



ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
January 8 2024 - 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. City Commission Installation
5. Selection of Mayor
6. Selection of Vice-Mayor
7. Approval of the Agenda for the January 8, 2024, City Commission Meeting
8. 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 December 11, 2023, Regular Meeting
 - b. Approval of appointments/reappointments to the following Boards and Commissions
 1. Corey Jones – Tree Board – 3-year term, expiring January 2027
 2. Penni Zelinkoff – Planning Commission/Board of Zoning Appeals, 3-year term, expiring January 2027
 3. Matt Mead – Planning Commission/Board of Zoning Appeals, 3-year term, expiring January 2027
 4. Jim Price – Airport Board, 3-year term, expiring January 2027
 5. L. Steve Cathey – Airport Board, 3-year term, expiring January 2027
 6. Jeremy Gorman – Airport Board, 3-year term, expiring January 2027
 7. Corina Ryland – Sister City Board, 3-year term, expiring January 2027
 8. Rev. Eric Anderson – Sister City Board, 3-year term expiring January 2027
 9. Kevin Unruh – Sister City Board, 3-year term expiring January 2027
 10. Kim McDowell – CVB Board, 3-year term expiring January 2027

11. Ross Boelling – CVB Board, 3-year term expiring January 2027
12. Nanc Scholl – Heritage Commission, 3-year term expiring January 2027
13. Mary Burtzloff – Heritage Commission, 3-year term expiring January 2027

9. 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.
- b. National Stalking Awareness Month Proclamation – Mary Cooksen, DVACK Victim Advocate
- c. National Slavery and Human Trafficking Prevention Month Proclamation – Angela White, DVACK Sexual Assault Advocate

10. Business Items

- a. Consider approval Resolution 010824-1, A RESOLUTION AMENDING THE EMPLOYEE POLICIES AND GUIDELINES OF THE CITY OF ABILENE, KANSAS. – City Clerk, Shayla Mohr
- b. Consider approval of Ordinance No. 24-3442, AN ORDINANCE AMENDING CHAPTER 7, SECTIONS 7-507, 7-901, AND 7-902 OF THE CITY CODE OF THE CITY OF ABILENE PERTAINING TO SEWER AND WATE RATES WITHIN THE CITY OF ABILENE, KANSAS; AN REPEALING EXISTING SECTIONS 7-507, 7-901, AND 7-902. – City Manager Ron Marsh

11. Items for discussion

- a. Consider Resolution No. 010824-1, A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF ABILENE, KANSAS, DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING (DOWNTOWN LOFTS REINVESTMENT INCENTIVE DISTRICT. – Community Development Director, Kari Zook

12. Reports

- a. City Manager's Report

13. Executive Session

- a. Executive Session: I move the City Commission recess into executive session for _____ minutes based upon the need to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-3491(b)(1). The meeting will resume in this room at _____pm.

14. Recess of Regular Meeting

- a. Consider a motion to recess the January 8, 2024, City Commission Meeting. The City Commission Study Session will begin in 15 minutes, no sooner than 4:30 p.m.



12. Call to Order – January 8, 2024, City Commission Study Session

13. January 8, 2024, City Commission Study Session Agenda

- a. WSU Sports Feasibility Study Presentation – Nigel Soria, Research Economist & Data Scientist, WSU
- b. Olsson Work Order 5A (amendment) for the Airport Displaced Threshold Project – Finance Director Leann Johnson
- c. Olsson Inspection and Testing Services Agreement for Waterline Replacement Project – City Manager Ron Marsh
- d. Resolution adopting Water Conservation Plan – City Manager Ron Marsh
- e. Architect's proposal for the design of the Water Treatment Plant roof replacement – City Manager Ron Marsh
- f. Golden Belt West Lot Purchase Agreement, Developers Agreement, License Agreement – City Manager Ron Marsh and Community Development Director Kari Zook

14. Consider a motion to adjourn the January 8, 2024, City Commission Meeting.

Future Meeting Reminders

*City Commission Regular Meeting, January 22, 2024, at 4 p.m.

*City Commission Study Session, January 22, 2024 - 15 minutes following the adjournment of the regular meeting, will not start before 4:30 p.m.

*City Commission Regular Meeting, February 12, 2024, at 4 p.m.

*City Commission Study Session, February 12, 2024 – 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
December 11, 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, Public Works Director Anderson, Convention and Visitors Bureau Director Roller-Weeks, Streets and Utilities Superintendent Hawk, Water Treatment Plant Lead Operator Leusman, Administrative Manager-Public Works Hiatt, City Inspector Steerman and Administrative Assistant Olson.

3. Pledge of Allegiance

Agenda

4. Approval of the Agenda for the December 11, 2023, City Commission Meeting

Motion by Commissioner Marshall, seconded by Commissioner Rein, to approve the agenda as presented. Roll call vote: Marshall YES, Rein YES, Miller YES, Kollhoff YES, Witt YES. The motion carried 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 November 27, 2023, Regular Meeting
- b. Approval of 2024 Cereal Malt Beverage License renewals

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

7. Business Items

- a. Consider approval of Resolution No. 121123-1, A RESOLUTION CONCERNING LICENSE, PERMIT AND OTHER USER RELATED FEES OF THE CITY OF ABILENE, KANSAS.**

Motion by Commissioner Kollhoff, seconded by Commissioner Rein, to approve Resolution No. 121123-1, A RESOLUTION CONCERNING LICENSE, PERMIT AND OTHER USER RELATED FEES OF THE CITY OF ABILENE, KANSAS. Roll call vote: Kollhoff YES, Rein YES, Miller YES, Marshall YES, Witt YES. The motion carried 5-0.

- b. Consider approval of Ordinance No. 23-3441, AN ORDINANCE AMENDING CHAPTER 1, ARTICLE 1 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS, BY AMENDING SECTION 1-104 CONCERNING THE MAYOR AND VICE MAYOR FOR THE CITY OF ABILENE, KANSAS.**

Motion by Commissioner Miller, seconded by Commissioner Rein, to approve Ordinance No. 23-3441, AN ORDINANCE AMENDING CHAPTER 1, ARTICLE 1 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS, BY AMENDING SECTION 1-104 CONCERNING THE MAYOR AND VICE MAYOR FOR THE CITY OF ABILENE, KANSAS. Roll call vote: Miller YES, Rein YES, Marshall YES, Kollhoff NO, Witt NO. The motion carried 3-2.

- c. Consider approval of an agreement with Tyler Technologies for Administrative Software.**

Motion by Commissioner Marshall, seconded by Commissioner Rein, to approve an agreement with Tyler Technologies for Administrative Software. Roll call vote: Marshall YES, Rein YES, Miller YES, Kollhoff YES, Witt YES. The motion carried 5-0.

- d. Consider a motion to cancel the December 25, 2023, City Commission meeting.**

Motion by Commissioner Rein, seconded by Commissioner Miller to cancel the December 25, 2023, City Commission Meeting. Roll call vote: Rein YES, Miller YES, Marshall YES, Kollhoff YES, Witt YES. The motion carried 5-0.

8. Items for Discussion

- a.** Consider approval of the Mayor's recommendation to appoint Tony Serbousek to the Library Board to fill an unexpired term expiring April 2026.

Motion by Commissioner Kollhoff, seconded by Commissioner Miller, to approve the appointment of Tony Serbousek to the Library Board to fill an unexpired term expiring April 2026. Roll call vote: Kollhoff YES, Miller YES, Marshall YES, Rein YES, Witt YES. The motion carried 5-0.

9. Reports

- a.** City Manager's Report

Work is continuing on both the 14th Street Improvement Project and the CCLIP project on Buckeye. The section west of Vine will remain closed for the duration of the project. This is to prevent truck through traffic. You can find updates on the Community Engagement Dashboard.

The public hearing for the Comprehensive Plan will be on January 16, 2024, during the Planning Commission meeting. It will take place in the commission meeting room of the library at 4 pm.

The League of Kansas Municipalities will host a New Cit Officials Webinar on January 9, 2024, from 11:30 am – 1:30pm. We plan to have it available at City Hall for those who would like to attend.

The Recycling Center will be closed on December 25 and 26.

City Hall will be closed on December 22 and 25 for Christmas and January 1 for New Year's Day.

I know most of you know him, and I wanted to formally introduce Brad Anderson as the new Public Works Director. Along with that, I wanted to give a giant thank you to Jay Leusman, Joe Hawk and Jennie Hiatt for their hard work and dedication to keeping the public works department headed in the right direction over the last 6 months.

Mayor Witt recognized City Manager Marsh for his completion and graduation from the Certified Public Manager training.

10. Executive Session

- a. Executive Session:** Motion by Commissioner Rein, seconded by Commissioner Marshall to recess into executive session for 30 minutes to discuss the City Manager's evaluation based upon the need to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1). The meeting will resume in this room at 4:57 p.m. Roll call vote: Rein YES, Marshall YES, Miller YES, Kollhoff YES, Witt YES. The motion carried 5-0.

Motion by Commissioner Rein, seconded by Commissioner Marshall, to return to executive session for 25 minutes to discuss the City Manager's evaluation and contract terms based upon the need to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1). The meeting will resume in this room at 5:22 pm. Roll call vote: Rein YES, Marshall YES, Miller YES, Kollhoff YES, Witt YES. The motion carried 5-0.

Motion by Commissioner Rein, seconded by Commissioner Marshall, to return to executive session for 10 minutes to discuss the City Manager's evaluation and contract terms based upon the need to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1). The meeting will resume in this room at 5:33 pm. Roll call vote: Rein YES, Marshall YES, Miller YES, Kollhoff YES, Witt YES. The motion carried 5-0.

11. Recess of Regular Meeting

- a. Consider a motion to recess the December 11, 2023, City Commission Meeting.**

Motion by Commissioner Rein, seconded by Commissioner Kollhoff to recess the December 11, 2023, City Commission Meeting for 15 minutes at 5:34 pm. Roll call vote: Rein NO, Miller NO, Marshall NO, Kollhoff NO, Witt NO. The motion failed.

Motion by Commissioner Rein, seconded by Commissioner Marshall to recess the December 11, 2023, City Commission Meeting for 5 minutes at 5:36 pm. Roll call vote: Rein YES, Marshall YES, Miller YES, Kollhoff YES, Witt YES. The motion carried 5-0. The City Commission Study Session will begin at 5:41 pm.

12. Call to Order – City Commission Study Session

The City Commission Study Session was called to order at 5:41 pm.

13. December 11, 2023, City Commission Study Session Agenda

- a. Personnel Manual Changes
- b. Ordinance setting water and sewer rates
- c. Update on 14th Street and Van Buren Project -KDOT Cost Share Grant

14. Adjournment

- a. Consider a motion to adjourn the December 11, 2023, City Commission Meeting

Motion by Commissioner Marshall, seconded by Commissioner Rein, to adjourn the December 11, 2023, City Commission Meeting at 6:04 pm. Roll call vote: Marshall YES, Rein YES, Miller YES, Kollhoff YES, Witt YES. The motion carried 5-0.

(Seal)

Trevor D. Witt, Mayor

ATTEST:

Shayla L. Mohr, CMC
City Clerk



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

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, January 8, 2024

Session: Regular Meeting

Topic: Board and Commission reappointments

Department: Administration

Staff Contact: Shayla Mohr, City Clerk

Background:

The following have submitted applications for reappointment to City of Abilene Boards and Commissions. Support staff for all boards recommend approving these reappointments:

1. Corey Jones – Tree Board – 3-year term, expiring January 2027
2. Penni Zelinkoff – Planning Commission/Board of Zoning Appeals, 3-year term, expiring January 2027
3. Matt Mead – Planning Commission/Board of Zoning Appeals, 3-year term, expiring January 2027
4. Jim Price – Airport Board, 3-year term, expiring January 2027
5. L. Steve Cathey – Airport Board, 3-year term, expiring January 2027
6. Jeremy Gorman – Airport Board, 3-year term, expiring January 2027
7. Corina Ryland – Sister City Board, 3-year term, expiring January 2027
8. Rev. Eric Anderson – Sister City Board, 3-year term expiring January 2027
9. Kevin Unruh – Sister City Board, 3-year term expiring January 2027
10. Kim McDowell – CVB Board, 3-year term expiring January 2027
11. Ross Boelling – CVB Board, 3-year term expiring January 2027
12. Nanc Scholl – Heritage Commission, 3-year term expiring January 2027
13. Mary Burtzloff – Heritage Commission, 3-year term expiring January 2027

Recommendation:

Reappoint all listed to respective Boards or Commissions

Fiscal Note:

None

Funding Source:

none

**CITY OF ABILENE
BOARDS & COMMISSIONS
REAPPOINTMENT CONSIDERATION**

BOARD MEMBER: Corey Jones

BOARD CURRENTLY SERVING: Tree Board

ADDRESS: 3032 Mink Rd., Abilene, KS
67410

PHONE: 785-200-0538

EMAIL: corey@abilene-cityhall.com

I would like to be considered for another term on the above-mentioned City of Abilene board.


SIGNATURE

12-4-2023
DATE

**CITY OF ABILENE
BOARDS & COMMISSIONS
REAPPOINTMENT CONSIDERATION**

BOARD MEMBER: Penni Zelinkoff

BOARD CURRENTLY SERVING: Planning & Zoning

ADDRESS: 600 N Spruce St, Abilene

PHONE: 720-629-8860

EMAIL: penni.zelinkoff@gmail.com

I would like to be considered for another term on the above-mentioned City of Abilene board.

Penni Zelinkoff
SIGNATURE

12-6-23
DATE



CITY OF ABILENE
BOARDS & COMMISSIONS
REAPPOINTMENT CONSIDERATION

Board Member: Matt Mead

Board Current Serving: Planning Commission

Address: 301 SE 2nd St Abilene, KS 67410

Phone: 620 482 1472

E-mail: mattmeadus@gmail.com

☒ I would like to be considered for another term on the above-mentioned City of Abilene board.

☐ I will not be seeking reappointment on the above-mentioned City of Abilene board.

Matt Mead
Signature

12/13/23
Date

**CITY OF ABILENE
BOARDS & COMMISSIONS
REAPPOINTMENT CONSIDERATION**

BOARD MEMBER: Jim Price

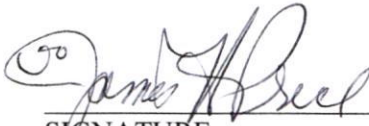
BOARD CURRENTLY SERVING: Airport Advisory

ADDRESS: 411 NE 7TH ABILENE KS

PHONE: 785 479 1088

EMAIL: trigacenter7075@shcglobal.net

I would like to be considered for another term on the above-mentioned City of Abilene board.


SIGNATURE

12-4-23
DATE

**CITY OF ABILENE
BOARDS & COMMISSIONS
REAPPOINTMENT CONSIDERATION**

BOARD MEMBER: Steve Cathey

BOARD CURRENTLY SERVING: Airport Advisory

ADDRESS: 313 N.E. 4th

PHONE: 785-280-2749

EMAIL: _____

I would like to be considered for another term on the above-mentioned City of Abilene board.

Steve Cathey
SIGNATURE

12-4-23
DATE

**CITY OF ABILENE
BOARDS & COMMISSIONS
REAPPOINTMENT CONSIDERATION**

BOARD MEMBER: Jeremy Gorman

BOARD CURRENTLY SERVING: Airport Advisory

ADDRESS: 1958-2670 Lane Chapman Ws

PHONE: 785-209-1120

EMAIL: Jeremy.Gorman@hotmail.com

I would like to be considered for another term on the above-mentioned City of Abilene board.


SIGNATURE

12-4-2023
DATE

**CITY OF ABILENE
BOARDS & COMMISSIONS
REAPPOINTMENT CONSIDERATION**

BOARD MEMBER: Corina Ryland

BOARD CURRENTLY SERVING: Sister city

ADDRESS: 611 N W 2nd St.

PHONE: (785) 280-1365

EMAIL: Cryland@abilene schools.org

I would like to be considered for another term on the above-mentioned City of Abilene board.

Corina Ryland
SIGNATURE

12-11-23
DATE

**CITY OF ABILENE
BOARDS & COMMISSIONS
REAPPOINTMENT CONSIDERATION**

BOARD MEMBER: Eric Anderson

BOARD CURRENTLY SERVING: Sister City

ADDRESS: 1108 N. Koney Street

PHONE: 816 509 8629

EMAIL: Cayusee@hotmail.com

I would like to be considered for another term on the above-mentioned City of Abilene board.

Eric A. Anderson
SIGNATURE

12-11-23
DATE

**CITY OF ABILENE
BOARDS & COMMISSIONS
REAPPOINTMENT CONSIDERATION**

BOARD MEMBER: Kevin Unruh

BOARD CURRENTLY SERVING: Sister City

ADDRESS: 909. N. BUCKEYE AVE.

PHONE: 785-280-0573

EMAIL: same

I would like to be considered for another term on the above-mentioned City of Abilene board.



SIGNATURE

12-11-23

DATE

**CITY OF ABILENE
BOARDS & COMMISSIONS
REAPPOINTMENT CONSIDERATION**

BOARD MEMBER: Kim McDowell

BOARD CURRENTLY SERVING: CVB

ADDRESS: 312 SW 2nd St - Abilene

PHONE: 785-263-0143 (office), 785-479-6885 (cell)

EMAIL: kr.mcdowell73@gmail.com

I would like to be considered for another term on the above-mentioned City of Abilene board.

Kim McDowell
SIGNATURE

12-19-2023
DATE

**CITY OF ABILENE
BOARDS & COMMISSIONS
REAPPOINTMENT CONSIDERATION**

BOARD MEMBER: Ross Boelling

BOARD CURRENTLY SERVING: CVB

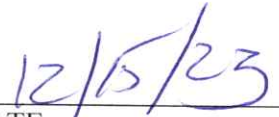
ADDRESS: 200 SE 5th Street - Abilene

PHONE: 785-263-1077 (office), 913-449-3066 (cell)

EMAIL: gm.asvrail@asvrr.org

I would like to be considered for another term on the above-mentioned City of Abilene board.


SIGNATURE


DATE



**CITY OF ABILENE
BOARDS & COMMISSIONS
REAPPOINTMENT CONSIDERATION**

Board Member: Nana Schell

Board Current Serving: Heritage Commission

Address: 813 N. Olive St., Abilene, Ks 67410

Phone: 785-479-1329

E-mail: abilene researcher@yahoo.com

☒ I would like to be considered for another term on the above-mentioned City of Abilene board.

☐ I will not be seeking reappointment on the above-mentioned City of Abilene board.

Signature Nana Schell

Date 20 Dec. 2023



CITY OF ABILENE
BOARDS & COMMISSIONS
REAPPOINTMENT CONSIDERATION

Board Member: Mary Burtzloff

Board Current Serving: Heritage Commission

Address: 702 N Cedar St, Abilene KS 67410

Phone: 913-558-2387

E-mail: cocoa1904@gmail.com

☒ I would like to be considered for another term on the above-mentioned City of Abilene board.

☐ I will not be seeking reappointment on the above-mentioned City of Abilene board.

Mary Burtzloff
Signature

12/21/23
Date

Proclamation

National Stalking Awareness Month Proclamation January 2024

WHEREAS, stalking is intentional harassment—a pattern of behavior directed at a specific person, causing that person to feel fear and endangerment for themselves or their family. The variation in stalking behavior ranges from hang-up phone calls to more direct threats toward a victim. The likelihood of injury increases when the stalking behavior escalates over time;

WHEREAS, under the laws of Dickinson County, Kansas, and *all* jurisdictions in the U.S., stalking is a crime;

WHEREAS, the majority of victims are stalked by someone they know, typically an ex-dating partner or acquaintance, and 3 in 4 women killed by an intimate partner had been stalked by that same intimate partner;

WHEREAS, the statistics do not represent the true incidence and prevalence of stalking for multiple reasons, including not all victims report the crime to law enforcement, and stalking is a tactic of domestic violence and sexual abuse, so it may not be reported as the primary form of abuse and victimization although the victim has experienced stalking along with other forms of abuse;

WHEREAS, many stalking victims are forced to protect themselves by relocating, changing their identities, changing jobs, and obtaining protection orders;

WHEREAS, many stalking victims lose time from work and experience serious psychological distress and lost productivity at a much higher rate than the general population;

WHEREAS, communities can better combat stalking by raising awareness, adopting multidisciplinary responses by teams of local agencies and organizations, and by providing more and better victim services; and

NOW, THEREFORE, the City of Abilene Commissioners do hereby proclaim January 2024 as National Stalking Awareness Month.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF ABILENE, KANSAS, ON THIS
THE 8th DAY OF JANUARY 2024.**

Attest:

Shayla L. Mohr, CMC, City Clerk

Abilene City Commissioner

Proclamation

National Slavery and Human Trafficking Prevention Month - January 2024

WHEREAS, millions of men, women, and children are victims of human trafficking, which is the second-largest and fastest-growing criminal industry in the world;

WHEREAS, human trafficking denies victims basic human dignity and freedom and is based on recruiting, harboring and transporting people through use of force, fraud, and/or coercion for the purpose of sexual exploitation or forced labor. It is a crime that can take many forms and tears at our social fabric, debases our common humanity, and violates what we stand for as a country;

WHEREAS, traffickers frequently target victims and then use violence, threats, lies, false promises, debt bondage, or other forms of control and manipulation to force victims to work against their will or to keep victims involved in commercial sexual exploitation.

WHEREAS the U.S. Justice Department has identified Kansas as an originating state for human trafficking, and most trafficking in Kansas involves local children;

WHEREAS, with improved victim identification, medical and social services, training for first responders, and increased public awareness, the victims who have suffered this cruel crime can overcome the bonds of modern slavery, receive protection and justice, and successfully reclaim their rightful independence; and

WHEREAS, the Domestic Violence Association of Central Kansas is joining forces with victim service providers, criminal justice officials, and concerned citizens throughout Central Kansas and the United States to observe **NATIONAL SLAVERY AND HUMAN TRAFFICKING PREVENTION MONTH**. Together, we commit to a society where our sense of justice tells us that united we can eradicate this wrong and continue to fight for human dignity and the rights of every person.

NOW, THEREFORE, the City of Abilene Commissioners hereby proclaim January 2024 as **NATIONAL SLAVERY AND HUMAN TRAFFICKING PREVENTION MONTH** and applaud the efforts of the many victim service providers, police officers, prosecutors, national and community organizations, and private sector supporters for their efforts in opposing human trafficking in all its forms.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF ABILENE, KANSAS, ON THIS
THE 8th DAY OF JANUARY 2024.**

Attest:

Shayla L. Mohr, CMC, City Clerk

Abilene City Commissioner



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, January 8, 2024

Session: Regular Meeting

Topic: Personnel Manual Changes

Department: Administration

Staff Contact: Shayla Mohr, City Clerk/HR Director

Background:

This resolution provides for an updated Employee Policies and Guidelines for City Employees.

All changes made are highlighted on the attached document and are updates to the existing policy.

There is also an attachment regarding the addition/updates of the Information/Cyber security section.

All changes have been approved by both City Manager Marsh and City Attorney Martin.

These changes will be retroactive to January 1, 2024.

Recommendation:

Approve Resolution 010824-1, A RESOLUTION AMENDING THE EMPLOYEE POLICIES AND GUIDELINES OF THE CITY OF ABILENE, KANSAS.

Fiscal Note:

Funding Source:

Section 8.5-Physical Fitness

It shall be the responsibility of each employee to maintain the standards of physical fitness required for performing all assigned tasks.

In those departments where the nature of the work requires unusual or extraordinary physical exertion, coordination or dexterity, under the guidance of a physician, appropriate physical fitness standards for each such classification shall be adopted. Such standards shall be adhered to by each employee serving in any such capacity.

Any employee may be required to submit to a physical examination when requested by the Department Director and approved by the City Manager. The cost of the physical examination shall be paid by the City and performed by a City-designated physician.

Annual fitness testing will be required for all full-time firefighters. Methods used for annual testing will be based on physical requirements to maintain quality job performance and approved by the Fire Chief.

Director.

12.1 Employment Classifications

To assist employees in determining their eligibility for City benefits, and the calculation of the accrual of such benefits, the City establishes the following employment classifications:

- FULL-TIME: Employees who work on a regular, continuing basis for not less than eight hours a day, or forty hours in a standard workweek of seven days (not less than 2,080 hours per year). Firefighters shall be considered full-time if they work on a regular, continuing basis for not less than 144 hours in their modified workweek of nineteen days (not less than 2736 hours per year).
- REGULAR PART-TIME: Employees who work not less than twenty hours in a normal full-time seven-day workweek, or not less than 1,000 hours per year on a continuing basis.
- NON-REGULAR, PART-TIME: Employees who work less than a normal full-time workweek and who are not scheduled on an annual basis. The actual hours of a non-regular, part-time position may vary during the year. Non-regular, part-time employees are not eligible for benefits. Students eighteen years of age and under working between academic terms shall be considered non-regular, part-time employees regardless of the number of hours worked.
- TRAINING/PROBATION PERIOD: Full-time or part-time employees must complete a three-month training/probation period. The employee's training period may be extended at the discretion of the City Manager. Firefighters and Police Officers must complete a minimum one-year training/probation period.

- **SEASONAL:** Employees who work on a regular, or continuing basis, but only during a specific “season” or portion of the year. The anticipated date of termination is usually known prior to commencement of employment.

TEMPORARY: Employees who are employed for temporary periods, so that they cannot be said to work on a regular, continuing basis. A temporary position may be created as a result of a federal or state grant of limited duration for a program or project, or to fill a position while a full-time employee is on leave. The anticipated date of termination or duration of employment is usually known prior to commencement of employment

14.1 Holiday Pay Policy

All full-time employees are eligible for holiday pay. For those days designated as off days or designated holidays, employees shall be paid wages equal to the wages they would have earned for the number of hours they would have been scheduled to work on that day. Full-time employees required to work on a designated holiday shall be paid for the total number of hours worked that day at their regular rate, in addition to the standard holiday pay.

Regular part-time employees are eligible for four hours of holiday pay for designated holidays.

Non-regular part-time, temporary and seasonal employees are not eligible for holiday pay. Non-regular part-time, temporary, and seasonal employees required to work on a designated holiday shall be paid for the total number of hours worked that day at their regular rate.

The City observes the following holidays:

- New Year’s Day (January 1)
- Martin Luther King, Jr. Day (Third Monday in January)
- President’s Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veteran’s Day (November 11)
- Thanksgiving (Fourth Thursday in November)
- Friday following Thanksgiving
- Christmas Eve (December 24)
- Christmas (December 25)

The City-designated holidays which occur during an employee’s pre-scheduled paid time off shall not be counted against the employee’s accrued paid time off. Holidays that fall on a Saturday or Sunday will be recognized the preceding Friday or following Monday.

13.5 Overtime

Overtime shall be allowed when an emergency exists, or overtime is necessary to carry out essential services of the City. Employees may occasionally be required to work overtime to meet the demands of customers. Non-exempt employees are eligible for overtime pay for work beyond forty hours per workweek except: (1) fire department employees are eligible for overtime pay for work beyond 144 hours in a nineteen-day work period; and (2) police department employees are eligible for overtime pay for work beyond 160 hours in a 28-day work period. Exempt employees, as defined by the Fair Labor Standards Act, are not eligible to receive overtime pay.

Employees shall receive authorization by the employee's supervisor before it is performed. Supervisors shall limit overtime for periods when an emergency exists, or overtime work is necessary to carry out essential services of the City as assigned by the employee's immediate supervisor or Department Director. It is the employee's responsibility to accurately record and submit record of any overtime worked. Working overtime without prior authorization may subject an employee to discipline, up to and including termination.

In accordance with the Fair Labor Standards Act (FLSA), the City of Abilene will grant employees compensatory time off in lieu of compensation for hours worked in excess of 40 hours a week, or other permissible work schedules for law enforcement, firefighting, emergency management, and other employees. Compensatory time will be accrued at time and one-half **and cannot exceed 120 hours at any time during the year**, based on the time and one-half accrual rate for hours worked in excess of 40 hours a week. ~~Any compensatory time that is not used by the end of the calendar year will be paid out to the employee.~~ **Exempt employees, as defined by the FLSA, are not eligible for compensatory time.**

Compensatory time must be used before vacation time. Department Directors are responsible for managing their employees' use of compensatory time and that it is being used throughout the year.

Employees may carry over a maximum of 60 hours from one year to the next. Hours in excess of 60 will be paid out to the employee.

In the event any portion of the policy is interpreted to conflict with the Fair Labor Standards Act or its regulations, the conflicting portion shall be struck, and the remainder of the policy shall continue in full force and effect.

The City Manager may periodically request an audit of overtime and compensatory time to ensure that it is being used according to the policy and any applicable guidance memoranda.

14.4 Shared Leave

If an employee or an employee's immediate family member suffers a serious illness, injury, or impairment that is likely to cause the employee to take leave without pay or terminate

employment, other employees may donate their leave time to the employee through the Shared Leave program.

Coverage. Shared leave may be granted to a full-time employee if the employee has exhausted or will exhaust all eligible paid leave, including sick leave, vacation, compensatory time and/or other forms of paid leave.

Shared leave is not available for minor conditions that are not serious, extreme, or life-threatening or that do not cause the employee to take leave without pay or terminate employment.

The City Manager may deny requests for shared leave made by an employee with an unsatisfactory attendance record or a history of leave abuse.

If the employee receives workers' compensation, long-term disability payments or both, the employee is not eligible to receive shared leave.

Duration. Shared leave is meant to cover only the duration of the current illness or injury for which it was collected, up to a maximum of six months from the date the employee begins using shared leave, if the employee qualifies for Kansas Public Employees Retirement System (KPERS) long term disability. If the employee does not qualify for KPERS long-term disability payments after six months of shared leave, and the illness, injury, impairment, or physical or mental condition still exists, the employee can then request more shared leave for up to an additional six months at the discretion of the City Managers review of the request.

Shared leave may only be applied retroactively if the shared leave start date is prior to the approval date. Otherwise, all donated leave must be applied to the current pay period or to future pay periods while the employee is on shared leave.

If an employee returns to work with too little shared leave to cover the period of absence, the employee has thirty days in which to obtain additional donated leave to be applied only to the two pay periods prior to return to work. The Human Resource Director must receive written notification of each instance on retroactive application of shared leave.

Request Procedures. Employees shall follow these procedures in requesting shared leave:

1. The employee completes the Shared Leave Request Form from the Human Resource Director.
2. The employee obtains appropriate medical documentation from the employee's (or family member's) physician.
3. The Human Resource Director reviews the request to determine whether the employee has:
 - a. Exhausted or will exhaust all forms of paid leave (sick, vacation, compensatory time and/or other forms of paid leave);
 - b. At least three (3) months of continuous service; and
 - c. A satisfactory attendance record.

- d. The City Manager may authorize a shared leave request in a non-qualifying situation.
4. If the request is for the care of a family member, the Human Resource Director will determine if the relationship meets the eligibility requirements. Eligible family members include immediate family. Immediate family is defined for sick leave benefits as an employee's spouse, children, parents, brothers, sisters, grandparents or in-laws.
5. The Shared Leave Request will be reviewed by the City Manager, Department Director and Human Resource Director. If the Shared Leave Request is approved, a copy will be forwarded to the employee. If the request is denied, a copy will be forwarded to the employee. The request may be denied if the employee has a history of sick leave abuse.

Donation Procedures. Employees shall follow these procedures in donating shared leave:

1. Employee Donations: Donations must be made in writing on the Shared Leave Donation Form.
2. Employees donating sick leave must have a sick leave balance of at least 480 hours (sixty (60) days) after the donation is made.
3. Employees may make multiple donations during a particular approved occurrence as long as the leave balance level requirements are met. Each donation must be made on a new form and must be approved separately.
4. Donations may be made to an employee in another department.
5. Donations must be made in full hour increments.
6. Any donated leave not used by the requesting employee will be placed in a "shared leave bank" for future approved requests.

Departmental Notification: Each department will be notified of a request for shared leave.

Record Keeping. The Human Resource Director will be responsible for processing shared leave requests, donation forms and leave balance adjustments. All required forms are available from the Human Resource Director.

The Human Resource Director will be responsible for calculating the prorated amount of unused shared leave and crediting it back to the "shared leave bank", in increments of not less than full hour increments based on the original amount and type of donated leave.

Employees leaving City employment may designate any balance of their personal sick leave remaining to be donated to the "shared leave bank".

15.10 Kansas Police and Firemen's Retirement System (KP&F).

All police and fire personnel are required, as a condition of employment, to become members of the KP&F retirement system. This system provides retirement and disability benefits as prescribed by state statute. Employees contribute a percent of their gross

salary and that contribution is matched by a variable City contribution based on a state prescribed formula.

All KP&F members eligible for full retirement have the option of participating in the Deferred Retirement Option Program (DROP). This benefit allows eligible members to keep working while their monthly benefit accumulates in a DROP account. They receive their salary and their DROP account grows each month while they work. Members can chose to work another three, four or five years. When they retire, they receive their DROP account balance and begin receiving their monthly retirement benefit.

SECTION 18: TRAVEL REIMBURSEMENT POLICY

18.1 Authorization to Travel

Prior to making any travel arrangements, employees must complete a Travel Authorization Form requesting approval for the employee to travel outside the scope of routine local travel. Department Directors must approve any member of their department's travel. The City Manager must approve any travel by a Department Director. It shall be the responsibility of the Department Director to ensure funds are available before authorizing a travel request. Upon reservation and registration at hotels and conferences, confirmation numbers and phone numbers should be added to the authorization in case of cancellations or emergencies.

18.2. Reimbursable Travel Expenses

Travel payments and expenses are for business-related activities only, such as events, meetings and training. Any use of City funds for the purpose of travel shall strictly adhere to the guidelines set forth within the Purchasing Policy. Employees are required and expected to secure the most economical means of travel, balancing cost, travel time and work requirements.

18.3 Transportation.

All travel with a City vehicle beyond Dickinson County must be pre-approved by the Department Director or City Manager. When possible, it is the intent of the City to require a City vehicle to be used for all travel. The City Manager or Department Director may grant exceptions for cause. If a personal vehicle is used for approved travel, the City will reimburse for mileage at the current IRS rate. Mileage will be calculated using the

default address-to-address route suggested by Google Maps at www.google.com. Additional transportation expenses, including but not limited to airfare, rental cars, taxis, and mass transit when necessary, are reimbursable upon prior approval by the Department Director or City Manager. Mileage and expenses are payable upon return and by submitting a claim to the Finance Director. The claim must include the addresses used to calculate miles, the reason for the trip, the dates of travel, receipts, if applicable, and verification of prior authorization. Employees are responsible for all fines related to parking or traffic citations issued while traveling on City Business.

18.4 Meals and Lodging

Meals will be reimbursable for non-overnight travel if the employee is outside Dickinson County during the employee's normal working hours. All travel requiring an overnight stay must be approved by the Department Director or City Manager. All approved conferences, training, and lodging expenses are to be pre-paid by the City when possible. For travel overnight and non-overnight as defined, expenses incurred for transportation, lodging and meals not otherwise included as part of the conference or training may be expensed on the employee's City purchase card. Service tips beyond the standard and alcohol purchases are prohibited and not approved for reimbursement. Employees may also use personal means to pay for lodging, travel or meals and request reimbursement with a receipt upon return. Entertainment and any other auxiliary services are not reimbursable or approved purchases.

The IRS requires employers to include fringe benefits in an employee's gross income reported on form W-2. Fringe benefits defined by the IRS include certain payments of meal allowances and other expenses incurred during non-overnight travel or subsistence payments exceeding IRS established maximum reimbursement rates. (Non-overnight travel is considered to be travel where no lodging expense is incurred.) These fringe benefits generally must be paid through the payroll process and are subject to withholding of applicable contributions and taxes. However, the IRS allows for infrequent meal money provided to an employee, to enable the employee to work overtime, to be considered a "de minimis" fringe benefit and be excluded from reportable income.

18.5 Conference Fees and Business-Related Expenses

Every effort should be made to take advantage of early registration or group rate discounts for conference and registration fees. Business-related expenses incurred while on City travel are approved for reimbursement at the discretion of the Department Director.

18.6 Emergency Protocol

In case of trip cancellations, all pre-booked reservations and registrations should be canceled, if possible, within the allowed cancellation period. If the employee is unable to make cancellation arrangements, it will be the responsibility of the Department Director or Human Resource Director to notify and cancel the reservations and registrations. The employee is responsible for always carrying the City of Abilene-issued ID badge. The employee is responsible for reporting accidents or injuries in accordance with the Employee Policy and Guidelines.

Employees found in violation of any part of the Travel Policy may be subject to discipline pursuant to the City's Personnel Policy.

SECTION 10: INFORMATION SECURITY

10-1 PURPOSE

This policy is to provide guidelines and standards for information and cyber security including acceptable use of City-owned equipment, email and internet use, security incident response, access control and the use of social media.

10-2 DEFINITIONS

Artificial Intelligence (AI): The ability of a computer or computer-controlled robot to perform tasks commonly associated with intelligent beings.

Blog: A self-published diary or commentary on a particular topic that may allow visitors to post responses, redactions, or comments. Content: Any text, metadata, QR codes, digital recordings, videos, graphics, photos, and links on approved sites.

Security Incident (“Incident”): A violation or imminent threat of violation of computer security policies, acceptable use policies or standard security practices.

Cyber Security: A subfield of information security (i.e. domains, cloud, network and critical infrastructure security) that focuses on preventing, detecting and responding to cyberattacks and unauthorized access to information stored or transmitted in computer systems and networks; using tools such as firewalls, antivirus software and intrusion detection systems.

Employee: Elected officials and personnel appointed to a position (regular, temporary, or volunteer) of service with the City.

Employer: The City of Abilene

Event: Any observable occurrence in a network or system.

Incident Response: The mitigation of violations of security policies and recommended practices.

Information Security: That state of being protected against the unauthorized use of information, especially electronic data, or the measures taken to achieve this using controls such as encryption, authentication and access control.

Information Technology (IT): The use of systems (especially computers and telecommunications) for storing, retrieving and sending information.

Malware: A virus, worm, Trojan horse, or other code-based malicious entity that successfully infects a host.

Multi-Factor Authentication (MFA): A method of verifying the identity of a user by requiring two or more pieces of evidence.

Page: The specific portion of a social media website where content is displayed and managed by an individual or individuals with administrator rights.

Post: Content that an individual shares on a social media site or the act of publishing content on a site.

Profile: Information that a user provides about himself or herself on a social networking site.

Public Record: Any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.

Social Engineering: An attempt to trick someone into revealing information (i.e. a password) that can be used to attack systems or networks.

Social Media: Websites and applications that enable users to create and share content or to participate in social networking. (i.e. Facebook, Twitter, Instagram, LinkedIn, etc.)

Social Media Representative: A City of Abilene employee who has been trained in the Social Media Policy and who has been designated to establish and/or maintain a social media account on behalf of their department. A representative must be identified before the City department can use social media. Examples include but are not limited to: forums; weblogs; wikis; social networking, communication, and bookmarking sites; podcasts; photo or video sharing sites; and real-time web communication sites/systems.

Threat: The potential source of an adverse event.

Vulnerability: A weakness in a system, application or network that is subject to exploitation or misuse.

10-3 ELECTRONIC DEVICE(S)

The use of the City's information technology systems including computers, laptops, fax machines, mobile devices, tablets and all forms of internet access, are City resources and are provided as business communication tools and is intended for City business and is to be used for authorized purposes only. Use of City computers and IT shall be for lawful purposes only. While online gambling, including "fantasy" sports leagues is legal, gambling on City time/property is a violation of City policy.

All technology equipment purchases must be pre-approved by the Finance Director to ensure compatibility with other network resources.

It is a violation of the City's policy for any employee, vendor or person to install hardware/software or remove hardware/software from City-owned technology equipment or attach unauthorized equipment to the City's network including game systems, computers or any device without prior approval from the City Manager or Finance Director.

Each user of the City's network must have a unique login username and password. Each user will be required to use multi-factor authentication. It is a violation of the City's policy for any user including the system administrator and supervisors to use electronic mail and computer systems for purposes of satisfying idle curiosity about the affairs of others, with no substantial business purpose for obtaining access to the files or other communications of others. Employees may not attempt to read the communications of others, "hack" into other systems or other

people's logins, "crack" passwords, give others their password or leave their password exposed to public access, breach computer or network security measures, monitor electronic files or communications of other employees or third parties.

Transmission or downloading of harassing, threatening, rude or obscene material (as defined by U.S. or local law) is prohibited. Likewise, prohibited is the transmitting, storing or retrieving of any communications of a discriminatory nature, any material which is derogatory to any individual or group, "chain letters" or any other purpose which is illegal contrary to City policies, or which might adversely affect the well-being of the City or its citizens.

Employees should not have any expectation of privacy regarding any files they create on, or transfer to, their assigned City computer or equipment. In addition, internet use and electronic mail should not be considered private. Any electronic information, images or other data (including electronic mail, internet, files and documents) obtained through or available on the City provided computer systems or networks is the property of the City of Abilene and considered public information and is subject at any time to inspections, control and disposition by Department Directors or the City Manager.

The City of Abilene reserves the right to inspect, monitor, retain or use the contents of any equipment, files, calendars, electronic mail, voicemail, internet site records or bookmarks if deemed necessary and appropriate. This information can be disclosed to management, law enforcement agents, and other authorized parties with a bona fide need-to-know. This may be done without prior consent of the sender or receiver. Employees may not, without City permission, lock or password-protect any document or electronic transmission on the City system.

Whenever an employee leaves the City or is terminated, the individual's access will immediately be disabled. Passwords will be changed for all areas previously accessible by the employee to ensure the City's information and equipment remain secure.

10-4 CITY CELL PHONES

The City understands employees have a legitimate need for mobile communications. Employee requests for cellular phones must be submitted to the City Manager's Office for review. City-owned cellular phones should be used primarily for City government business and must be used in compliance with all applicable City policies. However, incidental personal use is acceptable for employees who are required to carry a City-owned cellular phone on a routine basis.

When at all possible, employees shall refrain from placing cellular calls or using a cellular phone while driving a City vehicle. If a cellular phone is to be used while driving, the following rules shall be followed:

- Immediately determine if the vehicle can be safely driven off the road and parked in an appropriate location for the remainder of the conversation.
- Never take notes, look up phone numbers, look away from traffic or be distracted in any way while driving.
- Never send or read text messages.
- Immediately suspend any call if driving in heavy traffic or hazardous weather conditions.

When the monthly detail billing is received from the provider of service, it will be audited by the Financial Director. All Department Directors will audit their phones exceeding allocated minutes. The Department Director will have the responsibility to determine if the exceeding minutes are due to after-hour call-out time or personal usage. Personal usage charges will be paid by the tenth of the following month or they will be withheld from the next payroll. Charges for roaming and long distance will not be paid by the City unless they are related to City usage. Either the City Manager, Human Resources Director, or Department Director has the right to call any number previously called by the phone.

The City will make the initial purchase of any cell phones, but it is the responsibility of the individual to maintain the equipment in good repair while in their possession. The City does not maintain insurance policies on its cell phones. Employees should report damaged or lost equipment to their Department Director and Finance Director as soon as possible. The City will bill damaged or lost equipment to the individual who was using the equipment when the equipment was lost or damaged.

10-5 ELECTRONIC MAIL

This policy establishes guidance for the acceptable use of the City-provided electronic mail (“e-mail”). This policy applies when the users are on the City’s premises using the City equipment, off the City’s premises logging into the City servers, or using the City information off the Internet or by other means.

Use of e-mail is encouraged where it is suitable for business purposes, supports the goals and objectives of the organization, and is consistent with the employee’s job responsibilities. E-mail is a valuable corporate resource and must not be used for personal gain, including solicitation of non-City business or illegal activity. Using a reasonable amount of City resources for personal e-mails is acceptable, but non-work-related e-mail shall be saved in a separate folder from work-related e-mail and not stored on City servers.

All e-mail use that is inconsistent with this Electronic Mail Use Policy is subject to disciplinary action, up to and including termination. Using the City’s e-mail system for the following activities, although not an exhaustive list, is expressly prohibited:

- Engaging in illegal activities, such as harassing other users or sending unsolicited “spam” e-mail.
- Transmitting messages with derogatory or inflammatory remarks about an individual or group’s race, religion, national origin, age, physical attributes, or sexual preference.
- Intentionally spreading computer viruses or other destructive information.
- Accessing or distributing threatening or obscene material.
- Maliciously disrupting e-mail access.
- Attempting to gain unauthorized access into any computer account or system.
- Using resources to destroy data belonging to the City or any other organization or individual.

Employees who receive any e-mails with this content from any City employee should report the matter to their supervisor immediately.

The City seeks to prevent harm to its reputation as a result of improper employee e-mail usage. The general public may view e-mail that originates from an account containing the name “the City” as an official statement from the City and not the statement of an individual employee. As a result, certain e-mail content and subject matter should be limited to the extent possible. All employees sending e-mails must carefully avoid using profanity or discussing controversial topics such as sexuality, racial issues, or other topics not in keeping with the professional image of the City. Employees should use their own personal e-mail addresses when sending or receiving information of a questionable nature, and these communications should not take place on City property or during City time.

All e-mail users are strictly accountable for the accuracy and appropriateness of links and information available from the Internet/Intranet sites. All e-mail users assume personal liability for any and all violations committed while using the City’s e-mail system.

10-6 SOCIAL MEDIA

Social media platforms must comply with applicable federal, state, and city laws, regulations and policies. This includes adherence to established laws and policies regarding copyright, public records, records retention, First Amendment rights, privacy and security laws, and conduct policies established by the City of Abilene. The best, most appropriate uses of social media platforms for the City of Abilene fall into two general categories: as channels for disseminating time-sensitive information as quickly as possible (i.e., emergency information); and as marketing or promotional channels which increase the City’s ability to deliver its messages to the widest possible audience.

Each Department Director will designate at least one Social Media Representative for the department, who is responsible for providing and updating content and information posted on the social media site(s) pursuant to policies set forth. It is the responsibility of Social Media Representatives to read and adhere to relevant policies, maintain archival data, maintain current accurate information via City social media platforms, and ensure that the City is being appropriately represented. It is the responsibility of Department Directors or designees to enforce this policy, to ensure that relevant City standards are met, and to ensure that the use of social media platforms meets the City’s business needs. It is also the responsibility of Department Directors or designees to review and make decisions regarding the approval and distribution of information on social media platforms.

All requests for official City of Abilene social media sites are subject to review and approval by the City Manager. To request a new social media site, a Social Media request in writing must be submitted to the City Manager.

Typically, a Terms of Service (TOS) agreement is associated with the use of third-party social media tools. Each social media site usually requires users to accept a TOS agreement specific to that site. In order to avoid violations, the Social Media Representative in conjunction with the City Attorney will:

1. Review the most current TOS prior to implementing any new social media site.
2. Review significant amendments made to the TOS for any sites currently used by the City, to determine whether these amendments contradict City policy.
3. If the TOS appears to contradict City policy, the Social Media Representative will notify the City Manager, who will determine whether the use of such social media site is appropriate.

Each Social Media Representative authorized to access and update a social media site must have a unique user account. Multiple Social Media Representatives will not share a generic login, and Social Media Representatives may not share their login or passwords with other staff members, volunteers, or others who update the social media site. Upon separation of the Social Media Representative, the Department Director or City Manager will be responsible for changing the login and password. Each social media user account will be set up in conjunction with an official City e-mail account for the purposes of privacy, security, and records retention. The Social Media Representative for each department will maintain a list of all City social media sites, logins, and passwords. As needed, she/he may create administrative user accounts to enable the City to change account settings and to immediately add, edit, or remove content from social media sites.

The official Website of The City of Abilene (www.abilenecityhall.com) will remain the City's primary and predominant internet presence. Language Content provided by the City on social media sites should avoid the use of abbreviations, jargon, acronyms, or slang iterations. Although social media sites are often more casual than other communication tools, they still represent the City and should maintain a professional image. The City's social media sites will use approved names, official titles, and the official City logo in the header/main page whenever possible. Equal Access Social Media sites requiring membership or subscription to view content should be avoided. Security settings should be as open as possible to allow the public to view content without requiring membership or login

A social media platform, like any communication resource, must be updated regularly to ensure the information provided is current, accurate, and useful. Social Media Representatives are responsible for maintaining social media sites by viewing and updating them as necessary and appropriate. As a general rule of thumb, social media site content should be updated at least once per week. Commenting and Discussions Commenting and/or discussion boards are prohibited unless approved by the City Manager.

Users of the City's social media sites shall be notified that the intended purpose of the site is to serve as a mechanism for communication between City departments and members of the public. All social media sites must include a general disclaimer regarding public records and external links.

All City of Abilene presences on social media platforms are considered an extension of the City. Approved Social Media Representatives are permitted to access and maintain approved City social media accounts during regular work hours and/or using City equipment. Employees representing the City via social media platforms must conduct themselves at all times as representatives of the City of Abilene. Employees who fail to conduct themselves in an appropriate manner are subject to the disciplinary procedures outlined in applicable. When posting information on the City's or another agency's social media site, the Social Media Representative must identify themselves by full name, title, agency, and contact information, and shall address issues only within the scope of their specific authorization. All content posted by the Social Media Representative on the City's social media sites should be true and not misleading and all claims should be substantiated. In the event inaccurate information is posted on the City's social media sites it should be removed as soon as discovered and a public correction should be made. If employees exchange information on the City's or another agency's social media site but are not authorized to speak on behalf of the City, they must clarify that they are presenting information on their own behalf and that they do not represent the position of the City.

Any public records created through the use of social media platforms are subject to State and Local public records laws and records retention requirements. Each City-sponsored social media site must clearly indicate that any articles or other content posted or submitted for posting are subject to public disclosure laws. An original record is created

when unique information related to City businesses is posted on social media sites, which are not provided via the City's official website or in another format, and are, therefore, subject to the Public Records Act and records retention requirements. Examples of original records that may be created through use of social media sites include, but are not limited to a. Account information (user names, passwords, etc.); b. Listings of social media site 'friends,' 'followers,' 'fans,' etc.; c. Information posted to social media sites that was not first provided via the City's official website, press release, or other format. All social media content with public records value must be maintained for the minimum required retention period in an easily accessible format that preserves the integrity of the original record to the extent possible. The Social Media Representative should refer to the most recent versions of the Kansas State approved Records Retention Schedules for applicable records retention requirements. In general, the majority of content provided by the City on social media sites must be retained for at least two years. Various methods may be employed to retain public records created on social media sites. Options include: a. Archiving Software/Service: The City may use software or service designed to capture content from social media sites for retention and retrieval; b. E-mail: Updates, comments and account change notifications are sent to a City email account created for this purpose and retained as described in this section; c. Website Capture: Web capture tools may be used to capture snapshots of City's social media sites in their native format, such as the Washington State Digital Archives website capturing program; or d. PDF Format: Staff may convert social media pages to PDF format, and the PDF files saved for retention purposes. This option retains the content and formatting (look and feel) of the original web page.

Employees should not include personally identifiable information about themselves or others, such as Social Security Numbers, personal phone numbers, email addresses, or home address via official City social media sites. As a security measure, Social Media Representatives shall not use the same password used in their personal accounts as the City's password. Employees may not post any content involving or related to any of the following: a. Items that are involved in litigation or that could be involved in future litigation; b. Violates copyright license agreements; c. Promotes or advertises any political campaign or ballot measure; d. Can be used for or to promote any illegal activity; e. Promotes or solicits for an outside organization or group unless authorized by the City Manager; f. Defamatory, libelous, combative, offensive, disparaging, demeaning, or threatening materials related to any person or group; or g. Personal, private, sensitive or confidential information of any kind.

10-7 INCIDENT REPORTING

The Department Director or City Manager must be immediately notified if any of the following occur:

- Sensitive City information is lost, disclosed to unauthorized parties, or suspected of being lost or disclosed to unauthorized parties.
- Unauthorized use of the City's information systems or equipment has taken place or is suspected to have taken place.
- Passwords or other system access control mechanisms are lost, stolen or disclosed or suspected of being lost, stolen or disclosed.
- Any unusual system behavior, such as missing files, suspicious emails, frequent system crashes, misrouted messages, etc.

10-8 VIOLATION OF POLICY

Employees shall be subject to immediate discipline for violating the City's Information Security Policy. Employees who learn of any misuse of software or related documentation within City operations shall immediately notify their Department Director, or the City Manager.



EMPLOYEE POLICIES AND GUIDELINES

ADOPTED

March 9, 2020

Resolution 030920-1

AMENDMENTS

January 24, 2022

Resolution 012422-1

January 1, 2023

Resolution No. 121222-2

January 1, 2024

Resolution No. 010824-1

WELCOME TO THE CITY OF ABILENE

As an employee of the City of Abilene, you are joining other qualified employees with the mission to deliver excellent service to our customers – the citizens, businesses, and visitors of Abilene. It is our goal to attract and retain the best employees. We strive to provide competitive pay and benefits, and support to facilitate success of our organization and employees. We recognize that high employee morale and a positive work environment is essential to a culture of excellence and thus we invite every employee to do their part to make our organization and city better.

The City of Abilene strives to be a dynamic organization driven by clearly defined values, principles, and philosophies that officials and employees exemplify to both internal and external customers. In the pursuit of providing quality service to our citizens, our city organization is committed to the following core values. We will approach each task, each customer, and each day as an opportunity to serve our community, our team and our customer in a positive helpful way which upholds our values, principles, and philosophies.

Accountability – We are responsible for our own behavior and actions. The responsibility for providing service for both internal and external customers starts with each employee. Accountability means taking ownership individually for your own attitudes, behaviors and actions. It also means taking ownership of the organization as a team of employees, workgroups, and departments.

Customer Satisfaction – We believe that customers deserve service that is provided in a timely and thorough manner. We place a high value on following up and following through to completion with plans, projects, programs, and to inquiries and service requests from our citizens and fellow employees.

Communication – We value and expect the open and honest sharing of ideas, concerns, and problems at all levels of our organization. Quality customer service requires a free-flowing exchange of information and the clear and effective written and oral expression and presentation of ideas and factual information throughout the organization and with our customers.

Compassion – We believe that the concerns of our citizens and fellow employees are important. We believe it is important to listen carefully to others to fully understand their views before making decisions or conclusions, to appreciate and be sensitive to the feelings and needs of others, and to measure our own impacts on others. We will have respect and consideration for one another even if we dislike or disagree with each other.

Consistency – We strongly value fair and equal implementation of city services and policies to our customers of all ages, genders, cultural, and socioeconomic groups. We believe our policies and procedures should be implemented in a fair and equitable manner throughout our organization and community.

Creativity – We value new and improved ways to provide quality customer service. We applaud critical thinking and suggestions for improvement in programs and services from all people who are involved with providing and supporting city services – elected and appointed officials, employees, public, and associates.

We believe that the best ideas surface when our employees, boards and commissions, and our citizens are encouraged to generate new ideas and create new opportunities in a risk-free environment.

Empowerment – We believe employees should be provided sufficient freedom to creatively and effectively make decisions necessary to resolve issues and improve customer services. However, as City employees we must make these decisions within our legal authority and within City policies. We value motivation, initiative, and taking action to provide the highest quality of customer service, in a risk-free environment. We also value employees who empower the people in our community, businesses, neighborhoods, and other organizations to maximize their potential in an effort to improve our city.

Governmental Responsibility – We are proud of what we do for the public. As a government, our work is guided by elected officials. While politics play an important role in choosing our leaders and charting our priorities, politics will play no role in choosing how we treat people.

Honesty – We value people who are honorable in principles, intentions, and actions, and who are ethical and fair. We value truthfulness and credibility.

Learning Organization – The City strives to be a learning organization, meaning that we value constant improvement and adaptation of the organization to keep up with a rapidly changing world. Value is placed on continuous learning as a team such that the organization is able to anticipate change and transform itself to meet current and future demands.

Personal Growth – We value employees who strive to grow and learn continuously making the team and themselves more effective. Employees are encouraged to seek skill development and personal growth outside of work in addition to any available or required training within the job.

Professionalism – We value education, training, and personal attitudes that support the development, maintenance, and advancement of a competent customer-friendly oriented work force.

Respect – We value treating fellow employees and all members of the public with respect and courtesy.

Responsiveness – We value being responsive to our customers both internally and externally, meaning that we will strive to return phone calls, emails, and inquiries generally within two business days. This doesn't mean that answers have to be provided, but the customer knows they haven't been ignored.

Self-Initiative – We value employees who take action to resolve issues and customer service problems in a proactive manner. We believe that all our employees, with their individual work styles and perspectives, are important resources for identifying and providing solutions, and performing and improving customer service.

Teamwork – We are all part of the same team with the same goals and objectives. We shall accept and work towards those goals as part of the team even though we may not personally agree with every aspect. We shall accept and collaborate with other members of a team regardless of our personal feelings toward them.

Vision – We have a responsibility to positively affect the future for our citizens by what we do today. We value planning for our tomorrow to make a better community for those who follow us.

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SECTION 1: INTRODUCTION

The purpose of this Handbook is to provide employees with an overview of the City of Abilene's ("City") policies, goals, rules, and employment practices that apply to all employees. Please read it thoroughly and retain it for future reference. Please discuss any questions you have regarding the information within this Handbook with your Department Director or the Human Resources Director.

These policies are presented for informational and guidance purposes only. Most employees are considered at-will employees and do not have individual, written contracts for specific, fixed terms. "At-will" means that you or the City may terminate the employment relationship at any time, with or without cause or reason and with or without advance notice. The City's policies are not intended to constitute a contract of employment, either expressed or implied, between you and the City. Accordingly, this Handbook shall not and should not be interpreted or construed as an employment contract between you and the City.

This Handbook only applies to the City's employees and supersedes and replaces any handbooks and memoranda that the City previously issued on subjects covered in this handbook. The plans, policies, and procedures described herein are those in effect as of the publication date as provided on the cover of the Handbook.

The City reserves the right, in its sole discretion, to alter, amend, delete, supplement, terminate, and/or change, at any time and without advance notice, any of its policies, including those covered in this Handbook, in whole or in part. No one other than the City Commission has the authority to implement or change policies. No supervisor, manager, agent, or employee of the City has authority to change or implement policies inconsistent with this Handbook. New or revised policies shall be effective on dates determined by the City and shall remain in effect until the City gives notice to the contrary.

The City shall notify employees of any revisions to this Handbook and its policies. Methods used to accomplish this notification may include, but are not limited to, the following: paycheck inserts, employee newsletters, memoranda, postings on City bulletin boards, announcements at employee meetings, or e-mail distribution. The City will maintain an up-to-date version of this Handbook on its website at all times. Employees may keep a copy of the Handbook for reference but should be responsible for maintaining a current version with revisions; employees should not rely upon amended, superseded, or deleted policies.

Some of the subjects described in this Handbook are covered in detail in official policy documents. Employees should refer to these documents for specific information, since this Handbook only briefly summarizes those benefits.

SECTION 2: CHAIN OF COMMAND

As provided by Kansas Statutes, an individual member of the City Commission is forbidden from directing the conduct of any department of the City except at the expressed direction of the entire City Commission. Thus, it is only through the policy direction of the City Commission as a whole and through the City Manager that the administrative affairs of the City shall be conducted.

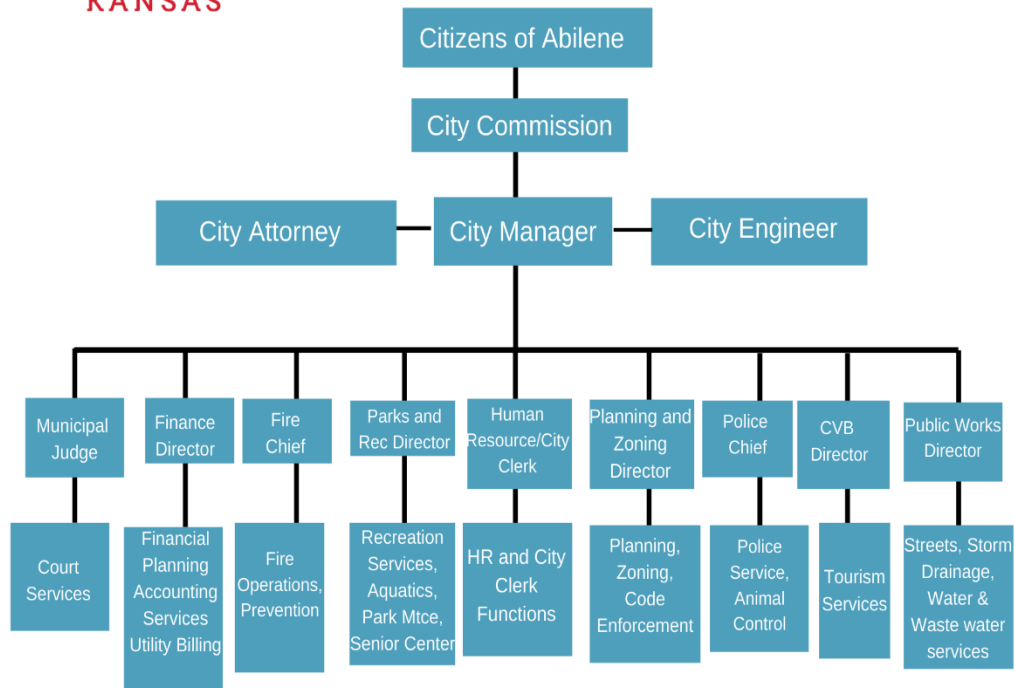
The chain of command is the organizational structure established for the operation and supervision of all departments. In order to avoid confusion, misunderstanding, and oversight, all communications, orders, requests and recommendations must be channeled through this chain. Managers at every level cannot carry out their responsibilities and perform effectively without an appreciation for and observation of these processes.

