



ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
December 30, 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 December 30, 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 December 9, 2024, Regular Meeting
6. Public Comments and Communications
 - a. Public Forum: Persons who wish to address the City Commission regarding items outside the agenda may do so when called upon by the Mayor. Speakers will be allowed a three-minute time limit.
7. Business Items
 - a. Public Hearing for the purpose of hearing and answering objections of taxpayers related to the proposed amended use of funds for the 2024 Budget of the City of Abilene, Kansas. – Finance Director, Leann Johnson
 - b. Consider approval of Ordinance No. 24-3456, AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET FOR THE CITY OF ABILENE, KANSAS, IN CONFORMATION WITH THE CASH BASIS AND BUDGETARY LAWS OF THE STATE OF KANSAS. – Finance Director, Leann Johnson
8. Items for discussion
 - a. Consider approval of a Master Agreement with Olsson, Inc. for engineering services for the City of Abilene. – City Manager, Ron Marsh

9. Reports

- a. City Manager's Report

10. Adjournment of Regular Meeting

- a. Consider a motion to adjourn the December 30, 2024, City Commission Meeting.



Abilene City Commission Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
December 9, 2024, @ 4:00 pm.
Abilene, Kansas

1. Call to Order

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

Staff Present: City Manager Marsh, Finance Director Johnson, City Attorney Martin, Fire Chief Strunk, Police Chief Hatter, Community Development Director Zook, Public Works Director Anderson, Convention and Visitors Bureau Director Roller-Weeks, City Inspector Steerman, and Administrative Assistant Olson.

3. Pledge of Allegiance

Agenda

4. Approval of the Agenda for the December 9, 2024, City Commission Meeting

Motion by Commissioner Kollhoff, seconded by Commissioner Witt, to approve the agenda, moving item 5b to item 7e. Roll call vote: Miller YES, Witt YES, Kollhoff YES, Meysenburg YES, Rein YES. The motion carried 5-0.

Consent Agenda

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

a. Meeting Minutes for November 25, 2024, Regular Meeting

b. Approval of 2025 Cereal Malt Beverage License renewals

Motion by Commissioner Miller, seconded by Commissioner Kollhoff, to approve the consent agenda with only the meeting minutes from November 25, 2024. Roll call vote: Witt YES, Kollhoff YES, Meysenburg YES, Miller YES, Rein YES. The motion carried 5-0.

6. Public Comments and Communications

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

There were no public comments or communications.

7. Business Items

- a. Resume Public Hearing from September 23, 2024, for the purpose of showing cause why the structure located at 1601 W. First Street in Abilene, Kansas, should not be condemned and ordered repaired or demolished.

Mayor Rein opened the public hearing at 4:03 pm.

City Inspector Steerman gave an update on the progress of the work being done on the property. Work was started on the SE portion of the roof, and very little work has been completed.

Roger Seymour, the property owner, updated the Commission on the issues he has been having with hiring people to complete the work. He asked the Commission to continue this hearing for a couple of months so work can be completed.

Mayor Rein closed the public hearing at 4:08 pm.

- b. Consider approval of Resolution 120924-1, A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT 1601 W. FIRST ST., ABILENE, KANSAS, IS UNSAFE AND DANGEROUS AND DIRECTING THE STRUCTURE TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE.

Motion by Commissioner Witt, seconded by Commissioner Kollhoff, to continue this public hearing until the February 10, 2025, meeting, with the expectation that all roof work should be completed by that date. If the work is not complete, we will pass the dangerous structure resolution at that time and must be completed by the March 31, 2025, deadline. Roll call vote: Kollhoff YES, Meysenburg YES, Miller YES, Witt YES, Rein YES. The motion carried 5-0.

- c. Consider approval of Resolution No. 120924-2, A RESOLUTION PROVIDING FOR AN ADJUSTMENT TO THE PAY PLAN OF THE CITY OF ABILENE, KANSAS, TO ENSURE

APPROPRIATE COMPENSATION FOR CITY EMPLOYEES AS COMPARED WITH THE COMPARABLE LABOR MARKET.

Motion by Commissioner Witt, seconded by Commissioner Miller, to approve Resolution No. 120924-2, A RESOLUTION PROVIDING FOR AN ADJUSTMENT TO THE PAY PLAN OF THE CITY OF ABILENE, KANSAS, TO ENSURE APPROPRIATE COMPENSATION FOR CITY EMPLOYEES AS COMPARED WITH THE COMPARABLE LABOR MARKET.

