ABILENE CITY COMMISSION - REGULAR MEETING AGENDA

ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET

April 22, 2024 - 4:00 pm

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

1. Call to Order

2. Roll Call: _____ Rein ______Miller _____Witt _____Kollhoff _____Meysenburg

3. Pledge of Allegiance

4. Approval of the Agenda for the April 22, 2024, City Commission Meeting

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

a. Meeting Minutes for April 8, 2024, Regular Meeting

b. Library Board Reappointment – Cindy Montgomery, 4 year term expiring April 2028

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.

b. Sexual Assault Awareness Month Proclamation

c. Arbor Day Proclamation

d. H.O.P.E Center 2024 Week of Emphasis Proclamation

7. Business Items

a. Consider approval of Resolution No. 042224-2, A RESOLUTION AUTHORIZING AND PROVIDING FOR THE CALLING OF A SPECIAL QUESTION ELECTION IN THE CITY OF ABILENE, KANSAS, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORS OF THE CITY THE QUESTION OF IMPOSING A THREE AND ONE HALF TENTHS OF ONE PERCENT (0.35% CITYWIDE RETAILERS' SALES TAX FOR THE PURPOSE OF FUNDING QUAITY OF LIFE AND RECREATION IMPROVEMENTS AND PROGRAMS, TO INLCUDE MULTI PURPOSE BALL FIELDS; AND PROVIDING FOR THE GIVING OF NOTICE OF SAID ELECTION. **-** Ron Marsh, City Manager & Kellee Timbrook, Parks and Recreation Director

b. Consider approval of Resolution No. 042224-1, A RESOLUTION FIXING A TIME AND PLACE TO APPEAR TO SHOW CAUSE WHY THE STRUCTURE AT 212 COTTAGE AVENUE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED. – Travis Steerman, City Inspector

c. Consider approval of a Vyve Business Services Agreement for internet and information technology services and authorize the City Manager to sign said agreement. – Leann Johnson, Finance Director

d. Consider approval of Ordinance No. 24-3448, "AN ORDINANCE REPEALING ORDINANCE NO. 2828, TITLED AN ORDINANCE AUTHORIZING AND DIRECTING THE FLUORIDATION OF THE WATER PROVIDED BY THE MUNICIPAL WATER UTILITY", WHICH WAS PASSED BY THE GOVERNING BODY OF THE CITY OF ABILENE, KANSAS ON APRIL 14, 1997 AND BECAME EFFECTIVE ON JULY 10, 1997. – City Commission

8. Items for discussion

a. First Quarter Treasurer's Report – Leann Johnson, Finance Director

b. Olsson Master Agreement Work Order No. 6 – Airport Projects – Leann Johnson, Finance Director

c. Abilene Municipal Airport Displaced Threshold Bid Discussion – Leann Johnson, Finance Director

d. Central Kansas Free Fair request for fireworks display discussion – Ron Marsh City Manager

9. Reports

a. City Manager's Report

10. Recess of Regular Meeting

a. Consider a motion to adjourn the April 22, 2024, City Commission Meeting, there are no items on the agenda for a study session.

<u>Future Meeting Reminders</u>

*City Commission Regular Meeting, May 13, 2024, at 4 pm.
*City Commission Study Session, May 13, 2024 - following the adjournment of the regular meeting, will not start before 4:30 pm.
*City Commission Regular Meeting, May 28, 2024, at 4 pm.
*City Commission Study Session, May 28, 2024 – following the adjournment of the regular meeting, will not start before 4:30 pm.

Abilene City Commission Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
April 8, 2024, @ 4:00 pm.
Abilene, Kansas

1. **Call to Order**

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

Staff Present: City Manager Marsh, City Clerk Mohr, Finance Director Johnson, City Attorney Martin, Parks and Recreation Director Timbrook, Fire Chief Strunk, Police Chief Hatter, Community Development Director Zook, Convention and Visitors Bureau Director Roller-Weeks, Streets and Utilities Superintendent Hawk, Water Treatment Plant Lead Operator Leusman, City Inspector Steerman, Water Treatment Plant Operator Blacketer and Administrative Assistant Olson.

3. **Pledge of Allegiance**

Agenda

4. Approval of the Agenda for the April 8, 2024, City Commission Meeting

Motion by Commissioner Witt, seconded by Commissioner Meysenburg, to approve the agenda as presented. Roll call vote: Witt YES, Kollhoff YES, Meysenburg YES, Rein YES. The motion carried 4-0.

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 March 25, 2024, Regular Meeting

Motion by Commissioner Witt, seconded by Commissioner Meysenburg, to approve the consent agenda as presented. Roll call vote: Kollhoff YES, Meysenburg YES, Witt YES, Rein YES. The motion carried 4-0.

6. Public Comments and Communications

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

There were no public comments or communications.

   b. National Library Week Proclamation

7. Business Items

   a. Public Hearing relating to the proposed establishment of a Reinvestment Housing Incentive District within the City of Abilene and adopting a plan for the development of housing and public facilities in said District.

Mayor Rein opened the public hearing at 4:13 pm.

Mayor Rein closed the public hearing at 4:14 pm.

   b. Consider approval of Ordinance No. 24-3447, AN ORDINANCE OF THE CITY OF ABILENE, KANSAS, ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT).

Motion by Commissioner Witt, seconded by Commissioner Meysenburg to approve Ordinance No. 24-3447, AN ORDINANCE OF THE CITY OF ABILENE, KANSAS, ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT). Roll call vote: Meysenburg YES, Witt YES, Rein YES, Kollhoff ABSTAINED. The motion carried 4-0.

   c. Consider approval of Change Order No. 1 with J & K Contracting, LC, in the amount of $11,586.70 for the Oak, Olive, Kuney Waterline Replacement Project.

Motion by Commissioner Witt, seconded by Commissioner Meysenburg to approve Change Order No. 1 with J & K Contracting, LC, in the amount of $11,586.70 for the Oak, Olive, Kuney Waterline Replacement Project. Roll call vote: Witt YES, Kollhoff YES, Meysenburg YES, Rein YES. The motion carried 4-0.

d. Consider approval of Resolution No. 040824-1, A RESOLUTION ADOPTING A COMMUNITY IMPROVEMENT DISTRICT POLICY FOR THE CITY OF ABILENE, KANSAS.

Motion by Commissioner Witt, seconded by Commissioner Meysenburg, to approve Resolution No. 040824-1, A RESOLUTION ADOPTING A COMMUNITY IMPROVEMENT DISTRICT POLICY FOR THE CITY OF ABILENE, KANSAS. Roll call vote: Kollhoff YES, Meysenburg YES, Witt YES, Rein YES. The motion carried 4-0.

8. Items for Discussion

a. Consider approval of a Vyve Business Services Agreement for internet and information technology services and authorize the City Manager to sign said agreement.

Staff was directed to work with Vyve regarding the terms of the agreement.

9. Reports

a. City Manager's Report

- Construction updates:
  - 14th St: concrete is poured from Cedar to Buckeye; the drainage structure under 14th has been closed.
  - CCLIP: work continues. City engineers and City staff are monitoring them closely.
  - Oak, Olive & Kuney St Waterline replacement: complete except for punch list items.

- UPRR is planning to remove and replace their crossing on Elm Street. The tentative repair window is 4/29 - 5/3.

- The Abilene Court groundbreaking is tomorrow at 2 pm.

- We will be conducting a salary survey update this summer with Austin Peters Group. They are working with several cities in Kansas and have current data that allows us to get a survey done for half the cost. The update should be done in time for the 2025 budget. ($10,500/$22,750).

- The CVB in collaboration with Wichita, Hays and Dodge City launched the Gunsmoke Trail Passport app last Thursday.

- The Eisenhower Marathon is April 27.

- Abilene Fire Department assisted Geary and Riley Counties yesterday with grass fires.

10. Recess of Regular Meeting

a. Consider a motion to recess the April 8, 2024, City Commission Meeting.

Motion by Commissioner Witt, seconded by Commissioner Meysenburg to recess the April 8, 2024, City Commission Meeting at 4:35 pm. Roll call vote: Meysenburg YES, Witt YES, Kollhoff YES, Rein YES. The motion carried 4-0. The City Commission Study Session will begin at 4:40 pm.

11. Call to Order – City Commission Study Session

The City Commission Study Session was called to order at 4:40 pm.

12. April 8, 2024, City Commission Study Session Agenda

a. Fluoride Discussion

b. Dangerous Structure Discussion– 212 Cottage

c. Quality of Life and Recreation Improvements and Programs Sales Tax Discussion

13. Adjournment

a. Consider a motion to adjourn April 8, 2024, City Commission Meeting

Motion by Commissioner Witt, seconded by Commissioner Meysenburg, to adjourn the April 8, 2024, City Commission Meeting at 5:04 pm. Roll call vote: Witt YES, Kollhoff YES, Meysenburg YES, Rein YES. The motion carried 4-0.

(Seal)

____

Brandon Rein, Mayor

ATTEST:

____

Shayla L. Mohr, CMC
City Clerk

ABILENE KANSAS

City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

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, April 22, 2024

Session: Regular Meeting

Topic: Library Board Reappointment

Department: Administration

Staff Contact: Shayla Mohr, City Clerk

Background:

We have received an application for reappointment to the Library Board from Cindy Montgomery. This will be a four-year term, expiring April 2028.

Mayor Rein has reviewed the application and recommends the reappointment.

Recommendation:

Reappoint Cindy Montgomery to the Library Board.

Fiscal Note:

Funding Source:

APPLICATION FOR REAPPOINTMENT TO CITY OF ABILENE LIBRARY BOARD

Name of Applicant: Cindy Montgomery

Address: 611 NW 7th Street Abilene, KS 67410

How many years have you resided in Dickinson County? 22

[X] Registered voter?

Home Telephone: 785-200-4467 Work Telephone: 785-263-1351 x332 Email: cindymontgomery611@gmail.com

Type of work you are employed in: Dickinson County Conservation District Manager

Number of previous terms served: This is my first term. Dates of previous terms of service: 6/1/20 to 4/30/24

Please describe why you are interested in continuing to serve on the Library Board and what expertise and/or capabilities you would bring to the Library Board if reappointed. (please use extra space on back as needed.)

See second page

Please describe your goals and objectives for the Library Board, if you are reappointed.

See second page

Please describe what you have learned from your experience serving on the Library Board, and how it will influence your continued service, if reappointed.

See second page

What other boards (city, county, school, hospital, etc.) or elected offices are you currently serving on? What other boards (city, county, school, hospital, etc.) or elected offices have you served on?

I do not currently serve on any other elected boards, but am the District Manager for the Dickinson County Conservation District and serve the Board of Supervisors.

Please list any present and past community volunteer activities:

I am currently Vice President of the End of the Trail Quilt Guild, which has a community service component, providing quilt to hospice patients and their families. I also serve as secretary on Abilene Ladies Literary League that is involved in community improvement projects.

To the best of your knowledge, would the appointment on the Library Board create any conflicts of interest due to your employment or business endeavors? No __x__ Yes ______. If yes, attach a written explanation.

Signature of Applicant: Cindy Montgomery Date: February 13, 2024

Received by Administrative Assistant ________________ Date: __________

Return completed application to:

City of Abilene
PO Box 519
Abilene, KS 67410-0519

Serving on the Library Board has been a deeply rewarding experience, enriching my life, professional skills, and community engagement. Since being selected to serve on the Board, I've also taken on leadership roles in the Ladies Literary League (Secretary) and End of the Trail Quilt Guild (Vice President), demonstrating my commitment to diverse community service. I have also become more engaged in the community by attending city commission meetings to stay informed and connected.

I am and always have been a passionate advocate for the library and that is my primary reason for serving on the Board. I believe one of the most important investments any community can make is in promoting literacy at a young age and providing access to literature, information, and educational materials for the entire population.

Through my professional experience from technical services librarian at a public library to corporate operations manager for ALCO stores to Dickinson County Conservation District manager, I developed an acumen for the operational side of business, from expense reduction to labor planning to risk management. This allows me to offer valuable input when Board decisions are made. I believe that my advocacy, tempered by my operations management background, makes me an asset to the Board of Trustees.

My goal for the library board is to continue support our staff as they strive to be responsive to the changing needs of our community, continue to be responsible to the taxpayer while providing value to the community, and meet or exceed the Standards for Kansas Public Libraries set by the State Library of Kansas. Furthermore, I would like to continue to encourage community members from all the segments of our population to apply as Board positions open, so we have a broad range of community voices serving on the Board.

My first term on the Board was amazing and a bit overwhelming, but the Board was able to help the staff do great things! Outside lockers were installed that allowed patrons to receive their chosen materials after hours or to maintain social distancing when needed. The Board approved the subscription to Hoopla, allowing our patrons access to even more materials from their homes. In addition, we increased funds spent on materials and resources to progress towards the target set by the State Library of Kansas. (Target is 12% of total operating expenditures.)

I think the most valuable lesson I've learned from serving on the Board is that the library and city management have a symbiotic relationship, and that partnership must be fostered. It's very easy to develop an us versus them mentality while serving on the Board, especially when navigating the turbulent waters of budgeting. When I began serving, I did not completely understand the system in place through state law that grants library boards taxing authority, nor did I fully recognize the tension that statute can cause. After nearly four years of service on the board, I've come to realize that striking the balance between public value and fiscal responsibility requires strong, trustworthy partnerships with the Board, the city staff, the library staff, and the city commission. I now imagine a two-person teeter-totter with public value on one side, always striving to provide more and better, and fiscal responsibility on the other, ensuring the ground below remains steady and secure. Only through close collaboration can the Board keep that teeter-totter in balance. And to develop the relationships that allows us to achieve shared success, we must ditch our egos and the adversarial mindset. This shift in my thinking has been humbling and will help me strive to keep that teeter-totter balanced if I'm selected to serve again.

From:	Brandon Rein
To:	Shayla Mohr
Subject:	Fwd:
Date:	Friday, April 19, 2024 11:01:09 AM
Attachments:	Library Board Reappointment Application.pdf

I am recommending Cindy Montgomery for reappointment to the Library Board.

Thank you,

Brandon L. Rein
Mayor

City of Abilene, Kansas
P.O. Box 519
Abilene, KS 67410
Cell: (785) 280-0449
brandonr@abilenecityhall.com
abilenecityhall.com

From: Cindy Montgomery <cindymontgomery611@gmail.com>
Sent: Friday, February 16, 2024 2:32:15 PM
To: Brandon Rein <brandonr@abilenecityhall.com>; Wendy Moulton <wmoulton@outlook.com>
Subject: Fwd:

Good afternoon, Brandon,

Attached, please find my application for reappointment to the library board. I believe my term expires in April, but I wanted to get this in ahead of the deadline. I appreciate your consideration and look forward to working with you in the future.

Thanks,
Cindy Montgomery
785-200-4467

CITY OF ABILENE
STATE OF KANSAS

Proclamation

2024 SEXUAL ASSAULT AWARENESS MONTH

WHEREAS, April is Sexual Assault Awareness Month. Sexual violence is a widespread, preventable, public health problem in Kansas; and

WHEREAS, sexual violence is any sexual act that is perpetrated against someone's will, which includes sexual assault, rape, unwanted touching, threatened sexual violence, and verbal sexual harassment; and all types of sexual violence involve victims who do not consent, or who are unable to consent, or who refuse to allow the act; and

WHEREAS, 1 in 2 women and nearly 1 in 3 men experience some form of contact sexual violence in their lifetimes; and

WHEREAS, in 2023, one incident of rape was reported to Kansas law enforcement every 8 hours, and

WHEREAS, these statistics do not represent the true prevalence of sexual violence due to underreporting; and sex offenders often target people they perceive as vulnerable, less powerful, or less credible; and

WHEREAS, the offender is known to the victim in the vast majority of cases – 78.5% in Kansas; and

WHEREAS, the effects of sexual violence may be felt directly after or for many months or years later; and confusion, anger, sadness, shame, guilt, helplessness, hopelessness, and self-blame are all common reactions to sexual violence; and

WHEREAS, the Domestic Violence Association of Central Kansas, also known as DVACK, provides 24/7/365, free and confidential services to victims of sexual violence in the City of Salina, KS; and

WHEREAS, DVACK advocates are available 24/7 at (785) 827-5862 or toll free at 1-800-874-1499.

NOW, THEREFORE, the City of Abilene City Commissioners, do hereby proclaim the month of April 2024 as **Sexual Assault Awareness Month.**

Shayla L. Mohr, CMC
City Clerk

Abilene City Commissioner

CITY OF ABILENE
STATE OF KANSAS

Proclamation

ARBOR DAY 2024

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees AND

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, AND

WHEREAS, Arbor Day is now observed throughout the nation and the world, AND

WHEREAS, trees in our city increase property values, enhance the vitality and beauty of our community, and provide an inviting environment for visitors AND

WHEREAS, the City of Abilene has been recognized as a Tree City USA for the past 32 years by The National Arbor Day Foundation and desires to continue tree-planting and care of its trees.

NOW THEREFORE, the Abilene City Commission, does hereby proclaim April 26, 2024, as Arbor Day in the City of Abilene and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, AND

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN TESTIMONY, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Abilene, Kansas, this the 22nd day of April 2024.

(ATTEST)

_____________________________ _________________________________

Shayla L. Mohr, CMC, City Clerk Abilene City Commissioner

CITY OF ABILENE
STATE OF KANSAS

Proclamation

THE H.O.P.E. CENTER 2024 WEEK OF EMPHASIS

WHEREAS, it is a long-held value in American life and a strong Kansas tradition to support one's neighbors in times of need;

WHEREAS, ongoing efforts to balance state and federal budgets and the resulting changes in programs to assist those in need, continue to call for more involvement from the private sector to provide support and assistance to individuals and families whose circumstances may at times leave them without such basic needs of life as safe shelter, clothing, food, and medical care;

WHEREAS, the H.O.P.E Center was established in 1991 by persons from several organizations in our larger community to **Help Our People in Emergencies**;

WHEREAS, the H.O.P.E. center has for thirty-three years brought together the resources of our community to serve our neighbors in times of need, seeking to fill the gaps between personal and family resources, assistance offered by government agencies, and aid available from other charitable organizations, while at the same time stretching available help by eliminating duplication of services;

WHEREAS, all citizens should become aware of the needs of their neighbors, of efforts within the community to address those needs in a caring and responsible way and of opportunities to lend their support to these efforts;

NOW THEREFORE, the Abilene City Commission, does hereby proclaim the week of April 28 to May 5, 2024, as **H.O.P.E. Center Emphasis Week** in the City of Abilene, to celebrate and recognize more than a quarter century of work of the H.O.P.E. Center, and call all citizens, community agencies, religious organizations, and businesses to a greater recognition of the needs of their neighbors.

IN TESTIMONY, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Abilene, Kansas, this the 22nd day of April 2024.

(ATTEST)

____________________________ _______________________________

Shayla L. Mohr, CMC, City Clerk | Abilene City Commissioner

ABILENE
KANSAS

City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

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, April 22, 2024

Session: Regular Meeting

Topic: Resolution for Sales Tax to Fund Quality of Life and Recreation Improvements & Programs

Department: Parks & Recreation

Staff Contact: City Manager/P&R Director

Background:

The Sports Complex Task Force is requesting the City Commission to consider passing a resolution to authorize and provide for the calling of a special question election to impose a $0.35% sales tax to fund quality of life and recreation improvements and programs, including multi-purpose ball fields.

After considering a feasibility study conducted by WSU, and reviewing sales tax analysis provided by the city's financial consultant, Piper/Sandler, the Task Force members agreed to request a 0.35% sales tax. The TF reviewed sales tax analysis for a 0.25%, 0.35% and 0.50% tax rate (see attached). The feasibility study showed that respondents thought favorably on a previous 0.35% sales tax for city pool improvements, and the TF felt this was a good measure of the public support.

Conservatively, the 0.35% sales tax would support a $3.75 million bond issue over 10 years, the term of the sales tax.

The TF also agreed to request placing the sales tax question on the August 6, 2024 primary election ballot. After contacting the County Elections Clerk, the ballot question needs to be to the County NLT May 8, 2024.

The purchasing cooperative Greenbush briefed the TF, as all interested vendors are approved through Greenbush. In the next few weeks, the TF will be presenting to the City Commission their recommendation for a vendor as they learn what can be accomplished with the potential funds available.

Recommendation:

Approve resolution to authorize and provide for the calling of a special question election to impose a $0.35% sales tax to fund quality of life and recreation improvements and programs, including multi-purpose ball fields.

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RESOLUTION NO. 042224-2

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE CALLING OF A SPECIAL QUESTION ELECTION IN THE CITY OF ABILENE, KANSAS, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORS OF THE CITY THE QUESTION OF IMPOSING A THREE AND ONE HALF TENTHS OF ONE PERCENT (0.35%) CITYWIDE RETAILERS' SALES TAX FOR THE PURPOSE OF FUNDING QUAITY OF LIFE AND RECREATION IMPROVEMENTS AND PROGRAMS, TO INLCUDE MULTI PURPOSE BALL FIELDS; AND PROVIDING FOR THE GIVING OF NOTICE OF SAID ELECTION.

WHEREAS, K.S.A. 12-187 *et seq.,* as amended (the "Act"), authorizes the governing body (the "Governing Body") of the City of Abilene, Kansas (the "City") to submit to the electors of the City the question of imposing Citywide retailers' sales taxes, which in the aggregate may be in amounts not to exceed two percent (2%) for general purposes and not to exceed one percent (1%) for special purposes, provided sales taxes for special purposes shall expire ten (10) years from the initial date of collection thereof; and

WHEREAS, the Governing Body has determined it is necessary and advisable to authorize the levy of a 0.35% special purpose retailers' sales tax ("Sales Tax"), to begin as soon as the tax may be levied by the Kansas Department of Revenue, which date is expected to be January 1, 2025, with revenue received from the tax used for the specific governmental purposes as described in the ballot question approved by Section 2 of this Resolution, provided the electors of the City authorize such sales tax at an election held in the City for such purpose;

WHEREAS, in order to authorize such Sales Tax, it is deemed advisable to call a special question election in the City on August 6, 2024 (the "Election"); and

WHEREAS, if approved, the Sales Tax will constitute a sales tax imposed for special purposes, as said term is described in K.S.A. 12-189, as amended.

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

SECTION 1. Public Purpose; Implementation of Sales Tax. It is hereby deemed necessary and advisable and in the best interests of the citizens of the City to authorize and impose the Sales Tax for the purpose of funding quality of life and recreation improvements and programs, to include multi-purpose ball fields, with the means and methods to accomplish said purpose to be determined in the sole discretion of the Governing Body of the City. Collection of the Sales Tax, if approved by the electors of the City, shall commence on January 1, 2025, or as soon thereafter as permitted by law. All proceeds of the Sales Tax shall be applied for the purposes set forth in this ***Section 1***.

SECTION 2. Special Question Election. It is hereby authorized, ordered and directed that a special question election shall be and is hereby called to be held in the City on August 6, 2024, at which time there shall be submitted to the qualified electors of the City the following proposition:

> Shall the following be adopted?
>
> Shall a special purpose retailers' sales tax in the amount of three and one half tenths of one percent (0.35%) be levied in the City of Abilene, Kansas to take effect January 1, 2025 or as soon thereafter as such tax may be levied by the Kansas Department of Revenue, with revenue from such tax used for the purpose of funding quality of life and recreation improvements and programs, to include multi-purpose ball fields, with the means and methods to accomplish said purpose to be determined in the sole discretion of the Governing Body of the City; and provided that such retailers' sales tax shall expire on the date ten years after it is first levied, all pursuant to K.S.A. 12-187 *et seq.*, as amended?

SECTION 3. Special Question Election Procedures. The vote at the Election shall be by ballot, and the proposition stated above shall be printed on the ballots, together with voting instructions as provided by law. The City Clerk shall transmit a copy of this Resolution to the Dickinson County Clerk to give notice of the Election as provided by law by publishing a Notice of Special Question Election in substantially the form attached hereto as ***Exhibit A*** once each week for two (2) consecutive weeks in a newspaper of general circulation in the City, with the first publication to be not less than twenty-one (21) days prior to the date of the Election, and the last publication shall be not more than ninety (90) days prior to the date of the Election.

SECTION 4. Effective Date. This Resolution shall be effective from and after its adoption by the Governing Body.

ADOPTED AND APPROVED by the Governing Body of the City of Abilene, Kansas, this 22nd day of April, 2024.

____

Brandon Rein, Mayor

Attest:

____

Shayla L. Mohr, CMC, City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 042224-2 of the City of Abilene, Kansas, adopted by the Governing Body on April 22, 2024, as the same appears of record in my office.

DATED: April 22, 2024.

____

Shayla Mohr, CMC City Clerk

Exhibit A to Resolution No. 042224-2

NOTICE OF SPECIAL QUESTION ELECTION

TO ALL OF THE QUALIFIED ELECTORS OF THE CITY OF ABILENE, KANSAS:

Notice is given by the Governing Body of the City of Abilene, Kansas and the County Election Officer of Dickinson County, Kansas that a special question election will be held in the City of Abilene on August 6, 2024, for the purpose of voting on the question of levying a special purpose city retailers' sales tax in the amount of three and one half tenths of one percent (0.35%) on retail sales consummated within the City of Abilene, Kansas, according to the provisions of K.S.A. 12-187, *et seq.* If approved, the retailers' sales tax will begin on January 1, 2025 or as soon thereafter as the tax may be levied by the Kansas Department of Revenue and the revenue received by the City will be used for public purposes as described in the ballot question. If approved by a majority of the electors voting such tax shall be collected by the Kansas Department of Revenue, and the revenue returned to the city of Abilene.

The polls will be open for voting between 7:00 a.m. and 7:00 p.m. on August 6, 2024, at the following places:

[To be supplied by the county clerk/election officer]

The proposition to be voted on shall appear on the ballot as follows:

Shall the following be adopted?

Shall a special purpose retailers' sales tax in the amount of three and one half tenths of one percent (0.35%) be levied in the City of Abilene, Kansas to take effect January 1, 2025 or as soon thereafter as such tax may be levied by the Kansas Department of Revenue, with revenue from such tax used for the purpose of funding quality of life and recreation improvements and programs, to include multi-purpose ball fields, with the means and methods to accomplish said purpose to be determined in the sole discretion of the Governing Body of the City; and provided that such retailers' sales tax shall expire on the date ten years after it is first levied, all pursuant to K.S.A. 12-187 *et seq.*, as amended?

Yes ☐

No ☐

To vote in favor of any question submitted upon this ballot, make a cross or check mark in the square to the right of the word "Yes;" to vote against it, make a cross or check mark in the square to the right of the word "No."

Dated: __________, 2024

By:____________________________
Jeanne Livingston
Dickinson County Clerk/Election Officer

ABILENE KANSAS

City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

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, April 22, 2024

Session: Regular Meeting

Topic: 212 Cottage – Dangerous Structure

Department: Community Development

Staff Contact: Travis Steerman

Background:

Based on an exterior visual evaluation of the structure at 212 Cottage Ave.. (CARPENTERS ADDITION, S16, T13, R02, BLOCK 2, LOT 7, LESS R/W.), city inspection staff determined that the structure is dangerous and, therefore, uninhabitable.

Attachments:

- Staff Report, including 2024-004 code case, 2023-017 code case, and pictures of dwelling.
- Resolution 042224-1
- Draft Request for Bid (RFB)

Recommendation:

It is the staff's recommendation to pursue repair or demolition of this structure, and for City Commission to instruct staff to draft the necessary resolution setting a public hearing date for the determination that the property is unsafe or dangerous, and instruct that repairs or removal be completed along with a deadline upon which the City Commission may arrange for removal.

Fiscal Note:

If enforcement of Resolution No. 042224-1, Section 4, is deemed necessary, city staff will publish of Request for Bid (RFB), as shown in this report's attachments.

Funding Source:

Demolition Nuisance Abatement Budget

Staff Report
Prepared by:
Travis Steerman

TO: City Commission
FROM: Travis Steerman, City Inspector
SUBJ: 212 Cottage
DATE: April 2, 2024

ISSUE:

Based on an exterior visual evaluation of the structure at 212 Cottage (Carpenters Addition, S16, T13, R02, Block 2, Lot 7, Less R/W.), city inspection staff determined that the structure is dangerous and therefore uninhabitable.

BACKGROUND:

City staff conducted a visual inspection of the dwelling at 212 Cottage Ave. and found the structure to be structurally unsafe and dangerous. This property was not only inspected this year but also in a previous code case from 2023.

- Roof damage northeast side of house.
- Roof damage south side of house.
- Fascia damaged the south side above back porch roof.
- Back porch roof damaged shingles missing, sheathing damaged, rafters damaged.
- Various small tree growth through rear deck.

Additional Background:

The house has been vacant at least since 2017. Property was being cared for by Tony Haug for several years. Past code violations for this parcel include nuisance and weed violations. In 2023 dangerous structure violations were sent out about this address. Greg Kowenicki was the only subject to respond. Greg stated that the roof damage is from a tree falling during the construction of the courthouse. Greg believes the county is responsible for the damage to this structure. Greg was going to contact the county and have repairs made we believed.