Employees have the right to contact and confer or correspond with members of the City Commission on any subject so long as it does not interfere with or undermine the assigned work of a department of the City.

The overall organization structure is illustrated by the City's organizational chart. Within each department are supervisory and non-supervisory employees.



City of Abilene Organizational Chart



2-1 CODE OF ETHICS

The following Code of Ethics shall apply to all elected and appointive officers and employees of the City. Violation of the Code of Ethics constitutes a Code violation which may be prosecuted before the municipal court and subject to disciplinary action as provided herein. (Ordinance 2991 08/03)

(a) Declaration of Policy. The proper operation of our government requires that public officials and employees be independent, impartial and responsible to the people; that governmental decisions and policy be made in the proper channels and that the public have confidence in the integrity of its government. In recognition of those goals, there is hereby established the Code of Ethics for all officials and employees, whether elected or appointed, paid or unpaid. The purpose of this Code of Ethics is to establish ethical standards by setting forth those acts or actions that are incompatible with the best interests of the city.

(b) Responsibility of Public Office. Public officials and employees are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the United States Constitution and the Constitution of the State of Kansas and to carry out impartially the laws of the nation, state and city and thus to foster respect of all government. They are bound to observe in their official acts the highest standards of morality and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the long-term public interest must be their primary concern. The official as well as private conduct of all officers and employees, particularly elected and appointive officers, has consequences for the level of trust citizens have in the honesty and integrity of the city government. Consequently, conduct in both official capacities and private affairs must be above reproach.

(c) Dedicated Service. All officials and employees of the City should be responsive to the political objectives expressed by the electorate and the programs developed to attain those objectives. Appointive officials and employees should adhere to the rule of work and performance established as the standard for their positions by the appropriate authority. Officials and employees should not exceed their authority or breach the law or ask others to do so, and they should work in full cooperation with other public officials and employees unless prohibited from doing so by law or by officially recognized confidentiality of their work.

(d) Interest in Appointments. Canvassing of members of the City Commission, directly or indirectly, in order to obtain preferential consideration in connections with any appointment to the municipal service shall disqualify the candidate for appointment, except with reference to positions filled by appointment by the City Commission.

(e) Use of Public Property. No official or employee shall request or permit the use of City-owned vehicles, equipment, materials or property for personal convenience or profit, except when such services are available to the public generally or are provided as City policy for the use of such official or employee in the conduct of official City business.

(f) Obligations to Citizens. No official or employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.

(g) Conflict of Interest. No elected or appointive City official or employee, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his or her duties in the public interest or would tend to impair his or her independence of judgment or action in the performance of his or her official duties or which can reasonably be expected to have results adverse to financial or other interests of the City. Personal as distinguished from financial interest shall be defined using the following guidance:

1. Incompatible Employment. No elected or appointive official or employee of the City shall engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his or her official duties.
2. Disclosure of Confidential Information. No elected or appointive official or employee of the City shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the City. Nor shall he or she use such information to advance the financial or other private interest of himself, herself or others.
3. Gifts and Favors. No elected or appointive official or employee of the City shall accept any valuable gift, whether in the form of service, loan, thing or promise from any person, firm or corporation known to be interested directly or indirectly in any manner whatsoever in business dealings with the City; nor shall any such official or employee accept any gift, favor or thing of value that may tend to influence such official or employee in the discharge

of any duties, or grant in the discharge of any duties any improper favor, service or thing of value. The prohibition against gifts or favor shall not apply to an occasional non-pecuniary gift of only nominal value, an award publicly presented in recognition of public service, or any gift which would have been offered or given if not an official or employee. Nominal value for the purposes of this policy shall be defined as a value equal to or less than ten dollars (\$10.00).

4. Representing Private Interest before City Agencies or Courts. No elected or appointive official or employee of the City whose salary is paid, in whole or in part, by the City shall appear on behalf of private interests before any agency of this City. No such elected or appointive official or employee of the City shall represent private interests in any action or proceeding against the interest of the City in any litigation to which the City is a party.

SECTION 3: EQUAL EMPLOYMENT OPPORTUNITY PRACTICES AND PROCEDURES

3-1 EQUAL EMPLOYMENT OPPORTUNITY

The City believes that each employee deserves to be treated with respect and that all employment-related decisions should be made without discrimination based on race, color, religion, gender, age, national origin, marital status, citizenship, sexual preference, genetic information, status as a qualified individual with a disability, military status, or any other protected characteristic as established by law. In keeping with this Policy, the City recruits, employs, and promotes the most qualified individuals. This Policy of equal opportunity applies to all policies and procedures relating to recruitment, hiring, compensation, benefits, termination, and all other terms and conditions of employment.

The Human Resource Director has overall responsibility for this Policy and maintains reporting and monitoring procedures. Any questions or concerns should be directed to the Human Resource Director. Appropriate disciplinary action may be taken against any employee who violates this Policy.

3-2 AMERICANS WITH DISABILITIES

The City is committed to the recruitment, employment, and promotion of the most qualified individuals. It is our policy to provide equal employment opportunity for persons with disabilities in full compliance with federal, state, and local laws, such as the Americans with Disabilities Act (“ADA”). We do not discriminate against qualified job applicants and employees with known physical or mental disabilities in any employment practice, including, but not limited to, recruitment, hiring, education, training, promotion, compensation, participation in social or recreational functions, use of the City facilities, transfer, discipline, layoff, recall, and termination. Requests for reasonable accommodations should be made to the Human Resource Director.

Pursuant to the ADA and other applicable law, the City will provide qualified individuals with known disabilities reasonable accommodations to assist them in performing the essential functions of their job. However, where an accommodation would produce an undue hardship on the City or present a health or safety risk, the requested accommodation may be determined unreasonable and denied. The City Manager will review all requests for accommodation and make a determination regarding the reasonableness of a request under this policy.

Any questions regarding this policy or requests for an accommodation should be made to the Human Resources Director.

3-3 IMMIGRATION LAW COMPLIANCE

U.S. law requires companies to employ only individuals who may legally work in the United States – either U.S. citizens, or foreign citizens who have the necessary authorization. This diverse workforce contributes

greatly to the vibrancy and strength of our economy, but that same strength also attracts unauthorized employment.

E-Verify is an Internet-based system provided by U.S. Citizenship and Immigration Services that allows businesses and government agencies to determine the eligibility of their employees to work in the United States. The City will require the use of E-Verify for verification of the work status for all individuals seeking employment with the City.

The City is committed to employing only individuals who are authorized to work in the United States. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of continued employment, must complete the Employment Eligibility Verification Form I-9 and, within three days of the date on which the employee commences work, present documentation establishing identity and employment eligibility. Former employees who are re-hired must also complete the Form I-9 if they have not completed one with the City within the past three years, if their previous Form I-9 has not been retained, or if their previous Form I-9 is no longer valid. The City will use information provided on the Form I-9 to complete citizenship verification on E-Verify.

Employment with the City is contingent upon presentation of documentation which establishes that the employee is currently eligible for employment in the United States.

3-4 OPEN DOOR POLICY

The City believes that open communication is essential to a productive work environment. The City realizes that problems, concerns, or complaints may arise which, if left unresolved, will negatively impact the work environment. In order to facilitate the prompt resolution of work-related problems, the City has established an “Open Door Policy.” The City encourages each employee to address his or her concerns with his or her immediate supervisor or Department Director. However, all employees are free to discuss work-related problems or concerns directly with the Human Resource Director or City Manager. Any suggestion or concern that is raised will be given full consideration; the most important aspect of the Open-Door Policy is that each concern is addressed.

For complaints of discrimination, harassment, or retaliation, employees should notify the proper individual pursuant to the Section of this Handbook entitled *Complaints of Discrimination, Harassment and Retaliation*.

SECTION 4: ANTI-DISCRIMINATION, ANTI-HARASSMENT, AND ANTI-RETALIATION POLICY

The City employees have the right to work in an environment free from all forms of harassment, discrimination, or retaliation based on race, color, religion, gender, national origin or ancestry, ethnicity, age, genetic information, disability, veteran status, sexual preference, gender identity, familial status or any other characteristic protected by federal, state, or local law (the “Protected Characteristics”).

4-1 POLICY

It is the policy of the City to maintain a work environment free of intimidation, insult, discrimination, harassment, or retaliation based upon the Protected Characteristics. Discrimination, harassment, or retaliation of any kind will not be tolerated. Employees have the obligation to report all incidents of such conduct, and those reports will be promptly and thoroughly investigated. The City also does not tolerate retaliation against those who report discrimination or harassment in good faith or those who cooperate with discrimination or harassment investigations. Any employee who has engaged in discriminatory, harassing, or retaliatory conduct will be subject to immediate discipline, up to and including termination.

4-2 HARASSMENT

Harassment Defined. Harassment is verbal, written, or physical conduct that displays hostility or hatred toward or degrades others based on the Protected Characteristics and (1) creates an intimidating, hostile, or offensive working environment; (2) unreasonably interferes with an individual’s work performance; or (3) otherwise adversely affects an individual’s employment opportunities.

Examples of Harassment. Generally, harassment includes, but is not limited to, the following acts or conduct when those acts or conduct relate to the protected characteristics:

- epithets;
- slurs;
- stereotyping;
- threats; or
- written or graphic materials that display hostility or hatred toward or degrades an individual or group when such material is distributed; circulated; or placed on walls, bulletin boards, or elsewhere on City property.

4-3 SEXUAL HARASSMENT

Sexual Harassment Defined. There are two types of sexual harassment, defined as follows:

- Quid pro quo sexual harassment is the threat or insinuation by one employee or group of employees, either explicitly or implied, that refusal to submit to sexual advances will adversely affect the employees' employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development.
- Hostile work environment harassment is the creation of an intimidating, hostile, or offensive working environment by one employee or group of employees engaging in unsolicited and unwelcome sexual overtures or conduct, either verbal or physical.

Examples of Sexual Harassment. No employee, whether supervisory or non-supervisory, may sexually harass another employee. Sexual harassment as defined includes, but is not limited, to:

- unwelcome or unnecessary sexual touching, propositions, or advances;
- unwelcome sexual flirtations;
- abusive or vulgar language of a sexual nature;
- graphic or vulgar commentaries about an employee's body or clothing;
- use of sexually degrading words to describe a person;
- displays in the workplace or on City premises of sexually suggestive or graphic materials, including objects, pictures, photographs, cartoons, etc.;
- physical assault or battery;
- verbal harassment or abuse;
- accusations of sexual preference;
- demands for sexual favors, including demands accompanied by express or implied promises or threats concerning an individual's employment status or term or benefit of employment;
- sexual slurs or innuendoes;
- suggestive or insulting sounds;
- touching, leering, whistling, or making obscene gestures; or
- any other conduct that unreasonably interferes with an employee's performance of his or her job; creates an intimidating, hostile, or offensive working environment; or otherwise adversely affects an individual's employment opportunities.

4-4 RETALIATION

Retaliation Defined. Applicable law also prohibits retaliation against any employee by another employee or by the City for reporting, filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by the City or a federal or state enforcement agency.

Examples of Retaliation. Retaliation includes, but is not limited to, any adverse employment action that would dissuade a reasonable employee from reporting, filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by the City or a federal or state enforcement agency, which may include the following actions:

- termination;
- demotion;
- denial of promotion;
- reassignment of duties;
- unjustified negative evaluations;

4-5 COMPLAINTS OF DISCRIMINATION, HARASSMENT, AND RETALIATION

Any employee who feels he or she is being subjected to discrimination, harassment, or retaliation should immediately contact one of the persons listed below with whom the employee feels the most comfortable. Complaints may be made orally or in writing to one's:

- Department Director;
- Human Resource Director; or
- City Manager.

Employees shall not make a complaint to the person who is the alleged harasser or person committing the retaliation. Instead, employees should make the complaint to one of the alternative persons listed.

Employees should be prepared to provide the following information when making a complaint:

- employee's name, department, and position title;
- the name of the person(s) committing the discrimination, harassment, or retaliation;
- the date(s) and approximate times(s) of the discrimination, harassment, or retaliation;
- the specific nature and duration of the discrimination, harassment, or retaliation;
- any employment action (demotion, failure to promote, termination, refusal to hire, transfer, etc.) taken against him or her as a result of the harassment;
- the name of any witness to the discrimination, harassment, or retaliation; and

- whether he or she has previously reported such discrimination, harassment, or retaliation, and if so, when and to whom.

Regardless of whether the initial complaint was oral or written, the person whom the complaint is submitted to will assist the employee in documenting and filing the complaint in writing. The employee must attest to the accuracy and truthfulness of the written complaint and sign it. All information disclosed in the complaint procedure will be held in strictest confidence and will only be disclosed on a need-to-know basis in order to investigate and resolve the matter.

4-6 DISCRIMINATION, HARASSMENT, OR RETALIATION INVESTIGATIONS.

Anyone who receives a complaint of discrimination, harassment, or retaliation shall immediately report the complaint directly to the Human Resources Director. In the event the Human Resources Director is alleged, the City Manager shall be contacted instead. The City shall promptly and confidentially investigate all harassment complaints in accordance with established and specific procedures.

When asked, all employees shall cooperate fully and completely with such investigations. Refusal to cooperate, or interfering with an investigation in any way, shall subject employees to immediate disciplinary action, up to and including termination. If the City determines, after reviewing the investigation report, that the complaint was intentionally falsified by the employee filing the complaint, it may take immediate and appropriate disciplinary action against the employee, to be determined on a case-by-case basis, up to and including termination.

The City may, in its discretion, secure a neutral third-party to investigate into any complaint of harassment. If third-party investigators are used, disclosure of any investigation report and its contents will be restricted to the City; any federal or state officer, agency, or department, or any officer, agency, or department of a unit of general local government; or any self-regulatory organization with regulatory authority over the activities of the employer or employee; as otherwise required by law.

4-7 RECORDS OF DISCRIMINATION, HARASSMENT, OR RETALIATION COMPLAINTS.

All records concerning a complaint shall be kept confidential to the extent possible and maintained in a separate, locked file. Access shall be granted only to parties who have a direct and relevant need-to-know and only with approval from the Human Resources Director or City Manager. A summary of the findings of an investigation may be provided to the complainant upon request.

SECTION 5: DRUG AND ALCOHOL POLICY

The City is committed to providing a work environment that is safe, healthy, and productive. The illegal use of drugs and the improper use of alcohol can impair an employee's performance and pose a threat to the health and safety of other employees and the general public. Therefore, the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace or while conducting City business. In addition, except as specifically authorized herein, the possession, use, consumption or impairment by alcohol is prohibited in the workplace or while conducting City business. This policy applies to all City employees and applicants for employment for all employment positions with the City of Abilene.

5-1 VOLUNTARY ADMISSION

Employees with a drug or alcohol use or dependency problem are encouraged to voluntarily seek assistance through the City's Employee Assistance Program (EAP) or other available resources. Employees will not be subject to corrective action solely for voluntarily acknowledging a drug/alcohol problem. Such an acknowledgement will not excuse violations of City policy which have previously occurred and appropriate corrective action will be administered up to and including termination.

5-2 DRUG-FREE WORKPLACE ACT OF 1988

All employees will receive a copy of this policy. The Human Resources Director will provide resources on any available drug counseling, rehabilitation, and employee assistance programs. Employees are responsible to notify the employee's supervisor or Human Resources Director, in writing, within five calendar days, if the employee is convicted of a violation of a criminal drug statute which occurs in the workplace. For the purposes of this policy, a conviction includes a plea of nolo contendere, a plea in abatement, diversion agreement, and any other agreement wherein the employee admits to the elements of the crime in agreement that the charges will be dismissed should the employee meet conditions established by the prosecuting attorney. Upon receiving notice that an employee has been so convicted or placed on diversion, the City of Abilene will take one of the following actions:

- A. Take appropriate disciplinary action up to and including termination, and/or
- B. Require such employee to participate satisfactorily in a drug/alcohol abuse assistance or rehabilitation program approved by the City of Abilene.

5-3 TESTING

A. Types of Tests. All applicants for employment with and employees of the City of Abilene will be subject to drug and/or alcohol testing as follows:

1. Pre-Employment. All prospective employees will be drug tested as part of the pre-employment physical examination.
2. Post-Accident. Employees are subject to drug and/or alcohol testing when they cause or contribute to an accident that seriously damages a City of Abilene vehicle, or piece of machinery or equipment, or other City property, or results in death, or an injury to an employee or other person that requires off-site medical attention. The determination of whether the employee caused or contributed to the accident and, if so, whether the damage was serious shall be made as soon as practicable by the employee's immediate supervisor or other available supervisor, with approval by the appropriate Department Director. If ordered hereunder, any drug/alcohol test shall be coordinated through the Human Resources Director and administered as soon as practicable, and for alcohol, no later than four hours following the accident, and for drugs, no later than 24 hours following the accident.
3. Reasonable Suspicion. Any employee whose conduct, behavior or performance leads to a reasonable suspicion by a supervisor that the employee may be under the influence of alcohol and/or drugs will be tested. "Reasonable suspicion" means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs and/or alcohol. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:
 - A. A pattern of abnormal or erratic behavior;
 - B. Information provided by a reliable and credible source;
 - C. Direct observation of drug or alcohol use; and/or
 - D. Presence of the physical symptoms of drug or alcohol use (e.g. glassy or bloodshot eyes, alcohol odor on breath, odor of drugs on the employee's body or clothes, slurred speech, poor coordination and/or reflexes, etc.)

Whether a drug or alcohol test is warranted shall be determined by the employee's immediate supervisor or other available supervisor, with approval by the appropriate Department Director, and shall be coordinated through the Human Resources Director.

4. Post-Treatment or Rehabilitation. Any employee who has been sent by the City to and/or completed a substance abuse treatment or rehabilitation program will be subject to random testing for a period of up to one year following the successful

completion of the program and return to work. The testing dates will be arranged by the Human Resources Director in consultation with the employee's department.

- B. Costs of Tests. The City shall pay the laboratory cost of all drug and alcohol tests required or provided for in this policy. In addition, the City shall compensate all employees for the time spent providing a breath sample or urine specimen, including travel time to and from the collection site, in order to comply with the reasonable suspicion, post-accident, or post treatment or rehabilitation testing required by this policy.

5-4 WHAT WE TEST FOR

The tests required under this policy are administered to detect the presence of:

- a. Alcohol
- b. THC-Marijuana
- c. Cocaine
- d. Amphetamines
- e. Opiates
- f. Phencyclidine (PCP)

5-5 COLLECTION PROCEDURES

- A. Consent. Before administering a drug or alcohol test, applicants and employees will be asked to sign a consent form authorizing the test and permitting release of test results to the City (all minors must have a consent form signed by a parent or guardian).
- B. Alcohol Testing. Alcohol testing will be conducted by breathalyzer. All samples will be taken at and tested in facilities approved by the City. The test results will be provided to the Human Resources Director.
- C. Drug Testing. When drug testing is required under this policy, a urine sample will be collected at a collection site, medical facility, or laboratory designated and approved by the City. Personnel at the collection site will use appropriate procedures to positively identify the applicant or employee selected for testing, ensure the integrity and identity of the specimen collected, initiate the appropriate chain of custody documents, and transmit the specimen to a laboratory for analysis. The initial drug screening shall be conducted using Point of Care Testing (POCT) which uses immunoassay technology. All confirmed positive test results are sent to an approved Medical Review Officer (MRO) for further examination, interpretation and explanation.

IF the MRO determines that there is a legitimate medical explanation for the positive test result and that result is consistent with the lawful use of a drug, then the test result shall be reported to the Human Resources Director as negative. If it is determined that the test result is not consistent with lawful use of a drug, then the test result shall be reported to the Human Resources Director

as positive. Employees who have a positive drug test result may, at their own expense, have the same sample tested at a NIDA certified laboratory of their choice.

5-6 PROHIBITED CONDUCT

A. Applicants for Employment. Persons applying for employment with the City of Abilene violate this policy if they:

1. Refuse to consent to or submit to timely testing after a conditional offer of employment is made;
2. Test positive for illegal drugs;
3. Test results are “dilute” and an applicant does not appear for retesting within 24 hours or cannot provide a concentrated sample at retest; or
4. Tamper or in any way interfere with the testing process.

B. Employees. City Employees may violate this policy if they:

1. Report to work under the influence of alcohol or with drugs illegally present in their bodies in any detectable amount; or if they illegally manufacture, distribute, dispense, possess or use alcohol or drugs in the workplace. City employees who are subject to call back must adhere to department policies addressing drug and alcohol use during times when they may be called in to work.
2. Use a prescription medicine contrary to instructions or which is not presently prescribed to the employee.
3. Refuse to consent or submit to a drug or alcohol test as directed by the Human Resources Director or a supervisor pursuant to this policy.
4. Test results are “dilute” and applicant does not appear for retesting within 24 hours or cannot provide a concentrated sample at retest.
5. Tamper or in any way interfere with the testing process.
6. Fail to notify the City, in writing, within five days of a conviction of a criminal drug violation in the workplace.
7. Refuse to obtain, or fail to successfully complete, required counseling and rehabilitation after a positive test hereunder.

5-7 EMPLOYEE OBLIGATIONS

Compliance with this policy requires that City employees:

- A. Notify a supervisor when aware of evidence or reasonable suspicion of drug and/or alcohol use by another employee.
- B. Cooperate in any investigation related to conduct prohibited by this policy.
- C. Notify the employee's supervisor or Human Resource Director immediately of the use of any medication that has impaired the employee's ability to perform.
- D. Notify a supervisor immediately upon arrest for an alcohol or drug violation.
- E. Notify the employee's supervisor or Human Resource Director, in writing, within five calendar days, if the employee is convicted of violating a criminal drug statute which occurs in the workplace.

5-8 CONSEQUENCES FOR VIOLATIONS

- A. Applicants for Employment. An applicant for employment who violates this policy will have any contingent offer of employment withdrawn and cease to be eligible for employment with the City of Abilene for a minimum of one year.
- B. Employees. Employees who violate this policy will be subject to corrective action up to and including termination. Employees in violation may be referred to a Substance Abuse Professional (SAP) for an assessment and may be required to obtain appropriate counseling and rehabilitation through the City's Employee Assistance Program (EAP) or other program sanctioned by the City. Employees who successfully complete an approved rehabilitation program may be reinstated to the employee's employment position subject to any conditions or restrictions the City deems appropriate. The City may hold an employee's position open for a period of time determined by the Human Resources Director and Department Director based on the needs of the City and applicable policies. The decision to reinstate shall be based on the employee's work history, length of employment, current job performance, the public health and safety responsibilities of the employee's position, and other factors deemed relevant by the City.

Any time off from work taken to obtain counseling and rehabilitation will be charged to sick leave, if applicable and vacation leave. If the employee is eligible for FMLA leave, such time may also qualify for, and will be designated and counted, as FMLA leave. If the employee's applicable paid leave balances are not sufficient, the time will be leave without pay. If disciplinary action of suspension (without pay) is implemented, the time off will be considered part of that suspension.

5-9 OVER-THE-COUNTER OR PRESCRIPTION MEDICATION

Employees who take over-the-counter or prescribed medication are responsible for being aware of any effect the medication may have on performance of the employee's duties and must promptly report to the

employee's supervisor or Human Resources Director any impairment caused by the use of any medication. The supervisor, upon learning of such impairment, will immediately contact the Human Resources Director to discuss the situation.

5-10 CONFIDENTIALITY OF TEST RESULTS

Except as otherwise required by law, all information from an applicant's or employee's drug or alcohol test shall be held as confidential, and only the employee and those persons with the City of Abilene who need to know for corrective action or personnel reasons will be informed of the test results. All information related to the drug or alcohol test of an employee will be maintained in the employee's confidential medical file in Human Resources. Anyone disclosing drug test results, in violation of this policy, will be subject to corrective action. Disclosures without employee consent may also occur when:

- A. The information is compelled by law or by judicial order or administrative process.
- B. The information has been placed at issue in a formal dispute between the employer and employee.
- C. The information is to be used in administering an employee benefit plan (group statistics only).
- D. The information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

5-11 DRUG AND ALCOHOL POLICY FOR COMMERCIAL DRIVER'S LICENSE (CDL) HOLDERS

The purpose of this policy is to establish a drug and alcohol program for the City of Abilene employees who operate commercial motor vehicles. The program shall include applicable provisions on the alcohol and drug testing adopted by the Federal Motor Carrier Safety Administration (FMCSA) for persons who operate a commercial motor vehicle requiring a commercial driver's license.

5-12 APPLICABILITY

This policy applies to all applicants for and employees currently occupying a City employment position which requires the person to operate a commercial motor vehicle and hold a commercial driver's license as a condition of employment. In addition to this policy, the City's general Drug and Alcohol Policy also applies to CDL employees.

5-13 DEFINITIONS

For the purposes of this policy, the following terms shall have the following meanings:

- A. Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or low molecular weight alcohol, including methyl and isopropyl alcohol.

- B. Alcohol Concentration (or Content): The alcohol in volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.
- C. Alcohol Use: The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.
- D. Commercial Motor Vehicle: A motor vehicle which is designed or used to transport passengers or property and which:
1. Has a gross combination weight rating of 26,001 or more pounds, inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
 2. Has a gross vehicle weight rating of 26,001 or more pounds; or
 3. Is designed to transport 16 or more passengers, including the driver; or
 4. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which requires the motor vehicle to be placarded under the Hazardous Materials Regulations (49 C.F.R., part 172, subpart F).
- E. Confirmation Test: i) (for alcohol testing) a second test, following a screening test with a result of 0.02% or greater, that provides a quantitative data of Alcohol Concentration; ii) (for drug testing) a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test. Gas Chromatography/mass spectrometry (GS/MS) is the only authorized confirmation method for drug testing.
- F. Drug: Includes all substances listed on Schedules I through V, 21 U.S.C. 812, as they may be revised from time to time. For purposes of testing the term drug means marijuana, cocaine, opiates, phencyclidine (PCP) and amphetamines.
- G. Employee: A person employed in a City of Abilene employment position requiring that person to operate a commercial motor vehicle and hold a commercial driver's license as a condition of employment.
- H. Employee Assistance Program (EAP): A counseling program that offers assessment, short-term counseling and referral services to employees for a wide range of drug, alcohol, and mental health problems and monitors the progress of employees while in treatment.
- I. Medical Review Officer (MRO): The individual who is responsible for receiving laboratory results generated from the City of Abilene's drug testing program under this policy and who is a licensed physician with knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate all positive test results together with an individual's medical history and any other relevant biomedical information.

J. Safety-Sensitive Function: Any of the following on-duty functions, which involve operation of a commercial motor vehicle:

1. All time waiting to be dispatched, unless the employee has been relieved from duty by the City;
2. All time inspecting, servicing, or conditioning any commercial motor vehicle;
3. All time spent at the driving controls of a commercial motor vehicle in operation;
4. All time, other than driving time spent, in or upon any commercial motor vehicle;
5. All time loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
6. All time spent performing the employee requirements associated with an accident, including the following:
 - a. Stopping immediately
 - b. Taking all necessary precaution to prevent further accidents at the scene;
 - c. Rendering all reasonable assistance to injured persons;
 - d. Giving any person demanding the same employee's name and address, the name and address of the City, the state tag and registration number of the vehicle involved, and if requested, exhibiting the employee's operator's license;
 - e. Locating and notifying the custodian of an unattended vehicle that is stricken in the accident; and/or
 - f. Reporting all details of the accident to the employee's supervisor as soon as practicable after its occurrence; and/or
7. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

K. Performing (a safety-sensitive function): Any period during which the employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

L. Screening Test (Initial test): i)(for alcohol testing) an analytical procedure to determine whether or not the applicant or employee may have a prohibited concentration of alcohol in his or her

system; ii) (for drug testing) an immunoassay test to eliminate “negative” urine specimens for further consideration.

- M. Substance Abuse Professional (SAP): a licensed physician, registered nurse, licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug disorders.

5-14 PROHIBITIONS

A. Alcohol

1. Alcohol Concentration: No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of .04% or greater. If the City has actual knowledge that an employee has an alcohol concentration of 0.04% or greater, it shall not permit the employee to perform or continue to perform safety-sensitive functions.
2. Alcohol Possession: No employee shall be on duty or operate a commercial motor vehicle while the employee possesses alcohol. If the City has actual knowledge that an employee possesses alcohol, it shall not permit the employee to drive or continue to drive a commercial motor vehicle.
3. On-Duty Use: No employee shall use alcohol while on duty including any break wherein the employee is reasonably expected to return back to work, such as meal breaks. If the City has actual knowledge that an employee is using alcohol while on duty, it shall not permit the employee to perform or continue to perform safety-sensitive functions.
4. Pre-Duty Use: No employee shall perform safety-sensitive functions within four hours after using alcohol. If the City has actual knowledge that an employee has used alcohol within four hours, it shall not permit an employee to perform or continue to perform safety-sensitive functions.
5. Use Following an Accident: No employee required to take a post-accident alcohol test shall use alcohol for eight hours following the accident or until the employee undergoes a post-accident alcohol test, whichever occurs first.

B. Drugs

1. On-Duty Use: No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the employee uses any illegal drug, or when the employee feels impairment from any prescription or over-the-counter medication.

2. Violation: If the City has actual knowledge that an employee has used a drug in violation of this policy, it shall not permit the employee to perform or continue to perform a safety-sensitive function.
3. Testing Positive: No employee shall report for duty, remain on duty, or perform a safety-sensitive function if the employee tests positive for drugs. If the City has actual knowledge that an employee has tested positive for drugs, it shall not permit the employee to perform or continue to perform safety-sensitive functions.
4. Drug Possession: No employee shall possess drugs while the employee is on duty, except for those drugs which have been prescribed for the employee by a licensed medical practitioner.
5. Selling/Providing Drugs: No employee directly or through a third party shall sell or provide drugs to any person, including any other employee, while either/both employees are on duty.

C. Refusal to Submit

1. No employee shall refuse to submit to a post-accident alcohol or drug test, a random alcohol or drug test, a reasonable suspicion alcohol or drug test, a return to duty alcohol or drug test, or a follow-up alcohol or drug test.
2. The City shall not permit an employee who refuses to submit to such tests to perform or continue to perform safety-sensitive functions.
3. Any employee who refuses to submit to any test identified in this policy shall be immediately terminated.

5-15 TESTING PROCEDURES

A. Alcohol

1. All alcohol testing shall be conducted by a breath alcohol technician (BAT) and shall be done on an evidential breath testing device (EBT).
2. When required to take the test, the employees shall present themselves at a location designated by the City.
3. The BAT will conduct a screening test, and if the result of the screening test is an alcohol concentration of 0.02% or greater, then a confirmatory test shall be conducted.

B. Drugs

1. A test shall be conducted for the following drugs: Marijuana, cocaine, opiates, amphetamines, and phencyclidines (PCP). All drug testing shall be done by urinalysis. City procedures may also require a saliva/oral fluid test. A drug testing custody and control form shall be used as a

permanent record and contains the identifying data on the employee, specimen collection, and transfer process.

2. Employees who are required to take the drug test shall present themselves at a collection site designated by the City for the purpose of providing a specimen of the employee's urine, which shall be subject to the split sample method of collection.
 3. The urine specimen shall be tested by a drug testing laboratory certified under Department of Health and Human Services (DHHS) guidelines. If the initial screening test is positive, then a confirmatory test shall be conducted.
 4. An employee whose urine sample has been verified as testing positive for a drug has the option of having the split sample tested at another laboratory within 72 hours of being notified by the MRO. However, action required by this policy as a result of a positive drug test (e.g., requiring removal from performing a safety-sensitive function) is not stayed pending the result of the test of the split specimen. If the second specimen portion produces a negative result or for any reason the second portion is not available, then this test is considered negative, and no further action will be taken against the employee.
 5. The City of Abilene shall contract for the service of an MRO who shall be a licensed physician with knowledge of substance abuse disorders.
 - a. The MRO shall review and interpret confirmed positive test results for any drugs identified.
 - b. The MRO shall interview employees who tested positive to verify the laboratory report and review available medical records when a confirmed positive test could have resulted from a legally prescribed medication.
 - c. The MRO shall report his or her findings and recommendation to the Human Resources Director.
- C. Notification: Before conducting an alcohol or drug test the City shall notify the employee that the test is required by this policy.

5-16 TYPES OF TESTING

A. Pre-Employment Testing:

1. The City shall notify an applicant for employment that the applicant is required to submit to a drug test.
2. An applicant shall submit to a drug test in a timely manner after a conditional offer of employment is made.

3. Any offer of employment made to an applicant shall be conditioned upon the applicant passing the drug test.
4. If urine test results are determined to be “dilute”, the applicant must appear for retesting within 24 hours to continue to be considered for employment.
5. If the City receives a drug test result from the MRO indicating a confirmed positive test result, or the applicant refuses to take the test or comply with any applicable procedures of this policy, or is not responsive to requests for information from the MRO, the City shall withdraw the offer of employment. The applicant shall not be hired and will cease to be eligible for employment with the City of Abilene for a period of a least one year and until approved by the Human Resources Director.

B. Post-Accident Testing:

1. When Testing Required: As soon as practicable following an accident involving a commercial motor vehicle, the City shall require a test for alcohol and drugs (using Federal Department of Transportation (DOT) version for post-accident drug and alcohol testing) of each surviving employee who was performing safety-sensitive functions with respect to the vehicle if:

- a. The accident involved the loss of human life; or
- b. The employee receives a citation under state or local law for a moving traffic violation arising from the accident and the accident involves a bodily injury to a person which injury is treated away from the scene; or
- c. The employee receives a citation under state or local law for a moving traffic violation arising from the accident and the accident involves a vehicle which is required to be towed from the scene because of disabling damage to the vehicle.
- d. Employees who do not qualify for post-accident testing based on DOT standards will be evaluated under the City’s non-DOT post-accident policy to determine if a test needs to be performed.

2. Tests

- a. Alcohol. If an alcohol test required by this section is not administered within two hours following the accident, then the City shall prepare and maintain a record stating the reasons the test was not promptly administered. If a test required by this section is not administered within eight hours following the accident, the City shall cease attempts to administer an alcohol test and shall prepare and maintain the same record. Records shall be submitted to the Federal Highway Administration (FHWA) upon request of the Associate Administrator.

- b. Drugs. If a drug test required by this section is not administered within 32 hours following the accident, then the City shall cease attempts to administer a drug test and prepare and maintain a record stating the reasons the test was not promptly administered. Records shall be submitted to the FHWA upon request of the Associate Administrator.
 - c. An employee who is subject to post-accident testing shall report all details of the accident to the employee's supervisor as soon as practicable and shall remain readily available for such testing; otherwise, the employee shall be deemed by the City to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.
 - d. The results of a breath or blood test for the use of alcohol or a urine test for the use of drugs, conducted by federal, state, or local officials having independent authority for the test, shall be considered to meet the requirements of this section, provided such tests conform to applicable federal, state or local requirements and that the results of the tests are obtained by the City.
- C. Random Testing. The City shall administer a number of alcohol tests and a number of random drug tests of its employees. The testing agency will provide the Human Resources Director the names of employees randomly selected for testing. The tests shall be unannounced, and the testing date shall be spread reasonably throughout the year. Under this method of testing, each employee has an equal chance of being tested each time selections are made. The number of random alcohol tests conducted annually shall equal at least 10% of employees and the number of random drug tests conducted annually shall equal at least 25% of employees.
- D. Reasonable Suspicion Testing. The City requires that employees submit to an alcohol and/or drug test when it has reasonable suspicion to believe an employee has violated the prohibitions of this policy concerning use of alcohol and/or drugs. "Reasonable suspicion" means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of alcohol and/or drugs. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:
 - 1. A pattern of abnormal or erratic behavior;
 - 2. Information provided by a reliable and credible source;

3. Direct observation of drug or alcohol use; and/or
4. Presence of the physical symptoms of drug or alcohol use (e.g. glassy or bloodshot eyes, alcohol odor on breath, odor of drugs on the employee's body or clothes, slurred speech, poor coordination and/or reflexes, etc.)

Whether a drug or alcohol test is warranted shall be determined by the employee's immediate supervisor or other available supervisor, with approval by the appropriate Department Director, and shall be coordinated through the Human Resources Director.

Employees involved in post-accident or reasonable suspicion testing will be placed on paid administrative leave until test results are available. Employees will be taken home by the employer or a ride (family or friend) will be found for the employee.

E. Return-to-Duty Testing

1. Alcohol

- a. After engaging in conduct concerning alcohol prohibited by this policy and before an employee returns to duty in a position requiring the performance of a safety-sensitive function, the employee shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02%, provided the employee has not been terminated from the position.
- b. An employee who is tested under the provisions of this policy and found to have an alcohol concentration of 0.02% or greater, but less than 0.04%, is not subject to return-to-duty testing. However, the employee shall not continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, not less than 24 hours following administration of the test.

2. Drugs. After engaging in conduct concerning drugs prohibited by this policy and before an employee returns to duty in a position requiring the performance of a safety-sensitive function, the employee shall undergo a return-to-duty drug test with a result indicating a verified negative result for drug use, provided the employee has not been terminated from the position.

- F. Follow-up Testing. Following a determination by an SAP that an employee is in need of assistance to resolve problems associated with alcohol misuse and/or use of drugs, the employee shall be subject to unannounced follow-up alcohol and/or drug testing, which shall consist of at least six

tests in the first 12 months following the employee's return to duty, provided the City has not terminated the employee from the position. Follow-up testing may be conducted for a period up to 60 months from the date the employee returns to duty. Follow-up testing shall be arranged by the Human Resources Director. Follow-up alcohol testing shall be conducted just before the employee is to perform safety-sensitive functions, when the employee is performing safety-sensitive functions, or just after the employee has ceased to perform safety-sensitive functions.

5-17 CONSEQUENCES

A. Performance of Safety-Sensitive Functions

1. An employee who is tested under the provisions of this policy and found to have an alcohol concentration of 0.02% or greater, but less than 0.04%, shall be removed immediately from the performance of safety-sensitive functions. If the City determines that the employee may return to duty to perform safety-sensitive function, then the employee shall not perform any safety-sensitive functions until the latter of the employee's regularly scheduled duty period or 24 hours following the administration of the test.
2. An employee who is tested under the provisions of this policy and found to have a alcohol concentration of 0.04% or more or who tests positive for drugs (verified by an MRO) shall be immediately removed from performing safety-sensitive functions.
3. Employees who refuse to submit to a test required by this policy will be terminated immediately. If the City determines that the employee shall return to duty to perform safety-sensitive functions, then the employee shall not perform any safety-sensitive functions until after being evaluated by an SAP and undergoing return-to-duty alcohol or drug test. If the conduct involved alcohol, then the result must indicate a breath alcohol level of less than 0.02%; if the conduct involved drugs, then the result must be a verified negative.

B. Corrective Action

1. Alcohol. Any employee found to have blood-alcohol concentration of 0.04% or more shall be subject to corrective action up to and including termination.
2. Drugs. Any employee who tests positive for the presence of illegal drugs shall be subject to corrective action up to and including termination.
3. Employees who violate this policy but have not been terminated and who have successfully completed a rehabilitation program will be required to submit to return-to-duty and follow-up alcohol/drug testing in accordance with the provisions of this policy. After rehabilitation, an employee who again tests positive for the presence of alcohol and/or drugs will be terminated from employment.

4. Employees who tamper with a sample or attempt to deceive the City during the testing process will be terminated.
5. Employees who refuse to sign the consent form and submit to an alcohol and/or drug test when requested to do so will be terminated.

C. Evaluation and Treatment

1. Each employee who has engaged in conduct prohibited by this policy will be advised by the City of the resources available to evaluate and resolve problems associated with the misuse of alcohol and use of controlled substances, including the names, addresses, and telephone numbers of SAPs and counseling and treatment programs. An SAP shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and drug use.
2. Before an employee who has engaged in conduct prohibited by this policy returns to duty requiring the performance of a safety-sensitive function, the employee shall undergo a return-to-duty alcohol or drug test. If the conduct involved alcohol, then the result must indicate an alcohol concentration of less than 0.02%; if the conduct involved drugs, then the result must be verified negative.
3. Each employee identified as needing assistance in resolving problems associated with alcohol misuse or drug use shall be:
 - a. Evaluated by an SAP to determine that the employee has properly followed any rehabilitation program under this policy; and
 - b. Subject to unannounced follow-up alcohol and drug tests administered by the Human Resources Director. The number and frequency of such follow-up testing shall be as directed by the substance abuse professional and consist of at least six tests in the first 12 months following the employee's return to duty.
4. The City may direct the employee to undergo both return-to-duty and follow-up testing for both alcohol and drugs, if the SAP determines that the return-to-duty and follow-up testing for both alcohol and drugs is necessary for the particular employee. Follow-up testing shall not exceed 60 months from the date of the employee's return to duty. The SAP may determine the requirement for follow-up testing at any time after the first six tests have been administered.

5-18 OVER-THE-COUNTER AND PRESCRIPTION MEDICATION

- A. Any employee alleged to have used drugs in violation of this policy shall be afforded the opportunity to prove to the MRO, through clear and convincing evidence, that the employee's use of a drug was as prescribed or directed by a licensed medical practitioner who is familiar with the employee's medical history

and assigned employment duties. The MRO shall afford the tested employee the opportunity to discuss a positive, adulterated, substituted, or invalid sample result before reporting the test result to the City;

- B. Employees who take over-the-counter or prescribed medication are responsible for being aware any effect the medication may have on the performance of the employee's duties and must promptly report to the employee's supervisor or Human Resources Director any impairment caused by the use of any medication. The supervisor, upon learning of such impairment, will immediately contact the Human Resources Director to discuss the situation.

5-19 EMPLOYEE ASSISTANCE PROGRAM

A. The EAP provides counseling and rehabilitation services for all referrals, as well as education and training to employees and family members on the misuse of alcohol and drugs.

B. Any employee found to be misusing alcohol or using drugs may be referred to the EAP as a condition of continued employment.

C. The EAP is available to employees seeking assistance without regard to a finding of misuse of alcohol or use of drugs. Employees are strongly encouraged to obtain assistance if the employee believes they may have a drug or alcohol problem; however, once an employee is asked to submit to a test or is found in violation of FHWA regulations or this policy, the employee will not be able to avoid corrective action by voluntarily seeking assistance.

5-20 RELEASE OF INFORMATION

A. The City of Abilene shall not release to anyone the employee's information contained in the records required to be maintained under this policy without first obtaining written authorization from the employee; however, this prohibition shall not apply to:

1. A request for test results from, or required reporting of test results to, the Secretary of Transportation, Department of Transportation, Federal Motor Carrier Safety Administration, or any state or local officials with regulatory authority over the City of Abilene or its employees;
2. A request for administrative information from the National Transportation Safety Board;

3. A request in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee arising from test results of the employee or a City of Abilene determination that the employee engaged in conduct prohibited by this policy; and/or;
4. Information which is otherwise required by law to be released.

B. Upon written request by the employee, the City shall release to the employee copies of all records pertaining to the employee's use of alcohol or drugs, including any records pertaining to any alcohol or drug test.

SECTION 6: VIOLENCE-FREE AND WEAPONS IN WORKPLACE POLICY

The City strives to provide a safe and healthy work environment. In keeping with this objective, the City has adopted a Violence-Free and Weapon-Free Workplace Policy.

6-1 WORKPLACE VIOLENCE PROHIBITED

Acts or threats of physical violence, including intimidation, harassment, coercion, or any other conduct involving threatening or violent behavior that involve or affect the City or that occur on any City property will not be tolerated.

Acts, threats, or conduct involving violence include conduct that is sufficiently severe, offensive, or intimidating to alter the employment conditions at the City or to create a hostile, abusive, or intimidating work environment for one or several employees.

The City prohibits threats and acts of violence against all persons involved in the City's operation or who are on City property, including, but not limited to, personnel, contractors, temporary workers, customers, vendors, and anyone else on City property. Violations of this policy by any individual on the City property will lead to disciplinary action, up to and including termination. In addition, the City will take appropriate legal action.

Each employee is required to immediately report incidents, threats, or acts of physical violence to his or her immediate supervisor, Department Director, or the Human Resource Director.

6-2 WEAPONS

As of July 1, 2016, Section 5 amends K.S.A. 2015 Supp. 75-7c10. Subsection (e) reads; No public employer shall restrict or otherwise prohibit by personnel policies any employee, who is legally qualified, from carrying any concealed handgun while engaged in duties of such employee's employment outside of such employer's place of business, including while in a means of conveyance.

Employees have the right to conceal carry, however carrying of a concealed handgun is not within the course and scope of employment. Any injury while working on behalf of the City of Abilene, Kansas that is caused by the employee choosing to carry a concealed handgun will not be considered for workers' compensation. Any liability associated with the employee's decision to conceal carry will not be defended by the City and will be of a personal nature since carrying of a concealed handgun is not part of the employee's duties.

Employees are prohibited from leaving a handgun in plain view or unattended and must abide by all laws related to conceal carry, such as not entering any building, public or private that prohibits conceal carry.

Firearms shall not be stored in a city owned vehicle. The City will not be responsible for lost, damaged or stolen personal property of employees.

If an employee elects to conceal carry it will not interfere with the employee's ability to perform any duties and should not obstruct any required safety equipment.

SECTION 7: GENERAL RULES OF SAFETY

Accidents can be prevented. Some accidents are caused by unsafe conditions (e.g., water on the floor, frayed cords, faulty equipment, etc.), but the majority of accidents are caused by unsafe conduct (e.g., roughhousing, not following procedures, improper lifting, etc.). All employees are responsible for obeying the rules and must be well-versed in safety and emergency procedures. Employees must do their part to maintain a safe work environment.

7-1 WORKPLACE SAFETY

Listed below are a few simple but necessary rules to follow in order to prevent accidents and injuries:

- Report any observed safety hazards at once to a supervisor or manager.
- Immediately report all accidents or injuries to a supervisor or manager.
- Follow all instructions given by the supervisor or manager.
- Ask a supervisor or manager how to safely perform a job.
- Refrain from horseplay and practical jokes; they are strictly forbidden.
- Return all equipment to its proper location after use.
- Immediately report all equipment needing maintenance.
- Always wear designated safety equipment; proper clothing for all jobs is essential (no open-toed or soft shoes, no loose-fitting garments around machinery, etc.).
- Clean up any wet or greasy spots as they occur.
- Follow Blood Borne Pathogen Clean-Up Policy when dealing with blood or other bodily fluids.

Any careless or unsafe acts may subject the employee to disciplinary action, up to and including termination. In addition to complying with these specific safety rules, employees must always maintain a safety-conscious attitude.

7-2 REPORTING SAFETY ISSUES

All accidents, injuries, damage to City property, potential safety hazards, safety suggestions, and health-and-safety-related issues must be reported immediately to a supervisor or Department Director. If an employee is injured, outside emergency response agencies should be contacted if needed. All accidents or injuries requiring medical treatment must be immediately reported to the Human Resource Director. Regardless of whether medical treatment is received, a Report of Accident Form MUST be completed in case medical

treatment is needed later and to ensure that any existing safety hazards are corrected. Accident forms are available from your supervisor or the Human Resource Director.

7-3 EMERGENCY PROCEDURES

It is extremely important that employees read and understand the emergency and fire procedures for their work areas. Employees should acquaint themselves with the location of and the instructions for operating fire extinguishers, as well as the procedures for severe weather. In the event of an emergency, employees should talk quietly, remain calm, and refrain from engaging in activity such as shouting or running. Department Directors shall be required to ensure that all new employees receive an overview of emergency procedures upon being commissioned; all other employees will receive an annual review.

7-4 IN CASE OF FIRE

In the event of a fire, remain calm and follow these procedures:

- activate the nearest fire alarm;
- do not place yourself in jeopardy;
- do as much as possible to extinguish a small fire with an extinguisher, but do not use the fire hose;
- do not use water on electrical or grease fires;
- never enter a smoke-filled room or open a door that is hot to touch; and
- keep yourself between the fire and the nearest exit.

7-5 FIRST AID

First aid kits are located throughout the City's facilities, and many employees are trained in first aid procedures. Check with your supervisor for the location of the first aid kit for your work area and the names of the employees trained to administer first aid.

SECTION 8: GENERAL EMPLOYMENT POLICIES

8-1 ABSENTEEISM AND PUNCTUALITY

Punctuality and attendance are a requirement of all positions at the City. The City will try to accommodate an employee whenever illness occurs, or personal emergencies cause absences or lateness. Tardiness, early departure, and unexcused or excessive absences are disruptive and create hardship for other employees.

Standard Business Hours. Standard business hours of the City shall be between the hours of **8:00 a.m. to 5:00 p.m., Central Standard Time, Monday through Friday**. Certain positions may require that the employee work during different hours to perform their designated job assignment, at the direction and approval of their Department Director. All employees are expected to work the schedule approved by their Department Director, be it based on clock hours or based on overall hours worked on a weekly basis. Employees needing to adjust their work schedule must first obtain approval from their Department Director.

Notification Required. In the event an employee is going to be late or absent, it is his or her responsibility to contact his or her immediate supervisor or Department Director as far in advance as possible, but not later than one hour after the employee's shift was to begin. The employee must specify the time he or she expects to arrive for work. Leaving a message with a coworker is not considered proper procedure and is the same as not calling in at all. This procedure must be followed for each day of tardiness or absence.

Violations of this Policy. Failure to notify management of inability to report for work may be considered an unexcused absence and may result in disciplinary action up to and including termination of employment. Unexcused absences shall include, but may not necessarily be limited to:

- A "no show/no call" in which an employee was scheduled for work, did not report their absence to anyone, and failed to report to work.
- A failure to report an absence or late arrival by at least one hour after scheduled starting time (extenuating circumstances must be approved by the employee's Department Director and/or the Human Resource Director).
- Any absence that cannot be reasonably justified or verified.
- Any absence for personal reasons, other than personal illness, for which prior approval was not obtained through the Department Director.
- Any absence in which Vacation Leave was requested in advance but not approved and the employee took time off anyway.

Discipline pursuant to this section is at the discretion of the City. However, the general procedure for disciplining absenteeism is as follows:

- Employees absent with one unexcused absence without notifying their Department Director shall be subject to termination as if they voluntarily resigned.

8-2 INCLEMENT WEATHER, DISASTERS AND ADVERSE SITUATIONS

To the extent possible, all City employment facilities will remain open according to regularly scheduled business hours during inclement weather, disasters and adverse situations. The City Manager reserves the right to change business hours and/or close City facilities as conditions may warrant.

Every effort should be made to be at work due to on-going business requirements. In the event of inclement weather, disasters or an adverse situation which prevents an employee from getting to work, the employee must use accumulated vacation leave to be compensated for this time. If an employee does not have unused time off, then the time will be taken without pay. Exceptions must be approved by the City Manager.

Employees must make every effort to notify his or her Department Director of the absence prior to the start of the employee's scheduled shift.

When City facilities are closed early due to inclement weather, a disaster or other adverse situation, employees will receive pay for actual hours worked prior to closing. Employees may supplement this amount with accumulated vacation time to offset the time off from work.

8-3 PUBLIC RELATIONS

Every City employee shall continually strive to promote good public relations for the department and the entire municipal organization. Virtually everything City employees do has either a positive or negative effect on public relations.

General Public. Visitors at any municipal building or area of work shall be made to feel welcome and shall be treated in a friendly and courteous manner. All inquiries, complaints or requests for assistance shall be given prompt attention.

Release of Information. Public statements or the release of information on all matters related to municipal policy, administration and the operation of any department or personnel management shall be limited to disclosure by the City Commission, City Manager, or Department Director.

8-4 MOTIVATION/KNOWLEDGE

Every employee in the City service is working for the same public. Each City employee should constantly strive to develop a better municipal operation. All employees should acquire a thorough knowledge of their own jobs and should possess a profound respect for their work. Employees should also maintain a

constructive, business-like attitude and always strive to promote harmony among coworkers and respect for positions of authority.

8-5 PHYSICAL FITNESS

It shall be the responsibility of each employee to maintain the standards of physical fitness required for performing all assigned tasks.

In those departments where the nature of the work requires unusual or extraordinary physical exertion, coordination or dexterity, under the guidance of a physician, appropriate physical fitness standards for each such classification shall be adopted. Such standards shall be adhered to by each employee serving in any such capacity.

Any employee may be required to submit to a physical examination when requested by the Department Director and approved by the City Manager. The cost of the physical examination shall be paid by the City and performed by a City-designated physician.

Annual fitness testing will be required for all full-time firefighters. Methods used for annual testing will be based on physical requirements to maintain quality job performance and approved by the Fire Chief.

8-6 CARE AND USE OF EQUIPMENT AND FACILITIES

Any employee of the City found to be responsible for damage to or loss of City property or equipment through negligence, carelessness or abuse shall be subject to disciplinary action and may be required to reimburse the City.

No equipment, material or supplies belonging to the City shall be removed from their location or used without permission. The Department Director or City Manager shall be the only individuals with authority to grant such permission. Vehicles and other equipment assigned to individual personnel shall be used only for City business.

City equipment and facilities shall be used for official purposes only. Employees should not request or expect special privilege use of City facilities of equipment.

8-7 DRESS CODE AND UNIFORMS

Police and Fire Department. An annual employee uniform allowance shall be established for the Police and Fire Departments and maintained by the Department Director. Purchases for these departments must be approved and monitored by the Department Director based on the approved budgeted amount for a single year. Only approved general type clothing may be purchased for the plain clothes officers in the Police Department who do not work in standard uniforms.

All Departments (except Police and Fire). Employees must maintain a neat, professional and clean personal appearance always. Employees' grooming and dress should be appropriate to the work situation. This includes attention to body, teeth, nails, hair, and clothing. Hair should be clean, combed and neatly

trimmed or arranged. Shaggy unkempt hair is not permissible regardless of length. Sideburns, mustaches, and beards should be neatly trimmed.

Certain departments require their employees to wear uniforms. The basic uniform may consist of a uniform-type summer or winter shirt and dark blue uniform trousers or dark blue jeans and shoes/boots subject to Department Director approval. All uniform shirts shall bear the approved City insignia for identification. Shoes or boots are not provided by the City, but the type to be worn is subject to approval by the Department Director.

Employees must wear any uniforms as intended, and shall not deface, de-sleeve, or otherwise wear uniforms in way that is unbecoming to an employee of the City. Employees should not wear uniforms during non-working hours. Alterations are normally at the expense of the employee.

An adequate number of uniforms determined by the Department Director shall be provided to each employee in the Parks and Recreation Department, Street Division, Wastewater Division, Water Division and Flood Control Division, and the same shall be replaced as scheduled by each Department Director if damaged during the course of employment.

Any general type of clothing that is not part of the specified uniform for the respective department and is paid for with the uniform allowances shall be considered as a taxable benefit by the IRS, and the total annual amount of purchases will be added to the W-2 earning statement as additional compensation for the employee.

Uniform costs for all departments are subject to annual approval in the City budget.

Each department providing and requiring the wearing of uniforms shall develop a department policy which shall be submitted to the City Manager for approval.

Should an employee have any questions regarding this appropriateness of attire, they should direct their questions to the Department Director.

8-8 SECURITY – EMPLOYEE IDENTIFICATION.

Full-time employees will be issued two photo identification cards. These identification cards must always be visibly worn or carried on their person while working in or around a City facility/operation. In the event of an emergency or disaster, the photo identification cards will be required for access to the City and/or City facilities. Upon leaving employment or service with the City, identification cards will be turned in along with other City property.

8-9 USE OF OFFICIAL BADGE OR CREDENTIALS

City employees shall not allow their badges or credentials to be used by unauthorized persons. Employees may not use their badges or credentials for personal gain.

8-10 PERSONAL PROPERTY

Employees are discouraged from bringing valuables or large amounts of cash to work. The City assumes no responsibility for loss or theft of personal property.

8-11 CLEANLINESS OF WORK AND PUBLIC AREAS

To provide a professional work environment, the City asks that all employees maintain their workspaces in a clean and orderly manner. This requirement also extends to shared public areas such as conference and break rooms.

8-12 SMOKING, VAPING AND ELECTRONIC CIGARETTES

Because of increasing evidence that second-hand tobacco smoke and vapor from electronic cigarettes creates a danger to the health of persons who are present in a smoke or vapor-filled environment, the City regulates smoking, vaping and electronic cigarettes by City employees while on duty.

Smoking, vaping, and electronic cigarettes are prohibited within any City facility and in City vehicles. Smoking, vaping and electronic cigarettes are prohibited outside of a City facility within a ten (10) foot radius to any access point. This policy shall apply to all employees, vendors, customers, volunteers, members of the public and passengers in City vehicles.

Department Directors and supervisors shall enforce this policy daily. Violations of this policy will be considered a work rule violation, and employees will be subject to appropriate discipline.

8-13 NEPOTISM

The employment of immediate family members, as defined below, in the same department or area of operation can cause conflicts and problems such as claims of partiality in treatment at work and personal conflicts from outside the work environment being carried into day-to-day working relationships.

No person shall be employed in any department where a member of their immediate family is employed or in a department supervised by an immediate family member.

For the purposes of this policy, "immediate family" includes an employee's spouse, children, parents, brothers, sisters, grandparents or close relatives by marriage. If two (2) employees within the same department marry or cohabit during the period of their employment, one of the employees may be transferred by the City Manager to another department without loss of pay or the employee must resign. The prohibition of employment of immediate family members shall not apply to police and fire volunteers, even though they may be paid for their service (Res. 061206).

8-14 GIFTS AND FAVORS.

No elected or appointed official or employee of the City shall accept any valuable gift, whether in the form of service, loan, thing or promise, from any person, firm or corporation known to be interested directly or indirectly in any manner whatsoever in business dealings with the City, nor shall any such official or

employee accept any gift, favor or thing of value that may tend to influence such official or employee in the discharge of any duties or grant in the discharge of any duties any improper favor, service or thing of value. The prohibition against gifts or favors shall not apply to an occasional non-pecuniary gift of nominal value, an award publicly presented in recognition of public service or any gift which would have been offered or given if not an official or employee. For purposes of clarification, nominal value shall be defined as equal to or less than ten dollars (\$10.00) in value.

8-15 POLITICAL ACTIVITY.

As private citizens, employees may participate in all political activities, including holding public office, except for activities involving the election of candidates for any City office and where holding an appointive or elective public office is incompatible with the employee's City employment.

City employees are not prohibited from supporting candidates for office or from contributing labor to candidates and organizations that endorse candidates. Employees are not permitted to be candidates for City elective office or to make public endorsements of a candidate for City elective office. Support or endorsement of candidates for office shall not be permitted while acting in an official capacity as a City employee.

Any employee desiring to become a candidate for City elective office shall first take leave of absence without pay or resign. Should an employee on leave of absence without pay be unsuccessful in seeking such elective office, the employee shall be returned to employment on the same terms and conditions as any other employee who has taken leave of absence without pay. An employee is considered to be a candidate for elective office once all statutory requirements have been met to qualify as a candidate.

Political activity must not interfere with job attendance or performance. Employees are not permitted to solicit or handle political contributions in City elections. They are not permitted to wear or display political badges, buttons or signs on their person or on City property during on duty hours.

No supervisor or other person in authority shall solicit any City employee for contributions of money or labor for a candidate for elective office, or otherwise compel, or attempt to compel, any employee to support a candidate for elective office or to engage in any political activity.

The purpose of this policy is to prevent and avoid the appearance of impropriety on the part of any City employee. City employees are neither appointed to, nor retained in, the City's service based on their political affiliations or activities.

8-16 MEMBERSHIP ON BOARDS AND COMMISSIONS.

