	11/13/23	**JOYCELYN LUCAS RANDLE**			
E 001-012-520110		LEGAL	$250.00	STM 101623	FISHER-AUSTIN 23-0185
E 001-012-520110		LEGAL	$250.00	STM 101623	NELSON 23-0138, 23-0139
E 001-012-520110		LEGAL	$250.00	STM 101623	GANTNER 23-0013
E 001-012-520110		LEGAL	$250.00	STM 101623	RUGGIERO 23-0264
		Total	$1,000.00		
36426	11/13/23	**KANEQUIP, INC**			
E 001-005-520620		EQUIPMENT REP & MAI	$1,099.13	12-159858	TIGER REPAIR
		Total	$1,099.13		
36427	11/13/23	**SALINA CONCRETE PRODUCT**			
E 001-004-520640		STREET REPAIRS	$2,560.90	90516322	RETAINING WALL BLOCKS & CAP FOR 14TH ST. PROJECT CEMETARY & EAST END (SW CORNER)
E 001-004-520640		STREET REPAIRS	$6,106.70	90516334	RETAINING WALL BLOCKS & CAP FOR 14TH ST. PROJECT CEMETARY & EAST END (SW CORNER)
		Total	$8,667.60		
36428	11/13/23	**KANSAS GAS SERVICE**			
E 001-015-520509		GAS SERVICE	$92.57	51001600410	GAS SERVICE
E 001-013-520509		GAS SERVICE	$166.15	51001600410	GAS SERVICE
E 015-157-520509		GAS SERVICE	$173.99	51001600410	GAS SERVICE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
	E 001-006-520509	GAS SERVICE	$185.27	51001600410	GAS SERVICE
	E 002-023-520509	GAS SERVICE	$54.13	51001600410	GAS SERVICE
	E 001-001-520509	GAS SERVICE	$15.42	51001600410	GAS SERVICE
	E 001-002-520509	GAS SERVICE	$15.43	51001600410	GAS SERVICE
	E 002-024-520509	GAS SERVICE	$15.43	51001600410	GAS SERVICE
	E 004-043-520509	GAS SERVICE	$15.43	51001600410	GAS SERVICE
	E 001-003-520509	GAS SERVICE	$15.43	51001600410	GAS SERVICE
	E 001-008-520509	GAS SERVICE	$15.43	51001600410	GAS SERVICE
	E 001-004-520509	GAS SERVICE	$15.52	51001600410	GAS SERVICE
	E 002-022-520509	GAS SERVICE	$15.52	51001600410	GAS SERVICE
	E 004-041-520509	GAS SERVICE	$15.52	51001600410	GAS SERVICE
	E 001-004-520509	GAS SERVICE	$33.73	51001600410	GAS SERVICE
	E 002-022-520509	GAS SERVICE	$33.74	51001600410	GAS SERVICE
	E 004-041-520509	GAS SERVICE	$33.74	51001600410	GAS SERVICE
		Total	$912.45		
36429	11/13/23	**KANSAS ONE-CALL SYSTEM, INC**			
	E 004-041-520970	MISCELLANEOUS SERVI	$73.20	3100132	OCTOBER LOCATES
		Total	$73.20		
36430	11/13/23	**LAST CHANCE GRAPHICS**			
	E 001-002-530719	POLICE DEPT DONATIO	$323.00	275727	HALLOWEEN BAGS
		Total	$323.00		
36431	11/13/23	**LINDER ELECTRIC**			
	E 002-023-520670	WELL MAINTENANCE	$2,982.10	209934	REPAIR WELL #3
		Total	$2,982.10		
36432	11/13/23	**LUMBER HOUSE TRUE VALUE**			
	E 003-000-530260	SPECIAL PROJECTS	$133.97	2310-136489	KEY & DECK SCREWS
	E 003-000-530260	SPECIAL PROJECTS	$182.53	2310-136807	RECYCLE PLYWOOD & PINE
	E 001-004-520610	BUILDING MAINTENANC	$55.91	2310-136875	WOOD FOR JOHN'S AVE
	E 002-022-520600	VEHICLE EXPENSES	$11.58	2310-137219	LADDER HANGER
	E 001-004-520620	EQUIPMENT REP & MAI	$7.98	2310-137669	BOLTS FOR SHOP
	E 001-004-520640	STREET REPAIRS	$28.35	2310-138551	PLYWOOD
	E 001-015-520710	CIVIC CENTER MAINTEN	$3.99	2310-138682	CONDUIT CLAMP
	E 001-005-520970	MISCELLANEOUS SERVI	$36.08	2310-139119	2 x 4'S
	E 001-004-520620	EQUIPMENT REP & MAI	$2.00	2310-139192	24B LIGHT INSTALL
	E 001-004-520620	EQUIPMENT REP & MAI	$8.96	2310-139262	BOLTS FOR SHOP
	E 001-004-520620	EQUIPMENT REP & MAI	$9.75	2310-139436	18 SPRAY RIG
	E 014-000-521130	SIGNS MAINTENANCE	$34.93	2310-139525	SIGN REPAIR
	E 002-022-520970	MISCELLANEOUS SERVI	$17.98	2310-139550	BLUE MARKING PAINT
	E 001-005-520600	VEHICLE EXPENSES	$21.81	2310-139586	VELCRO STRIP & BOLTS
	E 004-041-521080	TOOLS & MINOR EQUIP	$33.99	2310-139868	TOOL TOTE BOX FOR #24
	E 001-005-521080	TOOLS & MINOR EQUIP	$28.99	2310-140559	SPRAYER
	E 004-042-520610	BUILDING MAINTENANC	$9.29	2310-141182	BULB FOR HEAT LAMP
	E 001-004-520620	EQUIPMENT REP & MAI	$67.23	2310-142620	#23 HUSTLER MOWER REPAIR
	E 001-008-521045	OFFICE EQUIPMENT	$387.53	2310-443030	WINDOW SHADE FOR COM DEV. OFFICE
	E 001-004-520610	BUILDING MAINTENANC	$145.00	2311-141524	ENTRY LOCK
	E 001-004-520610	BUILDING MAINTENANC	$2.29	2311-141837	FLAPPER CHAIN