Early in 2024 another code case for dangerous structure was started for this property. Greg called to request an extension as he stated this was the first time he had been made aware of the situation. I then called him back to allow an extension till March 21, 2024. He was to contact county officials and speak with them directly and apply for a building permit to repair the roof structure of the building. After talking to Greg, I arranged a meeting with Janelle Dockendorf, Marcus Rothchild, and Seth Johnson at the courthouse February 22, 2024. I made them aware of Greg's request. At the conclusion of the meeting county staff believed that the county wasn't at fault for most of the roof damage.

Staff Report
Prepared by:
Travis Steerman

RECOMMENDATION:

It is the staff's recommendation to pursue repair or demolition of this structure, and for City Commission to instruct staff to draft the necessary resolution setting a public hearing date for the determination that the property is unsafe or dangerous, and instruct that repairs or removal be completed along with a deadline upon which the City Commission may arrange for removal.

FISCAL NOTE:

Funding Source: Demolition nuisance abatement budget.

ATTACHMENTS:

- 2024-004 Code case
- 2023-017 Code case
- Pictures of dwelling and condition of property.

CITY OF ABILENE COMMUNITY DEVELOPMENT DEPARTMENT
P.O. Box 519 | Abilene, KS 67410| 785-263-2355

NOTICE OF LOCAL ORDINANCE VIOLATION

February 05, 2024

PROPERTY OWNER:		COMPLAINT ID #:	2024-004
KOWENICKI, GREGORY		PROPERTY IN VIOLATION:	212 Cottage Ave Abilene, KS 67410
3480 EDEN RD			
ABILENE, KS 67410		PARCEL NUMBER:	021-115-16-0-40-32-007.00-0

Dear Sir/Madam:

VIOLATION: The owner of the aforementioned property is being cited for violation of the City Code as follows:

<u>Dangerous Structure - Chapter 4, Section 401 (Dangerous Structures.)</u>
The provisions of K.S.A. 12-1750 to K.S.A. 12-1756 inclusive are incorporated by reference with relation to the abatement of unsafe or dangerous structures.
REQUIRED CORRECTIVE ACTION: The property owner or agent of the property shall remedy the aforementioned violation(s) as follows: ***The dwelling located at 212 Cottage has multiple areas of roof damage and has become unsafe and dilapidated. This structure is in need of immediate repair or be demolished. Within the compliance date of this code violation provide a plan of repairs or removal of dwelling structure. If no plan is received or owners plan does not meet City's guidelines, the City of Abilene will proceed with dangerous structure proceedings.***

DEADLINE: The property owner or agent of the property has ten (10) days from the date of the notice to remedy the violation or request a hearing as provided in the violation notice accompanying this correction order. The violation shall be remedied by 02/15/2024 unless a hearing is required.

If you have questions about the information provided in this Correction Order or the accompanying Violation Notice, please contact:

Travis Steerman
City Inspector
785-263-2355

ABILENE
KANSAS

CITY OF ABILENE COMMUNITY DEVELOPMENT DEPARTMENT

P.O. Box 519 | Abilene, KS 67410| 785-263-2355

Violation

The violation(s) listed on the Notice of Local Ordinance Violation following this letter is/are contrary to the City of Abilene Municipal code.

Required Corrective Action

You are ordered to correct the violation(s) listed on the Notice included with this letter. If the subject violation(s) pertains(s) to weeds or plant growth, no further violation notices will be given during the current calendar year regarding weed or plant growth violations. *When appropriate, the required corrective actions(s) is/are described following the related code information. If specific corrective action(s) is/are not provided and/or you have questions about how to correct the violation(s), please contact our City Inspector at (785) 263-2355.*

Deadline

The deadline(s) to complete the corrective action(s) is/are specified in the Notice following this letter. *In the event a deadline occurs on a Saturday, Sunday or holiday observed by the City of Abilene, the deadline is considered to be 8:00 a.m. on the next business day.*

Extension or Appeal Hearing

Prior to the deadline to correct the violations(s) (or any extended deadline), the owner or agent of the property may:

- **Request an extension** by contacting the City Inspector at 419 N. Broadway St. Abilene, KS 67410, or by phone (785) 263-2355. *An extension will only be granted if the owner or agent of the property can demonstrate that due diligence is being exercised to correct the violation(s).*

- **Request an appeal hearing** by contacting the City Inspector, 419 N. Broadway St. Abilene, KS 67410, or by phone (785) 263-2355. *If an appeal hearing is scheduled, the requestor will be contacted with the date, time and location of the hearing.*

City Correction and Enforcement

If the owner or agent fails to correct the listed violation(s) by the deadline and an extension has not been granted or an appeal hearing date has not been set, the City of Abilene may have the violation corrected and bill the cost, including administrative feeds, against the property, per applicable Law. If the subject violation(s) pertain(s) to weeds or plant growth, the City of Abilene may also have additional weed or plant growth violations corrected, and bill the costs, including administrative fees, against the property without further notice during the current calendar year, per applicable law. *If the owner or agent fails to pay within 30 days of receiving notice of such costs, the City of Abilene may levy a special assessment for such costs against the subject real estate and/or pursue a personal judgement for the recovery of the costs. Additionally, the City Prosecutor may file charges in Municipal Court, resulting in administrative fees in addition to all other costs and fees associated with correcting the violation.*

7018 1130 0002 0465 2963

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INSP CV 2024-004

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- ☐ Adult Signature Restricted Delivery $ ______

Postage
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Total Postage and Fees
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SALEM KS 67410 FEB - 9 2024 USPS

Sent To
Ann Doocy - Walker

Street and Apt. No., or PO Box No.
CMR 467 Box 6279

City, State, ZIP+4®
APO, AE 09096

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

USPS Tracking®

Tracking | FAQs >

Tracking Number:

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Your item was delivered at 12:21 pm on February 20, 2024 in APO, AE 09096.

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Delivered

Delivered
APO, AE 09096
February 20, 2024, 12:21 pm

Arrived at Military Post Office
APO, AE 09096
February 15, 2024, 4:24 pm

In Transit to Next Facility
February 14, 2024

Dispatched from USPS International Service Center
CHICAGO IL INTERNATIONAL DISTRIBUTION CENTER
February 11, 2024, 5:27 pm

Arrived at USPS Regional Origin Facility
WICHITA KS DISTRIBUTION CENTER
February 9, 2024, 8:33 pm

Departed Post Office
ABILENE, KS 67410
February 9, 2024, 9:47 am

USPS in possession of item
ABILENE, KS 67410
February 9, 2024, 9:00 am

7018 1130 0002 0465 2970

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

INSP ON 2024-004

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Certified Mail Fee $	ABILENE KS 67410 FEB - 9 2024 USPS Postmark Here
Extra Services & Fees *(check box, add fee as appropriate)* ☐ Return Receipt (hardcopy) $ ______ ☐ Return Receipt (electronic) $ ______ ☐ Certified Mail Restricted Delivery $ ______ ☐ Adult Signature Required $ ______ ☐ Adult Signature Restricted Delivery $ ______	
Postage $	
Total Postage and Fees **$**	

Sent To Gregory Kowenicki

Street and Apt. No., or PO Box No. 3480 Eden Rd

City, State, ZIP+4® Abilene KS 67410

INSR CV 2024-004

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Gregory Kowenicki
3480 Eden Rd
Abilene, Ks 67410

9590 9402 7776 2152 9871 57

2. Article Number *(Transfer from service label)*

7018 1130 0002 0465 2970

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☑ Agent
☐ Addressee

B. Received by *(Printed Name)*

B. Smith

C. Date of Delivery

2-10-24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☑ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
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☐ Collect on Delivery Restricted Delivery
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d Mail Restricted Delivery
$500)

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☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

ABILENE
KANSAS

CITY OF ABILENE COMMUNITY DEVELOPMENT DEPARTMENT

P.O. Box 519 | Abilene, KS 67410| 785-263-2550

NOTICE OF LOCAL ORDINANCE VIOLATION

March 20, 2023

PROPERTY OWNER:		**COMPLAINT ID #:**	**2023-017**
DOOCY-WALKER, ANN **KOWENICKI, GREGORY**		**PROPERTY IN VIOLATION:**	**212 Cottage Ave** **Abilene, KS 67410--**
7233 BONETA RD **WADSWORTH, OH 44281**		**PARCEL NUMBER:**	**021-115-16-0-40-32-007.00-0**

Dear Sir/Madam:

VIOLATION: The owner of the aforementioned property is being cited for violation of the City Code as follows:

Dangerous Structure - Chapter 4, Section 401 (Dangerous Structures.)
The provisions of K.S.A. 12-1750 to K.S.A. 12-1756 inclusive are incorporated by reference with relation to the abatement of unsafe or dangerous structures.

REQUIRED CORRECTIVE ACTION: The property owner or agent of the property shall remedy the aforementioned violation(s) as follows: ***The dwelling located at 212 Cottage has multiple areas of roof damage and has become unsafe and dilapidated. This structure is in need a immediate repair or be demolished. Within the compliance date of this code violation provide a plan of repairs or removal of dwelling structure. If no plan is received the City of Abilene will proceed with dangerous structure proceedings.***

DEADLINE: The property owner or agent of the property has ten (10) days from the date of the notice to remedy the violation or request a hearing as provided in the violation notice accompanying this correction order. The violation shall be remedied by 03/30/2023 unless a hearing is required.

If you have questions about the information provided in this Correction Order or the accompanying Violation Notice, please contact:

Travis Steerman
City Inspector
785-263-2550

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Remove ✕

Tracking Number:

70202450000104234453

Copy   Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item was delivered at 12:14 pm on April 4, 2023 in APO, AE 09096.

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Delivered

Delivered

APO, AE 09096

April 4, 2023, 12:14 pm

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2023-017

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- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$
Total Postage and Fees
$

Postmark Here
MAR 21 2023 USPS KS 67410

Sent To Kowenicki and Doocy-Walker
Street and Apt. No., or PO Box No. 7233 Boneta Rd
City, State, ZIP+4® Wadsworth, OH 44281

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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nsas 67410

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041L11251992

RETURN TO SENDER UNCLAIMED

1st NM 3/24

3-31

PROPERTY OWNER:
DOOCY-WALKER, ANN
KOWENICKI, GREGORY

7233 BONETA RD
WADSWORTH, OH 44281

COMPLAI
PROP
VIOL
PARC

UNC
44281

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 67410051919 *1160-06253-21-35


212

RESOLUTION NUMBER 042224-1

A RESOLUTION FIXING A TIME AND PLACE TO APPEAR TO SHOW CAUSE WHY THE STRUCTURE AT 212 COTTAGE AVENUE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED.

WHEREAS, the City Inspector has filed with the Governing Body a written statement that the dwelling located upon the following described parcel of real estate in the City of Abilene, Kansas is unsafe or dangerous:

ADDRESS	**LEGAL DESCRIPTION**
212 Cottage Ave.	CARPENTERS ADDITION, S16, T13, R02, BLOCK 2, LOT 7, LESS R/W.

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

Section 1. That pursuant to K.S.A. 12-1752, the owners, the owners' agents, any lien holders of record, any occupants of the structure described above may appear and show cause why such structure should not be condemned and ordered repaired or demolished at 4:00 p.m. on Monday, June 10, 2024, in the City Commission Meeting Room, Abilene Public Library, 209 NW 4th St, Abilene, Kansas.

Section 2. This resolution shall be in full force and effect after its adoption by the Governing Body and the City Clerk shall cause it to be published once each week for two consecutive weeks on the same day of each week as required by K.S.A. 12-1752.

Adopted by the Governing Body of the City of Abilene, Kansas, and signed by the Mayor this 22nd day of April, 2024.

Brandon Rein, Mayor

ATTEST:

Shayla L. Mohr
City Clerk

ABILENE
KANSAS

Invitation to Bid

Project: Dangerous Structure Demolition
City of Abilene, Kansas

The City of Abilene is soliciting interest from private contractors for the demolition of the dwelling, deemed unsafe and dangerous, by Resolution 042224-1, located at 212 Cottage Ave., Abilene, Kansas.

Pursuant of City Code Chapter II – Building and Property Regulation/Article 6. Building Demolition bids must include the following:

- Demolition of only the 720 sq. ft. dwelling
    - Removal of foundation at least (1) foot below ground level
    - Basement fill
    - Clearing of all demolition debris/materials
- Work to be completed by ***[insert date],*** with final inspection completed by the City Inspector.

Contractors must be at least 18 years of age.

The successful bidder shall provide proof of $300,000 in liability insurance.

Interested parties are requested to submit their name, address, phone number and proposed flat rate to the Office of the City Clerk, 419 N. Broadway, P.O. Box 519, Abilene, KS 67410, no later than 5:00 pm, ***[insert date].***

The City of Abilene reserves the right to reject any and all bids.

Please contact the City Inspector at 785-263-2355 or e-mail travis@abilenecityhall.com with any questions regarding this request.

City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

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, April 22, 2024

Session: Regular Meeting

Topic: Vyve Agreements

Department: Finance

Staff Contact: Leann Johnson, Finance Director

Background:

Vyve Business Services is the City's current contracted internet and information technology services. In 2023, the City completed a full inventory and audit of all computer hardware and software. All locations were experiencing significant processing delays and computer lag times. The audit revealed:

1) There was equipment that was not included in the Cloud Management System that Vyve was not able to access,
2) Vyve could not remote access one of the old Cisco Switches, and
3) Identified the criticality of several machines that needed immediate replacement (WWTP plant, City Hall Conference Room & WTP plant).

To improve the speed and performance of all the hardware and software, the City desired to upgrade all locations to fiber internet. To upgrade the speed, it was also necessary to replace and upgrade the City's firewall as the current one would not be able to handle the 1Gb speed. All locations and services were previously on separate contracts (9 in total) with service terms ranging from 36-60 months. The City negotiated an upgraded switch and consolidated invoicing; Vyve also offered to use the City's business account to pilot the robust Sentinel One security system at no additional cost to the City.

Recommendation:

Authorize the City Manager to sign the Business Services & Locations consolidated contract.

Fiscal Note:

Savings of $29,854.32

Funding Source:

™

Business Service Order – Vyve Broadband

Customer Information

Company Name: Abilene City Office	Account No.: 521155	Tax ID:
Street Address: Multi Site	City/Town: Abilene	State: KS Zip: 67410
Business Phone # : 785-263-2550	Cell Phone #	Check here for text alerts ☐
Primary Email: leann@abilenecityhall.com	Check for here for Email Billing ☐	Email billing,avoids a paper bill fee.
Owner/Authorized Person: Leann Johnson	Alternate Contact:	
Billing Name :	Alternate Contact # :	
Billing Address:	[If different from above]	
City/Town:	State: Zip:	

Monthly Service Pricing Service Term: 36-Months

Service/Product Description	QNTY	Unit Price	Promo Discount	Subtotal	Installation
DIA/L2 Fiber - 1Gb/250Mb/100Mb	1	$ 1,650.00	$	$ 1,650.00	$
5 Coax 100Mb/10Mb	1	$ 249.75	$	$ 249.75	$
VTS-CM Solution	1	$ 6,348.80	$	$ 6,348.80	$
		$	$	$ 0.00	$
		$	$	$ 0.00	$
		$	$	$ 0.00	$
		$	$	$ 0.00	$
		$	$	$ 0.00	$
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		$	$	$ 0.00	$
		$	$	$ 0.00	$
		$	$	$ 0.00	$
		$	$	$ 0.00	$
Build Contribution (If Applicable):		$	**TOTAL**	$ 8,248.55	$ 0.00

* Depending on your location, some or all of your service and equipment rates, plus certain additional charges, may be subject to state and/or local fees which will be added to your monthly bill.
** Total Monthly Pricing Excludes Applicable Taxes, Fees, & Surcharges as set by prevailing authorities (such as broadcast access fees, retransmission fees, and franchise fees).
*** Total Monthly Price Includes Promo Discount. Service rates adjust to standard Unit Price after Promo Term expires. Video Service Rates subject to annual rate increase of up to 8%.

Voice Provisioning Information

Directory Listing Name: Caller ID Name Display:

(15-Character Limit)

Special Instructions

This agreement supersedes all previous agreements between Vyve Broadband and the City of Abilene for services outlined in Business Services & Locations proposal attached.

Terms & Conditions

The undersigned represents that he/she is the Customer or Authorized Customer Representative identified above and is authorized to sign this Service Order on behalf of Customer for the services selected above and that the Customer information set forth herein is true and correct. By signing this Service Order, the undersigned hereby acknowledges and agrees that Customer shall be bound by, and expressly consents to, the rates, terms and conditions of service applicable to each of the services selected above, including any termination penalties that may apply, as may be set forth in Vyve's Business Services Subscriber Agreement, as well as the Vyve's Business Services Acceptable Use Policy, Network Management Practices Policy and Customer Privacy Notice, as they respectively may be changed from time to time. In addition, if the undersigned selects the Vyve's auto pay payment option, the undersigned represents that he/she is the authorized signer for the account enrolled, will be liable for the entire amount debited or charged plus any additional charges for debits or charges not honored at time of presentation to his/her financial institution and will be bound by the terms and conditions of the Vyve Broadband Auto Pay Policy, as it may be changed from time to time. Vyve's website always contains the most recent versions of these policies at https://www.vyvebroadband.com/policies/. Customer acknowledges receipt of these policies by signing below. The undersigned authorizes Vyve to check Customer's credit and acknowledges and agrees that the effectiveness of this Service Order shall be subject to credit approval. For the avoidance of doubt, Service is effective and shall commence on the date on which installation of the Service is completed. As used herein, "Vyve" shall mean the applicable subsidiary or subsidiaries of Vyve Broadband Investments, LLC which are providing the services to Customer pursuant to this Service Order.

Business Service Order Includes: "ADDITIONAL TERMS AND SERVICE LEVEL AGREEMENT APPLICABLE FOR VYVE BROADBAND ENTERPRISE CLASS FIBER SERVICES: ("FIBER SERVICE") as set forth in Attachment C to the Business Services Subscriber Agreement.

Customer Signature ________________________________ **Date:** ________________

Vyve Broadband

March 25th, 2024

Toni West
Sr. Account Executive
P: 785.200.4945
E: toni.west@vyvebb.com

Proposal Prepared For:

The City of Abilene

419 N Broadway

Abilene, KS 67410

Business Services & Locations

Location	Service	MRC	Term	Qty
City Hall	1Gb/1Gb DIA-Fiber	$350.00	36 Mo	1
	CMS Firewall	$200.00	36 Mo	1
	CMS Access Points	$220.00	36 Mo	5
	CMS 24 Port Switches	$272.00	36 Mo	2
	Datto Backup Service	$125.00	36 Mo	1
	RMM/AV Endpoint Security	$1,339.80	36 Mo	84
	Server Endpoint Security	$45.00	36 Mo	1
	Monthly IT Support	$650.00	36 Mo	5
	M365 BB/Azure Active	$552.00	36Mo	46
	M365 B Premium	$990.00	36 Mo	45
	Site Total	**$4,743.80**		
Notes: Update Endpoint Security count from 53 to 84, replace outdated switches and APs with newest models, and add average IT support of 5 hours to be billed monthly.				
Abilene PD	100Mb L2 Transport	$150.00	36 Mo	1
	CMS Access Points	$176.00	36 Mo	4
	CMS 24 Port Switch	$136.00	36 Mo	1
	CMS 48 Port Switch	$158.00	36 Mo	1
	Datto Backup Service	$125.00	36 Mo	1
	Server Endpoint Security	$90.00	36 Mo	2
	Site Total	**$835.00**		
Notes: Upgrade 50Mb L2 connection to 100Mb, replace outdated switches and APs with newest models.				
CVB	100Mb/100Mb DIA-Fiber	$150.00	36 Mo	1
	CMS Firewall	$85.00	36 Mo	1
	CMS Access Point	$44.00	36 Mo	1
	CMS 8 Port Switch	$48.00	36 Mo	1
	Site Total	**$327.00**		
Notes: Includes fiber relocation for remodel. Replace outdated AP with newest model and add CMS 8 Port Switch.				
Parks & Rec	100Mb/10Mb Coax	$49.95	36 Mo	1
	CMS Firewall	$85.00	36 Mo	1
	CMS Access Points	$44.00	36 Mo	1
	CMS 8 Port Switch	$48.00	36 Mo	1
	Expanded Basic TV	$0	36 Mo	1
	Site Total	**$226.95**		
Notes: Free TV & 50% off 100Mb coax for term of contract. Update firewall and AP and install CMS 8 port switch.				
Water Treatment	250Mb/250Mb	$300.00	36 Mo	1
	CMS Wireless Firewall	$85.00	36 Mo	1
	CMS 8 Port Switch	$48.00	36 Mo	1
	Site Total	**$433.00**		
Notes: Replace Wireless Verizon LTE & ZC3 security appliance with Meraki MX67w and install CMS 8 port switch				

Business Services & Locations

Location	Service	MRC	Term	Qty
Public Works	100Mb/10Mb Coax	$49.95	36 Mo	1
	CMS Firewall	$85.00	36 Mo	1
	CMS Access Points	$44.00	36 Mo	1
	CMS 8 Port Switch	$48.00	36 Mo	1
	Expanded Basic TV	$0	36 Mo	1
	Site Total	**$178.95**		
Notes: Free TV & 50% off 100Mb coax for term of contract. Replace out of date firewall and/or AP and install CMS 8 port switch.				
Senior Center	100Mb/10Mb Coax	$49.95	36 Mo	1
	CMS Wireless Firewall	$85.00	36 Mo	1
	Expanded Basic TV	$0	36 Mo	1
	Site Total	**$134.95**		
Notes: Free TV & 50% off 100Mb coax for term of contract. Replace out of date firewall and/or AP and install CMS 8 port switch				
Park Shop	100Mb/10Mb Coax	$49.95	36 Mo	1
	CMS Wireless Firewall	$85.00	36 Mo	1
	Site Total	**$134.95**		
Notes: 50% off 100Mb coax for term of contract. Replace out of date firewall and/or AP and install CMS 8 port switch				
Recycle Center	100Mb/100Mb DIA Fiber	$200.00	36 Mo	1
	CMS Wireless Firewall	$85.00	36 Mo	1
	CMS 8 Port Switch	$48.00	36 Mo	1
	Site Total	**$333.00**		
Notes: Replace Wireless Verizon LTE & ZC3 security appliance with Meraki MX67w and install CMS 8 port switch				
Airport	100Mb/100Mb DIA-Fiber	$200.00	36 Mo	1
	CMS Firewall	$85.00	36 Mo	1
	CMS 8 Port Switch	$48.00	36 Mo	1
	Site Total	**$333.00**		
Notes: Install new 100Mb DIA to replace Wireless Verizon LTE & free wireless. Replace ZC3 security appliance with Meraki MX67w and install CMS 8 port switch				
Wastewater	250Mb/250Mb	$300.00	36 Mo	
	CMS Firewall	$85.00	36 Mo	1
	CMS 8 Port Switch	$48.00	36 Mo	1
	Site Total	**$433.00**		
Notes: Replace Wireless Verizon LTE & ZC3 security appliance with Meraki MX67w and install CMS 8 port switch				
Water Tower	100Mb/10Mb	$49.95	36Mo	1
	CMS Wireless Firewall	$85.00	36Mo	1
	Site Total	**$134.95**		

City of Abilene Authorized Representative (Print Name) ___________________________

Signature: _______________________________ Date: _________________________

Date	Vyve Individual Agreements	Unit Price	Term-Mos	Total
7/18/2023	Water Treatment Plant			
	250Mb/250Mb	$ 300.00	60	$ 18,000.00
				$ -
7/18/2023	Waste Water Treatment Plant			$ -
	250Mb/250Mb	$ 300.00	60	$ 18,000.00
				$ -
				$ -
7/14/2023	City of Abilene			$ -
	1Gb/1Gb DIA w/VTS firewall upgrade	$ 550.00	60	$ 33,000.00
				$ -
3/10/2023	Abilene Police Department			$ -
	Layer 2 transport - 50Mb	$ 200.00	36	$ 7,200.00
	VTS-Cloud Managed Security	$ 109.59	36	$ 3,945.24
				$ -
3/9/2023	Parks & Rec			$ -
	Wireless Upgrade	$ 116.00	36	$ 4,176.00
				$ -
2/20/2023	Abilene Water Tower			$ -
	100Mb/10Mb	$ 39.95	36	$ 1,438.20
	Business Static IP Address	$ 10.00	36	$ 360.00
				$ -
12/16/2022	City of Abilene			$ -
	Microsoft 365 Business Premium (45 licenses)	$ 990.00	60	$ 59,400.00
	Azure Active Directory Premium (45 licenses)	$ 270.00	60	$ 16,200.00
				$ -
11/14/2022	City of Abilene			$ -
	25Mb/25Mb Verizon LTE Redundant (qty 3)	$ 372.00	36	$ 13,392.00
	Cloud Managed Appliance-Meraki Z3 (qty 3)	$ 150.00	36	$ 5,400.00
				$ -
6/29/2022	City of Abilene-Airport Failover			$ -
	Cloud Managed Appliance -Meraki Z3	$ 50.00	36	$ 1,800.00
	25Mb/25Mb LTE Redundant	$ 124.00	36	$ 4,464.00
	Tax (should not have been included)	*$ 15.23*	*36*	$ 548.28
2/1/2021	Original City of Abilene Quote & Agreement:			
	City Hall			
	Desktop Endpoint Security RMM/AV (qty 49)	$ 683.55	36	$ 24,607.80
	Server Endpoint management RMM/AV	$ 45.00	36	$ 1,620.00
	CMS Cloud Security MX65 license	$ 60.00	36	$ 2,160.00
	CMS Total Cloud Security MR33 hardware and Licensing	$ 84.00	36	$ 3,024.00
	CMS Cloud Security MR33 new hardware and licensing	$ 38.00	36	$ 1,368.00
	Datto-Alto3 (2Tb) with 1 Agent	$ 125.00	36	$ 4,500.00
	Microsoft 365 Business Basic (qty 47)	$ 235.00	36	$ 8,460.00
	Microsoft 365 Business Standard (qty 31)	$ 387.50	36	$ 13,950.00
	Microsfot 365 E3 Licensing (qty 2)	$ 40.00	36	$ 1,440.00
	Fire Dept			
	CMS Total Cloud Security MR33 hardware and Licensing	$ 28.00	36	$ 1,008.00
	CVB			
	CMS Total Cloud Security MX65 & MR33 hardware and licensing	$ 93.00	36	$ 3,348.00
	Airport			
	CMS Total Cloud Security Z3 hardware and licensing	$ 40.00	36	$ 1,440.00
	Parks Shop			
	CMS Total Cloud Security MX65w license	$ 65.00	36	$ 2,340.00
	Parks & Recreation			
	CMS Total Cloud Security MX65w license	$ 65.00	36	$ 2,340.00
	Public Works			
	CMS Total Cloud Security MX65w license	$ 65.00	36	$ 2,340.00
	Senior Center			
	CMS Total Cloud Security MX65w license	$ 65.00	36	$ 2,340.00

Recylce Center				
CMS Total Cloud Security Z3 hardware and licensing	$	49.00	36	$ 1,764.00
Water Plant				
CMS Total Cloud Security Z3 hardware and licensing	$	49.00	36	$ 1,764.00
Waste Water Plant				
CMS Total Cloud Security Z3 hardware and licensing	$	49.00	36	$ 1,764.00
Abilene Police Department				
Server Endpoint management RMM/AV (qty 2)	$	190.00	36	$ 6,840.00
Desktop Endpoint Security RMM/AV (qty 13)	$	129.35	36	$ 4,656.60
Datto-Alto3 (2Tb) with 1 Agent	$	125.00	36	$ 4,500.00
				$ 284,898.12

Business Services and Locations	Unit Price	Term-Mos	Total	NOTES
City Hall				
1Gb/1Gb DIA-Fiber	$ 350.00	36	$ 12,600.00	
CMS Firewall	$ 200.00	36	$ 7,200.00	
CMS Access Points (qty 5)	$ 220.00	36	$ 7,920.00	*Replaced
CMS 24 Port Switches (qty 2)	$ 272.00	36	$ 9,792.00	*Replaced
Datto Backup Service	$ 125.00	36	$ 4,500.00	
RMM/AV Endpoint Security (qty 84)	$ 139.80	36	$ 5,032.80	*Updated from 53 to 84
Server Endpoint Security	$ 45.00	36	$ 1,620.00	
Monthly IT Support (qty 5)	$ 650.00	36	$ 23,400.00	*Added an IT average support of 5 hours
M365 BB/Azure Active (qty 46)	$ 540.00	36	$ 19,440.00	
M365 B Premium (qty 45)	$ 990.00	36	$ 35,640.00	
			$ -	
Abilene PD			$ -	
100Mb L2 Transport	$ 150.00	36	$ 5,400.00	*Updated 50Mb to 100MB
CMS Access Points(qty 4)	$ 176.00	36	$ 6,336.00	*Replaced
CMS 24 Port Switch	$ 136.00	36	$ 4,896.00	*Replaced
CMS 48 Port Switch	$ 158.00	36	$ 5,688.00	*Replaced
Datto Backup Service	$ 125.00	36	$ 4,500.00	
Server Endpoint Security (qty 2)	$ 90.00	36	$ 3,240.00	
			$ -	
CVB			$ -	
100Mb/100Mb DIA-Fiber $150.00 36 Mo 1	$ 150.00	36	$ 5,400.00	*Updated 50Mb to 100MB & fiber relocation for remodel
CMS Firewall $85.00 36 Mo 1	$ 85.00	36	$ 3,060.00	
CMS Access Point $44.00 36 Mo 1	$ 44.00	36	$ 1,584.00	*Replaced
CMS 8 Port Switch $48.00 36 Mo 1	$ 48.00	36	$ 1,728.00	*Added
			$ -	
Parks & Rec			$ -	
100Mb/10Mb Coax	$ 49.95	36	$ 1,798.20	*50% discount off 100Mb fiber update
CMS Firewall	$ 85.00	36	$ 3,060.00	*Updated
CMS Access Points	$ 44.00	36	$ 1,584.00	*Replaced
CMS 8 Port Switch	$ 48.00	36	$ 1,728.00	*Added
Expanded Basic TV	$ -	36	$ -	No charge
			$ -	
Water Treatment Plant			$ -	
250Mb/250Mb	$ 300.00	36	$ 10,800.00	*Replaced Verizon LTE
CMS Wireless Firewall	$ 85.00	36	$ 3,060.00	*Replaced
CMS 8 Port Switch	$ 48.00	36	$ 1,728.00	*Added
			$ -	
Public Works			$ -	
100Mb/10Mb Coax	$ 49.95	36	$ 1,798.20	*50% discount off 100Mb fiber update
CMS Firewall	$ 85.00	36	$ 3,060.00	*Replaced
CMS Access Points	$ 44.00	36	$ 1,584.00	*Replaced
CMS 8 Port Switch	$ 48.00	36	$ 1,728.00	*Added
Expanded Basic TV	$ -	36	$ -	No charge
			$ -	
Senior Center			$ -	
100Mb/10Mb Coax	$ 49.95	36	$ 1,798.20	*50% discount off 100Mb fiber update
CMS Wireless Firewall	$ 85.00	36	$ 3,060.00	*Replaced
Expanded Basic TV	$ -	36	$ -	
			$ -	
Park Shop			$ -	
100Mb/10Mb Coax	$ 49.95	36	$ 1,798.20	*50% discount off 100Mb fiber update
CMS Wireless Firewall	$ 85.00	36	$ 3,060.00	*Replaced
			$ -	
Recycle Center			$ -	
100Mb/100Mb DIA Fiber	$ 200.00	36	$ 7,200.00	*Replaced Verizon LTE
CMS Wireless Firewall	$ 85.00	36	$ 3,060.00	*Replaced
CMS 8 Port Switch	$ 48.00	36	$ 1,728.00	*Added
			$ -	

Airport			$ -	
100Mb/100Mb DIA-Fiber $200.00 36 Mo 1	$ 200.00	36	$ 7,200.00	
CMS Firewall $85.00 36 Mo 1	$ 85.00	36	$ 3,060.00	
CMS 8 Port Switch $48.00 36 Mo 1	$ 48.00	36	$ 1,728.00	
			$ -	
Wastewater Plant			$ -	
250Mb/250Mb $300.00 36 Mo	$ 300.00	36	$ 10,800.00	*Install new fiber to replace LTE
CMS Firewall $85.00 36 Mo 1	$ 85.00	36	$ 3,060.00	*Replaced
CMS 8 Port Switch $48.00 36 Mo 1	$ 48.00	36	$ 1,728.00	*Install
			$ -	
Water Tower			$ -	
100Mb/10Mb $49.95 36Mo 1	$ 49.95	36	$ 1,798.20	
CMS Wireless Firewall $85.00 36Mo 1	$ 85.00	36	$ 3,060.00	
			$ 255,043.80	

ABILENE KANSAS

City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

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, April 22, 2024

Session: Regular Meeting

Topic: Fluoride Draft Ordinance

Department: Public Works

Staff Contact: Ron Marsh/Brad Anderson

Per the discussion during the 3/25/24 and 4/8/24 commission study sessions, a draft ordinance repealing Ordinance 2828 is before you for consideration.