Employees shall be permitted to be a member of councils, boards or commissions that are advisory to the City, except that no employee shall be permitted to serve on the following boards or commissions: Board of Zoning Appeals, Library Board, Recreation Commission and Planning Commission.

8-17 RESIDENCY.

While employees are not required to maintain residency within the City, employees subject to frequent call out for emergency services are expected to reside within a reasonable distance of their place of employment.

It will be the duty of each Department Director to develop a policy and monitor the response times of their employees. Failure of an employee to respond according to their department policy may result in disciplinary action.

8-18 OUTSIDE EMPLOYMENT

An employee may carry on a second job on a part-time basis if:

1. The second job is approved by the employee's Department Director.
2. The second job does not conflict with the "working" hours of the employee's City job.
3. The employee maintains efficiency and productivity in the City job.
4. The second job does not cause a conflict of interest that could harm the City.

If an employee suffers an injury in the course of approved outside employment, that employee may use sick leave accumulated through employment with the City. An employee injured in outside employment may only use sick leave to the extent that when added to any workers' compensation received from the outside employment, the employee receives no more than the employee's regular City wages. City employees shall not use City worker's compensation or injury leave for injuries received while working for someone other than the City.

SECTION 9: CITY VEHICLE POLICY

9-1 VEHICLE USE REQUIREMENTS

The City shall allow certain employees with the City to utilize a City-owned vehicle to conduct City business. The following conditions apply to the use of City vehicles:

- Only City employees and other approved person(s) may drive or be passengers in City-owned vehicles.
- Employees may be required to keep vehicles overnight, depending on the demands of their position. The City Manager must approve any retention of City vehicles overnight.
- Absent approval from the City Manager, employees may not drive vehicles home if they live more than five miles from the City limits. City vehicles that are driven home by employees may not be used for personal use and may be subject to the IRS regulations governing taxes and benefits.
- All employees authorized to drive a City vehicle shall have a current Kansas driver's license and shall be subject to annual review by the City. Some employees may be required to obtain a Commercial Driver's Licenses.

9-2 DRIVER SAFETY REQUIREMENTS

Employees shall act in a safe and reasonable manner while operating a City vehicle. Listed below are a few simple but necessary rules to follow to prevent accidents and injuries:

- Do not operate the vehicle while under the influence of alcohol or drugs.
- Check the proper functioning of lights, gauges, tires, tire pressure, wipers, seatbelts, door locks, and breaks prior to use and on a daily basis. Should a defect be found wherein the safe operation of the vehicle is compromised, notify a supervisor and schedule immediate maintenance for the vehicle.
- Immediately report all accidents and traffic citations to the Human Resources Director or the City Manager. Do not leave the scene of an accident.
- Always wear a seatbelt when the vehicle is in motion. Ensure that all passengers always wear a seatbelt when the vehicle is in motion.
- Operate the vehicle in accordance with all state and local laws.
- Obey all traffic signs and posted speed limits.
- Always park the vehicle in a safe, authorized location. Lock all doors and remove all valuables.
- Utilize Direct lights from sunset to sunrise and at any time when the wiper blades are in use.
- Do not follow other vehicles too closely. Leave plenty of space for a sudden or unexpected stop.

- Do not operate the vehicle while distracted.
- Use of cellular phones or any other technology requiring a driver's attention may be used in City vehicles subject to compliance with Section 10.4 of this Handbook.
- Smoking and electronic cigarettes are City-owned vehicles is prohibited.

9-3 ACCIDENTS

In the event of an accident, employees should immediately report the accident and any injury to any person or property damage to his or her supervisor or Department Director, Human Resource Director or City Manager.

9-4 TRAFFIC AND PARKING INFRACTIONS

Employees are responsible for any and all traffic and parking infractions incurred while operating a City vehicle. The City will not reimburse employees for any monetary fines resulting from traffic and parking violations. Employees receiving traffic or parking infractions while operating a City vehicle may be subject to disciplinary action.

SECTION 10: INFORMATION SECURITY

10-1 PURPOSE

This policy is to provide guidelines and standards for information and cyber security including acceptable use of City-owned equipment, email and internet use, security incident response, access control and the use of social media.

10-2 DEFINITIONS

Artificial Intelligence (AI): The ability of a computer or computer-controlled robot to perform tasks commonly associated with intelligent beings.

Blog: A self-published diary or commentary on a particular topic that may allow visitors to post responses, redactions, or comments. Content: Any text, metadata, QR codes, digital recordings, videos, graphics, photos, and links on approved sites.

Security Incident (“Incident”): A violation or imminent threat of violation of computer security policies, acceptable use policies or standard security practices.

Cyber Security: A subfield of information security (i.e. domains, cloud, network and critical infrastructure security) that focuses on preventing, detecting and responding to cyberattacks and unauthorized access to information stored or transmitted in computer systems and networks; using tools such as firewalls, antivirus software and intrusion detection systems.

Employee: Elected officials and personnel appointed to a position (regular, temporary, or volunteer) of service with the City.

Employer: The City of Abilene

Event: Any observable occurrence in a network or system.

Incident Response: The mitigation of violations of security policies and recommended practices.

Information Security: That state of being protected against the unauthorized use of information, especially electronic data, or the measures taken to achieve this using controls such as encryption, authentication and access control.

Information Technology (IT): The use of systems (especially computers and telecommunications) for storing, retrieving and sending information.

Malware: A virus, worm, Trojan horse, or other code-based malicious entity that successfully infects a host.

Multi-Factor Authentication (MFA): A method of verifying the identity of a user by requiring two or more pieces of evidence.

Page: The specific portion of a social media website where content is displayed and managed by an individual or individuals with administrator rights.

Post: Content that an individual shares on a social media site or the act of publishing content on a site.

Profile: Information that a user provides about himself or herself on a social networking site.

Public Record: Any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.

Social Engineering: An attempt to trick someone into revealing information (i.e. a password) that can be used to attack systems or networks.

Social Media: Websites and applications that enable users to create and share content or to participate in social networking. (i.e. Facebook, Twitter, Instagram, LinkedIn, etc.)

Social Media Representative: A City of Abilene employee who has been trained in the Social Media Policy and who has been designated to establish and/or maintain a social media account on behalf of their department. A representative must be identified before the City department can use social media. Examples include but are not limited to: forums; weblogs; wikis; social networking, communication, and bookmarking sites; podcasts; photo or video sharing sites; and real-time web communication sites/systems.

Threat: The potential source of an adverse event.

Vulnerability: A weakness in a system, application or network that is subject to exploitation or misuse.

10-3 ELECTRONIC DEVICE(S)

The use of the City's information technology systems including computers, laptops, fax machines, mobile devices, tablets and all forms of internet access, are City resources and are provided as business communication tools and is intended for City business and is to be used for authorized purposes only. Use of City computers and IT shall be for lawful purposes only. While online gambling, including "fantasy sports leagues is legal, gambling on City time/property is a violation of City policy.

All technology equipment purchases must be pre-approved by the Finance Director to ensure compatibility with other network resources.

It is a violation of the City's policy for any employee, vendor or person to install hardware/software or remove hardware/software from City-owned technology equipment or attach unauthorized equipment to the City's network including game systems, computers or any device without prior approval from the City Manager or Finance Director.

Each user of the City's network must have a unique login username and password. Each user will be required to use multi-factor authentication. It is a violation of the City's policy for any user including the system administrator and supervisors to use electronic mail and computer systems for purposes of satisfying idle curiosity about the affairs of others, with no substantial business purpose for obtaining access to the files or other communications of others. Employees may not attempt to read the communications of others, "hack" into other systems or other people's logins, "crack" passwords, give

others their password or leave their password exposed to public access, breach computer or network security measures, monitor electronic files or communications of other employees or third parties.

Transmission or downloading of harassing, threatening, rude or obscene material (as defined by U.S. or local law) is prohibited. Likewise, prohibited is the transmitting, storing or retrieving of any communications of a discriminatory nature, any material which is derogatory to any individual or group, "chain letters" or any other purpose which is illegal contrary to City policies, or which might adversely affect the well-being of the City or its citizens.

Employees should not have any expectation of privacy regarding any files they create on, or transfer to, their assigned City computer or equipment. In addition, internet use and electronic mail should not be considered private. Any electronic information, images or other data (including electronic mail, internet, files and documents) obtained through or available on the City provided computer systems or networks is the property of the City of Abilene and considered public information and is subject at any time to inspections, control and disposition by Department Directors or the City Manager.

The City of Abilene reserves the right to inspect, monitor, retain or use the contents of any equipment, files, calendars, electronic mail, voicemail, internet site records or bookmarks if deemed necessary and appropriate. This information can be disclosed to management, law enforcement agents, and other authorized parties with a bona fide need-to-know. This may be done without prior consent of the sender or receiver. Employees may not, without City permission, lock or password-protect any document or electronic transmission on the City system.

Whenever an employee leaves the City or is terminated, the individual's access will immediately be disabled. Passwords will be changed for all areas previously accessible by the employee to ensure the City's information and equipment remain secure.

10-4 CITY CELL PHONES

The City understands employees have a legitimate need for mobile communications. Employee requests for cellular phones must be submitted to the City Manager's Office for review. City-owned cellular phones should be used primarily for City government business and must be used in compliance with all applicable City policies. However, incidental personal use is acceptable for employees who are required to carry a City-owned cellular phone on a routine basis.

When at all possible, employees shall refrain from placing cellular calls or using a cellular phone while driving a City vehicle. If a cellular phone is to be used while driving, the following rules shall be followed:

- Immediately determine if the vehicle can be safely driven off the road and parked in an appropriate location for the remainder of the conversation.
- Never take notes, look up phone numbers, look away from traffic or be distracted in any way while driving.
- Never send or read text messages.
- Immediately suspend any call if driving in heavy traffic or hazardous weather conditions.

When the monthly detail billing is received from the provider of service, it will be audited by the Financial Director. All Department Directors will audit their phones exceeding allocated minutes. The Department Director will have the responsibility to determine if the exceeding minutes are due to after-hour call-out time or personal usage. Personal usage charges will be paid by the tenth of the following month or they will be withheld from the next payroll. Charges for roaming and long distance will not be paid by the City unless they are related to City usage. Either the City Manager, Human Resources Director, or Department Director has the right to call any number previously called by the phone.

The City will make the initial purchase of any cell phones, but it is the responsibility of the individual to maintain the equipment in good repair while in their possession. The City does not maintain insurance policies on its cell phones. Employees should report damaged or lost equipment to their Department Director and Finance Director as soon as possible. The City will bill damaged or lost equipment to the individual who was using the equipment when the equipment was lost or damaged.

10-5 ELECTRONIC MAIL

This policy establishes guidance for the acceptable use of the City-provided electronic mail ("e-mail"). This policy applies when the users are on the City's premises using the City equipment, off the City's premises logging into the City servers, or using the City information off the Internet or by other means.

Use of e-mail is encouraged where it is suitable for business purposes, supports the goals and objectives of the organization, and is consistent with the employee's job responsibilities. E-mail is a valuable corporate resource and must not be used for personal gain, including solicitation of non-City business or illegal activity. Using a reasonable amount of City resources for personal e-mails is acceptable, but non-work-related e-mail shall be saved in a separate folder from work-related e-mail and not stored on City servers.

All e-mail use that is inconsistent with this Electronic Mail Use Policy is subject to disciplinary action, up to and including termination. Using the City's e-mail system for the following activities, although not an exhaustive list, is expressly prohibited:

- Engaging in illegal activities, such as harassing other users or sending unsolicited "spam" e-mail.
- Transmitting messages with derogatory or inflammatory remarks about an individual or group's race, religion, national origin, age, physical attributes, or sexual preference.
- Intentionally spreading computer viruses or other destructive information.
- Accessing or distributing threatening or obscene material.
- Maliciously disrupting e-mail access.
- Attempting to gain unauthorized access into any computer account or system.
- Using resources to destroy data belonging to the City or any other organization or individual.

Employees who receive any e-mails with this content from any City employee should report the matter to their supervisor immediately.

The City seeks to prevent harm to its reputation as a result of improper employee e-mail usage. The general public may view e-mail that originates from an account containing the name “the City” as an official statement from the City and not the statement of an individual employee. As a result, certain e-mail content and subject matter should be limited to the extent possible. All employees sending e-mails must carefully avoid using profanity or discussing controversial topics such as sexuality, racial issues, or other topics not in keeping with the professional image of the City. Employees should use their own personal e-mail addresses when sending or receiving information of a questionable nature, and these communications should not take place on City property or during City time.

All e-mail users are strictly accountable for the accuracy and appropriateness of links and information available from the Internet/Intranet sites. All e-mail users assume personal liability for any and all violations committed while using the City’s e-mail system.

10-6 SOCIAL MEDIA

Social media platforms must comply with applicable federal, state, and city laws, regulations and policies. This includes adherence to established laws and policies regarding copyright, public records, records retention, First Amendment rights, privacy and security laws, and conduct policies established by the City of Abilene. The best, most appropriate uses of social media platforms for the City of Abilene fall into two general categories: as channels for disseminating time-sensitive information as quickly as possible (i.e., emergency information); and as marketing or promotional channels which increase the City’s ability to deliver its messages to the widest possible audience.

Each Department Director will designate at least one Social Media Representative for the department, who is responsible for providing and updating content and information posted on the social media site(s) pursuant to policies set forth. It is the responsibility of Social Media Representatives to read and adhere to relevant policies, maintain archival data, maintain current accurate information via City social media platforms, and ensure that the City is being appropriately represented. It is the responsibility of Department Directors or designees to enforce this policy, to ensure that relevant City standards are met, and to ensure that the use of social media platforms meets the City’s business needs. It is also the responsibility of Department Directors or designees to review and make decisions regarding the approval and distribution of information on social media platforms.

All requests for official City of Abilene social media sites are subject to review and approval by the City Manager. To request a new social media site, a Social Media request in writing must be submitted to the City Manager.

Typically, a Terms of Service (TOS) agreement is associated with the use of third-party social media tools. Each social media site usually requires users to accept a TOS agreement specific to that site. In order to avoid violations, the Social Media Representative in conjunction with the City Attorney will:

1. Review the most current TOS prior to implementing any new social media site.
2. Review significant amendments made to the TOS for any sites currently used by the City, to determine whether these amendments contradict City policy.

3. If the TOS appears to contradict City policy, the Social Media Representative will notify the City Manager, who will determine whether the use of such social media site is appropriate.

Each Social Media Representative authorized to access and update a social media site must have a unique user account. Multiple Social Media Representatives will not share a generic login, and Social Media Representatives may not share their login or passwords with other staff members, volunteers, or others who update the social media site. Upon separation of the Social Media Representative, the Department Director or City Manager will be responsible for changing the login and password. Each social media user account will be set up in conjunction with an official City e-mail account for the purposes of privacy, security, and records retention. The Social Media Representative for each department will maintain a list of all City social media sites, logins, and passwords. As needed, she/he may create administrative user accounts to enable the City to change account settings and to immediately add, edit, or remove content from social media sites.

The official Website of The City of Abilene (www.abilenecityhall.com) will remain the City's primary and predominant internet presence. Language Content provided by the City on social media sites should avoid the use of abbreviations, jargon, acronyms, or slang iterations. Although social media sites are often more casual than other communication tools, they still represent the City and should maintain a professional image. The City's social media sites will use approved names, official titles, and the official City logo in the header/main page whenever possible. Equal Access Social Media sites requiring membership or subscription to view content should be avoided. Security settings should be as open as possible to allow the public to view content without requiring membership or login

A social media platform, like any communication resource, must be updated regularly to ensure the information provided is current, accurate, and useful. Social Media Representatives are responsible for maintaining social media sites by viewing and updating them as necessary and appropriate. As a general rule of thumb, social media site content should be updated at least once per week. Commenting and Discussions
Commenting and/or discussion boards are prohibited unless approved by the City Manager.

Users of the City's social media sites shall be notified that the intended purpose of the site is to serve as a mechanism for communication between City departments and members of the public. All social media sites must include a general disclaimer regarding public records and external links.

All City of Abilene presences on social media platforms are considered an extension of the City. Approved Social Media Representatives are permitted to access and maintain approved City social media accounts during regular work hours and/or using City equipment. Employees representing the City via social media platforms must conduct themselves at all times as representatives of the City of Abilene. Employees who fail to conduct themselves in an appropriate manner are subject to the disciplinary procedures outlined in applicable. When posting information on the City's or another agency's social media site, the Social Media Representative must identify themselves by full name, title, agency, and contact information, and shall address issues only within the scope of their specific authorization. All content posted by the Social Media Representative on the City's social media sites should be true and not misleading and all claims should be substantiated. In the event inaccurate information is posted on the City's social media sites it should be removed as soon as discovered and a public correction should be made. If employees exchange information on the City's or another agency's social media site but are not authorized to speak on behalf of the City,

they must clarify that they are presenting information on their own behalf and that they do not represent the position of the City.

Any public records created through the use of social media platforms are subject to State and Local public records laws and records retention requirements. Each City-sponsored social media site must clearly indicate that any articles or other content posted or submitted for posting are subject to public disclosure laws. An original record is created when unique information related to City businesses is posted on social media sites, which are not provided via the City's official website or in another format, and are, therefore, subject to the Public Records Act and records retention requirements. Examples of original records that may be created through use of social media sites include, but are not limited to a. Account information (user names, passwords, etc.); b. Listings of social media site 'friends,' 'followers,' 'fans,' etc.; c. Information posted to social media sites that was not first provided via the City's official website, press release, or other format. All social media content with public records value must be maintained for the minimum required retention period in an easily accessible format that preserves the integrity of the original record to the extent possible. The Social Media Representative should refer to the most recent versions of the Kansas State approved Records Retention Schedules for applicable records retention requirements. In general, the majority of content provided by the City on social media sites must be retained for at least two years. Various methods may be employed to retain public records created on social media sites. Options include: a. Archiving Software/Service: The City may use software or service designed to capture content from social media sites for retention and retrieval; b. E-mail: Updates, comments and account change notifications are sent to a City email account created for this purpose and retained as described in this section; c. Website Capture: Web capture tools may be used to capture snapshots of City's social media sites in their native format, such as the Washington State Digital Archives website capturing program; or d. PDF Format: Staff may convert social media pages to PDF format, and the PDF files saved for retention purposes. This option retains the content and formatting (look and feel) of the original web page.

Employees should not include personally identifiable information about themselves or others, such as Social Security Numbers, personal phone numbers, email addresses, or home address via official City social media sites. As a security measure, Social Media Representatives shall not use the same password used in their personal accounts as the City's password. Employees may not post any content involving or related to any of the following: a. Items that are involved in litigation or that could be involved in future litigation; b. Violates copyright license agreements; c. Promotes or advertises any political campaign or ballot measure; d. Can be used for or to promote any illegal activity; e. Promotes or solicits for an outside organization or group unless authorized by the City Manager; f. Defamatory, libelous, combative, offensive, disparaging, demeaning, or threatening materials related to any person or group; or g. Personal, private, sensitive or confidential information of any kind.

10-7 INCIDENT REPORTING

The Department Director or City Manager must be immediately notified if any of the following occur:

- Sensitive City information is lost, disclosed to unauthorized parties, or suspected of being lost or disclosed to unauthorized parties.
- Unauthorized use of the City's information systems or equipment has taken place or is suspected to have taken place.

- Passwords or other system access control mechanisms are lost, stolen or disclosed or suspected of being lost, stolen or disclosed.
- Any unusual system behavior, such as missing files, suspicious emails, frequent system crashes, misrouted messages, etc.

10-8 VIOLATION OF POLICY

Employees shall be subject to immediate discipline for violating the City's Information Security Policy. Employees who learn of any misuse of software or related documentation within City operations shall immediately notify their Department Director, or the City Manager.

SECTION 11: RECRUITMENT, SELECTION, TRAINING AND DEVELOPMENT

11-1 QUALIFICATIONS FOR EMPLOYMENT

All applicants must complete an application form to be eligible for employment with the City and complete a release and waiver for a pre-employment background check. All applicants must also meet the minimum qualifications and be able to perform, with or without reasonable accommodations, the essential functions of the positions sought. Upon receiving a conditional offer of employment, an applicant may be required to successfully complete a physical examination or other tests. All City employees must meet the requirements of the City Drug and Alcohol Testing Policy.

11-2 EMPLOYEE SELECTION AND PROMOTION

Whenever possible, the City will attempt to fill vacancies for supervisory, skilled, and upper-level positions from the ranks of existing employees. All employees seeking promotion shall be expected to meet the minimum qualifications for the classifications to which they seek promotion. Employees seeking promotion may be required to undergo a physical examination or other tests.

Notices of position vacancies can be distributed, as necessary, through electronic mail ("email"), through internal memoranda, or by posting on City bulletin boards. Before filling any approved vacant position, current employees who are qualified and who apply for the position shall be given equal consideration for transfer and promotion.

The City Manager or Human Resources Director shall determine position vacancy posting dates and application closing dates.

Competitive Selection. The City Manager may designate the class of eligible applicants based on any of the following criteria:

- Internal. The selection process may be limited to persons in the City service or a segment thereof.
- Open. The selection process may be opened to the general public without special preference or consideration for any City employees who apply.
- Open; Internal Preference. The selection process may include both City employees and members of the general public, with City employees given preference in application and/or consideration.

Non-competitive Selection. When in the best interests of the City, a non-competitive selection process may be specified by the City Manager.

Voluntary Demotion. Demotion is the assignment of an employee from a position in one class to a position in another class having a lower maximum salary. An employee may request a demotion at any time. Such voluntary demotion will not be effective until approved by the City Manager.

Demotion in Lieu of Layoff. An employee may be demoted as an alternative to layoff. Such demotion may be fully or partially rescinded at any time through non-competitive promotion.

Lateral Transfer. Lateral transfer is any assignment from one position to another not involving a promotion or demotion. The City Manager may consider a lateral transfer at an employee's request or when it serves the City's best interest.

11-3 REQUIRED CERTIFICATIONS

If an employee's job requires a license or certification, it is the employee's responsibility to maintain a current and valid license or certificate during employment. Proof of renewal may be required and must be presented by the employee, if requested by the Department Director or Human Resources Director. Any change in status of an employee's license or certification must be reported immediately by the employee to his or her immediate supervisor.

Employees that are required to have a CDL as part of their job will be reimbursed by the City for the cost difference between the regular license and the CDL when a reimbursement request is submitted to their Department Director.

11-4 ORIENTATION AND TRAINING

Each employee will receive orientation training including, but not limited to, duties of the position, hours of work, relationship to other employees, safety precautions, emergency procedures and other relevant information about employment. When possible, orientation training will be provided on the first day of employment by their supervisor or department director. Some positions as designated by the City Manager, Human Resources Director, or Department Director may be required to sign a training/retention/reimbursement form.

11-5 PERFORMANCE REVIEWS

Understanding one's strengths and weaknesses is critical to successful job performance. The City is committed to helping employees improve their performance and to identifying those areas in which employees excel and those areas that may need improvement. Accordingly, supervisors, Department Directors, and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis.

The City shall make every effort to complete a formal, written evaluation of all full-time and part-time employees following their first three months of employment with the City or in a new position, and, thereafter, on an annual basis. Supervisors or managers may evaluate an employee on a more frequent basis. Performance reviews are maintained permanently in the employee's personnel file.

The City Manager, or his or her designee, shall have the responsibility for administering the performance review. The employee's immediate supervisor should rate the employee when possible.

Merit increases dependent on performance evaluation may be provided in accordance with the City's Employee Classification and Pay Plan and/or Budget of the City.

In accordance with the City's Employee Classification and Pay Plan, subject to annual appropriation by the City Commission, the criteria for merit salary adjustment shall be:

- At the end of the initial three months of employment with the City or in a new position, a satisfactory or higher rating on the job performance evaluation; or
- Annually thereafter based on satisfactory or higher rating on the current job performance evaluation.
- If budget allows and approved by City Commission.

SECTION 12: EMPLOYMENT STATUS, CLASSIFICATION AND RECORDS

12-1 NATURE OF EMPLOYMENT

Most employees of the City do not have individual, written contracts for specific, fixed terms and are employed at-will. "At-will" means that you or the City may terminate the employment relationship at any time, with or without cause or reason, and with or without advance notice. If an employee has a question with regards to at-will employment, he or she is advised to consult with the Human Resources Director.

12-2 EMPLOYMENT CLASSIFICATIONS

To assist employees in determining their eligibility for City benefits, and the calculation of the accrual of such benefits, the City establishes the following employment classifications:

- **FULL-TIME:** Employees who work on a regular, continuing basis for not less than eight hours a day, or forty hours in a standard workweek of seven days (not less than 2,080 hours per year). Firefighters shall be considered full-time if they work on a regular, continuing basis for not less than 144 hours in their modified workweek of nineteen days (not less than 2736 hours per year).
- **REGULAR PART-TIME:** Employees who work not less than twenty hours in a normal full-time seven-day workweek, or not less than 1,000 hours per year on a continuing basis.
- **NON-REGULAR, PART-TIME:** Employees who work less than a normal full-time workweek and who are not scheduled on an annual basis. The actual hours of a non-regular, part-time position may vary during the year. Non-regular, part-time employees are not eligible for benefits. Students eighteen years of age and under working between academic terms shall be considered non-regular, part-time employees regardless of the number of hours worked.
- **TRAINING/PROBATION PERIOD:** Full-time or part-time employees must complete a three-month training/probation period. The employee's training period may be extended at the discretion of the City Manager. Firefighters and Police Officers must complete a minimum one-year training/probation period.
- **SEASONAL:** Employees who work on a regular, or continuing basis, but only during a specific "season" or portion of the year. The anticipated date of termination is usually known prior to commencement of employment.
- **TEMPORARY:** Employees who are employed for temporary periods, so that they cannot be said to work on a regular, continuing basis. A temporary position may be created as a result of a federal or state grant of limited duration for a program or project, or to fill a position while a full-time employee is on leave. The anticipated date of termination or duration of employment is usually known prior to commencement of employment.

In addition, employees are classified in one of two classifications for wage and hour purposes under federal and state law:

- **NON-EXEMPT EMPLOYEES:** Employees who are eligible to receive overtime compensation at the rate of one and one-half times the employee's regular rate for all hours worked over forty hours in a workweek. Fire department personnel shall be eligible for overtime compensation for all hours worked over 144 hours in a nineteen-day workweek. Police Officers shall be eligible for overtime compensation for all hours worked over 160 hours in a twenty-eight day workweek.
- **EXEMPT EMPLOYEES:** Employees who are not eligible to receive overtime compensation for hours worked in excess their standard workweek. Categories of exempt employees include, but are not limited to: executive, administrative, and professional. All exempt employees shall be notified of their exempt status at the time of hire or at the time of a change in status of their exempt classification.

In the event of a change in status, it shall be at the discretion of the City Manager to determine whether service credit shall be given for temporary employee status work. Any employee who changes from temporary to part-time or full-time status shall be considered a new employee as of the date of such change.

Consultants, contracted labor, interns, and volunteers are not considered to be the City employees. Personnel engaged through working agreements, contracts, or arrangements with temporary services agencies shall be classified as temporary employees, and as such, shall not be entitled to receive benefits provided by the City.

Employees who have questions regarding their employment classification should contact the Human Resource Director.

12-3 PERSONNEL FILES

Information Contained in Personnel Files. Certain personal information is required to be maintained to satisfy governmental requirements; other information is vital for benefits purposes. The Human Resource Director shall keep such information in personnel files for all persons employed. The personnel file may include, but is not limited to, such information as the employee's job application, resume, training records, performance reviews, compensation history, and related documents and materials. Copies of professional licenses, certifications, and training verifications must be submitted by the employee to the Human Resource Director. All medical and health records are maintained separately, however, and access to such information is highly restricted. Personnel files are City property.

Personnel File Updates. An employee's eligibility to receive certain benefits and benefits payments may be affected by failing to provide current personal information. Employees shall promptly notify the City of any changes in certain personal information, including but not limited to: legal name change, mailing address, telephone numbers, marital or familial status, name of spouse and dependents, and emergency contact

information. These changes should be submitted in writing to Human Resources by using a Personnel Status Reporting Form, attached to this Handbook, and a new W-4 form.

12-4 REQUESTS FOR PERSONNEL INFORMATION

All requests for recommendations or information concerning employees shall be handled by the Human Resource Director. Without a full release form signed by the employee, the only information the Human Resources Director will provide is date of hire, position held, salary, and date of termination. Personnel files are City property.

Third-Party Access to Personnel Information. Access to personnel records shall be restricted, so as to maintain as much confidentiality as practical. The City reserves the right to verify employee information such as employment status and job title to law enforcement, public safety officials, or medical officials who have a valid need to ascertain limited, specific information about the employee, without notification to the employee involved.

Employee Access to Personnel File. Employees may, upon a written request and with a minimum of two days' notice to the Human Resource Director, review their own personnel file. All personnel files shall be viewed only on the City's property and in the presence of the Human Resource Director, or his or her designee, at a time convenient to the Human Resource Director, or his or her designee. Employees may review their own personnel file only during the employee's non-working hours. Under no circumstances may an employee remove his or her personnel file, or any part of it, from the City's property.

SECTION 13: COMPENSATION, TIMEKEEPING, HOURS AND PAYROLL

13-1 PAY PLAN ESTABLISHED.

The City Commission shall establish a Pay Plan, which may be periodically updated, to set the minimum and maximum rate of pay for every City position except for the positions of members of the City Commission, City Manager, and Municipal Court Judge, which shall be established separately.

Regular full-time employees shall receive the wages prescribed for their position. Part-time or temporary employees (whether full-time or part-time) shall receive wages at a rate determined by the City Manager.

The promotion of an employee to a class with a higher salary range shall include an increase in salary to at least the minimum for the new classification upon approval of the City Manager. Promotional pay increases may be delayed for a period not to exceed three months pending satisfactory completion of a training period for the job to which promoted.

If an employee is reclassified or demoted to a lower classification, the employee's salary may be reduced as established for that classification. Any changes in pay as a result of such reclassification or demotion will occur simultaneously with such reclassification or demotion.

13-2 SALARY RANGE NEW EMPLOYEES

A new employee normally will enter employment at the minimum rate of pay for the position. Original appointment above this rate may be made with the recommendation of the Department Director to the City Manager. A condition of an appointment above the minimum rate will depend upon the department's budgeted wage line item and that the candidate for the employment exceeds the minimum qualifications with either education or experience.

13-3 MERIT SALARY INCREASE

Meritorious service is recognized at the time of annual evaluation. Merit salary increases shall not be routine, automatic or based upon longevity.

13-4 REGULAR RATE OF PAY

An employee's Regular Rate of Pay is the equivalent of the employee's hourly rate plus additional compensation paid to an employee for the normal, non-overtime work week. All remuneration for employment paid to the employee, except payments specifically excluded in this Handbook and/or as allowed by law, shall be included in the employee's Regular Rate of Pay.

An employee's Regular Rate of Pay shall not be deemed to include: (1) payments made for occasional periods when no work is performed due to vacation, holiday, illness, bereavement leave, insufficient work, or other similar cause; (2) reasonable payments for traveling expenses, or other expenses, incurred by an

employee in furtherance of the City's interests and reimbursable by the City; and (3) other similar payments to an employee which are not made as compensation for the employee's hours of employment.

13-5 OVERTIME

Overtime shall be allowed when an emergency exists, or overtime is necessary to carry out essential services of the City. Employees may occasionally be required to work overtime to meet the demands of customers. Non-exempt employees are eligible for overtime pay for work beyond forty hours per workweek except: (1) fire department employees are eligible for overtime pay for work beyond 144 hours in a nineteen-day work period; and (2) police department employees are eligible for overtime pay for work beyond 160 hours in a 28-day work period. Exempt employees, as defined by the Fair Labor Standards Act, are not eligible to receive overtime pay.

Employees shall receive authorization by the employee's supervisor before it is performed. Supervisors shall limit overtime for periods when an emergency exists, or overtime work is necessary to carry out essential services of the City as assigned by the employee's immediate supervisor or Department Director. It is the employee's responsibility to accurately record and submit record of any overtime worked. Working overtime without prior authorization may subject an employee to discipline, up to and including termination.

In accordance with the Fair Labor Standards Act (FLSA), the City of Abilene will grant employees compensatory time off in lieu of compensation for hours worked in excess of 40 hours a week, or other permissible work schedules for law enforcement, firefighting, emergency management, and other employees. Compensatory time will be accrued at time and one-half and cannot exceed 120 hours at any time during the year, based on the time and one-half accrual rate for hours worked in excess of 40 hours a week. Exempt employees, as defined by the FLSA, are not eligible for compensatory time.

Compensatory time must be used before vacation time. Department Directors are responsible for managing their employees' use of compensatory time and that it is being used throughout the year.

Employees may carry over a maximum of 60 hours from one year to the next. Hours in excess of 60 will be paid to the employee.

In the event any portion of the policy is interpreted to conflict with the Fair Labor Standards Act or its regulations, that the conflicting portion shall be struck and the remainder of the policy shall continue in full force and effect.

The City Manager may periodically request an audit of overtime and compensatory time to ensure that it is being used according to the policy and any applicable guidance memoranda.

13-6 WORK PERIODS

The City has established a seven-day work period for all employees that shall begin on Sunday and end on Saturday of each week. This work period will apply to all departments of the City except the Fire Department and Police Department employees. Firefighters shall work a nineteen-day work period and

Police Department employees shall work a 28-day work period. The work period for Police Department and Fire Department employees shall not coincide with the regular fourteen-day pay period.

13-7 WORK SCHEDULES AND SHIFT ASSIGNMENTS

Standard Business Hours. All work schedules different than the standard work schedule shall be approved by the City Manager. The City will make every attempt to provide employees with a consistent schedule. The City reserves the right to change the work schedule as necessary.

Lunch and Rest Breaks. It is the policy of the City to provide lunch and rest breaks during the course of the workday. One hour may be taken for lunch, as specified by an employee's supervisor. The lunch hour is an unpaid break and will not be eligible for employees to accumulate overtime or compensatory time. Additionally, employees may take a paid rest break of fifteen minutes for every four hours of continuous work. The time of the rest break, usually mid-morning and mid-afternoon, shall be determined by the employee's supervisor. However, business conditions may preclude this privilege from being granted. It should be understood that breaks are a privilege granted at the discretion of the City.

13-8 RECORDING OF TIME

It is the employee's responsibility to accurately record all time worked. Non-exempt employees must record time out if they leave the premises for lunch breaks or other personal reasons and record time in upon their return.

Employees who fail to record time in or out must correct his or her time record immediately to accurately record the actual time worked.

Willful failure to record time in or out or recording time not worked is considered theft of company time. Employees who engage in theft of company time shall be subject to immediate discipline, up to and including immediate discharge from employment.

Employees must sign their timecards at the end of every pay period.

13-9 PAY PERIOD AND PAYDAYS

All employees are paid on Fridays by direct deposit on a bi-weekly basis, regardless of full or part-time status. Employees will not have the option to be paid in any method other than direct deposit.

Payroll information is confidential and shall not be communicated to fellow employees. Paychecks and/or payroll information will only be distributed to the named employee, unless a signed letter from the employee authorizing other arrangements has been delivered to the Human Resource Director. Questions regarding employee pay or paydays should be directed to the Human Resource Director or their designee.

13-10 PAYROLL DEDUCTIONS

The City is required by law to make certain deductions from every employee's paycheck, including those for federal, state, or local income taxes and the employee's share of Social Security and Medicare. Eligible

employees may authorize deductions from their paychecks to cover the costs of participation in certain benefit programs and for other purposes as allowed by law. All full-time employees who are eligible are required to participate in the Kansas Public Retirement System and an additional deduction will be made for the employee's share of the retirement program. In addition, the City is required by law to recognize certain court orders, liens, and wage assignments.

The City does not condone unlawful deductions and will make every effort to ensure compliance with the Fair Labor Standards Act and state wage and hour laws. If an employee notices deduction on his or her paycheck that are incorrect or were taken in error, he or she should notify the Human Resource Director immediately. The City will make any necessary corrections as soon as possible.

13-11 GARNISHMENTS

The City shall honor lawful garnishment orders and orders for support. Employees who wish to dispute a garnishment should contact his or her legal representative or the creditor. **The City cannot change or dishonor a garnishment order.**

13-12 PAYROLL DIRECT DEPOSIT

Direct deposit of payroll into employees' accounts will be utilized and enables employees to have use of the funds without having to personally receive and deposit their checks. This benefit is administered to all employees; employees may not opt out of direct depositing of payroll.

The Human Resource Director or designee has the required forms to initiate direct deposit and will explain the process at the time of employment. Once direct deposit is started, employees continue to receive an earnings statement summarizing earnings and deductions for the pay period and year to date. Employees are responsible for verifying that their pay has been deposited in their bank account before writing checks using these funds. Although funds are transferred out of the City's bank account prior to each payday, there is no guarantee when the bank will post these funds to the employee's account. There may be several banks involved in transferring funds from the City's bank account to the employee's bank account.

In the event that an employee's paycheck deposit is delayed, either due to the transfer of funds from one bank to another or other reasons beyond the City's control, the Human Resource Director or designee will assist the employee in identifying the problem and possible solution in as timely a manner as possible. Any such situation must be researched before a replacement will be issued. If a duplicate payment is made because payroll funds are deposited into an employee account after the City already has issued a replacement check, the employee agrees to immediately reimburse the City for the duplicate payment.

13-13 W-2 FORMS

W-2 Forms will be issued in accordance with the guidelines established by the Internal Revenue Service. It is each employee's responsibility to keep the Human Resource Director informed of his or her current address. W-2 Forms will be mailed to the last address on file for persons no longer employed with the City.

13-14 PAYMENT OF WAGES AT SEPARATION

An employee who retires, voluntarily resigns, or is involuntarily terminated by the City will receive his or her final paycheck on the first regularly scheduled payday following his or her termination and will not receive pay for any accrued paid leave except accrued, but unused vacation leave. An employee that leaves employment before the completion of the three-month training period will not receive pay for their accumulated vacation leave. Final compensation for a deceased employee shall be paid to the estate of the deceased in accordance with this policy.

13-15 CALL-OUT PAY

A Call-Out is defined as an unscheduled request made by an appropriate management official for a non-exempt employee to return to work after leaving the work location at the end of his or her regular shift and before the beginning of the next regularly scheduled shift. Extension of the normal workday is not considered call-out for the purposes of this policy. Records justifying the reason for calling the employee out for duty shall be prepared and made available to the City Manager upon request.

Regular Employees; 40-Hour Work Period. An employee working a 40-hour work period who is directed to respond to a call-out shall be paid for the time worked, or a minimum of two hours, whichever is greater, at the employee's regular rate unless the call-out places the employee in overtime eligible status.

Police Officers; 160-Hour Work Period. Police officers working a 160-hour work period shall be paid to respond to a call-out as directed by his or her supervisor for time worked, or a minimum of two hours, whichever is greater, at the employee's regular rate unless the call-out places the employee in overtime eligible status. Police officers working a 160-hour work period shall receive overtime pay as required.

Firefighters; 144-Hour Work Period. Firefighters working a 144-hour work period shall be paid to respond to a call-out as directed by his or her supervisor for time worked, or a minimum of three hours, whichever is greater, at the employee's regular rate unless the call-out places the employee in overtime eligible status. Firefighters working a 144-hour work period shall receive overtime pay as required. Volunteer Firefighters shall be compensated for responding to fire and rescue runs at the established rate for the time worked.

13-16 LONGEVITY PAY.

In 2008, the City Commission approved discretionary longevity pay. The City Commission may grant **discretionary** longevity pay funds permitting, and upon the recommendation of the City Manager and approval of the City Commission. Discretionary longevity pay shall not be guaranteed. If longevity is paid, classified full-time employees shall be eligible to receive the longevity pay, provided they have completed at least five consecutive, uninterrupted years of service with the City. Time of services shall be considered as of November 30 of the year that it may be paid, in a classified position. **If longevity is paid,** it shall be distributed to employees by December 31. The following table shows the longevity pay program:

Years	Amount
5 through 9	\$200.00
10 through 14	\$400.00
15 through 19	\$600.00
20 through 24	\$800.00
25 and over	\$1,000.00

If an employee leaves employment prior to payment of and approval of Longevity Pay for that year by the Commission, the Longevity Pay will not be paid to that employee.

13-17 EMPLOYEE RECOGNITION PROGRAM.

Employees who have worked for the City for an extended period of time are eligible for employee longevity program awards, including an award for five years of service. Employees shall be recognized by the League of Kansas Municipalities for 10, 15, 20, 25, 30, 35 and 40 years of service and shall receive a gift certificate to a local business in the amount of \$10.00 for each year of service. Employees may also receive other types of recognition as approved by the City Manager and the City Commission.

13-18 SUGGESTION AWARDS PROGRAM.

The Suggestion Awards Program is designed to improve productivity and the quality of public service in City operations by implementing practical suggestions from as many employees as possible. This program allows employees to express their ideas about better ways to do their jobs and rewards employees with some of the savings or benefits resulting from those ideas.

Suggestions must be “constructive” ideas submitted in writing to the Human Resource Director. Eligible suggestions must:

- Increase productivity;
- Improve service to the public;
- Add a new source of revenue;
- Reduce costs, duplication or waste;
- Improve working conditions or safety; or
- Conserve labor, materials or energy.

A suggestion is not eligible if it:

- Deals with routine matters, such as standard equipment or normal replacements, repairs or maintenance;
- Proposes minor improvements in working conditions that the employee or department Director can correct through normal or customary action;
- Points out problems without proposing solutions or is a proposal which has the nature of a grievance;
- Concerns pay and job classifications;
- Increases existing fees or charges;
- Duplicates an earlier suggestion;
- Concerns applications of technology that are widely accepted as routine; or
- Concerns a situation that exists only because established procedures are not being followed.

Annual award amounts are recommended by the City Manager. The minimum award for an implemented suggestion is a Personal day off with pay. Awards for selected suggestions are differentiated between “tangible” benefits, which can be measured in dollars, and “intangible” benefits, which cannot be measured in terms of dollars but are worthy of adoption.

Tangible. An employee whose suggestion results in a 10% reduction in department expenses (a minimum of \$5,000), a reduction in measurable employee time or a revenue increase may receive up to two personal days off subject to scheduling approval by the supervisor.

Intangible. Where the value of a suggestion cannot be measured entirely or precisely in actual savings, suggestions are eligible for an award of up to one personal day off based on:

- How effective the proposed solution is;
- How serious the problem is;
- How extensive the problem is;
- How probable the problem is; and
- How ingenious the suggestion is.

All awards for groups of employees who submit suggestions that are implemented shall receive awards that are prorated, but not less than two hours of paid leave.

If a suggestion is not implemented as stated but leads to a different but related solution to the problem, an “indirect award” may be based on a yearly savings or revenue increase up to a maximum of one personal day off.

If the benefit from a suggestion cannot be accurately estimated when it is implemented, the City may confer an “interim award” (up to one personal day off). After the first year, an additional award may be given if actual results justify it.

City employees may obtain a Suggestion Awards Program Form from the Human Resource Director at City Hall. They should complete the form following instructions on the back and return to the Human Resource Director.

SECTION 14: EMPLOYEE PRIVILEGES, TIME OFF, AND LEAVES OF ABSENCE

14-1 HOLIDAY PAY POLICY

All full-time employees are eligible for holiday pay. For those days designated as off days or designated holidays, employees shall be paid wages equal to the wages they would have earned for the number of hours they would have been scheduled to work on that day. Full-time employees required to work on a designated holiday shall be paid for the total number of hours worked that day at their regular rate, in addition to the standard holiday pay.

Regular part-time employees are eligible for four hours of holiday pay for designated holidays.

Non-regular part-time, temporary and seasonal employees are not eligible for holiday pay. Non-regular part-time, temporary, and seasonal employees required to work on a designated holiday shall be paid for the total number of hours worked that day at their regular rate.

The City observes the following holidays:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veteran's Day (November 11)
- Thanksgiving (Fourth Thursday in November)
- Friday following Thanksgiving
- Christmas Eve (December 24)
- Christmas (December 25)

The City-designated holidays which occur during an employee's pre-scheduled paid time off shall not be counted against the employee's accrued paid time off. Holidays that fall on a Saturday or Sunday will be recognized the preceding Friday or following Monday.

14-2 VACATION.

Vacation leave shall be earned and accrued from the most recent day of employment under the conditions hereinafter stated. Vacation leave shall be granted after an employee has satisfactorily completed the three-month training period. An employee who works less than twelve days in any month shall accrue no vacation credit for such month of service, provided the limit of twelve days shall not apply to an employee on paid vacation or sick leave. Seasonal and temporary help shall not earn vacation time.

Floating Holiday. Full-time employees will be entitled to one floating holiday per year. If the floating holiday is not used it will not carry over into the next year.

Full-Time Employees. Full-time employees are entitled to paid vacation leave time according to the following schedule, provided no paid vacation leave time may be taken during the first three months of employment.

<i>Years of Continuous Service</i>	<i>0-4</i>	<i>5-9</i>	<i>10-14</i>	<i>15-19</i>	<i>20+</i>
<i>Hours per year</i>	<i>80</i>	<i>100</i>	<i>120</i>	<i>140</i>	<i>160</i>
<i>Fire Department Full Time Regular Continuous Service</i>	<i>0-5</i>	<i>5-10</i>	<i>10-15</i>	<i>15-20</i>	<i>20+</i>
<i>Hours per year</i>	<i>109.46</i>	<i>136.24</i>	<i>164.06</i>	<i>190.58</i>	<i>218.66</i>

Part-Time Employees. Regular part-time employees who work less than twenty hours per week receive no vacation or other leave or benefits. If they work twenty hours or more, but less than forty hours per week, they will accrue benefits at a pro-rated amount based on average hours worked on a weekly basis.

Training/Probation Period; Full-Time Employees. Employees during their initial training period shall be credited with vacation leave for each month of employment but shall not be permitted to use any vacation credit until they have completed their three month/probation training period. Employees terminated prior to completing their training period shall not be paid for any accrued vacation leave. Police Officers and Firefighters may use vacation after completion of 3 months out of their twelve-month training/probation period.

Annual Usage/Carryover. Vacation leave may be taken any time after three months of employment, after it is earned, subject to supervisor approval. If an employee is prevented from taking earned vacation during any year, the employee will be allowed to carry over up to 160 hours of vacation annually into the following year. Under no circumstances may an employee take pay for vacation time in lieu of time off. Any vacation leave in excess of 160 hours for all employees will be lost as of January 1st of each year.

All employees classified as non-exempt in accordance with FLSA may use vacation leave in units of not less than thirty minutes, subject to the approval of their supervisor. In case of conflict, vacation leave shall be granted based on seniority.

All employees classified as exempt in accordance with FLSA may use vacation leave in units of not less than four hours.

Holiday During Vacation. City holidays which occur during the taking of an employee's vacation leave will not be counted as a day of vacation.

Time spent on vacation leave is not considered for purposes of calculating compensable overtime in accordance with the FLSA.

Vacation leave shall not accrue while an employee is on unpaid leave status, and time spent on vacation leave does not count toward overtime.

14-3 SICK LEAVE.

All regular full-time employees shall be entitled to sick leave with pay for illness, injuries, accidents, doctor or dental appointments, or other physical incapacitation, regardless of whether it occurs on or off the job. An employee may use earned sick leave in the case of an illness within the immediate family. Immediate family is defined for sick leave benefits as an employee's spouse; children, biological adopted or step; parents; siblings; grandparents; grandchildren, or equivalent in-laws.

At any time, a Department Director may require a signed statement from a licensed healthcare practitioner verifying the employees ability to return to work and perform his or her duties.

Amount of Sick Leave. Regular full-time employees shall earn one working day of sick leave for each full month of service. Except when on vacation or sick leave, employees who work less than twelve days in any month shall accrue no sick leave credit for that month of service.

Accumulation of Sick Leave. Employees may not accrue more than 120 days, or 960 hours, of sick leave.

Usage of Sick Leave. All employees classified as non-exempt in accordance with FLSA may use sick leave in units of not less than thirty minutes.

All employees classified as exempt in accordance with FLSA may use sick leave in units of not less than four hours.

Doctor's Certificate. If an employee is absent due to illness or other medical condition for three or more consecutive days, he or she is required to provide a signed statement from a licensed health care practitioner verifying the employee's inability to perform his or her duties because of illness or injury. This shall be turned into the Human Resource Director. A signed statement from a licensed health care practitioner is required in all cases of work-related injury when the employee has been unable to work after the time of the injury regardless of the number of days the employee was absent from work.

Notification. To be eligible for paid sick leave, an employee shall give reasonable notice to an immediate supervisor of the reason for the absence.

Abuse of Sick Leave. An employee who improperly claims sick leave shall be subject to disciplinary action, including loss of pay or dismissal.

Sick leave days are not considered for the purpose of calculating compensable overtime in accordance with FLSA.

Sick leave shall not accrue while an employee is on unpaid leave status, and time on sick leave does not count toward overtime.

Termination of Employment. An employee shall not be paid for any unused sick leave upon termination of employment with the City, except upon retirement or separation after twenty or more years of regular service, in which instances the employees shall receive payment for 25% of the unused sick leave up to a maximum of one month's salary (Res. 051506).

14-4 SHARED LEAVE

If an employee or an employee's immediate family member suffers a serious illness, injury, or impairment that is likely to cause the employee to take leave without pay or terminate employment, other employees may donate their leave time to the employee through the Shared Leave program.

Coverage. Shared leave may be granted to a full-time employee if the employee has exhausted or will exhaust all eligible paid leave, including sick leave, vacation, compensatory time and/or other forms of paid leave.

Shared leave is not available for minor conditions that are not serious, extreme, or life-threatening or that do not cause the employee to take leave without pay or terminate employment.

The City Manager may deny requests for shared leave made by an employee with an unsatisfactory attendance record or a history of leave abuse.

If the employee receives workers' compensation, long-term disability payments or both, the employee is not eligible to receive shared leave.

Duration. Shared leave is meant to cover only the duration of the current illness or injury for which it was collected, up to a maximum of six months from the date the employee begins using shared leave, if the employee qualifies for Kansas Public Employees Retirement System (KPERs) long term disability. If the employee does not qualify for KPERs long-term disability payments after six months of shared leave, and the illness, injury, impairment, or physical or mental condition still exists, the employee can then request more shared leave for up to an additional six months at the discretion of the City Managers review of the request.

Shared leave may only be applied retroactively if the shared leave start date is prior to the approval date. Otherwise, all donated leave must be applied to the current pay period or to future pay periods while the employee is on shared leave.

If an employee returns to work with too little shared leave to cover the period of absence, the employee has thirty days in which to obtain additional donated leave to be applied only to the two pay periods prior to return to work. The Human Resource Director must receive written notification of each instance on retroactive application of shared leave.

Request Procedures. Employees shall follow these procedures in requesting shared leave:

1. The employee completes the Shared Leave Request Form from the Human Resource Director.
2. The employee obtains appropriate medical documentation from the employee's (or family member's) physician.
3. The Human Resource Director reviews the request to determine whether the employee has:
 - a. Exhausted or will exhaust all forms of paid leave (sick, vacation, compensatory time and/or other forms of paid leave);
 - b. At least three (3) months of continuous service; and
 - c. A satisfactory attendance record.
 - d. The City Manager may authorize a shared leave request in a non-qualifying situation.
4. If the request is for the care of a family member, the Human Resource Director will determine if the relationship meets the eligibility requirements. Eligible family members include immediate family. Immediate family is defined for sick leave benefits as an employee's spouse, children, parents, brothers, sisters, grandparents or in-laws.

5. The Shared Leave Request will be reviewed by the City Manager, Department Director and Human Resource Director. If the Shared Leave Request is approved, a copy will be forwarded to the employee. If the request is denied, a copy will be forwarded to the employee. The request may be denied if the employee has a history of sick leave abuse.

Donation Procedures. Employees shall follow these procedures in donating shared leave:

1. Employee Donations: Donations must be made in writing on the Shared Leave Donation Form.
2. Employees donating sick leave must have a sick leave balance of at least 480 hours (sixty (60) days) after the donation is made.
3. Employees may make multiple donations during a particular approved occurrence as long as the leave balance level requirements are met. Each donation must be made on a new form and must be approved separately.
4. Donations may be made to an employee in another department.
5. Donations must be made in full hour increments.
6. Any donated leave not used by the requesting employee will be placed in a “shared leave bank” for future approved requests.

Departmental Notification: Each department will be notified of a request for shared leave.

Record Keeping. The Human Resource Director will be responsible for processing shared leave requests, donation forms and leave balance adjustments. All required forms are available from the Human Resource Director.

The Human Resource Director will be responsible for calculating the prorated amount of unused shared leave and crediting it back to the “shared leave bank”, in increments of not less than full hour increments based on the original amount and type of donated leave.

Employees leaving City employment may designate any balance of their personal sick leave remaining to be donated to the “shared leave bank”.

14-5 BEREAVEMENT LEAVE

In the event of the death of an immediate family member, the City will pay an employee his or her regular rate of pay for up to three (3) working days. Whether the leave should be taken in consecutive days is at the Department Director’s discretion based on the circumstances. Leave is normally to be taken within two weeks unless there are circumstances where the services are more than two weeks after the death. If an employee requests time in addition to that which is approved as bereavement leave, additional time may be granted by the employee’s supervisor or manager, which may be charged against any accrued but unused vacation or sick leave, unless the employee elects to take leave without pay. For purposes of Bereavement Leave, an “immediate family member” is defined as the employee’s spouse, child-biological, adopted or step,

parents, siblings, grandparents or, any other close relatives or equivalent in-laws. Bereavement leave can be taken a maximum of two times per 12-month period. -

14-6 FAMILY AND MEDICAL LEAVE (FMLA)

Leave Available. Pursuant to the Family and Medical Leave Act, the City provides job-protected leave to eligible employees for:

- The care of an employee's child after birth, adoption, or foster care.
- To bond with a child (leave must be taken within one year of the child's birth or placement).
- The care of an employee's parent, child, or spouse, who has a serious health condition.
- A serious health condition that makes the employee unable to perform his/her job.
- A "qualifying exigency" arising out of the active duty or call to active duty of an employee's parent, child, or spouse.
- The care of an employee's spouse, child, parent, or next of kin that suffers a serious injury or illness while on active duty in the Armed Forces ("Military Caregiver Leave").

Amount of Leave. Employees are entitled to up to twelve weeks of leave for the above within a twelve-month period, except that Military Caregiver Leave entitles an employee to up to twenty-six weeks of leave.

Eligibility for Leave. To be eligible for Family and Medical Leave, (1) the employee must have been employed by the City for at least one year; (2) the employee must have worked at least 1,250 hours over the previous twelve months; and (3) the City employs at least fifty employees within a seventy-five-surface mile radius.

Threshold Procedural Requirements. Employees desiring to take Family and Medical Leave must submit written requests no later than thirty days before the anticipated start date of leave. Exceptions can be made when practical reasons, such as emergencies and unforeseen conditions, make meeting this deadline impossible or impractical.

Designation of Family and Medical Leave as Paid Leave. Employees on Family and Medical Leave are required to exhaust all but twenty-four hours of their accrued Vacation Leave, which employees may choose to reserve for future use upon returning from leave. However, the employee must utilize all paid leave before leave without pay. Employees may, at their discretion, exhaust all accrued Vacation Leave while on Family and Medical Leave. The paid time will be counted against the employee's Family and Medical Leave time and the employee's Vacation Leave.

Commencement of Family and Medical Leave. Absences commencing during the time of Family and Medical Leave should be handled under sick leave, vacation leave, authorized leave without pay, or a leave of absence. The employee may not be compelled to use sick leave or vacation leave in any particular order, however, the employee must utilize all paid leave before leave without pay. The employee must state in what order he or she desires to utilize paid leave. The employee is then covered by the appropriate policy.

Medical Certifications. The City will require medical certification by a health care provider to support an employee's request for leave to attend to the employee's own serious health conditions or to care for a seriously ill child, spouse, or parent. Certification of an employee's serious health condition must include, among other items, a statement that the employee is unable to work at all or is unable to perform at least one of the essential functions of his or her position. For leave to care for a seriously ill child, spouse, or parent, certification must include, among other items, an estimate of the amount of time that the employee is needed to provide care.

The City may require a second medical opinion and subsequent and periodic recertification, at its expense. If the employee's and the City's opinions conflict, the City may require the binding opinion of a third health care provider, approved by both the City and the employee. This process shall be paid for by the City.

When thirty-days' notice is provided, the employee must provide the medical certification before the leave begins. When this is not possible the employee must provide the requested certification to the City within the timeframe that the City designates, but no sooner than fifteen calendar days after the request for certification. Exceptions will be made when it is not practical for the employee to do so because of the particular circumstances.

Maternity and Paternity Leave. Birth parents, adoptive parents, and foster parents shall be considered for leave at the time of birth, adoption, or placement. If the birth, adoption, or placement is reasonably foreseeable, the employee shall provide the City with at least thirty days' notice before the leave is to begin. If the birth, adoption, or placement is not reasonably foreseeable, the employee should notify the City as soon as practical. The employee may request a total of up to twelve weeks of leave in a twelve-month period.

No employee shall be compelled, coerced, or ordered to begin maternity leave at any time during the period of pregnancy. Pregnancies and disabilities caused or contributed to by pregnancy shall be considered and treated as temporary disabilities. Employees affected by pregnancy and related conditions must be treated the same as other employees based on their ability or inability to work.

A Department Director shall require an employee returning from a pregnancy or pregnancy-related condition to have a doctor's release if the employee is returning less than six weeks following the end of the pregnancy. The release must specifically state whether or not the employee is capable of fulfilling full job duties and the date the employee is released.

Restoration. An employee returning from family leave will be entitled to return to their position or to a position with equivalent benefits, pay, and other terms and conditions of employment.

Intermittent or Reduced Leave. When necessary, Family and Medical Leave may be taken intermittently or by way of a reduced work schedule.

Spouses' Combined Leave. Spouses who are both employed by the City are entitled to a joint total of twelve weeks leave, rather than twelve weeks of leave each for the birth of a child, placement for adoption or foster care of a child, or the care of a sick parent. Spouses who are both employed by the City are entitled to a joint total of twenty-six weeks, rather than twenty-six weeks of leave each, to care for a covered servicemember with a serious injury or illness if each spouse is a parent, or next of kin of the servicemember, commonly referred to as "Military Caregiver Leave". This limitation also applies to a combination of military caregiver leave and leave for other qualifying reasons listed at the beginning of this section.

Health Insurance Coverage. The City will continue to provide health care coverage under the same provisions as prior to the leave. Where the employee fails to return from leave, the City can recover its share of premiums that have been paid on behalf of the employee to maintain health care coverage. If failure to return to work is due to the continuation, recurrence, or onset of a serious health condition beyond the employee's control, the employee will not be liable for the City's share of health care premiums paid while on Family and Medical Leave. In such cases, a Medical Certification may be required.

Other Benefits. Other benefits will not accrue during Family and Medical Leave if they would not have continued to accrue under other types of leave.

14-7 MILITARY LEAVE

Leaves of absence shall be granted to the City employees whose United States uniformed services (military) obligations necessitate their absence from work. These leaves are applicable to all such obligations, including Reserve and National Guard assignments, and are governed pursuant to the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Eligibility. Any employee who leaves the City employment for military duty shall be placed on military leave without pay. If not accepted for such duty, the employee shall be reinstated in his present position without loss of status or reduction in pay.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable position depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service. Employees on military leave for up to thirty days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. If the period of service was 31 days or more, but less than 181 days, the employee must submit an application to the City no later than 14 days following completion of service. For service in the military for over 180 days, the employee must submit an application to the City not later than 90 days after completion of service.

Employees who are subject to multiple military duty assignments may, at their option, present leave notices covering all such obligations or individual leave notices.

Continuation of health insurance benefits will be as required by and in accordance with USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

14-8 JURY DUTY AND OTHER CIVIC LEAVE

The City encourages employees to fulfill their civic obligations. Employees shall be given necessary time off with pay:

- when performing jury duty;
- when appearing in court as a witness in answer to a subpoena or as an expert witness when acting in the official capacity in connection with the City;
- when performing emergency civilian duty in connection with national defense; or
- for the purpose of voting, subject to the restrictions imposed by state law.

Notification. All employees shall notify their supervisor upon notification of jury duty, upon receiving a subpoena, or prior to the day of election to allow the City to cover the employee's duties in his or her absence. Employees must provide the City with a copy of their jury summons or subpoena.

In the event that an employee is selected to sit on the jury or testify as a witness, the employee shall promptly notify his or her supervisor or manager of the anticipated length of trial.