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
		Total	$1,230.14		
36433	11/13/23	**RAFAEL S. HERNANDEZ**			
E 015-157-520610		BUILDING MAINTENANC	$80.00	19533	CC WINDOWS
E 001-001-520610		BUILDING MAINTENANC	$20.00	27514	WINDOW WASHING CITY HALL & COMM. DEVEL.
E 001-008-520610		BUILDING MAINTENANC	$40.00	27514	WINDOW WASHING CITY HALL & COMM. DEVEL.
E 002-024-520610		BUILDING MAINTENANC	$20.00	27514	WINDOW WASHING CITY HALL & COMM. DEVEL.
E 004-043-520610		BUILDING MAINTENANC	$20.00	27514	WINDOW WASHING CITY HALL & COMM. DEVEL.
		Total	$180.00		
36434	11/13/23	**MEMORIAL HOSPITAL**			
E 001-012-520960		PRISONER CARE	$37.14	INV092623	CLYDE STILSON 23-0308
E 001-012-520960		PRISONER CARE	$180.14	INV100923	ANTHONY METZGER BILL MVMV55426
		Total	$217.28		
36435	11/13/23	**MICHELLE WRIGHT**			
E 038-000-540610		CID SALES TAX	$11,499.26	STM 103023	CID ROSEROCK LESS 2% ADMIN FEE - OCT 2023
		Total	$11,499.26		
36436	11/13/23	**MIDWEST CONCRETE MATERIALS**			
E 001-004-521280		CURB & GUTTER REPAI	$994.50	638555	JOHN'S AVE & S. VAN BUREN CULVERT REPAIR
E 001-004-521280		CURB & GUTTER REPAI	$482.50	639066	JOHN'S AVE & S. VAN BUREN CULVERT REPAIR
		Total	$1,477.00		
36437	11/13/23	**NARAYAN, INC**			
E 038-000-540610		CID SALES TAX	$1.35	STM 103023	CID PROPERTY HOLIDAY I LESS 2% ADMIN FEE - OCT 2023
		Total	$1.35		
36438	11/13/23	**NEX-TECH RURAL TELEPHONE**			
E 002-023-520520		TELEPHONE / INTERNE	$57.19	329717	TELEPHONE SERVICE
E 004-042-520520		TELEPHONE / INTERNE	$110.88	329717	TELEPHONE SERVICE
E 005-000-520520		TELEPHONE / INTERNE	$114.38	329717	TELEPHONE SERVICE
		Total	$282.45		
36439	11/13/23	**OLSON, KELLIE**			
E 001-001-520270		TRAINING	$90.39	STM 103023	MILEAG KCKS KAPIO CONF.
		Total	$90.39		
36440	11/13/23	**OLSSON**			
E 014-000-531190		CCLIP	$1,750.00		KDOT CCLIP K15 SW 6TH TO UPPR
E 014-000-520140		ENGINEERING	$12,323.00	473500	14TH STREET SPECIAL INSP
E 014-000-520140		ENGINEERING	$2,082.50	473508	HOLIDAY INN SANITARY SEWER INSP
E 005-000-520260		SPECIAL PROJECTS	$45,020.00	473527	AIRPORT TREES & AGIS
E 014-000-520140		ENGINEERING	$1,052.00	473772	14TH STREET IMPROVEMENTS VINE TO BUCKEYE