Background:

- Abilene Water Treatment Plant came online in 1998.
- Adding fluoride was an afterthought. Per the January 11, 1999 City Commission minutes, fluoride was first added beginning February 1, 1999.
- Operators feed the chemical into the system.
- Fluoride is dangerous in chemical form; operators wear PPE.
- From operator standpoint it's a dangerous process.
- EPA has lowered the threshold for fluoride over the years, now at .7 milligrams/liter (PPM)
- Naturally occurring, fluoride runs 0.2 - 0.5 ppm depending on the water source.
- Abilene doesn't add much and tends to run on the shy side.
- Based on an average of 30M gallons pumper per month, we use roughly a 55 gal drum/month.
- Annual cost for fluoride runs $2200-$4400.

Chemicals used in water production:

- Chlorine Gas ($Cl2$) – used for the disinfection of water. We maintain a residual of 1.8 mg/l to 2.0 mg/l. We use roughly 14 lbs per day.
- Caustic Soda ($NaOH$) – used for stabilizing the water and preventing corrosion of the pipe or scaling on the pipe surface. We maintain a pH range of 7.6-8.0. We use roughly 30 gallons per day.
- Fluoride (Hydrofluorosilicic Acid) – Used to add to the fluoride residual of the water. We maintain a consistent 0.70 mg/l residual. We use roughly 1.5 gallons per day.

Additional information:

Ordinance 2497, authorizing the electorate's vote on adding fluoride to the municipal water supply, was approved on February 4, 1980. The vote was on April 1, 1980. According to the April 14, 1980, City Commission minutes, the results of the vote were yes – 626, no – 1329.

At the April 14, 1997, City Commission meeting, Ordinance 2828 (attached) was approved, authorizing and directing the fluoridation of water provided by the municipal water utility upon completion of the municipal water treatment plant.

ORDINANCE NO. 24-3448

AN ORDINANCE REPEALING ORDINANCE NO. 2828, TITLED "AN ORDINANCE AUTHORIZING AND DIRECTING THE FLUORIDATION OF THE WATER PROVIDED BY THE MUNICIPAL WATER UTILITY", WHICH WAS PASSED BY THE GOVERNING BODY OF THE CITY OF ABILENE, KANSAS ON APRIL 14, 1997 AND BECAME EFFECTIVE ON JULY 10, 1997.

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

SECTION 1. Ordinance No. 2828 of the City of Abilene, Kansas is hereby repealed.

SECTION 2. The City Manager is authorized and directed to discontinue the City's addition of fluoride to water provided by the City's municipal water utility system.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption and publication once in the official city newspaper by the following summary:

Ordinance No. 24-3448 Summary

> On April 22, 2024, the Abilene City Commission passed Ordinance No. 24-3448. The ordinance repeals Ordinance No. 2828, which was titled "AN ORDINANCE AUTHORIZING AND DIRECTING THE FLUORIDATION OF THE WATER PROVIDED BY THE MUNICIPAL WATER UTILITY", passed by the City Commission on April 14, 1997 and effective on July 10, 1997, and which authorized and directed the fluoridation of water provided by the municipal water utility. 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 22nd day of April, 2024.

____
Brandon Rein, Mayor

Attest:

____
Shayla L. Mohr, CMC, City Clerk

The publication summary set forth above is certified this 22nd day of April, 2024.

____
Aaron O. Martin, Legal Counsel

CITY OF ABILENE
YTD FUND BALANCE

Fund	2019 Beginning Balance	YTD Revenue	YTD Expense	Fund Balance
001 GENERAL FUND	$685,029	$2,071,203	$1,539,032	$1,214,200
002 WATER FUND	$687,470	$443,944	$515,536	$615,878
003 RECYCLING FUND	$57,499	$29,339	$22,886	$63,952
004 SEWER FUND	$197,534	$406,068	$826,437	-$222,836
005 AIRPORT FUND	$253,856	$3,511	$84,105	$173,262
006 BOND & INTEREST	$34,099	$274,309	$81,684	$226,724
007 FIRE APPARATUS FUND	$11,799	$76,807	$71,075	$17,531
008 SPECIAL PARKS & REC	$69,567	$14,649	$12,206	$72,010
009 SPECIAL ALCOHOL & DRUG	$7,664	$3,244	$16,278	-$5,370
011 LIBRARY FUND	-$569	$331,229	$331,229	-$569
013 TOURISM & CONVENTION FUND	$78,805	$38,636	$66,478	$50,963
014 SPECIAL STREET FUND	$91,709	$42,970	$123,138	$105,438
015 RECREATION COMMISSION	$498,170	$268,622	$128,138	$638,654
018 CAPITAL IMPROVEMENT	$391,080	$7,867	$0	$398,947
020 EQUIPMENT RESERVE FUND	$342,660	$29	$4,610	$338,080
022 2019 BOND 8TH STREET PROJECT	-$23	$0	$0	-$23
027 STORM DRAINAGE	$569,920	$17,491	$28,800	$558,611
028 EQUIPMENT RESERVE - WATER	$300,857	$26	$77,205	$223,678
029 EQUIPMENT RESERVE - SEWER	$73,702	$6	$0	$73,708
034 SPECIAL LAW ENFORCEMENT TRUS	$6,457	$194	$0	$6,651
035 SPECIAL REVENUE COMM CTR	-$9,206	$0	$0	-$9,206
036 SPECIAL REVENUE LIB-POOL RENO	$16,418	$0	$0	$16,418
037 SALES TAX STREET FUND	$717,562	$0	$133,420	$490,245
044 KS FIGHTS ADDICTION FUND	$10,409	$2,032	$0	$12,441
045 AMERICAN RESCUE PLAN ACT FUN	$488,113	$0	$0	$488,113
046 LAND BANK FUND	$25,000	$37,420	$12,500	$49,920
047 SISTER CITY SCHOLARSHIP FUND	$12,129	$0	$0	$12,129
048 TREE BOARD PROGRAM	$0	$0	$0	$3,000
	$5,617,711	$4,069,595	$4,074,755	$5,612,551

City Commission Meeting Date: Monday, April 22, 2024

Session: Regular Meeting

Topic: Olsson Master Agreement Work Order No. 6

Department: Finance

Staff Contact: Finance Director, Leann Johnson

Background:

The City of Abilene has been working with Diane Hofer, PE with Olsson Engineering on airport projects since June 28, 2022, through the Master Agreement for Professional Services. Olsson has submitted Work Order No. 6 for the construction and closeout phase to displace the Runway 17 threshold by 186.19 feet as needed to match the existing runway edge lights based on the FAA's finding for compliance with mitigating the railroad clearance obstruction (in accordance to the FAA's AC 150/5370-10-Standards for Specifying Construction of Airports), including:

Displace the Runway 17 threshold, including:

- Installation of new outboard threshold lights
- Replacement of lens on 10 existing threshold lights
- Installation of new PAP-2L and removal of existing PAPI-2L
- Installation of new REILS and removal of existing REILS

Replace visual aids on Runway end 35:

- Installation of new PAPI-2L and removal existing PAPI-2L

Runway 17/35:

- Mark the entire runway to reflect the displacement, including removal of existing markings
- Replace one existing regulator

Anticipated start date: Summer or Fall, 2024
Anticipated completion date: October 1, 2025

Attachments:
Olsson's Master Agreement Work Order No. 6

Recommendation:

Approve Master Agreement Work Order No. 6, Construction & Closeout Phase for the Displaced Threshold with Olsson Engineering in the amount of $181,900.

Fiscal Note:

Total $181,900 (Construction: $82,300, Close-Out: $99,600)
10% City match of the project ($18,190)
90% Reimbursed from FAA AIP ($163,710)

Funding Source:

Airport Special Projects Fund
005-000-520260

MASTER AGREEMENT WORK ORDER NO. 6
CONSTRUCTION & CLOSEOUT PHASE – DISPLACED THRESHOLD
AIP Project No. 3-20-0001-018

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” or “Sponsor”) and Olsson, Inc. (“Olsson”) providing for professional services.

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 is located at the Abilene Municipal Airport and includes the following.

Displace the Runway 17 threshold, including:

- Installation of new outboard threshold lights
- Replacement of lens on 10 existing light fixtures
- Installation of new PAPI-2L and removal of existing PAPI-2L
- Installation of new REILs and removal of existing REILs

Replace visual aids on Runway end 35

- Installation of new PAPI-2L and removal of existing PAPI-2L

Runway 17/35

- Mark the entire runway to reflect the displacement, including removal of existing markings
- Replace one existing regulator

SCOPE OF SERVICES

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

SECTION 4: CONSTRUCTION PHASE SERVICES, INCLUDING OBSERVATION.

Based on 35 working days (construction contract time)

Olsson will not begin work on this Phase until a Notice to Proceed is received from the Sponsor. Both parties understand that this work is subject to the availability of FAA funds.

a. Project Administration. Provide general consultation and technical assistance to the Sponsor during all construction phases. Coordinate with the Sponsor and FAA to provide information on developments and decisions that are made concerning the project. Provide 5 sets of plans and specifications to the Construction Contractor for their use.

b. Prepare and submit Quarterly Performance Reports.

c. Assign a Project Engineer to the project who will periodically perform Construction Observation of the work in progress. It is estimated that the Project Engineer will make 2 site visits approximately once a month.

d. Require construction contractor to prepare a Notice of Intent for Authorization to Discharge Stormwater Runoff from Construction Activities (NDPES permit) and Storm Water Pollution Prevention Plan (SWPPP), if more than one acre is disturbed.

e. A Construction Observation Program is not included. A COP is not required because this is no paving in this project.

f. Review shop and erection drawings and all materials data submitted by construction contractors for general compliance with design concepts and Buy American provisions. Olsson's review of such information is not a guarantee of suitability, does not relieve the Contractor of any of its responsibilities and the Contractor shall remain solely responsible and liable for the quality and completion of the Project in compliance with contract documents.

g. Conduct a preconstruction conference per AIP Sponsor Guide No. 1040 *Preconstruction Conference*. Submit a formal report of the conference discussions.

h. Provide horizontal and vertical survey control and staking, as required under the FAA standard specification General Provision 50-07.

i. Upon receipt of FAA and Sponsor authorization, issue the Notice to Proceed to the construction contractor. FAA authorization will not be issued until all conditions are met in accordance with AIP Sponsor Guide No. 1050 *Notice to Proceed*.

j. Provide full-time <u>on-site</u> Construction Observation in accordance with AIP Sponsor Guide No. 1030 *Construction Observation*, except that a Construction Observation Program will not be prepared, and Guide No. 1070 *Inspections: Development Projects.*

   Resident project representative (RPR) hours will be consistent to the contractor's schedule and time on the site (8-10 hour days plus weekly round-trips to and from office).

k. Provide construction testing. See Exhibit B1 for a list of the anticipated tests and services. Estimated quantities of tests were based on the following lot sizes and estimated construction quantities
   (1) Excavation / Embankment – no tests
   (2) Concrete
      i. Lot size: daily
      ii. Estimated construction quantity: 5 days of placement
   (3) Reflectometer – contractor will be required to conduct this test

l. Conduct one site visit by an electrical engineer.

m. Submit weekly FAA Form 5370-1 "Construction Progress and Inspection Reports" and testing reports to the Sponsor and FAA.

n. Provide a weekly photo log with the Construction Reports for each week that the contractor is on-site from the start of construction until substantial completion.

o. Monitor compliance with Davis-Bacon requirements, DBE requirements, and E.E.O requirements per AIP Sponsor Guide No. *Labor Provisions: Development Projects* and Guide No. 1073 Monitoring *Labor and Civil Rights Requirements Development Projects.* Provide Davis-Bacon compliance documentation to Sponsor during the project close-out.

p. Prepare and negotiate construction contract modifications, change orders and supplemental agreements, per AIP Sponsor Guide No. 1080 *Contract Modifications*.

q. Review amounts owed to construction contractors and prepare progress estimate forms certified by construction contractor(s).

r. Prepare FAA Invoice Summary for the DELPHI system.

s. Prepare annual SF-271 and SF-425 forms.

t. Arrange and conduct final walk-through with Sponsor and Construction Contractor. Prepare punch list and monitor completion of punch list items.

u. Arrange and attend final inspection.

v. As-built survey is not included.

SECTION 5: CLOSE OUT

Upon completion of construction, the Consultant agrees to provide the following items, in accordance with FAA/ACE AIP Guide No. 1610 - Development Project Closeout. The Consultant agrees to complete this phase within 90 days of final acceptance. If the Contractor does not provide their documentation (wage rate reports, DBE final utilization, etc.) within this time limit, this will be so noted in the close-out documents.

(1) Sponsor Certification for Final Acceptance – not included; provided in design phase
(2) Final Outlay Report (SF-271)
(3) Final Federal Financial Report (SF-425)
(4) Final Project Cost Summary
(5) Summary of DBE Utilization – to be included in the Final Construction Report
(6) Final Construction Report, including summary of test results – one electronic copy each to Sponsor and FAA
(7) As-built Drawings – include half-sized set in Final Report and provide in pdf format.
(8) As-built Airport Layout Plan (approx. 40 plan sheets) – one full-size preliminary set for FAA review; four full-size sets for Sponsor signature upon receipt of FAA comments
(9) 5010 Updates
(10) Airport Chart / Diagram Modifications
(11) AGIS Survey to be completed by subconsultant (Martinez Geospatial / MTZ). The full scope of this work is attached as Exhibit A. The work will include:
    i. New aerial ortho imagery
    ii. New airspace analysis for as-built conditions
    iii. Imagery control survey

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: Summer or fall, 2024
Anticipated Completion Date: October 1, 2025

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

Section 4: Construction Phase. Payment for the items included in Section 4, Construction Phase shall be made based on direct salary (including overtime required by law), overhead costs and reimbursable expenses incurred plus a fixed payment of $9,331.13 and subcontract costs, which are estimated on Exhibit B attached and made a part hereto.

The total charges for Section 4 will not be greater than the "Not-to-Exceed" (NTE) amount of **$82,300**, if 1) the construction work is completed within the construction contract aggregate time allowance; and 2) the scope of work as set forth in Sections 2 and 4 is not exceeded. If either of these two events occur, the "Not-to-Exceed" amount may be increased by an amendment to this Agreement.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed payment with the final invoice adjusted to include the remaining unpaid balance of the fixed payment.

Exhibit B and B1 contains estimated quantities and unit prices. Actual hours, rates, charges, and reimbursable expenses may vary. The labor and general administration overhead percentage is fixed and will not vary, unless revised by an amendment. The overhead percentage is supported by a statement of overhead expenses certified by Olsson's auditor or a governmental auditor. The fixed payment will not change, unless revised by an amendment to this Agreement.

Section 5: Close-Out Phase. Payment for the items included in Section 5, Close-Out Phase, shall be the lump sum of **$99,600** shown on Exhibit C, attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed.

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: __________________________

MARTINEZ GEOSPATIAL

A GEOSPATIAL SERVICE PROVIDER

EXHIBIT A

Survey, Photogrammetry & Airports-GIS Services

Abilene Municipal Airport (K78)

AS-BUILT PHASE

04/03/2024

2915 Waters Road Suite 100 Eagan, Minnesota 55121

Tel: 651-686-8424 • www.mtzgeo.com

PROJECT SUMMARY

CLIENT	Olsson
CLIENT CONTACT	Jeremy Olson
CLIENT ADDRESS	601 P Street, Suite 200 Lincoln, NE 68508
PROJECT LOCATION	Abilene Municipal Airport (K78)

Martinez Geospatial, Inc. (MTZ) will provide **OLSSON** with survey, photogrammetry and Airports-GIS services in support of a **Safety-Critical As-Built Survey** at **Abilene Municipal Airport (K78).**

All survey and photogrammetry work will be accomplished in accordance with the following Advisory Circulars:

AC-150/5300-16B (16B)
AC-150/5300-17C (17C)
AC-150/5300-18B (18B)

The Airports-GIS objective for this project is to collect and submit *Safety-Critical* data for the airport. Specifically, submission of safety-critical data will include an Airport Airspace Analysis for Runway 17/35, NAVAID Survey Data, and Runway Ends & Profile Data.

MTZ will fulfill the data collection, formatting, and delivery requirements of the FAA Airports-GIS program. In general, MTZ's approach to fulfilling the GIS requirements will be accomplishing those required tasks as outlined in **Table 2-1 (Survey Requirements Matrix)** of **18B, Column "Instrument Procedure Development."**

PROJECT SPECIFICATIONS

STATE	KANSAS
COUNTY	DICKINSON
PROJECT TYPE	AVIATION (AIRPORTS-GIS)
COORDINATE SYSTEM	KANSAS STATE PLANE – NORTH ZONE
HORIZONTAL DATUM	NAD83
VERTICAL DATUM	NAVD88 (GEOID18)
FIELD-SURVEY PROVIDED BY	MARTINEZ GEOSPATIAL
ORTHO RES & PHOTO FORMAT	0.5' GSD, TIF & SID FORMAT

PROJECT AREA DEFINITION

The total project area consists of two components:

AREA A	**Planimetric & Topographic Mapping Limit** - This area defines the limit for the compilation of as-built planimetric & topographic base-mapping.
AREA B	**Airports-GIS Airspace Analysis Limits -** Horizontal Limits of the applicable Obstruction Identification Surfaces (OIS) as defined in AC-150/5300-18B.

PROJECT TASKS

Project Planning/Project Management/FAA Airports-GIS Coordination/Field-Survey Consultation

MTZ will assist OLSSON to develop, submit, and gain approval of the "Statement of Work" for the project through FAA Airports-GIS. MTZ will assemble, submit, and gain approval of the Imagery Plan, Survey & Quality Control Plan, and AP Acquisition Report through FAA Airports-GIS.

Aerial Imagery Acquisition

New color aerial imagery will be captured for all areas defined in the **PROJECT AREA DEFINITION** section of this proposal utilizing a digital photogrammetric camera. The aerial imagery acquisition flight mission will be executed in accordance with all guidelines and specifications within FAA AC 150/5300-17C.

The aerial imagery acquisition flight mission will consist of one "block" of imagery, collected to the following specifications:

IMAGERY RESOLUTION	PURPOSE/USE
10cm	The coverage limit for this imagery is the horizontal extents of **AREA A & AREA B.** This imagery will be utilized for all photogrammetric data collection. Ortho-imagery will also be generated for this area at a resolution of 0.50' GSD.

Upon completion of the flight mission, the imagery will be reviewed through in-house Quality Assurance procedures for photogrammetric acceptability and compliance with AC 150/5300-17C requirements.

Establish Geodetic Control / Temporary Control (Field-Survey)

K78 does not have any established PACS & SACS geodetic monuments. Therefore, temporary Geodetic Control methodology will be utilized for this project. As required by FAA, at least two Temporary Control Marks will be established on the airfield through NGS OPUS. Two independent 4-hour sessions are required per survey mark. Once established, the Temporary Control Marks will serve as the basis of the geodetic control network for the survey project.

Survey Imagery Photo Control (Field-Survey)

Photo-identifiable control points will be selected for use as imagery ground control. Imagery Control will be surveyed (properly tied to NSRS) and documented in accordance with AC-150/5300-17C and FAA Airports-GIS requirements. Ground Control data and documentation will be submitted to FAA Airports-GIS along with the AP Acquisition Report. It is anticipated that approximately **18** imagery control points will be required, along with **6** independent OPUS Checkpoints.

Aero Triangulation

The digital aerial imagery will be imported onto a digital photogrammetric workstation where it will be oriented with field-surveyed ground control. This procedure will establish both horizontal and vertical control for orienting individual photogrammetric models. This orientation will be accomplished using Soft Copy Aerial Triangulation methods.

Create Digital Ortho Imagery

Digital orthophotos will be produced to meet the requirements of OLSSON and the Airport as well as to comply with the requirements of the FAA Airports-GIS program and AC 150/5300-17C. One set of ortho imagery will be produced, covering the following defined areas and meeting the following specifications:

RESOLUTION	COVERAGE LIMIT
0.50’ GSD	Airport Property (See Attached Exhibit)

Runway Surveys (Field-Survey)

Surveyors will complete field-survey of Runway 17/35. Survey tasks will include survey of runway-end-points/thresholds and runway-profiles. For each runway-end-point/threshold, a monument will be set, surveyed, and documented in accordance with AC-150/5300-18B. Runway-centerline-profiles will be surveyed at 50-foot stations. Runway survey data will be utilized for the Airport Airspace Analysis/Obstruction Surveys task. Runway survey data will be properly formatted by MTZ and reported in the FAA Airports-GIS deliverable.

NAVAID Surveys (Field-Survey)

Surveyors will complete as-built field-survey of NAVAIDs that were modified by the construction project. Each of these NAVAIDs will be surveyed and documented in accordance with AC-150/5300-18B. NAVAID survey data will be properly formatted by MTZ and reported in the FAA Airports-GIS deliverable. The NAVAID Survey will include the following:

17 PAPI	*35 PAPI*
17 REILs	

Airport Airspace Analysis/Obstruction Surveys

18B/AGIS

An Airport Airspace Analysis will be performed in accordance with AC 150/5300-18B. This task will be performed to comply with the requirements of the FAA Airports-GIS Program for projects involving Instrument Procedures. All available existing obstacle data for K78 will be obtained & downloaded from FAA ADIP; existing obstacle data (relevant to the AGIS Airspace Analysis) will be validated or updated as necessary and incorporated into this project. Existing obstacle data will be reported back to FAA through ADIP, identifiable by assigned FAA-Obstacle-ID. Additional obstacle data will be collected as necessary to comply with FAA reporting requirements.

RUNWAY	ANALYSIS TYPE
17/35	Runways-With-Vertical-Guidance

Formatting of final reported 18B/AGIS obstacles will adhere to the specifications of AC 150/5300-18B, Chapter 5 *Airport Data Features.*

Planimetric & Topographic Mapping Compilation

Utilizing the aerotriangulated digital imagery, photographic stereo pairs will be oriented and compiled on digital photogrammetric workstations within **AREA A**. Mapping data will be compiled meeting the following specifications:

PLANIMETRIC DATA SCALE	1”=100’ SCALE (CLASS II STANDARDS)
TOPOGRAPHIC DATA SCALE	2’ CONTOUR INTERVAL (CLASS II STANDARDS)

MAPPING DELIVERABLE	FORMAT
PLANIMETRIC FILE	AUTOCAD (Other formats available upon request)
CONTOUR FILE	AUTOCAD (Other formats available upon request)
DIGITAL-TERRAIN-MODEL FILE	AUTOCAD (Other formats available upon request)

Planimetric Features will include (but are not limited to):

- **Building Outlines**
- **Airfield Pavement (Aprons, Taxiways, Runways)**
- **Airfield Paint Markings**
- **Airfield Signs**
- **Airfield Lights**
- **Roadways/Railways/Bridges**
- **Parking Lots**
- **Sidewalks**
- **Towers/Antennas**
- **Utilities (Above-Ground & Identifiable in Imagery)**

Mapping Edit and GIS Formatting

In addition to generating mapping data in CAD formats, all collected data will be edited and formatted in the appropriate AGIS format. In terms of GIS-attributes, MTZ will be responsible for populating all geospatial-related and/or critical attributes required for upload. In general terms, the final AGIS file created by MTZ will include both Safety-Critical and Non-Safety-Critical Data. This includes the following:

SAFETY-CRITICAL

Airspace

AC-18B Feature	AC-18B Section
Obstacle	5.5.2
Obstruction Area (if applicable)	5.5.3
Obstruction ID Surface	5.5.4

Runway

AC-18B Feature	AC-18B Section
Runway End	5.4.26
Runway Profile Points	5.8.6
Centerline Perpendicular Points	5.8.3
Touchdown Zone Elevation	5.8.7
Airport Elevation	5.8.2

NAVAIDs

AC-18B Feature	AC-18B Section
Navigational Aids	All Applicable - Group 5.10

NON-SAFETY-CRITICAL

Planimetric

AC-18B Feature	AC-18B Section
Airfield	All Applicable - Group 5.4
Manmade Structures	All Applicable - Group 5.10
Surface Transportation	All Applicable - Group 5.13
Utilities	All Applicable – Group 5.14

Topographic

AC-18B Feature	AC-18B Section
Elevation Contour	5.8.10

Final GIS data will meet the following specifications**:**

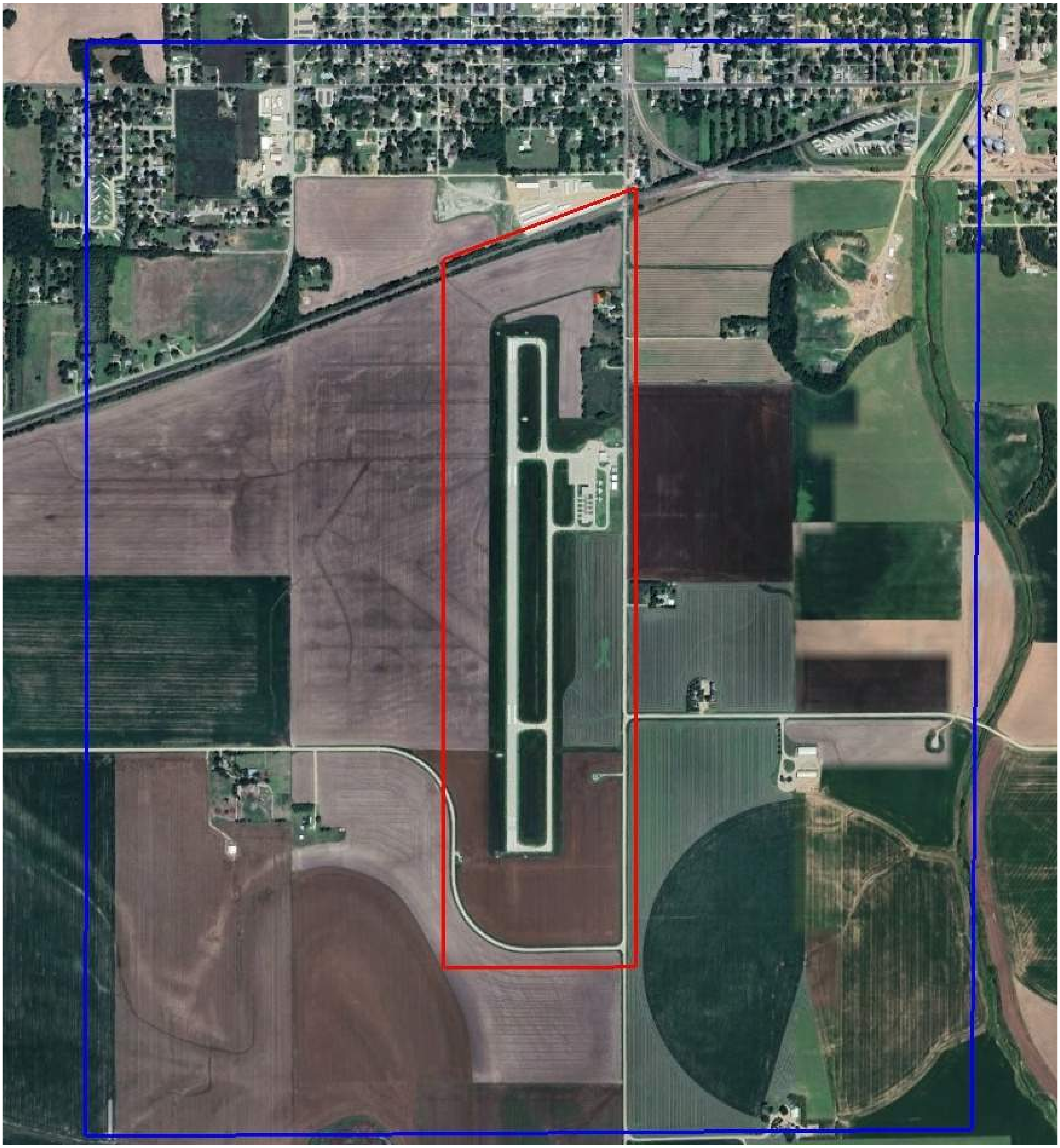
GIS DATA-MODEL UTILIZED	FAA Airports-GIS (*AC 150/5300-18B, Chapter 5)*
GIS DELIVERY FORMAT	ArcGIS Shapefile

Airports-GIS Data Submission and Final Reporting

All data will be formatted into compliant Airports-GIS format and prepared for submission. Prior to submission, the survey-files will be tested using the FAA's survey-file-test tool in order to ensure acceptability. A "Final Report" will be generated in accordance with Advisory Circular 150/5300-18B and submitted with the final project file. Project close-out will also consist of ensuring receipt and acceptance of the obstruction survey and digital mapping data by OLSSON, the FAA and NGS.