Voting Leave. Every employee, upon reasonable notice to his/her supervisor will be permitted to take necessary time off from work to vote in a municipal, county, state, or federal political party primary or election that the employee is qualified and registered to vote on the date that a primary or election is held when the polls are not open at least two (2) hours before or after the employee's scheduled hours of work. The necessary time off must not exceed two hours.

The Supervisor/Manager may specify the hours during which the employee may vote such that the flow of the operation is not interrupted. Employees may be required to provide proof that they have participated in an election for which they have been provided leave time under this policy.

Compensation. Employees will receive their regular pay for time actually spent engaging in any of the four civic duties described above. Employees shall not be compensated for more than two hours for voting leave.

Any pay received for jury duty shall be reimbursed to the City. It is the employee's responsibility to provide the City with the proper jury pay documentation in a timely manner to ensure compensation.

If an employee is excused early from jury duty or testifying in court, he or she must report to work, provided two or more hours remain on the employee's regularly scheduled shift, in order to qualify for payment.

Personal Lawsuits not Related to City. An employee involved in a personal lawsuit, either as a plaintiff or as a defendant in an action not related to his or her duties with the City, may take leave without pay for up to fourteen days (14) in a calendar year unless he or she elects to utilize available vacation leave.

14-9 OTHER LEAVES OF ABSENCE

Domestic Violence Leave. Under certain circumstances, victims of domestic violence may be entitled to unpaid leave. Employees in need of domestic violence leave should contact their supervisor or the Human Resource Director.

Professional Development Leave. Employees may be granted leave with pay to attend meetings, seminars, and conventions of professional and technical organizations when such attendance is related to the employee's work for the City and when such attendance is authorized by the City.

SECTION 15: BENEFITS

This section generally describes and summarizes various benefits the City makes available to eligible employees. The City continually reviews its benefits programs. These summaries are not exhaustive or all-inclusive, and further information is available in the form of plan descriptions or insurance subscription agreements maintained by the City, which may be reviewed upon request. In the event the information included in this handbook is inconsistent with, or conflicts with, benefit plan documents, the latter documents are deemed controlling.

These descriptions are not intended to and do not create any express or implied contractual obligations or entitlements. The City reserves the right, at and within its sole discretion and where permitted by law, to unilaterally change, modify, amend, or discontinue any benefit.

15-1 TRAINING/PROBATION PERIOD

All employees are subject to a 3-month training/probation period. The employee's training period may be extended at the discretion of the City management. Employees eligible to receive vacation leave under the provisions of the Handbook shall be credited with vacation leave for each month of employment but shall not be permitted to use any vacation credit until they have completed their three-month training/probation period. Firefighters and Police Officers are subject to a one-year training/probation period.

15-2 FLEXIBLE BENEFIT PLAN

Once each year all regular full-time employees will be given an opportunity to enroll or reject participation in a voluntary plan designed to save the employee taxes on all eligible deductions withheld from the employee's paycheck. This Tax Qualified 125 Plan allows the employee to pay eligible insurance premiums and any other eligible deductions by payroll deduction on a pretax basis.

15-3 HEALTH INSURANCE PROGRAM

Each new employee of the City that regularly works twenty (20) hours or more in a standard workweek has the option to participate in the medical plan(s) on the first day of the first month following the beginning of employment with the City.

The City shall pay a portion of the full premium for individual medical and hospital insurance coverage as designated by the City Commission. Part time employees will receive a reduced premium benefit based on the amount of hours worked.

15-4 WORKERS' COMPENSATION INSURANCE

The City provides workers' compensation benefits as required by law and at no cost to employees. This program covers on-the-job injuries to the extent required by law. Subject to applicable legal requirements, workers' compensation benefits begin after a short waiting period or immediately if the employee is hospitalized.

No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. Employees who sustain work-related injuries should notify the City within twenty-four hours of sustaining the injury. **All on-the-job injuries must be reported.** Failure to report these injuries to an immediate Supervisor, Manager or Human Resource Director in a timely manner may affect the employee's ability to receive workers' compensation benefits and shall subject the employee to discipline, up to and including termination.

Neither the City nor its insurance carrier will be liable for payment of workers' compensation benefits for injuries occurring during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the City.

15-5 SOCIAL SECURITY.

All City employees are covered by Social Security, which provides survivor, disability and old age benefits. Both the City and the employee are required to jointly fund this benefit. Rates for Social Security are determined by the federal government.

15-6 UNEMPLOYMENT COMPENSATION

All employees may receive the benefits of the Kansas Employment Security Law, in accordance with such law and regulations. The cost of this benefit is paid by the employer.

15-7 COBRA – INSURANCE CONTINUATION

The Consolidated Omnibus Budget Reduction Act ("COBRA") gives employees and their qualified beneficiaries the opportunity to continue, for a specific period of time, health insurance coverage under the City's group health plan when a qualifying event would otherwise result in loss of participation eligibility.

Under federal law, continuation coverage is dependent upon the employee or beneficiary paying the full cost of coverage at group rates plus an administration fee. The insurance provider will send each eligible employee with a written notice describing the continuation rights when they become eligible for continuation coverage. The notice contains important information about the employee's rights and obligations. For additional details, employees should consult the terms of the individual plan involved.

COBRA coverage is not automatic. Employees must respond to the appropriate COBRA notification letter or notify the Human Resource Director that coverage continuation is desired and must also submit all required paperwork within the required time limits specified in the written materials.

Contact the Human Resource Director for complete information and assistance.

15-8 INSURANCE CONTINUATION FOR RETIREES

K.S.A. 12-5040 (a) Each local government which provides an employer-sponsored group health care benefits plan for the employees of the local government shall make coverage under such group health care benefits program available to retired employees and their

dependents, upon written application filed with the clerk or secretary thereof within 30 days following retirement of the employee, as provided by this section. Coverage under the employee group health care benefits plan may cease to be made available upon (1) the retired employee attaining age 65, (2) the retired employee failing to make required premium payments on a timely basis, or (3) the retired employee becoming covered or becoming eligible to be covered under a plan of another employer.

No employee shall be entitled to a cash payment of any kind from the City in lieu of medical and hospital insurance coverage.

The City offers to all full-time retiring employees the following retirement health insurance benefits if the following qualifications are met:

- The employee must retire with KPERS and/or KP&F benefits.
- The employee must have at least ten (10) years of service with the City and be employed by the City at retirement.
- The eligible employee must decide to participate in the group health plan upon retirement and membership must be continuous. (The retired employee cannot elect to terminate coverage and then reinstate.)
- The employer will provide 50% participation in the monthly group health coverage premium until the retiree becomes eligible for Medicare benefits for the employee only. If the employee keeps dependents on the coverage the employee must pay the full premium for the dependents.

The following exceptions shall apply:

- If the retired employee dies, the employer's participation in health benefits will cease and are not transferable to the surviving spouse.
- If the retired employee fails to make required premium payments on a timely basis, then coverage will terminate.
- If the retired employee becomes covered or is eligible to be covered under a health plan from another employer, then this policy shall terminate.

15-9 KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM (KPERS).

All full-time employees, except police and fire personnel, are required become members of the KPERS. The retirement system provides retirement benefits that are prescribed by state statute and are in addition to Social Security benefits. Under current law, employees contribute a percent of their gross salary and the City contribution is based on a variable state prescribed formula. **Please visit www.kpers.org for information regarding retirement.**

15-10 KANSAS POLICE AND FIREMEN'S RETIREMENT SYSTEM (KP&F).

All police and fire personnel are required, as a condition of employment, to become members of the KP&F retirement system. This system provides retirement and disability benefits as prescribed by state statute. Employees contribute a percent of their gross salary and that contribution is matched by a variable City contribution based on a state prescribed formula.

All KP&F members eligible for full retirement have the option of participating in the Deferred Retirement Option Program (DROP). This benefit allows eligible members to keep working while their monthly benefit accumulates in a DROP account. They receive their salary and their DROP account grows each month while they work. Members can choose to work another three, four or five years. When they retire, they receive their DROP account balance and begin receiving their monthly retirement benefit.

15-11 DEFERRED COMPENSATION PLAN.

All full-time employees shall be offered the opportunity to enter into a qualified 457 deferred compensation plan with the company of their choice in an amount of their choice. After an employee's first full year of service, the employee may participate with a minimum \$12 contribution per pay period and the City shall contribute \$20 per pay period toward the employee's contribution. **The City will not make any contribution for police and fire employees who participate in the plan.** If the employee leaves the employment of the City prior to retirement, the total amount of contribution remains the employee's property until retirement or an emergency arises under which the funds may be withdrawn.

15-12 OPTIONAL GROUP TERM LIFE INSURANCE.

All eligible employees under KPERS and KP&F shall be offered term life insurance in the amount of their choice, with no cost to the City, through payroll deduction, and the City will remit payment to KPERS.

15-13 OTHER OPTIONAL INSURANCE COVERAGE.

Employees may enroll in other types of group insurance coverage approved in the City Benefit Plan document and offered by independent insurance agents. The City does not endorse any of these plans but does allow the premiums to be paid through a payroll deduction plan. All premiums for these types of coverage are paid by the employee. These types of insurance may include, but are not limited to, cancer, disability, income or supplemental health insurance coverage.

15-14 WELLNESS PROGRAM.

The City, in recognizing the benefits of having healthy employees on the job, shall pay a portion of the membership fees as designated by the City Commission for single coverage in an approved fitness program and encourages all full-time employees to participate in this City Wellness Program.

15-15 EMPLOYEE ASSISTANCE PROGRAM

The City, recognizing the importance of mental health, will provide free initial access to an Employee Assistance Program (EAP) provided by a City approved program. This includes short-term counseling,

support after a crisis, training and development, unlimited management and HR consultation, performance/life coaching, work/life resources, awareness/inspiration campaigns, financial and legal consultation, website and mobile app, and online self-management. Contact information for the City's EAP is found in the new employee packet or in the Human Resources Director's office.

SECTION 16: EMPLOYEE CONDUCT AND DISCIPLINE

16-1 EMPLOYEE CONDUCT

City employees are required to conduct themselves in a professional and courteous manner, whether dealing with coworkers, supervisors, managers, customers, vendors, or the general public. As a representative of the City, an employee's conduct reflects directly on the City, and it is important that the City achieve and maintain a positive reputation in the community. Employees who fail to conduct themselves in accordance with the standards of conduct contained in this Handbook will be subject to immediate discipline.

It is impossible to identify all types of conduct that can subject employees to discipline; however, the list below identifies examples of such conduct. The list is not exhaustive and in no way limits the City's ability to take disciplinary action, up to and including suspension or termination, at the City's discretion.

The policy provided below does not change the fact that City employees are employees at-will, and either the City or an employee can terminate the employment relationship at any time, with or without cause or reason, and with or without advance notice.

16-2 EXAMPLES OF CONDUCT THAT MAY LEAD TO DISCIPLINE, INCLUDING TERMINATION

Commission of any one of the following acts may result in discipline and/or immediate termination of employment:

- Convicted of violating any City, state or federal law.
- Violating any policy or procedure contained in this Handbook or any other City policy or procedure manual.
- Violating any policy, procedure, or regulation required by state, federal, or any governmental agency or regulatory agency.
- Engaging in sexual harassment or discharging duties in a manner that results in discrimination to any person for any reason that is prohibited by this handbook, federal, state, or local law.
- Gives, attempts to give, or receives any monetary consideration or undeserved service to or from any person or organization for, or in connection with, any test or appointment.
- Takes or offers to take from any person for the employee's personal use any fee, gift, or other thing or service of value, in the course of work or in connection with it, when such gift or other valuable thing or service is given in the hope or expectation of receiving a favor or better treatment than that accorded any other person; accepts a bribe, gift, money, or other thing of service or value intended to perform or refrain from performing any official act; or

engages in any act of extortion or other means of obtaining money or anything or service of value through the employee's position in the service of the City.

- Making, publishing, or distributing false, vicious, or malicious statements concerning any employee or City official.
- Disclosing confidential records or information, unless directed to do so by the Department Director or supervisor.
- Failing to follow prescribed safety procedures, including failure to report unsafe conditions, actions, or injuries to employees or customers.
- Failing to maintain a certification or license, including driver's license, when such certification or license is required as a condition of City employment.
- Displays inattention to duty or carelessness or is responsible for the destruction or loss of public property, supplies, equipment or funds.
- Displays incompetence, inefficiency, or neglect of duty in the performance of the position.
- Displays discourteous or disruptive conduct or other offensive behavior in public, to the public, or to employees and officers of the City.
- Abuses leave time or falsifies attendance records for oneself or another employee.
- Being excessively absent or tardy.
- Working overtime without prior authorization.
- Leaving an assigned work area or the workplace during working hours without approval or fails to report to work without supervisor approval.
- Engaging in immoral or indecent conduct or soliciting another person for such conduct.
- Induces or attempts to induce any officer or employee of the City to commit an unlawful act or to act in violation of any lawful official order or regulation.
- Possessing, selling, or being under the influence of alcohol and/or illegal drugs when reporting for work, on City property, or while on duty except employees may possess and use controlled substances as prescribed by a physician.
- Engaging in insubordination, including improper conduct or abusive language toward a supervisor or refusal to perform tasks in a manner prescribed by a supervisor.
- Refusing to work any assigned hours, shifts, or overtime.
- Engaging in unprofessional conduct, such as fighting, gambling on City property, discourtesy, rudeness, intimidation or threats of any kind against other employees, vendors or the public while on duty, or using vulgar or profane language with any supervisor, manager, or another employee.

- Engaging in verbal or physical harassment, intimidation, or interference with the rights of any fellow employee or vendor.
- Conducting personal business while on duty. This shall include, but is not limited to, engaging in excessive personal calls, text messages, or e-mails.
- Failing to perform job assignments efficiently and satisfactorily.
- Falsifying or altering City records, including but not limited to, employment applications, employment information, time records, or timecards.
- Possessing or using any type of fireworks, explosives, or weapons on the premises or while performing City duties without prior City approval.
- Engaging in theft, attempted theft, or misappropriation of any funds or property of the City, whether or not it is for personal use or for sale or gift to others.
- Filing or pursuing any false claim, such as workers' compensation.
- Failing to fully cooperate with a City internal investigation, whether conducted by the City personnel or a third party at the City's request.
- Repeatedly failing to record time worked.
- Sleeping while on duty.
- Engaging in conduct having a significant adverse effect upon the operation or reputation of the City.

Furthermore, an employee charged with a criminal offense not related to his or her employment with the City may be suspended without pay pending a full criminal investigation. Following such investigation, the employee may be reinstated at the discretion of the City, without pay.

The City may, at its discretion, add or amend rules and regulations as deemed appropriate and necessary. It is each employee's responsibility to learn and adhere to all of the City's rules, regulations, policies, and principles of professional and personal conduct.

16-3 AUTHORITY TO DISCIPLINE

The City Manager has the authority to discipline Department Directors, supervisory personnel, and all other personnel. Department Directors or supervisors are delegated the authority to discipline personnel pursuant to this policy.

16-4 DISCIPLINARY PROCEDURES AND TERMINATIONS

The form of discipline is determined on a case-by-case basis and depends entirely upon the facts and circumstances of each situation. The City is not obligated to use increasingly severe means of discipline with individual employees but is free, at and within its sole discretion, to impose the discipline it deems necessary.

The following forms of disciplinary action may be taken:

- **Verbal Warning.** A verbal warning is a verbal reprimand given to an employee by a supervisor or Department Director. A record of the warning shall be recorded in the employee's file.
- **Written Reprimand.** A written reprimand is a written notice to an employee from a supervisor or Department Director, a copy of which shall be recorded in the employee's file.
- **Training Period.** Training period is a trial period of a specific length of time during which an employee is required to fulfill a set of conditions, to improve work performance, or to improve on-the-job behavior. Failure to meet the training requirements may result in additional disciplinary actions.
- **Reduction in Pay.** A pay reduction is the temporary or permanent reduction of an employee's pay, while the employee continues his or her duties under the same job title.
- **Demotion.** A demotion is the placement of an employee into a position of a lower pay range.
- **Suspension.** A suspension is the removal of an employee from service, with or without pay, for a specific period of time.
- **Termination.** Termination is the removal of an employee from City employment.

The City may, in its sole discretion, take other more stringent disciplinary actions if it believes such action is appropriate and necessary. Under certain circumstances, the City Manager, Department Director or supervisor may determine the misconduct is so severe that immediate termination is warranted.

16-5 INVESTIGATIONS, PROSECUTION AND TERMINATION.

The City investigates any theft, misappropriation or diversion of assets. The City works in conjunction with local law enforcement agencies to investigate any allegations of theft, misappropriation or diversion of assets. The City may, in its discretion, secure a neutral third party to investigate into any suspected misconduct. If third-party investigators are used, disclosure of any investigation report and its contents will be restricted to the City; any federal or state officer, agency, or department, or any officer, agency, or department of a unit of general local government; or any self-regulatory organization with regulatory authority over the activities of the employer or employee; as otherwise required by law. The City will immediately terminate and vigorously prosecute any and all employees found to be responsible for or involved in any of these activities. It is the responsibility of all employees to report any actual or suspected theft to a Department Director, Human Resource Director or the City Manager. Failure to report such acts will be grounds for termination.

SECTION 17: SEPARATION FROM EMPLOYMENT

17-1 ABSENT WITHOUT LEAVE.

Any employee who is absent without approved leave and who fails to return to duty within twenty-four (24) hours after having received notice to do so shall be deemed to have resigned the position voluntarily.

Absence without leave shall be any absence in which the employee has failed to secure prior approval or, in the case of illness or emergency, has failed to notify an immediate superior of such absence no later than the day such absence begins.

17-2 NOTICE OF RESIGNATION OR RETIREMENT

If an employee wishes to resign or retire from their position with the City, they shall notify their supervisor of their intent to do so at least fourteen (14) calendar days in advance. Division and Department Directors shall provide four (4) weeks' notice. Notification of intent to resign or retire shall be written and provided to the Human Resource Director. A Department Director may approve the withdrawal of a resignation prior to its effective date, provided the employee is still working and an appointment has not been made to fill the anticipated vacancy.

Upon receipt of the notice of resignation, the Department Director and/or the City Manager may, at his or her discretion, accept the employee's resignation effective immediately. Failure to provide proper notice may result in the employee being prohibited from consideration for re-employment.

17-3 REDUCTION IN FORCE OR WORK HOURS.

Any employee may be laid off from work or have work hours reduced because of lack of work or funds. Whenever possible, at least two (2) weeks' notice or two (2) weeks' severance pay in lieu of the notice shall be given prior to layoff. In determining the order of layoff or work hours reduced, the following factors shall be taken into consideration:

- Needs of service.
- Length of service/seniority.
- Nature of work to be curtailed.
- In addition to the above factors, the advisability of demoting employees in higher classes to lower classes for which they are qualified and laying off those in lower classes may also be considered.

17-4 RETIREMENT.

All eligible employees of the City shall be members of the Kansas Public Employees Retirement System and shall be subject to all laws and supplemental regulations governing such membership. All full-time employees of the Police and Fire Departments shall be members of the Kansas Police and Firemen's

Retirement System and shall be subject to all laws and supplemental regulations governing such membership.

Employees who take an early retirement in accordance with the Kansas Public Employees Retirement System may seek reemployment with the City if said reemployment is permitted by law. Such reemployment shall be subject to the waiting period requirements for KPERS & KP&F retirees and approval by the City Manager.

17-5 PAYMENT OF WAGES UPON TERMINATION

An employee who is involuntarily terminated by the City will receive his or her final paycheck on the first regularly scheduled payday following his or her termination or within two weeks, whichever is earlier.

17-6 RETURN OF CITY PROPERTY UPON TERMINATION

Employees are responsible for the return of all City-owned equipment, motor vehicles, tools, supplies, material, keys, ID cards, credit cards and other items of value by the last day of employment. Employees shall be responsible for the replacement cost of any City property not returned following separation from employment with the City.

17-7 EXIT INTERVIEWS

An Exit Interview form may be requested by the Human Resources Director near the end of the employee's employment to advise of benefit matters, to document the reason for a termination, and to assess the strengths and weaknesses of the City's policies and personnel.

17-8 REINSTATEMENT.

An employee who has been terminated in good standing and who is reemployed within a period of 120 days may be reinstated at not higher than the pre-termination salary.

SECTION 18: TRAVEL REIMBURSEMENT POLICY

18-1 AUTHORIZATION TO TRAVEL

Prior to making any travel arrangements, employees must complete a Travel Authorization Form requesting approval for the employee to travel outside the scope of routine local travel. Department Directors must approve any member of their department's travel. The City Manager must approve any travel by a Department Director. It shall be the responsibility of the Department Director to ensure funds are available before authorizing a travel request. Upon reservation and registration at hotels and conferences, confirmation numbers and phone numbers should be added to the authorization in case of cancellations or emergencies.

18-2. REIMBURSABLE TRAVEL EXPENSES

Travel payments and expenses are for business-related activities only, such as events, meetings and training. Any use of City funds for the purpose of travel shall strictly adhere to the guidelines set forth within the Purchasing Policy. Employees are required and expected to secure the most economical means of travel, balancing cost, travel time and work requirements.

18-3 TRANSPORTATION.

All travel with a City vehicle beyond Dickinson County must be pre-approved by the Department Director or City Manager. When possible, it is the intent of the City to require a City vehicle to be used for all travel. The City Manager or Department Director may grant exceptions for cause. If a personal vehicle is used for approved travel, the City will reimburse for mileage at the current IRS rate. Mileage will be calculated using the default address-to-address route suggested by Google Maps at www.google.com. Additional transportation expenses, including but not limited to airfare, rental cars, taxis, and mass transit when necessary, are reimbursable upon prior approval by the Department Director or City Manager. Mileage and expenses are payable upon return and by submitting a claim to the Finance Director. The claim must include the addresses used to calculate miles, the reason for the trip, the dates of travel, receipts, if applicable, and verification of prior authorization. Employees are responsible for all fines related to parking or traffic citations issued while traveling on City Business.

18-4 MEALS AND LODGING

Meals will be reimbursable for non-overnight travel if the employee is outside Dickinson County during the employee's normal working hours. All travel requiring an overnight stay must be approved by the Department Director or City Manager. All approved conferences, training, and lodging expenses are to be pre-paid by the City when possible. For travel overnight and non-overnight as defined, expenses incurred for transportation, lodging and meals not otherwise included as part of the conference or training may be expensed on the employee's City purchase card. Service tips beyond the standard and alcohol purchases are prohibited and not approved for reimbursement. Employees may also use personal means to pay for lodging, travel or meals and request reimbursement with a receipt upon return. Entertainment and any other auxiliary services are not reimbursable or approved purchases.

The IRS requires employers to include fringe benefits in an employee's gross income reported on form W-2. Fringe benefits defined by the IRS include certain payments of meal allowances and other expenses incurred during non-overnight travel or subsistence payments exceeding IRS established maximum reimbursement rates. (Non-overnight travel is considered to be travel where no lodging expense is incurred.) These fringe benefits generally must be paid through the payroll process and are subject to withholding of applicable contributions and taxes. However, the IRS allows for infrequent meal money provided to an employee, to enable the employee to work overtime, to be considered a "de minimis" fringe benefit and be excluded from reportable income.

18-5 CONFERENCE FEES AND BUSINESS-RELATED EXPENSES

Every effort should be made to take advantage of early registration or group rate discounts for conference and registration fees. Business-related expenses incurred while on City travel are approved for reimbursement at the discretion of the Department Director.

18-6 EMERGENCY PROTOCOL

In case of trip cancellations, all pre-booked reservations and registrations should be canceled, if possible, within the allowed cancellation period. If the employee is unable to make cancellation arrangements, it will be the responsibility of the Department Director or Human Resource Director to notify and cancel the reservations and registrations. The employee is responsible for always carrying the City of Abilene-issued ID badge. The employee is responsible for reporting accidents or injuries in accordance with the Employee Policy and Guidelines.

Employees found in violation of any part of the Travel Policy may be subject to discipline pursuant to the City's Personnel Policy.

SECTION 19: FAIR LABOR STANDARDS ACT POLICY

The City is committed to complying with the Fair Labor Standards Act (“FLSA”) as well as state wage and hour laws. Therefore, all employers are prohibited from making any improper deductions from the salaries of exempt employees.

If you believe that an improper deduction has been made from your salary or that you were not paid for overtime work performed, notify the Human Resource Director immediately. All reports of improper deductions from wages or an overtime denial will be promptly investigated. In the event that it is determined that an improper deduction has occurred, you will be promptly reimbursed.

Violations of this policy may subject you to discipline, up to and including termination of employment. Please direct all questions concerning this policy to the Human Resource Director.

As an employee of the City of Abilene you are responsible for knowledge of all content of the Fair Labor Standards Act and that failure to comply with this policy may result in disciplinary action, including the possibility of termination of employment. I understand that I have the right to file a complaint alleging an improper salary deduction or an overtime denial.

RESOLUTION NO. 010824-1

**A RESOLUTION AMENDING THE EMPLOYEE POLICIES AND
GUIDELINES OF THE CITY OF ABILENE, KANSAS.**

WHEREAS, the City Commission desires to adopt an updated Employees Policies and Guidelines of the City of Abilene, Kansas;

NOW THEREFORE BE IT RESOLVED, by the City Commission of the City of Abilene, Kansas as follows;

SECTION ONE. This resolution supersedes all previous resolutions inconsistent with the new resolution.

SECTION TWO. That this Resolution shall be in full force as of January 8, 2024.

PASSED AN APPROVED by the Governing Body of the City of Abilene, Kansas this 8th day of January 2024.

Mayor

ATTEST:

Shayla L. Mohr, CMC
City Clerk



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

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, January 8, 2024

Session: Regular Meeting

Topic: Proposed increase of 1% for Water & Sewer Rates

Department: PW

Staff Contact: City Manager/WTP Superintendent

Background:

After consultation with the Jay Leusman, Water Treatment Plant Superintendent, I am requesting the Governing Body approve amending Ordinance 22-3412 to raise the base tier rate for water and sewer 1% effective February 1, 2024.

In 2022, the city increase water and sewer rates 3.25% as a result of a three year adjustment to help keep up with rising costs of materials and labor. Prior to 2020, the city had not raised rates on these utilities in many years.

As costs continue to rise, it is imperative that we keep healthy reserve funds to cover costs of maintenance, repair and replacement of our aging plants and systems. By making small rate increases annually or bi-annually, we can hopefully avoid large impactful increases when a problem arises.

Justification for the increase include the following:

1. Local Service Line Inventory (Lead & Copper). As the deadline for inventory approaches and potential funding becomes available, we anticipate the City will have to provide a match to funds received. Healthy reserve funds help mitigate the impact on customers.
2. The 13th St water tower is 100 years old this year. We need to begin planning for replacement to include land acquisition and construction costs.
3. The 4th St & Van Buren water tower is 91 years old this year. Same reasoning as above.
4. Repairs and upkeep of our aging water and wastewater treatment plants.

Currently, the Water Equipment Reserve Fund has \$313,157, and the Sewer Equipment Reserve Fund has \$112,934. Expenses for 2023 are \$90,597 for the Water ER Fund and zero for the Sewer ER Fund. Anticipated expenditures for 2024 will be roof and exterior façade repair for the Water Treatment Plant, with an estimated cost of \$60K - \$100K.

Base Tier Water Rates

Residential: Inside CL - \$0.443 to \$0.447 per 100 gallons
 Outside CL - \$0.888 to \$0.897 per 100 gallons

Commercial:
 0-225,000 gallons: Inside CL - \$0.443 to \$0.447 per 100 gallons
 Outside CL - \$.888to \$0.897 per 100 gallons
 225,001 or higher: Inside CL - \$0.375 to \$0.379 per 100 gallons
 Outside CL - \$0.750 to .758 per 100 gallons

Base Tier Sewer Rates

Inside CL: \$0.638 to \$0.644 per 100 gallons
Outside CL: \$0.956 to \$0.966 per 100 gallons

Recommendation:

Approve ordinance 23-3442 amending ordinance 22-3412 increase the base tier water and sewer rates 1% effective February 1, 2024.

Fiscal Note:**Water**

Residential (at 5000 gal/month): Inside CL - \$.20/month increase
 Outside CL - \$.45/month increase

Commercial:

 At 225,000 gallons: Inside CL - \$9/month increase
 Outside CL - \$20.25/month increase
 At 225,001 gallons: Inside CL - \$9/month increase
 Outside CL - \$18/month

Sewer (at 5000 gal/month)

Inside CL: \$.30/month increase
Outside CL: \$.50/month increase

ORDINANCE NO. 24-3442

AN ORDINANCE AMENDING CHAPTER 7, SECTIONS 7-507, 7-901, AND 7-902 OF THE CITY CODE OF THE CITY OF ABILENE PERTAINING TO SEWER AND WATER RATES WITHIN THE CITY OF ABILENE, KANSAS; AND REPEALING EXISTING SECTIONS 7-507, 7-901, AND 7-902.

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

SECTION ONE. Section 7-507 of the City Code of the City of Abilene, Kansas, is hereby amended to read as follows:

7-507. Sewer rates

The sewer rates for all residential, commercial, and industrial users of the municipal wastewater collection and treatment system shall be a minimum monthly charge of fifteen dollars and thirty cents (\$15.30), plus an additional monthly charge of sixty-four and four-tenths cents (\$0.644) for each 100 gallons of winter water use. The sewer rates for all extraterritorial residential, commercial, and industrial users of the municipal wastewater collection and treatment system shall be a minimum monthly charge of twenty-two dollars and ninety-four cents (\$22.94), plus an additional monthly charge of ninety-six and six-tenths cents (\$0.966) for each 100 gallons of winter water use.

SECTION TWO. Section 7-901 of the City Code of the City of Abilene, Kansas is hereby amended to read as follows:

7-901. Residential rates.

The monthly water rates for residential users shall be as follows:

(a) Monthly Usage Minimum Service Charge.

- (1) Water usage as shown on the January, February and March billing is averaged to determine a water use average for both residential accounts. Usage that falls within this average will be billed at the Base Tier rate as established by ordinance.
- (2) Any usage that exceeds the water use average by 20% (hereinafter "Base Tier Allotment") will be billed at the Conservation Tier rate as established by ordinance for residential accounts. Any customer without an established water use average will be allotted fifty gallons per person per day until a new water use average is established. The water use average shall be recalculated annually after the March billing date.
- (3) All residential usage that exceeds the Base Tier Allotment during times of official "Water Emergency" periods, as defined by Chapter 7, Article 10 will be

billed at the Emergency Tier rate for Water Emergency, as established by ordinance.

(b) Water Rates for Residential Customers. The water rates for residential consumers, and the effective dates of such rates, shall be determined by the governing body and shall be specified in an ordinance authorizing the same, and may be amended by ordinance of the governing body. The following rates are currently in effect at the time of passage of the ordinance from which this section is derived, and shall continue in full force and effect until any new or different rate goes into effect:

- (1) Residential Inside City:
 - Monthly Minimum Charge: \$18.77
 - Base Tier: \$0.447 per 100 gallons
 - Conservation Tier: Suspended
 - Emergency Tier: (declared water emergency only): Suspended
- (2) Residential Outside City:
 - Monthly Minimum Charge: \$37.54
 - Base Tier: \$0.897 per 100 gallons
 - Conservation Tier: Suspended
 - Emergency Tier: (declared water emergency only): Suspended

SECTION THREE. Section 7-902 of the City Code of the City of Abilene, Kansas is hereby amended to read as follows:

7-902. Commercial rates.

The monthly water rates for commercial users shall be as follows:

(a) Water Rates for Commercial Customers. The water rates for business consumers, and the effective dates of such rates, shall be determined by the governing body and shall be specified in an ordinance authorizing the same, and may be amended by ordinance of the governing body. The following rates are currently in effect at the time of passage of the ordinance from which this section is derived, and shall continue in full force and effect until any new or different rate goes into effect:

- (1) Commercial Inside City:
 - Monthly Minimum Charge: \$18.77
 - 0-225,000 gallons: \$0.447 per 100 gallons
 - 225,001 or higher: \$0.379 per 100 gallons
 - 225,001 or higher (declared water emergency only): Suspended
- (2) Commercial Outside City:
 - Monthly Minimum Charge: \$37.54
 - 0-225,000 gallons: \$0.897 per 100 gallons
 - 225,001 or higher: \$0.758 per 100 gallons
 - 225,001 or higher (declared water emergency only): Suspended

- (3) During times of official “Water Emergency” periods, as defined by Chapter 7, Article 10 commercial usage will be billed at the Emergency Tier rate for Water Emergency, as established by ordinance.

SECTION FOUR. Existing Sections 7-507, 7-901, and 7-902 are hereby repealed.

SECTION FIVE. This ordinance shall be in full force and effect on February 1, 2024, after its adoption and publication once in the official city newspaper by the following summary:

Ordinance No. 24-3442 Summary

On January 8, 2024, the City Commission passed Ordinance No. 24-3442. The ordinance amends Chapter 7, Sections 7-507, 7-901, and 7-902 of the City Code of the City of Abilene, Kansas pertaining to sewer and water rates within the City of Abilene, Kansas. The ordinance shall be in full force and effect on February 1, 2024, after the publication of this summary once in the official city newspaper. 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 8th day of January 2024.

Mayor

Attest:

Shayla L. Mohr, CMC, City Clerk

The publication summary set forth above is certified this 8th day of January 2024.

Aaron O. Martin, City Attorney



City Commission

Trevor Witt
Mayor

John Kollhoff
Vice-Mayor

Brandon Rein
Council Member

Wendy Miller
Council Member

Dee Marshall
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CITY STAFF

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Community Development

Kellee Timbrook
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Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, January 8, 2024

Session: Regular Meeting

Topic: Downtown Lofts RHID – Rural Rental, LLC

Department: Community Development

Staff Contact: Kari Zook

Background:

Resolution 010824-1 calling for a public hearing to be held on February 12, 2024, for approval to establish the Downtown Lofts Reinvestment Housing Incentive District (RHID) at 109/111/113 NW 3rd St. The developer and property owner are Rural Rental, LLC. This project includes the historic rehabilitation of an existing downtown building into commercial space on the main floor and six residential apartments on the second floor. The building permit status is currently under staff review. The Heritage Commission did approve a Certificate of Appropriateness for this project at their 12/21/23 meeting.

The Development Plan, Agreement, and RHID Financial Estimate are included for reference in the agenda packet.

The RHID captures the incremental increase in property taxes by a housing development project for up to 25 years. The incremental increase can be used to pay debt service bonds issued to fund the project, or in this case, transferred to the developer as reimbursement for costs incurred (which can include property acquisition, plumbing, HVAC, walls, removal of hazardous substances or materials, flooring, roof, framing, etc.)

Upper-story RHID was established in the city's central business district in 2021. It includes the renovation of buildings that are more than 25 years old for residential use and does not include improvements for commercial purposes on the main floor.

Recommendation:

Approve Resolution 010824-1 calling for a public hearing on February 12, 2024, to establish the Downtown Lofts RHID.

Fiscal Note:

N/A

Funding Source:

**DEVELOPMENT AGREEMENT
DOWNTOWN LOFTS
REINVESTMENT HOUSING INCENTIVE DISTRICT**

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into effective as of [_____] (the “**Effective Date**”), by and between the **CITY OF ABILENE**, Kansas, a municipal corporation of the State of Kansas (“**City**”), and **RURAL RENTAL, LLC**, a Kansas limited liability company (“**Developer**”). The City and the Developer are each a “**Party**” and collectively the “**Parties**.”

RECITALS

- A.** Developer has acquired real property and improvements located within the boundaries of City and described on **Exhibit A** attached hereto and incorporated herein by reference (the “**Property**”).
- B.** Developer desires to redevelop the Property into a 6 unit multifamily residential complex (“**Downtown Lofts Project**”), all as more fully described herein.
- C.** City has determined that the construction of the Downtown Lofts Project will foster the economic development of City and surrounding area of Dickinson County, Kansas.
- D.** The Parties are authorized to enter into this Agreement and to complete the responsibilities set forth herein with respect to the Downtown Lofts Project.

AGREEMENT

NOW THEREFORE, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION**

1.1 Definitions. As used in this Agreement, the following words and terms have the meaning set forth below:

“**Agreement**” means this Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.

“**City**” means the City of Abilene, Kansas.

“**City Expenses**” means all legal and professional costs, fees and expenses incurred by City with regard to the preparation of this Agreement and any and all other Ordinances, Resolutions or other documents necessary for implementation of the District as well as for representation and appearances of legal counsel at any hearings or proceedings required to implement the District.

“**Concept Site Plan**” means the site development plan prepared by a licensed professional engineer, or firm thereof, acceptable to City, depicting the conceptual program for construction of the Downtown Lofts Project.

“Construction Plans” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections.

“Developer” means Rural Rental, LLC, a Kansas limited liability company, or its permitted successors or assigns.

“Development Costs” means the total amount spent or expected to be spent by Developer to construct the Work.

“Development Plan” means the Development Plan prepared by the City in accordance with the provisions of the Reinvestment Housing Incentive District Act and approved by the Developer.

“District” means the Downtown Lofts Reinvestment Housing Incentive District to be established pursuant the Reinvestment Housing Incentive District Act and the RHID Ordinance.

“Downtown Lofts Project” means the redevelopment of the Property into a 6 unit multifamily residential complex in accordance with the Concept Site Plan.

“Eligible Costs” means the City Expenses, the cost of the Property, and the costs of residential improvements made to the second or higher floors of buildings or structures located in the District that are more than 25 years of age and used primarily for residential purposes which are reimbursable to the Developer pursuant to the provisions of K.S.A. 12-5249, including associated legal, engineering and project finance costs, all as more specifically described on **Exhibit C** attached hereto and incorporated herein by this reference.

“Governing Body” means the City Commission of the City of Abilene, Kansas.

“Material Change” means any change in the Concept Site Plan that modifies the number of residential units, or increases/decreases the cost of the Downtown Lofts Project by \$50,000 or more for each change or \$200,000 in the aggregate.

“Mayor” means the Mayor of the City of Abilene, Kansas, or their duly authorized agent.

“Property” means the real property (including but not limited to fee interests, leasehold interests, tenant-in-common interests, and such other like or similar interests) on which the Downtown Lofts Project will be located, more specifically described in **Exhibit A** attached hereto and depicted on **Exhibit B** attached hereto.

“Related Party” means any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended and any successor entity in which the principals of the Developer (either individually or collectively) or Developer own or control no less than fifty percent (50%) of the voting interest in such successor entity.

“RHID Funds” means those amounts paid from the Dickinson County Treasurer to the Treasurer of the City pursuant to K.S.A. 12-5250(b)(2)(A) as a result of the Downtown Lofts Project.

“RHID Ordinance” means the ordinance passed by the Governing Body approving the Development Plan and establishing the District.

“Reinvestment Housing Incentive District Act” means K.S.A. 12-5241 *et seq.*, as amended.

“Substantial Completion” means the stage in the progress of the Work when the Work or designated portions thereof is sufficiently complete in accordance with the Construction Plans, excepting all punch list items so that Developer can occupy or utilize the Work for its intended purpose.

“Work” means all work necessary to prepare the Property and to construct the Downtown Lofts Project, including; (1) renovation of existing improvements located on the Property; (2) construction, reconstruction and/or relocation of utilities; (3) construction of the residential units and related structures; (4) construction and installation of site landscaping on the Property, as described in the Concept Site Plan; and (5) all other Work described in the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

1.2 Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

- (a) The terms defined in this Article include the plural as well as the singular.
- (b) All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for will be made, in accordance with generally accepted accounting principles.
- (c) All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- (d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- (e) The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.
- (f) The Article and Section headings herein are for convenience only and will not affect the construction hereof.

ARTICLE II REPRESENTATIONS AND WARRANTIES

2.1 Representations of the City. The City makes the following representations and warranties, which are true and correct on the date hereof, to the best of the City’s knowledge:

(a) **Due Authority.** The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the City, enforceable in accordance with its terms.

(b) **No Defaults or Violation of Law.** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any

agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) **No Litigation.** There is no litigation, proceeding or investigation pending or, to the knowledge of the City, threatened against the City with respect to this Agreement or affecting the Property. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

(d) **Governmental or Corporate Consents.** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

(e) **No Default.** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

2.2 Representations of the Developer. The Developer makes the following representations and warranties, which are true and correct on the date hereof, to the best of the Developer's knowledge:

(a) **Due Authority.** The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

(b) **No Defaults or Violation of Law.** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which they are now a party, and do not and will not constitute a default under any of the foregoing.

(c) **No Litigation.** No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Downtown Lofts Project, the Developer or any officer, director, member or shareholder of the Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

(d) **No Material Change.** (1) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could affect the Developer's ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Developer to the City prior to the execution of this Agreement.

(e) **Governmental or Corporate Consents.** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement other than as set forth herein.

(f) **No Default.** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which Developer is or may be bound.

(g) **Compliance with Laws.** The Developer is in material compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

(h) **Other Disclosures.** The information furnished to the City by the Developer in connection with the matters covered in this Agreement is true and correct and does not contain any untrue statement of any material fact and does not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

2.3 Maintenance of Existence. During the term of this Agreement the Developer will maintain its legal existence, will continue to be in good standing under the laws of the State of Kansas and will not dissolve consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it.

2.4 Conditions to the Effectiveness of this Agreement. Contemporaneously with the execution of this Agreement, and as a precondition to the effectiveness of this Agreement, the Developer will submit the following documents to the City:

(a) a copy of the Developer's Articles of Organization and a good standing certificate dated within one month of the date of this Agreement, each certified by the Secretary of State of the State of Kansas;

(b) a certified copy of the Operating Agreement of the Developer; and

(c) a list of the officers and members of the Developer.

2.5 Final Approval Required. This Agreement will be void: (a) if the City does not finalize all required steps to create the District pursuant to the Reinvestment Housing Incentive District Act by adoption of the RHID Ordinance within 60 days after the Effective Date; or (b) if the District is nullified in the manner set forth in K.S.A. 12-5246. Until the passage of the RHID Ordinance, the Governing Body retains sole discretion on the Downtown Lofts Project. In addition, the zoning commission and the City retain full discretion within existing ordinances and policy regarding its zoning, planning, permitting and inspection requirements.

ARTICLE III REINVESTMENT HOUSING INCENTIVE DISTRICT

3.1 Preliminary Resolution. The Governing Body has heretofore adopted Resolution No. 101121-2 (the "Preliminary Resolution"), which made certain findings pursuant to the Reinvestment

Housing Incentive District Act, relative to the need for housing in the City and declaring an intent to establish reinvestment housing incentive districts within the City.

3.2 Department of Commerce Finding. Pursuant to the Preliminary Resolution, the City caused to be prepared a Housing Needs Analysis and forwarded the same with the Preliminary Resolution, to the Kansas Secretary of Commerce. On December 1, 2021, the Kansas Secretary of Commerce issued a letter to the City making certain findings required by the Reinvestment Housing Incentive District Act, and approved the City's ability to establish reinvestment housing incentive districts.

3.3 Further Proceedings. The City has caused to be prepared the Development Plan in accordance with the provisions of the Reinvestment Housing Incentive District Act, and plans to consider a resolution calling a public hearing relative to the Development Plan, conduct a public hearing, and consider the RHID Ordinance approving the Development Plan and establishing the District. The District will be deemed to be established at the time the RHID Ordinance is passed by the Governing Body and published as required by law. The Parties acknowledge that the creation of the District is subject to nullification in the manner set forth in K.S.A. 12-5246.

ARTICLE IV CONSTRUCTION

4.1 Concept Site Plan.

(a) Developer, at its cost, has had prepared the Concept Site Plan, which is hereby approved by the Parties. Notwithstanding anything to the contrary herein, the City's acceptance of the Concept Site Plan is not acceptance of the final site plan as required by the City ordinances and the City retains full and complete discretion to review, modify and approve or not approve such final site plan through its normal planning, zoning and permitting process.

(b) Developer will promptly notify City in writing of any proposed Material Changes to the Concept Site Plan at least 30 days prior to the implementation of any such Material Change, including a description of the Material Change and reasons therefore, including any supporting documentation requested by the City. Developer may implement a proposed Material Change to the Concept Site Plan only with the advance written consent of the City.

(c) Developer may make changes which are not Material Changes to the Concept Site Plan or any aspect thereof as site conditions or other issues of feasibility may dictate or as may be necessary or desirable in the sole determination of Developer to enhance the economic viability of the Downtown Lofts Project, with approval from the City.

4.2 Schedule. Developer will commence renovation and construction of the Downtown Lofts Project no later than [July 1, 2024]. Developer will diligently pursue and must obtain Substantial Completion of the Downtown Lofts Project within 18 months after commencement of construction.

4.3 Downtown Lofts Project Construction.

(a) Developer will construct, at its cost, the Downtown Lofts Project in a good and workmanlike manner in accordance with the terms of the Development Plan and this Agreement and as set forth in the Construction Plans. Notwithstanding anything to the contrary herein, all work on the Downtown Lofts Project will comply with existing City codes, rules and regulations. If Developer serves as general contractor for the Downtown Lofts Project, Developer will not charge more for such services than a third-

party contractor would customarily charge for such services. All work on the Downtown Lofts Project will be inspected by City staff during construction as if this Agreement did not exist.

(b) Developer may enter into one or more construction contracts to complete the Downtown Lofts Project. Prior to the commencement of construction of the Downtown Lofts Project, Developer will obtain, or will require that any such contractor obtain, the insurance required in **Section 6.8** hereof and will deliver evidence of such insurance to City.

(c) Promptly after Substantial Completion of the Work, in accordance with the provisions of this Agreement, Developer will furnish to City a Certificate of Substantial Completion in the form attached hereto as **Exhibit D**. The City will, within thirty (30) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to (i) verify reasonable satisfaction with, and the accuracy of, the certifications contained in the Certificate of Substantial Completion, and (ii) verify, in the City's sole discretion, that the Work complies with all applicable City code and permitting requirements. The Certificate of Substantial Completion will be deemed accepted by City unless, prior to the end of such 30-day period after delivery to City of each Certificate of Substantial Completion, City furnishes Developer with specific written objections to the status of the Work, describing such objections and the written objections to the status of the Work, describing such objections and the measures required to correct such objections in reasonable detail.

ARTICLE V FINANCING OBLIGATIONS

5.1 Financing of Downtown Lofts Project. All costs of the Downtown Lofts Project will be paid in cash or financed by Developer. The City will use RHID Funds to reimburse Developer for all or a portion of the Eligible Costs, subject to the terms of this Agreement. Reimbursements will be made solely to the Developer. So long as the total amount of Eligible Costs requested for reimbursement does not exceed the actual amount expended for such use or 120% of the total set forth on **Exhibit C**:

(a) the Developer may seek reimbursement of any particular line item on **Exhibit C** not exceeding 120% of the amount stated therein; and

(b) the Developer will be permitted to adjust the amounts estimated as Eligible Costs within and between each line item with the written consent of the City Manager.

5.2 Request for Reimbursement. The Developer will certify all costs and expenditures to be made in connection with the Eligible Costs in accordance with the following:

(a) The Developer will submit to the City a Request for Reimbursement in the form attached hereto as **Exhibit E** setting forth the amount for which reimbursement is sought and an itemized listing of the related Eligible Costs.

(b) Each Request for Reimbursement will be accompanied by such bills, contracts, invoices, or other evidence reasonably satisfactory to the City to document that payment has been made by the Developer for such Eligible Costs.

5.3 Reimbursement. The City will have 30 calendar days after receipt of any Request for Reimbursement to review and respond by written notice to the Developer. If the submitted documentation demonstrates that: (1) the Request for Reimbursement shows payment of the Eligible Costs; (2) the expense was incurred; (3) the Developer is not in default under this Agreement; and (4) the City has not discovered any fraud on the part of the Developer, then the City will approve the Request for Reimbursement and

promptly reimburse the Developer for the Eligible Costs pursuant to the terms of this Agreement if sufficient RHID Funds are available, and quarterly as funds become available in the event that RHID Funds in the City's possession are at that time insufficient. In the event the City does not respond within such 30-day period, the Request for Reimbursement will be deemed approved. If the City disapproves of the Request for Reimbursement, the Parties will meet to resolve any such differences. If a resolution is not found regarding specific cost(s), the denied cost will not be Eligible Costs unless and until a final order from a court of competent jurisdiction is received by the City requiring the cost to be accepted as an Eligible Cost or other written agreement of the Parties. Reimbursements will cease upon the earlier of (a) such time as the Eligible Costs have been fully reimbursed to Developer, or (b) 25 years after the date of the establishment of the District. The City will have no liability and/or responsibility to Developer for any payment greater than the amounts received from the Dickinson County Treasurer pursuant to the provisions of K.S.A. 12-5250(b)(2)(A) as a result of the creation of the District.

5.4 Payment of City Expenses. The Developer will pay, or reimburse the City for payment of, all City Expenses. All City Expenses paid by the Developer will be Eligible Costs.

ARTICLE VI GENERAL PROVISIONS

6.1 City's Right to Terminate. In addition to all other rights of termination as provided herein, City may terminate this Agreement at any time if Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within thirty (30) days after receipt of written notice from City of such default or breach.

6.2 Developer's Right to Terminate. In addition to all other rights of termination as provided herein, Developer may terminate this Agreement at any time if City defaults in or breaches any material provision of this Agreement (including any City default under *Article V* hereof) and fails to cure such default or breach within 30 days after receipt of written notice from Developer of such default or breach.

6.3 Successors and Assigns.

(a) This agreement will be binding on and inure to the benefit of the Parties and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.

(b) Until Substantial Completion of the Downtown Lofts Project has occurred, the obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written approval of City, which approval will not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by Developer of the proposed assignee's experience and financial capability to undertake and complete all portions of the Work with respect to the Downtown Lofts Project, all in accordance with this Agreement. Notwithstanding the foregoing, Developer is permitted to subcontract the construction of any portion of the Downtown Lofts Project without the consent of City but Developer will remain liable under this Agreement.

(c) The City hereby approves, and no prior consent will be required in connection with:

(1) the right of Developer to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in the Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Eligible Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment;

(2) the right of Developer to assign Developer's rights, duties and obligations under the Agreement to a Related Party; or

(3) the right of Developer to lease portions of the Property in the ordinary course of the development of the Downtown Lofts Project;

provided that in each such event Developer named herein will remain liable hereunder for the Substantial Completion of the Downtown Lofts Project, and will be released from such liability hereunder only upon Substantial Completion of the Downtown Lofts Project.

6.4 Remedies.

(a) Except as otherwise provided in this Agreement and subject to Developer's and City's respective rights of termination, in the event of any breach of any term or condition of this Agreement by either Party, or any successor, the breaching Party (or successor) will, upon written notice from the other Party specifying such claimed breach, proceed immediately to cure or remedy such breach, and will, in any event, within 30 days after receipt of notice, cure or remedy such default. If the breach is not cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and there upon may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party, withholding funds received pursuant to K.S.A. 12-5250(b)(2)(A) and/or repeal of the ordinance establishing the District. For purposes of this **Section 6.4**, no Party may be deemed in default of this Agreement unless and until it has received notice of any claimed breach and has been given an opportunity to cure the same.

(b) Notwithstanding any other provision of this Agreement, in no event will the Developer or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For purposes of this **Section 6.4**, consequential damages include, but are not limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred by the non-defaulting Party. Any monetary damages owed by the City will be limited to and will only be payable from RHID Funds actually received by the City as a result of the creation of the District.

6.5 Force Majeure. Neither City nor Developer nor any successor in interests will be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder will be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by any governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof, shortage of delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay), or any other cause or contingency similarly; or other causes beyond the Parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement; provided that such event of force majeure will not be deemed to exist as to any matter initiated or unreasonably sustained by Developer, and further provided that Developer notifies city in writing within thirty (30) days of the commencement of such claimed event of force majeure.

6.6 Notices. Any notice, demand or other communication required by this Agreement to be given by either Party hereto to the other will be in writing and will be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, or delivered personally,

- (a) In the case of Developer, to:

Rural Rental, LLC
Attn: Manager
100 Xavier Drive
Abilene, Kansas 67410

- (b) In the case of City, to:

City of Abilene, Kansas
Attention: City Manager
419 North Broadway Ave.
PO Box 519
Abilene, Kansas 67410

With a copy to:
City of Abilene, Kansas
Attn: City Attorney
419 North Broadway Ave.
PO Box 519
Abilene, Kansas 67410

Or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this **Section 6.6**.

7.7 Conflict of Interest. No member of the Governing Body or any branch of City's government who has any power of review or approval of any of Developer's undertakings, or of City's contracting for goods or services for the Downtown Lofts Project, will participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interests will immediately, upon knowledge of such possible conflict, disclose, in writing, to the Governing Body the nature of such interest and seek a determination by the Governing Body with respect to such interest and, in the meantime, will not participate in any actions or discussions relating to the activities herein proscribed. City represents to Developer that no such conflicts of interest exist as of the date hereof.

7.8 Insurance; Damage or Destruction.

(a) Developer will cause there to be insurance coverage as hereinafter set forth at all times during the process of constructing the Work and, from time to time at the request of City, will furnish City with proof of payment of premiums on:

(1) Builder's Risk insurance, written on the so called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest, if any, of City will be protected in accordance with a clause in form and content satisfactory to City; and,

(2) Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) together with an owner's contractor's policy, with limits against bodily injury and property damage of not less than Five Million Dollars (\$5,000,000.00) for all claims arising out of a single accident or occurrence and Two Million Dollars (\$2,000,000.00) for any one person in a single accident or occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and

(3) Workers Compensation insurance, with statutorily required coverage.

(b) The policies of insurance required pursuant to clauses (1) and (2) above will be in form and content reasonably satisfactory to City and will be placed with financially sound and reputable insurers licensed to transact business in the State of Kansas with general policy holder's rating of not less than A- and a financial rating of A- as rated in the most current available "Best's" insurance reports. The policy of insurance delivered pursuant to clause (1) above will contain an agreement of the insurer to give not less than 30 days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. All policies of insurance required pursuant to this section will name City as an additional insured. Developer will deliver to City evidence of all insurance to be maintained hereunder.

6.9 Inspection. Developer will allow City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as City determines is reasonable and necessary to verify Developer's compliance with the terms of this Agreement.

6.10 Choice of Law. This Agreement will be deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Kansas for all purposes and intents.

6.11 Entire Agreement; Amendment. The Parties agree that this Agreement constitutes the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement may be amended only in writing and effective when signed by the authorized agents of the Parties.

6.12 Counterparts. This Agreement is executed in multiple counterparts, each of which constitute one and the same instruments.

6.13 Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder will continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

6.14 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of City will be personally liable to Developer in the event of any default or breach by any Party under this Agreement or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

6.15 Legal Actions. If a third party brings an action against City, or any officials, agents, employees or representatives thereof contesting the validity or legality of any of the terms of this Agreement, or the ordinance approving this Agreement, Developer may, at Developer's option but only with City's consent, assume the defense of such claim or action (including without limitation, to settle or compromise any claim or action for which Developer has assumed the defense) with counsel of Developer's choosing. The Parties expressly agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent City and Developer in any such proceeding; provided, Developer and its counsel will consult with City throughout the course of any such action and Developer will pay all reasonable and necessary costs incurred by City in connection with such action. If such defense is assumed by Developer, all costs of any such action incurred by City will be promptly paid by Developer. If City refuses to permit Developer to assume the defense of any action, then costs incurred by City will be paid by City.

6.16 Release and Indemnification. Notwithstanding the expiration, termination or breach of this Agreement by either Party, the indemnifications and covenants contained in this **Section 6.16** will,

except as otherwise expressly set forth herein, survive such expiration, termination or breach of this Agreement by Parties hereto.

(a) Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors will not be liable to Developer for damages or otherwise in the event that any ordinance, order or resolution adopted in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either City is prevented from performing any of the covenants and agreements herein or Developer is prevented from enjoying the rights and privileges hereof.

(b) Developer releases from, agrees to indemnify and hold harmless City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that City and its Governing Body members, officers, agents, servants, employees and independent contractors will not be liable for, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property or construction of the Work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorney's fees, except for those matters rising out of the willful and/or wanton negligence of City and its governing body members, officers, agents, servants, and employees.

(c) City and its Governing Body members, officers, agents, servants and employees will not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Property or the Work except for matters arising out of the willful and/or wanton negligence of City and its Governing Body members, officers, agents, servants and employees.

(d) All covenants, stipulations, promises, agreements and obligations of City contained herein will be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any of its Governing Body members, officers, agents, servants or employees in their individual capacities.

(e) No official, employee or representative of City will be personally liable to Developer in the event of a default or breach by any Party to this Agreement.

(f) Developer releases from and covenants and agrees the City, its Governing Body members, officers, employees, agents and independent contractors will not be liable for, and agrees to indemnify and hold City, its Governing Body, members, officers, employees, agents and independent contractors harmless from and against any and all suits, interest, claims and cost of attorney fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the Downtown Lofts Project or its approval, (2) the construction of the Work, (3) the negligence or willful misconduct of Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Work, (4) the compliance by Developer with all applicable state, federal and local environmental laws, regulations, ordinances and orders, (5) underground storage tanks located on or about the Property, (6) friable asbestos or asbestos-containing materials at, on, or in the Property, (7) the operation of all or any part of the Property, or the condition of the Property, including, without limitation, any environmental cost or liability, or (8) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Developer or its agents in connection with or leading to the Downtown Lofts Project or the Property; except that the foregoing release and indemnification will not apply in the case of such liability arising directly out of the willful and/or wanton negligence of City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by City following termination of this Agreement.

6.17 Tax Implications. The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or State income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

6.18 Cash Basis and Budget Laws. The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq.* and K.S.A. 79-2935 *et seq.*

6.19 No Partnership. Nothing contained herein will be construed as creating a partnership between the Parties.

6.20 Term. The term of this Agreement will commence on the Effective Date and, unless terminated earlier as provided in this Agreement, expire on the earliest of: (i) the date all Eligible Costs have been reimbursed with RHID Funds, subject to the requirements and limitations set forth in this Agreement; or (ii) when the City has released all RHID Funds that have been collected for 25 years after the date of the RHID Ordinance.

6.21 Authorized Parties. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the Parties are required, or the Parties are required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Manager and for the Developer by any officer of Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken.

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IN WITNESS WHEREOF, City and Developer have caused this Agreement to be executed in their respective names and City has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF ABILENE, KANSAS

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

RURAL RENTAL, LLC

By: _____
Name: _____
Title: _____

SCHEDULE OF EXHIBITS

Exhibit A	Property Description
Exhibit B	Property Map
Exhibit C	Eligible Costs for Downtown Lofts Project
Exhibit D	Certification of Substantial Completion Form
Exhibit E	Request for Reimbursement Form

EXHIBIT A

PROPERTY DESCRIPTION DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT

The following described real estate in the City of Abilene, Dickinson County, Kansas, together with public rights-of-way adjacent thereto:

Lots Four (4), Five (5) and Six (6), in Henry, Hodge and Reed's Subdivision of Lots Two (2), Four (4), Six (6), Eight (8) and Ten (10), on Third Street, in Thompson and McCoy's Addition to the City of Abilene, Dickinson County, Kansas.

