



ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
February 10, 2025 - 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 February 10, 2025, 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 January 27, 2025, 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. Resume Public Hearing from December 9, 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. – City Inspector Steerman
 - b. Consider approval of Resolution No. 021025-1, A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT 1601 W. FIRST STREET, ABILENE, KANSAS, IS UNSAFE AND DANGEROUS AND DIRECTING THE STRUCTURE TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE. – City Inspector Steerman
 - c. Consider approval of Resolution No. 021025-2, A RESOLUTION AMENDING THE EMPLOYEE POLICIES AND GUIDELINES OF THE CITY OF ABILENE, KANSAS. - City Clerk/HR Director Mohr
 - d. Consider approval of a bid from Mid-America Courtworks for the resurfacing of the Eisenhower Park Basketball Courts and replacement of the basketball goal backboards and rims in the amount of \$32,800.00. – Parks and Recreation Director Timbrook

- e. Approval of Ordinance No. 25-3457, AN ORDINANCE LEVYING A THREE AND ONE-HALF TENTHS OF ONE PERCENT (0.35%) SPECIAL PURPOSE RETAILERS' SALES TAX WITHIN THE CITY OF ABILENE, KANSAS, FOR THE PURPOSE OF FUNDING RECREATION FACILITY IMPROVEMENTS, TO INCLUDE MULTI-PURPOSE FIELDS. – Finance Director Johnson

8. Items for discussion

- a. Consider approving a bid from ATHCO Acquisition Corp. for the purchase and installation of a shade structure for the Abilene Swimming Pool, with a total city responsibility of \$22,733.35. – Parks and Recreation Director Timbrook
- b. Executive Session: I move the City Commission recess into executive session for ____minutes to discuss with legal counsel certain legal issues, rights, and/or obligations arising under the Firefighters Relief Act, 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. 75-7319(b)(2). The open public meeting will resume in this room at _____p.m.

9. Reports

- a. City Manager's Report

10. Recess of Regular Meeting

- a. Consider a motion to recess the February 10, 2025, City Commission Meeting. The study session will begin no sooner than 4:30 pm.



Abilene City Commission Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
January 27, 2025, 4:00 pm.
Abilene, Kansas

1. Call to Order

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

Staff Present: City Manager Marsh, City Clerk Mohr, City Attorney Martin, Parks and Recreation Director Timbrook, Fire Chief Strunk, Community Development Director Zook, Public Works Director Anderson, Convention and Visitors Bureau Director Roller-Weeks, Street Maintenance Worker Sims and Landscape Designer Maas.

3. Pledge of Allegiance

Agenda

4. Approval of the Agenda for the January 27, 2025, City Commission Meeting

Motion by Commissioner Witt, seconded by Commissioner Meysenburg, to approve the agenda, moving item 5b to item 6a and moving public comments to 6b. 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 January 13, 2025, 2024, Regular Meeting

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

6. Public Comments and Communications

a. Catholic Schools Week Proclamation

- b. 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.

Hank Royer thanked the city crews for the snow removal. He encouraged the City Commission to use good sense and do something with the industrial park land.

Elizabeth Weese, Community Foundation of Dickinson County Director, thanked the Public Works and Parks and Recreation Departments for the snow removal and announced they would be having a pizza party to thank them.

Joy Maas, City of Abilene Landscape Designer, expressed her appreciation for City Manager Marsh and her disappointment in the way the Commission meetings have been conducted.

7. Business Items

- a. Consider approval of a Grant Agreement with the Kansas Department of Commerce for infrastructure improvements at the 14th Street Industrial Park.**

Motion by Commissioner Witt, seconded by Commissioner Meysenburg to approve the Grant Agreement with the Kansas Department of Commerce for infrastructure improvements at the 14th Street Industrial Park. Roll call vote: Kollhoff YES, Meysenburg YES, Miller YES, Witt YES, Rein YES. The motion carried 5-0.

- b. Motion by Commissioner Kollhoff, seconded by Commissioner Witt to recess into executive session for ten minutes to discuss with legal counsel the terms and conditions of the City's agreement with Rural Water District No. 2, and negotiation of amendments thereto, based upon the need for consultation with an attorney of the public body which would be deemed privileged in the attorney-client relationship pursuant to K.S.A. 45-7319(b)(2). The open public meeting will resume in this room at 4:40 pm. Roll call vote: Meysenburg YES, Miller YES, Witt YES, Kollhoff YES, Rein YES. The motion carried 5-0.**

The regular meeting resumed at 4:41 pm.

There was no action taken in the executive session.

8. Items for Discussion

There were no items for discussion.

9. Reports

a. City Manager's Report

- The Fire Department has purchased a used brush truck to complement its current one. This will upgrade capabilities in fighting wildland, grass and other types of fires. The fire department's equipment reserve has \$18,000 for such a truck, and Chief Strunk found one for \$14,000.
- The spur on the boot at Little Ike Park has broken off. Staff is looking into getting it fixed.

10. Recess of Regular Meeting

a. Consider a motion to recess January 27, 2025, City Commission Meeting.

Motion by Commissioner Witt, seconded by Commissioner Miller to recess January 27, 2025, City Commission Meeting at 4:42 pm. Roll call vote: Miller YES, Witt YES, Kollhoff YES, Meysenburg YES, Rein YES. The motion carried 5-0. The City Commission Study Session will begin at 4:42 pm.

City Commission Study Session

1. Call to Order – City Commission Study Session

The City Commission Study Session was called to order at 4:42 pm.

2. January 27, 2025, City Commission Study Session Agenda

- a. Personnel Manual Updates
- b. Basketball Courts Resurfacing (Eisenhower Park)
- c. Department of Commerce Grant match funding options

3. Adjournment

- a. Consider a motion to adjourn the January 27, 2025, City Commission Meeting

Motion by Commissioner Witt, seconded by Commissioner Meysenburg, to adjourn the January 27, 2025, City Commission Meeting at 5:39 pm. Roll call vote: Witt YES, Kollhoff YES, Meysenburg YES, Miller 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, February 10, 2025

Session: Regular Meeting

Topic: Consider Resolution 021025-1, fixing a reasonable time for repair or removal of 1601 W 1st

Department: Community Development

Staff Contact: Travis Steerman

Background:

Resolution 081224-1 fixed a time and place to show cause why the structure should be condemned and ordered repaired or demolished. That public hearing was scheduled for Monday, September 23, 2024. A copy of that resolution was sent by certified mail to the owner, lienholder, and first-class letters to all property owners within 200 feet and was published in the Abilene Reflector Chronicle on August 15, 2024, and August 22, 2024.