DELIVERABLE OVERVIEW
1) Statement of Work Report (for Airports-GIS approval)
2) Aerial Imagery / Remote Sensing Plan (for Airports-GIS approval)
3) Survey & Quality Control Plan (for Airports-GIS approval)
4) Aerial Photography Acquisition Report (for NGS approval)
5) Digital Ortho Imagery (0.50' Resolution)
6) Comprehensive FAA Airports-GIS Shapefile Deliverable, consisting of: • Airport Airspace Analysis Data • Runway Data • NAVAID Data
7) Airfield Base-map (Planimetric & Topographic Mapping Data)
8) Final Report (for Airports-GIS approval)

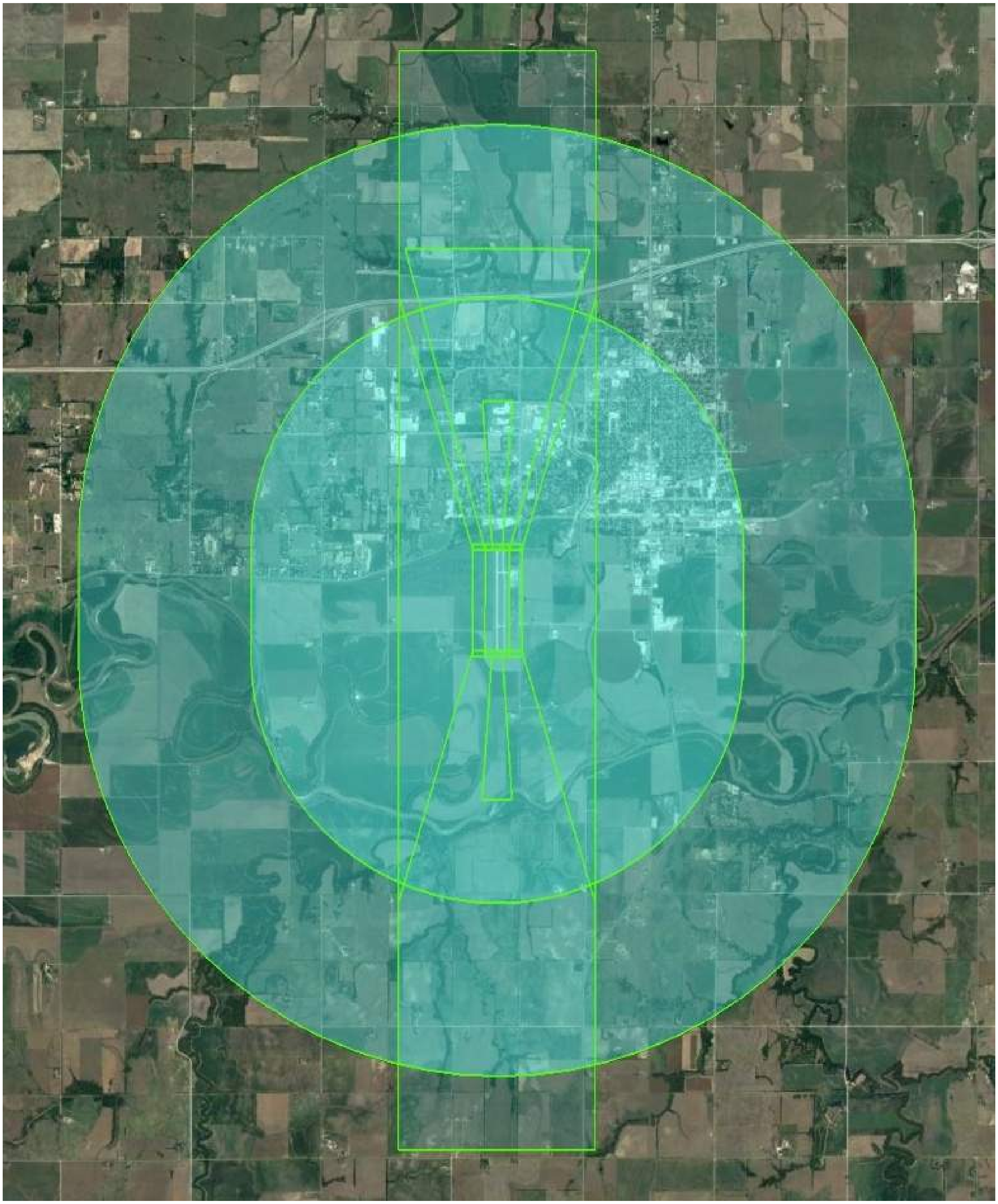
Area A - Planimetric & Topographic Mapping



Red Polygon - Planimetric & Topographic Mapping Limit
Blue Limit - Ortho Imagery Coverage (0.50' GSD)

MTZ | Martinez Geospatial
2915 Waters Road Suite 100
Eagan, Minnesota 55121
Tel: 651.686.8424 Fax: 651.686.8389

Area B - Airports-GIS Airspace Analysis



Green Polygons - 18B/Airports-GIS Obstruction Identification Surfaces

MARTINEZ GEOSPATIAL

MTZ | Martinez Geospatial

2915 Waters Road Suite 100
Eagan, Minnesota 55121
Tel: 651.686.8424 Fax: 651.686.8389

EXHIBIT B
CONSTRUCTION PHASE SERVICES
Abilene Municipal 3-20-0001-018
Based on estimated 35 working days

1.	Direct Salary Costs				Direct Salary	Total
				Hours	Rate/Hour	Costs ($)
	Title					
	Team Leader			0.0	$95.99	$0.00
	Sr. Project Engineer			7.0	$79.56	$556.92
	Project Engineer			51.0	$65.00	$3,315.00
	Elec. or Mech. Engineer			8.0	$79.56	$636.48
	Associate Engineer			32.0	$55.64	$1,780.48
	Assistant Engineer			32.0	$41.29	$1,321.22
	Registered Surveyor			2.0	$60.68	$121.37
	Sr. Technician			350.0	$36.61	$12,812.80
	Asst. Technician			8.0	$32.76	$262.08
	Sr. Clerical			28.0	$34.06	$953.68
				Total Direct Salary Costs:		$21,760.02
2.	Labor and General & Administrative Overhead					
	Percentage of Direct Salary Costs*			185.88%		$40,447.53
3.	Fixed Fee: 15% of Item 1 & 2					$9,331.13
4.	Direct Nonsalary Expenses					
	Travel (automobile)	2,340	Miles @	$0.670	$1,567.80	
	Travel (pickup)	2,940	Miles @	$0.750	$2,205.00	
	Meals (per diem)	42	Days @	$59.00	$2,478.00	
	Motel (actual)	28	Days @	$98.00	$2,744.00	
	Copies, Prints, Shipping				$495.00	
	Testing - See Exhibit C1				$1,320.00	
					Total Expenses:	$10,809.80
5.	Subtotal of Items 1 - 4					$82,348.49
6.	Subcontract costs (Testing) - see Exhibit C1					$0.00
7.	Not-to-Exceed Total (Items 5 & 6)					$82,348.49
					Rounded:	$82,300.00

* 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 B1
ESTIMATE OF
CONSTRUCTION TESTING COSTS
Abilene Municipal 3-20-0001-018

LABORATORY:
Olsson, Inc., Lincoln, NE

LIST ALL ANTICIPATED COSTS

SERVICE OR TEST	Estimated Quantity	Unit Price	Estimated Total Cost
Moisture / Density (4" Mold)	0	$150.00	$0.00
Moisture / Density (6" Mold)	0	$175.00	$0.00
Nuclear Density Test	0	$27.00	$0.00
Atterberg Limits	0	$75.00	$0.00
Percent Passing #200 Sieve	0	$40.00	$0.00
Washed Sieve Analysis	0	$96.00	$0.00
Mechanical Sieve Analysis	0	$150.00	$0.00
Concrete Compressive Strength	15	$20.00	$300.00
Concrete cylinder (Store & Cure)	5	$15.00	$75.00
Concrete Length Determination	0	$17.50	$0.00
Cylinder Molds	0	$2.50	$0.00
Concrete Test Set	0	$120.00	$0.00
Equipment Rental	1	$500.00	$500.00
Technician	0	$60.00	$0.00
Professional Engineer Review	0	$120.00	$0.00
Per Diem	0	$100.00	$0.00
Trip Charge	0	$75.00	$0.00
			$875.00

Testing is not a guarantee that all work and materials meet the contract requirements and does not does not relieve the Contractor of any of its responsibilities. The Contractor shall remain solely responsible and liable for the quality and completion of the Project in compliance with contract documents.

EXHIBIT C
CLOSE OUT PHASE SERVICES
Abilene Municipal 3-20-0001-018

1. Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Total Costs ($)
Team Leader	0.0	$95.99	$0.00
Sr. Project Engineer	10.0	$79.56	$795.60
Project Engineer	0.0	$65.00	$0.00
Elec. or Mech. Engineer	0.0	$79.56	$0.00
Associate Engineer	26.0	$55.64	$1,446.64
Assistant Engineer	20.0	$41.29	$825.76
Registered Surveyor	0.0	$60.68	$0.00
Sr. Technician	60.0	$36.61	$2,196.48
Asst. Technician	0.0	$32.76	$0.00
Sr. Clerical	6.0	$34.06	$204.36
		Total Direct Salary Costs:	$5,468.84

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs*	185.88%	$10,165.48

3. Fixed Fee: 15% of Item 1 & 2 — $2,345.15

4. Direct Nonsalary Expenses

Travel	0 Miles @	$0.670	$0.00	
Meals	0 Days @	$59.00	$0.00	
Motel	0 Days @	$98.00	$0.00	
Copies, Prints, Shipping			$320.00	
			Total Expenses:	$320.00

5.	Subtotal of Items 1 - 4	$18,299.47
6.	Subcontract costs - Martinez MTZ	$81,300.00
7.	Lump Sum Amount (Items 5 & 6)	$99,599.47
	Rounded:	$99,600.00

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

ABILENE KANSAS

City Commission

Trevor Witt
Mayor

John Kollhoff
Vice-Mayor

Brandon Rein
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, April 22, 2024

Session: Regular Meeting

Topic: Displaced Threshold

Department: Finance

Staff Contact: Finance Director, Leann Johnson

Background:

A notice to bidders was sent and posted by Olsson Engineering for Abilene Municipal Airport for sealed bids to furnish all labor, materials and equipment and perform all work necessary to Displace Runway 17 Threshold; replace lights, PAPIs and REILS.

Sealed bids were due and opened at City Hall on April 18 at 2pm.

Attachments:
Contract (standard FAA)
Notice to Bidders
Bid Tabulation

Recommendation:

Accept the bid in the amount of $370,036.00 for the Displaced Threshold construction project received from Atlas Electric LLC.

Fiscal Note:

Total $370,036.00
10% City match of the project ($37,003.60)
90% Reimbursed from FAA AIP ($333,032.40)

Funding Source:

Airport Special Projects Fund
005-000-520260

NOTICE TO BIDDERS
CITY OF ABILENE
ABILENE MUNICIPAL AIRPORT, ABILENE, KANSAS
AIP PROJECT NO. 3-20-0001-018

Sealed bids subject to the conditions and provisions presented herein will be received until 2:00 pm local time, April 18, 2024 City Hall, 419 N. Broadway Avenue, Abilene, KS 67410 when they will be publicly opened and read aloud, for furnishing all labor, materials and equipment and performing all work necessary to: Displace Runway 17 Threshold; Replace Lights, PAPIs and REILs.

Plans, specifications, and bid documents are on file and may be inspected at:
Olsson, 601 P Street, Suite 200, Lincoln, NE 68508
City of Abilene, 419 N. Broadway Avenue, Abilene, KS 67410
Quest CDN (see below)

To be qualified to Bid, a complete set of plans, specifications, contract documents and proposal form must be obtained from either: 1) www.questcdn.com for a fee of $22 (nonrefundable). Once logged into the site, insert eBidDoc project number **9049467** (Abilene Municipal Airport, KS; Displace Runway 17 Threshold; Replace Lights, PAPIs & REILs); or 2) Olsson at 402.474.6311 for a fee of $90 (nonrefundable).

Questions regarding bids shall be directed to Diane Hofer, P.E., at 402.641.4468 or dhofer@olsson.com.

Contractors may inspect the project site by arrangement with Jim Curtis, airport manager, 785.263.3970.

Contract Work Items: This project will involve the following work items and estimated quantities. Prospective bidders are advised that the quantities are approximate and are subject to change per Section 40 of the General Provisions.

Item No.	Spec.	Description	Estimated Quantity	Unit
1	C-102	Erosion Control Blanket (KDOT Class 1 - Type C)	2,285	SY
2	C-105	Mobilization [N.T.E. 10%]	1	LS
3	P-101	Marking Removal	34,048	SF
4	P-620	Marking with Reflective Media	27,748	SF
5	P-620	Marking w/o Reflective Media	8,352	SF
6	P-620	Temporary Marking	27,748	SF
7	T-901	Seeding	2,285	SY
8	L-108	1/c No. 8 AWG 5kV, L-824, Type C Cable, Installed in Conduit	7,689	LF
9	L-108	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed Above Conduit, Including Connections/Terminations	89	LF
10	L-109	Installation of 4kW 3-Step Regulator in Existing Vault	1	LS
11	L-110	Non-Encased Electrical Conduit, 1-Way, 2" SCH 40 Conduit, Minimum 24" Cover - See Electrical Conduit Below	-	LF
12	L-110	Pushed or Bored, Non-Encased Electrical Conduit, 1-Way, 2" SCH 80 Conduit	210	LF
13	L-115	Electrical Junction Structure (L-867B)	1	EA
14	L-125	RWY 17 PAPI System Removal	1	EA

Item No.	Spec.	Description	Estimated Quantity	Unit
15	L-125	RWY 17 REIL Removal	2	EA
16	L-125	RWY 35 PAPI System Removal	1	EA
17	L-125	L-861E(L) Base-Mounted Threshold Light Fixture	10	EA
18	L-125	L-861E(L) Base-Mounted Threshold Light	6	EA
19	L-125	RWY 17 L-881(L) PAPI System	1	EA
20	L-125	RWY 17 Type L-849I(L), Style E REIL System	1	EA
21	L-125	RWY 35 L-881(L) PAPI System	1	EA
22	Olsson 100	Construction Layout and Stakes	1	LS
23	Olsson 101	Temporary Safety and Phasing Procedures	1	LS
ELECTRICAL CONDUIT - CONTRACTOR SHALL BID ONLY ONE OPTION FOR ITEM 11*				
11a	L-110	Non-Encased Electrical Conduit, 1-Way, 2" SCH 40 Conduit, Minimum 24" Cover (If Contractor Elects to Remove and Replace All of PAPI Conduit)	3,417	LF
11b	L-110	Non-Encased Electrical Conduit, 1-Way, 2" SCH 40 Conduit, Minimum 24" Cover (If Contractor Elects to Reutilize the Existing PAPI Conduit) *	193	LF

*** If chosen, the contractor assumes the risk of the unknown condition of the existing conduit. If all or portions of the conduit are found to be unusable or nonfunctional as intended or required, the contractor shall install new conduit in those sections as needed to make it functional as designed, and the additional cost will be considered subsidiary to this bid item. No additional payment will be made.**

Contract Time and Start Date
The owner has established a contract performance period as shown below beginning on the date of the Notice-to-Proceed. All project work shall be substantially completed within the stated timeframe(s). This project is subject to liquidated damages as prescribed in the Special Provisions.

Contract Performance Period(s)
35 Working Days

The Construction shall begin in the summer or fall of 2024 and shall be completed by December 31, 2024. The date of the Notice to Proceed shall take into consideration material delivery schedules and the contractor's other commitments, while meeting the Owner's needs and ensuring that the project is completed by December 31, 2024 to meet FAA's deadlines for publication of instrument approach procedures on April 27, 2025.

Prior to issuance of the Notice to Proceed, compliance with these specifications for submittals of mix designs, shop drawings, schedule, and Safety Plan Compliance Document (SPCD), etc. and participation in a preconstruction conference is required.

If the Contractor elects to begin work in the fall of 2024 and is unable to complete the work before winter, the Contractor will be required to take any and all temporary measures necessary to open all existing pavement to aircraft traffic. Additional costs and materials associated with the winter shut-down will be the Contractor's responsibility.

Bid Security
Each proposal must be accompanied by a bid guaranty in the amount of five (5) percent of the total amount of the bid. The bid guaranty may be by cashier's check, a certified check on a solvent bank or a bid bond made payable to the City of Abilene.

Bonding Requirements
The successful bidder will be required to furnish separate performance and payment bonds each in the amount equal to 100% of the contract price at the time of contract execution.

Bidder Qualifications (GP 20-02)
Bidders need not be pre-qualified but shall be qualified to do the work. If requested by the Owner or Engineer, a Bidder shall furnish the owner satisfactory evidence of their competency and financial capability to perform the proposed work, as described in the Instructions to Bidders. If requested, a Bidder shall submit the required information no later than 5 days from the date of the request. Such request may be made either before or after the bid opening.

Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner if requested.

Award of Contract
Bids may be held by the Owner for a period not to exceed **90 days** from the date of the bid opening for the purpose of conducting the bid evaluation.

Federal Provisions
This project is subject to the following federal provisions, statutes, and regulations:

<u>Disadvantaged Business Enterprise (49 CFR Part 26)</u>
This project is subject to the requirements of 49 CFR Part 26 Disadvantaged Business Enterprise Participation. The Airport Sponsor has established a contract participation goal of **<u>0.00%</u>** for small business concerns owned and controlled by certified disadvantaged business enterprises (DBE). The Owner's award of this contract is conditioned upon the bidder satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder must submit the following information on the dates prescribed in the Proposal Form and on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

If unable to meet the DBE goal, the apparent low bidder shall submit evidence of good faith efforts undertaken by the bidder, as described in Appendix A to 49 CFR Part 26, within 2 business days of the bid opening.

Good Faith Efforts (DBE)
Bidders must demonstrate that they made good faith efforts to achieve participation with DBE firms. This requires that the Bidder show that it took all necessary and reasonable steps to secure participation by certified DBE firms. Mere pro forma efforts will not be considered as a good faith effort.

Actions constituting evidence of good faith efforts are described in appendix A to 49 CFR Part 26. Such actions include but are not limited to:

- Soliciting DBE participation through all reasonable and available means. This may include public advertisements and phone calls/faxes to known certified DBE firms.
- Consult State Department of Transportation office to obtain a list of certified DBE firms.
- Selecting portions of work that increases the likelihood that DBE firms will be available to participate.
- Providing DBE firms with sufficient information and time to review the project plans and specifications.
- Documenting all contacts with DBE firms. This includes name, address, phone number, date of contact and record of conversation/negotiation.

Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables:
Goals for minority participation for each trade: 1.5%
Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As used in this notice and in the contract resulting from this solicitation, the “covered area” is Kansas, Dickinson, Abilene.

Buy American Preference
The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA’s Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA’s Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

General Civil Rights Provisions
In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

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[1] Per Executive Order 14005 “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

Title VI Solicitation Notice
The City of Abilene, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Davis-Bacon Act (29 CFR Part 5)
The Contractor is required to comply with wage and labor provisions and to pay minimum wages in accordance with the current schedule of wage rates established by the United States Department of Labor.

Debarment and Suspension
By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Federal Fair Labor Standards Act (Federal Minimum Wage)
All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Trade Restriction Certification
By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Federal Provisions Continued
Award of contract is also subject to the following federal provisions:

DOT Regulation 49 CFR PART 20 – Lobbying and Influencing Federal Employees

EPA Regulation 40 CFR Part 247 and Section 6002 of the Solid Waste Disposal Act – Procurement of Recovered Materials

Submittal of Proposals
Additional information for submittal of a proposal is provided in the Instructions to Bidders (GP 20-11). Envelopes containing bids must be sealed and addressed to:

City of Abilene
419 N. Broadway Avenue
Abilene, KS 67410

Envelopes containing bids must be sealed and marked on the outside of the package:

1) Bidder's Name and Address
2) AIP Project No. 3-20-0001-018
3) Proposal Due Date

BID TABULATION
Bid Opening Date: April 18, 2024 - 2:00 PM
Abilene Municipal Airport, Abilene, Kansas

Displace Runway 17 Threshold; Replace Lights, PAPIs and REILs
AIP Project No. 3-20-0001-018
Olsson Project No. 023-01279

CONTRACTOR					Atlas Electric LLC Wichita, KS		DEG Enterprise Inc Norfolk, NE		Engineer's Estimate	
Item No.	**Spec**	**ITEM**	**QTY.**	**UNIT**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
1	C-102	Erosion Control Blanket (KDOT Class 1 - Type C)	2,285	SY	$3.00	$6,855.00	$5.85	$13,367.25	$3.00	$6,855.00
2	C-105	Mobilization [N.T.E. 10%]	1	LS	$27,000.00	$27,000.00	$38,240.00	$38,240.00	$50,000.50	$50,000.50
3	P-101	Marking Removal	34,048	SF	$1.00	$34,048.00	$0.97	$33,026.56	$2.25	$76,608.00
4	P-620	Marking with Reflective Media	27,748	SF	$1.00	$27,748.00	$2.05	$56,883.40	$2.25	$62,433.00
5	P-620	Marking w/o Reflective Media	8,352	SF	$0.75	$6,264.00	$2.05	$17,121.60	$2.00	$16,704.00
6	P-620	Temporary Marking	27,748	SF	$0.50	$13,874.00	$0.65	$18,036.20	$1.00	$27,748.00
7	T-901	Seeding	2,285	SY	$3.00	$6,855.00	$6.25	$14,281.25	$2.50	$5,712.50
8	L-108	1/c No. 8 AWG 5kV, L-824, Type C Cable, Installed in Conduit	7,689	LF	$4.00	$30,756.00	$3.37	$25,911.93	$3.00	$23,067.00
9	L-108	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed Above Conduit, Including Connections/Terminations	89	LF	$7.00	$623.00	$2.44	$217.16	$4.00	$356.00
10	L-109	Installation of 4kW 3-Step Regulator in Existing Vault	1	LS	$13,600.00	$13,600.00	$18,023.00	$18,023.00	$15,000.00	$15,000.00
11	L-110	Non-Encased Electrical Conduit, 1-Way, 2" SCH 40 Conduit, Minimum 24" Cover - See Electrical Conduit Below	-	LF		$0.00		$0.00	$0.00	$0.00
12	L-110	Pushed or Bored, Non-Encased Electrical Conduit, 1-Way, 2" SCH 80 Conduit	210	LF	$31.00	$6,510.00	$38.00	$7,980.00	$40.00	$8,400.00
13	L-115	Electrical Junction Structure (L-867B)	1	EA	$900.00	$900.00	$1,350.00	$1,350.00	$1,200.00	$1,200.00
14	L-125	RWY 17 PAPI System Removal	1	EA	$4,400.00	$4,400.00	$10,100.00	$10,100.00	$3,000.00	$3,000.00
15	L-125	RWY 17 REIL Removal	2	EA	$2,300.00	$4,600.00	$5,050.00	$10,100.00	$2,000.00	$4,000.00
16	L-125	RWY 35 PAPI System Removal	1	EA	$4,200.00	$4,200.00	$10,100.00	$10,100.00	$3,000.00	$3,000.00
17	L-125	L-861E(L) Base-Mounted Threshold Light Fixture	10	EA	$1,260.00	$12,600.00	$1,233.00	$12,330.00	$1,000.00	$10,000.00
18	L-125	L-861E(L) Base-Mounted Threshold Light	6	EA	$1,480.00	$8,880.00	$2,124.00	$12,744.00	$2,000.00	$12,000.00
19	L-125	RWY 17 L-881(L) PAPI System	1	EA	$55,000.00	$55,000.00	$27,010.00	$27,010.00	$35,000.00	$35,000.00
20	L-125	RWY 17 Type L-849I(L), Style E REIL System	1	EA	$37,000.00	$37,000.00	$26,746.00	$26,746.00	$30,000.00	$30,000.00
21	L-125	RWY 35 L-881(L) PAPI System	1	EA	$55,000.00	$55,000.00	$27,010.00	$27,010.00	$35,000.00	$35,000.00
22	Olsson 100	Construction Layout and Stakes	1	LS	$5,500.00	$5,500.00	$9,871.00	$9,871.00	$2,500.00	$2,500.00
23	Olsson 101	Temporary Safety and Phasing Procedures	1	LS	$5,700.00	$5,700.00	$17,899.00	$17,899.00	$4,500.00	$4,500.00

BID TABULATION

Bid Opening Date: April 18, 2024 - 2:00 PM

Abilene Municipal Airport, Abilene, Kansas

Displace Runway 17 Threshold; Replace Lights, PAPIs and REILs

AIP Project No. 3-20-0001-018

Olsson Project No. 023-01279

CONTRACTOR					Atlas Electric LLC Wichita, KS		DEG Enterprise Inc Norfolk, NE		Engineer's Estimate	
Item No.	**Spec**	**ITEM**	**QTY.**	**UNIT**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
ELECTRICAL CONDUIT - CONTRACTOR SHALL BID ONLY ONE OPTION FOR ITEM 11*										
11a	L-110	Non-Encased Electrical Conduit, 1-Way, 2" SCH 40 Conduit, Minimum 24" Cover (If Contractor Elects to Remove and Replace All of PAPI Conduit)	3,417	LF		$0.00		$0.00	$6.00	$20,502.00
11b	L-110	Non-Encased Electrical Conduit, 1-Way, 2" SCH 40 Conduit, Minimum 24" Cover (If Contractor Elects to Reutilize the Existing PAPI Conduit) *	193	LF	$11.00	$2,123.00	$7.89	$1,522.77	$8.00	$1,544.00
* If chosen, the contractor assumes the risk of the unknown condition of the existing conduit. If all or portions of the conduit are found to be unusable or nonfunctional as intended or required, the contractor shall install new conduit in those sections as needed to make it functional as designed, and the additional cost will be considered subsidiary to this bid item. No additional payment will be made.										
TOTAL						$370,036.00		$409,871.12		$453,586.00
DBE Minimum Commitment (Project Goal: 0%)					0.0%		0.0%			
Bid Guarantee:					5%		5%			
Addendum No. 1:					Yes		Yes			
Remarks:										

PROPOSAL FORM

ALL PAGES (1-20) OF THIS FORM MUST BE SUBMITTED WHEN BIDDING

CITY OF ABILENE
ABILENE MUNICIPAL AIRPORT, ABILENE, KANSAS
AIP PROJECT NO. 3-20-0001-018

TO: City of Abilene
Owner

THE BID OF Atlas ELectric LLC
Name of Contractor

The undersigned hereby proposes to furnish all labor, permits, materials, machinery, tools, supplies, equipment, and appurtenances necessary to faithfully perform all work required for construction of the Project in accordance with the bid documents, specifications, project drawings, and issued addenda within the specified time of performance for the following prices.