Together with public rights-of-way adjacent thereto

EXHIBIT B

PROPERTY MAP DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT

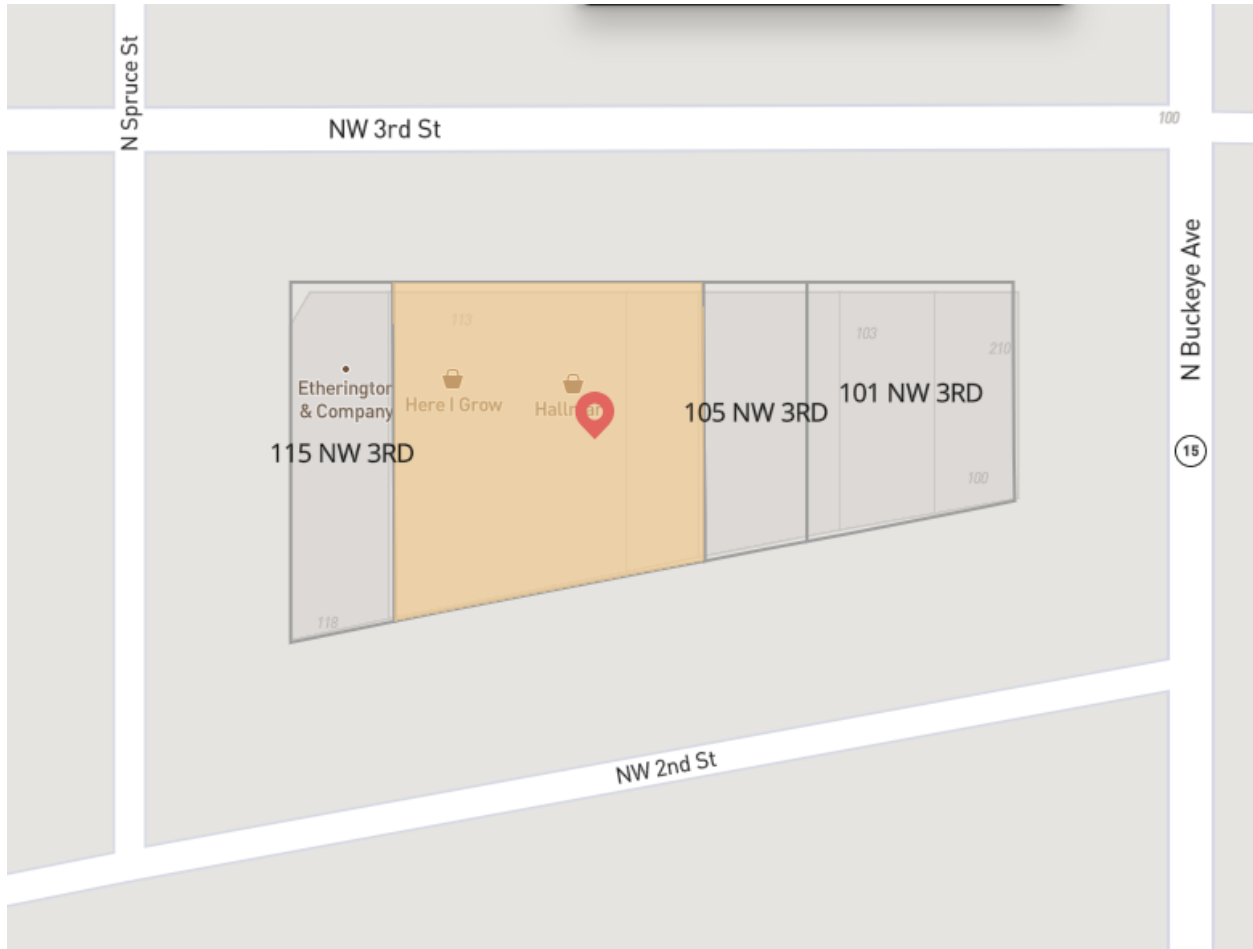


EXHIBIT C

ELIGIBLE COSTS FOR DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT

Category	Estimated Amount
Acquisition Costs	\$ 220,000
2 nd Floor Residential Improvements	<u>851,989</u>
Total	<u>\$1,071,989</u>

EXHIBIT D

CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

The undersigned, on behalf of Rural Rental, LLC (the “Developer”), pursuant to **Section 4.4** of the Development Agreement dated as of [_____] (the “Development Agreement”) by and among the City of Abilene, Kansas, and the Developer, hereby certifies as follows. All capitalized terms used herein have the meaning attributable to such terms in the Development Agreement.

1. The Work is sufficiently complete in accordance with the Construction Plans, excepting all punch list items, such that the Developer can occupy or utilize the Work for its intended purpose.
2. The Work has been completed in a good and workmanlike manner.
3. There are no mechanic’s or materialmen’s liens or other statutory liens on file encumbering title to the Property; all bills for labor and materials furnished for such portion of the Work which could form the basis of a mechanic’s, materialmen’s or other statutory lien against the Property have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid for.
4. All applicable building codes have been complied with in connection with the Work.

Dated: _____, 20____

RURAL RENTAL, LLC

By: _____
Name: _____
Title: _____

EXHIBIT E
REQUEST FOR REIMBURSEMENT

City of Abilene, Kansas
Attention: City Manager

You are hereby requested by the undersigned, an authorized representative of Rural Rental, LLC (the “Developer”) to disburse funds held by the City in the special revenue fund created pursuant the authority in K.S.A. 12-5250(b)(2)(A) for the Downtown Lofts project (the “Fund”) and set forth in the Development Agreement between the City of Abilene, Kansas and the Developer for the Downtown Lofts Reinvestment Housing Incentive District dated [_____] (the “Agreement”) to reimburse expenditures made by the Developer for Eligible Costs (as defined in the Agreement) as described on and in the amounts set forth in the Schedules attached to this invoice and incorporated herein by this reference (the “Schedules”).

I hereby certify that the amounts requested in the attached Schedules have been paid by the Developer in payment of costs that are Eligible Costs, as defined in the Agreement.

I further certify that no part of the amounts set forth in the Schedules have been the basis for any previous withdrawal of any moneys from the Fund.

Attached to the Schedules is a description of the nature of the item billed, a reference to which type of Eligible Cost the expense applies to under the Reinvestment Housing Incentive Act and the Agreement, and a copy of the contract, invoice or other billing for the Eligible Costs for which Developer seeks reimbursement, along with copies of checks, evidence of wire transfers or other evidence of payment by the Developer of such Eligible Costs and hereby certify that such copies are true and accurate copies of the original documents.

Dated: _____, 20____

RURAL RENTAL, LLC

By: _____
Name: _____
Title: _____

Invoice Reimbursement Schedule

Pursuant **Section 5.2** of the Agreement, I hereby request reimbursement of the amounts specified below and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete and that Developer has previously paid such Eligible Costs:

	Payee Name	Date of Payment	Purpose or Nature of Payment	Amount
1.				\$
2.				\$
3.				\$
4.				\$
5.				\$
6.				\$

Total Expenses \$ _____

Developer Signature

Note: Copies of bills, contracts, checks and other evidence reflecting the amounts shown above (as described in Section 5.2 of the Agreement) should be attached to this Schedule.

**DEVELOPMENT PLAN
OF THE CITY OF ABILENE, KANSAS
DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT**

JANUARY 2024

INTRODUCTION

On October 11, 2021 the City Commission (the “Governing Body”) of the City Abilene, Kansas (the “City”) adopted Resolution 101121-2, which found and determined that:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.
4. The future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction of/or renovation of quality housing in the City.

Based on these findings and determinations, the Governing Body proposed the establishment of one or more Reinvestment Housing Incentive Districts within the City pursuant to K.S.A. 12-5241 *et seq.* (the “Act”). The Governing Body further found that certain buildings, including the building located within the proposed District, are more than 25 years of age, will be primarily used for residential purposes, and are located in a central business district.

Following the adoption of Resolution 101121-2, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Reinvestment Housing Incentive District in the City as required by K.S.A. 12-5244(c) and K.S.A. 12-5249(a)(11). On December 1, 2021, the Secretary of Commerce provided written confirmation approving the establishment of the Reinvestment Housing Incentive Districts within the City.

DEVELOPMENT PLAN ADOPTION

K.S.A. 12-5245 states that once a city receives approval from the Secretary of Commerce for the development of a reinvestment housing incentive district, the governing body must adopt a plan for the development of housing and public facilities within the proposed district.

DEVELOPMENT PLAN

As a result of the shortage of quality housing, the City proposes this development plan (the “Development Plan”) to assist in the development of quality housing within the City.

(1) ***Legal Description and Map of the District.*** The legal description of the Downtown Lofts Reinvestment Housing Incentive District (the “District”) is as follows:

Lots Four (4), Five (5) and Six (6), in Henry, Hodge and Reed's Subdivision of Lots Two (2), Four (4), Six (6), Eight (8) and Ten (10), on Third Street, in Thompson and McCoy's Addition to the City of Abilene, Dickinson County, Kansas.

Together with public rights-of-way adjacent thereto

A map of the District is attached as ***Exhibit A*** to this Development Plan.

(2) ***Existing Assessed Valuation of the District.*** The assessed valuation of all real estate within the District for 2023 is:

Land	\$ 2,408
Improvements	<u>47,155</u>
<i>Total</i>	<i>\$49,563</i>

(3) ***Owners of Record.*** The name and address of the owner of record for the real estate within the District is:

Rural Rental, LLC
100 Xavier Drive
Abilene, Kansas 67410

(4) ***Description of Housing and Public Facilities Projects.*** The housing and public facilities projects that are proposed to be constructed include the following:

Housing Facilities

The housing facilities will consist of renovation of an existing building more than 25 years of age and located within a central business district into a 6 unit multifamily residential complex targeting moderate income tenants. No additional structures are expected to be constructed.

Public Facilities

The existing building is served by adequate existing infrastructure and therefore no additional public facilities are anticipated to be constructed.

(5) ***Developer's Information.*** The names, addresses and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities is:

Owner of Real Property: Rural Rental, LLC
100 Xavier Drive
Abilene, Kansas 67410

Developer: Rural Rental, LLC
100 Xavier Drive
Abilene, Kansas 67410

(6) ***Contractual Assurances.*** The Governing Body will consider a Development Agreement (as may be amended from time to time, the "Development Agreement"), with Rural Rental, LLC, a Kansas limited liability company (the "Developer"). The Development Agreement, as supplemented and amended, includes the project construction schedule, a description of projects to be constructed, financial obligations of the developer, and financial and administrative support from the City. The Development Agreement includes contractual assurances, if any, the Governing Body has received from the Developer guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed district. A copy of the proposed Development Agreement is attached as ***Exhibit B*** to this Development Plan.

(7) ***Comprehensive Analysis of Feasibility.*** A comprehensive analysis was conducted to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue, would be sufficient to pay for the public improvements to be undertaken in the District. A copy of the analysis is attached as ***Exhibit C*** to this Development Plan. The analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the public infrastructure. No public

infrastructure costs are anticipated. The estimates indicate that the revenue realized from the project together with other sources of Developer funds would be adequate to pay the eligible costs.

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EXHIBIT B
DEVELOPMENT PLAN
DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT
MAP OF THE DISTRICT

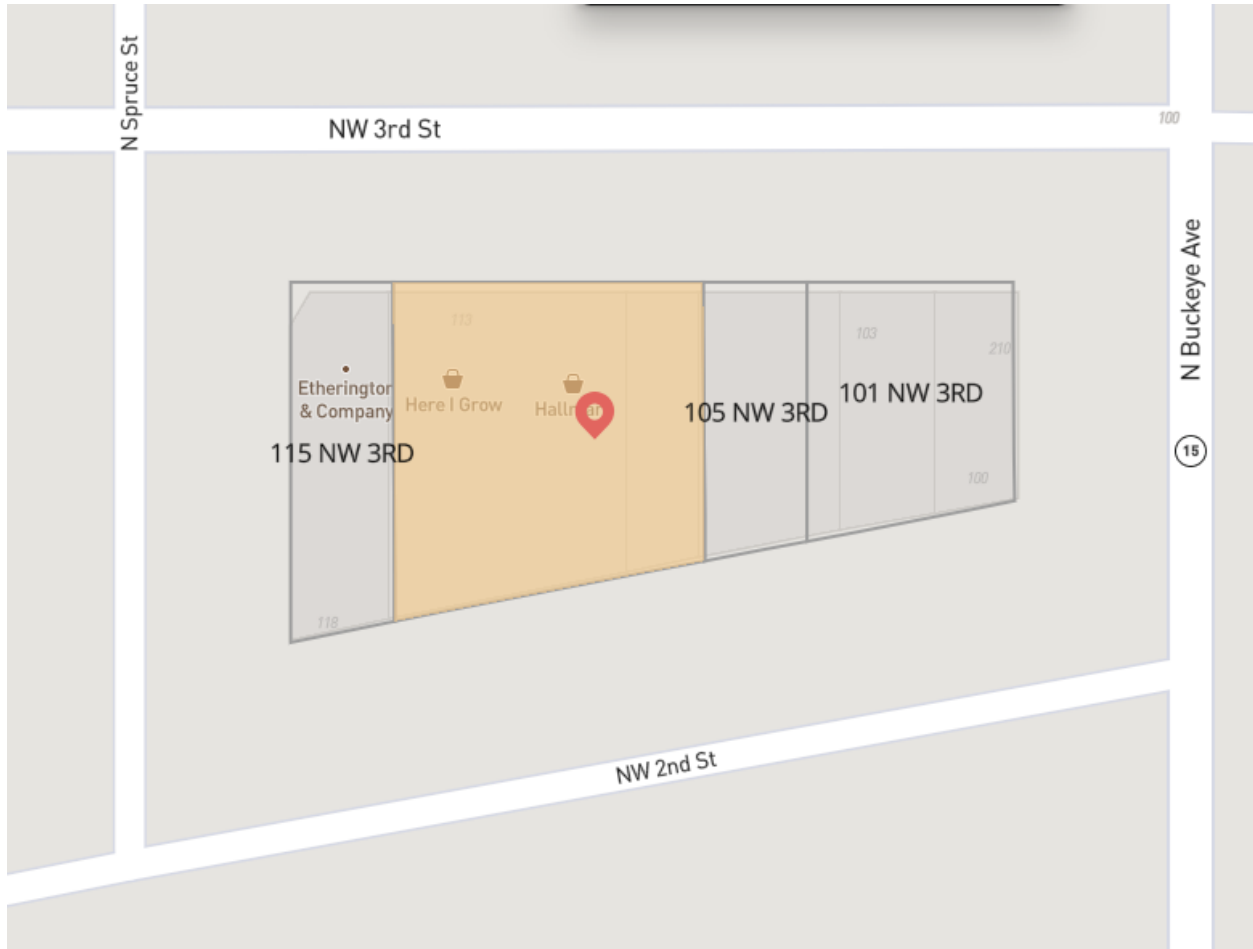


EXHIBIT B
DEVELOPMENT PLAN
DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT
DEVELOPMENT AGREEMENT

EXHIBIT C
DEVELOPMENT PLAN
DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT
COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

City of Abilene, Kansas
Downtown Lofts RHID

Estimated Eligible Expenses	\$1,071,989
Estimated RHID Increment	\$254,331
Estimated Unreimbursed Developer Funds	\$817,658

Taxing Units:	2023/2024	Aggregate	
	Mill Levy	Fiscal Impact	
		25 years	
City	47.356	\$	84,566
USD 435	51.882		56,933
State	1.5		-
Cemetery #1	1.603		2,863
Chisholm Trail Ext Dist #2(	1.658		2,961
Memorial Hospital #1	2.001		3,573
Rec Commission	3.352		5,986
County	54.571		97,450
Total	163.923	\$	254,331

Current	Aggregate								
Assessed Value	2023/2024	Property Tax on	Estimated Completed	Property	Estimated	Less Taxes	Less State	Less State levy for	Annual
	Mill Levy	Base Value	Appraised Value	Class	Property Tax	on Base	1.5 Mills	USD 20 Mills	Tax Increment
\$49,563.00	163.923	\$8,124.52	\$1,143,052	11.50%	\$21,547.84	\$8,124.52	\$197.18	\$2,629.02	\$10,597.12

Assumptions:
Eligible expenses equal to acquisition costs plus 50% of other project costs
Estimated Completed Value equal to Current Value plus 80% of estimated construction costs
Renovation completed by December 2024 (appraised Jan 2025 for taxes collected 2025/2026)
Constant AV
11.5% property class for assessed value
Constant mill levy based on 2023/24 levy
District created 1Q2024

Year	Tax Collection Years	Estimated Annual	Estimated Cumulative Total
		Total Increment	Increment
1	2024/25	\$0	0
2	2025/26	\$10,597	\$10,597
3	2026/27	\$10,597	\$21,194
4	2027/28	\$10,597	\$31,791
5	2028/29	\$10,597	\$42,388
6	2029/30	\$10,597	\$52,986
7	2030/31	\$10,597	\$63,583
8	2031/32	\$10,597	\$74,180
9	2032/33	\$10,597	\$84,777
10	2033/34	\$10,597	\$95,374
11	2034/35	\$10,597	\$105,971
12	2035/36	\$10,597	\$116,568
13	2036/37	\$10,597	\$127,165
14	2037/38	\$10,597	\$137,763
15	2038/39	\$10,597	\$148,360
16	2039/40	\$10,597	\$158,957
17	2040/41	\$10,597	\$169,554
18	2041/42	\$10,597	\$180,151
19	2042/43	\$10,597	\$190,748
20	2043/44	\$10,597	\$201,345
21	2044/45	\$10,597	\$211,942
22	2045/46	\$10,597	\$222,540
23	2046/47	\$10,597	\$233,137
24	2047/48	\$10,597	\$243,734
25	2048/49	\$10,597	\$254,331

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF ABILENE KANSAS
HELD ON JANUARY 8, 2024**

The City Commission (the “Governing Body”) met in regular session at the usual meeting place in the City at 4:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

There was presented a Resolution entitled:

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF ABILENE, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING (DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT)

Commissioner _____ moved that the Resolution be adopted. The motion was seconded by Commissioner _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows:

Yea: _____

Nay: _____

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____ and was signed by the Mayor and attested by the Clerk. The Clerk was directed to arrange for the publication of the Resolution one time in the official newspaper of the City not less than one week or more than two weeks preceding the date fixed for the public hearing.

* * * * *

(Other Proceedings)

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CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Governing Body of the City of Abilene, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

RESOLUTION NO. 010824-1

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF ABILENE, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING (DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT)

WHEREAS, the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 *et seq.* (the “Act”) authorizes cities incorporated in accordance with the laws of the state of Kansas (the “State”) to designate reinvestment housing incentive districts within such city; and

WHEREAS, the governing body (the “Governing Body”) of the City of Abilene, Kansas (the “City”) has performed a Housing Needs Analysis dated May 2019 (the “Analysis”), a copy of which is on file in the office of the City Clerk; and

WHEREAS, Resolution No. 101121-2 adopted by the Governing Body made certain findings relating to the need for financial incentives for the construction of quality housing within the City, declared it advisable to establish a reinvestment housing incentive district pursuant to the Act and authorized the submission of such Resolution and the Analysis to the Kansas Department of Commerce in accordance with the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated December 1, 2021, authorized the City to proceed with the establishment of a reinvestment housing incentive district pursuant to the Act; and

WHEREAS, the City has caused to be prepared a plan (the “Plan”) for the development or redevelopment of housing and public facilities in the proposed Downtown Lofts Reinvestment Housing Incentive District (the “District”) in accordance with the provisions of the Act; and

WHEREAS, the Plan includes:

1. The legal description and map required by K.S.A. 12-5244(a);
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;

7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows that the public benefits derived from such District will exceed the costs and that the income therefrom, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the District.

WHEREAS, the Governing Body proposes to continue proceedings necessary to create a Reinvestment Housing Incentive District, in accordance with the provisions of the Act, and adopt the Plan, by the calling of a public hearing on such matters.

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

Section 1. Proposed Reinvestment Housing Incentive District. The Governing Body hereby declares an intent to establish within the City a reinvestment housing incentive district. The District is proposed to be formed within the boundaries of the real estate legally described in *Exhibit A* attached hereto, and shown on the map depicting the existing parcels of land attached hereto as *Exhibit B*. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District and the existing assessed valuation of said real estate, listing the land and improvement values separately, is attached hereto as *Exhibit C*.

Section 2. Proposed Plan. The Governing Body hereby further declares its intent to adopt the Plan in substantially the form presented to the Governing Body on this date. A copy of the Plan shall be filed in the office of the City Clerk and be available for public inspection during normal business hours. A description of the housing and public facilities projects that are proposed to be constructed or improved in the proposed District, and the location thereof are described in *Exhibit D* attached hereto. A summary of the contractual assurances by the developer and the comprehensive feasibility analysis is contained in *Exhibit E* attached hereto.

In addition, the City has negotiated a development agreement (the “Development Agreement”) between the City and Rural Rental, LLC (the “Developer”), relating to the Downtown Lofts Reinvestment Housing Incentive District, the development thereof, and the construction and payment of improvements related thereto. The Development Agreement is hereby approved in substantially the form presented to the Governing Body, with such changes or modifications as may be approved by the City Manager and as may be approved as to form by the City Attorney. The Mayor is hereby authorized to execute the Development Agreement and such other documents as may be necessary to implement the intent of this Resolution and the Development Agreement, as may be approved by the City Manager and as may be approved as to form by the City Attorney, by and on behalf of the City and the City Clerk is hereby authorized to attest such signature.

Section 3. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City to consider the establishment of the District and adoption of the Plan on February 12, 2024 at the City Commission Meeting Room within the Abilene Public Library located at 209 NW Fourth Street, Abilene, Kansas 67410; the public hearing to commence at 4:00 p.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body will receive public comment on such matters, and may, after the conclusion of such public hearing, consider the findings necessary for establishment of the District and adoption of the Plan, all pursuant to the Act.

Section 4. Notice of Public Hearing. The City Clerk is hereby authorized and directed to provide for notice of the public hearing by taking the following actions;

1. A certified copy of this resolution shall be delivered to:
 - A. The Board of County Commissioners of Dickinson County, Kansas;
 - B. The Board of Education of Unified School District No. 435, Dickinson County, Kansas (Abilene); and
 - C. The Planning Commission of the City of Abilene, Kansas.
2. This Resolution, specifically including ***Exhibits A*** through ***E*** attached hereto, shall be published at least once in the official newspaper of the City not less than one week or more than two weeks preceding the date of the public hearing.
3. This Resolution, including ***Exhibits A*** through ***E*** attached hereto, shall be available for inspection at the office of the clerk of the City at normal business hours. Members of the public are invited to review the plan and attend the public hearing on the date announced in this Resolution.

Section 5. Further Action. The Mayor, City Manager, City Clerk and the officials and employees of the City, including the City Attorney and Gilmore & Bell, P.C., are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall take effect after its adoption by the Governing Body.

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ADOPTED by the Governing Body of the City of Abilene, Kansas on this 8th day of January, 2024.

(SEAL)

Mayor

ATTEST:

City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 010824-1 adopted by the Governing Body of the City on this 8th day of January, 2024 as the same appear of record in my office.

DATED: January 8, 2024

City Clerk

EXHIBIT A

**LEGAL DESCRIPTION OF PROPOSED
DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT**

The following described real estate in the City of Abilene, Dickinson County, Kansas, together with public rights-of-way adjacent thereto:

Lots Four (4), Five (5) and Six (6), in Henry, Hodge and Reed's Subdivision of Lots Two (2), Four (4), Six (6), Eight (8) and Ten (10), on Third Street, in Thompson and McCoy's Addition to the City of Abilene, Dickinson County, Kansas.

Together with public rights-of-way adjacent thereto

EXHIBIT B

**MAP OF PROPOSED
DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT**

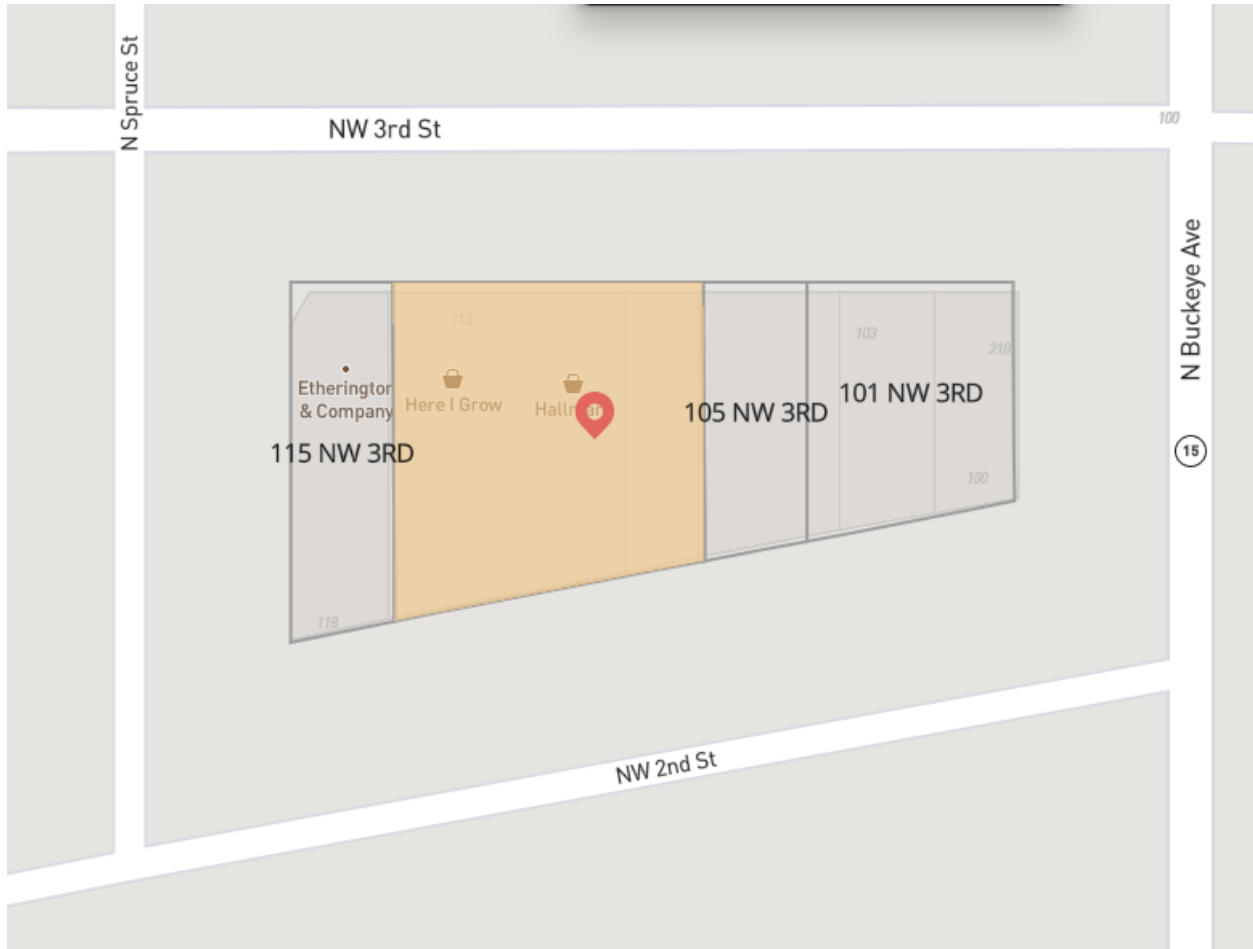


EXHIBIT C

NAMES AND ADDRESSES OF THE OWNERS OF RECORD OF ALL REAL ESTATE PARCELS WITHIN THE PROPOSED DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT AND THE EXISTING ASSESSED VALUATION OF SAID REAL ESTATE PARCELS AND NAMES AND ADDRESSES OF THE DEVELOPERS

Owner of Real Property:	Rural Rental, LLC 100 Xavier Drive Abilene, Kansas 67410
Developer:	Rural Rental, LLC 100 Xavier Drive Abilene, Kansas 67410
Existing Assessed Valuation of the District:	Land - \$2,408 Improvements - \$47,155

EXHIBIT D

DESCRIPTION OF THE HOUSING AND PUBLIC FACILITIES PROJECT OR PROJECTS THAT ARE PROPOSED TO BE CONSTRUCTED OR IMPROVED IN THE PROPOSED DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT

Housing Facilities

The housing facilities will consist of renovation of an existing building more than 25 years of age and located within a central business district into a 6 unit multifamily residential complex targeting moderate income tenants. No additional structures are expected to be constructed.

Public Facilities

The existing building is served by adequate existing infrastructure and therefore no additional public facilities are anticipated to be constructed.

EXHIBIT E

SUMMARY OF THE CONTRACTUAL ASSURANCES BY THE DEVELOPER AND OF THE COMPREHENSIVE FEASIBILITY ANALYSIS

Contractual Assurances

The Governing Body of the City of Abilene, Kansas will enter into a development agreement with Rural Rental, LLC, the developer. This agreement, as supplemented and amended, includes the project construction schedule, a description of projects to be constructed, financial obligations of the developer and financial and administrative support from the City of Abilene, Kansas.

Feasibility Study

The developer has conducted a study to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue provided by the developer, would be sufficient to pay for the public improvements to be undertaken in the District. The analysis estimates the property tax revenues that will be generated from the development, less existing property taxes, to determine the revenue stream available to support the costs of the public infrastructure. No public infrastructure costs are anticipated. The estimates indicate that the revenue realized from the project together with other sources of developer funds would be adequate to pay the eligible costs.



12. Call to Order – January 8, 2024, City Commission Study Session

13. January 8, 2024, City Commission Study Session Agenda

- a. WSU Sports Feasibility Study Presentation – Nigel Soria, Research Economist & Data Scientist, WSU
- b. Olsson Work Order 5A (amendment) for the Airport Displaced Threshold Project – Finance Director Leann Johnson
- c. Olsson Inspection and Testing Services Agreement for Waterline Replacement Project – City Manager Ron Marsh
- d. Ordinance and Resolution adopting Water Conservation Plan – City Manager Ron Marsh
- e. Architect's proposal for the design of the Water Treatment Plant roof replacement – City Manager Ron Marsh
- f. Golden Belt West Lot Purchase Agreement, Developers Agreement, License Agreement – City Manager Ron Marsh and Community Development Director Kari Zook

14. Consider a motion to adjourn the January 8, 2024, City Commission Meeting.

Future Meeting Reminders

*City Commission Regular Meeting, January 22, 2024, at 4 p.m.

*City Commission Study Session, January 22, 2024 - 15 minutes following the adjournment of the regular meeting, will not start before 4:30 p.m.

*City Commission Regular Meeting, February 12, 2024, at 4 p.m.

*City Commission Study Session, February 12, 2024 – 15 minutes following the adjournment of the regular meeting, will not start before 4:30 p.m.



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, January 8, 2024

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 Sports Complex Feasibility Study

City of Abilene | November 2023

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PUBLIC POLICY & MANAGEMENT CENTER

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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

One's 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 significant⁵ 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.

⁵A 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			

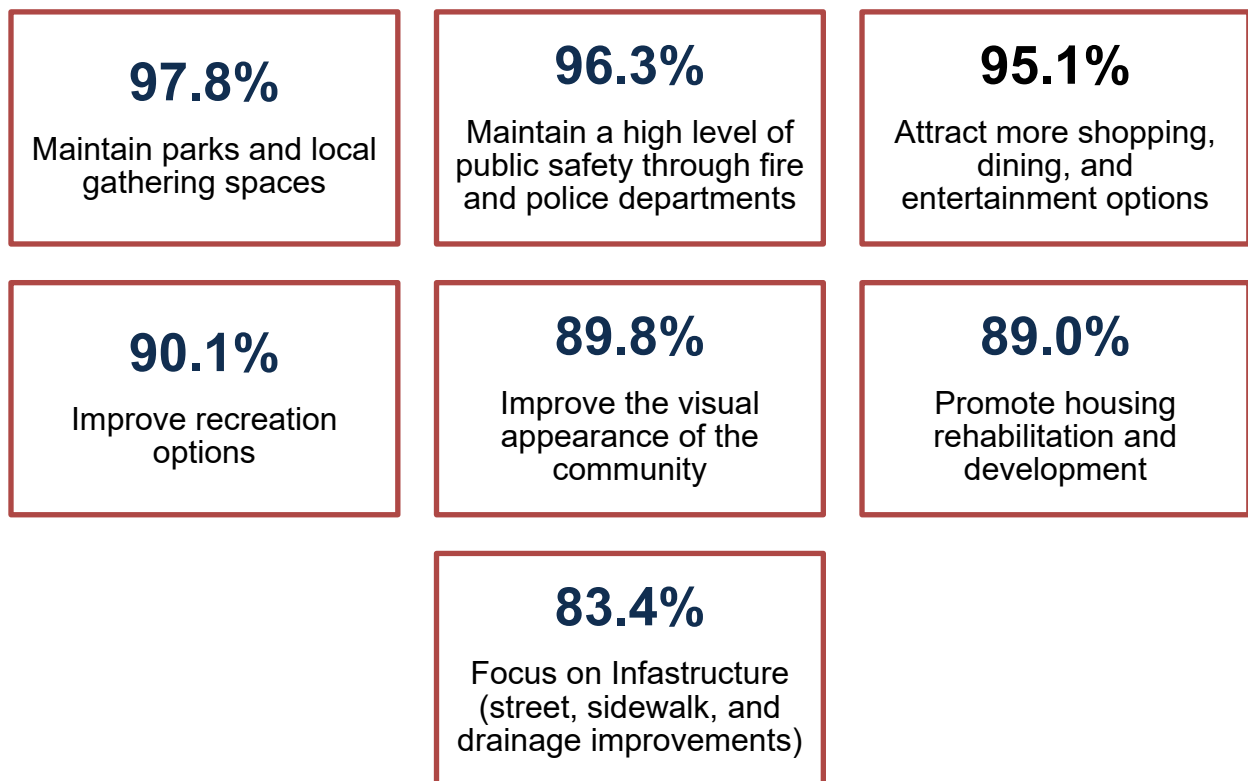
Similarly, all respondents with a High commitment to the public interest plan to be living in Abilene five years from now, as compared slightly more than half of respondents (56 percent) with a Low commitment to the public interest.

Investment Strategies for Building a Better Community

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



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)

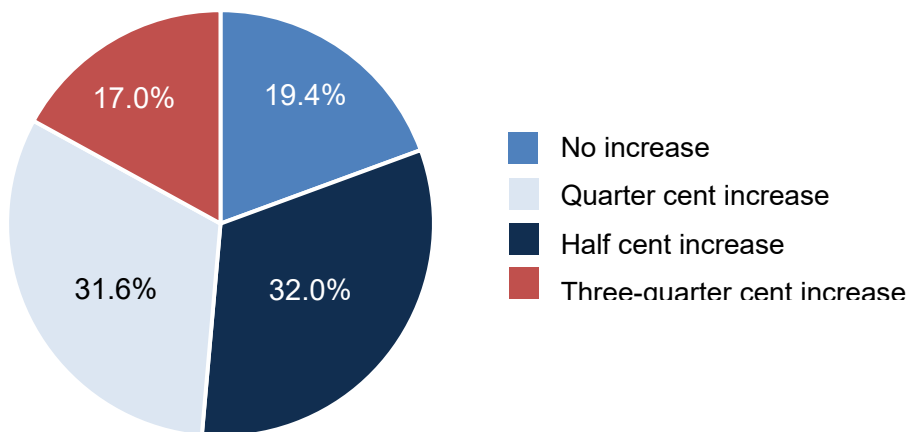
Table 6-2: Willingness to Pay for Investment Options by Commitment to the Public Interest

	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

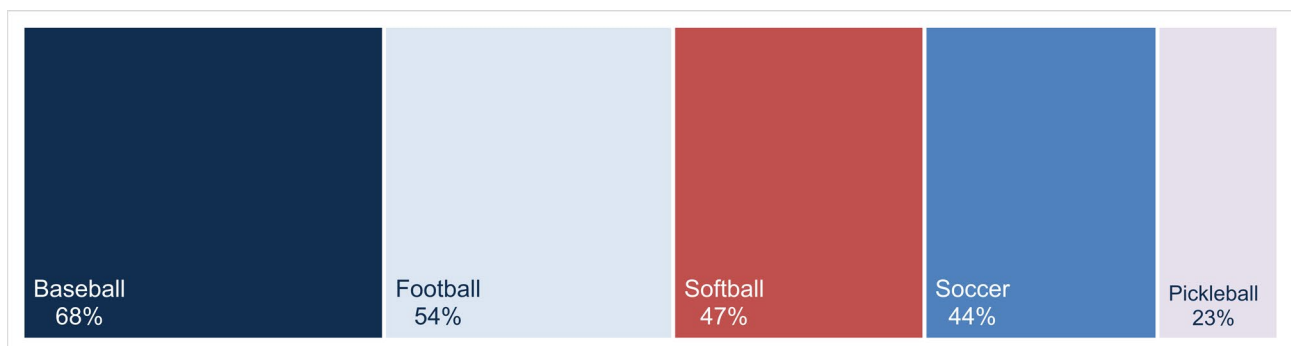
A limitation of the survey is that it was designed for and administered to residents of Abilene only, even though the sports complex would also be used by out-of-towners. The purpose of this final section of the survey is to better understand how Abilene residents make decisions about when to travel 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

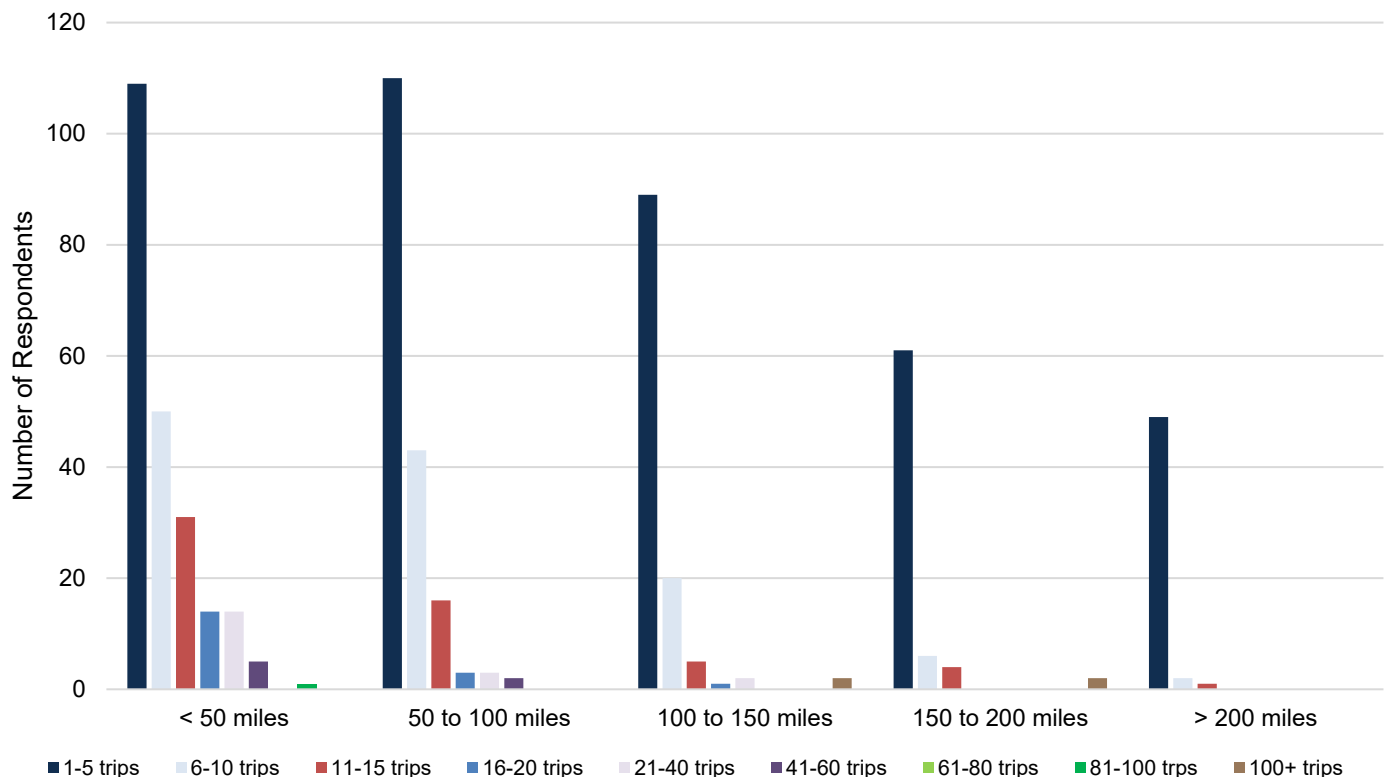


More than three quarters of respondents (79.0 percent) indicated they or their family have travelled out-of-town to attend their own or a family member's sporting event in the last year. Those respondents were asked how many of those events were:

- 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 circle the number 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 <i>all natural</i> multi-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 <i>artificial turf</i> multi-purpose fields for baseball, softball, soccer, and flag football • Outdoor pickleball courts • Adequate bathrooms and concessions	1	2	3	4

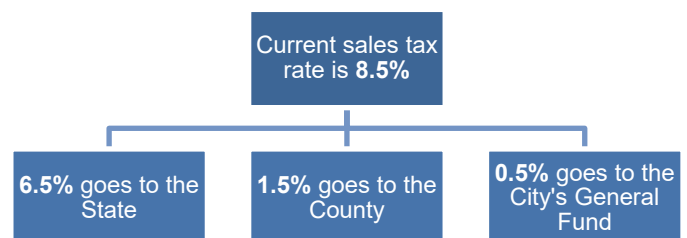
Section 5. Willingness to Pay

This section provides a better understanding of your willingness to pay a special sales tax for your investment priorities. Please circle the number 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 <i>all natural</i> multi-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 <i>artificial turf</i> 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) | ☐ Half cent increase (9% Sales Tax) |
| ☐ Quarter cent increase (8.75% 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

Age

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

How long have you lived in Abilene?

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

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

- ☐ Yes
- ☐ No

Any additional comments:



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, January 8, 2024

Session: Study Session

Topic: Olsson Master Agreement Work Order No. 5A (Amendment)

Department: Finance

Staff Contact: Finance Director, Leann Johnson

Background:

On November 27, 2023, the City Commission approved Work Order No. 5 to displace the Runway 17 threshold to clear the railroad. On December 6, 2023, a pre-design meeting was held between the City of Abilene, Olsson Engineering and the FAA. While discussing the scope of the project, the team agreed it would be appropriate and beneficial to update and replace the PAPIs and REILs on Runway 35 to remain consistent with the new LED equipment being replaced on Runway 17. The equipment on both runways is old (15-23 years), not energy efficient, and it is difficult to find current replacement parts.

PAPI=Precision Approach Path Indicator, a system of lights on the side of an airport runway threshold that provides visual descent guidance information during the final approach.

REIL=Runway End Identifier Lights, a system that provides rapid and positive identification of the end of the runways positioned on each corner of the runway landing threshold.

Attachments:

Olsson's Master Agreement Work Order No. 5A (Amendment)-**amendments are in red.**

Recommendation:

Approve the Olsson Engineering's Master Agreement Work Order No. 5A, Design and Bidding Phase for the Displaced Threshold expanded to replace the PAPIs and REILs on Runway 35 with in the amount of \$72,500.

Fiscal Note:

Original Total \$62,262.79: Design & Planning \$53,475.98 Bidding \$8,786.81
Amended Total \$72,500: Design & Planning \$63,700, Bidding \$8,800.
10% City match of the project (\$7,250)
90% Reimbursed from FAA AIP (\$65,250)

Funding Source:

Airport Special Projects Fund



MASTER AGREEMENT WORK ORDER NO. 5A (Amendment) 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. **On November 27, 2023, the city executed Work Order No. 5 for the original scope of services indicated below. On December 25, 2023, the city advised that the scope of Olsson's Scope of Services for the Agreement should be expanded, also 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

Original Project Description (11/27/23): 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

Additional Project Description (12/15/23): Replace the PAPIs and REILs on Runway 35

- **Installation of new PAPI-2L and removal of existing PAPI-2L on Runway 35**
- **Installation of new REILS and removal of existing REILs on Runway 35**

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.

Additional services: Field assessment of Runway end 35.

- 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.

Additional services: Topographic survey of Runway end 35.

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

Additional services: PAPI obstacle surface analysis of Runway end 35.

- 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.

Additional services: Preliminary layout and locations for Runway end 35 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

Additional services: Detailed construction plans for Runway end 35 PAPIs and REILs.

- 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.

Additional services: Quality control review of construction plans for Runway end 35 PAPIs and REILs.

- 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.

Additional services: Submittal of plans for Runway end 35 PAPIs and REILs.

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.

No changes to this phase are needed due to the amended scope of the project.

- 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

\$ 63,700 for the Design Phase, as shown on Exhibit A (an increase of \$10,200 from the original Work Order 5); and

\$ 8,800 for the Bidding Phase, as shown on Exhibit B (no change).

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 _____

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 - Amended Dec. 2023
DESIGN PHASE
Abilene Municipal 3-20-0001-019

1. Direct Salary Costs

<u>Title</u>	<u>Total Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Total Costs (\$)</u>
Team Leader	9.0	\$89.15	\$802.35
Sr. Project Engineer	12.0	\$71.65	\$859.80
Project Engineer	78.5	\$59.15	\$4,643.28
Elec. or Mech. Engineer	0.0	\$71.10	\$0.00
Associate Engineer	67.3	\$49.25	\$3,312.06
Assistant Engineer	45.0	\$37.00	\$1,665.00
Registered Surveyor	8.0	\$56.20	\$449.60
Sr. Technician	116.0	\$33.50	\$3,886.00
Asst. Technician	50.5	\$30.00	\$1,515.00
Sr. Clerical	50.0	\$31.50	\$1,575.00

Total Direct Salary Costs: \$18,708.09

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs** 185.88% \$34,774.59

3. Fixed Fee: 15% of Items 1 & 2 \$8,022.40

4. Direct Nonsalary Expenses

Travel	820 Miles @	\$0.655	\$537.10
Meals	3 Days @	\$59.00	\$177.00
Motel	1 Days @	\$98.00	\$98.00
Copies, Prints, Shipping			\$1,400.00
Drilling Expenses			\$0.00

Total Expenses: \$2,212.10

5. Subtotal of Items 1 - 4 \$63,717.18

6. Subcontract costs \$0.00

7. Lump Sum Amount - Total Items 5 & 6 \$63,717.18

Rounded: \$63,700.00

** 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

<u>Title</u>	<u>Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Total Costs (\$)</u>
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	<u>\$589.68</u>

Total Direct Salary Costs: \$2,382.64

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs*	185.88%	\$4,428.85
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3. <u>Fixed Fee: 15% of Item 1 & 2</u>	\$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			<u>\$780.00</u>

Total Expenses: \$989.60

5. Subtotal of Items 1 - 4	\$8,822.81
----------------------------	------------

6. Subcontract costs	\$0.00
----------------------	--------

7. Lump Sum Amount - Total Items 5 & 6	\$8,822.81
--	------------

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.



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

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, January 8, 2024

Session: Study Session

Topic: Oak, Olive & Kuney Street Waterline Replacement Work Order Amendment #1

Department: Public Works

Staff Contact: City Manager/PW Director

Background:

Amendment #1 to the Olsson work order for the Oak, Olive & Kuney Street waterline replacement is for the Construction Inspection and Material Testing services at a cost of \$32,635.00.

This amendment aligns with the Master Agreement between Olsson and the City.

Recommendation:

Approve Amendment #1 to the Oak, Olive & Kuney Street waterline replacement work order with Olsson Engineering.

Fiscal Note:

\$32,635.00

Funding Source:

Water Reserve Fund



**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
OAK, OLIVE, & KUNEY STREET WATERLINE REPLACEMENT
WORK ORDER AMENDMENT #1
ABILENE, KS**

Date: December 14, 2023

This AMENDMENT ("Amendment") hereby amends the Abilene, KS Oak, Olive & Kuney Street Waterline Replacement Work Order dated April 19, 2023 and executed May 8, 2023 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: NE 14th Street from N. Oak Street to East of N. Olive Street
 N Kuney Street from NE 14th Street to NE 15th Street
 N Olive Street NE 14th Street to Charles Road
 Abilene, KS

Project Description: Construction Observation and Materials Testing Services.

The Abilene, KS Oak, Olive & Kuney Street Waterline Replacement Work Order is amended as follows:

GENERAL

Olsson will furnish Construction Observation and Materials Testing Services during the construction phase of Oak, Olive, & Kuney Street Waterline Replacement project. Additionally, Temporary Construction Easements will be prepared for the City's use.

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 45 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

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

TASK I – CONSTRUCTION OBSERVATION AND MATERIALS TESTING

Construction observation and material testing services have been requested for the waterline replacement 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 – TEMPORARY CONSTRUCTION EASEMENTS

Temporary Construction Easements will be prepared by a licensed professional surveyor. Easement descriptions for each will be provided as well as an exhibit showing their locations.

SCHEDULE FOR OLSSON'S SERVICES

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

Anticipated Start Date: November 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 THIRTY TWO THOUSAND SIX HUNDRED THIRTY FIVE dollars (**\$32,635.00**) 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:

CITY OF ABILENE, KS

By _____
Signature

Printed Name _____

Title _____

Dated: _____



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

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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

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, January 8, 2024

Session: Study Session

Topic: Resolution Adopting Updated Water Conservation Plan

Department: Public Works

Staff Contact: City Manager/PW Director

Background:

The City of Abilene Water Conservation Plan (WCP) is required to be updated every three years. The last update was May 11, 2020.

Attached is a draft of the WCP update. The draft has been reviewed by the Kansas Water Office and if adopted by the Abilene City Commission, it will be sent to the Kansas Division of Water Resources for final signature.

The major change to the plan will be the first paragraph on page 5. If the 1% increase for water base tier rate is approved, this paragraph will need to be updated.

Another change is to the labels of stage 2 & 3 of the drought response (page 9 & 11):

Stage 2: Watch Warning to Water Watch

Stage 3: Watch Emergency to Water Emergency

In the event of a Water Emergency, the plan aligns with Section 7-1006 of the City Code that allows the Governing Body to adopt emergency water rates in response to each declared emergency, rather than beforehand.

If the WCP is adopted at the January 22, 2024, regular meeting, Article 10 Water Conservation will need to be updated at a subsequent meeting.

Recommendation:

Consider approving Resolution 012224-1 Adopting a Water Conservation Plan for the City of Abilene.

Fiscal Note:

NA

Funding Source:

NA



MUNICIPAL WATER CONSERVATION PLAN CITY OF ABILENE November 2023



Adopted January 22, 2024, Resolution 012224-1

Municipal Water Conservation Plan
for the City of Abilene

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INTRODUCTION

The primary objectives of the Water Conservation Plan for the City of Abilene are to develop long-term water conservation plans (Long-Term Water Use Efficiency Section) and short-term water emergency plans (Drought Response Section) to assure the city customers of an adequate water supply to meet their needs. The efficient use of water also has the beneficial effect of limiting or postponing water distribution system expansion and thus limiting or postponing the resultant increases in costs, in addition to conserving the limited water resources of the State of Kansas.

The City of Abilene has undertaken several steps to ensure a dependable water supply. The water supply for our city is obtained from wells drilled in 1945-2022 and takes water from the Sand Springs Aquifer and the Smoky Hill River Alluvium. Treated water storage facilities consist of three 500,000-gallon tanks, of which two are ground-level tanks and one is elevated, plus one 250,000-gallon elevated tank. The City of Abilene believes that our Municipal Water Conservation Plan represents a major step in ensuring our customers have a dependable water supply in future years.

Definitions

Aquifer is a body of permeable rock which can contain/transmit groundwater.

Alluvium is a deposit of clay, silt, sand, and gravel left by flowing streams in a river valley.

LONG-TERM WATER USE EFFICIENCY

Water Use Conservation Goals

The City of Abilene used 92 gallons per person per day (GPCD) in 2017. This GPCD figure includes:

- Water sold to residential/commercial customers.
- Water distributed for free for public services (parks, cemeteries, swimming pools, etc.)
- Water lost by leaks in the water distribution system.

However, the GPCD figure does not include municipally supplied water for industries that use over 200,000 gallons per year. According to the publication Municipal Water Use in Kansas, 2017, our city is in Region 7M. From this publication, it was determined that our City's GPCD water use was 160, which was 74 percent above the regional average of 92 GPCD among public water suppliers in Region 7M in 2017. The City desires to set a water use conservation goal for usage not to exceed 92 GPCD based on the regional average from 2013 to 2017. Our City anticipates not exceeding this goal by carrying out the specific actions outlined in our plan.

Water Conservation Practices

This subsection of the plan summarizes the current education, management and regulation efforts that relate to the long-term conservation of water in the City. Specific practices that will be undertaken to conserve water are listed and a target date to begin each practice is also shown.

Education

The city water bills show the total number of gallons of water used during the billing period and the amount of the bill. The city has provided information on water conservation to the local news media on a regular basis.

The city has chosen the following conservation practices and target dates for the Education Component of the Long-Term Water Use Efficiency Section of our Water Conservation Plan.

Education Conservation Practices to be Taken	Target Date
1. Water bills will show the amount of water used in gallons and the cost of the water.	Implemented
2. Water conservation tips can be attained on the city’s website.	Implemented
3. Educational materials to teach customers how to read their water bills.	December 2024

Management

Water meters are installed for all residential/commercial customers, as well as for all water distributed free of charge to city government buildings and grounds.

The City of Abilene reads each customer’s water meter and mails a water bill to each customer every month. Customer water meters are read on the 15th of each month.

Water leaks from the city public water distribution system are repaired when discovered and/or reported to City Personnel. Water pressure is not checked unless customers complain that their water pressure is too low.

The water and sewer rate structure for the city was passed on Feb 2022 effective Mar 2022. The minimum monthly connection charge is \$18.77 for Residential and Commercial. Residential water use is charged at a rate of \$0.443 per 100 gallons. Commercial customers are charged at a rate of \$0.443 per 100 gallons for the first 225,000 gallons and \$0.375 per 100 gallons above 225,000 gallons. Customers outside the city limits pay double the rates stated earlier. During a declared water emergency, the governing body shall have the power to adopt emergency water rates by ordinance, pursuant to Section 7-1006 of the city code. The Dickinson County Rural Water District #2 wholesale rate is \$1.48 per 1,000 gallons. The sewer minimum monthly connection charge for all customers is \$15.30 plus \$0.638 per 100 gallons of winter average use. The city periodically reviews water rates.

The City of Abilene realizes that much greater emphasis must be placed on obtaining accurate measurement of water use at our source and at customer meters. For that reason, the City of Abilene has chosen the following conservation practices and target dates for the Management component of the Long-Term Water Use Efficiency Section, of our Water Conservation Plan.

Management Conservation Practices to be Taken	Target Date
1. All source water will have meters installed and the meters will be repaired or replaced within 90 days when malfunctions occur.	(Implemented)
2. Meters for source water will be tested for accuracy at least once every five years. Each meter will be repaired or replaced if its test measurements are not within KDA requirements.	(Implemented)
3. Meters at each individual service connection will be replaced or tested for accuracy upon customers request and/or suspected failure if they are one inch or less. Meters over one inch will be tested for accuracy at least once every five years. Each meter will be repaired or replaced if its test measurements are not within AWWA standards of 95%-101%.	(Implemented)
4. A water rate structure designed to curb excessive use of water will be evaluated.	(Implemented)
5. Recommend to City Manager a program to incorporate water conserving landscape principles into future landscape development projects, including renovation of existing landscapes.	(Implemented)
6. Meters will be installed at all residential/commercial service connections and at all other service connections, including separate meters for irrigation systems which irrigate more than one acre.	(Implemented)
7. The city water utility will implement a water management review, which will result in a specified change in water management practices or implementation of a leak detection and repair plan. Whenever the amount of unsold water, water provided free for public service, water loss, etc. exceeds 20 percent or water loss at the R.O. Water Treatment Plant exceeds 25 percent of the total source water for a four-month time period.	(Implemented)
8. Water sales will be based on the amount of water used.	(Implemented)

Regulation

The City of Abilene does encourage water conservation from May 1 to September 30 each year between the hours of noon and 7 p.m.

Abilene does have a plumbing code. The enforcement of any regulations to require use of any water conservation plumbing measures is ongoing. Most new homes and/or remodeling projects do include the use of water conservation toilets, washing machines and faucets.

Regulation Actions to be Taken	Target Date
1. All new or renovated construction will install toilets that use 1.6 gallons per flush or less and low flow showerheads that use 2.5 gallons per minute or less.	May 2026
2. Adopt a landscape water conservation ordinance.	May 2026

DROUGHT RESPONSE

The City of Abilene addresses its short-term water shortage problems through a series of stages based on conditions of supply and demand with accompanying triggers, goals and actions. Each stage is more stringent in water use than the previous stage since water supply conditions are more deteriorated. The City Manager is authorized to implement the Water Conservation Plan (Resolution # 012224-1). In times of need or duress, the governing body may declare any section of the program.

Stage 1: Water Watch

Goals

The goals of this stage are to heighten awareness of the public on water conditions and to maintain the integrity of the water supply system.

Triggers

This stage is triggered by one of the following conditions:

1. Water production capacity is only 10% greater than projected daily demand.
2. If the availability of water storage is reduced by any one water tower during summer usage only. This does not apply to spring, fall, and winter.
3. Water tower storage falls below 60% of maximum.

Education Actions

1. The city will make bi-weekly news releases to the local media and post on the city website describing present conditions and indicating the water supply outlook for the upcoming season.
2. Bi-weekly summaries of precipitation, temperature, water levels in wells will be made public at the beginning of each month.
3. Water-saving tips will be shared with water utility customers.

Management Actions

1. Leaks will be repaired as soon as practical upon discovery.
2. Water tower draining or flushing will be suspended.
3. The city will suspend washing of the city fleet, hydrant flushing, and water tower draining and flushing for inspection.

Regulation Actions

The public will be asked to curtail some outdoor water use and to make efficient use of indoor

water, i.e., wash full loads, take short showers, do not let faucets run, etc. (City Code 7- 1004)

Stage 2: Water Warning

Goals

The goals of this stage are to reduce daily consumption by 30 percent.

Triggers

This stage is triggered by one of the following conditions:

1. Whenever the Governing Body finds that drought conditions or some other condition causing a major water supply shortage are present and supplies are starting to decline, it shall be empowered to declare, by resolution, that a Water Warning exists and that it will recommend restrictions on non-essential uses during the period of the Water Warning.
2. Water production capacity is equal to projected daily demand.
3. Two water towers are out of service regardless of season.
4. Water tower storage falls below 50% of maximum.

Education Actions

1. The City will make weekly news releases to the local media and post on the city website describing present conditions and indicating the water supply outlook for the upcoming weeks.
2. Weekly summaries of precipitation, temperature, water levels in wells will be made public.
3. Water conservation articles will be provided to the local newspaper and posted on the city website.
4. Water-saving tips will be available to water utility customers, online or printed copies are available at City Hall.

Management Actions

1. Upon declaration of a Water warning, the City Manager, or other designated official, is also authorized to implement certain mandatory conservation measures, including, but not limited to, the following.
 - a. The price is doubled for new connections to the city's water distribution system, except connections of fire hydrants and those made pursuant to agreements entered by the City prior to the effective date of the declaration of the water warning.

- b. The imposition of water rationing based on any reasonable formula including, but not limited to, the percentage of normal use and per capita or per customer restrictions.
 - c. Complete ban on the waste of water. As defined in city code 7-1002 (c,1,2)
 - d. Any combination of the measures in Sections 7-1005 of the City Code as the Governing Body, or authorized City official, may deem appropriate and/or necessary.
- 2. The city water supplies will be monitored daily.
 - 3. Leaks will be repaired as soon as possible upon notification.
 - 4. Pumping at wells will be reduced to decrease drawdown and to maintain water levels over well screens.

Regulation Actions

- 1. Upon declaration of a Water Warning, the City Manager, or other designated official, is also authorized to implement certain mandatory conservation measures, including, but not limited to the following.
 - a. The city will suspend washing of the City Fleet, hydrant flushing, and Water Tower draining and flushing for inspection.
 - b. Restrictions on the uses of water in one or more classes of water use, as defined in Section 7-1002(d) of the City Code, wholly or in part.
 - c. The imposition of water rationing based on any reasonable formula including, but not limited to, the percentage of normal use and per capita or per customer restrictions.
 - d. Complete ban on the waste of water.
 - e. Any combination of the measures in Sections 7-1005 of the City Code as the Governing Body, or authorized City official, may deem appropriate and/or necessary.
 - f. The public will be asked to curtail some outdoor water use and to make efficient use of indoor water, i.e., wash full loads, take short showers, do not let faucets run, etc. (City Code 7- 1004)

Stage 3: Water Emergency

Goals

The goals of this stage are to reduce peak daily consumption by 50 percent.

Triggers:

This stage is triggered by one of the following conditions:

1. Whenever the Governing Body finds that an emergency exists by reason of a shortage of water supply needed for essential uses, it shall be empowered to declare, by resolution, that a Water Emergency exists and that it will impose mandatory restrictions on water use during the period of the Water Emergency.
2. Production capacity is less than daily projected demand.
3. Three or more water towers are out of service regardless of season.
4. Water tower storage falls below 35% maximum.
5. Blend ratio outside 10% of nominal set points
6. Water table falls to historic lows references 2012 water table level.

Education Actions

1. The city will make news releases as needed to the local media and post on the city website describing present conditions and indicating the water supply outlook.
2. Weekly summaries of precipitation, temperature, water levels in wells will be made public.
3. The city will hold public meetings as needed to discuss the emergency, the status of the city water supply and further actions which may need to be taken.
4. Water conservation articles will be provided to the local newspaper and posted on the city website.
5. Water-saving tips will be available to water utility customers, online or printed copies are available at City Hall.