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	E 001-016-520970	MISCELLANEOUS SERVI	$1,625.50	474103	GENERAL ENGINEERING MEETING - GOLDEN BELT WEST & WTP ROOF
	E 002-023-520610	BUILDING MAINTENANC	$1,625.49	474103	GENERAL ENGINEERING MEETING - GOLDEN BELT WEST & WTP ROOF
		Total	$65,478.49		
36441	11/13/23	**PACE ANALYTICAL SERVICES**			
	E 004-042-520210	LAB ANALYSIS & EQUIP	$326.30	2360194818	SUSPENDED SOLIDS
		Total	$326.30		
36442	11/13/23	**PIONEER FARM INC**			
	E 002-022-520970	MISCELLANEOUS SERVI	$6.55	633606	ELBOW, PVC COUPLING
	E 004-042-521060	GASOLINE-OIL-LUBRICA	$26.99	634563	FUEL
	E 004-041-521080	TOOLS & MINOR EQUIP	$36.98	634708	ZIPTIES & SLIP JOINT PLIER
	E 001-001-521080	TOOLS & MINOR EQUIP	$9.33	634855	MAINTENANCE GLOVES
	E 002-024-521080	TOOLS & MINOR EQUIP	$9.33	634855	MAINTENANCE GLOVES
	E 004-043-521080	TOOLS & MINOR EQUIP	$9.33	634855	MAINTENANCE GLOVES
	E 004-041-520600	VEHICLE EXPENSES	$84.98	634931	TRAILER HITCH FOR #24
	E 004-042-520610	BUILDING MAINTENANC	$5.49	634946	BELT FOR EXHAUST FAN
	E 004-041-520600	VEHICLE EXPENSES	$15.98	635320	SPRAY PAINT
	E 004-042-520610	BUILDING MAINTENANC	$10.58	635353	MASON LINE & LYLON SEINE WHITE
	E 002-022-520970	MISCELLANEOUS SERVI	$64.54	635474	MARKING FLAGS, DUCT TAPE & PVC COUPLING
	E 002-022-520620	EQUIPMENT REP & MAI	$14.39	635701	BOLTS
	E 002-022-520970	MISCELLANEOUS SERVI	$7.18	635822	ELECTRICAL TAPE & BLUE WIRE
	E 001-004-520620	EQUIPMENT REP & MAI	$82.56	635862	SPRAY RIGS
	E 001-004-520620	EQUIPMENT REP & MAI	$10.01	636003	BOLTS FOR SHOP
	E 001-004-521080	TOOLS & MINOR EQUIP	$71.97	636638	RAKE & SHOVELS
	E 001-005-521080	TOOLS & MINOR EQUIP	$26.00	636771	CHISEL BLADE
	E 001-004-521080	TOOLS & MINOR EQUIP	$16.99	636991	INDUSTRIAL CLEANER
		Total	$509.18		
36443	11/13/23	**AVE-PLP, LLC**			
	E 001-004-520620	EQUIPMENT REP & MAI	$2.60	1000947360	WING SCREW JD TRACTOR
		Total	$2.60		
36444	11/13/23	**PRYOR AUTOMATIC FIRE SPRINKLER**			
	E 015-157-520610	BUILDING MAINTENANC	$370.00	12740	ANNUAL SPRINKLER INSPECTION
		Total	$370.00		
36445	11/13/23	**RAHE, TIFFANY**			
	E 001-012-520976	RESTITUTION	$80.00	STM 110623	RESTIUTION CASE #23-0218
		Total	$80.00		
36446	11/13/23	**REIN, BRANDON**			
	E 001-001-520280	TRAVEL-MEETINGS & C	$150.65	STM 103023	MILEAGE FEDERICO/QUERST RECEPTION LAWRENCE
		Total	$150.65		
36447	11/13/23	**ROASTER JOES, INC**			
	E 001-001-520970	MISCELLANEOUS SERVI	$17.22	2064:310957	COFFEE
	E 002-024-520970	MISCELLANEOUS SERVI	$17.22	2064:310957	COFFEE