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	C-102	Erosion Control Blanket (KDOT Class 1 - Type C)	2,285	SY	$ 3.00	$ 6,855.00
2	C-105	Mobilization [N.T.E. 10%]	1	LS	$ 27,000.00	$ 27,000.00
3	P-101	Marking Removal	34,048	SF	$ 1.00	$ 34,048.00
4	P-620	Marking with Reflective Media	27,748	SF	$ 1.00	$ 27,748.00
5	P-620	Marking w/o Reflective Media	8,352	SF	$ .75	$ 6,264.00
6	P-620	Temporary Marking	27,748	SF	$ .50	$ 13,874.00
7	T-901	Seeding	2,285	SY	$ 3.00	$ 6,855.00
8	L-108	1/c No. 8 AWG 5kV, L-824, Type C Cable, Installed in Conduit	7,689	LF	$ 4.00	$ 30,756.00
9	L-108	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed Above Conduit, Including Connections/Terminations	89	LF	$ 7.00	$ 623.00
10	L-109	Installation of 4kW 3-Step Regulator in Existing Vault	1	LS	$13,600.00	$ 13,600.00
11	L-110	Non-Encased Electrical Conduit, 1-Way, 2" SCH 40 Conduit, Minimum 24" Cover - **See Electrical Conduit on next page**	-	LF	nb	nb
12	L-110	Pushed or Bored, Non-Encased Electrical Conduit, 1-Way, 2" SCH 80 Conduit	210	LF	$ $31.00	$ 6,510.00
13	L-115	Electrical Junction Structure (L-867B)	1	EA	$900.00	$900.00
14	L-125	RWY 17 PAPI System Removal	1	EA	$ 4,400.00	$ 4,400.00
15	L-125	RWY 17 REIL Removal	2	EA	$ 2,300.00	$ 4,600.00
16	L-125	RWY 35 PAPI System Removal	1	EA	$ 4,200.00	$ 4,200.00

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
17	L-125	L-861E(L) Base-Mounted Threshold Light Fixture	10	EA	$ 1,260.00	$ 12,600.00
18	L-125	L-861E(L) Base-Mounted Threshold Light	6	EA	$ 1,480.00	$ 8,880.00
19	L-125	RWY 17 L-881(L) PAPI System	1	EA	$ 55,000.00	$ 55,000.00
20	L-125	RWY 17 Type L-849I(L), Style E REIL System	1	EA	$ 37,000.00	$ 37,000.00
21	L-125	RWY 35 L-881(L) PAPI System	1	EA	$ 55,000.00	$ 55,000.00
22	Olsson 100	Construction Layout and Stakes	1	LS	$ 5,500.00	$ 5,500.00
23	Olsson 101	Temporary Safety and Phasing Procedures	1	LS	$ 5,700.00	$ 5,700.00
ELECTRICAL CONDUIT - CONTRACTOR SHALL BID ONLY ONE OPTION FOR ITEM 11*						
11a	L-110	Non-Encased Electrical Conduit, 1-Way, 2" SCH 40 Conduit, Minimum 24" Cover (If Contractor Elects to Remove and Replace All of PAPI Conduit)	3,417	LF	nb $	nb $
11b	L-110	Non-Encased Electrical Conduit, 1-Way, 2" SCH 40 Conduit, Minimum 24" Cover (If Contractor Elects to Reutilize the Existing PAPI Conduit) *	193	LF	11.00 $	2,123.00 $
* If chosen, the contractor assumes the risk of the unknown condition of the existing conduit. If all or portions of the conduit are found to be unusable or nonfunctional as intended or required, the contractor shall install new conduit in those sections as needed to make it functional as designed, and the additional cost will be considered subsidiary to this bid item. No additional payment will be made.						
TOTAL ESTIMATED COST					$ 370,036.00	

ACKNOWLEDGEMENTS BY BIDDER

a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled “Alteration of Work and Quantities”.

b. The BIDDER acknowledges and accepts that the bid documents are comprised of the documents identified within the Instructions to Bidders. The BIDDER further acknowledges that each of the individual documents that comprise the did documents are complementary to one another and together establishes the complete terms, conditions, and obligations of the successful BIDDER.

c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a bid bond or certified check in the amount of 5% of the total amount of the bid. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.

d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.

e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **90 days** from the stated date for receipt of bids.

f. The undersigned agrees that upon written notice of award of contract, they will execute the contract within fifteen (15) days of the notice-of-award and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.

g. Time of Performance: By submittal of this proposal, the BIDDER acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written Notice to Proceed as issued by the OWNER. The undersigned further agrees to complete the Project within the contract time allowance(s) as specified in the Notice to Bidders from the commencement date specified in the Notice to Proceed.

h. The BIDDER acknowledges and accepts that upon failure to complete each Phase or Element within the respective specified contract time allowance, the Contractor shall pay the non-penal sun prescribed in the Notice to Bidders as a liquidated damage to the OWNER.

i. The BIDDER acknowledges that the OWNER has established a contract Disadvantaged Business Enterprise goal of **0.00%** for this project. The BIDDER acknowledges and accepts the requirement to apply and document good faith efforts, as defined in Appendix A, 49 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the OWNER'S established goal. The BIDDER, in complying with this requirement, proposes participation by Disadvantaged Business Enterprises as stated on the attached forms, Utilization Statement and Letter of Intent.

j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determination as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project.

k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if she/he has not submitted a complete compliance report within 12 months proceeding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:
   1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1,5.
   2. Has 50 or more employees.
   3. Is a prime contractor or first tier subcontractor.
   4. There is a contract, subcontract, or purchase order amounting to $50,000 or more

l. The undersigned agrees to comply with all current and applicable federal, state, and local rules and regulations governing the safety of men and materials during its operations including observing the requirements of the Occupational Safety and Health Administration (OSHA).

m. The undersigned acknowledges that they project is subject to FAA's current Federal Provisions as provided here-in. The undersigned furthermore hereby certifies that they, and their subcontractors, comply with the Federal Provisions as incorporated herein.

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.

b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.

c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.

d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress, or performance of the work

e. The BIDDER has correlated their observations with that of the project documents.

f. The BIDDER has found no errors, conflicts, ambiguities, or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress, or performance of the work.

g. The BIDDER is familiar with all applicable federal, state, and local laws, rules and regulations pertaining to execution of the contract and the project work.

h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm, or corporation. The undersigned further certifies that no member, officer, or agent of OWNER'S has direct or indirect financial interest in this proposal.

b. **Prohibition of Segregated Facilities:** (41 CFR Part 60-1)

   (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

   (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

c. **Trade Restriction Certification:** (49 CFR Part 30)
By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

d. **Certification of Offeror/Bidder Regarding Debarment**
By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

e. **Certification of Lower Tier Contractors Regarding Debarment**
The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

f. **Certification Regarding Lobbying**
The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

g. **Buy American Certification:** (Title 49 U.S.C. Chapter 501)
As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

The bidder must complete the attached Buy American certification. If the bidder requests a permissible waiver to the Buy America requirements, the Bidder identified with the apparent low bid must submit a formal waiver request and component cost calculation within the prescribed time identified on the Buy American certification.

h. **Additional Insurance Charge:** If there is an additional charge for the insurance naming the City of Abilene and the Engineer as an additional insured, the amount must be shown here. The amount shown will not change the total bid. A blank or inserting a zero will mean the Bidder's insurance company does not charge an extra fee for naming the City of Abilene and the Engineer as an additional insured per the Special Provisions.
$ 0

i. **DBE Utilization:** The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (Please check the appropriate box and if checking the second box, fill in the blank.)

☒ The bidder/offeror is committed to a minimum of **0.00%** DBE utilization on this contract.

☐ The bidder/offeror, while unable to meet the DBE goal of **0.00%**, hereby commits to a minimum of ________% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).

j. **Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions:** The applicant must complete the following two certifications' statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark in the space following the applicable response. The applicant agrees that if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts. (Please check the appropriate box for Statement No. 1 & Statement No. 2.)

Certification Statement No. 1:

☐ The applicant **represents that it is a** corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

☒ The applicant **represents that it is not a** corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification Statement No. 2:

☐ The applicant **represents that it is a** corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months."

☒ The applicant **represents that it is not a** corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months."

ATTACHMENTS TO THIS BID and ADDITIONAL SUBMITTALS

The following documents are attached to and made a part of this Bid:

1. Bid Guaranty in the form of Bid Bond;

2. Buy American Certification Form: Signature and company name required.

3. DBE forms "Utilization Statement" and "Letter of Intent". Note that the subcontractor's signature on the Letter of Intent is not required to be attached but must be submitted within 2 working days of the bid opening.

The undersigned agrees to submit the following documents within 2 business days of the bid opening. The undersigned agrees that these documents will be made a part of this Bid.

4. Signature from each proposed DBE subcontractor on the previously submitted DBE "Letters of Intent".

5. Evidence of good faith efforts required by 49 CFR Part 26, Appendix A. If proposed DBE goal is met, submittal of evidence of good faith efforts is not required.

The undersigned acknowledges receipt of the following addenda:

Addendum Number 1 dated Apr 11th.2024

Addendum Number ___ dated ___________

Addendum Number ___ dated ___________

Business: Atlas ELectric LLC

By: Bryan Grosch
(Signature of Authorized Officer)

Bryan Grosch
(Printed Name)

Address: 1607 N Wabash

City, State, Zip Wichita Ks 67214

Phone 316-253-4466

Email bgrosch@atlaselectricllc.com

Title: Admin. Member

Federal ID No. 48-1249827

Certification of Compliance with FAA Buy American Preference Construction Projects

(Title 49 U.S.C. Section 50101, BABA)

PROJECT NAME:	**Displace Runway 17 Threshold; Replace Lights, PAPIs and REILs**
AIRPORT NAME:	**Abilene Municipal Airport**
AIP NUMBER:	**3-20-0001-018**

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder/offeror must indicate how they intend to comply with 49 USC § 50101, BABA and other related Made In America Laws, U.S. statutes, guidance and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☑ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;
b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

---

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Apr. 13th ,2024	Bryan Grosch
Date	*Signature*
Atlas ELectric LLC	Admin. Memeber
Bidders Firm Name	*Title*

Buy American Waiver Request

Title 49 U.S.C Section 50101 (b)

For Airfield Development Projects funded under the Airport Improvement Program

Type of Waiver Request:

The bidder may request a waiver subject to the provisions of Section 50101(b)(3) or Section 50101(b)(4). The bidder may not request a waiver under Section 50101(b)(1) or Section 50101(b)(2). Bidder is hereby advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval. The bidder must select one of the following applicable waiver provisions:

☐ Section 50101(b)(3): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(3) for the equipment identified below. The bidder certifies that ______ % of the cost of components and subcomponents comprising the equipment are produced in the United States and that final assembly occurs within the United States. *(Bidder must attach a copy of the component cost calculation table)*

Equipment: ____

☐ Section 50101(b)(4). Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(4). The bidder asserts provision of domestic material increases the cost of the overall project by more than 25%. *(Note: This type of waiver is very rare)*

Certification Signature

In accordance with Section 50101(b), we request a waiver to the Buy America provisions based on the above certification and attached documentation.

______________________________	______________________________
Signature	*Date*
______________________________	______________________________
Bidder's Firm Name	*Title*

Instructions for Section 50101(b)(3) Waiver:

1. "Equipment" in Section 50101 shall mean the following:
   a) Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
   b) Individual bid items as established within FAA Advisory Circular 150/5370-10. The bid item application may not be applied for the type "L" items listed in AC 150/5345-53.
   c) A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
   d) Items listed under the Nationwide Waiver do not require further review. Please refer to the following webpage: https://www.faa.gov/airports/aip/buy_american/
   e) Items listed under the Project Specific Buy American Waivers, please refer to the following webpage: https://www.faa.gov/airports/aip/buy_american/
2. The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. Bidder shall avoid mere pro forma efforts to establish the waiver request percentage. The Bidder must submit the component cost calculation table as an attachment to the waiver request.
3. Components/subcomponents are the material and products composing the "equipment".
4. The final assembly of the AIP-funded "equipment" must be within the USA *(Section 50101(b)(3)(B))*. Final assembly is the substantial transformation of the components and subcomponents into the end product.
5. All steel used in the "Equipment" must be produced in the United States.
6. The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
7. The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.

Instructions for Section 50101(b)(4) Waiver:

1. The 25% cost increase waiver is rarely applicable. Consult Owner before making this request.

North America Free Trade Act (NAFTA)

The NAFTA **does not** apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.

Buy American Project/Product Content Percentage Calculation – Worksheet

Applicant Information

Date of Application:

Applicant Name:

Applicant Type (choose one):
☐ Prime Contractor ☐ Manufacturer ☐ Supplier

Point of Contact (First and Last Name):

Applicant Business Address:

Email address:

Telephone: Extension:

Project/Product Information

FAA Eligible Project:

Airport Sponsor:

Airport LOCID:

FAA Award Number:

FAA Item Number (FAA Advisory Circular reference, if applicable):

Total Material Cost:

Total **U.S.** Material Content Cost: Percentage: %

Total **Non-U.S.** Material Content Cost: Percentage: %

FAA Buy American Preference (including Buy American Build American) Compliance

Does this project include any iron, steel or any of the following construction materials, not 100% produced in the United States?

☐ Yes ☐ No

If "Yes," indicate the cost and percentage of the project below.

Steel (e.g., structural steel, rebar)	Cost:	Percentage:	%
Iron	Cost:	Percentage:	%
Non-ferrous metals	Cost:	Percentage:	%
Plastic and polymer-based products	Cost:	Percentage:	%
Glass (including optic glass)	Cost:	Percentage:	%
Lumber	Cost:	Percentage:	%
Drywall	Cost:	Percentage:	%

Use of Non-Domestic Construction Materials Justification

Provide a description of your efforts to locate and secure a domestic source for those "construction materials" or final manufactured goods that are not 100% produced in the U.S., including use of the Manufacturing Extension Partnership (MEP) and market research.

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Level (0, 1, 2)	Part Number	Item Description	Quantity	Unit of Measure	Price/Unit of Measure	U.S. Origin Price/Unit of Measure	U.S. Origin Cost (Each)	Non-U.S. Price/Unit of Measure	Non-U.S. Cost (Each)	Country of Non-U.S. Materials

FAA Form 5100-136 (6/2023) SUPERSEDES PREVIOUS EDITION

Page 3 of 5

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Level (0, 1, 2)	Part Number	Item Description	Quantity	Unit of Measure	Price/Unit of Measure	U.S. Origin Price/Unit of Measure	U.S. Origin Cost (Each)	Non-U.S. Price/Unit of Measure	Non-U.S. Cost (Each)	Country of Non-U.S. Materials

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Certification

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: [signature] **Date:** Apr 16th - 2024

Name: Bryan Bres?

Title: Project manager Memb

FOR FAA USE ONLY

(Mark the appropriate Waiver Type & Scope)

Applicable FAA Waiver Type

- ☐ Type I Public Interest (HQ Only)
- ☐ Type II Nonavailability (HQ Only)
- ☐ Type III More than 60% and Final Assembly within the U.S.
- ☐ Type IV Unreasonable Cost (Requires MEP/requires HQ coordination)
- ☐ BABA Iron, Steel, or Construction Material (requires justification) (Apply BABA Flag)

Applicable FAA Waiver Scope

- ☐ Project Specific
- ☐ Nationwide – (General Applicability) (For HQ Only)

Justifications

- ☐ Manufacturing Extension Partnership (MEP) Coordinated

FAA Official's Signature:

End of FAA-Use Only Section

UTILIZATION STATEMENT
(DBE Participation Form)
Disadvantaged Business Enterprise

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (*Please mark the appropriate box and if checking the second box, fill in the blank.*)

[x] **The bidder/offeror is committed to a minimum of 0.00% DBE utilization on this contract.**

[ ] **The bidder/offeror, while unable to meet the DBE goal of 0.00%, hereby commits to a minimum of ______% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).**

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

AthaElectric LLC
Bidder's/Offeror's Firm Name

[signature]
Signature

Apr 16th, 2024
Date

DBE UTILIZATION SUMMARY

	Contract Amount		DBE Amount	Contract Percentage
DBE Prime Contractor	$______________	x 1.00 =	$__________	______________%
DBE Subcontractor	$______________	x 1.00 =	$__________	______________%
DBE Supplier	$______________	x 0.60 =	$__________	______________%
DBE Manufacturer	$______________	x 1.00 =	$__________	______________%
Total Amount DBE			$__________	______________%
DBE Goal				______________%

* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

LETTER OF INTENT
Disadvantaged Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offer Name:____
Address:____
City:_________________________ State:_______________ Zip:__________

DBE Firm: DBE Firm:____
Address:____
City:_________________________ State:_______________ Zip:__________

DBE Contact Person: Name:_____________________________ Phone: (   )________________

DBE Certifying Agency: _____________________________________ Expiration Date:__________
Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification: ☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture
☐ Manufacturer ☐ Supplier

Work item(s) to be performed by DBE	Description of Work Item	Quantity	Total

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: $__________________________Percent of total contract:_____________%

AFFIRMATION:
The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: ____
(Signature) *(Title)*

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

TENTATIVE LIST OF SUBCONTRACTORS

(Complete the following list in conjunction with the Proposal)
(Final List of Subcontractors to be Completed With Execution of Contract)

AIP Project: 3-20-0001-018

Airport: Abilene Municipal Airport

Location: Abilene, Kansas

The Airport Sponsor is required to submit subcontract information about DBE and non-DBE subcontractors who perform work on their federally-assisted contracts. Therefore, the Airport Sponsor requires that the prime contractor submit the following information related to this project. The DBE rules described in the Information to Bidders and Special Provisions must be followed in regard to the firms listed on the DBE Participation Statement.

PROPOSED SUBCONTRACTORS

SUBCONTRACTOR	WORK TO BE PERFORMED	APPROXIMATE DOLLAR VALUE
1. Hi Lite Or Nu Line	Painting ,	$70,000.00
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

SIGNED Bryan Grosch **COMPANY** AtlasElectric LLC

BY Bryan Grosch **DATE** April 12th ,2024
(printed name)

WESTFIELD INSURANCE COMPANY

Westfield Group®1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Atlas Electric, LLC
1607 N. Wabash
Wichita, KS 67214

SURETY:
(Name, legal status and principal place of business)
WESTFIELD INSURANCE COMPANY
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:
(Name, legal status and address)
City of Abilene
419 N. Broadway Ave.
Abilene, KS 67410

BOND AMOUNT: Five Percent of Amount Bid**(5% of Amount Bid)

PROJECT:
(Name, location or address, and Project number, if any)

AIP Project No. 3-20-0001-18 Displace Runway 17 Threshold, Replace Lights, PAPIs and REILs.
Abilene Municipal Airport, Abilene, KS

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of April , 2024 .

Zaide Mason
(Witness)

Danielle Dodd
(Witness)

Atlas Electric, LLC
(Principal) *(Seal)*
By: Project manager
Bryan Grosch, Member *(Title)*

WESTFIELD INSURANCE COMPANY
(Surety) *(Seal)*
By:
Kenneth R. Dingwall, Attorney-in-Fact *(Title)*

POWER NO. **1515802 01**

General Power of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
KENNETH R. DINGWALL, BRIDGET M. MOHR, DANIELLE D. D. DODDS, JOINTLY OR SEVERALLY

of **WICHITA** and State of **KS** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.** -.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.
and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **01st** day of **MAY** A.D., **2022** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **01st** day of **MAY** A.D., **2022** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 18th day of April A.D., 2024.

Secretary

Frank A. Carrino, *Secretary*

DACO Construction Co., Inc.
311 W NORFOLK AVE. STE 200
NORFOLK, NE 68701

PH 402.649-3075
FAX 402.379.3604

Bid Proposal

3-20-0001-018

Abilene, KS

4/18/24

PROPOSAL FORM

ALL PAGES (1-20) OF THIS FORM MUST BE SUBMITTED WHEN BIDDING

CITY OF ABILENE
ABILENE MUNICIPAL AIRPORT, ABILENE, KANSAS
AIP PROJECT NO. 3-20-0001-018

TO: City of Abilene
Owner

THE BID OF DACO Construction Co., Inc.
Name of Contractor

The undersigned hereby proposes to furnish all labor, permits, materials, machinery, tools, supplies, equipment, and appurtenances necessary to faithfully perform all work required for construction of the Project in accordance with the bid documents, specifications, project drawings, and issued addenda within the specified time of performance for the following prices.

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	C-102	Erosion Control Blanket (KDOT Class 1 - Type C)	2,285	SY	$ 5.85	$ 13,367.25
2	C-105	Mobilization [N.T.E. 10%]	1	LS	$ 38,240	$ 38,240.00
3	P-101	Marking Removal	34,048	SF	$ 0.97	$ 33,026.56
4	P-620	Marking with Reflective Media	27,748	SF	$ 2.05	$ 56,883.40
5	P-620	Marking w/o Reflective Media	8,352	SF	$ 2.05	$ 17,121.60
6	P-620	Temporary Marking	27,748	SF	$ 0.65	$ 18,036.20
7	T-901	Seeding	2,285	SY	$ 6.25	$ 14,281.25
8	L-108	1/c No. 8 AWG 5kV, L-824, Type C Cable, Installed in Conduit	7,689	LF	$ 3.37	$ 25,911.93
9	L-108	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed Above Conduit, Including Connections/Terminations	89	LF	$ 2.44	$ 217.16
10	L-109	Installation of 4kW 3-Step Regulator in Existing Vault	1	LS	$ 18,023	$ 18,023.00
11	L-110	Non-Encased Electrical Conduit, 1-Way, 2" SCH 40 Conduit, Minimum 24" Cover - **See Electrical Conduit on next page**	-	LF		
12	L-110	Pushed or Bored, Non-Encased Electrical Conduit, 1-Way, 2" SCH 80 Conduit	210	LF	$ 38.00	$ 7,980.00
13	L-115	Electrical Junction Structure (L-867B)	1	EA	$ 1,350	$ 1,350.00
14	L-125	RWY 17 PAPI System Removal	1	EA	$ 10,100	$ 10,100.00
15	L-125	RWY 17 REIL Removal	2	EA	$ 5,050	$ 10,100.00
16	L-125	RWY 35 PAPI System Removal	1	EA	$ 10,100	$ 10,100.00

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
17	L-125	L-861E(L) Base-Mounted Threshold Light Fixture	10	EA	$ 1,233	$ 12,330.00
18	L-125	L-861E(L) Base-Mounted Threshold Light	6	EA	$ 2,124	$ 12,744.00
19	L-125	RWY 17 L-881(L) PAPI System	1	EA	$ 27,010	$ 27,010.00
20	L-125	RWY 17 Type L-849I(L), Style E REIL System	1	EA	$ 26,746	$ 26,746.00
21	L-125	RWY 35 L-881(L) PAPI System	1	EA	$ 27,010	$ 27,010.00
22	Olsson 100	Construction Layout and Stakes	1	LS	$ 9,871	$ 9,871.00
23	Olsson 101	Temporary Safety and Phasing Procedures	1	LS	$ 17,899	$ 17,899.00
ELECTRICAL CONDUIT - CONTRACTOR SHALL BID ONLY ONE OPTION FOR ITEM 11*						
11a	L-110	Non-Encased Electrical Conduit, 1-Way, 2" SCH 40 Conduit, Minimum 24" Cover (If Contractor Elects to Remove and Replace All of PAPI Conduit)	3,417	LF	$	$
11b	L-110	Non-Encased Electrical Conduit, 1-Way, 2" SCH 40 Conduit, Minimum 24" Cover (If Contractor Elects to Reutilize the Existing PAPI Conduit) *	193	LF	$ 7.89	$ 1,522.77
* If chosen, the contractor assumes the risk of the unknown condition of the existing conduit. If all or portions of the conduit are found to be unusable or nonfunctional as intended or required, the contractor shall install new conduit in those sections as needed to make it functional as designed, and the additional cost will be considered subsidiary to this bid item. No additional payment will be made.						
TOTAL ESTIMATED COST					**$** 409,871.12	

ACKNOWLEDGEMENTS BY BIDDER

a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled “Alteration of Work and Quantities”.

b. The BIDDER acknowledges and accepts that the bid documents are comprised of the documents identified within the Instructions to Bidders. The BIDDER further acknowledges that each of the individual documents that comprise the did documents are complementary to one another and together establishes the complete terms, conditions, and obligations of the successful BIDDER.

c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a bid bond or certified check in the amount of 5% of the total amount of the bid. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.

d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.

e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **90 days** from the stated date for receipt of bids.

f. The undersigned agrees that upon written notice of award of contract, they will execute the contract within fifteen (15) days of the notice-of-award and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.

g. Time of Performance: By submittal of this proposal, the BIDDER acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written Notice to Proceed as issued by the OWNER. The undersigned further agrees to complete the Project within the contract time allowance(s) as specified in the Notice to Bidders from the commencement date specified in the Notice to Proceed.

h. The BIDDER acknowledges and accepts that upon failure to complete each Phase or Element within the respective specified contract time allowance, the Contractor shall pay the non-penal sun prescribed in the Notice to Bidders as a liquidated damage to the OWNER.

i. The BIDDER acknowledges that the OWNER has established a contract Disadvantaged Business Enterprise goal of **0.00%** for this project. The BIDDER acknowledges and accepts the requirement to apply and document good faith efforts, as defined in Appendix A, 49 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the OWNER'S established goal. The BIDDER, in complying with this requirement, proposes participation by Disadvantaged Business Enterprises as stated on the attached forms, Utilization Statement and Letter of Intent.

j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determination as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project.

k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if she/he has not submitted a complete compliance report within 12 months proceeding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:
   1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1,5.
   2. Has 50 or more employees.
   3. Is a prime contractor or first tier subcontractor.
   4. There is a contract, subcontract, or purchase order amounting to $50,000 or more

l. The undersigned agrees to comply with all current and applicable federal, state, and local rules and regulations governing the safety of men and materials during its operations including observing the requirements of the Occupational Safety and Health Administration (OSHA).

m. The undersigned acknowledges that they project is subject to FAA's current Federal Provisions as provided here-in. The undersigned furthermore hereby certifies that they, and their subcontractors, comply with the Federal Provisions as incorporated herein.

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.

b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.

c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.

d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress, or performance of the work

e. The BIDDER has correlated their observations with that of the project documents.

f. The BIDDER has found no errors, conflicts, ambiguities, or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress, or performance of the work.

g. The BIDDER is familiar with all applicable federal, state, and local laws, rules and regulations pertaining to execution of the contract and the project work.

h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm, or corporation. The undersigned further certifies that no member, officer, or agent of OWNER'S has direct or indirect financial interest in this proposal.

b. **Prohibition of Segregated Facilities:** (41 CFR Part 60-1)

   (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

   (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

c. **Trade Restriction Certification:** (49 CFR Part 30)
By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

d. **Certification of Offeror/Bidder Regarding Debarment**
By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

e. **Certification of Lower Tier Contractors Regarding Debarment**
The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

f. **Certification Regarding Lobbying**
The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

g. **Buy American Certification:** (Title 49 U.S.C. Chapter 501)
As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

The bidder must complete the attached Buy American certification. If the bidder requests a permissible waiver to the Buy America requirements, the Bidder identified with the apparent low bid must submit a formal waiver request and component cost calculation within the prescribed time identified on the Buy American certification.

h. **Additional Insurance Charge:** If there is an additional charge for the insurance naming the City of Abilene and the Engineer as an additional insured, the amount must be shown here. The amount shown will not change the total bid. A blank or inserting a zero will mean the Bidder's insurance company does not charge an extra fee for naming the City of Abilene and the Engineer as an additional insured per the Special Provisions.
$ 0.00

i. **DBE Utilization:** The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (Please check the appropriate box and if checking the second box, fill in the blank.)

☒ The bidder/offeror is committed to a minimum of **<u>0.00%</u>** DBE utilization on this contract.

☐ The bidder/offeror, while unable to meet the DBE goal of **<u>0.00%</u>**, hereby commits to a minimum of ________% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).

j. **Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions:** The applicant must complete the following two certifications' statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark in the space following the applicable response. The applicant agrees that if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts. (Please check the appropriate box for Statement No. 1 & Statement No. 2.)