Commissioner Kollhoff stated that our city employees are very well paid. They are above average in almost everything and in the top 10% of all 2nd class cities across the state. He doesn't prefer the shotgun approach that we are raising everyone by a certain percentage; maybe it should be more for the lower-paid employees and less for the higher employees.

Roll call vote: Meysenburg YES, Miller YES, Witt YES, Kollhoff YES, Rein YES. The motion carried 5-0.

- d. Consider approval of Ordinance No.24-3455 AN ORDINANCE AUTHORIZING THE CITY OF ABILENE, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL BONDS, SERIES 2024 (GOLDEN BELT WEST MULTIFAMILY, LLC), FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION, FURNISHING AND EQUIPPING OF A COMMERCIAL FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.

Motion by Commissioner Witt, seconded by Commissioner Kollhoff to approve Ordinance No. 24-3455, AN ORDINANCE AUTHORIZING THE CITY OF ABILENE, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL BONDS, SERIES 2024 (GOLDEN BELT WEST MULTIFAMILY, LLC), FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION, FURNISHING AND EQUIPPING OF A COMMERCIAL FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.

Roll call vote: The motion carried 5-0.

- e. Executive Session: Motion by Commissioner Kollhoff, seconded by Commissioner Witt for the City Commission to recess into executive session for ten minutes to discuss with legal counsel certain issues related to the consideration of a cereal malt beverage license renewal, based upon the need for consultation with an attorney for the public body which would be deemed privileged in the attorney-client relationship pursuant to K.S.A. 45-7319(b)(2). The open meeting will resume in this room at 4:41 pm. Roll call vote: Witt YES, Kollhoff YES, Meysenburg YES, Miller YES, Rein YES. The motion carried 5-0.

The open public meeting resumed at 4:43 pm.

No action was taken during the executive session.

Motion by Commissioner Kollhoff, seconded by Commissioner Miller, to approve the renewal of the Cereal Malt Beverage Licenses with the addition of Southside Bar to the list. Roll call vote: Kollhoff YES, Meysenburg YES, Miller YES, Witt ABSTAINED for any real or apparent conflict of interest, Rein YES. The motion carried 5-0.

8. Items for Discussion

There were no items for discussion.

9. Reports

a. City Manager's Report

Department News

Police Department: Kelsey Briand graduated from Leadership Dickinson County, and Assistant Chief Jason Wilkins graduated from the Heartland Certified Public Manager Program.

Administration: Shayla Mohr graduated from the Municipal Clerk's Certification Institute. Pre-employment physicals and drug testing are now being done in Abilene. The physicals are done through the WorkSteps program, which is supported by our Work Comp carrier. They will pay \$100.00 for each test.

Convention & Visitors Bureau: The 2024 Sunflower Summer program was a success in Abilene. According to Kansas Tourism, the program's impact was evident across participating Abilene attractions: Abilene & Smoky Valley Railroad: 6,731 tickets claimed, with \$114,945 reimbursed; Eisenhower Presidential Library and Museum: 2,831 tickets claimed, generating \$34,395 in reimbursement; and Dickinson County Heritage Center: 1,824 tickets claimed resulting in \$10,176 reimbursed.

Public Works: The 14th Street project has received a Municipal Concrete Award from the Kansas Ready Mix Concrete Association. Again, congratulations to Olsson Engineers and Smoky Hill Construction. The project will be entered into the American Concrete Institute (ACI) Concrete Construction Awards program.

Community wise: Last Thursday, Family Dollar employees brought gift bags filled with chocolate items to city hall. (For reference, leading up to Halloween, when a customer was checking out, they would ask if you'd like to donate towards purchasing candy items for area schools' trunk or treat events.) They recently did this for the City of Abilene employees to show their appreciation. The message in the Christmas card they included said: "Thank you for all you do in our community! We appreciate you! From the community and Family Dollar, Merry Christmas."

10. Adjournment of Regular Meeting

- a. Consider a motion to recess the December 9, 2024, City Commission Meeting.

Motion by Commissioner Miller, seconded by Commissioner Witt, to adjourn the December 9, 2024, City Commission Meeting at 4:47 pm. Roll call vote: Meysenburg YES, Miller YES, Witt YES, Kollhoff YES, Rein YES. The motion carried 5-0.