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E 004-043-520970		MISCELLANEOUS SERVI	$17.22	2064:310957	COFFEE
		Total	$51.66		
36448	11/13/23	**ROBSON OIL CO, INC**			
E 001-002-521060		GASOLINE-OIL-LUBRICA	$3,583.71	STM 102523	FUEL
E 001-003-521060		GASOLINE-OIL-LUBRICA	$1,373.63	STM 102523	FUEL
E 001-004-521060		GASOLINE-OIL-LUBRICA	$3,339.29	STM 102523	FUEL
E 001-005-521060		GASOLINE-OIL-LUBRICA	$212.74	STM 102523	FUEL
E 001-006-521060		GASOLINE-OIL-LUBRICA	$842.56	STM 102523	FUEL
E 002-023-521060		GASOLINE-OIL-LUBRICA	$179.05	STM 102523	FUEL
E 002-022-521060		GASOLINE-OIL-LUBRICA	$553.74	STM 102523	FUEL
E 004-041-521060		GASOLINE-OIL-LUBRICA	$700.84	STM 102523	FUEL
E 004-042-521060		GASOLINE-OIL-LUBRICA	$148.48	STM 102523	FUEL
E 001-011-521060		GASOLINE-OIL-LUBRICA	$129.02	STM 102523	FUEL
E 001-001-520600		VEHICLE EXPENSES	$33.09	STM 102523	FUEL
E 002-024-520600		VEHICLE EXPENSES	$33.09	STM 102523	FUEL
E 004-043-520600		VEHICLE EXPENSES	$33.08	STM 102523	FUEL
		Total	$11,162.32		
36449	11/13/23	**RYAN & MULLIN, PA**			
E 001-012-520110		LEGAL	$3,250.00	STM 110123	NOV 2023 CITY PROSECUTOR
		Total	$3,250.00		
36450	11/13/23	**SALINA REGIONAL HEALTH CENTER**			
E 001-012-520960		PRISONER CARE	$37.14	INV 061423	MASCARENO BILL 23-0201
E 001-012-520960		PRISONER CARE	$90.34	INV 061423	MASCARENO BILL 23-0201
		Total	$127.48		
36451	11/13/23	**SALINA SUPPLY CO**			
E 002-022-520661		WATER LINE MAINTENA	$819.34	S100250086.	TAPPING SLEEVES
		Total	$819.34		
36452	11/13/23	**SECURE SHRED OF N.C.K.**			
E 001-001-520700		RENT-CONTRACTS-MAI	$17.21	STM 103023	OCT 2023 SHREDDING ADMIN & APD
E 001-002-520700		RENT-CONTRACTS-MAI	$51.63	STM 103023	OCT 2023 SHREDDING ADMIN & APD
E 002-024-520700		RENT-CONTRACTS-MAI	$17.21	STM 103023	OCT 2023 SHREDDING ADMIN & APD
E 004-043-520700		RENT-CONTRACTS-MAI	$17.20	STM 103023	OCT 2023 SHREDDING ADMIN & APD
		Total	$103.25		
36453	11/13/23	**SMOKY HILL, LLC**			
E 014-000-520140		ENGINEERING	$457,015.99	PYMT 2 & 3	PROJECT #019-10830 NW 14TH ST. IMPROVEMENTS
E 014-000-520140		ENGINEERING	$339,497.34	PYMT 2 & 3	PROJECT #019-10830 NW 14TH ST. IMPROVEMENTS
		Total	$796,513.33		
36454	11/13/23	**SUMMIT SUPPLY CORP OF**			
E 001-006-521200		PLAYGROUND EQUIP R	$263.70	85203	SWING HANGERS
		Total	$263.70		
36455	11/13/23	**SUPERIOR SANITATION SERVICE**			
E 015-157-520610		BUILDING MAINTENANC	$58.00	STM 110323	NOV 2023 TRASH SERVICE @ CC, PARKS & SC