<u>Certification Statement No. 1:</u>

☐ The applicant **<u>represents that it is a</u>** corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

☒ The applicant **represents that it is not a** corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification Statement No. 2:

☐ The applicant **represents that it is a** corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months."

☒ The applicant **represents that it is not a** corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months."

ATTACHMENTS TO THIS BID and ADDITIONAL SUBMITTALS

The following documents are attached to and made a part of this Bid:

1. Bid Guaranty in the form of Bid Bond;
2. Buy American Certification Form: Signature and company name required.
3. DBE forms "Utilization Statement" and "Letter of Intent". Note that the subcontractor's signature on the Letter of Intent is not required to be attached but must be submitted within 2 working days of the bid opening.

The undersigned agrees to submit the following documents within 2 business days of the bid opening. The undersigned agrees that these documents will be made a part of this Bid.

4. Signature from each proposed DBE subcontractor on the previously submitted DBE "Letters of Intent".
5. Evidence of good faith efforts required by 49 CFR Part 26, Appendix A. If proposed DBE goal is met, submittal of evidence of good faith efforts is not required.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
DACO Construction Company Inc.
311 W Norfolk Ave Ste 200
Norfolk, NE 68701

SURETY:
(Name, legal status and principal place of business)
Employers Mutual Casualty Company
P.O. Box 712
Des Moines, IA 50306-0712

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Abilene
419 N. Broadway
Abilene, KS 67410

BOND AMOUNT: **Five Percent of the Amount Bid (5%)**

PROJECT:
(Name, location or address, and Project number, if any)
Displace Runway 17 Threshold; Replace lights, PAPIs and REILs

Project Number, if any:
3-20-0001-018

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **18th** day of **April, 2024**

Neil Mef	**DACO Construction Company Inc.**
(Witness)	*(Principal)* *(Seal)*
	Aaron D. Geary, V.P.
	(Title)
Sandra M. Walter	**Employers Mutual Casualty Company**
(Witness)	*(Surety)* *(Seal)*
	(Title) **James M. King, Attorney-in-Fact**

emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. **Employers Mutual Casualty Company, an Iowa Corporation**
2. **EMCASCO Insurance Company, an Iowa Corporation**
3. **Union Insurance Company of Providence, an Iowa Corporation**
4. **Illinois EMCASCO Insurance Company, an Iowa Corporation**
5. **Dakota Fire Insurance Company, a North Dakota Corporation**
6. **EMC Property & Casualty Company, an Iowa Corporation**

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

JAMES M. KING

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Ten Million Dollars $10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

Seals

ILLINOIS EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

UNION INSURANCE COMPANY OF PROVIDENCE INCORPORATED 1863 IOWA

EMC PROPERTY & CASUALTY CO. INCORPORATED 1953 IOWA

EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

DAKOTA FIRE INSURANCE COMPANY CORPORATE SEAL NORTH DAKOTA

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2025

My Commission Expires October 10, 2025.

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18th day of April, 2024.

Vice President

"For verification of the authenticity of the Power of Attorney you may call (515) 345-7548."

The undersigned acknowledges receipt of the following addenda:

Addendum Number 01 dated 4/11/24

Addendum Number ___ dated ________________

Addendum Number ___ dated ________________

Business: DACO Construction Co., Inc.

By: Aaron [signature]
(Signature of Authorized Officer)

Aaron D. Geary
(Printed Name)

Address: DACO Construction Co., Inc.

Title: Vice-President

City, State, Zip Norfolk, NE 68701

Federal ID No. 47-0636572

Phone 402-379-3165

Email aarongeary@live.com

Olsson, Inc.
601 P Street, Ste. 200
Lincoln, Nebraska
April 11, 2024

ADDENDUM NO. 1
Displace Runway 17 Threshold; Replace Lights, PAPIs and REILs
Abilene Municipal Airport, Abilene, Kansas
BID DATE: April 18, 2024, at 2:00 p.m.
AIP Project No. 3-20-0001-018
Olsson Project No. 023-01279
QuestCDN/eBidDoc project number **9049467**

TO ALL WHO HAVE RECEIVED PLANS AND SPECIFICATIONS FOR THE REFERENCED PROJECT.

Please Note: Prospective bidders must obtain a copy of the project manual and project drawings from either www.questcdn.com or Olsson at the address identified within the Notice to Bidders. Any other sources utilized will not be acceptable for consideration.

This Addendum covers the following additions, modifications, and clarifications to the Project Manual and Drawings for the above-mentioned project.

1. Refer to the Wage Rates

   Delete Wage Rates KS20240079 dated 01/05/2024 in their entirety and replace with the attached Wage Rates KS20240079 DATED 04/05/2024.

Each Bidder must acknowledge receipt of all addenda in the space provided on the Proposal Form.

Certification of Compliance with FAA Buy American Preference Construction Projects

(Title 49 U.S.C. Section 50101, BABA)

PROJECT NAME:	**Displace Runway 17 Threshold; Replace Lights, PAPIs and REILs**
AIRPORT NAME:	**Abilene Municipal Airport**
AIP NUMBER:	**3-20-0001-018**

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder/offeror must indicate how they intend to comply with 49 USC § 50101, BABA and other related Made In America Laws, U.S. statutes, guidance and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☑ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;
b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

4/18/24	Aaron [signature]
Date	*Signature*
DACO Construction Co., Inc.	Vice-President
Bidders Firm Name	*Title*

Buy American Waiver Request

Title 49 U.S.C Section 50101 (b)

For Airfield Development Projects funded under the Airport Improvement Program

Type of Waiver Request:
The bidder may request a waiver subject to the provisions of Section 50101(b)(3) or Section 50101(b)(4). The bidder may not request a waiver under Section 50101(b)(1) or Section 50101(b)(2). Bidder is hereby advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval. The bidder must select one of the following applicable waiver provisions:

☐ Section 50101(b)(3): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(3) for the equipment identified below. The bidder certifies that _____ % of the cost of components and subcomponents comprising the equipment are produced in the United States and that final assembly occurs within the United States. *(Bidder must attach a copy of the component cost calculation table)*

Equipment: ______________________________

☐ Section 50101(b)(4). Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(4). The bidder asserts provision of domestic material increases the cost of the overall project by more than 25%. *(Note: This type of waiver is very rare)*

Certification Signature
In accordance with Section 50101(b), we request a waiver to the Buy America provisions based on the above certification and attached documentation.

______________________	4/18/24
Signature	*Date*
DACO Construction Co., Inc.	Vice-President
Bidder's Firm Name	*Title*

Instructions for Section 50101(b)(3) Waiver:

1. "Equipment" in Section 50101 shall mean the following:
   a) Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
   b) Individual bid items as established within FAA Advisory Circular 150/5370-10. The bid item application may not be applied for the type "L" items listed in AC 150/5345-53.
   c) A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
   d) Items listed under the Nationwide Waiver do not require further review. Please refer to the following webpage: https://www.faa.gov/airports/aip/buy_american/
   e) Items listed under the Project Specific Buy American Waivers, please refer to the following webpage: https://www.faa.gov/airports/aip/buy_american/
2. The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. Bidder shall avoid mere pro forma efforts to establish the waiver request percentage. The Bidder must submit the component cost calculation table as an attachment to the waiver request.
3. Components/subcomponents are the material and products composing the "equipment".
4. The final assembly of the AIP-funded "equipment" must be within the USA *(Section 50101(b)(3)(B))*. Final assembly is the substantial transformation of the components and subcomponents into the end product.
5. All steel used in the "Equipment" must be produced in the United States.
6. The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
7. The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.

Instructions for Section 50101(b)(4) Waiver:

1. The 25% cost increase waiver is rarely applicable. Consult Owner before making this request.

North America Free Trade Act (NAFTA)

The NAFTA **does not** apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.

Buy American Project/Product
Content Percentage Calculation – Worksheet

Applicant Inf[illegible]n

Date of Applicati[illegible]

Applicant Name:

Applicant Type (choose o[illegible]

☐ Prime Contractor ☐ [illegible]cturer ☐ Su[illegible]

Point of Contact (First and Last Na[illegible]

Applicant Business Address:

Email address:

Telephone:

Project/Product Information

FAA Eligible Project:

Airport Sponsor:

Airport LOCID:

FAA Award N[illegible]

FAA Item Number (FAA Advisory Circular reference, if applicable):

Total Material Cost:

Total **U.S.** Material Content Cost: Percentage: %

Total **Non-U.S.** Material Content Cost: Percentage: %

FAA Buy American Preference (including Buy American Build American) Compliance

Does this project include any iron, steel or any of the following construction materials, not 100% produced in th[illegible]ited States?

☐ Yes [illegible]

If "Yes," indicat[illegible]nd percentage of the project below.

Steel (e.g., structura[illegible]er)	Cost:	[illegible]entage:	%
Iron	Cost:	[illegible]ercentage:	%
Non-ferrous metals	[illegible]ost:	Percentage:	%
Plastic and polymer-based produ[illegible]	[illegible]	Percentage:	%
Glass (including optic glass)	[illegible]	Percentage:	%
Lumber	[illegible]	Percentage:	%
Drywall	[illegible].	Percentage:	%

Use of Non-Domestic Const[illegible]terials Justi[illegible]

Provide a description of y[illegible]o locate and secure a[illegible]source for those "construction materials" or final man[illegible]goods that are not 100% pro[illegible]e U.S., including use of the Manufacturing E[illegible]artnership (MEP) and market res[illegible]

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Level (0, 1, 2)	Part Number	Item Description	Quantity	Unit of Measure	Price/Unit of Measure	U.S. Origin Price/Unit of Measure	U.S. Origin Cost (Each)	Non-U.S. Price/Unit of Measure	Non-U.S. Cost (Each)	Country of Non-U.S. Materials

FAA Form 5100-136 (6/2023) SUPERSEDES PREVIOUS EDITION

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Level (0, 1, 2)	Part Number	Item Description	Quantity	Unit of Measure	Price/Unit of Measure	U.S. Origin Price/Unit of Measure	U.S. Origin Cost (Each)	Non-U.S. Price/Unit of Measure	Non-U.S. Cost (Each)	Country of Non-U.S. Materials

FAA Form 5100-136 (6/2023) SUPERSEDES PREVIOUS EDITION

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Certification

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: ______________________ Date: ______________

Name: ______________________

Title: ______________________

FOR [redacted]NLY

(Mark the appropriate Waiver Type & Sc[redacted]

Applicable FAA Waiver Type

- ☐ Type I Public Interest[redacted])
- ☐ Type II Nonavaila[redacted]Only)
- ☐ Type III More[redacted]and Final Assembly within the [redacted]
- ☐ Type IV [redacted]ble Cost (Requires MEP/requires HQ co[redacted])
- ☐ BABA[redacted]el, or Construction Material (requires justification[redacted]ABA Flag)

Applicable FAA [redacted]er Scope

- ☐ Project Specific
- ☐ Nationwide – (General Applicability) (For HQ Only)

Justifications

- ☐ Manufacturing Extension Partnership (MEP) Coordinated

FAA Official's Signature:

End of FAA-Use Only Section

UTILIZATION STATEMENT
(DBE Participation Form)
Disadvantaged Business Enterprise

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (*Please mark the appropriate box and if checking the second box, fill in the blank.*)

- [X] **The bidder/offeror is committed to a minimum of 0.00% DBE utilization on this contract.**
- [ ] **The bidder/offeror, while unable to meet the DBE goal of 0.00%, hereby commits to a minimum of ______% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).**

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

DACO Construction Co., Inc.
Bidder's/Offeror's Firm Name

Signature ____________ Date 4/18/24

DBE UTILIZATION SUMMARY

	Contract Amount		DBE Amount	Contract Percentage
DBE Prime Contractor	$	x 1.00 =	$	%
DBE Subcontractor	$	x 1.00 =	$	%
DBE Supplier	$	x 0.60 =	$	%
DBE Manufacturer	$	x 1.00 =	$	%
Total Amount DBE			$	0 %
DBE Goal				0 %

* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

LETTER OF INTENT
Disadvantaged Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offer Name:______________________________
Address:______________________________
City:__________________ State:____________ Zip:__________

DBE Firm: [illegible]E Firm:______________________________
[illegible]s:______________________________
[illegible]__________________ State:[illegible] Zip:__________

DBE Contact Person: Name:[illegible]e: ( )______________

DBE Certifying Agency: __________[illegible]______ Expiration Date:__________
Each DBE Firm shall [illegible] (such as a photocopy) of their certification status.

Classification: ☐ Prime Contr[illegible] [illegible]ontractor ☐ Joint Venture
☐ Manufact[illegible]

Work item(s) to be performed by DBE	[illegible]cription of Work Item	[illegible]ity	Total

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: $________________________ Percent of total contract:____________%

AFFIRMATION:
The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: ____
(Signature) *(Title)*

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

TENTATIVE LIST OF SUBCONTRACTORS

(Complete the following list in conjunction with the Proposal)
(Final List of Subcontractors to be Completed With Execution of Contract)

AIP Project: 3-20-0001-018

Airport: Abilene Municipal Airport

Location: Abilene, Kansas

The Airport Sponsor is required to submit subcontract information about DBE and non-DBE subcontractors who perform work on their federally-assisted contracts. Therefore, the Airport Sponsor requires that the prime contractor submit the following information related to this project. The DBE rules described in the Information to Bidders and Special Provisions must be followed in regard to the firms listed on the DBE Participation Statement.

PROPOSED SUBCONTRACTORS

	SUBCONTRACTOR	WORK TO BE PERFORMED	APPROXIMATE DOLLAR VALUE
1.	None		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

SIGNED ______________________ **COMPANY** DACO Construction Co., Inc.

BY Aaron D. Geary **DATE** 4/18/24
(printed name)

CONTRACT AGREEMENT

ABILENE MUNICIPAL AIRPORT, ABILENE, KANSAS
AIP PROJECT NO. 3-20-0001-018

THIS AGREEMENT, made as of the date noted herein, is **BY AND BETWEEN** the OWNER:

City of Abilene
419 N Broadway Avenue
Abilene, KS 67410

And the CONTRACTOR: *{Insert Contractor, Address, City/State/Zip Code}*

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at the Abilene Municipal Airport generally described as AIP Project No. 3-20-0001-018, Bid Proposal Items No. 11-26, hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 - Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, Notice to Bidders, Instructions to Bidders, Proposal, all issued Addenda, Payment Bond, Performance Bond, General Provisions, Special Provisions, Supplementary Provisions, Wage Rate Determinations, Plans, Specifications, Insurance Certificates, Insurance Certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions, and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal $____________________, subject to the following;

a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;

c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed, and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work and to complete said work within the time specified in the Contract Documents.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum as specified in the Contract Documents for each day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY, or both.

Article 7 – CONTRACTOR'S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR'S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies and acknowledges that the project is subject to FAA's current Federal Provisions as provided in the Project Manual. The undersigned hereby certifies that they, and their subcontractors, comply with the Federal Provisions as incorporated herein.

Article 9 – Miscellaneous

a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction in connection with completion of the Work;

b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;

c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm, or corporation without prior written consent of both parties;

d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER'S Representative

The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows:

Olsson
601 P Street, Suite 200
Lincoln, NE 68508

Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed this Agreement on this ________________ day of ____________________, 20___.

OWNER	**CONTRACTOR**
City of Abilene 429 North Broadway Avenue Abilene, KS 67410	_______________________________
By: ____________________________________ *Signature*	By: ____________________________________ *Signature*
____________________________________ *Title of Representative*	____________________________________ *Title of Representative*

LIST OF SUBCONTRACTORS

(To Be Completed With Execution of Contract)

AIP Project: 3-20-0001-018

Airport: Abilene Municipal Airport

Location: Abilene, Kansas

The Airport Sponsor is required to submit subcontract information about DBE and non-DBE subcontractors who perform work on their federally-assisted contracts. Therefore, the Airport Sponsor requires that the prime contractor to submit the following information related to this project. The DBE rules described in the Information to Bidders and Special Provisions must be followed in regard to the firms listed on the DBE Participation Statement.

PROPOSED SUBCONTRACTORS

SUBCONTRACTOR	WORK TO BE PERFORMED	APPROXIMATE DOLLAR VALUE
1.______	______	______
2.______	______	______
3.______	______	______
4.______	______	______
5.______	______	______
6.______	______	______
7.______	______	______
8.______	______	______
9.______	______	______
10.______	______	______
11.______	______	______
12.______	______	______

SIGNED______________________ **COMPANY**______________________

BY______________________ **DATE**______________________
(printed name)

ABILENE KANSAS

City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

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, April 22, 2024

Session: Regular Meeting

Topic: CKFF 100 Year Celebration Fireworks Request

Department: Administration

Staff Contact: City Manager

Background:

Kayleigh Ferris with the Central Kansas Free Fair will be at the meeting to request approval for a firework show for the 100 year celebration of the Fair. The celebration is scheduled for Saturday, July 27th.

Recommendation:

Approve the request

Fiscal Note:

NA

Funding Source:

NA

CITY OF ABILENE

*Check Detail Register©

Batch: 042224PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
37287	04/22/24	**ABILENE REFLECTOR-CHRONICLE**			
E 001-001-530380		MISCELLANEOUS	$450.00	280515	RHID DOWNTOWN LOFTS RURAL RENT LLC
E 001-001-530380		MISCELLANEOUS	$355.00	281553	RHID DOWNTOWN LOFTS RURAL RENTAL LLC
E 013-131-520910		DUES-SUBSCRIPTIONS-	$117.18	53550	YEARLY SUBSCRIPTION - CVB
		Total	$922.18		
37288	04/22/24	**ABILENE TERMITE & PEST CO**			
E 004-042-520610		BUILDING MAINTENANC	$175.00	10372	PEST CONTROL @ WWTP
E 002-023-520610		BUILDING MAINTENANC	$175.00	10376	PEST CONTROL @ WTP
		Total	$350.00		
37289	04/22/24	**APAC, INC - SHEARS**			
E 001-004-520640		STREET REPAIRS	$669.72	8001865614	HOT MIX
E 001-004-520640		STREET REPAIRS	$184.70	8001865635	HOT MIX
		Total	$854.42		
37290	04/22/24	**BIZ SWAG**			
E 001-004-520610		BUILDING MAINTENANC	$45.00	2705	EMPLOYEES ONLY/DOG PARK SIGNS
E 008-000-530260		SPECIAL PROJECTS	$50.00	2705	EMPLOYEES ONLY/DOG PARK SIGNS
E 015-153-522300		YOUTH SPORTS SUPPLI	$2,576.75	2707	YOUTH SOCCER & JR COWGIRL SB CAMP
		Total	$2,671.75		
37291	04/22/24	**CANFIELD, TOM**			
E 001-004-521280		CURB & GUTTER REPAI	$300.00	STM 040124	LAWN, LANDSCAPE & UNDERGROUND SPRINKLER REPAIR
		Total	$300.00		
37292	04/22/24	**CATLETT AUTOMOTIVE INC**			
E 001-004-520620		EQUIPMENT REP & MAI	$0.50	032924	AUTO PARTS
E 001-002-520600		VEHICLE EXPENSES	($108.00)	10102023	AUTO PARTS
E 001-002-520600		VEHICLE EXPENSES	($70.31)	151-158245	AUTO PARTS
E 001-002-520600		VEHICLE EXPENSES	$172.99	151-165131	AUTO PARTS
E 001-004-520620		EQUIPMENT REP & MAI	$14.00	159519	AUTO PARTS
E 001-004-520620		EQUIPMENT REP & MAI	$130.00	175367	BATTERY
E 001-004-520620		EQUIPMENT REP & MAI	$151.82	175762	BATTERY
E 001-004-520620		EQUIPMENT REP & MAI	$300.68	176014	POWER WINDOW MODULE
		Total	$591.68		
37293	04/22/24	**CBK INC**			
E 001-001-520700		RENT-CONTRACTS-MAI	$13.38	2024-03-31-L	COLLECTION FEES FOR MARCH 2024
E 002-024-520700		RENT-CONTRACTS-MAI	$13.38	2024-03-31-L	COLLECTION FEES FOR MARCH 2024
E 004-043-520700		RENT-CONTRACTS-MAI	$13.38	2024-03-31-L	COLLECTION FEES FOR MARCH 2024
		Total	$40.14		
37294	04/22/24	**COOPER, JOHN**			
E 001-004-520270		TRAINING	$6.50	STM 041524	REMIB FOR COMMER CLASS A LICENSE
E 002-022-520270		TRAINING	$6.50	STM 041524	REMIB FOR COMMER CLASS A LICENSE
E 002-023-520270		TRAINING	$6.50	STM 041524	REMIB FOR COMMER CLASS A LICENSE
E 004-041-520270		TRAINING	$6.50	STM 041524	REMIB FOR COMMER CLASS A LICENSE

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Batch: 042224PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
		Total	$26.00		
37295	04/22/24	**DK CTY ADMINISTRATION**			
E 002-023-520520		TELEPHONE / INTERNE	$120.00	1942	ALARM MONITORING FEE 2024 WTP
E 001-013-520610		BUILDING MAINTENANC	$120.00	1943	ALARM MONITORING 2024
E 001-015-520710		CIVIC CENTER MAINTEN	$120.00	1955	YEARLY ALARM MONITORING
E 001-012-520700		RENT-CONTRACTS-MAI	$500.00	STM 040324	MUNICIPAL COURT USAGE OF COMMIS CHAMBERS JAN-MAR 2024
		Total	$860.00		
37296	04/22/24	**DON'S TIRE & SUPPLY**			
E 001-004-520600		VEHICLE EXPENSES	$101.75	293302	TIRES GREY TRAILER
E 001-004-520600		VEHICLE EXPENSES	$13.50	293304	GREY TRAILER TIRE CHANGE
		Total	$115.25		
37297	04/22/24	**DOWNTOWN DANCE LLC**			
E 015-156-523331		DANCE/TUMBLING	$1,092.00	041524	APRIL REG FEES
		Total	$1,092.00		
37298	04/22/24	**EBERT CONSTRUCTION CO, INC**			
E 014-000-531190		CCLIP	$151,003.83	PAY APP #2	KDOT CCLIP PROJECT 21 U-2396-01
		Total	$151,003.83		
37299	04/22/24	**WONDERWARE INC**			
E 002-024-520782		E-BILL FEES	$661.63	INV-25006	MARCH 2024 CC PROCESSING
E 004-043-520782		E-BILL FEES	$661.62	INV-25006	MARCH 2024 CC PROCESSING
		Total	$1,323.25		
37300	04/22/24	**EMPOWER FAMILY HEALTH AMERICAL LC**			
E 001-001-510290		EMPLOYER CONTRB TO	$178.70	INV 041524	ADMIN & MONTHLY COMPLIANCE FEE FOR APRIL 2024
		Total	$178.70		
37301	04/22/24	**THE ABY MFG GROUP, INC**			
E 001-002-530390		POLICE EQUIPMENT	$519.50	180427-IN	BADGES
		Total	$519.50		
37302	04/22/24	**EPITOME ENTERPRISES**			
E 001-001-520700		RENT-CONTRACTS-MAI	$2,000.00	1152	APRIL 2024 LEGISLATIVE MONITORING SERVICES
		Total	$2,000.00		
37303	04/22/24	**GLASS SERVICES, INC**			
E 001-006-521210		BALL PARK SUPPLIES/R	$209.06	141673	REPLACEMENT GLASS ON BALLFIELD LIGHT
		Total	$209.06		
37304	04/22/24	**HAAS ALERT**			
E 001-003-520705		SOFTWARE SUBSCRIPT	$1,114.00	INV23087	TRANSPONDER/ANTENNA/ CLOUD SERVICE
		Total	$1,114.00		
37305	04/22/24	**HAYS FIRE & RESCUE**			
E 001-003-521231		FIRE EQUIPMENT	$25.52	7001D	WINDSHIELD WASH RESERVOIR LID

CITY OF ABILENE

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Batch: 042224PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
		Total	$25.52		
37306	04/22/24	**JENNIE HIATT**			
E 001-004-520270		TRAINING	$67.65	STM 040524	AAKC SPRING CONF MILEAGE & TOLL
E 002-022-520270		TRAINING	$67.66	STM 040524	AAKC SPRING CONF MILEAGE & TOLL
E 004-041-520270		TRAINING	$69.71	STM 040524	AAKC SPRING CONF MILEAGE & TOLL
		Total	$205.02		
37307	04/22/24	**BRAD HOMMAN**			
E 001-013-520610		BUILDING MAINTENANC	$3,750.90	9291	INSTALL OF KEYLESS ACCESS CONTROL SYSTEM
E 001-006-530332		PARK IMPROVEMENTS	$2,507.00	9295	INSTALL NEW PARK CAMERA
E 002-023-520520		TELEPHONE / INTERNE	$179.10	9305	MONTHLY CELLULAR SERVICE WELLS 22 & 23 APR-DEC 2024
		Total	$6,437.00		
37308	04/22/24	**JACKSON, PETER R.**			
E 015-153-522860		ADULT SOFTBALL	$168.00	STM 041524	ASB UMPIRE 6 GAMES
		Total	$168.00		
37309	04/22/24	**JAMES GREER**			
E 001-002-520270		TRAINING	$250.00	011-2027	FORENSIC STATEMENT ANALYSIS TRAINING COURSE
		Total	$250.00		
37310	04/22/24	**KA-COMM, INC.**			
E 001-002-530390		POLICE EQUIPMENT	$280.00	192329	INSTALL CRADLEPOINT & TESTED TO SPEC
		Total	$280.00		
37311	04/22/24	**KANEQUIP, INC**			
E 001-003-521231		FIRE EQUIPMENT	$48.82	23-137220	ENGINE INLET HOSE
		Total	$48.82		
37312	04/22/24	**KANSAS ONE-CALL SYSTEM, INC**			
E 004-041-520970		MISCELLANEOUS SERVI	$104.40	4030133	MARCH LOCATES
		Total	$104.40		
37313	04/22/24	**KANSAS TOURISM**			
E 013-131-520740		PROMOTION, ADS, MAR	$3,240.00	4264	32 LISTINGS FOR 2025 KANSAS TRAVEL GUIDE
		Total	$3,240.00		
37314	04/22/24	**KDHE**			
E 002-023-520210		LAB ANALYSIS & EQUIP	$700.00	66689	COLILERT SAMPLES
		Total	$700.00		
37315	04/22/24	**KS MUNICIPAL INSURANCE TRUST**			
E 001-001-520420		WORKERS' COMPENSA	$17,378.00	13-3269	DIFFERENCE BETWEEN 2023 AUDITED PREMIUM & 2023 ESTIMATED PREMIUM
		Total	$17,378.00		
37316	04/22/24	**LEAGUE KS MUNICIPALITIES**			
E 001-001-521010		OFFICE SUPPLIES	$15.38	8895	GOVERNING BODY HANDBOOK 2024
E 002-024-521010		OFFICE SUPPLIES	$15.38	8895	GOVERNING BODY HANDBOOK 2024