(Seal)

Brandon Rein, Mayor

ATTEST:

Shayla L. Mohr, CMC
City Clerk



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, December 30, 2024

Session: Regular Meeting

Topic: 2024 Budget Amendment

Department: Finance

Staff Contact: Leann Johnson, Finance Director

Background:

Municipalities are authorized by K.S.A. 79-2929a to amend one or more budgeted funds. The amendment process is the same procedure as with the original budget and must be completed before the end of the budget year.

The City Abilene will hold a Budget Hearing prior to the regular December 30th meeting for Amending the 2024 Budget to increase the Capital Improvement Fund from \$0 to \$400,000. \$400,000 was projected and originally budgeted to be spent in the 2023 Budget, but was coded to the Special Street Fund incorrectly. In order to prevent a cash budget violation the City is proposing the recommended budget amendment to increase the expenditure authority in the CIP Fund.

Attachments:

Ordinance 24-3456
2024 Amended Budget

Recommendation:

Approve Ordinance No. 24-3456 amending the 2024 annual budget for the City of Abilene Kansas in conformation with the cash basis and budgetary laws of the state of Kansas.

Fiscal Note:

Funding Source:

2024

**Amended
Certificate
For Calendar Year 2024**

To the Clerk of Dickinson County, State of Kansas
We, the undersigned, duly elected, qualified, and acting officers of
City of Abilene
certify that: (1) the hearing mentioned in the attached publication was
held;(2) after the Budget Hearing this Budget was duly approved and
adopted as the maximum expenditure for the various funds for the year.

			2024 Amended Budget		
			Amount of 2023 Tax that was Levied	Adopted 2024 Expenditures	Proposed Amended 2024 Expenditures
Table of Contents:		Page No.			
Fund	<u>K.S.A.</u>				
Capital Improvement	12-1,118	2			454,933
Totals		xxxxxxxx	0	0	454,933
Summary of Amendments		3			

Attested date: _____

County Clerk

Assisted by:

Address:

Email:

Governing Body

CPA Summary

City of Abilene

2024

Adopted Budget

Capital Improvement	2024 Adopted Budget	2024 Proposed Budget
Unencumbered Cash Balance January 1	44,571	444,571
Receipts:		
Ad Valorem Tax	0	0
Delinquent Tax	500	500
Motor Vehicle Tax	9,304	9,304
Recreational Vehicle Tax	174	174
16/20M Vehicle Tax	53	53
Commercial Vehicle Tax	274	274
Watercraft Tax	57	57
Interest on Idle Funds		
Total Receipts	10,362	10,362
Resources Available:	54,933	454,933
Expenditures:		
Capital	0	400,000
Cash Forward		54,933
Total Expenditures	0	454,933
Unencumbered Cash Balance December 31	54,933	0

CPA Summary

2024

**Notice of Budget Hearing for Amending the
2024 Budget**

The governing body of

City of Abilene

will meet on the day of December 30, 2024 at 4:00 PM at Abilene Public Library 209 NW 4th, Abilene, KS 67410 for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall 419 N Broadway, Abilene, KS 67410
and will be available at this hearing.

Summary of Amendments

Fund	2024 Adopted Budget			2024 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Capital Improvement	47.357		0	454,933
			0	0
			0	0
			0	0
			0	0
			0	0

Leann Johnson
Official Title: Finance Director

ORDINANCE NO. 24-3456

AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET FOR THE CITY OF ABILENE KANSAS IN CONFORMANCE WITH THE CASH BASIS AND BUDGETARY LAWS OF THE STATE OF KANSAS

WHEREAS, the governing body desires to amend its 2024 Budget in order to comply with the cash basis and budgetary laws of the State of Kansas; and

WHEREAS, in accordance with Kansas law, the City conducted a public hearing at its December 30, 2024, regular meeting to provide interested citizens with an opportunity to be heard concerning the proposed budget amendments; and

WHEREAS, after careful deliberation, the governing body has determined that in order to comply with the cash basis and budgetary laws of the State of Kansas, it will be necessary to amend the 2024 Budget of the City of Abilene, Kansas; SO NOW, THEREFORE,

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

SECTION ONE. Municipal Budget; Amended. The governing body hereby approves amendments to the 2024 Budget for the City of Abilene as prepared on forms prescribed by the State of Kansas and incorporated herein by reference.

SECTION TWO. Implementation. The City manager is authorized and directed to implement and to administer, within the budgetary funding limits and within adopted City policy and relevant State and City laws and regulations, said approved amendments.