The public hearing was held on Monday, September 23, 2024, at which time the City Commission passed unanimously to keep the public hearing open and resume it on December 9, 2024, allowing time for a new roof to be completed on the property.

The public hearing continued on Monday, December 9, 2025, at which time the City Commission passed unanimously to keep the public hearing open until Monday, February 10, 2025, with the expectation that all roof work should be completed by this date.

After the public hearing is closed, the governing body may adopt a resolution stating their findings, and if applicable, the resolution shall fix a reasonable time for repair or removal.

Attachments:

Staff Report, including 2024-005 code case, 2023-026 code case, and pictures of dwelling.

Resolution 081224-1

Draft Resolution 021025-1

Recommendation:

It is staff's recommendation to consider Resolution 021025-1 fixing a reasonable time for repair or removal of the structure.

Fiscal Note:

If ultimate enforcement of city to repair or remove the structure is deemed necessary, city staff will publish of Request for Bid (RFB).

Funding Source:

Demolition Nuisance Abatement Budget



TO: City Commission
FROM: Travis Steerman, City Inspector
SUBJ: 1601 W 1st
DATE: Originally prepared July, 22 2024, updated December 4, 2024, and updated February 5, 2025.

ISSUE:

Based on an exterior visual evaluation of the structure at 1601 W 1st (HIGHLAND ADDITION, S20, T13, R02, Block 5, Lot 1-8, Lots 27, 28, INC W 40' VAC Monroe ADJ, LESS R/W.), city inspection staff determined that the structure is dangerous and therefore uninhabitable.

BACKGROUND:

City staff conducted a visual inspection in July 2024 of the dwelling at 1601 W 1st 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.

- Shingle damage and holes through sheathing in roof both north and south roof slopes.
- Back porch roof damaged to danger of collapse
- Fascia and soffit damage in multiple areas.
- Accessory structure shingle damage and holes in sheathing through roof.
- Various small tree growth around the foundation of structure.

Additional Background:

The structure has been vacant prior to 2017. Since my position was hired the official caretaker has been Roger Seymour. Past code violations for this parcel include nuisance and weed violations and inoperable vehicle violations. In 2023 dangerous structure violations were sent to this address. Roger called March 31, 2023, to speak with me about property. Other than typical yard maintenance no work was witnessed on structure.

Early in 2024 another code case for dangerous structure was started for this property. Roger set up a time for a meeting at the property. I discussed that for the dangerous structure proceedings to stop both a building permit and a roof permit will need to be issued. After the meeting Roger took the necessary steps to get both a roof permit and a building permit. Permits (2024-103) were issued May 6, 2024, but no work commenced in 30 days. The roof permit expired August 4, 2024, with no work having commenced.

Resolution 081224-1 was passed on 8/12/2024 by City Commission with a public hearing scheduled for September 23, 2024.

On September 23, 2024, Roger Seymour presented a background of the property to the City Commission and asked to table the proceedings to allow for repairs to be done to the roof of the property. City Commissioners unanimously passed to keep the public hearing open and resume it on December 9, 2024, to allow time for a new roof to be completed.

On the morning of December 4, 2024, City Inspector Steerman visited the site and witnessed work equipment present and evidence of work started. Pictures are enclosed. That afternoon Inspector Steerman was in the area and witnessed Roger Seymour working and spoke with him. Per that conversation, Connie Seymour visited the Community Development office and applied for new permits 2024-355.

On the afternoon of February 4, 2025, City Inspector Steerman visited the site and witnessed work equipment present and evidence of continued progress, but not completion. Pictures are enclosed. It appears approximately 35% of the work is complete, as indicated here in red:



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 reasonable time 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:

- 2024-005 Code case
- 2023-026 Code case
- Pictures of structure and surrounding building.

Photos taken 9/18/2024



Photos taken 9/18/2024



Photos taken 9/18/2024



Photos taken 9/18/2024



Photos taken 9/18/2024



Photos taken 9/18/2024



Photos taken 12/4/2024



Photos taken 12/4/2024



Photos taken 12/4/2024



Photos taken 12/4/2024



Photos taken 12/4/2024



Photos taken 12/4/2024



Photos Taken 2/4/2025 (Back Side)





Photos Taken 2/4/2025 (Front Side)



Photos Taken 2/4/2025 (Front Side)



Photos Taken 2/4/2025 (Shed in Back)



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2024-005

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Extra Services & Fees (check box, add fee as appropriate)

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| ☐ Return Receipt (electronic) | \$ | _____ |
| ☐ Certified Mail Restricted Delivery | \$ | _____ |
| ☐ Adult Signature Required | \$ | _____ |
| ☐ Adult Signature Restricted Delivery | \$ | _____ |

Postage

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Total Postage and Fees

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Sent To

Valley Center Holdings, LLC

Street and Apt. No., or PO Box No.

11021 A Legion Dr N Saint George

City, State, ZIP+4®

Park City, KS 666535

Postmark
Here

2862 5940 2000 0671 8102

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:

Valley Center Holdings, LLC
 11024 A Legion Dr N Saint George
 [REDACTED], KS 66535



9590 9402 7776 2152 9871 19

2. Article Number (Transfer from service label)

7018 1130 0002 0465 2987

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Carrie L.
 [Signature]

- ☒ Agent
☐ Addressee

B. Received by (Printed Name)

[Signature]
 [Signature]

C. Date of Delivery

3/15/24

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
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Insured Mail Restricted Delivery
 (over \$500)



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 #:	2024-005
VALLEY CENTER HOLDINGS, LLC	PROPERTY IN	1601 W 1st St
11024 A LEGION DR N SAINT GEORGE	VIOLATION:	Abilene, KS 67410--
Park City, KS 66535	PARCEL NUMBER:	021-114-20-0-20-04-006.00-0

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 structure located at 1601 W 1st 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 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**



CITY OF ABILENE COMMUNITY DEVELOPMENT DEPARTMENT

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

Vehicle(S) - Chapter 4, Section 503 (Unlawful Possession Of Inoperable Motor Vehicle.)

Except as provided in Sections 4-505, 4-506, and 4-507, it shall be unlawful for any person, partnership, corporation, or their agent either as owner, lessee, tenant or occupant of any lot or land within the city to possess, store or park, or permit to be possessed, stored, or parked thereon, an inoperable vehicle unless it is enclosed in a garage or other building.