CITY OF ABILENE

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Batch: 042224PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 004-043-521010		OFFICE SUPPLIES	$15.37	8895	GOVERNING BODY HANDBOOK 2024
		Total	$46.13		
37317	04/22/24	**LUMBER HOUSE TRUE VALUE**			
E 001-001-520610		BUILDING MAINTENANC	$5.00	2404-180531	SNIP
E 002-024-520610		BUILDING MAINTENANC	$5.00	2404-180531	SNIP
E 004-043-520610		BUILDING MAINTENANC	$4.99	2404-180531	SNIP
E 015-157-520610		BUILDING MAINTENANC	$22.48	2404-180531	REC CENTER REPAIR
E 015-157-520610		BUILDING MAINTENANC	$15.99	2404-180576	DOORSWEEP
E 002-022-520661		WATER LINE MAINTENA	$55.71	2404-180988	14TH STREET HOTEL METER PIT MOVE
E 001-004-520620		EQUIPMENT REP & MAI	$127.95	2404-182099	MOWER PARTS
E 001-004-520620		EQUIPMENT REP & MAI	$7.79	2404-182104	LEAF BLOWER HANDLE
E 001-015-520710		CIVIC CENTER MAINTEN	$5.97	2404-182182	KEYS
E 001-015-520710		CIVIC CENTER MAINTEN	$15.98	2404-182378	LANDSCAPE CONTS ADHESIVE
E 001-002-520610		BUILDING MAINTENANC	$23.41	2404-182503	FURNANCE FILTERS
E 001-008-520610		BUILDING MAINTENANC	$23.41	2404-182503	FURNANCE FILTERS
E 001-003-520610		BUILDING MAINTENANC	$23.41	2404-182503	FURNANCE FILTERS
E 001-013-520610		BUILDING MAINTENANC	$23.41	2404-182503	FURNANCE FILTERS
E 001-001-520720		BAND SHELL MAINTENA	$23.41	2404-182503	FURNANCE FILTERS
E 001-006-520610		BUILDING MAINTENANC	$23.41	2404-182503	FURNANCE FILTERS
E 004-042-520610		BUILDING MAINTENANC	$23.41	2404-182503	FURNANCE FILTERS
E 002-023-520610		BUILDING MAINTENANC	$23.41	2404-182503	FURNANCE FILTERS
E 005-000-520610		BUILDING MAINTENANC	$23.41	2404-182503	FURNANCE FILTERS
E 001-004-520610		BUILDING MAINTENANC	$23.41	2404-182503	FURNANCE FILTERS
E 001-001-520610		BUILDING MAINTENANC	$7.84	2404-182503	FURNANCE FILTERS
E 002-024-520610		BUILDING MAINTENANC	$7.83	2404-182503	FURNANCE FILTERS
E 004-043-520610		BUILDING MAINTENANC	$7.83	2404-182503	FURNANCE FILTERS
E 001-004-520620		EQUIPMENT REP & MAI	$39.86	2404-183150	MOWER BELT
E 001-002-520610		BUILDING MAINTENANC	$65.70	2404-183182	SCREWS, LUMBER & CORNER IRON
E 001-001-521080		TOOLS & MINOR EQUIP	$7.33	2404-183186	BITS & BLADE
E 002-024-521080		TOOLS & MINOR EQUIP	$7.33	2404-183186	BITS & BLADE
E 004-043-521080		TOOLS & MINOR EQUIP	$7.32	2404-183186	BITS & BLADE
E 001-002-520610		BUILDING MAINTENANC	$11.12	2404-183412	HARDWARE
E 001-002-520610		BUILDING MAINTENANC	$19.59	2404-183477	CORNER BRACE & IRON /HARDWARE
E 001-004-520620		EQUIPMENT REP & MAI	$163.00	2404-183631	MOWER TIRE & RIM
		Total	$845.71		
37318	04/22/24	**M O C I C**			
E 001-002-520910		DUES-SUBSCRIPTIONS-	$150.00	4802-IN	MEMBERSHIP FOR 15 OFFICERS
		Total	$150.00		
37319	04/22/24	**SHAYLA MOHR**			
E 001-001-520270		TRAINING	$30.79	STM 040524	MILEAGE PSHRA KS CHAPTER MEETING
E 002-024-520270		TRAINING	$30.79	STM 040524	MILEAGE PSHRA KS CHAPTER MEETING
E 004-043-520270		TRAINING	$30.78	STM 040524	MILEAGE PSHRA KS CHAPTER MEETING
		Total	$92.36		
37320	04/22/24	**INVORG INC**			
E 001-011-520705		SOFTWARE SUBSCRIPT	$1,422.00	1462	MARCH 2024 MONTHLY FEE

CITY OF ABILENE

*Check Detail Register©

Batch: 042224PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
		Total	$1,422.00		
37321	04/22/24	**OCCK INC.**			
E 003-000-520490		OCCK SERVICES	$6,166.67	126060	LABOR @ RECYCLING CENTER
E 001-001-520865		LOCAL MATCH (Transpor	$1,132.00	2023-Q3	SR CENTER QTRLY JAN-MAR 2024
E 001-001-520865		LOCAL MATCH (Transpor	$15,500.00	2024-Q1	QTRLY LOC MATCH JAN-MAR 2024
		Total	$22,798.67		
37322	04/22/24	**OCCUPATIONAL PERFORMANCE CORP.**			
E 002-022-520425		PHYS CAP/DRUG SCR/B	$149.00	170865	STAT UA/PHYSCIAL TEST- LAWRENCE
		Total	$149.00		
37323	04/22/24	**OLSON, KELLIE**			
E 001-001-520270		TRAINING	$192.57	STM 040524	MILEAGE AAKC CONF
		Total	$192.57		
37324	04/22/24	**PACE ANALYTICAL SERVICES**			
E 004-042-520210		LAB ANALYSIS & EQUIP	$351.50	2460203824	BI-MONTHLY SUSPENDED SOLIDS
		Total	$351.50		
37325	04/22/24	**PIONEER FARM INC**			
E 002-023-520620		EQUIPMENT REP & MAI	$11.99	658216	PRESSURE GAUGE
E 002-022-520661		WATER LINE MAINTENA	$14.57	658256	BUSHING/ELBOW
E 002-022-520661		WATER LINE MAINTENA	$15.56	658286	IKE'S PIT METER MOVE
E 004-042-520610		BUILDING MAINTENANC	$5.99	658522	DRIVE BLET
E 004-042-520620		EQUIPMENT REP & MAI	$25.98	658869	COMPONENT CLEANER
E 002-022-521080		TOOLS & MINOR EQUIP	$22.99	659528	UTILITY BLADES
E 004-042-520620		EQUIPMENT REP & MAI	$159.99	659616	SPRAYER
E 004-042-520620		EQUIPMENT REP & MAI	$26.03	659639	SPRAYER TANK CONVERSION
		Total	$283.10		
37326	04/22/24	**PIONEER MFG CO**			
E 015-153-530331		FIELD IMPROVEMENTS	$1,320.48	INV921212	MOUND COVER
		Total	$1,320.48		
37327	04/22/24	**QUADIENT FINANCE USA, INC**			
E 001-001-520220		POSTAGE & METER RE	$104.70	STM 041124	POSTAGE
E 002-024-520220		POSTAGE & METER RE	$104.69	STM 041124	POSTAGE
E 004-043-520220		POSTAGE & METER RE	$104.69	STM 041124	POSTAGE
E 001-002-520220		POSTAGE & METER RE	$66.18	STM 041124	POSTAGE
E 001-003-520220		POSTAGE & METER RE	$10.75	STM 041124	POSTAGE
E 001-008-520220		POSTAGE & METER RE	$3.84	STM 041124	POSTAGE
E 001-011-520220		POSTAGE & METER RE	$91.28	STM 041124	POSTAGE
E 001-012-520220		POSTAGE & METER RE	$46.83	STM 041124	POSTAGE
E 015-151-520220		POSTAGE & METER RE	$40.76	STM 041124	POSTAGE
		Total	$573.72		
37328	04/22/24	**ROASTER JOES, INC**			
E 001-001-520970		MISCELLANEOUS SERVI	$34.44	2064:319500	COFFEE
E 002-024-520970		MISCELLANEOUS SERVI	$34.44	2064:319500	COFFEE
E 004-043-520970		MISCELLANEOUS SERVI	$34.44	2064:319500	COFFEE

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Batch: 042224PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
		Total	$103.32		
37329	04/22/24	**ROBINSON, EDWARD**			
E 015-153-522860		ADULT SOFTBALL	$140.00	STM 041524	ASB UMPIRE 5 GAMES
		Total	$140.00		
37330	04/22/24	**ROBSON OIL CO, INC**			
E 001-003-521060		GASOLINE-OIL-LUBRICA	$812.43	63521	OIL FOR TRUCK SERVICE
		Total	$812.43		
37331	04/22/24	**ROLLER-WEEKS, JULIE**			
E 013-131-520270		TRAINING	$154.58	STM 041024	TRAINING
		Total	$154.58		
37332	04/22/24	**ROSS, ANTHONY W.**			
E 015-153-522860		ADULT SOFTBALL	$308.00	STM 041524	ASB UMPIRE 11 GAMES
		Total	$308.00		
37333	04/22/24	**SALINA SEPTIC SERVICE**			
E 015-153-530331		FIELD IMPROVEMENTS	$150.00	I19617	PORTABLE RESTROOM
		Total	$150.00		
37334	04/22/24	**SALINA SUPPLY CO**			
E 002-022-520661		WATER LINE MAINTENA	$170.89	S100258226.	FULL CIRCLE REPAIR CLAMPS
E 002-022-520661		WATER LINE MAINTENA	$80.69	S100261156.	SERVICE SADDLES
		Total	$251.58		
37335	04/22/24	**SCHUERMANN ENTERPRISES, INC**			
E 004-042-520620		EQUIPMENT REP & MAI	$1,550.00	4462	ANALOG OUTPUT CARDS
		Total	$1,550.00		
37336	04/22/24	**SMART INSURANCE**			
E 001-004-520410		INSURANCE	$328.00	4762	STREET TRAILER
E 001-002-520410		INSURANCE	$243.00	4794	INSURANCE 2-2023 DURANGOS & 2022 FORD EXPLORER
		Total	$571.00		
37337	04/22/24	**SOLID ROCK AUDIO VIDEO**			
E 001-001-520520		TELEPHONE / INTERNE	$560.00	1728	JAN-APR 2024 PUBLIC MEETINGS TECH SUPPORT
		Total	$560.00		
37338	04/22/24	**SUPERIOR SANITATION SERVICE**			
E 015-157-520610		BUILDING MAINTENANC	$60.00	STM 040124	TRASH SERVICE @ NW 8TH
E 001-006-520610		BUILDING MAINTENANC	$60.00	STM 040124	TRASH SERVICE @ NW 4TH
E 001-013-520610		BUILDING MAINTENANC	$64.00	STM 040124	TRASH SERVICE @ N ELM
		Total	$184.00		
37339	04/22/24	**THE AUSTIN PETERS GROUP, INC**			
E 001-001-520260		SPECIAL PROJECTS	$2,625.00	1-2024	PROJECT PAYMENT 1
		Total	$2,625.00		
37340	04/22/24	**KELLEE TIMBROOK**			

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Batch: 042224PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 015-151-520600		VEHICLE EXPENSES	$165.72	STM 040924	MILEAGE
		Total	$165.72		
37341	04/22/24	**US BANK EQUIPMENT FINANCE**			
E 015-151-521045		OFFICE EQUIPMENT	$220.46	525805701	COPIER CONTRACT PAYMENT 3/24-4/24/24
E 001-001-520700		RENT-CONTRACTS-MAI	$201.48	525985321	COPIER CONTRACT PAYMENT 12/25/23-3/25/24
E 002-024-520700		RENT-CONTRACTS-MAI	$201.48	525985321	COPIER CONTRACT PAYMENT 12/25/23-3/25/24
E 004-043-520700		RENT-CONTRACTS-MAI	$201.48	525985321	COPIER CONTRACT PAYMENT 12/25/23-3/25/24
		Total	$824.90		
37342	04/22/24	**US POST OFFICE**			
E 001-001-520220		POSTAGE & METER RE	$106.67	STM 042024	FIRST CLASS PRESORT P1
E 002-024-520220		POSTAGE & METER RE	$106.67	STM 042024	FIRST CLASS PRESORT P1
E 004-043-520220		POSTAGE & METER RE	$106.66	STM 042024	FIRST CLASS PRESORT P1
E 002-024-520220		POSTAGE & METER RE	$773.10	STM 043024	APRIL 2024 REGULAR BILLING
E 004-043-520220		POSTAGE & METER RE	$773.10	STM 043024	APRIL 2024 REGULAR BILLING
E 003-000-520320		PRINTING & ADVERTISI	$171.80	STM 043024	APRIL 2024 REGULAR BILLING
		Total	$2,038.00		
37343	04/22/24	**UTILITY SERVICE CO, INC**			
E 002-022-520671		TOWER MAINTENANCE	$3,716.08	601401	2ND QTR WATER WELL MAINT
E 002-022-520671		TOWER MAINTENANCE	$4,252.99	601402	2ND QTR WATER WELL MAINT
E 002-022-520671		TOWER MAINTENANCE	$4,983.53	601403	2ND QTR WATER WELL MAINT
E 002-022-520671		TOWER MAINTENANCE	$6,164.58	601404	2ND QTR WATER WELL MAINT
		Total	$19,117.18		
37344	04/22/24	**VALOR AUTOMOTIVE**			
E 001-002-520600		VEHICLE EXPENSES	$3,061.14	193675	REPAIR REAR SUSPENSION
		Total	$3,061.14		
37345	04/22/24	**VAN DIEST CHEMICAL CO**			
E 004-042-521030		CHEMICALS	$119.50	117062	VESSEL CHEMICALS
E 004-042-521030		CHEMICALS	$228.00	117063	ROUND-UP CHEMICAL
E 001-006-521030		CHEMICALS	$318.00	117400	PARK CHEMICALS
		Total	$665.50		
37346	04/22/24	**VANDERBILT'S NO. 4, INC**			
E 001-004-521150		UNIFORMS & ALTERATI	$39.59	706400	J. HIATT BOOTS
E 002-022-521150		UNIFORMS & ALTERATI	$39.60	706400	J. HIATT BOOTS
E 004-041-521150		UNIFORMS & ALTERATI	$40.80	706400	J. HIATT BOOTS
E 002-023-521150		UNIFORMS & ALTERATI	$150.00	706872	M FEENEY BOOTS
		Total	$269.99		
37347	04/22/24	**VECTORSOLUTIONS**			
E 001-003-520705		SOFTWARE SUBSCRIPT	$1,539.50	INV92647	ONLINE TRAINING SOFTWARE
		Total	$1,539.50		
37348	04/22/24	**VERIZON**			
E 001-004-520520		TELEPHONE / INTERNE	$12.15	9961016776	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	$12.14	9961016776	CELL PHONE SERVICE
E 001-004-520520		TELEPHONE / INTERNE	$20.73	9961016776	CELL PHONE SERVICE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
	E 002-022-520520	TELEPHONE / INTERNE	$20.73	9961016776	CELL PHONE SERVICE
	E 001-004-520520	TELEPHONE / INTERNE	$20.01	9961016776	CELL PHONE SERVICE
	E 002-022-520520	TELEPHONE / INTERNE	$20.00	9961016776	CELL PHONE SERVICE
	E 001-004-520520	TELEPHONE / INTERNE	$8.10	9961016776	CELL PHONE SERVICE
	E 002-022-520520	TELEPHONE / INTERNE	$8.09	9961016776	CELL PHONE SERVICE
	E 004-041-520520	TELEPHONE / INTERNE	$8.10	9961016776	CELL PHONE SERVICE
	E 001-001-520520	TELEPHONE / INTERNE	$13.82	9961016776	CELL PHONE SERVICE
	E 001-001-520520	TELEPHONE / INTERNE	$13.33	9961016776	CELL PHONE SERVICE
	E 002-024-520520	TELEPHONE / INTERNE	$13.82	9961016776	CELL PHONE SERVICE
	E 002-024-520520	TELEPHONE / INTERNE	$13.34	9961016776	CELL PHONE SERVICE
	E 004-043-520520	TELEPHONE / INTERNE	$13.81	9961016776	CELL PHONE SERVICE
	E 004-043-520520	TELEPHONE / INTERNE	$13.33	9961016776	CELL PHONE SERVICE
	E 001-011-520520	TELEPHONE / INTERNE	$46.45	9961016776	CELL PHONE SERVICE
	E 013-131-520520	TELEPHONE / INTERNE	$41.45	9961016776	CELL PHONE SERVICE
	E 004-042-520520	TELEPHONE / INTERNE	$41.45	9961016776	CELL PHONE SERVICE
	E 002-022-520520	TELEPHONE / INTERNE	$41.45	9961016776	CELL PHONE SERVICE
	E 004-042-520520	TELEPHONE / INTERNE	$41.45	9961016776	CELL PHONE SERVICE
	E 002-023-520520	TELEPHONE / INTERNE	$41.45	9961016776	CELL PHONE SERVICE
	E 002-022-520520	TELEPHONE / INTERNE	$41.45	9961016776	CELL PHONE SERVICE
	E 002-023-520520	TELEPHONE / INTERNE	$41.45	9961016776	CELL PHONE SERVICE
	E 001-001-520520	TELEPHONE / INTERNE	$41.45	9961016776	CELL PHONE SERVICE
	E 002-022-520520	TELEPHONE / INTERNE	$20.01	9961016776	CELL PHONE SERVICE
	E 004-041-520520	TELEPHONE / INTERNE	$20.00	9961016776	CELL PHONE SERVICE
	E 001-006-520520	TELEPHONE / INTERNE	$41.45	9961016776	CELL PHONE SERVICE
	E 001-006-520520	TELEPHONE / INTERNE	$41.45	9961016776	CELL PHONE SERVICE
	E 001-006-520520	TELEPHONE / INTERNE	$41.45	9961016776	CELL PHONE SERVICE
	E 001-006-520520	TELEPHONE / INTERNE	$41.45	9961016776	CELL PHONE SERVICE
	E 001-003-520520	TELEPHONE / INTERNE	$40.01	9961016776	CELL PHONE SERVICE
	E 001-011-520520	TELEPHONE / INTERNE	$40.01	9961016776	CELL PHONE SERVICE
	E 001-011-520520	TELEPHONE / INTERNE	$40.01	9961016776	CELL PHONE SERVICE
	E 013-131-520520	TELEPHONE / INTERNE	$40.01	9961016776	CELL PHONE SERVICE
	E 001-002-520520	TELEPHONE / INTERNE	$1,201.50	9961016776	CELL PHONE SERVICE
		Total	$2,156.90		
37349	04/22/24	**VISA - UMB ADMINISTRATION**			
	E 001-001-520910	DUES-SUBSCRIPTIONS-	$56.68	STM 040224	GFOA 2024 DUES LEANN
	E 002-024-520910	DUES-SUBSCRIPTIONS-	$56.66	STM 040224	GFOA 2024 DUES LEANN
	E 004-043-520910	DUES-SUBSCRIPTIONS-	$56.66	STM 040224	GFOA 2024 DUES LEANN
	E 001-001-521010	OFFICE SUPPLIES	$4.35	STM 040224	BINDER DIVIDERS
	E 002-024-521010	OFFICE SUPPLIES	$4.35	STM 040224	BINDER DIVIDERS
	E 004-043-521010	OFFICE SUPPLIES	$4.36	STM 040224	BINDER DIVIDERS
	E 001-001-521010	OFFICE SUPPLIES	$17.56	STM 040224	VARIOUS SIZE BINDERS
	E 002-024-521010	OFFICE SUPPLIES	$17.56	STM 040224	VARIOUS SIZE BINDERS
	E 004-043-521010	OFFICE SUPPLIES	$17.56	STM 040224	VARIOUS SIZE BINDERS
	E 001-001-521010	OFFICE SUPPLIES	$18.66	STM 040224	2 SURGE PROTECTORS/STICKY NOTES
	E 002-024-521010	OFFICE SUPPLIES	$18.66	STM 040224	2 SURGE PROTECTORS/STICKY NOTES
	E 004-043-521010	OFFICE SUPPLIES	$18.65	STM 040224	2 SURGE PROTECTORS/STICKY NOTES
	E 002-022-520425	PHYS CAP/DRUG SCR/B	$10.00	STM 040224	BACKGROUND CHECK WATER/STREET
	E 001-004-520425	PHYS CAP/DRUG SCR/B	$10.00	STM 040224	BACKGROUND CHECK WATER/STREET

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 002-022-520510		ELECTRIC SERVICE	$122.01	STM 040224	ELECTRIC SERVICE WATER TOWER/RUSSEL STOVER/GARTEN
E 001-001-520270		TRAINING	$45.00	STM 040224	REGISTRATION EFURD KSGFOA CONF
E 002-024-520270		TRAINING	$45.00	STM 040224	REGISTRATION EFURD KSGFOA CONF
E 004-043-520270		TRAINING	$45.00	STM 040224	REGISTRATION EFURD KSGFOA CONF
E 001-001-520270		TRAINING	$23.35	STM 040224	LUNCH JC VISIT TYLER ERP PREVIEW
E 002-024-520270		TRAINING	$23.33	STM 040224	LUNCH JC VISIT TYLER ERP PREVIEW
E 004-043-520270		TRAINING	$23.33	STM 040224	LUNCH JC VISIT TYLER ERP PREVIEW
E 002-022-520425		PHYS CAP/DRUG SCR/B	$20.00	STM 040224	BACKGROUND CHECK WATER
E 001-001-521010		OFFICE SUPPLIES	$12.35	STM 040224	TRASH CAN/CARD STOCK
E 002-024-521010		OFFICE SUPPLIES	$12.35	STM 040224	TRASH CAN/CARD STOCK
E 004-043-521010		OFFICE SUPPLIES	$12.35	STM 040224	TRASH CAN/CARD STOCK
E 001-001-521010		OFFICE SUPPLIES	$26.98	STM 040224	TOILET PAPER/TEA
E 002-024-521010		OFFICE SUPPLIES	$26.98	STM 040224	TOILET PAPER/TEA
E 004-043-521010		OFFICE SUPPLIES	$26.97	STM 040224	TOILET PAPER/TEA
E 001-001-520705		SOFTWARE SUBSCRIPT	$39.67	STM 040224	MONTHLY BASECAMP FEE MAR-APR
E 002-024-520705		SOFTWARE SUBSCRIPT	$39.67	STM 040224	MONTHLY BASECAMP FEE MAR-APR
E 004-043-520705		SOFTWARE SUBSCRIPT	$39.66	STM 040224	MONTHLY BASECAMP FEE MAR-APR
E 001-001-520520		TELEPHONE / INTERNE	$405.72	STM 040224	TELEPHONE SERVICE
E 002-024-520520		TELEPHONE / INTERNE	$405.72	STM 040224	TELEPHONE SERVICE
E 004-043-520520		TELEPHONE / INTERNE	$405.72	STM 040224	TELEPHONE SERVICE
E 001-008-520520		TELEPHONE / INTERNE	$135.24	STM 040224	TELEPHONE SERVICE
E 001-011-520520		TELEPHONE / INTERNE	$135.23	STM 040224	TELEPHONE SERVICE
E 001-013-520520		TELEPHONE / INTERNE	$168.66	STM 040224	TELEPHONE SERVICE
E 001-002-520520		TELEPHONE / INTERNE	$233.19	STM 040224	TELEPHONE SERVICE
E 001-003-520520		TELEPHONE / INTERNE	$135.23	STM 040224	TELEPHONE SERVICE
E 002-023-520520		TELEPHONE / INTERNE	$165.26	STM 040224	TELEPHONE SERVICE
E 004-042-520520		TELEPHONE / INTERNE	$114.58	STM 040224	TELEPHONE SERVICE
E 015-151-520520		TELEPHONE / INTERNE	$195.05	STM 040224	TELEPHONE SERVICE
E 001-004-520520		TELEPHONE / INTERNE	$70.90	STM 040224	TELEPHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	$70.90	STM 040224	TELEPHONE SERVICE
E 004-041-520520		TELEPHONE / INTERNE	$70.90	STM 040224	TELEPHONE SERVICE
E 003-000-520520		TELEPHONE / INTERNE	$90.44	STM 040224	TELEPHONE SERVICE
E 015-152-520520		TELEPHONE / INTERNE	$60.20	STM 040224	TELEPHONE SERVICE
E 013-131-520520		TELEPHONE / INTERNE	$124.65	STM 040224	TELEPHONE SERVICE
E 004-042-521080		TOOLS & MINOR EQUIP	$1,253.04	STM 040224	FLUKE PROCESSMETER
E 001-001-520260		SPECIAL PROJECTS	$3.12	STM 040224	WSU COMP PLAN GOALS WORKSHOP LUNCH
E 001-001-520260		SPECIAL PROJECTS	$148.64	STM 040224	WSU COMP PLAN GOALS WORKSHOP LUNCH
		Total	$5,288.10		
37350	04/22/24	**VISA - UMB AIRPORT**			
E 005-000-520520		TELEPHONE / INTERNE	$16.85	STM 040224	AWOS INTERNET
E 005-000-520520		TELEPHONE / INTERNE	$117.70	STM 040224	INTERNET OFFICE COMPUTER
		Total	$134.55		
37351	04/22/24	**VISA - UMB COMMUNITY DEVELOP**			
E 001-011-521060		GASOLINE-OIL-LUBRICA	$65.25	STM 040224	FUELED UP IN SALINA
E 001-008-521010		OFFICE SUPPLIES	$73.78	STM 040224	OFFICE SUPPLIES FOR COM DEVO
E 001-008-520705		SOFTWARE SUBSCRIPT	$21.69	STM 040224	ADOBE MONTHLY FEE
E 001-011-520270		TRAINING	$250.00	STM 040224	HOA SPRING CONF

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E 001-008-520705		SOFTWARE SUBSCRIPT	($20.96)	STM 040224	REFUND OF MONTHLY ADOBE SUBSCRIPTION
E 001-001-520705		SOFTWARE SUBSCRIPT	($12.12)	STM 040224	REFUND ADOBE FOR KELLIE
E 002-024-520705		SOFTWARE SUBSCRIPT	($12.12)	STM 040224	REFUND ADOBE FOR KELLIE
E 004-043-520705		SOFTWARE SUBSCRIPT	($12.13)	STM 040224	REFUND ADOBE FOR KELLIE
E 001-011-520705		SOFTWARE SUBSCRIPT	$400.00	STM 040224	BLUEBEAM IS PLAN EXAMINING SOFTWARE
E 001-008-521010		OFFICE SUPPLIES	$23.95	STM 040224	KEYBOARD/MOUSE FOR COM DEVO
		Total	$777.34		
37352	04/22/24	**VISA - UMB CVB**			
E 013-131-520740		PROMOTION, ADS, MAR	$374.25	STM 040224	2024 MIDWEST TRAVEL NETWORK CONF
E 013-131-520910		DUES-SUBSCRIPTIONS-	$1,155.00	STM 040224	CONSTANT CONTACT E-NEWSLETTER SUSCRIPTION
E 013-131-520520		TELEPHONE / INTERNE	$158.88	STM 040224	INTERNET
E 013-131-520910		DUES-SUBSCRIPTIONS-	$715.97	STM 040224	ADOBE CREATIVE SUITE SUBSCRIPTION
E 013-131-520220		POSTAGE & METER RE	$15.16	STM 040224	POSTAGE VISITOR INFO REQUEST
E 013-131-520740		PROMOTION, ADS, MAR	$211.90	STM 040224	MEAL CARDS FOR THE KC MAMA HOSTED TRAVEL
E 013-131-520740		PROMOTION, ADS, MAR	$35.00	STM 040224	MILITARY SPOUSE TABLE DONATION
E 013-131-520260		SPECIAL PROJECTS	$2,645.00	STM 040224	IKE CHALLENGE COINS
E 013-131-520220		POSTAGE & METER RE	$15.45	STM 040224	POSTAGE VISITOR INFO REQUEST
E 013-131-520740		PROMOTION, ADS, MAR	$100.00	STM 040224	SOCIAL MEDIA ADS
E 013-131-520910		DUES-SUBSCRIPTIONS-	$37.51	STM 040224	DOMAIN PURCHASE
E 013-131-520910		DUES-SUBSCRIPTIONS-	$145.76	STM 040224	DOMAIN PURCHASE
E 001-001-520520		TELEPHONE / INTERNE	$49.00	STM 040224	SERVICE TO STREAM CITY COMMISION MEETINGS
E 013-131-520740		PROMOTION, ADS, MAR	$100.00	STM 040224	SOCIAL MEDIA ADS
E 013-131-520220		POSTAGE & METER RE	$6.14	STM 040224	POSTAGE VISITOR INFO REQUEST
E 013-131-520740		PROMOTION, ADS, MAR	$86.71	STM 040224	CHOCOLATE TO INCLUDE IN GROUP TOUR OPERATOR MAILING
E 013-131-520740		PROMOTION, ADS, MAR	$100.00	STM 040224	SOCIAL MEDIA ADS
E 013-131-520740		PROMOTION, ADS, MAR	$251.72	STM 040224	LODGING FOR THIS KC MAMA 2 NIGHTS
E 013-131-520740		PROMOTION, ADS, MAR	$100.00	STM 040224	SOCIAL MEDIA ADS
E 013-131-520220		POSTAGE & METER RE	$18.95	STM 040224	POSTAGE VISITOR INFO REQUEST
E 013-131-521010		OFFICE SUPPLIES	$38.00	STM 040224	OFFICE SUPPLIES
E 013-131-520740		PROMOTION, ADS, MAR	$13.05	STM 040224	CAR SHOW DESIGN
E 013-131-520740		PROMOTION, ADS, MAR	$100.00	STM 040224	SOCIAL MEDIA ADS
E 013-131-520320		PRINTING & ADVERTISI	$158.25	STM 040224	CAR SHOW DESIGN
E 001-015-530380		MISCELLANEOUS	$589.23	STM 040224	RESTROOMS FOR DOWNTOWN CAR SHOW TO COMPLIMENT VI
E 013-131-520220		POSTAGE & METER RE	$4.03	STM 040224	POSTAGE VISITOR GUIDE REQUEST
E 013-131-520740		PROMOTION, ADS, MAR	$100.00	STM 040224	SOCIAL MEDIA ADS
E 001-015-530380		MISCELLANEOUS	$615.99	STM 040224	CIVIC CENTER ROOM DIVIDER
E 013-131-520740		PROMOTION, ADS, MAR	($2.18)	STM 040224	CAR SHOW DESIGN
E 013-131-520740		PROMOTION, ADS, MAR	$330.00	STM 040224	IKE STICKERS
E 013-131-520220		POSTAGE & METER RE	$15.40	STM 040224	POSTAGE VISITOR GUIDE REQUEST
E 013-131-521010		OFFICE SUPPLIES	$19.30	STM 040224	OFFICE SUPPLIES
E 001-015-521040		JANITOR SUPPLIES	$21.44	STM 040224	CLEANING SUPPLIES
E 001-015-521040		JANITOR SUPPLIES	$22.90	STM 040224	CLEANING SUPPLIES
E 013-131-520740		PROMOTION, ADS, MAR	$100.00	STM 040224	SOCIAL MEDIA ADS
E 013-131-520740		PROMOTION, ADS, MAR	$100.00	STM 040224	SOCIAL MEDIA ADS