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	E 001-006-520610	BUILDING MAINTENANC	$58.00	STM 110323	NOV 2023 TRASH SERVICE @ CC, PARKS & SC
	E 001-013-520610	BUILDING MAINTENANC	$62.00	STM 110323	NOV 2023 TRASH SERVICE @ CC, PARKS & SC
	E 001-015-520710	CIVIC CENTER MAINTEN	$65.00	STM 110623	NOV 2023 TRASH SERVICE @ CVB, RECYCLE & WWTP
	E 003-000-520610	BUILDING MAINTENANC	$65.00	STM 110623	NOV 2023 TRASH SERVICE @ CVB, RECYCLE & WWTP
	E 004-042-520610	BUILDING MAINTENANC	$130.00	STM 110623	NOV 2023 TRASH SERVICE @ CVB, RECYCLE & WWTP
		Total	$438.00		
36456	11/13/23	**THE BROOM DUDE**			
	E 004-042-521080	TOOLS & MINOR EQUIP	$147.28	21967	SQUEEGEES
		Total	$147.28		
36457	11/13/23	**THE FLOWER BOX**			
	E 001-001-520800	AWARDS & C0NTRIBUTI	$83.00	039375	FUNERAL ARRANGEMENT FOR LYTLE & STRUNK
	E 001-001-520800	AWARDS & C0NTRIBUTI	$63.00	039383	FUNERAL ARRANGEMENT FOR LYTLE & STRUNK
		Total	$146.00		
36458	11/13/23	**KELLEE TIMBROOK**			
	E 015-151-520600	VEHICLE EXPENSES	$117.90	STM 110723	MILEAGE
		Total	$117.90		
36459	11/13/23	**TRANSUNION RISK & ALTERNATIVE**			
	E 001-002-520705	SOFTWARE SUBSCRIPT	$220.00	6199432-202	SEPTEMBER & OCTOBER BILLING
		Total	$220.00		
36460	11/13/23	**TRIPLETT, INC**			
	E 038-000-540610	CID SALES TAX	$7,067.74	STM 103023	CID PROPERTY 6 LESS 2% ADMIN FEE - OCT 2023
		Total	$7,067.74		
36461	11/13/23	**TYLER TECHNOLOGIES, INC**			
	E 001-012-521045	OFFICE EQUIPMENT	$167.48	025-441991	HARDWARE ANNUAL FEES - THERMAL RECEIPT PRINTER
		Total	$167.48		
36462	11/13/23	**UNIFIRST CORPORATION**			
	E 004-042-520610	BUILDING MAINTENANC	$176.38	STM 103123	UNIFORM SERVICE
	E 004-042-521150	UNIFORMS & ALTERATI	$238.26	STM 103123	UNIFORM SERVICE
	E 002-023-520610	BUILDING MAINTENANC	$79.18	STM 103123	UNIFORM SERVICE
	E 002-023-521150	UNIFORMS & ALTERATI	$371.84	STM 103123	UNIFORM SERVICE
	E 001-004-521150	UNIFORMS & ALTERATI	$337.97	STM 103123	UNIFORM SERVICE
	E 001-005-521150	UNIFORMS & ALTERATI	$108.40	STM 103123	UNIFORM SERVICE
	E 002-022-521150	UNIFORMS & ALTERATI	$163.20	STM 103123	UNIFORM SERVICE
	E 004-041-521150	UNIFORMS & ALTERATI	$266.98	STM 103123	UNIFORM SERVICE
	E 005-000-520610	BUILDING MAINTENANC	$40.87	STM 103123	UNIFORM SERVICE
	E 015-157-520610	BUILDING MAINTENANC	$37.79	STM 103123	UNIFORM SERVICE
	E 001-013-521040	JANITOR SUPPLIES	$228.98	STM 103123	UNIFORM SERVICE
		Total	$2,049.85		