REQUIRED CORRECTIVE ACTION: The property owner or agent of the property shall remedy the aforementioned violation(s) as follows: ***Any one of the following conditions shall raise the presumption that a vehicle is inoperable: (a) Absence of an effective registration plate upon such vehicle support. Remove or make operable red crane truck. Truck will need to be made operable and tagged according to city regulations. If you have questions, please call the city inspector.***

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:

A handwritten signature in black ink, appearing to read "Travis Steerman", written over a horizontal line.

**Travis Steerman
City Inspector
785-263-2355**



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 fees, 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.

7020 2450 0001 0423 4507

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Extra Services & Fees (check box, add fee as appropriate)	
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☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Valley Center Holdings, LLC Street and Apt. No., or PO Box No. 2755 E 5th St City, State, ZIP+4® Park City, KS 67147	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ 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.		INSR 2023-026 A. Signature ☒ X Tara Newlin ☒ Agent ☐ Addressee B. Received by (Printed Name) Tara Newlin C. Date of Delivery 3-31-23 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☒ No	
1. Article Addressed to: Valley Center Holdings, LLC 2755 E 5th St Park City, KS 67147			
 9590 9402 6284 0274 8801 17		3. Service Type ☒ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☒ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery over \$500	
2. Article Number (Transfer from service label) 7020 2450 0001 0423 4507			
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	



**CITY OF ABILENE COMMUNITY
DEVELOPMENT DEPARTMENT**
P.O. Box 519 | Abilene, KS 67410 | 785-263-2550

NOTICE OF LOCAL ORDINANCE VIOLATION

March 28, 2023

PROPERTY OWNER:
Valley Center Holdings, LLC
2755 E 5th St
Park City, KS 67147

COMPLAINT ID #: 2023-026
PROPERTY IN VIOLATION: 1601 W 1st St
Abilene, KS 67410--
PARCEL NUMBER: 021-114-20-0-20-04-006.00-0

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 structure located at 1601 W 1st 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 structure. If no plan is received the City of Abilene will proceed with dangerous structure proceedings.***

Vehicle(S) - Chapter 4, Section 503 (Unlawful Possession Of Inoperable Motor Vehicle.)

Except as provided in Sections 4-505, 4-506, and 4-507, it shall be unlawful for any person, partnership, corporation, or their agent either as owner, lessee, tenant or occupant of any lot or land within the city to possess, store or park, or permit to be possessed, stored, or parked thereon, an inoperable vehicle unless it is enclosed in a garage or other building.

REQUIRED CORRECTIVE ACTION: The property owner or agent of the property shall remedy the aforementioned violation(s) as follows: ***Any one of the following conditions shall raise the presumption that a vehicle is inoperable:(a) Absence of an effective registration plate upon such vehicle support. Remove or make operable red dump bed truck and red crane truck. Both trucks will need to be made operable and tagged according to city regulations. If you have questions please call the city inspector.***



**CITY OF ABILENE COMMUNITY
DEVELOPMENT DEPARTMENT**
P.O. Box 519 | Abilene, KS 67410 | 785-263-2550

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 04/07/2023 unless a hearing is required.

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

A handwritten signature in black ink, appearing to read "Travis Steerman", written over a horizontal line.

**Travis Steerman
City Inspector
785-263-2550**

RESOLUTION NUMBER 081224-1

A RESOLUTION FIXING A TIME AND PLACE TO APPEAR TO SHOW CAUSE WHY THE STRUCTURE AT 1601 W 1st ST. 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

1601 W. 1st

LEGAL DESCRIPTION

HIGHLAND ADDITION, S20, T13, R02, BLOCK 5, LOT 1 - 8, LOTS 27, 28, INC W 40' VAC MONROE ADJ, 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, September 23, 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 12th day of August, 2024.

The seal of the City of Abilene, Kansas, is circular. It features a central emblem with a torch and a plow, surrounded by the words "THE CITY OF ABILENE" and "KANSAS". Below the seal, the text "ATTEST" is visible. A signature in blue ink is written over the seal and the word "ATTEST".
Shayla L. Mohr, CMC
City Clerk

A blue ink signature of Brandon Rein is written over a horizontal line.
Brandon Rein, Mayor

RESOLUTION NO. 021025-I

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT 1601 W 1ST ST., ABILENE, KANSAS IS UNSAFE AND DANGEROUS AND DIRECTING THE STRUCTURE TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the building inspector of the City of Abilene, Kansas filed with the Governing Body a statement in writing that the structure, hereinafter described, is unsafe and dangerous.

WHEREAS, the Governing Body did by resolution fix the time and place of a hearing at which any owner, any owner's agent, any lienholders of record and any occupant of such structure could appear and show cause why such structure should not be condemned and ordered repaired or demolished, and did duly publish and serve said resolution in the manner provided by law;

WHEREAS, on September 23, 2024, December 9, 2024, and February 10, 2025, the Governing Body heard all evidence submitted by the property owners, the owner's agents, lienholders of record and occupants having an interest in such structure, as applicable, as well as evidence submitted by the building inspector.

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

Section 1: The Governing Body finds that the structure at the property commonly known as 1601 W 1st St. Abilene, Kansas is unsafe and dangerous and that such conditions endanger the life, health, property or safety of the public or the occupants. The legal description of the subject property is as follows:

Highland addition, S20, T13, R02, Block 5, Lot 18, Lots 27,28, Inc W 40' VAC Monroe Adj, less R/W

Section 2. The Governing Body further finds that the following conditions render the structure unsafe and dangerous:

1. Shingle damage and holes through sheathing in roof both north and south roof slopes.
2. Back porch roof damaged to danger of collapse
3. Fascia and soffit damage in multiple areas.
4. Accessory structure shingle damage and holes in sheathing through roof.
5. Various small tree growth around the foundation of structure.

Section 3: The owner is directed to repair or remove the structure, and to make the premises safe and secure (the "Work"). The Work shall be commenced by February 24, 2025,

and shall be diligently prosecuted so as to allow for substantial completion of all Work no later than March 31, 2025. For purposes of this Resolution, the owner shall be deemed to have commenced the Work only if the owner has: (1) caused application to be made to the City of Abilene for, and obtained, the required permit(s) for the Work; or (2) commenced the physical Work on the premises after providing the building inspector with satisfactory evidence that no permits are required for the proposed Work under applicable law.