SECTION THREE. Appropriation of Funds. The 2024 Budget of the City of Abilene, as hereby amended, shall constitute an appropriation of the money so budgeted, and the City Manager shall be authorized to adjust all salaries, including exempt positions, to pay payrolls and claims, and to make interfund transfers as provided in said Budget of the City of Abilene; provided that all such payments and transfers made shall be deducted from the accounts so appropriated, and the total of payments made by Fund shall not exceed the amount appropriated by Fund.

SECTION FOUR. Certified Budget to County Clerk. The Finance Director shall be directed to submit a certified copy of the 2024 Budget, as hereby amended, to the County Clerk.

SECTION FIVE. Effective Date. This Ordinance shall become effective and in full force from and after its passage, adoption, and publication in the official City newspaper.

APPROVED AND PASSED by the Governing Body of the City of Abilene, Kansas this
30th day of December, 2024.

Brandon Rein, Mayor

ATTEST:

Shayla L. Mohr CMC, City Clerk



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, December 30, 2024

Session: Regular Meeting

Topic: Engineering Services Master Agreement

Department: Administration

Staff Contact: City Manager

Background:

Included in the packet is a draft of the Engineering Services Master Agreement with Olsson.

- 5 year term
- Both parties have the ability to cancel the agreement with 7 day written notice
- Added insurance requirements
- Added cash basis compliance

Recommendation:

Approve the Engineering Services Master Agreement with Olsson.

Fiscal Note:

Funding Source:



MASTER AGREEMENT FOR PROFESSIONAL SERVICES

December 20, 2024

City of Abilene
419 N. Broadway
P.O. Box 510
Abilene, Kansas 67410

Re: **MASTER AGREEMENT FOR PROFESSIONAL SERVICES
ON-CALL ENGINEERING SERVICES (2025-2030)**

It is our understanding that City of Abilene, Kansas ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Master Agreement for Professional Services, Olsson's General Provisions, and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement").

The purpose of the Agreement is to provide the Client and Olsson with an operating agreement covering on-going services provided to Client. Upon request for services from the Client, Olsson will send to the Client a proposed **Work Order** for approval by Client. The Work Order will include the project location, anticipated start and completion dates, project description, compensation, and the Scope of Services. Olsson will commence work on individual projects upon receipt of a signed Work Order. An example of a Work Order is attached for your reference.

Olsson has acquainted itself with the information provided by Client relative to the Master Agreement and based upon such information offers to provide the services described in each Work Order. Client warrants that it is either the legal owner of the property to be improved by each Work Order or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions (and any exhibits attached hereto), which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Master Agreement and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide Client the Scope of Services for Projects as specified in each project Work Order. Olsson shall invoice Client for all services as outlined in each project Work Order. Olsson's services may vary for each project. Olsson shall not commence work on any Work Order without Client's prior approval in writing.

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 SERVICES

Details of the schedule for each project will be outlined in the Work Order.

This MSA will be for 5 years with one year renewal each year after the 5 years.

COMPENSATION

Compensation for each project will be outlined in the Work Order. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of the invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Agreement and the Agreement will represent the entire understanding between Client and Olsson with respect to any project subject to a Work Order. The Agreement may only be modified in writing signed by both parties.

Unless otherwise set forth in writing, Client's designated representative shall be City Manager.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client's designated representative if different from the party signing). Retain a copy for your files and return an executed original to Olsson, via email to mbachamp@olsson.com. 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 Jared E. Loomis
Jared Loomis, PE
Group Leader

By Ronald L. Mersch
Ron Mersch
Chief Operating Officer

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF ABILENE, KANSAS

By _____
Signature

Printed Name _____

Title _____

Dated: _____

Attachments
Work Order (Example)
General Provisions

(Example - Do Not Use - See Master Agreement Work Order)

WORK ORDER

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

GENERAL

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

PROJECT DESCRIPTION AND LOCATION

Project will be located at: _____
Project Description: _____

(Scope of Services, Schedule for Services, and Compensation shall be defined on a case by case basis.)

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 _____.

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

OLSSON, INC.