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E 013-131-520270		TRAINING	$4.26	STM 040224	BOTTLE WATER @ AIRPORT TOTAL M&E DURING THE ENTIRE TR
E 013-131-520270		TRAINING	$59.04	STM 040224	GROUP DINNER. TOTAL M&E DURING THE ENTIRE TRIP
E 013-131-520220		POSTAGE & METER RE	$3.79	STM 040224	POSTAGE VISITOR GUIDE REQUEST
E 013-131-520270		TRAINING	$20.86	STM 040224	TRANSPORTATION FROM THE HOTEL TO THE HILL
E 013-131-520270		TRAINING	$131.63	STM 040224	LODGING BEFORE THE DC FLIGHT
E 013-131-520270		TRAINING	$2.60	STM 040224	BOTTLE WATER ON THE HILL. TOTAL M&E DURING THE ENTIRE TRIP
E 013-131-520270		TRAINING	$2.70	STM 040224	BOTTLE WATER ON THE HILL. TOTAL M&E DURING THE ENTIRE TRIP
E 013-131-520270		TRAINING	$9.60	STM 040224	BREAKFAST ON THE HILL. TOTAL M&E DURING THE ENTIRE TRIP
E 013-131-520270		TRAINING	$12.85	STM 040224	TRANSPORTATION FROM TUESDAY NIGHT DINNER TO HOTEL
E 013-131-520220		POSTAGE & METER RE	$13.60	STM 040224	POSTAGE VIISTOR GUIDE REQUESTS
E 013-131-520270		TRAINING	$57.06	STM 040224	TRANSPORTATION TO EISENHOWER MEMORIAL. PHOTOS USE
E 013-131-520270		TRAINING	$31.11	STM 040224	TRANSPORTATION TO AIRPORT
E 001-015-530380		MISCELLANEOUS	$609.00	STM 040224	CIVIC CENTER ROOM DIVIDER
E 013-131-520740		PROMOTION, ADS, MAR	$100.00	STM 040224	SOCIAL MEDIA ADS
E 013-131-520270		TRAINING	$5.76	STM 040224	COFFEE @ AIRPORT
E 013-131-520270		TRAINING	$6.59	STM 040224	BOTTLED WATER
E 013-131-520270		TRAINING	$75.00	STM 040224	PARKING FOR EARLY MORNING FLIGHT
E 013-131-520270		TRAINING	$809.34	STM 040224	2 NIGHTS @ US TRAVEL ASSOC. DESTINATION CAPITOL
E 013-131-520740		PROMOTION, ADS, MAR	$100.00	STM 040224	SOCIAL MEDIA ADS
E 001-001-520260		SPECIAL PROJECTS	$530.17	STM 040224	ABILENE KS DISPLAY BOOTH
E 013-131-520260		SPECIAL PROJECTS	$1,120.00	STM 040224	I LIKE SIGNS
E 013-131-520910		DUES-SUBSCRIPTIONS-	$44.53	STM 040224	DOMAIN PURCHASE
E 013-131-520910		DUES-SUBSCRIPTIONS-	$89.06	STM 040224	DOMAIN PURCHASE
E 013-131-520740		PROMOTION, ADS, MAR	$100.00	STM 040224	SOCIAL MEDIA ADS
E 013-131-520220		POSTAGE & METER RE	$3.79	STM 040224	POSTAGE VISITOR GUIDE REQUESTS
E 013-131-520740		PROMOTION, ADS, MAR	$65.32	STM 040224	SOCIAL MEDIA ADS
E 013-131-520220		POSTAGE & METER RE	$11.37	STM 040224	POSTAGE VISITOR GUIDE REQUESTS
		Total	$12,566.84		
37353	04/22/24	**VISA - UMB FIRE DEPT**			
E 001-003-521010		OFFICE SUPPLIES	$16.00	STM 040224	COAT HANGERS & AIR FRESHERNER
E 001-003-520270		TRAINING	$480.00	STM 040224	DRIVER/OPERATOR TESTING
E 001-003-520270		TRAINING	$12.28	STM 040224	NOZZLE FORWARD TRAINING SUNDAY LUNCH
E 001-003-520270		TRAINING	$35.07	STM 040224	NOZZLE FORWARD TRAINING SATURDAY DINNER
E 001-003-520270		TRAINING	$12.28	STM 040224	MEAL
E 001-003-520270		TRAINING	$22.42	STM 040224	MEAL
E 001-003-521040		JANITOR SUPPLIES	$97.00	STM 040224	SOAP & DISPENSERS FOR BATHROOMS
E 001-003-521040		JANITOR SUPPLIES	$262.53	STM 040224	BATHROOM & OFFICE SUPPLIES
E 001-003-520270		TRAINING	$12.28	STM 040224	NOZZLE FORWARD TRAINING SAT LUNCH
E 001-003-520270		TRAINING	$13.37	STM 040224	MEAL
E 001-003-520270		TRAINING	$11.00	STM 040224	NOZZLE FORWARD TRAINING SUNDAY DINNER

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E 001-003-520270		TRAINING	$12.01	STM 040224	NOZZLE FORWARD TRAINING SUNDAY DINNER
E 001-003-520270		TRAINING	$127.82	STM 040224	HOTEL
E 001-003-521231		FIRE EQUIPMENT	$19.26	STM 040224	GAS FOR DRIP TORCHES & PUMPS
E 001-003-521231		FIRE EQUIPMENT	$36.58	STM 040224	REFUEL GAS CANS & GATOR
E 001-003-520970		MISCELLANEOUS SERVI	$41.01	STM 040224	LUNCH FOR 7 PERSONNEL WHILE BURNING
E 001-003-521150		UNIFORMS & ALTERATI	$97.51	STM 040224	DUTY BOOTS
E 001-003-521231		FIRE EQUIPMENT	$8.98	STM 040224	AIRLINE ON RESCUE
E 001-003-520270		TRAINING	$36.42	STM 040224	BREAKFAST FOR FT STAFF MEETING
E 001-003-520120		MEDICAL SUPPLIES	$27.66	STM 040224	PULSE OXIMETER FOR MEDICAL BAG
E 001-003-520270		TRAINING	$240.00	STM 040224	24" X 10' PIPE FOR CONFINED SPACE
E 001-003-521231		FIRE EQUIPMENT	$62.99	STM 040224	AIRLINE ON RESCUE
E 001-003-521231		FIRE EQUIPMENT	$483.02	STM 040224	TRUCK MAINT
E 001-003-521231		FIRE EQUIPMENT	$19.99	STM 040224	STREAMLIGHT BATTERY
E 001-003-521231		FIRE EQUIPMENT	$48.99	STM 040224	OIL CHANGES ON TRUCKS
E 001-003-521231		FIRE EQUIPMENT	$258.95	STM 040224	HOSE ROLLER FOR SQUAD 35
E 001-003-520610		BUILDING MAINTENANC	$146.01	STM 040224	AIR HOSE REEL
E 001-003-521231		FIRE EQUIPMENT	$21.08	STM 040224	GREASE & WHEEL SEALS
E 001-003-521231		FIRE EQUIPMENT	$158.31	STM 040224	UTV BATTERY & OIL FILTER
E 001-003-520910		DUES-SUBSCRIPTIONS-	$60.00	STM 040224	KS ST FIRE FIGHTER ASSOC MEMBERSHIP
E 001-003-521060		GASOLINE-OIL-LUBRICA	$52.17	STM 040224	FUEL TRAVEL BACK FROM TRAINING
E 001-003-520270		TRAINING	$14.94	STM 040224	MEAL @ TRAINING
E 001-003-520270		TRAINING	$104.94	STM 040224	HOTEL CHIEFS MEETING
E 001-003-521231		FIRE EQUIPMENT	$22.76	STM 040224	MOUNTING AN AIRLINE ON RESCUE
E 001-003-521231		FIRE EQUIPMENT	$25.89	STM 040224	REPLACE FOAM SYSTEM ON SQUAD 35
E 001-003-521010		OFFICE SUPPLIES	$10.58	STM 040224	TRASH BAGS
E 001-003-521231		FIRE EQUIPMENT	$33.84	STM 040224	TOOLS & FLOOR JACK
E 001-003-521060		GASOLINE-OIL-LUBRICA	$59.96	STM 040224	FUEL TRAVELING TO COLORADO TRAINING
E 001-003-520270		TRAINING	$42.48	STM 040224	MEALS FOR 2 @ TRAINING
E 001-003-521060		GASOLINE-OIL-LUBRICA	$49.98	STM 040224	FUEL @ TRAINING
E 001-003-520610		BUILDING MAINTENANC	($22.18)	STM 040224	RETURNED ITEMS NOT MEEDED FOR WASHING MACHINE REPAIR
E 001-003-520610		BUILDING MAINTENANC	$23.74	STM 040224	ITEMS FOR WASHING MACHINE REPAIRS
E 001-003-520270		TRAINING	$11.49	STM 040224	WATER FOR TRAINING
E 001-003-521060		GASOLINE-OIL-LUBRICA	$23.85	STM 040224	FUEL IN COLORADO TRAINING
E 001-003-521060		GASOLINE-OIL-LUBRICA	$44.45	STM 040224	FUEL RETURNING FROM COLORADO
E 001-003-520270		TRAINING	$22.71	STM 040224	MEAL FOR 2 LMSTI TRAINING
		Total	$3,402.42		
37354	04/22/24	**VISA - UMB PARKS**			
E 001-006-521040		JANITOR SUPPLIES	$41.77	STM 040224	GLOVES
E 001-006-521040		JANITOR SUPPLIES	$83.54	STM 040224	RUBBER GLOVES
E 001-006-520270		TRAINING	$45.00	STM 040224	KDA CHMICAL TEST
E 001-006-520270		TRAINING	$45.00	STM 040224	SARAH TAYLOR'S PESTICIDE CERTIFICATION
E 015-157-520610		BUILDING MAINTENANC	$62.16	STM 040224	PIPE FOR UNDERGROUND DRAINAGE
E 001-006-521210		BALL PARK SUPPLIES/R	$603.26	STM 040224	DRAG MAT
E 015-153-522060		TENNIS SUPPLIES / EQ	$31.64	STM 040224	TENNIS CENTER STRAPS
E 001-006-521080		TOOLS & MINOR EQUIP	$87.49	STM 040224	RACHETING WRENCH SET
E 015-153-522400		YOUTH SPORTS EQUIP	$21.98	STM 040224	WHISTLES FOR YOUTH SOCCER PROGRAM
E 015-156-523770		COMMUNITY EDUCATIO	$29.91	STM 040224	MINI HULA HOOPS

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-006-520620		EQUIPMENT REP & MAI	$98.35	STM 040224	OIL FOR SAND RAKE
E 008-000-530260		SPECIAL PROJECTS	$158.12	STM 040224	PARK MASTER PLAN PRINTING 2023 COMP PLAN/PARK PLAN
E 015-151-521045		OFFICE EQUIPMENT	$24.20	STM 040224	COACH THANK YOU CARDS
E 001-006-521080		TOOLS & MINOR EQUIP	$146.48	STM 040224	HOSE REEL
E 001-006-520620		EQUIPMENT REP & MAI	$286.68	STM 040224	CENTER LINK
E 015-151-520270		TRAINING	$80.00	STM 040224	REC BOARD MEETING
E 001-006-521210		BALL PARK SUPPLIES/R	$22.58	STM 040224	ZIP TIES
E 015-151-521010		OFFICE SUPPLIES	$29.98	STM 040224	THANK YOU CARDS
E 015-157-521080		TOOLS & MINOR EQUIP	$1,311.92	STM 040224	AUTO SCRUBBER REPAIR
E 001-006-521210		BALL PARK SUPPLIES/R	$11.29	STM 040224	ZIP TIES
E 015-157-520610		BUILDING MAINTENANC	$14.99	STM 040224	ZIP TIES
E 015-157-520610		BUILDING MAINTENANC	$10.99	STM 040224	DBL SIDED TAPE
E 001-006-521210		BALL PARK SUPPLIES/R	$7.99	STM 040224	PAINT FOR BALLFIELDS
E 001-006-521210		BALL PARK SUPPLIES/R	$8.99	STM 040224	SPRAY PAING FOR BALLFIELDS
E 008-000-530365		FRIENDS OF THE PARK	$1,505.76	STM 040224	MEMORIAL
E 008-000-530260		SPECIAL PROJECTS	$262.93	STM 040224	DOG WASTE DISPENSERS
E 015-153-522400		YOUTH SPORTS EQUIP	$66.36	STM 040224	MESH BAGS FOR EQUIPMENT
E 001-006-521160		LAWN & GARDEN SUPP	$68.41	STM 040224	FLOWER SEED
E 015-153-522300		YOUTH SPORTS SUPPLI	$20.00	STM 040224	COACH OF THE SEASON GIFT CARDS
E 008-000-530260		SPECIAL PROJECTS	$59.50	STM 040224	DOGGY WASTE BAGS
E 015-153-522400		YOUTH SPORTS EQUIP	$23.08	STM 040224	4 SQUARE BALLS
E 001-006-521160		LAWN & GARDEN SUPP	$18.89	STM 040224	HEAVY DUTY TRASH BAGS
E 015-156-523770		COMMUNITY EDUCATIO	$90.12	STM 040224	RUBBER DUCKS
E 008-000-530365		FRIENDS OF THE PARK	$369.62	STM 040224	MEMORIAL WISH LIST, IRRIGATION SUPPLIES & CHRISTMAS
E 001-006-520610		BUILDING MAINTENANC	$18.50	STM 040224	LIGHT BULBS
E 008-000-530365		FRIENDS OF THE PARK	$1,391.84	STM 040224	MEMORIAL GIFT WISH LIST, DRIP IRRIGATION SUPPLIES
E 015-156-523770		COMMUNITY EDUCATIO	$26.08	STM 040224	PICKLEBALLS
E 015-153-522900		SPECIAL EVENTS	$247.26	STM 040224	EASTER EGG HUNT & ASP PARTY
E 001-006-520620		EQUIPMENT REP & MAI	$44.63	STM 040224	PARTS FOR WALKER MOWER
E 015-156-523770		COMMUNITY EDUCATIO	$31.49	STM 040224	PICKLEBALL NET
E 015-156-523770		COMMUNITY EDUCATIO	$259.98	STM 040224	PICKLEBALL NET SYSTEMS
E 001-006-520620		EQUIPMENT REP & MAI	$4.77	STM 040224	HARDWARE FOR GROOMER
E 001-006-520600		VEHICLE EXPENSES	$13.95	STM 040224	SEA FOAM FOR TRUCK
E 015-153-521050		CONCESSION SUPPLIE	$104.88	STM 040224	NACHO CHEESE
E 015-157-521040		JANITOR SUPPLIES	$101.02	STM 040224	JANITOR SUPPLIES
E 001-006-521040		JANITOR SUPPLIES	$468.84	STM 040224	JANITOR SUPPLIES
E 001-006-521210		BALL PARK SUPPLIES/R	$16.49	STM 040224	DOOR HASP
E 001-006-520620		EQUIPMENT REP & MAI	$69.14	STM 040224	FUEL FILTERS FOR MOWERS
E 008-000-530365		FRIENDS OF THE PARK	$476.00	STM 040224	MEMORIAL PLAQUES FOR SWISHER & SENNER
E 015-151-520320		PRINTING & ADVERTISI	$32.34	STM 040224	PATHWAYS GRANT EVENT
		Total	$9,056.19		
37355	04/22/24	**VISA - UMB POLICE DEPT**			
E 001-012-520270		TRAINING	$19.12	STM 040224	TRAINING MEAL KACM CONF
E 001-012-520270		TRAINING	$148.40	STM 040224	TRAINING LODGING KACM CONF
E 001-002-520600		VEHICLE EXPENSES	$12.00	STM 040224	CAR WASH 11

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-002-530390		POLICE EQUIPMENT	$57.58	STM 040224	SPEAKER MICS
E 001-002-520970		MISCELLANEOUS SERVI	$46.00	STM 040224	WATER
E 001-002-520705		SOFTWARE SUBSCRIPT	$56.49	STM 040224	DOMAIN NAME REGISTATION FEE
E 001-002-520270		TRAINING	$17.79	STM 040224	DINNER TRAINING KNOA
E 001-002-520270		TRAINING	$22.22	STM 040224	DINNER TRAINING KNOA
E 001-002-520600		VEHICLE EXPENSES	$13.00	STM 040224	CAR WASH
E 001-002-520270		TRAINING	$250.00	STM 040224	KACP LEADERSHIP CONF
E 001-002-530390		POLICE EQUIPMENT	$126.34	STM 040224	FLASHLIGHT
E 001-002-520270		TRAINING	$76.88	STM 040224	TRAINING REGISTRATION EMPORIA
E 001-002-520270		TRAINING	$360.36	STM 040224	HOTEL KNOA TRAINING
E 001-002-520600		VEHICLE EXPENSES	$15.00	STM 040224	CAR WASH
E 001-002-520270		TRAINING	$14.86	STM 040224	MEAL TRAINING
E 001-002-520270		TRAINING	$17.65	STM 040224	MEAL TRAINING
E 001-002-520270		TRAINING	$11.91	STM 040224	MEAL TRAINING
E 001-002-520270		TRAINING	$17.44	STM 040224	MEAL TRAINING
E 001-002-521060		GASOLINE-OIL-LUBRICA	$46.18	STM 040224	FUEL
E 001-002-520270		TRAINING	$10.99	STM 040224	MEAL TRAINING
E 001-002-521150		UNIFORMS & ALTERATI	$136.00	STM 040224	BOOTS
E 001-002-530390		POLICE EQUIPMENT	$36.98	STM 040224	EARPIECE
E 001-002-520600		VEHICLE EXPENSES	$11.00	STM 040224	CAR WASH
E 001-002-530390		POLICE EQUIPMENT	$156.50	STM 040224	BODY CAMERA MOUNTS
E 001-002-530390		POLICE EQUIPMENT	$144.99	STM 040224	EARPIECE
E 001-002-520270		TRAINING	$225.00	STM 040224	TRAINING CLASS
E 001-002-521150		UNIFORMS & ALTERATI	($105.95)	STM 040224	BOOTS
E 001-002-521010		OFFICE SUPPLIES	$22.31	STM 040224	COUNTER ALARM
E 001-002-521010		OFFICE SUPPLIES	($22.31)	STM 040224	REFUND DOOR ALARM
E 001-002-520320		PRINTING & ADVERTISI	$38.95	STM 040224	JUVENILE POSTER
E 001-012-521010		OFFICE SUPPLIES	$9.85	STM 040224	CUSTOM ADDRESS STAMP
E 001-002-530390		POLICE EQUIPMENT	$86.79	STM 040224	WEAPON LIGHT FOR DUTY HANDGUN
E 001-002-521040		JANITOR SUPPLIES	$16.89	STM 040224	DUST OFF
E 001-002-521010		OFFICE SUPPLIES	$39.99	STM 040224	CRACKERS
E 001-002-520600		VEHICLE EXPENSES	$15.00	STM 040224	CAR WASH
E 001-002-521010		OFFICE SUPPLIES	($68.99)	STM 040224	REFUND HDMI CABLE
E 001-002-521010		OFFICE SUPPLIES	($219.99)	STM 040224	REFUND TV MONITOR
E 001-002-520910		DUES-SUBSCRIPTIONS-	$50.00	STM 040224	NLE FIREARMS INSTRUCTOR ASSOC
E 001-002-520270		TRAINING	$285.00	STM 040224	TRAINING REGISTRATION
E 001-002-521081		EVIDENCE EQUIP / SUP	$69.99	STM 040224	METAL LOCK STORAGE CABINET
E 001-002-520270		TRAINING	$16.67	STM 040224	TRAINING MEAL
E 001-002-521010		OFFICE SUPPLIES	($16.59)	STM 040224	TV MONITOR REFUND
E 001-002-521010		OFFICE SUPPLIES	($16.59)	STM 040224	TV MONITOR REFUND
E 001-002-521010		OFFICE SUPPLIES	($16.98)	STM 040224	TV MONITOR REFUND
E 001-002-521010		OFFICE SUPPLIES	($26.83)	STM 040224	TV MONITOR REFUND
E 001-002-520270		TRAINING	$400.00	STM 040224	TRAINING REGISTRATION
E 001-002-520910		DUES-SUBSCRIPTIONS-	$125.00	STM 040224	ANNUAL MEMBERSHIP FBI NATION ACADEMY & A
E 001-002-530390		POLICE EQUIPMENT	$27.97	STM 040224	PHONE CASE
E 001-002-520600		VEHICLE EXPENSES	$13.00	STM 040224	CAR WASH
E 001-002-521040		JANITOR SUPPLIES	$7.20	STM 040224	AIR FRESHERNER
E 001-002-520600		VEHICLE EXPENSES	$12.00	STM 040224	CAR WASH

CITY OF ABILENE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
		Total	$2,793.06		
37356	04/22/24	**VISA - UMB PUBLIC WORKS**			
E 001-001-520870		TREE BOARD	$11.55	STM 040224	EXPANDING FILE
E 004-042-521010		OFFICE SUPPLIES	$64.78	STM 040224	COFFE & OFFICE SUPPLIES
E 001-004-521010		OFFICE SUPPLIES	$3.01	STM 040224	COFFE & OFFICE SUPPLIES
E 001-004-521010		OFFICE SUPPLIES	$23.99	STM 040224	PENS, SAFETY GLASSES & ICED TEA
E 001-004-520970		MISCELLANEOUS SERVI	$10.71	STM 040224	PENS, SAFETY GLASSES & ICED TEA
E 004-042-521010		OFFICE SUPPLIES	$34.64	STM 040224	PENS, SAFETY GLASSES & ICED TEA
E 002-022-520970		MISCELLANEOUS SERVI	$559.20	STM 040224	SPRAY PAINT FOR LOCATES
E 004-042-520270		TRAINING	$24.01	STM 040224	DONOVAN MEAL CDL TRAINING
E 004-042-520610		BUILDING MAINTENANC	$48.99	STM 040224	DUST MOP
E 004-042-520270		TRAINING	$19.18	STM 040224	CLD TRAINING LUNCH
E 004-042-520270		TRAINING	$13.75	STM 040224	CLD TRAINING LUNCH
E 004-042-520610		BUILDING MAINTENANC	$57.59	STM 040224	DUST MOP
E 004-042-520610		BUILDING MAINTENANC	$76.09	STM 040224	DUST MOP HEADS, WET MOP & HANDLE
E 004-042-520270		TRAINING	$18.27	STM 040224	CDL TRAINING MEAL
E 004-042-520270		TRAINING	$9.77	STM 040224	CDL TRAINING MEAL
E 004-042-520270		TRAINING	$26.94	STM 040224	CDL TRAINING MEAL
E 001-005-521080		TOOLS & MINOR EQUIP	$57.40	STM 040224	WRENCH SETS
E 001-004-520610		BUILDING MAINTENANC	$99.98	STM 040224	VACUMM CLEANER
E 004-042-520970		MISCELLANEOUS SERVI	$12.84	STM 040224	BOTTLED WATER
E 001-004-521010		OFFICE SUPPLIES	$43.25	STM 040224	SHRED CONTAINER
E 001-004-520270		TRAINING	$20.71	STM 040224	DONOVAN CDL TRAINING MEAL
E 001-004-520270		TRAINING	$2.06	STM 040224	MEAL KRWA
E 002-022-520270		TRAINING	$6.18	STM 040224	MEAL KRWA
E 002-023-520270		TRAINING	$4.12	STM 040224	MEAL KRWA
E 004-041-520270		TRAINING	$6.18	STM 040224	MEAL KRWA
E 004-042-520270		TRAINING	$2.06	STM 040224	MEAL KRWA
E 001-004-520705		SOFTWARE SUBSCRIPT	$218.04	STM 040224	NAPA TRACS
E 004-042-520270		TRAINING	$5.00	STM 040224	KRWA PARKING
E 001-004-520270		TRAINING	$5.00	STM 040224	KRWA PARKING
E 001-004-520270		TRAINING	$31.02	STM 040224	DONOVAN MEAL CDL
E 002-023-521010		OFFICE SUPPLIES	$8.74	STM 040224	COFFEE
E 004-042-520270		TRAINING	$37.12	STM 040224	BREAKFAST KRWA
E 001-005-520270		TRAINING	$18.55	STM 040224	BREAKFAST KRWA
E 001-004-520270		TRAINING	$18.55	STM 040224	BREAKFAST KRWA
E 002-022-520270		TRAINING	$5.00	STM 040224	KRWA PARKING
E 004-042-520270		TRAINING	$5.00	STM 040224	KRWA PARKING
E 001-004-520270		TRAINING	$36.76	STM 040224	HOTEL KRWA
E 002-022-520270		TRAINING	$110.27	STM 040224	HOTEL KRWA
E 002-023-520270		TRAINING	$73.52	STM 040224	HOTEL KRWA
E 004-041-520270		TRAINING	$110.27	STM 040224	HOTEL KRWA
E 004-042-520270		TRAINING	$36.76	STM 040224	HOTEL KRWA
E 002-023-520270		TRAINING	$16.07	STM 040224	KRWA MEAL
E 002-023-520270		TRAINING	$367.58	STM 040224	KRWA HOTEL
E 004-042-520270		TRAINING	$367.58	STM 040224	KRWA HOTEL
E 001-004-520270		TRAINING	$183.79	STM 040224	KRWA HOTEL
E 001-005-520270		TRAINING	$183.79	STM 040224	KRWA HOTEL

CITY OF ABILENE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 004-042-520270		TRAINING	$38.98	STM 040224	KRWA MEAL
E 001-004-520270		TRAINING	$12.99	STM 040224	KRWA MEAL
E 004-042-520270		TRAINING	$367.58	STM 040224	KRWA HOTEL
		Total	$3,515.21		
37357	04/22/24	**WINTERS, MACY**			
E 015-156-523331		DANCE/TUMBLING	$432.00	STM 041524	APRIL REG FEES
		Total	$432.00		
37358	04/22/24	**XEROX FINANCIAL SERVICES**			
E 001-002-520700		RENT-CONTRACTS-MAI	$249.15	5596662	COPIER PAYMENT 3/21-4/20/24
		Total	$249.15		
		002000	$296,697.36		

Fund Summary

002000 Astra Bank checking	
001 GENERAL FUND	$77,431.99
002 WATER FUND	$25,519.01
003 RECYCLING FUND	$6,428.91
004 SEWER FUND	$8,446.64
005 AIRPORT FUND	$157.96
008 SPECIAL PARKS & REC	$4,273.77
013 TOURISM & CONVENTION FUND	$13,846.98
014 SPECIAL STREET FUND	$151,003.83
015 RECREATION COMMISSION	$9,588.27
	$296,697.36

City of Abilene
Payroll Expenditures Report
4/12/2024 PR #8

PAYROLL CODE		TOTALS	
	NET SALARIES	$ 102,420.45	
051 & 501	OASDI - CITY/EMPLOYEE	$ 17,838.90	
049 & 502	MEDICARE - CITY/EMPLOYEE	$ 4,172.02	
001	FEDERAL WITHHOLDING - EMPLOYEE	$ 11,048.85	
503	KPERS - CITY	**$ 8,560.76**	**$ 13,567.08**
056, 057, 059	KPERS EMPLOYEE	**$ 5,006.32**	
054	KPERS BUYBACK	$ -	
505	KPERS RETIREE/EMPLOYER	$ -	
153	KPERS GROUP LIFE - EMPLOYEE	$ 165.35	
504	KPF - CITY	**$ 15,149.14**	**$ 19,838.17**
061	KPF EMPLOYEE	**$ 4,689.03**	
155	KPF GROUP LIFE- EMPLOYEE	$ 110.32	
105	FTC EMPLOYEE	$ 736.00	
540	FTC CITY	$ 400.00	
219	KPERS 457 EMPLOYEE	$ 284.00	
507	KPERS 457 CITY	$ 180.00	
220	KPERS ROTH	$ 122.00	
204	LPL FINANCIAL 529 - EMPLOYEE	$ 50.00	
110	LPL FINANCIAL SAVINGS - EMPLOYEE	$ 175.00	
130 & 530	ICMA 457 CITY/EMPLOYEE	$ -	
005	STATE TAX - EMPLOYEE	$ 6,610.52	
120	AFLAC After Tax D&L - EMPLOYEE	$ 256.62	
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	$ 7,524.95	**$ 30,099.24**
510	HEALTH INSURANCE - CITY	$ 22,574.29	
103	HEALTH SAVINGS ACCOUNT - EMPLOYEE	$ 345.00	
506	HEALTH SAVINGS ACCOUNT - CITY	$ 175.00	
111 & 520	IMPACT SPORTS & FITNESS- CITY/EMPLOYEE	$ 368.78	
114 & 560	ABILENE PHYSICAL THERAPY - CITY/EMPLOYEE	$ -	
215	KS Support order- EMPLOYEE	$ 392.25	
218	Training Reimbursement	$ -	
150	FLEXIBLE SPENDING ACCOUNT - EMPLOYEE	$ 1,582.03	
121	POLICE & FIREMENS INS. - EMPLOYEE	$ 20.92	
211	GARNISHMENT - EMPLOYEE	$ -	
	TOTAL PAYROLL EXPENDITURES	**$ 211,886.64**	