Management Actions

1. The city water supplies will be monitored daily.
2. Leaks will be repaired as soon as possible upon detection.
3. Pumping at wells will be reduced to decrease drawdown and to maintain water levels over well screens.
4. The city will consider changing the blend ratio of the water to minimize the strain on the two well fields.
5. The city will begin coordination for emergency supplies from other users, the state or the federal government.

Regulation Actions

These regulations apply to city residents.

1. Upon declaration of a Water Emergency as provided in Section 7-1003(c) of the City Code, the City Manager, or other designated official, is also authorized to implement certain mandatory conservation measures, including, but not limited to, the following:
 - a. Suspension of new connections to the city's water distribution system, except connections of fire hydrants and those made pursuant to agreements entered by the city prior to the effective date of the declaration of the emergency.
 - b. The city will suspend washing of the city fleet, hydrant flushing, and Water Tower draining and flushing for inspection.
 - c. Restrictions on the uses of water in one or more classes of water use, as defined in Section 7-1002(d) of the City Code, wholly or in part.
 - d. The imposition of water rationing based on any reasonable formula including, but not limited to, the percentage of normal use and per capita or per customer restrictions.
 - e. Complete ban on the waste of water.
 - f. Any combination of the measures in Sections 7-1005 of the City Code as the Governing Body, or authorized City official, may deem appropriate and/or necessary.
2. Upon the declaration of a Water Emergency as provided in Section 7-1003(c) of the City Code, the Governing Body shall have the power to adopt emergency water rates by ordinance designed to conserve water supplies. Such emergency rates may provide for, but are not limited to:
 - a. Higher charges for increasing usage per unit of use (increasing block rates).
 - b. Uniform charges for water use per unit of use (uniform unit rate).
 - c. Extra charges in excess of a specified level of water use (excess demand surcharge).

PLAN REVISION, MONITORING & EVALUATION

1. The City of Abilene will establish a monthly management practice of reviewing monthly totals for water production, residential/commercial sales, water provided free-of-charge, and unaccounted for water. The problems noted during the monthly review will be solved as soon as possible.
2. The City of Abilene will review and evaluate the GPCD goals to assess further actions and will provide a status report to the Kansas Department of Agriculture-Division of Water Resources (DWR).

(Mayor's Name Printed)

(Mayor's Signature)

Attest:

Date signed: _____

(City Clerk's Signature)



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

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, January 8, 2024

Session: Study Session

Topic: Architectural Service for Water Treatment Plant Roof Replacement

Department: Public Works

Staff Contact: City Manager/PW Director

Background:

The roof at the water treatment plant has leaked for a very long time. It is no longer in warranty and attempts to fix the roof in the cheapest way possible has created a larger problem.

Staff reached out the the city engineer, Olsson, to see what could be done and they have recommended having an architect design a comprehensive repair and/or replacement plan.

Olsson has recommended BNN Architects and they have inspected the roof and given the city an Observation Report on the roof and wall damage. This report is included in the packet.

The cost includes design phase, construction document phase, bidding phase and construction phase (administration services).

Recommendation:

Approve architectural services agreement with BNN Architects for the Water Treatment plant roof replacement.

Fiscal Note:

\$25,000.00

Funding Source:

Water Reserve Fund



Water Treatment Plant

Roof and Wall Damage- Observation Report

January 7, 2023

BBN Architects Inc.



Executive Summary

It is our professional opinion that there are many contributing factors to the multiple conditions found at the Abilene Water Treatment Center. These range from the use of once-popular systems that have proven problematic over time to unwise repairs to the roof by an inexperienced tradesman who does not understand the characteristics of this building type. Repairs or replacements to some of these systems could reduce the amount of damage from occurring again. However, replacing all the systems will correct the conditions and prevent them from recurring in the future.

Initial Project Correspondence

Mark Bachamp from Olsson contacted Dan Crouch of BBN Architects Inc. about conditions that had been occurring over many years related to water damage to the interior surfaces of many of the walls in the water treatment plant. Photographs were shared showing conditions described as efflorescence and possible damage from water infiltration on the exterior through the brick wainscot.

The pictures sent showed more than just efflorescence. Efflorescence is sodium or salts that are forced out of a material by water and drying on the surface. This is typically the result of high moisture content in masonry or other materials. Excess moisture also causes the paint to bubble or peel because the infiltrated water is kept from drying out due to the impervious paint. If the moisture in masonry was allowed to get to the surface, it would typically dry out to be in equilibrium with the surrounding space. Often it is better if the block is not painted and is allowed to dry out unless there is a reason to seal it. It was unknown during the initial conversation if there was, and always has been, a high amount of humidity present in the water treatment areas and the locations.

A scheduled visit was arranged on November 1, 2023, at 2:30pm at the Abilene Treatment Plant to see the conditions in person.

Site Visit

Jay Leusman, the Water Treatment Plant Superintendent, and some of the other staff greeted us outside when we arrived. We discussed some of the history of the building. It was mentioned that a roofing company had been to the building in the past when there were some leaks and other conditions, and they did some repairs. The conditions did not get better, and at this time, the roofing company that did the work is no longer in business.

We started at the interior of the building and looked at the condition in the main hallway and observed water damage to the paint on the wall. We observed above the ceiling running water stains on the concrete masonry unit wall, one that runs to the exterior and extends above the roof we were under, and one that terminates in a parapet wall above the adjacent roof of the plant area. Water had clearly infiltrated the roof-to-wall flashing and was running down the wall and being absorbed into some gypsum wall board that was laminated to the concrete masonry units. The paint on the wall surface had bubbled and held water trapped in the bubble pockets.

Within the water treatment plant space, there were several locations with various conditions present. The first one that was observed was the surface bubbling and flaking of paint on the concrete masonry unit of the exterior walls. It was not really efflorescence; however, some efflorescent stains were present

at locations where the paint had failed or ruptured. There were more signs of this in corner locations and at lower locations. The lower location closely aligns with the brick wainscot on the exterior.

The corner wall location extended from the floor all the way to the exposed roof deck and the width from the corner was approximately two feet, or three cells of the concrete masonry unit. These cells on the corners are typically reinforced with deformed bars and concrete grout for structural reinforcement. These cells are also not insulated the same way as the adjacent cells (later determined when reviewing the existing drawings sent to BBN). There is a possibility that the solid grouted cells present greater thermal conductivity, albeit a lag in time for the temperature from the exterior to reach the interior surface and can present a drop in temperature on the interior. This lower temperature, when in contact with warmer air and high humidity, causes the surface of the wall to convert water vapor to liquid water, much like a cup of ice-cold water in a glass or plastic vessel. The water vapor may also be present behind the painted surface of the concrete masonry unit and can also condense behind the paint and cause the paint to fail and bubble. It is likely that the paint was added to the wall surface to keep the water from soaking into the concrete masonry unit, but moisture continued to develop on the surface and behind the paint as well. The exterior insulated finish system (E.I.F.S.) is also designed to provide some continuous insulation before the temperature hits the concrete masonry unit. The E.I.F.S. appears to be about one inch based on the provided existing drawings. This is not enough insulation to bring the dew point in the wall to the center of the wall and away from the high humidity of the interior spaces. The areas where there are insulated cells appear to perform better and present little or no damage in the locations where they are also covered by the E.I.F.S.

It was also observed that in the lower three to four feet of the wall, directly behind the brick wainscot where there is no E.I.F.S., there were areas of considerable damage like those described above. The conditions that differ are that the grouted reinforced cells in the concrete masonry unit are approximately four feet on center or are reinforced in two cells, one cell on both sides of a masonry expansion joint. There is no perlite insulation in the reinforced cells, and they provide a thermal conductive path to the interior of the space. Damage to the paint surface was very visible in these locations. There was also slight damage in the insulated cells, possibly due to the brick wainscot not providing an insulation barrier like the E.I.F.S. does.

Some other possibilities for water infiltration in the lower wall section could be improper drainage of the wall cavity between the brick and the concrete masonry units. Water can and will infiltrate a brick face through the vertical head joints and minor cracks at non-bonded mortar and brick surfaces. If the cavity between the materials is not being kept clean and void of mortar in the installation process, it can trap moisture and keep it from flowing down to the wall cotton rope weeps at the base. Through-wall flashing is also not present at the base of the wall that typically comes up on the cavity sixteen inches to keep water from traveling to the interior and forcing it to the exterior.

Exterior Insulation Finishing Systems installed around the time of this building's construction often have issues with movement in walls causing cracks in the concrete stucco/plaster finish that presents paths for water infiltration. E.I.F.S. has undergone some modernization since the early 2000's with systems that provided drain pathways on the back sides of the insulation for the water to run down channels to a base where it is allowed to drain out from the bottom of the E.I.F.S. and onto some flashing where it is directed away from the face of the wall or material below. This is clearly not visible above the brick

wainscot and possible water infiltration could find its way into the interior surfaces without proper drainage.

There were a few observations made where damage was present around windows and outside air intake louvers where sealant was not maintained. In conditions around windows, the same non-insulated cells present in the jambs of the windows, bond beams in the sills or heads of the windows, also have condensation issues due to thermal conductivity. Just like with the E.I.F.S. conditions on the exterior mentioned above, there were no visible drainage locations for water that may be trapped behind the insulation to go anywhere to the exterior, especially if weeps were sealed over. That water could travel to the interior around the windows.

There was a visible tear in the vinyl sheet that supports the roof insulation in the middle of the plant floor that clearly had water build up at one time to the point of rupture. We were told that water continues to come from that location. Previous observations on the roof directly above this location did not find any penetration. The interesting thing about water leaks on roofs is that they rarely occur directly over where the leak is visible, and water can travel down conduits, purlins, beams, and vinyl membranes for distances of one foot to one-hundred feet or more. With a rupture in the membrane and insulation falling out of that location, the metal roof now has no insulation, and the cold metal surface of the roof will continually condensate in the winter when there is a high humidity level on the interior. This rupture needs to be fixed to insulate and prevent the water vapor from hitting the cold metal surface. The following roof conditions noted will also possibly explain the leak that occurred.

There were several locations where there were water streaks noticed on the painted surface of the concrete masonry walls near the roof deck or purlins above. These were due to water infiltration from the roof that will also be described later.

Roof Conditions

Several accessed the roof areas via ladders to observe conditions. It was very apparent that there were numerous locations with possible leaks and differing conditions that could explain many of the conditions found on the interior.

The roofing company that was hired to repair all the leaks used a fluid-applied elastomeric sealant to cover all locations that they identified as potential leak locations. This included flashings, coping caps, ridge caps, and roof to wall transitions. In all locations that were observed, the elastomeric sealant is not soft, is not flexible, and would not stretch when pulled on. It was dry, cracked, hard, brittle, and not flexible. I was told that this material was not soft or pliable about one month after its installation. This would lead me to believe that the mix, possibly a two-part or more system, was not properly mixed and yielded a higher solids content. If the right formula is not followed, the elasticity and bond of the product will never work properly.

Pre-engineered metal buildings, such as this one, typically flex and move more than conventional building construction. Because of this, the joints, flashing, connections, and roof need to be allowed to move properly. When materials are fastened together in a way that does not allow them to flex and move, they will tear apart from each other. This was observed many times in various conditions.

The parapet caps were installed in eight-foot sections that were lapped and fastened together with exposed sheet metal screws that also fastened all the way through to the wood blocking that was

attached to the top of the concrete masonry units. There were no expansion sleeves present to allow for expansion and contraction of these long pieces to slide past each other while providing a water-tight condition. Typically, coping caps provide a hemmed location with a slip connection with some sealant to allow the pieces to work independently of each other. The coping caps are also clipped, or retained, using a hidden spring-action clipping system that holds down the coping in a wind, but is never fastened mechanically with a screw or rivet to another coping, or directly fastened to the blocking below. The clip system allows for horizontal and sliding expansion and contraction independent of the clips retaining it below. The current coping caps have expanded and contracted so much that the screw fasteners have sheared off leaving no screws in the metal, no attachment to the blocking below, and huge gaps between the lapped coping sections that allow water to run or even blow under the laps and into the wall below. This explains why there are water stains on the surface of the wall that were visible and why there might be more moisture in the wall above and beyond condensation build up. This is compounded by the lack of a proper drainage system behind the E.I.F.S., and water could be trapped anywhere within the wall.

The ridge cap that was installed between the two sloped roof sections also has an elastomeric membrane applied to it. Unlike the coping cap, the ridge cap appears to have had a proper slip joint at one time. The ridge cap sections would be allowed to slide independently of each other and would also not be affected by expansion and contraction in thermal expansion with that of the standing seam roof panels, if they were all kept independent of each other and worked to flex and slide separately from each other. The sealant that was applied and did not remain pliable, and it can visually be seen that the movement of all these pieces coming together are no longer flexible and the sealant was ripped and torn due to the movement in the system. It is not recommended that this elastomeric membrane/sealant be used even if it did remain pliable. Over time, this was/is going to need another coating once the life of the product ran out and became dry and brittle with ultraviolet light degradation. More buildup of the sealant would then render the product too thick and strong to stretch and would not function properly. This product would need to be removed fully if another coat were to be applied, and this stuff is solidly adhered on the surfaces and will take tremendous effort to remove. The tears in the current membrane have led to water leaks including water damming within the flashing and overflowing the flashing. This could explain the leak approximately thirty feet away from the ridge cap that caused the vinyl sheet to rupture in the middle of the plant. The water can travel this distance easily on the bottom side of the roof panel or down the roof framing.

The roof to wall transitions that may once have had proper flashing transitions now have the same elastomeric material applied. The roof panel to flashing connection was a slip connection and is no longer able to move properly. The membrane is torn now due to this movement and caused many failures that are now present. While the flashing is still intact below, the water is not allowed to properly flow down the roof if it gets in a crack and pools, dams, or is a vessel that can now fill to the point that it overflows the flashing and then leaks to the interior. This explains the water damage to the wall of the corridor. This, along with the parapet coping caps, and the ridge cap, all contribute to numerous locations of leaks that can travel a long distance from the point of the leak to another location.

Observation Conclusions

With the numerous conditions observed, it is difficult to isolate just one fix. There is a combination of original design errors, materials that were used initially to be of sound use that are now thought to be improper, and repairs and fixes recently to the roof that have potentially exacerbated the issues that

were present. These attempted repairs have potentially greatly increased the cost to come in and remediate the conditions that could have been properly fixed initially. The removal of the fluid applied elastomeric sealant will be nearly impossible without damaging the metal materials, even with great time and carefulness.

Professional Recommendations

The greatest source of leaks we believe is the roofing conditions. All the parapet coping caps should be replaced with proper materials that are allowed to expand and contract and move with the building while maintaining watertight conditions. The roof flashings should be restored to the original or new details that don't require the use of sealant coatings. To achieve this, the roof panels and flashings should be removed entirely to remove the elastomeric sealant and new materials should be installed. This would include the installation of a new roof ridge cap.

The next recommendation is to remove the brick wainscot and the existing exterior insulation system down to the raw concrete masonry units and apply a new fluid-applied air barrier membrane with a vapor permeable characteristic to allow for proper ventilation and drying of the CMU and then install a two-inch or thicker exterior insulation system with the proper drainage system and outlets behind the E.I.F.S.

The interior concrete masonry units should be stripped of all the loose paint and repainted with an epoxy type paint for easy cleanability and durability in the wet conditions that are present.

Repairs to all roof vinyl liner and insulation should be made to prevent vapor from being exposed to the cold surfaces of the roof panels. It might be beneficial to go back with a "Simple-Saver" insulation system as well to increase the thermal resistance of the roof while also sealing the roof from water vapor.

Repairs to interior gypsum wallboard walls and ceilings can proceed only when all leaks are dealt with at the roof conditions.

We would recommend that the City of Abilene review these recommendations and request that Schematic Design and Design Development phase drawings and an Opinion of Probable Construction Cost be produced for the scope of work deemed appropriate for the repair or replacements. With the City's approval of the estimate and scope, the Construction Documents can be completed and advertised for bidding to General Contractors. The General Contractor with the lowest responsible bid will be awarded the project and execute a construction contract with the City.

BBN Architects Inc.

Daniel Crouch, AIA

Appendix

Notes from the drawings set:

1. A visible separation of membrane/sealant from itself or adjacent surface.
2. The parapet coping caps are installed in eight sections using mechanical fasteners. There were no visible expansion joints in any of the sections that would allow for movement due to thermal expansion and contraction. The caps are fastened directly to blocking below and not allowed to move. This causes them to tear themselves apart from the blocking below and from each other. Good coping caps are allowed to slide independently from the blocking with hold down clips. The sections of the coping cap also should have some slip joints provided without fasteners, flashed, and seamed together with some sealant, to allow for movement independent from each other.
3. Interior area of water damage to painted surface caused from infiltration of water from either tear in membrane or gaps in parapet cap joints.
4. The insulation liner at the roof between purlins has failed. On the roof, noticeable gaps in the added sealant/membrane up roof from this location were noticed to have been cracked or torn in this location allowing blown rain, sheeting roof water, or even water damming at the ridge to leak back under the roof panels and migrate down to a point where the water stops and pools. The water likely pooled at this location to the point where the vinyl fabric failed under the weight and volume of the water collected in this location. Now vapor barrier is now broken at this location and the humidity from the interior can react with the cold surfaces of the roof on the exterior causing condensation and this to appear to continually leak.
5. This location is above the ceiling in the hallway and water is migrating from the roof to wall flashing on the exterior to below the location on the wall. It is causing damage to the gypsum board including paint bubbles and mold spots.
6. Water damage to painted surface due to sealant issues around exterior air intake louver and ductwork. Was told this was corrected and resealed recently.
7. Sealant/membrane is hard and not flexible to allow movement. With winds and building shifts due to the nature of these types of metal buildings, they will eventually have a failure. Underneath is probably the proper flashing to allow for expansion and contraction and movement. If water infiltrates a crack in the future, it could overflow the top of the flashing in this dammed condition.
8. Visible cracks in sealant around vent. This typically has a roof penetration boot with a flexible rubber membrane with stepped sizing and a ring clamp tightening the boot to the pipe. The bottom of the boot is adhered to the roofing metal.
9. See also note 2. Meeting screws in coping cap that have sheared off due to pressures from thermal expansion and contraction of metal.
10. Along with note 3, it is visible that locations with solid grouted concrete masonry units have some condensation issues. Corners of buildings with concrete masonry units typically have solid grouted walls two to four cells out from the corners. There are also solid grouted cells at 4-foot verticals as well as at expansion joints. The solid grouted cells do not have perlite insulation within them, and this causes thermal conductivity to happen quicker with the thermal lag from the cold exterior to the warm interior where there is high humidity in the water treatment area. The dew point of the wall can fall either on the surface of the wall or just behind the paint layer

of the wall. The trapped vapor within all being sealed with the paint, not vapor permeable, is not allowing this vapor to dry out and will condense into water when the cold temperature hits the vapor, this causes the paint to bubble. Additional water from the leaking parapet caps and flashing from the roof to wall junctures could also allow both water and water vapor to be introduced into the wall.

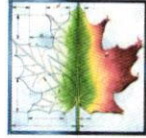
11. The lower sections of wall, notably around the brick wainscot on the exterior, have more paint damage than others due to thermal conductivity and less insulation provided by the E.I.F.S. at the brick location. The brick wainscot likely does not have a proper drainage cavity, is thermally conductive, and the CMU cells with vertically reinforcement have even more thermal conductivity to the interior. The brick potentially does not have proper drainage and weeps at the base of the wall to allow water that enters the wall either through other means or through natural head joints in brick as masonry walls normally do, could be holding water rather than draining water properly. It was mentioned the brick has been sealed with a clear coat, this could potentially trap water vapor and water within the wall.
12. These streaks of water coming from the roof likely occur when flashing from the wall to the parapets where the sealant/membrane is failing and is allowing water, or is damming water, to continue into the interior and down the wall on the interior. This also happens to be occurring right over high voltage electrical gear.
13. The metal roof ridge cap has been plastered with fluid applied membrane that is not flexible and not advised to be used in a condition such as a metal building with more than normal movement. The ridge cap itself will expand and contract with temperature changes and this tears the sealant from the surface. Water can infiltrate the cracks, holes, and can dam up below and overflow any flashing elements that were originally installed to keep water out.

Date of Site Visit: November 1, 2023- 2:30pm to 3:30

Location: Abilene Water Treatment Plant
2200 NW 8th St
Abilene, KS 67410

Attendees: Jay Leusman- Water Treatment Plant Superintendent
Mark Bachamp- Olsson- Civil Engineer
Daniel Crouch- BBN Architects- Architect

Reason: Observe water damage on interior of walls of concrete masonry units and paint.

INTEGRATING NATURE
AND ARCHITECTUREBBN
ARCHITECTS
INC

228 POINTZ AVENUE
MANHATTAN, KANSAS 66502
PH: 785-776-4912
WWW.BBNARCHITECTS.COM

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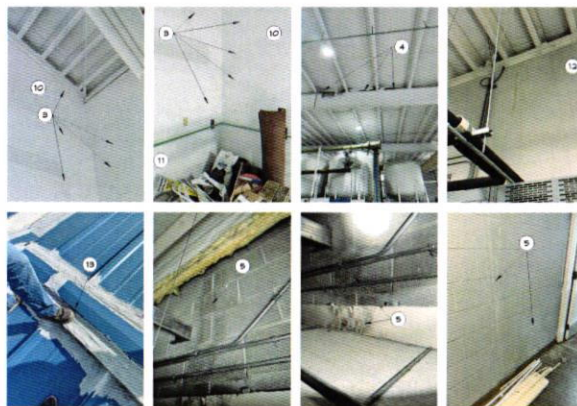
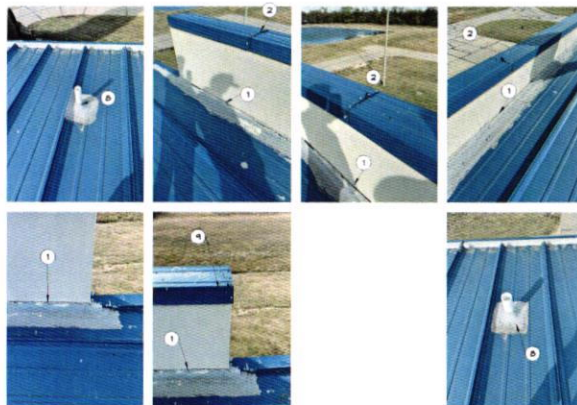
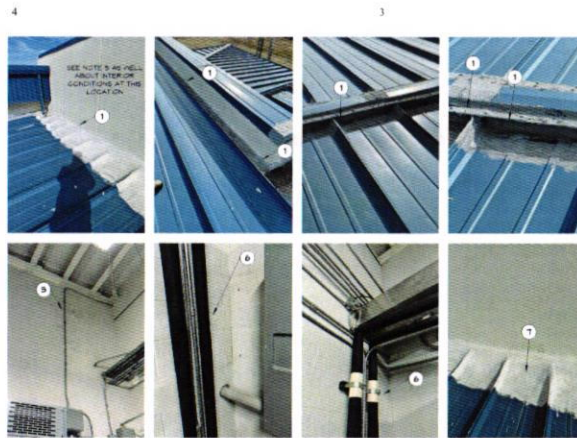
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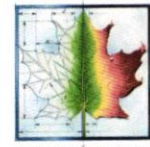
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Of course, the *Journal* is not a journal in the traditional sense of the word. It is not a collection of articles or essays, nor is it a record of events. It is a journal in the sense that it is a record of the thoughts and feelings of a single person, and it is a journal in the sense that it is a record of the thoughts and feelings of a single person.



NOTES	
NOTE	NOTES
CIRCLE	COMMENTS
1	VISIBLE SEPARATION OF MEMBRANE/SEALANT FROM ITSELF OR ADJACENT SURFACE
2	THE PARAPET CORNER CAPS HAVE BEEN INSTALLED IN 2 SECTIONS DUE TO MECHANICAL FACTORS. THERE WERE NO VISIBLE EXPANSION JOINTS IN ANY OF THE SECTIONS THAT WOULD ALLOW FOR MOVEMENT DUE TO THERMAL EXPANSION AND CONTRACTION. THE CAPS ARE FASTENED DIRECTLY TO BRICKWORK BELOW AND NOT ALLOWED TO MOVE. THIS CAUSES THEM TO TEAR THEMSELVES AWAY FROM THE BRICKWORK BELOW AND FROM EACH OTHER. GOOD CORNER CAPS ARE ALLOWED TO SLIDE INDEPENDENTLY FROM THE BRICKWORK WITH HOLD DOWN CLIPS. THE SECTIONS OF THE CORNER CAP ALSO SHOULD HAVE SOME SLIP JOINTS PROVIDED WITHOUT FASTENERS, FLANGED, AND SEALED TOGETHER WITH SOME SEALANT TO ALLOW FOR MOVEMENT INDEPENDENT FROM EACH OTHER.
3	INTERIOR AREA OF WATER DAMAGE TO PAINTED SURFACE CAUSED FROM INFILTRATION OF WATER FROM OTHER TEAR IN MEMBRANE OR GAPS IN PARAPET CAP JOINTS.
4	THE INSULATION LAYER AT THE ROOF BETWEEN PARAPETS HAS FAILED ON THE ROOF. NOTICEABLE GAPS IN THE ADDED SEALANT MEMBRANE OR ROOF FROM THIS LOCATION WERE NOTICED TO HAVE BEEN CRACKED OR OPEN. IN THIS LOCATION ALLOWING BELOW ROOF SHEETING ROOF WATER OR EVEN WATER SHEDDING AT THE ROOF TO LEAK BACK UNDER THE ROOF PANELS AND MIGRATE DOWN TO A POINT WHERE THE WATER STOPS AND POOLS. THE WATER LIKELY POOLED AT THIS LOCATION TO THE POINT WHERE THE JOINTS FAILED AGAIN THE ROOF AND VOLUME OF THE WATER COLLECTED IN THIS LOCATION. NON VAPOR BARRIER IS NOW BROKEN AT THIS LOCATION AND THE HUMIDITY FROM THE INTERIOR CAN REACT WITH THE COLE SURFACES OF THE ROOF ON THE EXTERIOR CAUSING CORROSION AND THIS APPEARS TO CONTINUALLY LESSEN.
5	THIS LOCATION IS ABOVE THE CEILING IN THE HALLWAY AND WATER IS MIGRATING FROM THE ROOF TO WALL. FLASHING ON THE EXTERIOR TO BELOW THE LOCATION ON THE WALL. IT IS CAUSING DAMAGE TO THE EXTERIOR BRICKWORK INCLUDING PAINT BUBBLES AND HOLES APPEAR.
6	WATER DAMAGE TO PAINTED SURFACE DUE TO SEALANT ISSUES AROUND EXTERIOR AIR IN WALL JOINTS AND OUTWORK. THIS TOLD THIS WAS CORRECTED AND RESEALED RECENTLY.
7	SEALANT MEMBRANE IS HARD AND NOT FLEXIBLE TO ALLOW MOVEMENT WITH WINDS AND BUILDING SHIFTS DUE TO THE NATURE OF THESE TYPES OF METAL BUILDINGS. THE WALL EVENTUALLY WILL HAVE A FAILURE UNDERNEATH IT PROBABLY THE PROPER FLASHING TO ALLOW FOR EXPANSION AND CONTRACTION AND MOVEMENT. IF WATER INFILTRATES A DRAIN IN THE FUTURE, IT COULD OVERFLOW THE TOP OF THE FLASHING IN THIS DAMAGED CONDITION.
8	VISIBLE CRACKS IN SEALANT AROUND VENT. THIS TYPICALLY HAS A ROOF PENETRATION ROOF WITH A FLEXIBLE RUBBER MEMBRANE WITH STEPPED SLOPS AND A WIND CLAMP FASTENING THE BOOT TO THE ROOF. THE BOTTOM OF THE BOOT IS ADHERING TO THE ROOFING METAL.
9	SEE ALSO NOTE 2. MEETING SINKING IN CORNER CAP THAT HAVE SEARDED OFF DUE TO PRESSURES FROM THERMAL EXPANSION AND CONTRACTION OF METAL. ALONG WITH NOTE 5. IT IS VISIBLE THAT LOCATION WITH SOLID ANCHORED CONCRETE HANGING UNITS HAVE SOME CONCENTRATION ISSUES. CORNERS OF BUILDINGS WITH CONCRETE HANGING UNITS TYPICALLY HAVE SOLID ANCHORED WALLS AND TO CORNERS UNITS OUT FROM THE CORNERS. THERE ARE ALSO SOLID ANCHORED UNITS AT A ROOF VERTICAL AS WELL AS AT EXPANSION JOINTS. THE SOLID ANCHORED UNITS DO NOT HAVE PERITE INSULATION WITHIN THEM AND THIS CAUSES THERMAL CONDUCTIVITY TO HAPPEN SINKING WITH THE THERMAL AND FROM THE SOLID EXTERIOR TO THE PARTIAL INTERIOR WHERE THERE IS HIGH HUMIDITY IN THE WATER TREATED AREA. THE LOCATION OF THE WALL CAN FALL EITHER ON THE SURFACE OF THE WALL OR JUST INSIDE THE FRONT LAYER OF THE WALL. THE TRAPPED VAPOR WITHIN ALL BEING SEALED WITH THE PAINT. NOT VAPOR PERMEABLE IS NOT ALLOWING THE VAPOR TO DRY OUT AND FULL CONDENSE INTO WATER WITHIN THE COLE TEMPERATURE WITH THE VAPOR. THIS CAUSES THE PAINT TO BUBBLE. ADDITIONAL WATER FROM THE LEAKING PARAPET CAPS AND FLASHING FROM THE ROOF TO WALL. STRUCTURES COULD ALSO ALLOW BOTH WATER AND WATER VAPOR TO BE INTRODUCED INTO THE WALL.
10	THE LOWER SECTIONS OF WALL, NOTABLY AROUND THE BRICK PARAPET OR ON THE EXTERIOR, HAVE MORE PAINT DAMAGE THAN OTHERS DUE TO THERMAL CONDUCTIVITY AND LESS INSULATION PROVIDED BY THE R.F.P. AT THE BRICK LOCATION. THE BRICK PARAPET LIKELY DOES NOT HAVE A PROPER DRAINAGE CAVITY IN THERMALLY CONDUCTIVE, AND THE ONE CRACK WITH VISIBLE REINFORCEMENT HAVE EVEN MORE THERMAL CONDUCTIVITY TO THE INTERIOR. THE BRICK POTENTIALLY DOES NOT HAVE PROPER DRAINAGE AND KEEPS AT THE BASE OF THE WALL TO ALLOW WATER THAT ENTERS THE WALL EITHER THROUGH OTHER HEADS OR THROUGH BRICKS IN BRICKS AS HANGING WALLS NORMALLY DO. COULD BE HOLDING WATER RATHER THAN DRAINING WATER PROPERLY. IT WAS MENTIONED THE BRICK HAS BEEN SEALED WITH A CLEAR COAT. THIS COULD POTENTIALLY TRAP WATER, VAPOR AND WATER WITHIN THE WALL. THESE STREAMS OF WATER COMING FROM THE ROOF LIKELY OCCUR WITH FLASHING FROM THE WALL TO THE PARAPET WHERE THE SEALANT MEMBRANE IS FAILED AND IS ALLOWING WATER OR IS DAMAGED WATER TO CONTINUE INTO THE INTERIOR AND DOWN THE WALL. ON THE INTERIOR, THIS ALSO HAPPENS TO BE OCCASIONAL ROOF OVER ALLOWING CASE ELECTRICAL LEAKS.
11	THE METAL ROOF REUSE CAP HAS BEEN PLASTERED WITH FLUO APPLIED MEMBRANE THAT IS NOT FLEXIBLE AND NOT ADVISED TO BE USED IN A CONDITION SUCH AS A METAL BUILDING WITH MORE THAN NORMAL MOVEMENT. THE REUSE CAP ITSELF WILL EXPAND AND CONTRACT WITH TEMPERATURE CHANGES AND THIS TEARS THE SEALANT FROM THE SURFACE. WATER CAN INFILTRATE THE CRACKS, HOLES, AND GAPS DAM UP BELOW AND OVERFLOW ANY FLASHING ELEMENTS THAT WERE ORIGINALLY INTENDED TO KEEP WATER OUT.



INTEGRATING NATURE
AND ARCHITECTURE

BBN
ARCHITECTS
INC.

228 PONTIAC AVENUE
MANHATTAN, KANSAS 66502
TEL: 785-779-4952
WWW.BBNARCHITECTS.COM

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B

C

REV DESCRIPTION

Project Number

Issue D

Project Name

PROJECT NAME

Project Address

PROJECT ADDRESS

Sheet Title

IMAGES OF

CONDITIONS

Sheet

A101

OR



INTEGRATING NATURE
AND ARCHITECTURE

BBN
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21 December 2023

Ron Marsh
City Manager- Abilene
419 North Broadway Ave.
PO Box 519
Abilene, KS 67410

Re: Proposal for Architecture Services
Abilene Water Treatment Plant Roof Replacement
Abilene, Kansas

Dear Mr. Marsh,

We are pleased to submit this Proposal for Architectural Services for the Abilene Water Treatment Plant Roof Replacement. The outcome of the proposed services will be to design a comprehensive replacement of the existing metal roof on the building located at 2200 NW 8th Street, Abilene, Kansas. The work includes replacement of all associated flashing, ridge cap, gutters, trim, and parapet coping cap. The existing roof is approximately 13,300 square feet in area. The existing parapet coping cap is approximately 195 feet in length. The existing ridge cap is approximately 132 feet in length. The existing gutter length is approximately 322 feet.

These services are being requested based on the Roof and Wall Damage-Observation Report generated by our office that was completed on December 7, 2023. A follow up Teams conference meeting was held on December 19, 2023. From that discussion, we were asked to provide this proposal for only replacing the roof and associated materials.

Basic Services

We anticipate that the Work will proceed through the following phases of Basic Services:

- **Design Phase**
BBN will conduct a second on-site investigation of the conditions and compare those with the intended design of the original design. BBN will create base drawings of the existing conditions using building information modeling systems. BBN will research material options and assembly techniques for the new roofing system. BBN will explore system costs and options and generate an Opinion of Probable Construction Costs. Upon approval of the design and budget, BBN will advance to the Construction Document Phase.

- **Construction Document Phase**
In the Construction Documents Phase, the work of the previous phase will be coordinated into Contract Drawings and a Project Manual to include construction specifications and contractor requirements. The Drawings will be produced using parametric design software.
- **Bidding Phase**
We will assist the Owner in advertising the project for bidding to qualified roofing contractors. We will be available to answer questions from contractors. We will assist in reviewing the bids and help you decide on the lowest qualified bid. We will follow the City's bidding process that is normally utilized.
- **Construction Phase**
BBN will provide Construction Administration Services to include coordination of construction contracts, review of product submittals, responding to contractor's inquiries, interpretation of the documents, review of contractor's applications for payment, and periodic observation of the Work to determine adherence to the documents and design intent.

BBN does not foresee the need for additional consultants for this work. If a unforeseen condition arises, we will negotiate that fee as an additional service.

Compensation

We propose to provide the described Architectural Services for a lump sum fee of Twenty-five Thousand Dollars (\$25,000.00), to be invoiced monthly based on the percentage of the Work completed.

Reimbursable expenses: Services not included in the Basic Services outlined above, and that are typically anticipated as part of the delivery of the project, are considered reimbursable expenses. Services requiring reimbursable expenses will only be performed upon prior approval by the Owner. Any reimbursable expenses authorized by you will be billed to you at our cost plus ten percent.

Schedule

Our suggested schedule for the project is as follows:

January 2024- Second On-Site Investigation, Base Drawings, research systems, Opinion of Probable Construction Cost.

February 2024- Work on Contract Documents and Project Manual with 50% CD review documents provided at mid-February, and 100% completion of documentation at end of February.

March 2024- One week for document distribution for bidding, two weeks for bidding to qualified roofing contractors.

March 2024- Fourth week, approve/award contract for construction.

April-June 2024- Construction

If this proposal is acceptable to you, please sign where indicated below and return a copy to our office. We will then prepare an American Institute of Architects Standard Form of Agreement for your review and approval. We appreciate the opportunity to submit this proposal and look forward to working with the you on this important project.

Sincerely,
BBN ARCHITECTS INC.

Ron Marsh- City Manager



Daniel L. Crouch, AIA

Sign

Date

Cc: Jay Leusman- jay@abilenecityhall.com
Brenden Alvarez- brenden@abilenecityhall.com
Brad Anderson- brad@abilenecityhall.com
Mark Bachamp <mbachamp@olsson.com>



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

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, January 8, 2024

Session: Study Session

Topic: Developers Agreement, Lot Purchase Agreement and License Agreement for Golden Belt West Multifamily LLC

Department: Community Development

Staff Contact: City Manager/Community Development Director

Background:

Attached are the developers agreement, lot purchase agreement and license agreement for the Golden Belt West Multifamily LLC project first introduced to the Governing Body last year.

Golden Belt Heights West has been replatted and the variances required for the project to meet Abilene Zoning regulations have been approved by the Board of Zoning Appeals.

Once the attached documents are approved the developer can pull permits and begin construction.

Recommendation:

Approve the agreements with Golden Belt West Multifamily LLC

Fiscal Note:

NA

Funding Source:

NA

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into this ____ day of January, 2024, by and between the City of Abilene, Kansas (the "City") and Golden Belt West Multifamily, LLC, a Kansas limited liability company ("Licensee").

Recitals

A. Licensee intends to develop and construct a multi-family apartment complex within the Golden Belt Heights West subdivision in Abilene, Kansas, on the property bordered by NW 17th Street on the south, and Lawrence Drive on the east, and legally described as follows (the "Property"):

Lot 1, Block 3, Golden Belt Heights West, in the City of Abilene, Kansas (hereinafter "the Property")

B. The City is the owner of certain public right-of-way for NW 17th Street and Lawrence Drive adjacent to and abutting the south and east boundaries of the Property, respectively (the "Right-of-Way").

C. The Licensee desires to construct parking stalls located in the Right-of-Way, for the use and benefit of the Licensee and occupants, visitors, and guests of the apartment complex to be developed on the Property.

D. The Licensee further desires to install a trash enclosure in the Right-of-Way, for purposes of concealing the trash receptacles servicing the Property.

E. The City has found it to be in the public interest to grant a license to the Licensee to allow the construction and maintenance of parking stalls and a trash enclosure in a portion of the Right-of-Way, subject to the terms and conditions of this Agreement.

THE PARTIES THEREFORE AGREE:

1. **Grant.** The City hereby grants a license (the "License") to the Licensee to install and maintain the parking stalls and the trash enclosure within the portions of the Right-of-Way as shown on the site plan attached hereto as Exhibit A (collectively, the "Licensed Area"), for the use and benefit of Licensee, and occupants, visitors, and guests of the apartment complex to be developed on the Property.

2. Installation; Maintenance; Alterations; Enforcement.

A. The Licensee shall be responsible, at its sole cost and expense, for:

- (1) installing, constructing, equipping, repairing, and maintaining the concrete pavement and trash receptacles in the Licensed Area in a good and safe condition and in accordance with generally accepted standards;

- (2) painting all lines for the parking stalls in the Licensed Area; and
- (3) removing snow, trash, and rubbish in the Licensed Area.

B. Except in connection with the performance of its obligations under Section 2.A above, the Licensee shall not make any alterations, additions, or improvements on or to the Licensed Area without the prior written consent of the City by an amendment to this Agreement.

C. In the use of the Licensed Area under this Agreement, the Licensee shall be subject to all laws, rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City and any other governmental bodies now or hereafter having jurisdiction, which are applicable to the use and occupancy of the public right-of-way. Without limiting the foregoing, the Licensee shall comply with all laws and requirements of the City relating to permits and fees, sidewalk and pavement cuts or excavations, utility location, construction coordination, and other requirements on the use of the public right-of-way.

D. The Licensee acknowledges and agrees that the City, and its duly authorized representatives and agents, shall have the right to enter the Licensed Area, without notice, to inspect or ensure compliance with this Agreement. The right of access granted by this section shall be in addition to the City's rights to access the Licensed Area in the exercise of its proper authority to regulate and provide for the public health, safety, and welfare.

E. The Licensee shall be solely responsible for monitoring compliance with, and the enforcement of, any private rules, regulations, or restrictions established by the Licensee for the parking stalls within the Licensed Area. Any private rules, regulations, or restrictions established by the Licensee shall not be deemed a part of the Abilene Code or otherwise enforceable by the City. The Licensee shall not place or allow any signs or advertisements to be displayed in the Licensed Area other than identification and instructional signs related to the parking spaces, the form and content of which shall be subject to the City Manager's prior written approval.

3. Access for Utility Work; Repairs.

A. The Licensee acknowledges and agrees that the City, and its authorized franchisees, or any other public utility company lawfully maintaining facilities in the public right-of-way, shall be allowed to access, locate, construct, install, excavate, repair, or maintain any public utility facilities in the Licensed Area. The City shall not be responsible for repairing any damages to the Licensee's property, including concrete, arising from work performed by the City, any franchised utility, or any other public utility company pursuant to this section. In addition, the Licensee shall be solely responsible for repairing any such damages arising from work performed by any of the City's authorized franchisees or any other public utility company lawfully maintaining facilities in the public right-of-way, except to the extent that the applicable franchise agreement, right-of-way use agreement, and/or applicable law impose liability, in whole or in part, upon the franchisee or public utility company.

B. Upon notice from the City or any of its franchisees, the Licensee agrees to promptly remove, or caused to be removed, any vehicles within the Licensed Area, if such removal

is deemed necessary by the City or its franchisees in order to access, install, or repair any public utilities within the Right-of-Way. In the event of an emergency, the City or any of its affected franchisees shall by any means possible notify the Licensee and those persons known to be responsible for vehicles within the Licensed Area of the need to immediately remove the vehicles. If the Licensee fails to remove any vehicles as required hereunder, the City shall have the right to tow such vehicle(s) at the Licensee's sole cost and expense.

4. Indemnification. The Licensee shall defend, indemnify, and hold harmless the City, its agents, representatives, officers, officials, and employees from and against any and all claims, damages, losses, judgments and expenses (including but not limited to attorney fees and court costs) that may arise from or in any way relate to this Agreement or the Licensee's use of the Licensed Area.

5. No Warranty or Representation. By granting this License the City does not warrant title to or the right to possess and occupy the Right-of-Way. In the event that it is determined that the City is not entitled to possess and utilize the Right-of-Way, this Agreement shall terminate and the Licensee shall quit and surrender its use of the Licensed Area in compliance with this Agreement. The Licensee agrees that the City has made no representations with respect to the Licensed Area or its condition, and that the Licensee is not relying on any representations of the City or its agents with respect to the Licensed Area or its condition. This Agreement grants the Licensee a License to use the Licensed Area in its present condition, "as is," without any warranties, representations, or assurances from the City.

6. Term. The License shall commence upon execution of this Agreement, and shall continue until the earlier of:

A. Discontinuation of the Licensee's use of the Licensed Area at the locations depicted in the attached Exhibit A;

B. Termination by the City based upon the failure of the Licensee to comply with any term, condition, or covenant of this Agreement after thirty (30) days' written notice from the City to the Licensee of the specific failure to comply; or

C. Written notification to the Licensee by the City that the public interest is best served by the use of the Right-of-Way in a manner in conflict with the License, and that the License shall terminate no less than twenty-four (24) months following such notice.

7. Responsibilities upon Termination. Upon termination pursuant to Section 6 above, the Licensee shall restore the Licensed Area to as good a condition as existed prior to the License. If the Licensee fails to restore the Licensed Area within thirty (30) days after notice from the City to do so, the City shall have the right to cause the necessary work to be performed and charge the cost of the work against the Licensee and/or assess the costs as a special assessment against the Property.

8. **Amendments.** Neither this Agreement nor any of its terms may be changed or modified, or waived except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, modification, or waiver is sought. Any such amendment may be recorded and indexed to the Property in the records of the Dickinson County Register of Deeds.

9. **Notices.** All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, commercial courier or overnight air courier service. Notice shall be considered given when received on the date appearing on the return receipt, but if the receipt is not returned within five (5) days, then three (3) days after mailed, if sent by registered or certified mail or commercial courier service; or the next business day, if sent by overnight air courier service. Notices shall be addressed as appears below for each party, provided that if any party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

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

Licensee: Golden Belt West Multifamily, LLC
c/o Charles H. Busch, President
P.O. Box 1088
Manhattan, KS 66505

10. **No Waiver.** No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

11. **Invalidity in Part.** If any clause, sentence, or paragraph of this Agreement shall be held to be invalid, it shall not affect the validity of the remaining provisions of this Agreement.

12. **Applicable Law; Venue.** This Agreement and its validity, construction and performance shall be governed by the laws of Kansas. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be in the Dickinson County, Kansas District Court.

13. **Assignment of License.** The assignment of any rights under this Agreement by the Licensee shall be subject to the prior written consent of the City.

14. **Authority and Consent to Transaction.** Each party represents to the other that the person executing this Agreement has full and legal authority to bind such party to the terms of

this Agreement, and that the execution and delivery of this Agreement have been duly and validly authorized by the governing body of each party.

15. Binding Effect. The City and the Licensee agree that this Agreement shall be recorded with the Office of the Dickinson County Register of Deeds and shall be indexed to the Property. This License shall “run with the land” in relation to the Property and shall be binding upon and inure to the benefit of the Licensee, its authorized or permitted successors and assigns, and any subsequent owners of all or any portion of the Property.

Executed the day and year first above written.

CITY OF ABILENE, KANSAS

By: _____,
_____, Mayor

ATTEST:

Shayla L. Mohr, CMC, City Clerk

GOLDEN BELT WEST MULTIFAMILY, LLC

By: _____
Charles H. Busch
Title: _____

ACKNOWLEDGEMENTS

STATE OF KANSAS, COUNTY OF DICKINSON, ss:

This instrument was acknowledged before me on January ____, 2024, by _____, Mayor of the City of Abilene, Kansas, and Shayla L. Mohr, CMC, City Clerk for the City of Abilene, Kansas.

Notary Public
Printed Name: _____

STATE OF KANSAS, COUNTY OF _____, ss:

This instrument was acknowledged before me on January ____, 2024, _____ by Charles H. Busch, as _____, a Kansas limited liability company.

Notary Public
Printed Name: _____

EXHIBIT A
SITE PLAN

{ See attached }

DEVELOPMENT AGREEMENT

This Development Agreement (hereinafter “Agreement”), entered into this 8th day of January, 2024, by and between the City of Abilene, Kansas, a municipal corporation (“City”), and Golden Belt West Multifamily, LLC, a Kansas limited liability company (“Developer”).

RECITALS

A. City and Developer (hereinafter “Parties”) desire to memorialize their intent with respect to their obligations and responsibilities for the construction of a multi-family apartment complex development within the Golden Belt Heights West subdivision in Abilene, Kansas (“the Development”);

B. Developer owns or will own the real property located within the boundaries of City and described as Lot 1, Block 3, of Golden Belt Heights West, in the City of Abilene, Kansas (hereinafter “the Property”);

C. Developer desires to develop the Property by construction of a 12-unit multifamily apartment complex, all as more fully described herein;

D. City has determined that the construction of the Development will foster the economic development of City and surrounding area of Dickinson County, Kansas; and,

E. The Parties hereto are authorized to enter into this Agreement and to complete the responsibilities set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. As used in this Agreement, the following words and terms shall have the meaning set forth below:

Affiliate Entity means any entity wholly-owned or controlled by either Developer or its principals, or any entity which owns or controls Developer or its principals, or any entity under common control of or by Developer or its principals, or under common control by the shareholders or principals of the same.

Agreement means this Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.

| *City* means the City of Abilene, Kansas.

Concept Site Plan means the site development plan prepared by a licensed professional engineer, or firm thereof, acceptable to City, attached as Exhibit A hereto and incorporated herein by reference, depicting the conceptual program for construction of the Development Project.

Construction Plans means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections.

Development Project means the design, engineering, constructing, furnishing, and equipping of a 12-unit multifamily apartment complex, surface parking, sidewalks, landscaping, site development, surface remediation and reclamation and associated infrastructure on the Property, in accordance with the Concept Site Plan.

| *Developer Eligible Costs* means an amount equal to 75% of the total Project Costs incurred and paid by Developer, which shall be reimbursable to the Developer pursuant to the provisions of this Agreement.

Developer's Share of RHID Funds means an amount equal to 50% of the RHID Funds.

Material Change shall mean any change in the Concept Site Plan that significantly affects the nature of the Development Project, the number of units, or increases/decreases the cost of the Development Project by twenty-five thousand dollars (\$25,000.00) or more for each change.

Project Costs means all costs associated with the acquisition and completion of the Development Project.

Property means the real property on which the Development Project will be located.

RHID Funds means those amounts paid from the Dickinson County Treasurer to the City pursuant to K.S.A. 12-5250(b)(2)(A) as a result of the Development Project, but only to the extent such amounts are attributable to the Property and actually received by the City.

Rural Housing Incentive District means a rural housing incentive district created by the City for the Development pursuant to the Kansas Rural Housing Incentive District Act.

Substantial Completion means the stage in the progress of the Work when the Work or designated portions thereof is sufficiently complete in accordance with the Construction Plans, excepting all punch list items so that Developer can occupy or utilize the Work for its intended purpose.

Work means all work necessary to prepare the Property and to construct the Development Project, including; (1) construction, reconstruction and/or relocation of utilities; (2) construction of the multi-family apartment complex, including surface parking facilities, and screening and site landscaping on the Property, as described in the Concept Site Plan; and (3) all other Work described

in the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

ARTICLE II CONSTRUCTION OF THE PROJECT

2.1 Development Project; Construction Schedule. Developer shall commence construction of the Development Project on the Property not more than ~~sixty (60)~~ninety (90) days after the Effective Date of this Agreement. Developer will diligently pursue Substantial Completion of the Development Project. Developer shall construct the Development Project in a good and workmanlike manner in accordance with the terms of this Agreement and as set forth in the Construction Plans.

2.2 Concept Site Plan. Developer shall promptly notify City in writing of any Material Changes to the Concept Site Plan at least fifteen (15) days prior to the implementation of any such Material Change, including a description of the Material Change and reasons ~~therefor~~therefor. During the progress of the Work, Developer may make changes to the Concept Site Plan or any aspect thereof as site conditions or other issues of feasibility may dictate or as may be necessary or desirable in the sole determination of Developer to enhance the economic viability of the Development Project; provided, however, that Developer may not make Material Changes to the Concept Site Plan without the advance written consent of City.

2.3 Construction Permits and Approvals. ~~Before~~Except as stated herein, before commencement of construction or development of any buildings, structures or other work or improvements, Developer shall secure, or has secured, any and all permits and approvals which may be required by City and any other governmental agency having jurisdiction as to such construction, development or work. Such permits and approvals may be obtained by Developer in phases corresponding to particular stages of construction. City shall cooperate with and provide all usual assistance to Developer in securing these permits and approvals, and shall promptly and diligently process, review and consider all such permits and approvals as may be required by law; except provided that City shall not be required to issue any such permits or approvals for any portion of the Project not in substantial conformance with this Agreement. City shall waive all permit fees and utility tap fees required by City in relation to the construction of the Development and all Future Projects.

2.4 Additional Amenities and Project Features.

(a) Wayfinding Signage. City agrees to allow Developer to install one or more wayfinding signs for the Project in the City's public right-of-way. The form and location of such sign(s) shall be subject to prior approval by City and mutually agreed upon by the parties. Developer agrees to purchase, install, and maintain such approved sign(s) at Developer's sole cost and expense.

(b) Lighting. Developer may install additional lighting within the public right-of-way abutting the Property, at Developer's sole cost and expense, subject to applicable permits or approvals required by City, provided that City shall waive all applicable permit fees therefor.

(c) Mailboxes. City agrees to purchase, install, and maintain all mailboxes for the dwelling units in the Project, at City's sole cost and expense.

(d) Road Maintenance. City shall maintain all existing ~~streetlights, sidewalks, and city roads~~ located in the blocks surrounding the Development, including but not limited to Northwest 17th Street and all roads providing access to the Development, in accordance with the same standards that it maintains other city roads in the city of Abilene, Kansas. ~~Such maintenance shall include but not be limited to changing streetlight bulbs, road snow removal, repainting traffic lines, and removing debris.~~ Developer is responsible for maintenance and snow removal of the parking surface located in the Development and the curbs abutting the Property.

(e) Sewer; Water Services. Prior to completion of the Work by Developer, City shall complete the removal and capping of existing sewer stubs. City shall construct, put into service, and maintain all water services provided to the Property, including but not limited to extension of water, fire, and sewer lines from the South side of Northwest 17th Street to the North side, at City's sole cost and expense.

(f) Detention Pond. City shall, at City's sole cost and expense, expand the existing detention pond as necessary for the Development as determined in Developer's sole discretion.

(e)

2.5 No Waiver. Nothing in this Agreement shall constitute a waiver of City's right to consider and approve or deny Governmental Approvals pursuant to City's regulatory authority as provided by City building code and applicable law. Developer acknowledges that satisfaction of certain conditions contained in this Agreement require the reasonable exercise of the City's discretionary zoning authority by City's Planning Commission and Governing Body in accordance with City's zoning, the City Building Code and applicable State law.

2.6 Certificates of Substantial Completion and Expenditures. Promptly after Substantial Completion of the Work or a phase thereof in accordance with the provisions of this Agreement, Developer will furnish to City a Certificate of Substantial Completion and Expenditures, in a form provided by City, which shall (1) certify Developer's satisfaction of Developer's agreements and covenants to complete the Work, or a phase thereof, and (2) verify the amount of Developer Eligible Costs for which reimbursement is sought, and that such costs were actually incurred by Developer for purposes of completing the Work. City shall, within thirty (30) days following delivery of a Certificate of Substantial Completion and Expenditures, carry out such inspections as it deems necessary to verify reasonable satisfaction with, and the accuracy of, the certifications contained in each Certificate of Substantial Completion. The City reserves the right to require that the Certificate of Substantial Completion and Expenditures be accompanied by such bills, contracts, invoices, lien waivers, and other documentation as the City shall reasonably require for purposes of reviewing and approving the Certificate, and also reserves the right to have its agents or employees inspect all work and records for which the Certificate is submitted. Each Certificate of Substantial Completion and Expenditures shall be deemed accepted by City unless, prior to the end of such thirty (30) day period after delivery to City of each Certificate, City furnishes Developer with specific written objections, describing such objections or deficiencies and the measures required to correct such objections or deficiencies in reasonable

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detail. City's execution of the Certificate of Substantial Completion and Expenditures will constitute evidence of the satisfaction of the Developer's agreements and covenants to construct the Development Project.

2.7 Potential Expansion of Development Project. The parties acknowledge and agree that City has separately granted Developer an option to purchase additional lots within the Development for purposes of enabling Developer's future development of additional multi-family apartment complexes within the Development that are substantially similar to the Development Project that Developer is agreeing to construct on the Property pursuant to this Agreement ("Future Projects"). If Developer exercises its option to purchase additional lots within the Development for purposes of constructing one or more Future Projects, and provided that Developer is not in default under this Agreement, such additional lot(s) and Future Projects shall be made subject to this Agreement and the definitions of "Property" and "Developer's Project" shall be amended and supplemented to include such additional lots and the Future Projects. The Parties shall have the same rights and obligations with respect to such additional lot(s) and Future Projects, including but not limited to Developer's right to receive reimbursement for Developer's Share of RHID attributable to such additional lot(s) and Future Projects, in the same manner and to the same extent as Developer is entitled to receive reimbursement for Developer's Share of RHID pursuant to this Agreement. If Developer exercises its option to purchase additional lots within the Development for purposes of constructing one or more Future Projects pursuant to this Section, the Parties shall execute an addendum to this Agreement to make such additional lots and Future Projects expressly subject to the terms and conditions of this Agreement, and to establish and agree upon the Concept Site Plan for each Future Project.

ARTICLE III FINANCING OBLIGATIONS

3.1 Financing of Development Project. All costs of the Development Project will be paid in cash or financed by the Developer.

3.2 Pay-as-you-go Reimbursement. Following City's approval of the Certificate of Substantial Completion and Expenditures, City shall disburse to Developer the Developer's Share of RHID Funds within thirty (30) days of City's receipt of the RHID Funds from the Dickinson County Treasurer, to reimburse Developer for the Developer Eligible Costs, if and to the extent that: (i) the term of the Rural Housing Incentive District has not yet expired, or the Rural Housing Incentive District has not been terminated or dissolved in accordance with applicable law (except that RHID Funds produced prior to expiration of the term of the Rural Housing Incentive District may be reimbursed to Developer regardless of whether such term has expired), (ii) the previous reimbursements to Developer under this Agreement, in the aggregate, do not exceed the amount of the Developer Eligible Costs, (iii) the RHID Funds have actually been paid to, and received by, City from the Dickinson County Treasurer, and (iv) Developer is not in material default under this Agreement and/or this Agreement has not been terminated. City will have no liability and/or responsibility to Developer for any payment greater than available RHID Funds that are actually received from the Dickinson County Treasurer pursuant to the provisions of K.S.A. 12-5250(b)(2)(A) as a result of the creation of the Rural Housing Incentive District.

3.3 Developer's Payment of Taxes. Developer represents and warrants to City that Developer will pay or cause to be paid, at the times prescribed by State law, all *ad valorem* property taxes and special assessments, if any, properly levied against the Project and the Property owned by Developer. Nothing in this Section shall in any way limit Developer's right to protest property taxes levied against the Project or the Property and to delay payment of such taxes until the dispute reaches a resolution.

3.4 Additional Incentives. The parties acknowledge and agree that, if this Agreement has not been terminated prior to the expiration of the Rural Housing Incentive District, then City will consider a request by Developer for additional tax abatement incentives for the Project, subject to the discretion of City's governing body and applicable law.

ARTICLE IV GENERAL PROVISIONS

4.1 City's Right to Terminate. In addition to all other rights of termination as provided herein, City may terminate this Agreement at any time if Developer materially defaults in or materially breaches any material provision of this Agreement and fails to cure or begin action to cure such default or breach within thirty (30) days after receipt of written notice from City of such default or breach.

4.2 Developer's Right to Terminate. In addition to all other rights of termination as provided herein, Developer may terminate this Agreement at any time if City defaults in or breaches any material provision of this Agreement -and falls/fails to cure such default or breach within thirty (30) days after receipt of written notice from Developer of such default or breach.

4.3 Binding Effect; Assignment. This Agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns. Developer may at any time, with prior written notice to the City but without the need for approval from City: (a) assign, transfer and convey all or substantially all of Developer's rights and duties under this Agreement to an Affiliate Entity; (b) make a collateral assignment of its rights under this Agreement to a single financial institution as security for a financing of the Development Project; and/or (c) sell, transfer and convey all or any portion of the Development Project, and the underlying real property, comprising the Development Project to an Affiliate Entity. Prior to the delivery and acceptance by City of a Certificate of Substantial Completion for the Project, Developer may, with prior written notice to City and written approval of the City Manager, which approval shall not be unreasonably withheld: (i) assign, transfer and convey all or substantially all of Developer's rights and duties under this Agreement with respect to the Development Project to a third party; and/or (ii) sell, transfer and convey all or any portion of the Development Project, and the underlying real property, comprising the Development Project. After the delivery and acceptance by City of a Certificate of Substantial Completion for the Development Project, the Developer may, with prior written notice to City but without the need for approval of the City: (x) assign, transfer and convey all or substantially all of

Developer's rights and duties under this Agreement to a third party; and/or (y) sell, transfer and convey all or any portion of the Development Project, and the underlying real property. Any decision to consent or refuse consent to an assignment pursuant to this Section requiring City consent will be solely at the discretion of the City Manager or the Governing Body, as the case may be. Nothing herein will be construed to delegate rights or responsibilities of City under this Agreement, including without limitation the determination of eligible project costs for reimbursement. Any assignment of Developer's rights under this Agreement may include the right to reimbursement. Notwithstanding the foregoing or anything in this Agreement to the contrary, there shall be no restriction on, and City approval shall not be required for: (1) the leasing of the Development Project (or any portion thereof) to tenants, or (2) the forming by Developer of additional development or ownership entities to replace or joint venture with Developer for the purpose of business and/or income tax planning.

4.4 Remedies. Except as otherwise provided in this Agreement and subject to Developer's and City's respective rights of termination, in the event of any breach of any term or condition of this Agreement by either Party, or any successor, the breaching Party (or successor) shall, upon written notice from the other Party specifying such claimed breach, proceed immediately to cure or remedy such breach, and, shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default. If the breach shall not be cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and there upon may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party and/or withholding funds. For purposes of this Section, no Party may be deemed in default of this Agreement unless and until it has received notice of any claimed breach and has been given an opportunity to cure the same.