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36463	11/13/23	**US BANK EQUIPMENT FINANCE**			
E 015-151-521045		OFFICE EQUIPMENT	$220.46	514475292	CONTRACT PAYMENT
E 001-001-520700		RENT-CONTRACTS-MAI	$54.51	514557917	COPIER CONTRACT 10/25-11/25/23
E 002-024-520700		RENT-CONTRACTS-MAI	$54.51	514557917	COPIER CONTRACT 10/25-11/25/23
E 004-043-520700		RENT-CONTRACTS-MAI	$54.50	514557917	COPIER CONTRACT 10/25-11/25/23
		Total	$383.98		
36464	11/13/23	**US POST OFFICE**			
E 001-001-520220		POSTAGE & METER RE	$103.34	STM 102023	USPS MARKETING MAIL PERMIT #1
E 002-024-520220		POSTAGE & METER RE	$103.33	STM 102023	USPS MARKETING MAIL PERMIT #1
E 004-043-520220		POSTAGE & METER RE	$103.33	STM 102023	USPS MARKETING MAIL PERMIT #1
		Total	$310.00		
36465	11/13/23	**USD 435 ABILENE**			
E 015-153-521050		CONCESSION SUPPLIE	$916.58	STM 101823	JR. COWBOY FB USAGE
E 015-153-522880		YOUTH FOOTBALL	$500.00	STM 101823	JR. COWBOY FB USAGE
E 015-153-521500		ATHLETIC ACADEMY	$550.00	STM 110723	3RD & 4TH GR ALTHLETICE ACADEMY (55)
E 015-153-521500		ATHLETIC ACADEMY	$495.00	STM 110723	5TH-6TH GR ATHLETIC ACADEMY (33)
		Total	$2,461.58		
36466	11/13/23	**VAN DIEST CHEMICAL CO**			
E 001-006-521030		CHEMICALS	$794.00	87017	CHEMICALS - HERBICIDE, GRANULE
E 001-006-521030		CHEMICALS	$597.50	87412	CHEMICALS - HERBICIDE, GRANULE
		Total	$1,391.50		
36467	11/13/23	**VANDERBILT'S NO. 4, INC**			
E 002-022-521150		UNIFORMS & ALTERATI	$150.00	684337	BOOTS HOLT
E 001-006-521150		UNIFORMS & ALTERATI	$100.00	686216	BOOTS JENNE
E 001-006-521150		UNIFORMS & ALTERATI	$100.00	686563	BOOTS MAAS
		Total	$350.00		
36468	11/13/23	**VYVE BROADBAND**			
E 001-001-520520		TELEPHONE / INTERNE	$338.60	301-521155	NOV 2023 MONTHLY BILL
E 002-024-520520		TELEPHONE / INTERNE	$338.60	301-521155	NOV 2023 MONTHLY BILL
E 004-043-520520		TELEPHONE / INTERNE	$338.58	301-521155	NOV 2023 MONTHLY BILL
E 001-002-520520		TELEPHONE / INTERNE	$457.54	301-521155	NOV 2023 MONTHLY BILL
E 001-003-520520		TELEPHONE / INTERNE	$216.30	301-521155	NOV 2023 MONTHLY BILL
E 001-004-520520		TELEPHONE / INTERNE	$207.28	301-521155	NOV 2023 MONTHLY BILL
E 001-006-520520		TELEPHONE / INTERNE	$192.63	301-521155	NOV 2023 MONTHLY BILL
E 001-007-520970		MISCELLANEOUS SERVI	$163.68	301-521155	NOV 2023 MONTHLY BILL
E 001-008-520520		TELEPHONE / INTERNE	$163.68	301-521155	NOV 2023 MONTHLY BILL
E 001-011-520520		TELEPHONE / INTERNE	$163.68	301-521155	NOV 2023 MONTHLY BILL
E 001-012-520520		TELEPHONE / INTERNE	$168.68	301-521155	NOV 2023 MONTHLY BILL
E 001-013-520520		TELEPHONE / INTERNE	$217.58	301-521155	NOV 2023 MONTHLY BILL
E 002-022-520520		TELEPHONE / INTERNE	$207.28	301-521155	NOV 2023 MONTHLY BILL
E 002-023-520520		TELEPHONE / INTERNE	$277.68	301-521155	NOV 2023 MONTHLY BILL
E 003-000-520520		TELEPHONE / INTERNE	$137.68	301-521155	NOV 2023 MONTHLY BILL
E 004-041-520520		TELEPHONE / INTERNE	$207.28	301-521155	NOV 2023 MONTHLY BILL
E 004-042-520520		TELEPHONE / INTERNE	$137.68	301-521155	NOV 2023 MONTHLY BILL
E 005-000-520520		TELEPHONE / INTERNE	$223.10	301-521155	NOV 2023 MONTHLY BILL