Section 4: If the owner fails to commence the Work, or to diligently prosecute the Work until the Work is substantially completed, all within the times stated, the Governing Body will cause the structure to be repaired or razed and removed.

Section 5: The City Clerk shall publish this resolution one (1) time in the official city newspaper and shall mail, by certified mail, copies of the resolution to each owner, agent, lienholder of record and any occupant of the structure within three (3) days after its publication.

Adopted by the Governing Body of the City of Abilene, Kansas and signed by the Mayor this 10th day of February 2025.

CITY OF ABILENE, KANSAS

Brandon Rein, Mayor

ATTEST:

Shayla 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, February 10, 2025

Session: Regular Meeting

Topic: Personnel Manual Changes

Department: Administration

Staff Contact: Shayla Mohr, City Clerk

Background:

We have reviewed the Employee Policies and Guidelines and

1. Section 5: Drug and Alcohol Policy
We are cleaning up the wording. We are working with a new testing facility, Konza Lab and they suggested some rewording of certain sections. The sections are attached, the red highlighted is for deletion and the yellow is changes.
2. Section 10-7, Social Media policy: add following section 10-7, re-number following 2 sections

Employees have the right to use social media personally outside of work. However, to maintain public trust and the City's integrity, employees must adhere to the following:

1. Employees must not imply their personal views represent the City. If discussing City-related matters, they should clarify that opinions are personal.
2. Employees may not share confidential or proprietary City information.
3. Employees must not post content that:
 - Harasses, discriminates, or threatens others.
 - Violates City policies on workplace conduct.
 - Criticizes or disparages the City, its employees, or officials in a way that could harm or inhibit City operations or functions.
 - Contains false information about City policies, operations, or services.
4. Employees should avoid statements or content that could reasonably damage the City's reputation or undermine public confidence.

No provision of this policy shall be construed to prohibit expressions, political beliefs or associations made as a private citizen regarding matters of public concern, unless those expressions substantially disrupt the efficient and effective delivery of public services by the City.

3. Section 11-3 Training-required certifications-add following:

The City may require training reimbursement for specific training required for employees for their job. Reimbursement of training fees may be required if any of the following incidents occur:

1. The employee resigns or is terminated from employment prior to completion of the training program for any reason, including resignation of the employee or termination by the City, with or without cause.
2. The employee does not satisfactorily complete any portion of the program, does not acquire required certifications or withdraws or is expelled from the training program.
3. Within two years of completing the training program, the employee resigns or is terminated by the City, with or without cause.
4. Section 14-1 Holiday Pay Policy – Just cleaning up wording to clarify 8 hours paid:

All full-time employees are eligible for holiday pay. For those days designated as off days or designated holidays, employees shall receive eight hours of holiday pay.

5. Section 17-1: Adding sentence regarding insufficient leave time:

Absence without leave shall be any absence in which the employee has failed to secure prior approval, in the case of illness or emergency, has failed to notify an immediate supervisor of such absence no later than the day such absence begins, or uses leave time when there is not a sufficient balance available for that specific leave.



EMPLOYEE POLICIES AND GUIDELINES

ADOPTED

March 9, 2020

Resolution 030920-1

AMENDMENTS

January 24, 2022

Resolution 012422-1

January 1, 2023

Resolution No. 121222-2

January 1, 2024

Resolution No. 010824-1

WELCOME TO THE CITY OF ABILENE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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SECTION 1: INTRODUCTION

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

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

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

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

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

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

SECTION 2: CHAIN OF COMMAND

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

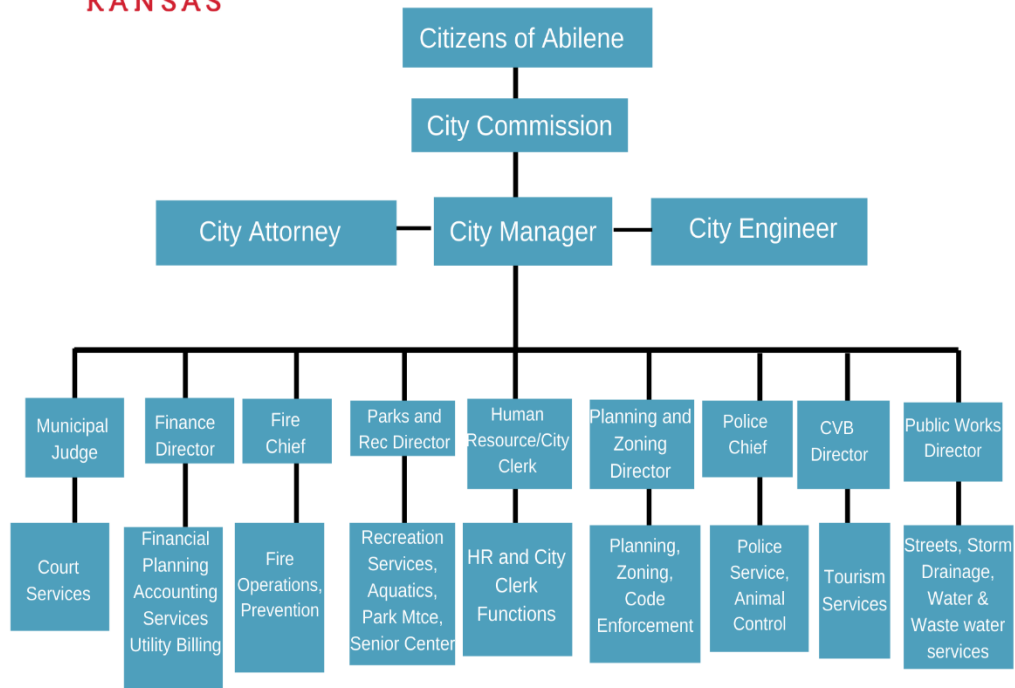
The chain of command is the organizational structure established for the operation and supervision of all departments. In order to avoid confusion, misunderstanding, and oversight, all communications, orders, requests and recommendations must be channeled through this chain. Managers at every level cannot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

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

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



City of Abilene Organizational Chart



2-1 CODE OF ETHICS

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

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

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

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

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

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

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

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

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

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

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

SECTION 3: EQUAL EMPLOYMENT OPPORTUNITY PRACTICES AND PROCEDURES

3-1 EQUAL EMPLOYMENT OPPORTUNITY

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

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

3-2 AMERICANS WITH DISABILITIES

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

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

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

3-3 IMMIGRATION LAW COMPLIANCE

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

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

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

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

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

3-4 OPEN DOOR POLICY

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

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

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

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

4-1 POLICY

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

4-2 HARASSMENT

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

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

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

4-3 SEXUAL HARASSMENT

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

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

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

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

4-4 RETALIATION

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

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

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

4-5 COMPLAINTS OF DISCRIMINATION, HARASSMENT, AND RETALIATION

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

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

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

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

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

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

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

4-6 DISCRIMINATION, HARASSMENT, OR RETALIATION INVESTIGATIONS.