By _____
Type Name Here (Optional)

By _____
Type Name Here (Optional)

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:

NAME OF CLIENT

By _____
Signature
Print Name _____

Title _____ Dated: _____

Attachments
(If Applicable)

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated December 20, 2024 between the City of Abilene, KS ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the

existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Omitted.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the

contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson,

as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall

grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

5.4. Unless terminated earlier in accordance with this Agreement, the term of this Agreement will conclude five (5) calendar years from its effective date. However, the provisions of this Agreement will continue to apply to any outstanding Work Orders existing at the time of expiration.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Omitted

6.3 Omitted

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information,

recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any

and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same

locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered

Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Kansas. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Kansas.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this

Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, attorneys' fees or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed an amount equal to 200% of the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, breach of fiduciary duties, strict liability, breach of contract

and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement. Notwithstanding the foregoing, the limitation of liability contained in this section shall not apply to injuries, claims, losses, expenses, or damages arising from Olsson's fraud or willful misconduct.

7.15 Insurance Requirements.

7.15.1 Olsson agrees to obtain insurance coverage as specified in Exhibit A, attached hereto, and shall not make any material modification or change from these specifications without the prior approval of the Client. If Olsson subcontracts any of its obligations under this Agreement, Olsson shall require each such subcontractor to obtain insurance coverage as specified in Exhibit A. Failure of Olsson or its subcontractors to comply with these requirements shall not be construed as a waiver of these requirements or provisions and shall not relieve the Olsson of liability.

7.15.2 All insurance policies shall be issued by insurance companies rated no less than A- VII in the most recent "Bests" insurance guide, and admitted in the State of Kansas. Except as otherwise specified in Exhibit A, all such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

7.17 Cash Basis Compliance.

The Client is subject to Kansas budget and cash basis laws, and operates on a calendar fiscal year. In the event that this Agreement involves financial obligations spanning multiple fiscal years for the Client, it is subject to annual appropriation by the Client's governing body for future fiscal years. If the Client's governing body does not appropriate the funds necessary to fulfill the Client's financial obligations pursuant to this Agreement, the Client shall so notify the other parties to this Agreement and this Agreement shall be null and void for purposes of the fiscal year(s) affected by the decision of the governing body not to appropriate.

EXHIBIT A
INSURANCE REQUIREMENTS

Pursuant to Section 7.15 of the Agreement, Olsson shall obtain, pay for, and maintain – and shall require each of its authorized subcontractors to obtain and maintain – for the duration of the Agreement, policies of insurance meeting the following requirements:

1. General Requirements.

A. Additional Insured. With the exception of the workers' compensation and professional liability policies to be obtained by Olsson hereunder, all policies shall name the City of Abilene, Kansas ("City"), its agents, representatives, officers, officials, and employees as additional insured(s). Insurance for the additional insured shall be as broad as the insurance for the named insured, including defense expense coverage, and, with respect to the commercial general liability policy required hereunder, shall be endorsed to apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured(s).

B. Waiver of Subrogation. Where allowed by law, all policies will include a waiver of subrogation in favor of the City, its agents, representatives, officers, officials, and employees.

C. Claims Made Policies. If coverage is written on a claims-made basis for any of the policies required by this Agreement, Olsson must maintain the coverage for a minimum of two (2) years from the date of final completion of all work under the Agreement.

D. Premium and Deductible Expenses. Olsson shall be responsible for all premiums and retention or deductible expense for any and all policies required by this Agreement.

2. Specific Coverage Requirements.

A. Professional Liability – Errors and Omissions. Olsson shall maintain professional liability insurance covering errors and omissions, with limits of not less than \$1,000,000. In the event coverage is provided on a claims-made basis, the professional liability insurance shall be maintained for a period of not less than two (2) years after completion of the Agreement or, in lieu thereof, Olsson shall purchase tail coverage (extended reporting period) under which the City shall be afforded protection.

B. Commercial General Liability ("CGL"). Olsson shall maintain CGL coverage written on ISO Occurrence form CG00 01 or an industry equivalent, which shall cover liability arising from Personal Injury, Bodily Injury, Property Damage, Premises and Operations, Contractual Liability, Independent Contractors and Advertising Injury. The policy limits shall not be less than the following:

- Each occurrence \$1,000,000
- General aggregate \$2,000,000
- Personal and Advertising Liability \$1,000,000

C. Business Automobile Liability ("BAL"). Olsson shall maintain BAL coverage written on ISO form CA 00 01 or an industry equivalent. Coverage shall be applicable to all autos and other vehicles subject to compulsory auto liability laws that are owned, hired, rented or used by Olsson and include automobiles not owned by but used on behalf of Olsson. The BAL policy limits shall not be less than the following:

- Combined single limit \$1,000,000

D. Workers' Compensation/Employer's Liability. Olsson shall maintain workers' compensation and employer's liability coverage with policy limits not less than the following:

- Workers' Compensation (Coverage Part A)
 - Statutory
- Employer's Liability (Coverage Part B)
 - \$100,000 each accident
 - \$500,000 disease – policy limit
 - \$100,000 disease – each employee



Abilene, KS

Check Register

Packet: APPKT00195 - BILLS 121024

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Checking - Gen-AP Checking - General						
1000446	BAYSINGERS POLICE SUPPLY, INC	12/10/2024	Regular	0.00	65.00	901
VEN01086	BRUNNER, CONNIE	12/10/2024	Regular	0.00	970.00	902
1000699	CATLETT AUTOMOTIVE INC	12/10/2024	Regular	0.00	179.62	903
3200	COMMUNITY FOUNDATION OF DICK	12/10/2024	Regular	0.00	400.00	904
VEN01084	COURAGE LEAGUE SPORTS	12/10/2024	Regular	0.00	500.00	905
4244	DK CTY ADMINISTRATION	12/10/2024	Regular	0.00	663.41	906
1000061	DK CTY ROAD & BRIDGE DEPT	12/10/2024	Regular	0.00	6,391.35	907
4320	DK CTY SHERIFF	12/10/2024	Regular	0.00	585.00	908
4340	DK CTY TREASURER	12/10/2024	Regular	0.00	915.76	909
4370	DON'S TIRE & SUPPLY	12/10/2024	Regular	0.00	25.50	910
1000480	EGOV STRATEGIES, LLC	12/10/2024	Regular	0.00	991.45	911
1000388	ESO SOLUTIONS, INC	12/10/2024	Regular	0.00	762.20	912
23159	EVERGY	12/10/2024	Regular	0.00	50,789.04	913
VEN01087	FEENEY, MITCHELL	12/10/2024	Regular	0.00	18.00	914
8020	HACH COMPANY	12/10/2024	Regular	0.00	2,985.34	915
8070	HAMM INC	12/10/2024	Regular	0.00	832.72	916
1000297	HUEN, CHUCK	12/10/2024	Regular	0.00	100.00	917
9090	JERRY MILLER ELECTRONICS	12/10/2024	Regular	0.00	425.00	918
11223	KANSAS ONE-CALL SYSTEM, INC	12/10/2024	Regular	0.00	278.40	919
1350	KAP PHILLIPS CO	12/10/2024	Regular	0.00	90.00	920
1000410	KEATING, TRACY	12/10/2024	Regular	0.00	450.00	921
19770	KS TREASURER	12/10/2024	Regular	0.00	1,048.84	922
12037	LAMPTON WELDING SUPPLY	12/10/2024	Regular	0.00	262.08	923
12120	LEAGUE KS MUNICIPALITIES	12/10/2024	Regular	0.00	3,665.97	924
1000238	LIZARD SKIN ENTERTAINMENT	12/10/2024	Regular	0.00	450.00	925
1000829	LUCINDAS KATERING	12/10/2024	Regular	0.00	2,078.70	926
23110	LUMBER HOUSE TRUE VALUE	12/10/2024	Regular	0.00	48.54	927
13005	M & M TIRE & AUTO	12/10/2024	Regular	0.00	715.57	928
1000774	MARSH, RON	12/10/2024	Regular	0.00	82.53	929
11227	MIDWEST CONCRETE MATERIALS	12/10/2024	Regular	0.00	910.75	930
16021	PACE ANALYTICAL SERVICES	12/10/2024	Regular	0.00	1,904.90	931
16195	PIONEER FARM INC	12/10/2024	Regular	0.00	233.11	932
4394	PVS DX, INC	12/10/2024	Regular	0.00	4,215.01	933
12012	ROASTER JOES, INC	12/10/2024	Regular	0.00	51.66	934
VEN01085	ROE, RUSSELL	12/10/2024	Regular	0.00	250.00	935
19180	SALINA SUPPLY CO	12/10/2024	Regular	0.00	78.00	936
999154	SIMS, BOB	12/10/2024	Regular	0.00	148.51	937
13130	TIMBROOK, KELLEE	12/10/2024	Regular	0.00	346.23	938
1000963	TNEMEC COMPANY INC	12/10/2024	Regular	0.00	389.35	939
20355	TRAILS END CAR WASH	12/10/2024	Regular	0.00	112.00	940
1000851	TRANSUNION RISK & ALTERNATIVE	12/10/2024	Regular	0.00	115.00	941
1000950	VICTORY PYROTECHNICS &	12/10/2024	Regular	0.00	13,136.28	942
5046	VYVE BROADBAND	12/10/2024	Regular	0.00	2,902.75	943
23266	WICHITA WINWATER WORKS CO.	12/10/2024	Regular	0.00	382.20	944