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E 013-131-520520		TELEPHONE / INTERNE	$221.58	301-521155	NOV 2023 MONTHLY BILL
E 015-151-520520		TELEPHONE / INTERNE	$182.70	301-521155	NOV 2023 MONTHLY BILL
E 001-001-520520		TELEPHONE / INTERNE	$51.60	301-541718	NOV 2023 EBS ADMIN/APD
E 002-024-520520		TELEPHONE / INTERNE	$51.60	301-541718	NOV 2023 EBS ADMIN/APD
E 004-043-520520		TELEPHONE / INTERNE	$51.59	301-541718	NOV 2023 EBS ADMIN/APD
E 001-002-520520		TELEPHONE / INTERNE	$154.80	301-541718	NOV 2023 EBS ADMIN/APD
E 002-022-520665		METERS, RADIOS, PITS,	$49.95	301-564354	WATER METER INTERNET - 13TH ST WATER TOWER
		Total	$4,921.35		
36469	11/13/23	**WEST'S PLAZA COUNTRY MART**			
E 001-001-520800		AWARDS & C0NTRIBUTI	$1,640.00	STM 110623	GIFT CARDS FOR EMPLOYEES
		Total	$1,640.00		
36470	11/13/23	**WINTERS, MACY**			
E 015-156-523331		DANCE/TUMBLING	$456.00	STM 101823	OCT DANCE FEES
		Total	$456.00		
36471	11/13/23	**XEROX FINANCIAL SERVICES**			
E 001-008-520970		MISCELLANEOUS SERVI	$58.43	4874400	COM DEV/INSPECTION COPIER LEASE 9/28-10/27/23
E 001-011-520970		MISCELLANEOUS SERVI	$58.44	4874400	COM DEV/INSPECTION COPIER LEASE 9/28-10/27/23
		Total	$116.87		
		002000	$1,050,757.86		

Fund Summary

002000 Astra Bank checking	
001 GENERAL FUND	$98,676.02
002 WATER FUND	$33,263.02
003 RECYCLING FUND	$5,269.22
004 SEWER FUND	$23,004.31
005 AIRPORT FUND	$46,275.26
008 SPECIAL PARKS & REC	$150.00
013 TOURISM & CONVENTION FUND	$221.58
014 SPECIAL STREET FUND	$814,164.76
015 RECREATION COMMISSION	$7,908.16
020 EQUIPMENT RESERVE FUND	$1,086.23
038 CID SALES TAX FUND	$20,739.30
	$1,050,757.86