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

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

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

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

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

SECTION 5: DRUG AND ALCOHOL POLICY

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

5-1 VOLUNTARY ADMISSION

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

5-2 DRUG-FREE WORKPLACE ACT OF 1988

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

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

5-3 TESTING

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

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

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

4. Post-Treatment or Rehabilitation. Any employee who has been sent by the City to and/or completed a substance abuse treatment or rehabilitation program will be

subject to random testing for a period of up to one year following the successful completion of the program and return to work. The testing dates will be arranged by the Human Resources Director in consultation with the employee's department.

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

5-4 WHAT WE TEST FOR

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

- a. Alcohol
- b. Barbituates
- c. THC-Marijuana Metabolite
- d. Benzoyllecgonine-Cocaine Metabolite
- e. Benzodiazepines
- f. Amphetamines/Methamphetamines
- g. Methamphetamine Isomers
- h. Methaqualone
- i. Methadone
- j. Extended Opiates (4)
- k. Phencyclidine (PCP)
- l. Propoxyphene

5-5 COLLECTION PROCEDURES

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

immunoassay technology. All confirmed **non-negative** test results are sent to an approved Medical Review Officer (MRO) for further examination, interpretation and explanation.

IF the MRO determines that there is a legitimate medical explanation for the **non-negative** test result and that result is consistent with the lawful use of a drug, then the test result shall be reported to the Human Resources Director as negative. If it is determined that the test result is not consistent with lawful use of a drug, then the test result shall be reported to the Human Resources Director as positive. Employees who have a positive drug test result may, at their own expense, have the same sample tested at a NIDA certified laboratory of their choice.

5-6 PROHIBITED CONDUCT

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

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

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

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

7. Refuse to obtain, or fail to successfully complete, required counseling and rehabilitation after a positive test hereunder.

5-7 EMPLOYEE OBLIGATIONS

Compliance with this policy requires that City employees:

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

5-8 CONSEQUENCES FOR VIOLATIONS

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

Any time off from work taken to obtain counseling and rehabilitation will be charged to sick leave, if applicable and vacation leave. If the employee is eligible for FMLA leave, such time may also qualify for, and will be designated and counted, as FMLA leave. If the employee's applicable paid

leave balances are not sufficient, the time will be leave without pay. If disciplinary action of suspension (without pay) is implemented, the time off will be considered part of that suspension.

5-9 OVER-THE-COUNTER OR PRESCRIPTION MEDICATION

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

5-10 CONFIDENTIALITY OF TEST RESULTS

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

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

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

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

5-12 APPLICABILITY

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

5-13 DEFINITIONS

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

- A. Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or low molecular weight alcohol, including methyl and isopropyl alcohol.
- B. Alcohol Concentration (or Content): The alcohol in volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.
- C. Alcohol Use: The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.
- D. Commercial Motor Vehicle: A motor vehicle which is designed or used to transport passengers or property and which:
 - 1. Has a gross combination weight rating of 26,001 or more pounds, inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
 - 2. Has a gross vehicle weight rating of 26,001 or more pounds; or
 - 3. Is designed to transport 16 or more passengers, including the driver; or
 - 4. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which requires the motor vehicle to be placarded under the Hazardous Materials Regulations (49 C.F.R., part 172, subpart F).
- E. Confirmation Test: i) (for alcohol testing) a second test, following a screening test with a result of 0.02% or greater, that provides a quantitative data of Alcohol Concentration; ii) (for drug testing) a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test. Gas Chromatography/mass spectrometry (GS/MS) is the only authorized confirmation method for drug testing.
- F. Drug: Includes all substances **required by DOT regulations**, as they may be revised from time to time. **For purposes of testing the term drug means marijuana, cocaine, opiates, phencyclidine (PCP) and amphetamines.**
- G. Employee: A person employed in a City of Abilene employment position requiring that person to operate a commercial motor vehicle and hold a commercial driver's license as a condition of employment.

- H. Employee Assistance Program (EAP): A counseling program that offers assessment, short-term counseling and referral services to employees for a wide range of drug, alcohol, and mental health problems and monitors the progress of employees while in treatment.
- I. Medical Review Officer (MRO): The individual who is responsible for receiving laboratory results generated from the City of Abilene's drug testing program under this policy and who is a licensed physician with knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate all positive test results together with an individual's medical history and any other relevant biomedical information.
- J. Safety-Sensitive Function: Any of the following on-duty functions, which involve operation of a commercial motor vehicle:
1. All time waiting to be dispatched, unless the employee has been relieved from duty by the City;
 2. All time inspecting, servicing, or conditioning any commercial motor vehicle;
 3. All time spent at the driving controls of a commercial motor vehicle in operation;
 4. All time, other than driving time spent, in or upon any commercial motor vehicle;
 5. All time loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
 6. All time spent performing the employee requirements associated with an accident, including the following:
 - a. Stopping immediately
 - b. Taking all necessary precaution to prevent further accidents at the scene;
 - c. Rendering all reasonable assistance to injured persons;
 - d. Giving any person demanding the same employee's name and address, the name and address of the City, the state tag and registration number of the vehicle involved, and if requested, exhibiting the employee's operator's license;
 - e. Locating and notifying the custodian of an unattended vehicle that is stricken in the accident; and/or
 - f. Reporting all details of the accident to the employee's supervisor as soon as practicable after its occurrence; and/or

7. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- K. Performing (a safety-sensitive function): Any period during which the employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.
- L. Screening Test (Initial test): i)(for alcohol testing) an analytical procedure to determine whether or not the applicant or employee may have a prohibited concentration of alcohol in his or her system; ii) (for drug testing) an immunoassay test to eliminate “negative” urine specimens for further consideration.
- M. Substance Abuse Professional (SAP): a licensed physician, registered nurse, licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug disorders.