Check Register

Packet: APPKT00195-BILLS 121024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1000835	WUTHNOW HEATING & AIR. LLC	12/10/2024	Regular	0.00	1,797.35	945

Bank Code AP Checking - Gen Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	75	45	0.00	103,743.12
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	75	45	0.00	103,743.12

Fund Summary

Fund	Name	Period	Amount
099	POOLED CASH	12/2024	103,743.12
			<u>103,743.12</u>



Abilene, KS

Check Register

Packet: APPKT00209 - BILLS 121924 LJ

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Checking - Gen-AP Checking - General						
1330	ABILENE RENT-ALL & SALES, INC	12/19/2024	Regular	0.00	325.00	951
VEN01088	ATLAS ELECTRIC LLC	12/19/2024	Regular	0.00	327,820.27	952
1756	AUTOMOTIVE EQUIPMENT, INC	12/19/2024	Regular	0.00	1,038.86	953
999758	BLACKWELL & STRUBLE	12/19/2024	Regular	0.00	1,000.00	954
2380	BOYD EXCAVATING INC	12/19/2024	Regular	0.00	128,686.60	955
1000699	CATLETT AUTOMOTIVE INC	12/19/2024	Regular	0.00	249.14	956
1001069	CIVIC PLUS LLC	12/19/2024	Regular	0.00	7,665.34	957
3300	CLARK, MIZE & LINVILLE CHARTERED	12/19/2024	Regular	0.00	3,136.00	958
3380	CONRAD FIRE EQUIPMENT, INC	12/19/2024	Regular	0.00	2,486.38	959
4370	DON'S TIRE & SUPPLY	12/19/2024	Regular	0.00	35.00	960
7020	GADES SALES CO, INC	12/19/2024	Regular	0.00	33,561.33	961
8070	HAMM INC	12/19/2024	Regular	0.00	2,182.57	962
2383	HOMMAN ELECTRONICS	12/19/2024	Regular	0.00	324.00	963
VEN01055	J & D EQUIPMENT, INC	12/19/2024	Regular	0.00	517.77	964
10080	JOHN DEERE GOVERNMENT &	12/19/2024	Regular	0.00	7,252.00	965
23110	LUMBER HOUSE TRUE VALUE	12/19/2024	Regular	0.00	683.92	966
13150	MCPHERSON CONCRETE PRODUCTS	12/19/2024	Regular	0.00	3,164.96	967
11227	MIDWEST CONCRETE MATERIALS	12/19/2024	Regular	0.00	1,320.00	968
1000435	MUNILOGIC	12/19/2024	Regular	0.00	1,422.00	969
14840	O.C.C.K., INC	12/19/2024	Regular	0.00	6,166.67	970
14845	OCCUPATIONAL PERFORMANCE COF	12/19/2024	Regular	0.00	94.00	971
14860	OLSSON	12/19/2024	Regular	0.00	771.52	972
16021	PACE ANALYTICAL SERVICES	12/19/2024	Regular	0.00	834.10	973
16195	PIONEER FARM INC	12/19/2024	Regular	0.00	189.27	974
3545	PRAIRIELAND PARTNERS, LLC	12/19/2024	Regular	0.00	808.07	975
14170	QUADIENT, INC	12/19/2024	Regular	0.00	138.00	976
1000856	SEASONAL LIGHT DESIGNS	12/19/2024	Regular	0.00	112.33	977
19892	SUPERIOR SANITATION SERVICE	12/19/2024	Regular	0.00	444.00	978
999925	THE WHITE CORPORATION, INC	12/19/2024	Regular	0.00	222.45	979
22014	VISA - UMB ADMINISTRATION	12/19/2024	Regular	0.00	4,235.04	980
22022	VISA - UMB AIRPORT	12/19/2024	Regular	0.00	134.48	981
22019	VISA - UMB COMMUNITY DEVELOP	12/19/2024	Regular	0.00	553.04	982
22015	VISA - UMB FIRE DEPT	12/19/2024	Regular	0.00	1,048.34	983
22010	VISA - UMB PARKS	12/19/2024	Regular	0.00	2,187.19	984
22021	VISA - UMB PUBLIC WORKS	12/19/2024	Regular	0.00	3,450.63	985
1000835	WUTHNOW HEATING & AIR. LLC	12/19/2024	Regular	0.00	94.62	986
1000852	XEROX FINANCIAL SERVICES	12/19/2024	Regular	0.00	294.13	987