CITY OF ABILENE

*Check Detail Register©

Batch: MANUAL103123

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
36376	10/31/23	**LEGACY KANSAS, LLC**			
E 038-000-540610		CID SALES TAX	$4,992.16	STM 103023	CID PROPERTY LEGACY KS LESS 2% ADMIN FEE - OCT 2023
		Total	$4,992.16		
		002000	$4,992.16		

Fund Summary

002000 Astra Bank checking	
038 CID SALES TAX FUND	$4,992.16
	$4,992.16

CITY OF ABILENE

*Check Detail Register©

Batch: MANUAL110123

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
36377	11/01/23	**H AND H SPRAY FOAM INSULATION LLC**			
E 003-000-530260		SPECIAL PROJECTS	$40,157.30	679	FOAM SPRAY RECYCLE CENTER
		Total	$40,157.30		
		002000	$40,157.30		

Fund Summary

002000 Astra Bank checking	
003 RECYCLING FUND	$40,157.30
	$40,157.30

City of Abilene
Payroll Expenditures Report
10/10/2023 PR #23

PAYROLL CODE		TOTALS		
	NET SALARIES	$	91,909.09	
051 & 501	OASDI - CITY/EMPLOYEE	$	15,997.48	
049 & 502	MEDICARE - CITY/EMPLOYEE	$	3,741.30	
001	FEDERAL WITHHOLDING - EMPLOYEE	$	9,812.80	
503	KPERS - CITY	$	7,018.65	
056, 057, 059	KPERS EMPLOYEE	$	4,465.72	**$ 11,484.37**
054	KPERS BUYBACK	$	288.46	
505	KPERS RETIREE/EMPLOYER	$	-	
153	KPERS GROUP LIFE - EMPLOYEE	$	142.65	
504	KPF - CITY	$	12,993.25	
61	KPF EMPLOYEE	$	4,063.92	**$ 17,057.17**
155	KPF GROUP LIFE- EMPLOYEE	$	102.85	
105 & 540	FTC 457 - CITY/EMPLOYEE	$	1,295.00	
204	LPL FINANCIAL 529 - EMPLOYEE	$	50.00	
110	LPL FINANCIAL SAVINGS - EMPLOYEE	$	175.00	
130 & 530	ICMA 457 CITY/EMPLOYEE	$	-	
005	STATE TAX - EMPLOYEE	$	5,783.43	
120	AFLAC After Tax D&L - EMPLOYEE	$	256.94	
170	AFLAC Before Tax INSURANCE - EMPLOYEE	$	508.68	
102	VISION CARE DIRECT-VISION PLAN EMPLOYEE	$	182.87	
104	VSP VISION PLANS - EMPLOYEE	$	120.70	
140	HEALTH INSURANCE - EMPLOYEE	$	6,523.72	
510	HEALTH INSURANCE - CITY	$	18,816.29	**$ 25,340.01**
103	HEALTH SAVINGS ACCOUNT - EMPLOYEE	$	630.00	
506	HEALTH SAVINGS ACCOUNT - CITY	$	262.50	
111 & 520	IMPACT SPORTS & FITNESS- CITY/EMPLOYEE	$	383.16	
114 & 560	ABILENE PHYSICAL THERAPY - CITY/EMPLOYEE	$	-	
215	KS Support order- EMPLOYEE	$	392.25	
218	Training Reimbursement	$	-	
209	KS Support order- EMPLOYEE	$	-	
206	CA Support order - EMPLOYEE	$	-	
150	FLEXIBLE SPENDING ACCOUNT - EMPLOYEE	$	842.09	
121	POLICE & FIREMENS INS. - EMPLOYEE	$	20.92	
211	GARNISHMENT - EMPLOYEE	$	-	
	TOTAL PAYROLL EXPENDITURES	**$**	**186,779.72**	