5-14 PROHIBITIONS

A. Alcohol

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

B. Drugs

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

C. Refusal to Submit

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

5-15 TESTING PROCEDURES

A. Alcohol

1. All alcohol testing shall be conducted by a breath alcohol technician (BAT) and shall be done on an evidential breath testing device (EBT).
2. When required to take the test, the employees shall present themselves at a location designated by the City. A Department Director or Supervisor shall accompany the employee to the testing location.

3. The BAT will conduct a screening test, and if the result of the screening test is an alcohol concentration of 0.02% or greater, then a confirmatory test shall be conducted.

B. Drugs

1. A test shall be conducted for the following drugs: Marijuana, cocaine, opiates, amphetamines, and phencyclidines (PCP). All drug testing shall be done by urinalysis. City procedures may also require a saliva/oral fluid test. A drug testing custody and control form shall be used as a permanent record and contains the identifying data on the employee, specimen collection, and transfer process.
2. Employees who are required to take the drug test shall present themselves at a collection site designated by the City for the purpose of providing a specimen of the employee's urine, which shall be subject to the split sample method of collection. A Department Director or Supervisor shall accompany the employee to the testing location.
3. The urine specimen shall be tested by a drug testing laboratory certified under Department of Health and Human Services (DHHS) guidelines. If the initial screening test is positive, then a confirmatory test shall be conducted.
4. An employee whose urine sample has been verified as testing positive for a drug has the option of having the split sample tested at another laboratory within 72 hours of being notified by the MRO. However, action required by this policy as a result of a positive drug test (e.g., requiring removal from performing a safety-sensitive function) is not stayed pending the result of the test of the split specimen. If the second specimen portion produces a negative result or for any reason the second portion is not available, then this test is considered negative, and no further action will be taken against the employee.
5. The City of Abilene shall contract for the service of an MRO who shall be a licensed physician with knowledge of substance abuse disorders.
 - a. The MRO shall review and interpret non-negative test results for any drugs identified.
 - b. The MRO shall interview employees who tested non-negative to verify the laboratory report and review available medical records when a confirmed non-negative test could have resulted from a legally prescribed medication.
 - c. The MRO shall report his or her findings and recommendations to the Human Resources Director.

- C. Notification: Before conducting an alcohol or drug test, the City shall notify the employee that the test is required by this policy.

5-16 TYPES OF TESTING

A. Pre-Employment Testing:

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

B. Post-Accident Testing:

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

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

2. Tests

- a. Alcohol. If an alcohol test required by this section is not administered within two hours following the accident, then the City shall prepare and maintain a record stating the reasons the test was not promptly administered. If a test required by this section is not administered within eight hours following the accident, the City shall cease attempts to administer an alcohol test and shall prepare and maintain the same record. Records shall be submitted to the Federal Highway Administration (FHWA) upon request of the Associate Administrator.
 - b. Drugs. If a drug test required by this section is not administered within 32 hours following the accident, then the City shall cease attempts to administer a drug test and prepare and maintain a record stating the reasons the test was not promptly administered. Records shall be submitted to the FHWA upon request of the Associate Administrator.
 - c. An employee who is subject to post-accident testing shall report all details of the accident to the employee's supervisor as soon as practicable and shall remain readily available for such testing; otherwise, the employee shall be deemed by the City to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.
 - d. The results of a breath or blood test for the use of alcohol or a urine test for the use of drugs, conducted by federal, state, or local officials having independent authority for the test, shall be considered to meet the requirements of this section, provided such tests conform to applicable federal, state or local requirements and that the results of the tests are obtained by the City.
- C. Random Testing. The City shall administer a number of alcohol tests and a number of random drug tests of its employees. The testing agency will provide the Human Resources Director the names of employees randomly selected for testing. The tests shall be unannounced, and the testing date shall be spread reasonably throughout the year. Under this method of testing, each employee has an equal chance of being tested each time selections are made. The number of random alcohol tests conducted annually shall equal at least 10% of employees and the number of random drug tests conducted annually shall equal at least 25% of employees.

All employees selected for random testing shall be escorted by a Department Director or Supervisor to the testing facility for testing.

- D. Reasonable Suspicion Testing. The City requires that employees submit to an alcohol and/or drug test when it has reasonable suspicion to believe an employee has violated the prohibitions of this policy concerning use of alcohol and/or drugs. "Reasonable suspicion" means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of alcohol and/or drugs. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:

1. A pattern of abnormal or erratic behavior;
2. Information provided by a reliable and credible source;
3. Direct observation of drug or alcohol use; and/or
4. Presence of the physical symptoms of drug or alcohol use (e.g. glassy or bloodshot eyes, alcohol odor on breath, odor of drugs on the employee's body or clothes, slurred speech, poor coordination and/or reflexes, etc.)

Whether a drug or alcohol test is warranted shall be determined by the employee's immediate supervisor or other available supervisor, with approval by the appropriate Department Director, and shall be coordinated through the Human Resources Director. A department director or supervisor will escort all employees to the testing facility for testing.

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

E. Return-to-Duty Testing

1. Alcohol

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

functions until the start of the employee's next regularly scheduled duty period, not less than 24 hours following administration of the test.

2. Drugs. After engaging in conduct concerning drugs prohibited by this policy and before an employee returns to duty in a position requiring the performance of a safety-sensitive function, the employee shall undergo a return-to-duty drug test with a result indicating a verified negative result for drug use, provided the employee has not been terminated from the position.
- F. Follow-up Testing. Following a determination by an SAP that an employee is in need of assistance to resolve problems associated with alcohol misuse and/or use of drugs, the employee shall be subject to unannounced follow-up alcohol and/or drug testing, which shall consist of at least six tests in the first 12 months following the employee's return to duty, provided the City has not terminated the employee from the position. Follow-up testing may be conducted for a period up to 60 months from the date the employee returns to duty. Follow-up testing shall be arranged by the Human Resources Director. Follow-up alcohol testing shall be conducted just before the employee is to perform safety-sensitive functions, when the employee is performing safety-sensitive functions, or just after the employee has ceased to perform safety-sensitive functions.

5-17 CONSEQUENCES

A. Performance of Safety-Sensitive Functions

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

B. Corrective Action

1. Alcohol. Any employee found to have blood-alcohol concentration of 0.04% or more shall be subject to corrective action up to and including termination.
2. Drugs. Any employee who tests positive for the presence of illegal drugs shall be subject to corrective action up to and including termination.
3. Employees who violate this policy but have not been terminated and who have successfully completed a rehabilitation program will be required to submit to return-to-duty and follow-up alcohol/drug testing in accordance with the provisions of this policy. After rehabilitation, an employee who again tests positive for the presence of alcohol and/or drugs will be terminated from employment.
4. Employees who tamper with a sample or attempt to deceive the City during the testing process will be terminated.
5. Employees who refuse to sign the consent form and submit to an alcohol and/or drug test when requested to do so will be terminated.