Bank Code AP Checking - Gen Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	55	37	0.00	544,649.02
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	55	37	0.00	544,649.02

Fund Summary

Fund	Name	Period	Amount
099	POOLED CASH	12/2024	544,649.02
			544,649.02



Packet: PYPKT00080 - 12/20/2024 PAYROLL
Payroll Set: 01 - Abilene, KS

Pay Period: 12/01/2024 - 12/14/2024

Total Direct Deposits: 109,205.61
Total Check Amounts: 0.00

Males Paid: 63
Females Paid: 28
Unknown Paid: 0
Total Employees: 91

EARNINGS

Pay Code	Units	Pay Amount
AUTO ALLOW	0.00	138.47
BI-LINGUAL	-2.75	-87.18
CALL OUT	182.29	3,719.59
CALL OUT VOLUNTEER	57.00	1,710.00
CELL ALLOWANCE	0.00	276.91
COMMISSION	0.00	1,050.00
COMP TIME USED	33.50	779.09
FITNESS ALLOW	0.00	15.00
FLOATING HL	20.00	522.12
HOURLY	3,845.46	93,332.88
NIGHT SHIFT	364.25	9,876.35
OT	243.25	8,118.74
PART-TIME	142.75	2,055.50
SALARY	589.00	33,443.75
SICK LEAVE	267.00	4,561.84
TRAINING	18.00	336.96
VACATION LEAVE	254.50	4,914.18
Total:	6,014.25	164,764.20

BENEFITS

Pay Code	Units	Pay Amount
COMP EARNED 1.0	2.50	0.00
COMP EARNED 1.5	18.00	0.00
FTC 457	0.00	360.00
IMPACT SPORTS	0.00	172.50
Total:	20.50	532.50

TAXES

Code	Subject To	Employee	Employer
FEDERAL W/H	141,967.99	12,065.22	0.00
MEDICARE	153,627.62	2,227.64	2,227.64
SOCIAL SECURITY	153,627.62	9,524.90	9,524.90
STATE TAXES	152,242.62	7,120.45	0.00
UNEMPLOYMENT	163,714.20	0.00	163.68
Total:	30,938.21	11,916.22	

DEDUCTIONS

Code	Subject To	Employee	Employer
AFLAC PRE-TAX	0.00	593.72	0.00
AFLAC-AFTER TAX	0.00	256.62	0.00
CHILD SUPPORT	0.00	392.25	0.00
DENTAL INSURANCE	0.00	17.54	52.60
EMPOWER KPERS 457 PT	0.00	384.00	100.00
EMPOWER KPERS ROTH	0.00	122.00	100.00
FLEX SPEND MEDICAL	0.00	1,569.53	0.00
FTC 457	0.00	641.00	360.00
GARNISHMENT	0.00	100.00	0.00
HEALTH INS	0.00	8,779.39	26,083.99
HEALTH SAVINGS ACCT	0.00	345.00	150.00
IMPACT SPORTS	0.00	266.37	172.50
KP&F	64,687.74	4,625.16	14,942.86
KP&F OGLI	0.00	98.51	0.00
KPERS OGLI	0.00	170.00	0.00
KPERS TIER 1	38,105.87	2,286.35	3,909.66
KPERS TIER 2	14,682.44	880.94	1,506.43
KPERS TIER 3	41,369.75	2,482.18	4,244.53
LPL FIN. OPEN/ROTH	0.00	175.00	0.00
LPL FINANCIAL 529	0.00	50.00	0.00
POLICE & FIRE INS	0.00	20.92	0.00
VISION CARE DIRECT	0.00	302.50	0.00
VISION SERVICE PLUS	0.00	61.40	0.00
Total:	24,620.38	51,622.57	

RECAP 01 - Abilene, KS

Earnings:	164,764.20	Benefits:	532.50	Deductions:	24,620.38	Taxes:	30,938.21	Net Pay:	109,205.61
-----------	------------	-----------	--------	-------------	-----------	--------	-----------	----------	------------