4.5 Notices. Any notice, demand or other communication required by this Agreement to be given by either Party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United State first class mail, postage prepaid, or delivered personally,

To Developer: Golden Belt West Multifamily, LLC
c/o Charles H. Busch, [President/Co-Manager](#)
P.O. Box 1088
Manhattan, KS 66505

With a copy to: [Arthur-Green, LLP](#)
[Attn: William J. Bahr](#)
[801 Poyntz Avenue](#)
[Manhattan, KS 66502](#)

To City: City of Abilene, Kansas
c/o City Manager
P.O. Box 519
Abilene, KS 67410

Or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in [this](#) Section.

4.6 Conflict of Interest. No member of the Governing Body or any branch of City's government who has any power of review or approval of any of Developer's undertakings, or of City's contracting for goods or services for the Development, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interests shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Governing Body the nature of such interest and seek a determination by the Governing Body with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed. City represents to Developer that no such conflicts of interest exist as of the date hereof.

4.7 Inspection. Developer shall allow City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as City determines is reasonable and necessary to verify Developer's compliance with the terms of this Agreement.

4.8 Choice of Law. This Agreement shall be deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Kansas for all purposes and intents.

4.9 Entire Agreement; Amendment. The Parties agree that this Agreement and the Development Plan constitute the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the Parties.

4.10 Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instruments.

4.11 Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

4.12 Release and Indemnification. The indemnifications and covenants contained in this Section shall survive termination or expiration of this Agreement.

4.12.1 Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable to Developer for damages or otherwise in the event that any ordinance, order or resolution adopted in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either City is prevented from performing any of the covenants and agreements herein or Developer is prevented from enjoying the rights and privileges hereof.

4.12.2 Developer releases from, agrees to indemnify and hold harmless City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable for, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property or construction of the Work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorney's fees, except for those matters rising out of the willful and/or wanton negligence of City and its governing body members, officers, agents, servants, and employees.

4.12.3 City and its Governing Body members, officers, agents, servants and employees shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Property or the Work except for matters arising out of the willful and/or wanton negligence of City and its Governing Body members, officers, agents, servants and employees.

4.12.4 All covenants, stipulations, promises, agreements and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any of its Governing Body members, officers, agents, servants or employees in their individual capacities.

4.12.5 No official, employee or representative of City shall be personally liable to Developer in the event of a default or breach by any Party to this Agreement.

4.12.6 Developer releases from and covenants and agrees the City, its Governing Body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify and hold City, its Governing Body, members, officers, employees, agents and independent contractors harmless from and against any and all suits, interest, claims and cost of attorney fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the Development Project or its approval, (2) the construction of the Work, (3) the negligence or willful misconduct of Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Work, (4) the compliance by Developer with all applicable state, federal and local environmental laws, regulations, ordinances and orders, (5) underground storage tanks located on or about the Property, (6) friable asbestos or asbestos-containing materials at, on, or in the Property, (7) the operation of all or any part of the Property, or the condition of the Property, including, without limitation, any environmental cost or liability, or (8) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Developer or its agents in connection with or leading to the Development Project or the Property; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the willful and/or wanton negligence of City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by City following termination of this Agreement as Development Project or portion thereof.

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0", Tab stops: 0.61", Left + 1.1", Left

ARTICLE V
REPRESENTATIONS OF THE PARTIES

5.1 Representations of City. City hereby represents and warrants that to the best of its collective knowledge and belief it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of the Agreement, and all of the foregoing have been or will be, duly and validly authorized and approved by all necessary city proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms.

5.2 Representations of Developer. Developer hereby represents and warrants it has full corporate power to execute and Deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms.

{Signature page follows}

IN WITNESS WHEREOF, City and Developer have caused this Agreement to be executed in their respective names and City has caused its seal to be affixed thereto, and attested as to the date first above written.

“CITY”

City of Abilene, Kansas

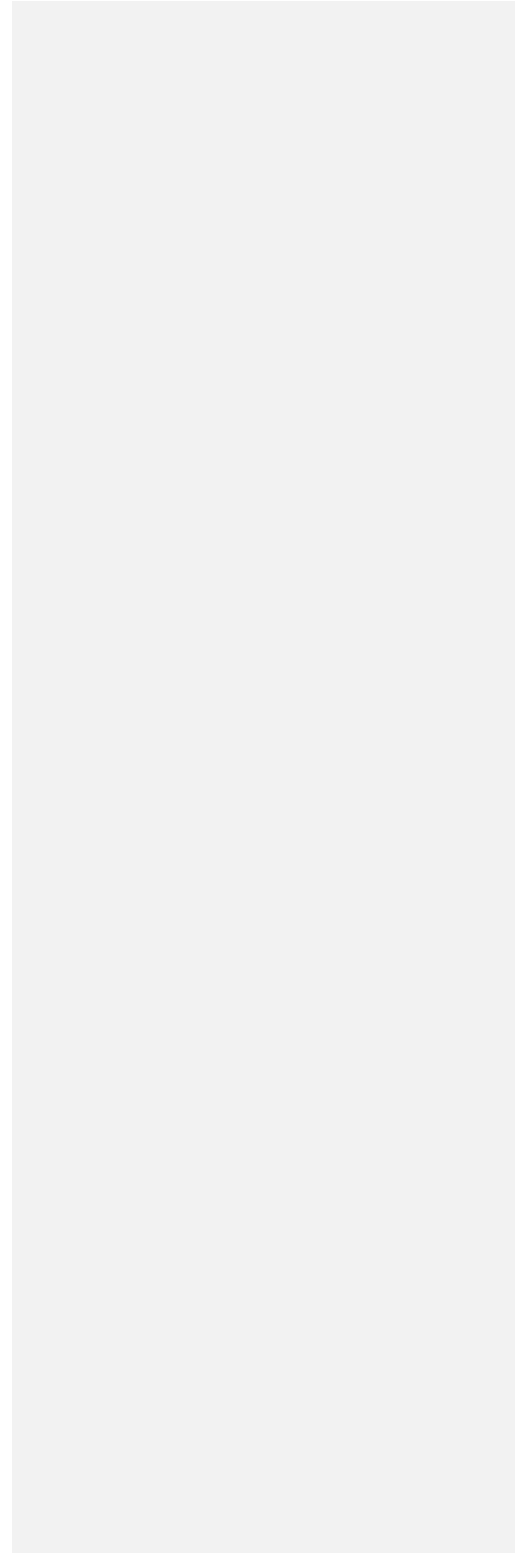
By: _____
Trevor D. Witt, Mayor

“DEVELOPER”

Golden Belt West Multifamily, LLC

By: _____
Charles H. Busch, [Co-Manager](#)
~~Title:~~ _____

EXHIBIT A
CONCEPT SITE PLAN



LOT PURCHASE AGREEMENT

This Lot Purchase Agreement ("Agreement") is made and entered into this 8th day of January, 2024 ("Effective Date"), by and between the City of Abilene Land Bank ("Seller"), and Golden Belt West Multifamily, LLC ("Buyer").

WHEREAS, Seller is the owner of certain lots within the Golden Belt Heights West subdivision, in the city of Abilene, Kansas ("Subdivision");

WHEREAS, Seller and the City of Abilene, Kansas wish to incentivize private development in the Subdivision;

WHEREAS, Buyer desires to acquire a lot and build a 12-unit multi-family apartment complex in the Subdivision ("Apartment Complex"), subject to the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, and in consideration of the covenants contained herein the parties agree as follows:

1. PROPERTY TO BE SOLD: Seller does hereby agree to sell and convey to Buyer by a good and sufficient Special Warranty Deed the following described real estate, situated in Dickinson County, Kansas, to-wit:

Lot 1, Block 3, of Golden Belt Heights West, in the City of Abilene, Kansas

2. PRICE: The consideration of the transfer is Buyer's payment to Seller the sum of \$15,000.00, and the compliance by the Buyer with the terms and conditions contained herein; ~~provided, however, that the sum of \$7,500.00 will.~~ Said purchase price shall be paid at closing in cash or certified funds. A portion of the purchase price equal to the sum of \$7,500.00 shall be held in escrow and shall be refunded to Buyer, without interest, when a certificate of occupancy has been issued for the Apartment Complex to be constructed, ~~and~~ provided that all other terms have been met by Buyer.

3. TITLE EVIDENCE: Buyer is responsible for procuring any title evidence Buyer desires at Buyer's expense. If the result of Buyer's title search shows any liens, encumbrances, mortgages not to be assumed by Buyer hereunder, restrictions, easements or exceptions which, in the opinion of Buyer and/or Buyer's counsel, create a defect in marketable title to the Real Property, Buyer shall object thereto and notify Seller thereof in writing within ten (10) business days of the date on which Buyer received the results of the title search, and Seller shall thereafter have thirty (30) days from the date of such notice to eliminate such liens, encumbrances, mortgages, restrictions, or exceptions. In the event Seller cannot eliminate such defects, Buyer shall have the option of: (a) waiving its objections and accepting title subject to such liens, encumbrances, mortgages, restrictions, easements and/or exceptions; or (b) terminating this Agreement, whereupon this Agreement shall thereafter be of no further force or effect. The liens, encumbrances, mortgages, restrictions, easements, or exceptions to title shown on Buyer's title search to which Buyer did not object or to which Buyer so consents, are referred to in this Agreement as "Permitted Exceptions."

3. Buyer is responsible for the costs of any action required to satisfy any title requirement.

4. TITLE: Seller is transferring the property to Buyer by Special Warranty Deed which warrants that it is free from any mortgage, lien, taxes, rights of parties in possession and any other encumbrance created by Seller, or occurring during the period that Seller has owned the property, other than the Permitted Exceptions.

5. BUYER'S OBLIGATIONS: Buyer agrees to construct the Apartment Complex in accordance with the requirements of that certain Development Agreement executed by the parties Buyer and the City of Abilene, Kansas, of even date herewith. Buyer's obligations under this Section shall survive the closing.

6. BREACH: In the event Buyer breaches this Agreement, then Seller may elect pursue such remedy, ~~as Seller in its sole discretion deems appropriate and~~ including but not limited to forfeiture of the refundable component of the purchase price, ~~requiring Buyer to transfer title back to Seller, and/or~~ any other remedy available at law or in equity. In the event Seller breaches this Agreement, then Buyer may pursue such remedy available at law or in equity, including specific performance. Any costs and fees, including attorneys' fees, incurred by ~~Seller~~ the non-breaching party in enforcing this Agreement or seeking remedies for breach shall be the responsibility of ~~Buyer, and the breaching party, and, in the event of Buyer's breach,~~ such cost shall be in addition to the forfeiture of any refundable purchase money funds. Any forfeiture of escrowed funds is to reimburse Seller for its damages which are difficult to ascertain and not as a penalty.

7. INCENTIVE REFUND: Upon Buyer complying with all construction requirements and receiving a certificate of occupancy, Seller ~~will refund Buyer the sum of \$7,500~~ shall cause the Escrow Agent named herein to release to Buyer the sum of \$7,500.00 no later than thirty (30) days after Buyer has notified Seller that it has received a certificate of occupancy.

8. REAL ESTATE TAX: Real estate taxes for the year immediately preceding the closing date, and all prior years, are the responsibility of Seller. Real estate taxes for the year of the closing shall be prorated to date of closing.

9. ESCROW AGENT: Security 1st Title, 209 NW 15th Street, Abilene, Kansas 67410 is designated as the escrow agent. Both parties will sign necessary escrow documents and keep the escrow agent reasonably informed.

10. CLOSING AND COSTS: It is understood and agreed between the parties hereto that time is of the essence of this Agreement, and that this transaction shall be closed on or before January 31, 2024, at the office of the Escrow Agent, or at any other location as the parties shall agree. Buyer shall pay for the fee of the Escrow Agent and for the costs of closing including recording the transfer deed and preparation and filing of any other document required to pass good title.

11. POSSESSION - RISK OF LOSS: Except as otherwise provided, possession and risk of loss shall pass to Buyer at the time of closing.

12. EXCLUSIVE OPTION TO PURCHASE ADDITIONAL LOTS: The parties acknowledge and agree that Buyer has expressed an interest in purchasing one or more of the nine additional lots in Block 3 of the Subdivision for purposes of constructing one or more additional multi-family apartment complexes substantially similar to the Apartment Complex that Buyer will construct on the lot being purchased pursuant this Agreement. Seller hereby grants Buyer the exclusive option to purchase any one or more of the remaining nine (9) lots in Block Three of the Subdivision, for the purchase price of \$15,000 for each lot, in accordance with this Section 12, with the sum of \$7,500 to be refunded to Buyer upon the issuance of a certificate of occupancy for the improvements built on such lot(s). Buyer may exercise the option with respect to any lot(s) in Block 3 of the Subdivision, on one or more occasions, by providing written notice of its exercise of the option with respect to any lot(s) prior to the expiration of the option deadline shown below for each lot (each, an "Option Deadline"):

Lot Description	Option Deadline
Lot 2	December 31, 2025
Lot 3	December 31, <u>20262027</u>
Lot 4	December 31, <u>20272029</u>
Lot 5 - 9	December 31, <u>20282031</u>

Within twenty (20) days of furnishing written notice to Seller of Buyer's election to exercise its option with respect to any lot(s) prior to the applicable Option Deadline, Buyer and Seller shall enter into a definitive agreement for the purchase and sale of the subject lot(s), in a form substantially similar to the terms of this Agreement. The parties shall record this Agreement, or a memorandum of this Exclusive Option, against the additional lots in Block 3 of the Subdivision.

13. ~~NONASSIGNABLE~~ASSIGNMENT: This agreement may ~~not~~not be assigned by Buyer upon written notice to Seller without the written approval of Seller, which approval shall not be unreasonably withheld.

14. NOTICES: Any notice required or necessary between the parties shall be in writing and given as follows:

If to the Seller,: c/o City Manager,
P.O. Box 519,
Abilene, Kansas 67410, ~~and~~

If to the Buyer at the address shown under Buyer's signature on this Agreement.:
Golden Belt West Multifamily, LLC
c/o Charles H. Busch
P.O. Box 1088
Manhattan, Kansas 66505

With a copy to: Arthur-Green, LLP

Attn: William J. Bahr
801 Poyntz Avenue
Manhattan, Kansas 66502

14.

15. COUNTERPARTS: This Agreement may be executed in counterparts which when taken together will constitute one instrument. Any copy of this Agreement with the original signatures of all parties appended will constitute an original.

16. BINDING EFFECT: The terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, devisees, legatees, trustees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first written above.

“SELLER”

City of Abilene Land Bank

By: _____
Trevor D. Witt, Mayor

“BUYER”

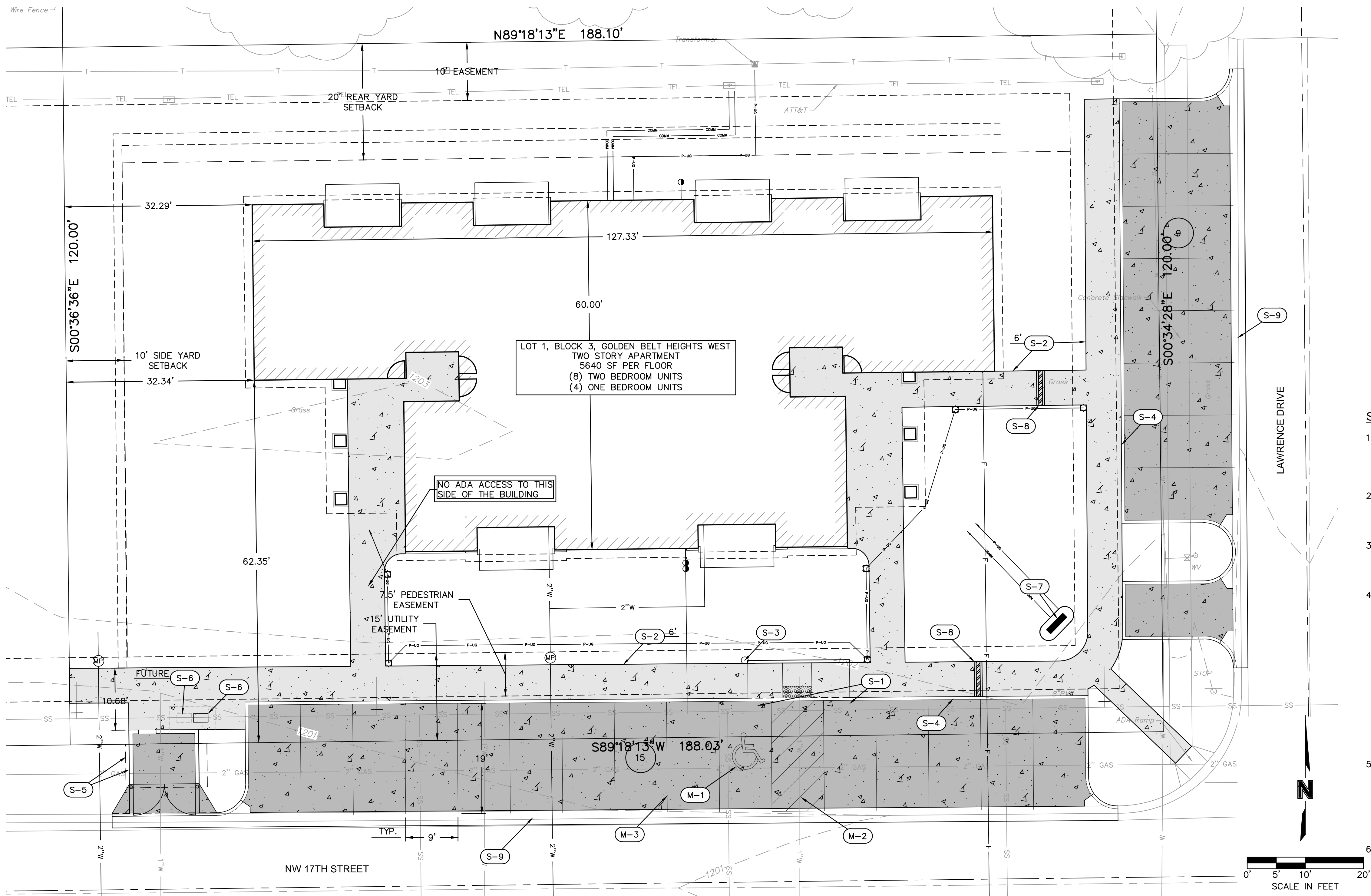
Golden Belt West Multifamily, LLC

By: _____
Charles H. Busch _____
Title: _____
P.O. Box 1088
Manhattan, KS 66505

Exhibit A
Site Plan

, Co-Manager

DWG: F:\2023\04501-05000\023-04620\40-Design\AutoCAD\Final Plans\Sheets\GNCV\C-SIT01_02304620.dwg
DATE: Aug 31, 2023 4:07pm
XREFS: C_PBASE_02304620 V_PFLAT_F2200584 C_PBASE_HATCH_02304620
USER: pparish
V_PFLAT_F2200584
C_PBASE_HATCH_02304620



SITE KEY NOTES

- S-1 INSTALL CONCRETE WHEEL STOP
- S-2 CONCRETE SIDEWALK
- S-3 INSTALL HANDICAP PARKING SIGN
- S-4 INSTALL 6" INTEGRAL CURB
- S-5 INSTALL DUMPSTER ENCLOSURE W/ EASEMENT SEE ARCH.
- S-6 INSTALL MAIL BOX (SURFACE MOUNT)
- S-7 MONUMENT SIGN LOCATION SEE ARCH. COORDINATE ELECTRICAL
- S-8 INSTALL SIDEWALK FLUME
- S-9 INSTALL VALLEY GUTTER CURB

PAVEMENT MARKING LEGEND

- M-1 INSTALL ADA ACCESSIBLE SYMBOL
- M-2 INSTALL 4" STRIPES @ 45'; 2' O.C.
- M-3 4" PARKING LOT STRIPE

PAVING LEGEND

- CONCRETE SIDEWALK SECTION
- CONCRETE PAVEMENT SECTION

LOT COVERAGE

LOT 22567.96 SF
BUILDING 5631.23 SF
5631.23/22567.96 = 25.95% < MAX 50%

REQUIRED PARKING

REQUIRED = 12 UNITS @ 2 PER UNIT
= 24 STALLS
PROVIDED = 24 STALLS

BUILDING SET BACKS

20 FT REAR YARD
10 FT SIDE YARD
15 FT FRONT YARD

ZONING

EXISTING R-3

VARIANCES REQUESTED

PARKING:

22-302 STREET AND ALLEYS SHALL BE USED ONLY FOR ACCESS TO AND FROM PARKING FACILITIES AND SHALL NOT BE USED FOR MANEUVERING OF VEHICLES."

22-308 " PARKING FACILITY IN RESIDENTIAL DISTRICTS. ANY PARKING FACILITY FOR EIGHT OR MORE VEHICLES (1) WHEN IN RESIDENTIAL ZONING DISTRICTS AND (2) WHICH ARE ADJACENT TO A RESIDENTIAL OR MANUFACTURED HOME ZONED DISTRICT, SHALL HAVE A SCREEN FENCE OR WALL TO PREVENT THE PASSAGE OF VEHICULAR LIGHTS AND TO PREVENT THE FLOWING OF DEBRIS.

TRASH ENCLOSURE:

APPENDIX C 2-301 "NO WALL OR FENCE MORE THAN FOUR FEET (4') IN HEIGHT MAY PROJECT INTO OR ENCLOSE ANY REQUIRED FRONT YARD. WALLS OR FENCES OF UP TO SEVEN FEET (7') IN HEIGHT MAY PROJECT INTO OR ENCLOSE OTHER REQUIRED YARDS.

EASEMENT AND AGREEMENT TO PLACE TRASH ENCLOSURE ON RIGHT-OF-WAY.

REFERENCES

- ARCHITECTURAL AND STRUCTURAL ELEMENTS SHOWN IN THESE PLANS ARE FOR REFERENCE ONLY. CONTRACTORS AND SURVEYORS SHALL REFERENCE THEIR RESPECTIVE PLANS FOR DESIGN INFORMATION.
- THE CONTRACTOR SHALL ADHERE TO THE SITE PREPARATION AND STRUCTURAL FILL RECOMMENDATIONS IN THE GEOTECHNICAL REPORT AS PROVIDED BY THE GEOTECHNICAL ENGINEER INCLUDING ALL CURRENT ADDENDUMS. THE STANDARDS AND SPECIFICATIONS OF ABILENE, KANSAS SHALL ALSO APPLY AND TAKE PRECEDENCE WHEN STRICTER THAN THE GEOTECHNICAL REPORT OR WHEN NO GEOTECHNICAL REPORT IS GIVEN.
- UNLESS EXPLICITLY DESCRIBED OTHERWISE WITHIN THESE PLANS THE FOLLOWING SHALL APPLY:
 - ALL CONSTRUCTION, INCLUDING THOSE LISTED BELOW, SHALL CONFORM TO THE LATEST CODES AND ORDINANCES OF WBILENE, KANSAS.
 - ALL CONSTRUCTION IN KANSAS HIGHWAY DEPARTMENT RIGHT-OF-WAY SHALL CONFORM TO THE LATEST SPECIFICATIONS ADOPTED BY U.S. DEPARTMENT OF TRANSPORTATION AND KANSAS HIGHWAY DEPARTMENT.
 - ALL TRAFFIC CONTROL SIGNAGE SHALL CONFORM WITH THE CURRENT EDITION OF THE MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
 - ALL UTILITY EXTENSIONS AND CONSTRUCTION SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE UTILITY COMPANIES.
 - ALL EXTERIOR PAVEMENT (PCC, ASPHALT, ETC.) SHALL BE IN CONFORMANCE WITH THE SPECIFICATIONS OF ABILENE, KANSAS AND THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.

THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE DELIVERY MANAGER AND COORDINATING THE FINAL MAILBOX LOCATIONS.

SHOP DRAWINGS

- THE CONTRACTOR SHALL SUBMIT SHOP DRAWING A MINIMUM OF 7 DAYS PRIOR TO THE REQUESTED DATE OF APPROVAL. ENGINEER SHALL REVIEW SHOP DRAWINGS OR SAMPLES CONFORMANCE WITH THE DESIGN FOR THIS PROJECT AS DESCRIBED IN THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ERRORS OR OMISSIONS IN SHOP DRAWINGS. THE ENGINEER'S REVIEW SHALL NOT EXTEND TO MEANS OR METHODS OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY VARIATION FROM THE REQUIREMENTS OF THE CONTRACT DOCUMENTS UNLESS CONTRACTOR HAS NOTIFIED ENGINEER OF EACH SUCH VARIATION AT THE TIME OF SUBMISSION, AND OBTAINED ENGINEER'S WRITTEN APPROVAL OF EACH SUCH VARIATION. PRIOR TO SUBMITTING EACH SHOP DRAWING OR SAMPLE, CONTRACTOR SHALL HAVE REVIEWED AND VERIFIED:
 - ALL FIELD MEASUREMENTS, QUANTITIES, DIMENSIONS, SPECIFIED PERFORMANCE CRITERIA, INSTALLATION REQUIREMENTS, MATERIALS, CATALOG NUMBERS AND SIMILAR INFORMATION WITH RESPECT THERETO;
 - ALL MATERIALS WITH RESPECT TO INTENDED USE, FABRICATION, SHIPPING, HANDLING, STORAGE, ASSEMBLY AND INSTALLATION PERTAINING TO THE PERFORMANCE OF THE WORK;
 - ALL INFORMATION RELATIVE TO MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES OF CONSTRUCTION AND SAFETY PRECAUTIONS AND PROGRAMS INCIDENT THERETO;
 - CONTRACTOR SHALL ALSO HAVE REVIEWED AND COORDINATED EACH SHOP DRAWING OR SAMPLE WITH OTHER SHOP DRAWINGS AND SAMPLES, AND WITH THE REQUIREMENTS OF THE WORK AND THE CONTRACT DOCUMENTS.
 - ALL SUBMITTED SHOP DRAWINGS SHALL BEAR A STAMP OR SPECIFIC WRITTEN INDICATION AND SIGNATURE THAT CONTRACTOR HAS FULLY COMPLETED THE ABOVE TASKS.
- THE CONTRACTOR SHALL SUBMIT THE MATERIAL DATA, PRODUCT DATA, SCHEDULES, AND DRAWINGS AS REQUIRED FOR CONSTRUCTION PRIOR TO INSTALLATION AS REQUIRED BY THE PROJECT SPECIFICATIONS, ENGINEER, OR OWNER. THE SUBMITTALS FOR MATERIAL DATA SHALL INCLUDE MIX DESIGNS, CERTIFICATIONS, GRADATIONS, OR MATERIAL TESTING AS REQUIRED FOR EACH SPECIFIC MATERIAL. THE MANUFACTURER, TRADE NAME, MODEL OR TYPE NUMBER SHALL BE PROVIDED FOR MANUFACTURED PRODUCTS USED.



VICINITY MAP
NTS

SITE PLAN NOTES

- ALL PAVEMENT DIMENSIONS ARE TO BACK OF CURB, OR EDGE OF PAVEMENT WHERE NO CURB IS PRESENT, UNLESS OTHERWISE NOTED. DIMENSIONED TIES BETWEEN PROPERTY LINES AND BUILDING FACES OR PAVEMENT ARE AS INDICATED. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ANY ADJUSTMENTS NECESSARY FOR FOUNDATIONS, BEDDING EXTENSIONS, SURCHARGING, ETC.
- INSTALLED PAVEMENT SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT TO PROVIDE SMOOTH SURFACE TRANSITIONS. INSTALLED CURB & GUTTER SHALL MATCH EXISTING CURB & GUTTER IN SIZE AND TYPE OR CONTRACTOR SHALL INCLUDE A TRANSITION FROM NEW TO EXISTING OF NO LESS THAN 5' AS MEASURED ALONG BACK OF CURB.
- ALL PCC PAVING SHALL BE IN CONFORMANCE WITH LOCAL CODES AND ORDINANCES AND THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT, WHERE NOT COVERED BY THE ABOVE. PCC PAVING SHALL BE IN CONFORMANCE WITH THE LATEST STANDARDS AND SPECIFICATIONS OF KANSAS DEPARTMENT OF TRANSPORTATION.
- CONCRETE PAVEMENT JOINTS SHALL BE CONSTRUCTED AS FOLLOWS (REFER TO HARDSCAPE PLANS FOR SPECIFIC TREATMENT OF THESE AREAS):
 - CONTROL JOINTS SPACED AS SHOWN IN THESE PLANS OR AT INTERVALS NOT GREATER THAN 1.5x PANEL WIDTH OR 12 FEET (WHICHEVER IS SMALLER).
 - CONTROL JOINTS SHALL BE TOOLED OR SAWCUT TO 1/4 THE SLAB THICKNESS. LOCAL STANDARDS AND SPECIFICATIONS SHALL TAKE PRECEDENCE WHERE MORE STRICT THAN THOSE LISTED HERE.
 - CONSTRUCTION JOINTS PLACED AT THE END OF EACH POUR AND WHEN PAVING OPERATIONS ARE SUSPENDED FOR 30 MINUTES OR MORE.
 - ISOLATION JOINTS PLACED WHERE THE PAVEMENT ABUTS THE BUILDING, DRAINAGE STRUCTURES AND OTHER FIXED STRUCTURES, CONSTRUCTED WITH A 1/2" NON-EXTRUDING FILLER, CLOSED-CELL FOAM RUBBER OR A BITUMEN-TREATED FIBER-BOARD, AND WITH A THICKENED EDGE, INCREASED BY 20 PERCENT, TAPERED TO THE REGULAR THICKNESS IN 5 FEET.
 - ALL EXPANSION JOINTS SHALL BE FILLED AND SEALED WITH A PLASTIC JOINT SEALANT MATERIAL.
- CURB JOINTS SHALL BE CONSTRUCTED AS FOLLOWS:
 - PLACE 3/4" NON-EXTRUDING FILLER, CLOSED-CELL FOAM RUBBER OR A BITUMEN-TREATED FIBER-BOARD AT 200' INTERVALS, AT BEGINNING AND END OF ALL RADII, AND AT STRUCTURES.
 - CONTRACTION JOINTS SPACED AT INTERVALS NOT GREATER THAN 10 FEET, SAWED TO 1/4 THE SLAB THICKNESS.
- ACCESSIBLE PARKING
 - STALLS SHALL BE SIGNED WITH CITY/ADA APPROVED SIGN AND CONSTRUCTED IN STRICT ACCORDANCE WITH CITY/ADA CODES AND ORDINANCES.
 - ACCESSIBLE PARKING STALLS SHALL NOT EXCEED 2.00 PERCENT IN ANY DIRECTION. ACCESSIBLE SIDEWALKS HAVE A MAXIMUM CROSS SLOPE OF 2 PERCENT AND A MAXIMUM LONGITUDINAL SLOPE OF 5 PERCENT.
 - STALLS SHALL BE MARKED BY THE INTERNATIONAL HANDICAPPED SYMBOL AT INDICATED PARKING SPACES. USE A SUITABLE TEMPLATE THAT WILL PROVIDE A PAVEMENT MARKING WITH SHARP EDGES AND ENDS.
- PAVEMENT MARKINGS SHALL NOT BE APPLIED UNTIL LAYOUT, COLORS AND PLACEMENT HAVE BEEN VERIFIED WITH THE ARCHITECT AND ENGINEER, THE INSTALLED PAVEMENT IS ALLOWED TO AGE AS RECOMMENDED BY THE MANUFACTURER (MINIMUM OF 24 HOURS), AND THE PAVEMENT SURFACE HAS BEEN SWEEPED AND CLEANED.
- PAVEMENT MARKINGS SHALL INCLUDE TRAFFIC LANES, PARKING BAYS, AREAS RESTRICTED TO HANDICAPPED PERSONS, CROSSWALKS, AND OTHER DETAIL PAVEMENT MARKINGS SHOWN IN THESE PLANS.
- ALL PARKING LOT STRIPING SHALL BE SINGLE LINE 4" WIDE WHITE STRIPES UNLESS OTHERWISE INDICATED WITHIN THESE PLANS. ALL ROAD STRIPING SHALL BE AS INDICATED WITHIN THESE PLANS.
- PAINT FOR MARKING PAVEMENT SHALL CONFORM TO FEDERAL HIGHWAY MARKING STANDARDS (FHMS) AND CITY OF ABILENE CITY CODES AND ORDINANCES. USE FLAT BLACK, WHITE, OR YELLOW AS DIRECTED WITHIN PLANS OR IN CONFORMANCE WITH THE FHMS, UNLESS OTHERWISE SPECIFIED USE LATEX, WATER-BASE EMULSION, READY-MIXED, COMPLYING WITH FS TT-P-1952 WITH DRYING TIME OF LESS THAN 45 MINUTES.
- APPLY ALL MARKINGS USING APPROVED MECHANICAL EQUIPMENT (WITH PROVISIONS FOR CONSTANT AGITATION OF PAINT), CAPABLE OF APPLYING THE MARKING WIDTHS AS SHOWN, AND A MINIMUM WET FILM THICKNESS OF 15 MILS. USE PNEUMATIC SPRAY GUNS FOR HAND APPLICATION OF PAINT. ALL PAINTING EQUIPMENT AND OPERATIONS SHALL BE UNDER THE CONTROL OF EXPERIENCED TECHNICIANS THOROUGHLY FAMILIAR WITH EQUIPMENT AND MATERIALS AND MARKING LAYOUTS.

GENERAL LAYOUT

GOLDEN RIDGE APARTMENTS
BUILDING #1

ABILENE, KS

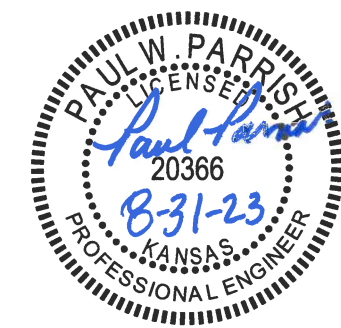
2023

REVISIONS DESCRIPTION

DATE

REV. NO.

REVISIONS



olsson

302 S. 4th Street, Suite 110
Manhattan, Kansas 66502
TEL 785.539.6900
www.olson.com

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Batch: 122723PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
36700	12/27/23	ABILENE FLYING SERVICE			
E 005-000-520642		RUNWAY REPAIRS & M	\$1,800.00	20423	LIGHT WORK
		Total	\$1,800.00		
36701	12/27/23	ABILENE REFLECTOR-CHRONICLE			
E 001-008-520260		SPECIAL PROJECTS	\$121.00	278775	NPH FOR COMP PLAN
		Total	\$121.00		
36702	12/27/23	ABILENE RENT-ALL & SALES, INC			
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$35.10	76819	PROPANE FOR COLD PATCH
		Total	\$35.10		
36703	12/27/23	BIZ SWAG			
E 015-153-522880		YOUTH FOOTBALL	\$1,099.50	2444	JR. COWBOY FB SHIRTS
		Total	\$1,099.50		
36704	12/27/23	BOYD EXCAVATING INC			
E 004-041-520651		SEWERLINE MAINTENA	\$4,660.00	5288	SEWER LINE REPAIR OLD 40
		Total	\$4,660.00		
36705	12/27/23	CATLETT AUTOMOTIVE INC			
E 001-001-520610		BUILDING MAINTENANC	\$2.81	166372	FLAP DISC
E 002-024-520610		BUILDING MAINTENANC	\$2.81	166372	FLAP DISC
E 004-043-520610		BUILDING MAINTENANC	\$2.81	166372	FLAP DISC
		Total	\$8.43		
36706	12/27/23	CHENEY DOOR COMPANY			
E 003-000-520620		EQUIPMENT REP & MAI	\$1,291.00	0452079-IN	INSTALL LIFTMASTER & INSULATION @
		Total	\$1,291.00		RECYCLE CENTER
36707	12/27/23	COOPER, KELLY			
E 001-001-520610		BUILDING MAINTENANC	\$200.00	STM 123123	DEC 2023 CLEANING
E 001-002-520610		BUILDING MAINTENANC	\$200.00	STM 123123	DEC 2023 CLEANING
E 001-008-520610		BUILDING MAINTENANC	\$200.00	STM 123123	DEC 2023 CLEANING
E 001-013-521260		CONTRACT LABOR	\$900.00	STM 123123	DEC 2023 CLEANING
E 001-015-520710		CIVIC CENTER MAINTEN	\$800.00	STM 123123	DEC 2023 CLEANING
E 002-024-520610		BUILDING MAINTENANC	\$200.00	STM 123123	DEC 2023 CLEANING
E 004-043-520610		BUILDING MAINTENANC	\$200.00	STM 123123	DEC 2023 CLEANING
		Total	\$2,700.00		
36708	12/27/23	DEERE CREDIT, INC			
E 003-000-520130		LEASE PURCHASE	\$7,252.00	2859974	LEASE JD TRACTOR TO PULL COMPOST
		Total	\$7,252.00		TURNER
36709	12/27/23	DK CTY ADMINISTRATION			
E 001-003-521060		GASOLINE-OIL-LUBRICA	\$127.96	1819	DIESEL
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$498.25	1820	DIESEL
E 004-041-521060		GASOLINE-OIL-LUBRICA	\$475.70	1820	DIESEL

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Batch: 122723PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$1,101.91		
36710	12/27/23	DON'S TIRE & SUPPLY			
E 001-003-521231		FIRE EQUIPMENT	\$2,937.40	288351	DRIVE TIRES FOR LADDER TRUCK
Total			\$2,937.40		
36711	12/27/23	EVERGY			
E 001-015-520510		ELECTRIC SERVICE	\$54.68	1219189162	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$20.87	1247021166	ELECTRIC SERVICE
E 001-004-520500		STREET LIGHTING	\$84.71	1264060667	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$37.85	1702117183	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$24.73	1717190452	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$147.84	1758193262	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.58	1904884672	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$69.04	1906689737	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$61.39	2021258017	ELECTRIC SERVICE
E 001-004-520500		STREET LIGHTING	\$11,350.48	246831701	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$47.85	2549851829	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$35.00	2650162371	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$54.07	2791000927	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$78.67	288914741	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$20.70	30783521	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$20.70	30783521	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$20.70	30783521	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$20.69	30783521	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$26.37	3082543925	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.58	3413762565	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$298.16	3413870642	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$18.92	3443600738	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$18.92	3443600738	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$18.92	3443600738	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$18.92	3443600738	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.58	3740342691	ELECTRIC SERVICE
E 015-157-520510		ELECTRIC SERVICE	\$1,544.03	3933636584	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$77.36	416675959	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$27.55	4212846087	ELECTRIC SERVICE
E 001-004-520500		STREET LIGHTING	\$41.71	4288064106	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.58	4554030512	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$78.83	4867778321	ELECTRIC SERVICE
E 001-003-520510		ELECTRIC SERVICE	\$164.62	4898116762	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$164.62	4898116762	ELECTRIC SERVICE
E 001-002-520510		ELECTRIC SERVICE	\$164.62	4898116762	ELECTRIC SERVICE
E 002-024-520510		ELECTRIC SERVICE	\$164.62	4898116762	ELECTRIC SERVICE
E 004-043-520510		ELECTRIC SERVICE	\$164.61	4898116762	ELECTRIC SERVICE
E 001-008-520510		ELECTRIC SERVICE	\$164.61	4898116762	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$12.67	5054322132	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$31.38	5516010740	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.58	5751904663	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$37.06	5964839866	ELECTRIC SERVICE

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Batch: 122723PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-006-520510		ELECTRIC SERVICE	\$32.00	6023481527	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$65.18	6046634008	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$65.18	6046634008	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$65.18	6046634008	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$65.19	6046634008	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$30.78	6177125769	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$60.88	6392647180	ELECTRIC SERVICE
E 003-000-520510		ELECTRIC SERVICE	\$275.79	6409144687	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$142.55	6495096418	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$468.63	6524781973	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$27.02	661408984	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$24.71	678816549	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$36.24	6955064227	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$97.09	6986074708	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$47.36	7000718326	ELECTRIC SERVICE
E 001-013-520510		ELECTRIC SERVICE	\$466.03	7064307381	ELECTRIC SERVICE
E 001-015-520510		ELECTRIC SERVICE	\$179.90	7288502631	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$268.11	7415927166	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.58	7484828978	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$13.28	7576542461	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$4,402.55	771952302	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$63.84	7850192618	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$64.44	786713586	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$1,064.09	7868072027	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$33.05	7954110285	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$25.34	7992075847	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$38.02	7993583651	ELECTRIC SERVICE
E 004-042-520510		ELECTRIC SERVICE	\$19,849.99	8139961807	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$83.82	8163245625	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$12.92	8181824446	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$1,286.73	8186660933	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$73.55	855312560	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$94.64	8623625247	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$555.88	8631656121	ELECTRIC SERVICE
E 001-002-520510		ELECTRIC SERVICE	\$71.75	8724162661	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$15.35	8745617303	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$50.36	8813700102	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.58	8966692659	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$24.73	9031558905	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$16.66	9053666773	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$25.76	9255132041	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$24.09	9348861379	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$44.78	950991929	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$1,374.76	9659465165	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$8.84	9946085408	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$8.84	9946085408	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$8.84	9946085408	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$8.85	9946085408	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$193.74	9960246323	ELECTRIC SERVICE

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Batch: 122723PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-006-520510		ELECTRIC SERVICE	\$37.52	9994690522	ELECTRIC SERVICE
		Total	\$47,464.36		
36712	12/27/23	FOUR SEASONS INC			
E 003-000-520610		BUILDING MAINTENANC	\$6,920.00	70764	INSTALL HEATERS @ RECYCLE CENTER
		Total	\$6,920.00		
36713	12/27/23	GILMORE & ASSOC. HOMES LLC			
E 002-024-520780		REFUND EXPENSE	\$24.44	STM 122723	REFUND OVERPAYMENT ON FINAL WATER BILL
		Total	\$24.44		
36714	12/27/23	GUFFEY PROPERTIES, LLC			
E 038-000-540610		CID SALES TAX	\$2,189.04	STM 122723	CID PROPERTY FAMILY \$ LESS 2% ADMIN FEE - DEC 2023
		Total	\$2,189.04		
36715	12/27/23	HAMM, INC			
E 001-004-520660		ALLEY MAINTENANCE	\$2,678.33	558097	WASHED ROCK
		Total	\$2,678.33		
36716	12/27/23	IMAGE QUEST			
E 001-001-520700		RENT-CONTRACTS-MAI	\$29.77	IN4925684	COPIER CONTRACT OVERAGE 11/25-12/24/23
E 002-024-520700		RENT-CONTRACTS-MAI	\$29.76	IN4925684	COPIER CONTRACT OVERAGE 11/25-12/24/23
E 004-043-520700		RENT-CONTRACTS-MAI	\$29.76	IN4925684	COPIER CONTRACT OVERAGE 11/25-12/24/23
E 001-008-520970		MISCELLANEOUS SERVI	\$29.12	IN4925685	COM DEV/INSP COPIER OVERAGES 9/25-12/24/23
E 001-011-520970		MISCELLANEOUS SERVI	\$29.12	IN4925685	COM DEV/INSP COPIER OVERAGES 9/25-12/24/23
		Total	\$147.53		
36717	12/27/23	KANSAS GAS SERVICE			
E 001-015-520509		GAS SERVICE	\$438.47	51001600410	GAS SERVICE
E 001-013-520509		GAS SERVICE	\$287.62	51001600410	GAS SERVICE
E 015-157-520509		GAS SERVICE	\$1,229.92	51001600410	GAS SERVICE
E 001-006-520509		GAS SERVICE	\$834.13	51001600410	GAS SERVICE
E 002-023-520509		GAS SERVICE	\$162.58	51001600410	GAS SERVICE
E 001-001-520509		GAS SERVICE	\$186.13	51001600410	GAS SERVICE
E 001-002-520509		GAS SERVICE	\$186.13	51001600410	GAS SERVICE
E 002-024-520509		GAS SERVICE	\$186.13	51001600410	GAS SERVICE
E 004-043-520509		GAS SERVICE	\$186.13	51001600410	GAS SERVICE
E 001-003-520509		GAS SERVICE	\$186.12	51001600410	GAS SERVICE
E 001-008-520509		GAS SERVICE	\$186.12	51001600410	GAS SERVICE
E 001-004-520509		GAS SERVICE	\$38.73	51001600410	GAS SERVICE
E 002-022-520509		GAS SERVICE	\$38.73	51001600410	GAS SERVICE
E 004-041-520509		GAS SERVICE	\$38.73	51001600410	GAS SERVICE
E 001-004-520509		GAS SERVICE	\$233.59	51001600410	GAS SERVICE
E 002-022-520509		GAS SERVICE	\$233.59	51001600410	GAS SERVICE
E 004-041-520509		GAS SERVICE	\$233.60	51001600410	GAS SERVICE
		Total	\$4,886.45		
36718	12/27/23	KANSAS GENERAL WIRE & SUPPLY			

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Batch: 122723PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-001-520900		QUALITY OF LIFE COALI	\$150.96	70799	DOG PARK GATE
		Total	\$150.96		
36719	12/27/23	KS EMPLOYMENT SECURITY FUND			
E 001-001-520440		EMPLOYMENT SECURIT	\$51.60	135727	4TH 2023 QTRLY UNEMPLOYMENT
E 001-002-520440		EMPLOYMENT SECURIT	\$233.69	135727	4TH 2023 QTRLY UNEMPLOYMENT
E 001-003-520440		EMPLOYMENT SECURIT	\$164.97	135727	4TH 2023 QTRLY UNEMPLOYMENT
E 001-004-520440		EMPLOYMENT SECURIT	\$50.76	135727	4TH 2023 QTRLY UNEMPLOYMENT
E 001-005-520440		EMPLOYMENT SECURIT	\$14.85	135727	4TH 2023 QTRLY UNEMPLOYMENT
E 001-006-520440		EMPLOYMENT SECURIT	\$45.28	135727	4TH 2023 QTRLY UNEMPLOYMENT
E 001-008-520440		EMPLOYMENT SECURIT	\$18.84	135727	4TH 2023 QTRLY UNEMPLOYMENT
E 001-011-520440		EMPLOYMENT SECURIT	\$16.32	135727	4TH 2023 QTRLY UNEMPLOYMENT
E 001-012-520440		EMPLOYMENT SECURIT	\$17.47	135727	4TH 2023 QTRLY UNEMPLOYMENT
E 001-013-520440		EMPLOYMENT SECURIT	\$1.21	135727	4TH 2023 QTRLY UNEMPLOYMENT
E 002-022-520440		EMPLOYMENT SECURIT	\$22.09	135727	4TH 2023 QTRLY UNEMPLOYMENT
E 002-023-520440		EMPLOYMENT SECURIT	\$51.43	135727	4TH 2023 QTRLY UNEMPLOYMENT
E 002-024-520440		EMPLOYMENT SECURIT	\$31.58	135727	4TH 2023 QTRLY UNEMPLOYMENT
E 003-000-520440		EMPLOYMENT SECURIT	\$1.27	135727	4TH 2023 QTRLY UNEMPLOYMENT
E 004-041-520440		EMPLOYMENT SECURIT	\$15.31	135727	4TH 2023 QTRLY UNEMPLOYMENT
E 004-042-520440		EMPLOYMENT SECURIT	\$37.62	135727	4TH 2023 QTRLY UNEMPLOYMENT
E 004-043-520440		EMPLOYMENT SECURIT	\$31.57	135727	4TH 2023 QTRLY UNEMPLOYMENT
E 013-131-520440		EMPLOYMENT SECURIT	\$21.28	135727	4TH 2023 QTRLY UNEMPLOYMENT
E 015-151-520440		EMPLOYMENT SECURIT	\$40.79	135727	4TH 2023 QTRLY UNEMPLOYMENT
E 015-153-520440		EMPLOYMENT SECURIT	\$1.25	135727	4TH 2023 QTRLY UNEMPLOYMENT
E 015-156-520440		EMPLOYMENT SECURIT	\$0.57	135727	4TH 2023 QTRLY UNEMPLOYMENT
		Total	\$869.75		
36720	12/27/23	LAKESIDE CONSTRUCTION LLC			
E 001-011-520265		DEMOLITIONS/NUISANC	\$6,200.00	1167	DEMO OF 604 S CEDAR STRUCTURE
		Total	\$6,200.00		
36721	12/27/23	LEGACY KANSAS, LLC			
E 038-000-540610		CID SALES TAX	\$898.22	STM 122723	CID PROPERTY LEGACY KS LESS 2% ADMIN FEE - DEC 2013
		Total	\$898.22		
36722	12/27/23	LUMBER HOUSE TRUE VALUE			
E 001-001-520610		BUILDING MAINTENANC	\$5.89	2312-155141	PLUMBING PARTS
E 002-024-520610		BUILDING MAINTENANC	\$5.89	2312-155141	PLUMBING PARTS
E 004-043-520610		BUILDING MAINTENANC	\$5.88	2312-155141	PLUMBING PARTS
		Total	\$17.66		
36723	12/27/23	MICHELLE WRIGHT			
E 038-000-540610		CID SALES TAX	\$1,134.07	STM 122723	CID PROPERTY ROSEROCK LESS 2% ADMIN FEE - DEC 2023
		Total	\$1,134.07		
36724	12/27/23	NARAYAN, INC			
E 038-000-540610		CID SALES TAX	\$3,426.46	STM 122723	CID PROPERTY HOLIDAY I LESS 2% ADMIN FEE - DEC 2023
		Total	\$3,426.46		

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Batch: 122723PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
36725	12/27/23	OLSSON			
E 014-000-520140		ENGINEERING	\$1,052.00	481480	ENGINEERING 14TH ST & WATERLINE PROJECT
E 002-022-531060		WATER DISTRIBUTION L	\$1,020.25	481495	ENGINEERING 14TH ST & WATERLINE PROJECT
		Total	\$2,072.25		
36726	12/27/23	PACE ANALYTICAL SERVICES			
E 004-042-520210		LAB ANALYSIS & EQUIP	\$326.30	2360197833	SUSPENDED SOLIDS
E 004-042-520210		LAB ANALYSIS & EQUIP	\$427.70	2360198477	SUSPENDED SOLIDS
		Total	\$754.00		
36727	12/27/23	PIONEER FARM INC			
E 001-001-520610		BUILDING MAINTENANC	\$13.51	643768	PLUMBING PARTS
E 002-024-520610		BUILDING MAINTENANC	\$13.51	643768	PLUMBING PARTS
E 004-043-520610		BUILDING MAINTENANC	\$13.50	643768	PLUMBING PARTS
		Total	\$40.52		
36728	12/27/23	ROASTER JOES, INC			
E 001-001-520970		MISCELLANEOUS SERVI	\$17.22	2064:313629	COFFEE
E 002-023-520970		MISCELLANEOUS SERVI	\$17.22	2064:313629	COFFEE
E 004-043-520970		MISCELLANEOUS SERVI	\$17.22	2064:313629	COFFEE
		Total	\$51.66		
36729	12/27/23	ROBSON OIL CO, INC			
E 001-002-521060		GASOLINE-OIL-LUBRICA	\$2,197.21	STM 122523	FUEL
E 001-003-521060		GASOLINE-OIL-LUBRICA	\$986.38	STM 122523	FUEL
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$1,920.32	STM 122523	FUEL
E 001-005-521060		GASOLINE-OIL-LUBRICA	\$34.84	STM 122523	FUEL
E 001-006-521060		GASOLINE-OIL-LUBRICA	\$242.63	STM 122523	FUEL
E 002-023-521060		GASOLINE-OIL-LUBRICA	\$196.50	STM 122523	FUEL
E 002-022-521060		GASOLINE-OIL-LUBRICA	\$366.15	STM 122523	FUEL
E 004-042-521060		GASOLINE-OIL-LUBRICA	\$154.23	STM 122523	FUEL
E 001-011-521060		GASOLINE-OIL-LUBRICA	\$51.41	STM 122523	FUEL
E 001-001-520600		VEHICLE EXPENSES	\$22.85	STM 122523	FUEL
E 002-024-520600		VEHICLE EXPENSES	\$22.85	STM 122523	FUEL
E 004-043-520600		VEHICLE EXPENSES	\$22.85	STM 122523	FUEL
		Total	\$6,218.22		
36730	12/27/23	S & K ELECTRIC			
E 015-157-520610		BUILDING MAINTENANC	\$249.35	2153	SWITCH ON BB GOAL
		Total	\$249.35		
36731	12/27/23	SECURE SHRED OF N.C.K.			
E 001-001-520700		RENT-CONTRACTS-MAI	\$17.21	STM 121923	DEC 2023 SHREDDING ADMIN/PD
E 002-024-520700		RENT-CONTRACTS-MAI	\$17.21	STM 121923	DEC 2023 SHREDDING ADMIN/PD
E 004-043-520700		RENT-CONTRACTS-MAI	\$17.20	STM 121923	DEC 2023 SHREDDING ADMIN/PD
E 001-002-520700		RENT-CONTRACTS-MAI	\$51.63	STM 121923	DEC 2023 SHREDDING ADMIN/PD
		Total	\$103.25		
36732	12/27/23	SITEONE LANDSCAPE SUPPLY, LLC			

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-006-521210		BALL PARK SUPPLIES/R	\$2,009.01	134512045-0	FESCUE/RAIN BIRD WIFI MODULE LNK2
E 002-022-521160		LAWN & GARDEN SUPP	\$66.23	134512045-0	FESCUE/RAIN BIRD WIFI MODULE LNK2
		Total	\$2,075.24		
36733	12/27/23	THE PHONE CONNECTION			
E 001-001-520520		TELEPHONE / INTERNE	\$818.54	75057	TELEPHONE CABLE WORK
E 002-024-520520		TELEPHONE / INTERNE	\$818.53	75057	TELEPHONE CABLE WORK
E 004-043-520520		TELEPHONE / INTERNE	\$818.53	75057	TELEPHONE CABLE WORK
		Total	\$2,455.60		
36734	12/27/23	THE SPYGLASS GROUP, LLC			
E 001-001-520970		MISCELLANEOUS SERVI	\$385.50	25453	IT AUDIT
		Total	\$385.50		
36735	12/27/23	TRIPLETT, INC			
E 038-000-540610		CID SALES TAX	\$7,703.39	STM 122723	CID PROPERTY 6 LESS 2% ADMIN FEE - DEC 2023
		Total	\$7,703.39		
36736	12/27/23	UNIFIRST CORPORATION			
E 004-042-520610		BUILDING MAINTENANC	\$268.26	STM 123123	UNIFORM SERVICE
E 004-042-521150		UNIFORMS & ALTERATI	\$229.56	STM 123123	UNIFORM SERVICE
E 002-023-520610		BUILDING MAINTENANC	\$73.18	STM 123123	UNIFORM SERVICE
E 002-023-521150		UNIFORMS & ALTERATI	\$371.84	STM 123123	UNIFORM SERVICE
E 001-004-521150		UNIFORMS & ALTERATI	\$315.04	STM 123123	UNIFORM SERVICE
E 001-005-521150		UNIFORMS & ALTERATI	\$108.40	STM 123123	UNIFORM SERVICE
E 002-022-521150		UNIFORMS & ALTERATI	\$23.63	STM 123123	UNIFORM SERVICE
E 004-041-521150		UNIFORMS & ALTERATI	\$248.98	STM 123123	UNIFORM SERVICE
E 005-000-520610		BUILDING MAINTENANC	\$40.87	STM 123123	UNIFORM SERVICE
E 015-157-520610		BUILDING MAINTENANC	\$37.79	STM 123123	UNIFORM SERVICE
E 001-013-521040		JANITOR SUPPLIES	\$173.54	STM 123123	UNIFORM SERVICE
		Total	\$1,891.09		
36737	12/27/23	VERIZON			
E 001-004-520520		TELEPHONE / INTERNE	\$12.15	9951119042	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$12.15	9951119042	CELL PHONE SERVICE
E 001-004-520520		TELEPHONE / INTERNE	\$20.73	9951119042	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$20.73	9951119042	CELL PHONE SERVICE
E 001-004-520520		TELEPHONE / INTERNE	\$8.10	9951119042	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$8.10	9951119042	CELL PHONE SERVICE
E 004-041-520520		TELEPHONE / INTERNE	\$8.10	9951119042	CELL PHONE SERVICE
E 001-001-520520		TELEPHONE / INTERNE	\$13.82	9951119042	CELL PHONE SERVICE
E 002-024-520520		TELEPHONE / INTERNE	\$13.82	9951119042	CELL PHONE SERVICE
E 004-043-520520		TELEPHONE / INTERNE	\$13.82	9951119042	CELL PHONE SERVICE
E 001-011-520520		TELEPHONE / INTERNE	\$46.46	9951119042	CELL PHONE SERVICE
E 013-131-520520		TELEPHONE / INTERNE	\$41.46	9951119042	CELL PHONE SERVICE
E 004-042-520520		TELEPHONE / INTERNE	\$41.46	9951119042	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$41.46	9951119042	CELL PHONE SERVICE
E 004-042-520520		TELEPHONE / INTERNE	\$41.46	9951119042	CELL PHONE SERVICE
E 002-023-520520		TELEPHONE / INTERNE	\$41.46	9951119042	CELL PHONE SERVICE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 002-022-520520		TELEPHONE / INTERNE	\$41.46	9951119042	CELL PHONE SERVICE
E 002-023-520520		TELEPHONE / INTERNE	\$41.46	9951119042	CELL PHONE SERVICE
E 001-001-520520		TELEPHONE / INTERNE	\$41.46	9951119042	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$20.01	9951119042	CELL PHONE SERVICE
E 004-041-520520		TELEPHONE / INTERNE	\$20.00	9951119042	CELL PHONE SERVICE
E 001-006-520520		TELEPHONE / INTERNE	\$41.46	9951119042	CELL PHONE SERVICE
E 001-006-520520		TELEPHONE / INTERNE	\$41.46	9951119042	CELL PHONE SERVICE
E 001-006-520520		TELEPHONE / INTERNE	\$41.46	9951119042	CELL PHONE SERVICE
E 001-006-520520		TELEPHONE / INTERNE	\$41.46	9951119042	CELL PHONE SERVICE
E 001-003-520520		TELEPHONE / INTERNE	\$40.01	9951119042	CELL PHONE SERVICE
E 001-011-520520		TELEPHONE / INTERNE	\$40.01	9951119042	CELL PHONE SERVICE
E 001-011-520520		TELEPHONE / INTERNE	\$40.01	9951119042	CELL PHONE SERVICE
E 013-131-520520		TELEPHONE / INTERNE	\$40.01	9951119042	CELL PHONE SERVICE
E 001-002-520520		TELEPHONE / INTERNE	\$1,107.02	9951119042	CELL PHONE SERVICE
Total			\$1,982.57		
36738	12/27/23	WEST'S PLAZA COUNTRY MART			
E 001-001-520800		AWARDS & CONTRIBUTI	\$650.86	STM 122123	CHRISTMAS PARTY TACO BAR
E 002-024-520800		AWARDS & CONTRIBUTI	\$650.87	STM 122123	CHRISTMAS PARTY TACO BAR
E 004-043-520800		AWARDS & CONTRIBUTI	\$650.87	STM 122123	CHRISTMAS PARTY TACO BAR
Total			\$1,952.60		
36739	12/27/23	XEROX FINANCIAL SERVICES			
E 001-008-520970		MISCELLANEOUS SERVI	\$116.87	5122040	COM DEV/INSP COPIER LEASE 10/28-23-11/27/23: 11/28/23-12/27/23
E 001-011-520970		MISCELLANEOUS SERVI	\$116.87	5122040	COM DEV/INSP COPIER LEASE 10/28-23-11/27/23: 11/28/23-12/27/23
Total			\$233.74		
002000			\$128,182.59		

Fund Summary

002000 Astra Bank checking

001 GENERAL FUND	\$44,676.57
002 WATER FUND	\$15,170.48
003 RECYCLING FUND	\$15,740.06
004 SEWER FUND	\$29,396.18
005 AIRPORT FUND	\$2,490.17
013 TOURISM & CONVENTION FUND	\$102.75
014 SPECIAL STREET FUND	\$1,052.00
015 RECREATION COMMISSION	\$4,203.20
038 CID SALES TAX FUND	\$15,351.18
	\$128,182.59