C. Evaluation and Treatment

1. Each employee who has engaged in conduct prohibited by this policy will be advised by the City of the resources available to evaluate and resolve problems associated with the misuse of alcohol and use of controlled substances, including the names, addresses, and telephone numbers of SAPs and counseling and treatment programs. An SAP shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and drug use.
2. Before an employee who has engaged in conduct prohibited by this policy returns to duty requiring the performance of a safety-sensitive function, the employee shall undergo a return-to-duty alcohol or drug test. If the conduct involved alcohol, then the result must indicate an alcohol concentration of less than 0.02%; if the conduct involved drugs, then the result must be verified negative.
3. Each employee identified as needing assistance in resolving problems associated with alcohol misuse or drug use shall be:
 - a. Evaluated by an SAP to determine that the employee has properly followed any rehabilitation program under this policy; and
 - b. Subject to unannounced follow-up alcohol and drug tests administered by the Human Resources Director. The number and frequency of such follow-up testing shall be as directed by the substance abuse professional and consist of at least six tests in the first 12 months following the employee's return to duty.

4. The City may direct the employee to undergo both return-to-duty and follow-up testing for both alcohol and drugs, if the SAP determines that the return-to-duty and follow-up testing for both alcohol and drugs is necessary for the particular employee. Follow-up testing shall not exceed 60 months from the date of the employee's return to duty. The SAP may determine the requirement for follow-up testing at any time after the first six tests have been administered.

5-18 OVER-THE-COUNTER AND PRESCRIPTION MEDICATION

- A. Any employee alleged to have used drugs in violation of this policy shall be afforded the opportunity to prove to the MRO, through clear and convincing evidence, that the employee's use of a drug was as prescribed or directed by a licensed medical practitioner who is familiar with the employee's medical history and assigned employment duties. The MRO shall afford the tested employee the opportunity to discuss a positive, adulterated, substituted, or invalid sample result before reporting the test result to the City;
- B. Employees who take over-the-counter or prescribed medication are responsible for being aware any effect the medication may have on the performance of the employee's duties and must promptly report to the employee's supervisor or Human Resources Director any impairment caused by the use of any medication. The supervisor, upon learning of such impairment, will immediately contact the Human Resources Director to discuss the situation.

5-19 EMPLOYEE ASSISTANCE PROGRAM

- A. The EAP provides counseling and rehabilitation services for all referrals, as well as education and training to employees and family members on the misuse of alcohol and drugs.
- B. Any employee found to be misusing alcohol or using drugs may be referred to the EAP as a condition of continued employment.
- C. The EAP is available to employees seeking assistance without regard to a finding of misuse of alcohol or use of drugs. Employees are strongly encouraged to obtain assistance if the employee believes they may have a drug or alcohol problem; however, once an employee is asked to submit to a test or is found in violation of FHWA regulations or this policy, the employee will not be able to avoid corrective action by voluntarily seeking assistance.

5-20 RELEASE OF INFORMATION

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

1. A request for test results from, or required reporting of test results to, the Secretary of Transportation, Department of Transportation, Federal Motor Carrier Safety Administration, or any state or local officials with regulatory authority over the City of Abilene or its employees;
2. A request for administrative information from the National Transportation Safety Board;
3. A request in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee arising from test results of the employee or a City of Abilene determination that the employee engaged in conduct prohibited by this policy; and/or;
4. Information which is otherwise required by law to be released.

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

SECTION 6: VIOLENCE-FREE AND WEAPONS IN WORKPLACE POLICY

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

6-1 WORKPLACE VIOLENCE PROHIBITED

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

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

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

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

6-2 WEAPONS

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

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

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

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

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

SECTION 7: GENERAL RULES OF SAFETY

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

7-1 WORKPLACE SAFETY

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

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

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

7-2 REPORTING SAFETY ISSUES

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

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

7-3 EMERGENCY PROCEDURES

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

7-4 IN CASE OF FIRE

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

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

7-5 FIRST AID

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

SECTION 8: GENERAL EMPLOYMENT POLICIES

8-1 ABSENTEEISM AND PUNCTUALITY

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

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

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

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

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

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

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

8-2 INCLEMENT WEATHER, DISASTERS AND ADVERSE SITUATIONS

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

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

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

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

8-3 PUBLIC RELATIONS

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

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

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

8-4 MOTIVATION/KNOWLEDGE

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

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

8-5 PHYSICAL FITNESS

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

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

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

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

8-6 CARE AND USE OF EQUIPMENT AND FACILITIES

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

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

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

8-7 DRESS CODE AND UNIFORMS

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

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

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

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

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

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

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

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

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

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

8-8 SECURITY – EMPLOYEE IDENTIFICATION.

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

8-9 USE OF OFFICIAL BADGE OR CREDENTIALS

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

8-10 PERSONAL PROPERTY

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

8-11 CLEANLINESS OF WORK AND PUBLIC AREAS

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

8-12 SMOKING, VAPING AND ELECTRONIC CIGARETTES

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

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

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

8-13 NEPOTISM

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

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

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

8-14 GIFTS AND FAVORS.

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

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

8-15 POLITICAL ACTIVITY.

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

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

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

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

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

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

8-16 MEMBERSHIP ON BOARDS AND COMMISSIONS.

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

8-17 RESIDENCY.

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

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

8-18 OUTSIDE EMPLOYMENT

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

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

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

SECTION 9: CITY VEHICLE POLICY

9-1 VEHICLE USE REQUIREMENTS

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

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

9-2 DRIVER SAFETY REQUIREMENTS

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

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

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

9-3 ACCIDENTS

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

9-4 TRAFFIC AND PARKING INFRACTIONS

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

SECTION 10: INFORMATION SECURITY

10-1 PURPOSE

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

10-2 DEFINITIONS

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

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

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

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

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

Employer: The City of Abilene

Event: Any observable occurrence in a network or system.

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

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

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

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

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

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

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

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

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

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

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

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

Threat: The potential source of an adverse event.