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Batch: 122623PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
36624	12/26/23	ABCREATIVE, INC			
E 015-151-520261		GRANT MATCH	\$1,504.00	23370-0001	PLAYGROUND RAMP - 2023 PATHWAYS GRANT
E 001-006-521200		PLAYGROUND EQUIP R	\$1,899.00	23370-0001	PLAYGROUND REPAIRS
		Total	\$3,403.00		
36625	12/26/23	ABILENE PRINTING & OFFICE			
E 001-001-521010		OFFICE SUPPLIES	\$899.83	INV 112723	COPY PAPER 50 CASES
E 002-024-521010		OFFICE SUPPLIES	\$899.83	INV 112723	COPY PAPER 50 CASES
E 004-043-521010		OFFICE SUPPLIES	\$899.84	INV 112723	COPY PAPER 50 CASES
		Total	\$2,699.50		
36626	12/26/23	ABILENE TERMITE & PEST CO			
E 001-015-520710		CIVIC CENTER MAINTEN	\$90.00	10384	RODENT SERVICE DEC 2023
E 001-015-520710		CIVIC CENTER MAINTEN	\$90.00	9293	NOV 2023 RODENT SERVICE
		Total	\$180.00		
36627	12/26/23	AERZEN USA CORP			
E 004-042-520620		EQUIPMENT REP & MAI	\$14,938.71	SEPI-23-006	NEW BLOWER & REBUILD OF A BLOWER
E 004-042-520620		EQUIPMENT REP & MAI	\$32.95	SEPI-23-006	NEW BLOWER & REBUILD OF A BLOWER
		Total	\$14,971.66		
36628	12/26/23	AIR AND FIRE SYSTEMS INC			
E 001-003-521231		FIRE EQUIPMENT	\$903.75	69057	CASCADE SYSTEM SERVICE & AIR TEST
		Total	\$903.75		
36629	12/26/23	B & B HYDRAULICS, INC			
E 003-000-520620		EQUIPMENT REP & MAI	\$4,440.41	3121561	REPAIR TO COMPOST MACHINE
		Total	\$4,440.41		
36630	12/26/23	BIZ SWAG			
E 001-004-521150		UNIFORMS & ALTERATI	\$214.50	2558	BRAD - UNIFORMS
E 001-001-521010		OFFICE SUPPLIES	\$252.17	2559	CITY ADMIN APPAREL
E 002-024-521010		OFFICE SUPPLIES	\$252.17	2559	CITY ADMIN APPAREL
E 004-043-521010		OFFICE SUPPLIES	\$252.16	2559	CITY ADMIN APPAREL
E 015-151-520270		TRAINING	\$288.00	2568	APRD JACKETS
E 001-006-521150		UNIFORMS & ALTERATI	\$150.00	2568	APRD JACKETS
		Total	\$1,409.00		
36631	12/26/23	BRIAND, KELSEY			
E 001-012-520270		TRAINING	\$54.73	STM 121923	TAC TRAINING MILEAGE REIMB
		Total	\$54.73		
36632	12/26/23	BRIERTON ENGINEERING, INC			
E 004-042-520620		EQUIPMENT REP & MAI	\$25.00	6312	PALLETIZE & BAND BLOWER ASSEMBLY
		Total	\$25.00		
36633	12/26/23	CAD LAW, LC			
E 001-012-520110		LEGAL	\$250.00	8769	PETERSON 23-0022
E 001-012-520110		LEGAL	\$250.00	8769	HENDERSON 23-0033

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Batch: 122623PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-012-520110		LEGAL	\$250.00	8769	WOLF 22-0528
E 001-012-520110		LEGAL	\$250.00	8769	VOLLRATH 22-0523
E 001-012-520110		LEGAL	\$500.00	8769	BOWEN 22-0475 & 22-0522
E 001-012-520110		LEGAL	\$250.00	8769	SHOEMAKER 22-0158
E 001-012-520110		LEGAL	\$250.00	8769	LOWREY 22-0112
E 001-012-520110		LEGAL	\$250.00	8769	SNYDER 22-0039
Total			\$2,250.00		
36634	12/26/23	CATLETT AUTOMOTIVE INC			
E 001-004-521030		CHEMICALS	\$28.49	164580	WD 40
E 001-004-520620		EQUIPMENT REP & MAI	\$90.30	165034	10B REPAIR
E 001-002-520600		VEHICLE EXPENSES	(\$29.54)	165206	#12 APD
E 001-004-520620		EQUIPMENT REP & MAI	\$24.59	165241	#10 SERPENTINE BELT
E 001-004-520620		EQUIPMENT REP & MAI	\$49.26	165253	#10 BELT IDLER PULLEY
Total			\$163.10		
36635	12/26/23	CBK INC			
E 001-001-520700		RENT-CONTRACTS-MAI	\$25.60	2023-11-30-L	COLLECTION FEES NOV 2023
E 002-024-520700		RENT-CONTRACTS-MAI	\$25.60	2023-11-30-L	COLLECTION FEES NOV 2023
E 004-043-520700		RENT-CONTRACTS-MAI	\$25.60	2023-11-30-L	COLLECTION FEES NOV 2023
Total			\$76.80		
36636	12/26/23	CLEAN CUT, LLC			
E 001-011-520975		MOWING/ABATEMENT	\$65.00	3557	CODE CASE FOR MOWING @ 404 COTTAGE
Total			\$65.00		
36637	12/26/23	CORE & MAIN			
E 002-022-531060		WATER DISTRIBUTION L	\$3,116.94	T999795	WATERLINE PROJECT SUPPLIES
Total			\$3,116.94		
36638	12/26/23	EAGLE COMMUNICATIONS, INC			
E 013-131-520740		PROMOTION, ADS, MAR	\$504.00	IN-12311501	COWTOWN CHRISTMAS RADIO ADS
E 013-131-520740		PROMOTION, ADS, MAR	\$504.00	IN-12311670	COWTOWN CHRISTMAS RADIO ADS
Total			\$1,008.00		
36639	12/26/23	WONDERWARE INC			
E 002-024-520782		E-BILL FEES	\$620.15	INV-23152	NOV 2023 CC PROCESSING FEES
E 004-043-520782		E-BILL FEES	\$620.15	INV-23152	NOV 2023 CC PROCESSING FEES
Total			\$1,240.30		
36640	12/26/23	EMPOWER FAMILY HEALTH AMERICAL LC			
E 001-001-510290		EMPLOYER CONTRB TO	\$149.00	INV 121523	DEC 2023 ADMIN & MONTHLY COMPLIANCE FEES
Total			\$149.00		
36641	12/26/23	EPITOME ENTERPRISES			
E 001-001-520260		SPECIAL PROJECTS	\$2,000.00	1145	DEC 2023 LEGISLATIVE MONITORING SERVICES
Total			\$2,000.00		
36642	12/26/23	FOLEY INDUSTRIES			
E 001-004-520620		EQUIPMENT REP & MAI	\$1,076.56	PS03009018	CUTTING EDGE FOR LIGHT MATERIAL BUCKET

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Batch: 122623PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$1,076.56		
36643	12/26/23	FOUR SEASONS INC			
E 001-015-520710		CIVIC CENTER MAINTEN	\$751.00	70740	MAINT CHECK - 5 FURNACES, FILTERS, ETC
E 001-001-520610		BUILDING MAINTENANC	\$132.36	70771	BOILER MAINT & EXTENDED SUPPLY VENT
E 002-024-520610		BUILDING MAINTENANC	\$132.36	70771	BOILER MAINT & EXTENDED SUPPLY VENT
E 004-043-520610		BUILDING MAINTENANC	\$132.36	70771	BOILER MAINT & EXTENDED SUPPLY VENT
Total			\$1,148.08		
36644	12/26/23	HAMM, INC			
E 001-004-520660		ALLEY MAINTENANCE	\$1,573.66	556325	ROCK
Total			\$1,573.66		
36645	12/26/23	HAYS FIRE & RESCUE			
E 001-003-521231		FIRE EQUIPMENT	\$651.89	6801D	SCBA BRACKET FOR SEAT
Total			\$651.89		
36646	12/26/23	BRAD HOMMAN			
E 002-023-520610		BUILDING MAINTENANC	\$3,175.72	9058	ALARM SYSTEM @ WTP
E 001-003-521231		FIRE EQUIPMENT	\$449.00	9067	NEW PAGER
Total			\$3,624.72		
36647	12/26/23	HUTCHINSON COMMUNITY COLLEGE			
E 001-004-520270		TRAINING	\$2,345.00	61985	D. RHODES & R. SIMS CDL TRAINING
E 004-042-520270		TRAINING	\$2,210.00	61985	D. RHODES & R. SIMS CDL TRAINING
Total			\$4,555.00		
36648	12/26/23	JOYCELYN LUCAS RANDLE			
E 001-012-520110		LEGAL	\$250.00	STM 120623	FRIEDERICH 23-0265
E 001-012-520110		LEGAL	\$250.00	STM 120623	MARFIS 23-0314
Total			\$500.00		
36649	12/26/23	KANSAS!			
E 013-131-520740		PROMOTION, ADS, MAR	\$150.00	INV 111223	NORTH CENTRAL KS TOURISM - KANSAS MAGAZINE SPONSORSHIP
Total			\$150.00		
36650	12/26/23	KDHE BUREAU OF ENVIRON REMED			
E 005-000-520910		DUES-SUBSCRIPTIONS-	\$20.00	HPZ-5C7J-E	ABOVE GROUND STORAGE TANK PERMIT AIRPORT, YARD & WTP
E 002-023-520910		DUES-SUBSCRIPTIONS-	\$20.00	HPZ-5CXD-M	ABOVE GROUND STORAGE TANK PERMIT AIRPORT, YARD & WTP
E 001-004-520910		DUES-SUBSCRIPTIONS-	\$20.00	HPZ-5CZG-Y	ABOVE GROUND STORAGE TANK PERMIT AIRPORT, YARD & WTP
Total			\$60.00		
36651	12/26/23	KS SAMPLER FOUNDATION			
E 013-131-520741		GIFT SHOP EXPENSE	\$575.04	20144	KANSAS GUIDEBOOKS - 48
Total			\$575.04		
36652	12/26/23	KS TREASURER			
E 001-012-520810		STATE FEES	\$810.16	STM 121923	STATE COURT FEES - JULY
E 001-012-520810		STATE FEES	\$687.47	STM 121923	STATE COURT FEES - AUG

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-012-520810		STATE FEES	\$573.05	STM 121923	STATE COURT FEES - SEPT
E 001-012-520810		STATE FEES	\$1,253.60	STM 121923	STATE COURT FEES - OCT
E 001-012-520810		STATE FEES	\$830.81	STM 121923	STATE COURT FEES - NOV
		Total	\$4,155.09		
36653	12/26/23	LAMPTON WELDING SUPPLY			
E 001-004-521150		UNIFORMS & ALTERATI	\$131.04	5507144	XL LEATHER GLOVES
		Total	\$131.04		
36654	12/26/23	LINK MEDIA OUTDOOR			
E 013-131-520721		SIGN ADVERTISING	\$1,845.00	480868	6 BOARDS DEC 2023
		Total	\$1,845.00		
36655	12/26/23	LUMBER HOUSE TRUE VALUE			
E 002-023-521080		TOOLS & MINOR EQUIP	\$69.99	2312-150998	DRILL BIT
E 004-041-520651		SEWERLINE MAINTENA	\$39.31	2312-151119	SEWER MANHOLE REPAIR
E 001-004-520610		BUILDING MAINTENANC	\$8.99	2312-151239	GARAGE DOOR ROLLER
E 001-004-520610		BUILDING MAINTENANC	\$19.47	2312-151314	WATER HOSE FITTINGS
E 001-003-520610		BUILDING MAINTENANC	\$4.11	2312-151612	FLAG POLE REPAIR/BUILDING MAINT
E 001-001-520610		BUILDING MAINTENANC	\$33.97	2312-151614	FLAG POLE REPAIR/BUILDING MAINT
E 002-024-520610		BUILDING MAINTENANC	\$33.97	2312-151614	FLAG POLE REPAIR/BUILDING MAINT
E 004-043-520610		BUILDING MAINTENANC	\$33.96	2312-151614	FLAG POLE REPAIR/BUILDING MAINT
E 001-001-520610		BUILDING MAINTENANC	\$48.34	2312-152991	KEY PAD LOCK I.T. CLOSET
E 002-024-520610		BUILDING MAINTENANC	\$48.33	2312-152991	KEY PAD LOCK I.T. CLOSET
E 004-043-520610		BUILDING MAINTENANC	\$48.33	2312-152991	KEY PAD LOCK I.T. CLOSET
E 001-004-521280		CURB & GUTTER REPAI	\$37.96	2312-153166	CONCRETE MIX
E 004-042-520610		BUILDING MAINTENANC	\$34.98	2312-154155	BALL VALVE
E 003-000-520610		BUILDING MAINTENANC	\$31.11	2312-154278	ELECTRICAL PARTS
		Total	\$492.82		
36656	12/26/23	MARSH, RON			
E 001-001-520280		TRAVEL-MEETINGS & C	\$120.52	STM 121223	MILEAGE LGN MANAGER'S ROUNDTABLE WICHITA
E 001-001-520280		TRAVEL-MEETINGS & C	\$111.35	STM 121523	MILEAGE KMIT BOARD MEETING WICHITA
		Total	\$231.87		
36657	12/26/23	MEMORIAL HOSPITAL			
E 001-012-520960		PRISONER CARE	\$37.14	MVMU17277	STILSON BILL 23-0308
		Total	\$37.14		
36658	12/26/23	MIDWEST CONCRETE MATERIALS			
E 008-000-530365		FRIENDS OF THE PARK	\$416.00	643233	FRIENDS OF THE PARK - ST. REPAIR 3RD & CAMPBELL & 4TH & MULBERRY
E 002-022-520640		STREET REPAIRS	\$339.00	64334	FRIENDS OF THE PARK - ST. REPAIR 3RD & CAMPBELL & 4TH & MULBERRY
E 002-022-520640		STREET REPAIRS	\$420.00	643531	FRIENDS OF THE PARK - ST. REPAIR 3RD & CAMPBELL & 4TH & MULBERRY
		Total	\$1,175.00		
36659	12/26/23	MOMENTUM VBC			
E 015-153-520780		REFUND EXPENSE	\$150.00	63539437	11S TOURNEY REFUND

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$150.00		
36660	12/26/23	INVORG INC			
E 001-011-520705		SOFTWARE SUBSCRIPT	\$1,422.00	1353	NOV 2023 MONTHLY SOFTWARE SUBSCRIPTION
Total			\$1,422.00		
36661	12/26/23	NEAL, DEVIN			
E 001-003-520270		TRAINING	\$119.21	STM 121123	MIILEAGE FIRE ACADEMY HUTCHINSON
Total			\$119.21		
36662	12/26/23	NEW BOSTON CREATIVE GROUP, LLC			
E 013-131-520740		PROMOTION, ADS, MAR	\$192.50	2189	DOMAIN REGISTRATION, RRS FEED, GRAPHIC DESIGN
E 013-131-520910		DUES-SUBSCRIPTIONS-	\$575.00	2216	ABILENE KANSAS WEBSITE HOSTING
Total			\$767.50		
36663	12/26/23	OCCK INC.			
E 003-000-520490		OCCK SERVICES	\$6,166.67	125263	NOV 2023 SERVICE @ RECYCLE CENTER
Total			\$6,166.67		
36664	12/26/23	OCCUPATIONAL PERFORMANCE CORP.			
E 001-004-520425		PHYS CAP/DRUG SCR/B	\$74.50	170121	DRUG/STRENGTH ANDERSON/DOT US CLARK & ALVAREZ
E 002-022-520425		PHYS CAP/DRUG SCR/B	\$74.50	170121	DRUG/STRENGTH ANDERSON/DOT US CLARK & ALVAREZ
E 004-042-520425		PHYS CAP/DRUG SCR/B	\$47.00	170121	DRUG/STRENGTH ANDERSON/DOT US CLARK & ALVAREZ
E 001-001-520425		PHYS CAP/DRUG SCR/B	\$15.67	170121	DRUG/STRENGTH ANDERSON/DOT US CLARK & ALVAREZ
E 002-024-520425		PHYS CAP/DRUG SCR/B	\$15.67	170121	DRUG/STRENGTH ANDERSON/DOT US CLARK & ALVAREZ
E 004-043-520425		PHYS CAP/DRUG SCR/B	\$15.66	170121	DRUG/STRENGTH ANDERSON/DOT US CLARK & ALVAREZ
Total			\$243.00		
36665	12/26/23	OLSSON			
E 014-000-520140		ENGINEERING	\$5,795.98	480443	GENERAL ENGINEERING
E 014-000-531190		CCLIP	\$5,811.60	480444	CCLIP PROJECT
Total			\$11,607.58		
36666	12/26/23	OPTIV SECURITY INC.			
E 001-002-530390		POLICE EQUIPMENT	\$712.27	INV-1002585	TOKENS
Total			\$712.27		
36667	12/26/23	OREILLY			
E 001-004-520620		EQUIPMENT REP & MAI	\$96.71	1937-227531	#06C STEERING WHEEL REPAIR
E 001-004-520620		EQUIPMENT REP & MAI	\$38.79	1937-227619	#10 BELT TENSIONER
Total			\$135.50		
36668	12/26/23	PACE ANALYTICAL SERVICES			
E 004-042-520210		LAB ANALYSIS & EQUIP	\$477.80	2360197396	SUSPENDED SOLIDS
Total			\$477.80		

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
36669	12/26/23	PICKING, MARK			
E 050-000-520290		COURT BOND REFUND	\$90.00	STM 121123	MARK PICKING 23-0042 BOND REFUND
		Total	\$90.00		
36670	12/26/23	PIONEER FARM INC			
E 001-001-520900		QUALITY OF LIFE COALI	\$113.85	641591	FENCE TIES-DOG PARK
E 004-041-521080		TOOLS & MINOR EQUIP	\$11.99	641713	SAWZAL BLADE
E 001-004-521080		TOOLS & MINOR EQUIP	\$19.99	641822	TORCH
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$89.99	642514	2 CYCLE FUEL
E 002-022-520661		WATER LINE MAINTENA	\$41.55	642533	PVC ADAPTER, DUCT TAPE
E 001-004-521080		TOOLS & MINOR EQUIP	\$17.45	642649	GRINDER CUTTING WHEEL
E 014-000-531190		CCLIP	\$30.98	642827	RETAINING WALL DRAINAGE PIPE
		Total	\$325.80		
36671	12/26/23	PITTMAN, MELODY			
E 013-131-520740		PROMOTION, ADS, MAR	\$579.00	INV111523	SOUTHERN TRAVEL EXPLORE-TRAVEL WRITERS CONFERENCE
		Total	\$579.00		
36672	12/26/23	QUADIENT, INC			
E 001-001-520220		POSTAGE & METER RE	\$23.00	60659743	POSTAGE METER RENTAL 1/3-4/2/24
E 002-024-520220		POSTAGE & METER RE	\$23.00	60659743	POSTAGE METER RENTAL 1/3-4/2/24
E 004-043-520220		POSTAGE & METER RE	\$23.00	60659743	POSTAGE METER RENTAL 1/3-4/2/24
E 001-002-520220		POSTAGE & METER RE	\$13.80	60659743	POSTAGE METER RENTAL 1/3-4/2/24
E 001-003-520220		POSTAGE & METER RE	\$1.38	60659743	POSTAGE METER RENTAL 1/3-4/2/24
E 001-008-520220		POSTAGE & METER RE	\$20.70	60659743	POSTAGE METER RENTAL 1/3-4/2/24
E 001-011-520220		POSTAGE & METER RE	\$16.56	60659743	POSTAGE METER RENTAL 1/3-4/2/24
E 001-012-520220		POSTAGE & METER RE	\$5.52	60659743	POSTAGE METER RENTAL 1/3-4/2/24
E 015-151-520220		POSTAGE & METER RE	\$11.04	60659743	POSTAGE METER RENTAL 1/3-4/2/24
		Total	\$138.00		
36673	12/26/23	RHODES, DUSTIN			
E 001-004-520270		TRAINING	\$8.24	STM 121223	MEAL CDL TRAINING
		Total	\$8.24		
36674	12/26/23	SALINA SUPPLY CO			
E 002-022-520661		WATER LINE MAINTENA	\$25.67	S100255504.	COUPLINGS
E 002-022-520661		WATER LINE MAINTENA	\$537.82	S100255907.	CLAMPS
		Total	\$563.49		
36675	12/26/23	SEASONAL LIGHT DESIGNS			
E 001-001-520260		SPECIAL PROJECTS	\$61.42	2023-222	BLUE XMAS BULBS
		Total	\$61.42		
36676	12/26/23	SMOKY HILL, LLC			
E 014-000-520140		ENGINEERING	\$73,421.93	APP #4	PROJECT #019-10830 14TH STREET
		Total	\$73,421.93		
36677	12/26/23	JOHN STEINER			
E 004-041-520970		MISCELLANEOUS SERVI	\$18.00	STM 121823	CLD RENEWAL

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Total			\$18.00		
36678	12/26/23	SUNSET LAW ENFORCEMENT			
E 001-002-521230		AMMUNITION / RANGE S	\$875.80	0009114-IN	AMMUNITION
Total			\$875.80		
36679	12/26/23	SURFACE SYSTEMS & INSTURMENTS, INC			
E 001-004-520600		VEHICLE EXPENSES	\$2,270.00	2312181	GPS-DMI 2 PUBLIC WORKS/1 INSPECTION
E 001-011-520600		VEHICLE EXPENSES	\$1,135.00	2312181	GPS-DMI 2 PUBLIC WORKS/1 INSPECTION
Total			\$3,405.00		
36680	12/26/23	TAYLOR, AMY			
E 015-153-520780		REFUND EXPENSE	\$35.00	63369734	REFUND YOUTH BASKETBALL
Total			\$35.00		
36681	12/26/23	THRASHER, INC			
E 001-005-520641		LEVEE AND CHANNEL R	\$3,577.64	STM 110723	SIDEWALK REPAIRS 1ST & 3RD STREET BRIDGES
Total			\$3,577.64		
36682	12/26/23	KELLEE TIMBROOK			
E 015-151-520600		VEHICLE EXPENSES	\$44.54	STM 121923	MILEAGE
Total			\$44.54		
36683	12/26/23	US POST OFFICE			
E 002-024-520220		POSTAGE & METER RE	\$773.10	STM 123123	REGULAR BILLING JAN 2024
E 004-043-520220		POSTAGE & METER RE	\$773.10	STM 123123	REGULAR BILLING JAN 2024
E 003-000-520320		PRINTING & ADVERTISI	\$171.80	STM 123123	REGULAR BILLING JAN 2024
Total			\$1,718.00		
36684	12/26/23	VANDERBILT'S NO. 4, INC			
E 002-023-521150		UNIFORMS & ALTERATI	\$99.99	687884	M. BLACKETER BOOTS
Total			\$99.99		
36685	12/26/23	VISA - UMB ADMINISTRATION			
E 001-001-520270		TRAINING	\$66.84	STM 120123	KSGFOA CONF
E 002-024-520270		TRAINING	\$66.82	STM 120123	KSGFOA CONF
E 004-043-520270		TRAINING	\$66.82	STM 120123	KSGFOA CONF
E 001-001-521010		OFFICE SUPPLIES	\$29.31	STM 120123	TOILET PAPER
E 002-024-521010		OFFICE SUPPLIES	\$29.31	STM 120123	TOILET PAPER
E 004-043-521010		OFFICE SUPPLIES	\$29.31	STM 120123	TOILET PAPER
E 001-001-521010		OFFICE SUPPLIES	\$5.58	STM 120123	PENS
E 002-024-521010		OFFICE SUPPLIES	\$5.58	STM 120123	PENS
E 004-043-521010		OFFICE SUPPLIES	\$5.58	STM 120123	PENS
E 001-001-520280		TRAVEL-MEETINGS & C	\$25.55	STM 120123	RON CPM LUNCH NEWTON
E 001-001-520800		AWARDS & CONTRIBUTI	\$60.47	STM 120123	PLAQUE DEE MARSHALL
E 002-022-520510		ELECTRIC SERVICE	\$124.23	STM 120123	ELECTRIC @ WATER TOWER, CLR GARTEN & RUSSELL STOVER
E 001-001-520270		TRAINING	\$6.46	STM 120123	DINNER CCMFOA INSTITUTE
E 002-024-520270		TRAINING	\$6.46	STM 120123	DINNER CCMFOA INSTITUTE
E 004-043-520270		TRAINING	\$6.45	STM 120123	DINNER CCMFOA INSTITUTE

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E 001-001-520280		TRAVEL-MEETINGS & C	\$111.34	STM 120123	LUNCH W/DENISON, TX PARTNERS - EISENHOWER
E 001-001-520270		TRAINING	\$4.97	STM 120123	LUNCH CCMFOA
E 002-024-520270		TRAINING	\$4.97	STM 120123	LUNCH CCMFOA
E 004-043-520270		TRAINING	\$4.97	STM 120123	LUNCH CCMFOA
E 001-001-520270		TRAINING	\$133.27	STM 120123	CCMFOA CONF HOTEL
E 002-024-520270		TRAINING	\$133.27	STM 120123	CCMFOA CONF HOTEL
E 004-043-520270		TRAINING	\$133.26	STM 120123	CCMFOA CONF HOTEL
E 001-015-520710		CIVIC CENTER MAINTEN	\$50.97	STM 120123	DIMMABLE LIGHTS
E 001-003-520610		BUILDING MAINTENANC	\$195.98	STM 120123	OUTDOOR LIGHT
E 001-001-520910		DUES-SUBSCRIPTIONS-	\$93.26	STM 120123	BOOKS FOR DIRECTORS
E 002-024-520910		DUES-SUBSCRIPTIONS-	\$93.22	STM 120123	BOOKS FOR DIRECTORS
E 004-043-520910		DUES-SUBSCRIPTIONS-	\$93.22	STM 120123	BOOKS FOR DIRECTORS
E 001-001-520320		PRINTING & ADVERTISI	(\$3.14)	STM 120123	VISTAPRINT TAX REFUND
E 002-024-520320		PRINTING & ADVERTISI	(\$3.14)	STM 120123	VISTAPRINT TAX REFUND
E 004-043-520320		PRINTING & ADVERTISI	(\$3.14)	STM 120123	VISTAPRINT TAX REFUND
E 001-001-520320		PRINTING & ADVERTISI	\$40.14	STM 120123	PERSONALIZED CARDS FOR CM
E 002-024-520320		PRINTING & ADVERTISI	\$40.12	STM 120123	PERSONALIZED CARDS FOR CM
E 004-043-520320		PRINTING & ADVERTISI	\$40.12	STM 120123	PERSONALIZED CARDS FOR CM
E 001-001-520705		SOFTWARE SUBSCRIPT	\$33.00	STM 120123	MONTHLY BASECAMP FEE
E 002-024-520705		SOFTWARE SUBSCRIPT	\$33.00	STM 120123	MONTHLY BASECAMP FEE
E 004-043-520705		SOFTWARE SUBSCRIPT	\$33.00	STM 120123	MONTHLY BASECAMP FEE
E 001-001-520705		SOFTWARE SUBSCRIPT	\$39.96	STM 120123	QR CODE GENERATOR APPLICATION
E 002-024-520705		SOFTWARE SUBSCRIPT	\$39.96	STM 120123	QR CODE GENERATOR APPLICATION
E 004-043-520705		SOFTWARE SUBSCRIPT	\$39.96	STM 120123	QR CODE GENERATOR APPLICATION
E 001-001-520910		DUES-SUBSCRIPTIONS-	\$30.00	STM 120123	2023 KMAAG DOWNLOAD
E 002-024-520910		DUES-SUBSCRIPTIONS-	\$30.00	STM 120123	2023 KMAAG DOWNLOAD
E 004-043-520910		DUES-SUBSCRIPTIONS-	\$30.00	STM 120123	2023 KMAAG DOWNLOAD
E 001-001-530320		OFFICE EQUIPMENT & F	\$2,249.99	STM 120123	CONFERENCE TABLE & CHAIRS
E 002-024-530320		OFFICE EQUIPMENT & F	\$2,249.99	STM 120123	CONFERENCE TABLE & CHAIRS
E 004-043-530320		OFFICE EQUIPMENT & F	\$2,250.00	STM 120123	CONFERENCE TABLE & CHAIRS
E 001-001-521010		OFFICE SUPPLIES	\$21.84	STM 120123	RED & GREEN ENVELOPES/BINDERS/FOLDERS
E 002-024-521010		OFFICE SUPPLIES	\$21.84	STM 120123	RED & GREEN ENVELOPES/BINDERS/FOLDERS
E 004-043-521010		OFFICE SUPPLIES	\$21.84	STM 120123	RED & GREEN ENVELOPES/BINDERS/FOLDERS
Total			\$8,822.81		
36686	12/26/23	VISA - UMB AIRPORT			
E 005-000-520520		TELEPHONE / INTERNE	\$16.85	STM 120123	INTERNET FOR AWOS
E 005-000-520520		TELEPHONE / INTERNE	\$117.70	STM 120123	INTERNET FOR OFFICE COMPUTER
Total			\$134.55		
36687	12/26/23	VISA - UMB COMMUNITY DEVELOP			
E 001-011-520270		TRAINING	\$19.55	STM 120123	SUPPER @ CONFERENCE
E 001-011-520270		TRAINING	\$14.45	STM 120123	DINNER @ DERBY CONFERENCE
E 001-008-521010		OFFICE SUPPLIES	\$126.06	STM 120123	CHRISTMAS DÉCOR @ COMM. DEVEL.
E 001-011-520270		TRAINING	\$0.75	STM 120123	TOLL
E 001-011-520270		TRAINING	\$9.22	STM 120123	LUNCH AT CONFERENCE
E 001-011-521010		OFFICE SUPPLIES	\$31.99	STM 120123	BAG

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E 001-011-520270		TRAINING	\$213.84	STM 120123	HOTEL CONFERENCE
E 001-008-520705		SOFTWARE SUBSCRIPT	\$21.69	STM 120123	ABODE ACROBAT PRO SUBSCRIPTION
E 001-011-521080		TOOLS & MINOR EQUIP	\$517.97	STM 120123	TOOLS FOR INSP TRUCK
E 001-011-521010		OFFICE SUPPLIES	\$42.00	STM 120123	STAPLER
E 001-008-521010		OFFICE SUPPLIES	\$78.78	STM 120123	HOLIDAY DÉCOR FOR OFFICE
E 001-008-521010		OFFICE SUPPLIES	\$95.84	STM 120123	HOLIDAY DÉCOR & VACUUM FOR OFFICE
E 001-011-521010		OFFICE SUPPLIES	\$99.52	STM 120123	OFFICE SUPPLIES
E 001-008-521010		OFFICE SUPPLIES	\$109.98	STM 120123	HOLIDAY DÉCOR FOR OFFICE
E 001-008-521010		OFFICE SUPPLIES	(\$37.44)	STM 120123	REFUND HOLIDAY DÉCOR
E 020-000-530396		INSPECTION EQUIPMEN	\$322.49	STM 120123	LAPTOP TABLE FOR 2023 CHEVY INSP TRUCK
E 001-011-520970		MISCELLANEOUS SERVI	\$35.91	STM 120123	KNIT HATS
E 001-011-520970		MISCELLANEOUS SERVI	\$35.91	STM 120123	KNIT HATS
		Total	\$1,738.51		
36688	12/26/23	VISA - UMB CVB			
E 013-131-520740		PROMOTION, ADS, MAR	\$75.00	STM 120123	LOGO ASSISTANCE
E 001-015-530380		MISCELLANEOUS	\$116.63	STM 120123	MAYOR'S HOLIDAY TREE LIGHTING SUPPLIES
E 013-131-520220		POSTAGE & METER RE	\$3.75	STM 120123	POSTAGE VISITOR INFO REQUESTS
E 013-131-520740		PROMOTION, ADS, MAR	\$100.00	STM 120123	SOCIAL MEDIA ADS
E 001-015-530380		MISCELLANEOUS	\$785.32	STM 120123	SUPPLIES FOR MAYOR'S TREE LIGHTING
E 001-001-520520		TELEPHONE / INTERNE	\$49.00	STM 120123	MONTHLY FEE TO STREAM CITY COMMIS MEETING
E 013-131-520740		PROMOTION, ADS, MAR	\$68.10	STM 120123	COFFE/BREAKFAST ITEMS FOR OVERNIGHT GROUP
E 001-015-530380		MISCELLANEOUS	\$17.91	STM 120123	KEYS
E 013-131-520220		POSTAGE & METER RE	\$58.80	STM 120123	POSTAGE VISITOR INFO REQUESTS
E 013-131-520740		PROMOTION, ADS, MAR	\$100.00	STM 120123	SOCIAL MEDIA ADS
E 013-131-520270		TRAINING	\$18.52	STM 120123	LUNCH @ KS I-70 ASSOC. RETREAT
E 013-131-520740		PROMOTION, ADS, MAR	\$100.00	STM 120123	SOCIAL MEDIA ADS COWTOWN CHRISTMAS
E 013-131-520220		POSTAGE & METER RE	\$7.50	STM 120123	POSTAGE VISITOR INFO REQUESTS
E 013-131-520740		PROMOTION, ADS, MAR	\$1,000.00	STM 120123	PINK FRIDAY SHIRTS
E 013-131-520740		PROMOTION, ADS, MAR	\$100.00	STM 120123	SOCIAL MEDIA ADS COWTOWN CHRISTMAS
E 013-131-520740		PROMOTION, ADS, MAR	\$100.00	STM 120123	SOCIAL MEDIA ADS COWTOWN CHRISTMAS
E 013-131-520740		PROMOTION, ADS, MAR	\$37.99	STM 120123	WLBB FEATURED ON BOOK COVER
E 013-131-520220		POSTAGE & METER RE	\$3.75	STM 120123	POSTAGE VISITOR INFO REQUESTS
E 013-131-520740		PROMOTION, ADS, MAR	\$99.74	STM 120123	SOCIAL MEDIA ADS COWTOWN CHRISTMAS
E 013-131-520740		PROMOTION, ADS, MAR	\$100.00	STM 120123	SOCIAL MEDIA ADS COWTOWN CHRISTMAS
E 013-131-520740		PROMOTION, ADS, MAR	\$100.00	STM 120123	SOCIAL MEDIA ADS COWTOWN CHRISTMAS
E 013-131-520740		PROMOTION, ADS, MAR	\$79.99	STM 120123	SSL CERTIFICATE
E 013-131-520220		POSTAGE & METER RE	\$43.69	STM 120123	POSTAGE VISITOR INFO REQUESTS
E 001-015-530380		MISCELLANEOUS	\$192.11	STM 120123	SUPPLIES COWTOWN CHRISTMAS/LITTLE IKE PARK/SANTA
E 013-131-520910		DUES-SUBSCRIPTIONS-	\$60.00	STM 120123	CUSTOM QT CODE GENERATOR & TRACKING RENEWAL
E 013-131-520740		PROMOTION, ADS, MAR	\$100.00	STM 120123	SOCIAL MEDIA ADS COWTOWN CHRISTMAS
E 013-131-520740		PROMOTION, ADS, MAR	\$100.00	STM 120123	SOCIAL MEDIA ADS COWTOWN CHRISTMAS
E 013-131-520740		PROMOTION, ADS, MAR	\$38.35	STM 120123	SOCIAL MEDIA ADS COWTOWN CHRISTMAS
		Total	\$3,656.15		
36689	12/26/23	VISA - UMB FIRE DEPT			
E 001-003-520270		TRAINING	\$15.03	STM 120123	MEAL @ TRAINING

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Batch: 122623PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-003-520270		TRAINING	\$143.21	STM 120123	HOTEL & BREAKFAST @ CHIEFS CONF
E 001-003-520270		TRAINING	\$194.51	STM 120123	FIRE ACADEMY FOOD
E 001-003-520270		TRAINING	\$104.00	STM 120123	NREMT TESTING APPLICATION
E 001-003-520610		BUILDING MAINTENANC	\$39.15	STM 120123	NEW SINK DRAIN
E 001-003-521231		FIRE EQUIPMENT	\$68.30	STM 120123	AIR SWITCH FOR RESCUE TRUCK
E 001-003-520270		TRAINING	\$8.35	STM 120123	FIRE ACADEMY LUNCH W/GROUP
E 001-003-520610		BUILDING MAINTENANC	\$189.96	STM 120123	SINA & FAUCET FOR TRUCK ROOM & WORK LIGHTS
E 001-003-520270		TRAINING	\$8.57	STM 120123	FIRE ACADEMY BREAKFAST W/BOB
E 001-003-520270		TRAINING	\$90.00	STM 120123	FIRE CERTIFICATE FEE
E 001-003-521231		FIRE EQUIPMENT	\$134.64	STM 120123	SCBA SEAT BRACKET FOR E-34
E 001-003-521231		FIRE EQUIPMENT	\$48.99	STM 120123	COOLER FOR BOTTLED WATER ON R1
E 001-003-520270		TRAINING	\$15.69	STM 120123	FIRE ACADEMY AIR BNB NEEDS
E 001-003-521231		FIRE EQUIPMENT	\$19.84	STM 120123	TOOL MOUNTING
E 001-003-521231		FIRE EQUIPMENT	\$9.39	STM 120123	REPLACE HEADLAMP
E 001-003-520270		TRAINING	\$21.32	STM 120123	DINNER WITH GROUP FIRE ACADEMY
E 001-003-521231		FIRE EQUIPMENT	\$27.36	STM 120123	CHARGED FOR WRONG BATTERIES FOR R1
E 001-003-520270		TRAINING	\$38.97	STM 120123	DONUTS FOR RAILROAD RESPONSE TRAINING
E 001-003-520270		TRAINING	\$24.67	STM 120123	PROJECTOR IMAGE CABLES
E 001-003-520120		MEDICAL SUPPLIES	\$160.35	STM 120123	RESTOCK MEDICAL GLOVES
E 001-003-521231		FIRE EQUIPMENT	\$27.98	STM 120123	WIPER BLADES R1
E 001-003-521231		FIRE EQUIPMENT	\$11.20	STM 120123	AIR TANK COUPLING FOR E-31
E 001-003-520610		BUILDING MAINTENANC	\$48.27	STM 120123	PAINT TOOLS ON THE TRUCKS
E 001-003-521060		GASOLINE-OIL-LUBRICA	\$45.98	STM 120123	PRE-MIXED FUEL & LIGHT BULBS
E 001-003-520610		BUILDING MAINTENANC	\$7.99	STM 120123	PRE-MIXED FUEL & LIGHT BULBS
E 001-003-521231		FIRE EQUIPMENT	\$159.00	STM 120123	3/8 CORDLESS IMPACT
E 001-003-521231		FIRE EQUIPMENT	(\$6.54)	STM 120123	REFUND SALES TAX
E 001-003-521231		FIRE EQUIPMENT	\$83.45	STM 120123	PLIERS & TORX BIT SOCKET SET
Total			\$1,739.63		
36690	12/26/23	VISA - UMB MUNICIPAL COURT			
E 001-002-530390		POLICE EQUIPMENT	\$22.98	STM 120123	PHONE CASE FOR 216
Total			\$22.98		
36691	12/26/23	VISA - UMB PARKS			
E 015-153-522320		TOURNAMENT SUPPLIE	\$14.00	STM 120123	USA BRACKGROUND-VB TOURNEY
E 015-153-522320		TOURNAMENT SUPPLIE	\$16.00	STM 120123	HOA SAFESPORT FEE
E 015-153-522320		TOURNAMENT SUPPLIE	\$25.00	STM 120123	VB TOURNEY SAFESPORT
E 001-013-521080		TOOLS & MINOR EQUIP	\$59.96	STM 120123	FLAGS
E 015-157-520610		BUILDING MAINTENANC	\$185.98	STM 120123	1 REPLACEMENT TAYLOR JUNIPER @ CITY HALL
E 001-001-520610		BUILDING MAINTENANC	\$104.99	STM 120123	1 REPLACEMENT TAYLOR JUNIPER @ CITY HALL
E 015-153-522320		TOURNAMENT SUPPLIE	\$300.00	STM 120123	HOA VB TOURNAMENT SANCTION FEES
E 001-006-521010		OFFICE SUPPLIES	\$9.98	STM 120123	CLAENDARS
E 015-157-520610		BUILDING MAINTENANC	\$15.92	STM 120123	KEYS
E 008-000-530365		FRIENDS OF THE PARK	\$231.80	STM 120123	GRUEN MEMORIAL PLAQUE
E 008-000-530365		FRIENDS OF THE PARK	\$439.13	STM 120123	HAGUE & LITKE MEMORIAL PLAQUES
E 008-000-530365		FRIENDS OF THE PARK	\$655.54	STM 120123	GRUEN MEMORIAL BENCH
E 001-006-520620		EQUIPMENT REP & MAI	\$38.97	STM 120123	SEA FOAM FOR MOTORS

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-006-521160		LAWN & GARDEN SUPP	\$129.99	STM 120123	DOG WASTE BAGS
E 001-004-520610		BUILDING MAINTENANC	\$670.26	STM 120123	JANITORIAL SUPPLIES
E 001-006-520610		BUILDING MAINTENANC	\$21.58	STM 120123	ZIP TIES FOR LIGHTS
E 001-006-521160		LAWN & GARDEN SUPP	\$2.59	STM 120123	PLUG FOR IRRIGATION
E 001-006-521080		TOOLS & MINOR EQUIP	\$13.99	STM 120123	DRILL BIT
E 001-006-521160		LAWN & GARDEN SUPP	\$13.50	STM 120123	CHRISTMAS DECORATIONS
E 008-000-530365		FRIENDS OF THE PARK	\$254.85	STM 120123	DRIP SYSTEM IN PARK
E 001-006-520600		VEHICLE EXPENSES	\$15.60	STM 120123	TRUCK REPAIR
E 008-000-530365		FRIENDS OF THE PARK	\$45.41	STM 120123	DRIPY SYSTEM ITEMS FOR MEMORIAL FLOWER BED
E 001-001-520870		TREE BOARD	\$500.00	STM 120123	5 NEW TREES FOR BI PARK
E 008-000-530365		FRIENDS OF THE PARK	\$61.21	STM 120123	DRIP SYSTEM ITEMS FOR MEMORIAL BED
E 001-006-521161		TREE MAINTENANCE	\$47.90	STM 120123	MULCH FOR NEW TREES
E 015-151-521010		OFFICE SUPPLIES	\$11.89	STM 120123	DESK CALENDAR
E 015-151-521010		OFFICE SUPPLIES	\$257.78	STM 120123	PAPER & OFFICE SUPPLIES
E 001-006-520610		BUILDING MAINTENANC	\$38.97	STM 120123	ZIP TIES FOR CHRISTMAS LIGHTS
E 015-153-522900		SPECIAL EVENTS	\$18.75	STM 120123	BREAKFAST W/SANTA
E 001-006-520620		EQUIPMENT REP & MAI	\$35.97	STM 120123	SEA FOAM FOR EQUIPMENT
E 015-157-520970		MISCELLANEOUS SERVI	\$50.94	STM 120123	BREAKFAST W/SANTA/TRASH BAGS & FORKS
E 015-153-522900		SPECIAL EVENTS	\$31.12	STM 120123	BREAKFAST W/SANTA/TRASH BAGS & FORKS
E 015-156-523770		COMMUNITY EDUCATIO	\$66.36	STM 120123	PCKLEBALLS
E 001-006-520620		EQUIPMENT REP & MAI	\$22.20	STM 120123	REPAIR OF CHRISTMAS DÉCOR @ LITTLE IKE PARK
E 015-153-522900		SPECIAL EVENTS	\$55.95	STM 120123	BREAKFAST W/SANTA
		Total	\$4,464.08		
36692	12/26/23	VISA - UMB POLICE DEPT			
E 001-002-520320		PRINTING & ADVERTISI	\$64.29	STM 120123	FUNDRAISER WREATH PER CHIEF
E 001-002-520600		VEHICLE EXPENSES	\$15.00	STM 120123	CAR WASH 12
E 001-002-520600		VEHICLE EXPENSES	\$13.00	STM 120123	CAR WASH
E 001-002-520320		PRINTING & ADVERTISI	\$22.78	STM 120123	WREATH DECORATION PER CHIEF
E 001-002-520600		VEHICLE EXPENSES	\$15.00	STM 120123	CAR WASH 4
E 001-002-530390		POLICE EQUIPMENT	\$308.09	STM 120123	HOLSTER & LIGHT APPROVED BY 202
E 001-002-521010		OFFICE SUPPLIES	\$41.95	STM 120123	STICKY NOTES & COFFEE CREAMER
E 001-002-520930		K9 EQUIPMENT MAINT	\$100.00	STM 120123	BOARDING FOR K9 ADDIE
E 001-002-520600		VEHICLE EXPENSES	\$213.48	STM 120123	VEHICLE EXPENSES
E 001-002-520600		VEHICLE EXPENSES	\$11.00	STM 120123	CAR WASH 9
E 001-002-521010		OFFICE SUPPLIES	\$5.99	STM 120123	BIG PAPER CLIPS
E 001-002-520270		TRAINING	\$33.82	STM 120123	LUNCH TRAINING
E 001-002-521010		OFFICE SUPPLIES	\$27.10	STM 120123	PENS
E 001-002-521060		GASOLINE-OIL-LUBRICA	\$36.89	STM 120123	FUEL TRAINING
E 001-002-521010		OFFICE SUPPLIES	(\$27.10)	STM 120123	PENS REFUND
E 001-002-520270		TRAINING	\$11.33	STM 120123	TRAINING LUNCH 210
E 001-002-520270		TRAINING	\$9.75	STM 120123	TRAINING LUNCH 210
E 001-002-520270		TRAINING	\$16.31	STM 120123	TRAINING DINNER 210
E 001-002-520600		VEHICLE EXPENSES	\$5.27	STM 120123	REPAIR PARTS CAR 6
E 001-002-521010		OFFICE SUPPLIES	\$3.59	STM 120123	OFFICE SUPPLIES
E 001-002-521040		JANITOR SUPPLIES	\$34.10	STM 120123	SUPPLIES FOR PD SHED
E 001-002-520270		TRAINING	\$4.05	STM 120123	TRAINING MEAL 210
E 001-002-520270		TRAINING	\$152.57	STM 120123	HOTEL TRAINING 210

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-002-521040		JANITOR SUPPLIES	\$44.44	STM 120123	PAPER TOWELS & POST ITS
E 001-002-521010		OFFICE SUPPLIES	\$48.14	STM 120123	PENS & WREATH HOLDER
E 001-002-521040		JANITOR SUPPLIES	\$38.97	STM 120123	SUPPLIES FOR PD SHED
E 001-002-520600		VEHICLE EXPENSES	\$13.00	STM 120123	CAR WASH
E 001-002-520270		TRAINING	\$240.00	STM 120123	TRAINING 212
E 001-002-521010		OFFICE SUPPLIES	\$13.98	STM 120123	BLUE CHRISTMAS LIGHTS
E 001-002-520600		VEHICLE EXPENSES	\$15.00	STM 120123	WASH
E 001-002-521150		UNIFORMS & ALTERATI	\$120.00	STM 120123	2 1/4 ZIP TOPS
		Total	\$1,651.79		
36693	12/26/23	VISA - UMB PUBLIC WORKS			
E 002-023-520190		EXAMINATIONS & LICEN	\$20.00	STM 120123	JAY - LICENSE
E 001-004-520270		TRAINING	\$17.18	STM 120123	LUNCH - CDL TRAINING
E 004-042-520270		TRAINING	\$17.18	STM 120123	LUNCH - CDL TRAINING
E 001-005-521080		TOOLS & MINOR EQUIP	\$16.99	STM 120123	LED LIGHTS, SEAT PROTECTORS & 2024 PLANNER
E 001-005-520620		EQUIPMENT REP & MAI	\$26.99	STM 120123	LED LIGHTS, SEAT PROTECTORS & 2024 PLANNER
E 002-022-521010		OFFICE SUPPLIES	\$55.97	STM 120123	LED LIGHTS, SEAT PROTECTORS & 2024 PLANNER
E 001-004-520270		TRAINING	\$12.24	STM 120123	LUNCH - CDL TRAINING
E 004-042-520270		TRAINING	\$12.24	STM 120123	LUNCH - CDL TRAINING
E 004-042-520610		BUILDING MAINTENANC	\$50.80	STM 120123	WATER. BLEACH
E 001-004-520270		TRAINING	\$13.75	STM 120123	DL - DUSTIN RHODES
E 004-042-520270		TRAINING	\$13.75	STM 120123	DL - BOB SIMS
E 001-004-520270		TRAINING	\$18.11	STM 120123	LUNCH - CDL TRAINING
E 004-042-520270		TRAINING	\$14.10	STM 120123	LUNCH - CDL TRAINING
E 001-004-520270		TRAINING	\$17.76	STM 120123	LUNCH - CDL TRAINING
E 004-042-520270		TRAINING	\$17.76	STM 120123	LUNCH - CDL TRAINING
E 004-042-520270		TRAINING	\$19.77	STM 120123	LUNCH - CDL TRAINING
E 001-004-520270		TRAINING	\$17.27	STM 120123	LUNCH - CDL TRAINING
E 002-022-521080		TOOLS & MINOR EQUIP	\$35.90	STM 120123	FILE FOLDERS & FLASH DRIVE
E 004-041-520970		MISCELLANEOUS SERVI	\$22.98	STM 120123	TOILET PAPER
E 002-022-521080		TOOLS & MINOR EQUIP	\$37.88	STM 120123	COMPRESSED AIR
E 001-004-520270		TRAINING	\$16.13	STM 120123	CDL TRAINING MEALS
E 004-042-520270		TRAINING	\$17.14	STM 120123	CDL TRAINING MEALS
E 001-001-520800		AWARDS & CONTRIBUTI	\$39.60	STM 120123	TO BE REIMB BY AAKC
E 001-001-520800		AWARDS & CONTRIBUTI	\$4.59	STM 120123	TO BE REIMB BY AAKC
E 001-001-520800		AWARDS & CONTRIBUTI	\$16.82	STM 120123	TO BE REIMB BY AAKC
E 002-023-520670		WELL MAINTENANCE	\$49.95	STM 120123	NO TRESPASSING SIGNS
E 001-004-520620		EQUIPMENT REP & MAI	\$200.00	STM 120123	DOOR FOR DRIVER SIDE OF 02 REPAIR
E 001-004-520600		VEHICLE EXPENSES	\$218.04	STM 120123	SOFTWARE SUBSCRIPTION FOR EQUIP MAINT
E 004-041-520970		MISCELLANEOUS SERVI	\$314.55	STM 120123	BLUE & GREEN MARKING PAINT
E 001-004-520270		TRAINING	\$18.40	STM 120123	CDL TRAINING MEALS
E 004-042-520270		TRAINING	\$18.39	STM 120123	CDL TRAINING MEALS
E 004-041-521010		OFFICE SUPPLIES	\$44.99	STM 120123	J. STEINER KEYBOARD & MOUSE
E 002-023-521010		OFFICE SUPPLIES	\$5.00	STM 120123	CHRISTMAS TREE DECORATIONS
E 002-023-521010		OFFICE SUPPLIES	\$21.50	STM 120123	CHRISTMAS TREE DECORATIONS
		Total	\$1,443.72		

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
36694	12/26/23	VYVE BROADBAND			
E 002-023-520520		TELEPHONE / INTERNE	\$610.00	209-562368	WTP FIBER
		Total	\$610.00		
36695	12/26/23	WICHITA WINWATER WORKS CO.			
E 002-022-520685		FIRE HYDRANTS & VALV	\$22,746.12	256401 01	ALTITUDE VALVE FOR 4TH & VAN BUREN/WEST WATER TOWER
		Total	\$22,746.12		
36696	12/26/23	ANGELA WILKINS			
E 015-151-520600		VEHICLE EXPENSES	\$28.82	STM 121923	MILEAGE
		Total	\$28.82		
36697	12/26/23	WUTHNOW HEATING & AIR. LLC			
E 001-013-520610		BUILDING MAINTENANC	\$1,164.63	4888	SC HVAC REPAIRS
		Total	\$1,164.63		
36698	12/26/23	XEROX FINANCIAL SERVICES			
E 001-002-520700		RENT-CONTRACTS-MAI	\$249.15	5106554	COPIER
E 001-004-521010		OFFICE SUPPLIES	\$158.07	5110934	COPIER LEASE
		Total	\$407.22		
		002000	\$215,533.49		

Fund Summary

002000 Astra Bank checking

001 GENERAL FUND	\$45,282.97
002 WATER FUND	\$37,203.31
003 RECYCLING FUND	\$10,809.99
004 SEWER FUND	\$23,974.94
005 AIRPORT FUND	\$154.55
008 SPECIAL PARKS & REC	\$2,103.94
013 TOURISM & CONVENTION FUND	\$7,419.72
014 SPECIAL STREET FUND	\$85,060.49
015 RECREATION COMMISSION	\$3,111.09
020 EQUIPMENT RESERVE FUND	\$322.49
050 MUNICIPAL COURT BONDS	\$90.00
	\$215,533.49

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Batch: 122023MANUALCHECK

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
36699	12/20/23	AVE-PLP, LLC			
E 003-000-520130		LEASE PURCHASE	\$7,252.00	48592	RENTAL CONTRACT #48592 JD TRACTOR LEASE
		Total	\$7,252.00		
		002000	\$7,252.00		

Fund Summary

002000 Astra Bank checking

003 RECYCLING FUND	\$7,252.00
	\$7,252.00

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Batch: 010824PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
36740	01/08/24	ASCAP			
E 001-001-520700		RENT-CONTRACTS-MAI	\$434.00	10000626573	2024 MUSIC LICENSE FEE
		Total	\$434.00		
36741	01/08/24	BURNS, ADAM			
E 015-153-520780		REFUND EXPENSE	\$25.00	63910313	REFUND YOUTH BASKETBALL
		Total	\$25.00		
36742	01/08/24	COMMUNITY FIRST NATIONAL BANK			
E 007-000-531150		AUTOMOTIVE EQUIPME	\$71,075.20	62644	2019 FIRE TRUCK PAYMENT
		Total	\$71,075.20		
36743	01/08/24	IMAGE QUEST			
E 015-151-521045		OFFICE EQUIPMENT	\$18.80	IN4925482	COPIER MONTHLY CONTRACT
E 001-001-520700		RENT-CONTRACTS-MAI	\$37.58	IN4932035	3 HP PRINTERS CONTRACT BASE RATE 12/28/23-1/27/24
E 002-024-520700		RENT-CONTRACTS-MAI	\$37.58	IN4932035	3 HP PRINTERS CONTRACT BASE RATE 12/28/23-1/27/24
E 004-043-520700		RENT-CONTRACTS-MAI	\$37.58	IN4932035	3 HP PRINTERS CONTRACT BASE RATE 12/28/23-1/27/24
		Total	\$131.54		
36744	01/08/24	KS MUNICIPAL INSURANCE TRUST			
E 001-001-520420		WORKERS' COMPENSA	\$60,198.00	13-3091	2024 WORK COMP. INSURANCE PREMIUM
		Total	\$60,198.00		
36745	01/08/24	LEAGUE KS MUNICIPALITIES			
E 001-001-520910		DUES-SUBSCRIPTIONS-	\$3,546.24	24-27	2024 CITY MEMBERSHIP DUES
		Total	\$3,546.24		
36746	01/08/24	NORTH CENTRAL REGIONAL			
E 001-008-520910		DUES-SUBSCRIPTIONS-	\$500.00	3854	ANNUAL NCRPC MEMBERSHIP 2024
		Total	\$500.00		
36747	01/08/24	RHV DO IT BEST HARDWARE			
E 001-001-520260		SPECIAL PROJECTS	\$68.98	465644	STORAGE TOTES - XMAS DECORATIONS
		Total	\$68.98		
36748	01/08/24	RYAN & MULLIN, PA			
E 001-012-520110		LEGAL	\$3,250.00	STM 010124	JAN 204 CITY PROSECUTOR
		Total	\$3,250.00		
36749	01/08/24	SNAP			
E 009-000-520800		AWARDS & CONTRIBUTI	\$1,500.00	STM 010124	2024 SAFE NIGHT AFTER PROM
		Total	\$1,500.00		
		002000	\$140,728.96		

CITY OF ABILENE

01/02/24 3:31 PM

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***Check Detail Register©**

Batch: 010824PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
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Fund Summary

002000 Astra Bank checking

001 GENERAL FUND	\$68,034.80
002 WATER FUND	\$37.58
004 SEWER FUND	\$37.58
007 FIRE APPARATUS FUND	\$71,075.20
009 SPECIAL ALCOHOL & DRUG	\$1,500.00
015 RECREATION COMMISSION	\$43.80
	\$140,728.96

City of Abilene
Payroll Expenditures Report
12/22/2023 PR #26

PAYROLL CODE		TOTALS	
	NET SALARIES	\$	100,768.87
051 & 501	OASDI - CITY/EMPLOYEE	\$	17,560.68
049 & 502	MEDICARE - CITY/EMPLOYEE	\$	4,107.00
001	FEDERAL WITHHOLDING - EMPLOYEE	\$	11,102.16
503	KPERS - CITY	\$	7,434.61
056, 057, 059	KPERS EMPLOYEE	\$	4,730.41
		\$	12,165.02
054	KPERS BUYBACK	\$	255.00
505	KPERS RETIREE/EMPLOYER	\$	-
153	KPERS GROUP LIFE - EMPLOYEE	\$	142.59
504	KPF - CITY	\$	14,955.44
61	KPF EMPLOYEE	\$	4,677.67
		\$	19,633.11
155	KPF GROUP LIFE- EMPLOYEE	\$	102.80
105 & 540	FTC 457 - CITY/EMPLOYEE	\$	1,265.00
204	LPL FINANCIAL 529 - EMPLOYEE	\$	50.00
110	LPL FINANCIAL SAVINGS - EMPLOYEE	\$	175.00
130 & 530	ICMA 457 CITY/EMPLOYEE	\$	-
005	STATE TAX - EMPLOYEE	\$	6,432.90
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	\$	120.65
140	HEALTH INSURANCE - EMPLOYEE	\$	7,853.78
510	HEALTH INSURANCE - CITY	\$	25,971.82
		\$	33,825.60
103	HEALTH SAVINGS ACCOUNT - EMPLOYEE	\$	630.00
506	HEALTH SAVINGS ACCOUNT - CITY	\$	262.50
111 & 520	IMPACT SPORTS & FITNESS- CITY/EMPLOYEE	\$	411.79
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	\$	211,214.42

City of Abilene
Payroll Expenditures Report
1/05/2024 PR #1

PAYROLL CODE		TOTALS	
	NET SALARIES	\$	99,920.14
051 & 501	OASDI - CITY/EMPLOYEE	\$	17,464.26
049 & 502	MEDICARE - CITY/EMPLOYEE	\$	4,084.48
001	FEDERAL WITHHOLDING - EMPLOYEE	\$	11,357.79
503	KPERS - CITY	\$	8,696.51
056, 057, 059	KPERS EMPLOYEE	\$	5,085.70
		\$	13,782.21
054	KPERS BUYBACK	\$	-
505	KPERS RETIREE/EMPLOYER	\$	-
153	KPERS GROUP LIFE - EMPLOYEE	\$	165.35
504	KPF - CITY	\$	14,227.82
61	KPF EMPLOYEE	\$	4,403.86
		\$	18,631.68
155	KPF GROUP LIFE- EMPLOYEE	\$	110.32
105 & 540	FTC 457 - CITY/EMPLOYEE	\$	1,265.00
204	LPL FINANCIAL 529 - EMPLOYEE	\$	50.00
110	LPL FINANCIAL SAVINGS - EMPLOYEE	\$	175.00
130 & 530	ICMA 457 CITY/EMPLOYEE	\$	-
005	STATE TAX - EMPLOYEE	\$	6,441.96
120	AFLAC After Tax D&L - EMPLOYEE	\$	280.54
170	AFLAC Before Tax INSURANCE - EMPLOYEE	\$	583.06
102	VISION CARE DIRECT-VISION PLAN EMPLOYEE	\$	283.66
104	VSP VISION PLANS - EMPLOYEE	\$	61.42
140	HEALTH INSURANCE - EMPLOYEE	\$	7,853.78
510	HEALTH INSURANCE - CITY	\$	25,971.82
		\$	33,825.60
103	HEALTH SAVINGS ACCOUNT - EMPLOYEE	\$	345.00
506	HEALTH SAVINGS ACCOUNT - CITY	\$	175.00
111 & 520	IMPACT SPORTS & FITNESS- CITY/EMPLOYEE	\$	397.54
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	\$	1,582.03
121	POLICE & FIREMENS INS. - EMPLOYEE	\$	20.92
211	GARNISHMENT - EMPLOYEE	\$	-
	TOTAL PAYROLL EXPENDITURES	\$	211,395.21