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

10-3 ELECTRONIC DEVICE(S)

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

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

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

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

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

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

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

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

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

10-4 CITY CELL PHONES

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

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

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

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

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

10-5 ELECTRONIC MAIL

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

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

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

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

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

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

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

10-6 SOCIAL MEDIA

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

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

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

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

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

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

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

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

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

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

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

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

Any public records created through the use of social media platforms are subject to State and Local public records laws and records retention requirements. Each City-sponsored social media site must clearly indicate that any articles or other content posted or submitted for posting are subject to public disclosure laws. An original record is created when unique information related to City businesses is posted on social media sites, which are not provided via the City's official website or in another format, and are, therefore, subject to the Public Records Act and records retention requirements. Examples of original records that may be created through use of social media sites include, but are not limited to a. Account information (user names, passwords, etc.); b. Listings of social media site 'friends,' 'followers,' 'fans,' etc.; c. Information posted to social media sites that was not first provided via the City's official website, press release, or other format. All social media content with public records value must be maintained for the minimum required retention period in an easily accessible format that preserves the integrity of the original record to the extent possible. The Social Media Representative should refer to the most recent versions of the Kansas State approved Records Retention Schedules for applicable records retention requirements. In general, the majority of content provided by the City on social media sites must be retained for at least two years. Various methods may be employed to retain public records created on social media sites. Options include: a. Archiving Software/Service: The City may use software or service designed to capture content from social media sites for retention and retrieval; b. E-mail: Updates, comments and account change notifications are sent to a City email account created for this purpose and retained as described in this section; c. Website Capture: Web capture tools may be used to capture snapshots of City's social media sites in their native format, such as the Washington State Digital Archives website capturing program; or d. PDF Format: Staff may convert social media pages to PDF format, and the PDF files saved for retention purposes. This option retains the content and formatting (look and feel) of the original web page. Employees should not include personally identifiable information about themselves or others, such as Social Security Numbers, personal phone numbers, email addresses, or home address via official City social media sites. As a security measure, Social Media Representatives shall not use the same password used in their personal accounts as the City's password. Employees may not post any content involving or related to any of the following: a. Items that are involved in litigation or that could be involved in future litigation; b. Violates copyright license agreements; c. Promotes or advertises any political campaign or ballot measure; d. Can be used for or to promote any illegal activity; e. Promotes or solicits for an outside organization or group unless authorized by the City Manager; f. Defamatory, libelous, combative, offensive, disparaging, demeaning, or threatening materials related to any person or group; or g. Personal, private, sensitive or confidential information of any kind.

10-7 USE OF PERSONAL SOCIAL MEDIA

Employees have the right to use social media personally outside of work. However, to maintain public trust and the City's integrity, employees must adhere to the following:

1. Employees must not imply their personal views represent the City. If discussing City-related matters, they should clarify that opinions are personal.
2. Employees may not share confidential or proprietary City information.

3. Employees must not post content that:

- Harasses, discriminates or threatens others.
- Violates City policies on workplace conduct.
- Criticizes or disparages the City, its employees, or officials in a way that could harm or inhibit City operations or functions.
- Contains false information about City policies, operations, or services.

4. Employees should avoid statements or content that could reasonably damage the City's reputation or undermine public confidence.

No provision of this policy shall be construed to prohibit expressions, political beliefs or associations made as a private citizen regarding matters of public concern, unless those expressions substantially disrupt the efficient and effective delivery of public services by the City.

10-8 INCIDENT REPORTING

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

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

10-9 VIOLATION OF POLICY

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

SECTION 11: RECRUITMENT, SELECTION, TRAINING AND DEVELOPMENT

11-1 QUALIFICATIONS FOR EMPLOYMENT

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

11-2 EMPLOYEE SELECTION AND PROMOTION

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

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

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

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

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

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

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

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

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

11-3 REQUIRED CERTIFICATIONS

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

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

The City may require training reimbursement for specific training required for employees for their job. Reimbursement of training fees may be required if any of the following incidents occur:

1. The employee resigns or is terminated from employment prior to completion of the training program for any reason, including resignation of the employee or termination by the City, with or without cause.
2. The employee does not satisfactorily complete any portion of the program, does not acquire required certifications or withdraws or is expelled from the training program.
3. Within two years of completing the training program, the employee resigns or is terminated by the City, with or without cause.

11-4 ORIENTATION AND TRAINING

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

11-5 PERFORMANCE REVIEWS

Understanding one's strengths and weaknesses is critical to successful job performance. The City is committed to helping employees improve their performance and to identifying those areas in which

employees excel and those areas that may need improvement. Accordingly, supervisors, Department Directors, and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis.

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

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

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

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

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

SECTION 12: EMPLOYMENT STATUS, CLASSIFICATION AND RECORDS

12-1 NATURE OF EMPLOYMENT

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

12-2 EMPLOYMENT CLASSIFICATIONS

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

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

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

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

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

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

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

12-3 PERSONNEL FILES

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

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

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

12-4 REQUESTS FOR PERSONNEL INFORMATION

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

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

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

SECTION 13: COMPENSATION, TIMEKEEPING, HOURS AND PAYROLL

13-1 PAY PLAN ESTABLISHED.

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

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

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

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

13-2 SALARY RANGE NEW EMPLOYEES

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

13-3 MERIT SALARY INCREASE

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

13-4 REGULAR RATE OF PAY

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

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

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

13-5 OVERTIME

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

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

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

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

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

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

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

13-6 WORK PERIODS

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

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

13-7 WORK SCHEDULES AND SHIFT ASSIGNMENTS

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

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

13-8 RECORDING OF TIME

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

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

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

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

13-9 PAY PERIOD AND PAYDAYS

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

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

13-10 PAYROLL DEDUCTIONS

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

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

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

13-11 GARNISHMENTS

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

13-12 PAYROLL DIRECT DEPOSIT

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

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

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

13-13 W-2 FORMS

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

13-14 PAYMENT OF WAGES AT SEPARATION

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

13-15 CALL-OUT PAY

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

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

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

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

13-16 LONGEVITY PAY.

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

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

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

13-17 EMPLOYEE RECOGNITION PROGRAM.

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

13-18 SUGGESTION AWARDS PROGRAM.

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

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

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

A suggestion is not eligible if it:

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

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

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

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

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

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

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

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

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

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

14-1 HOLIDAY PAY POLICY

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

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

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

The City observes the following holidays:

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

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

14-2 VACATION.

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

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

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

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

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

Training/Probation Period; Full-Time Employees. Employees during their initial training period shall be credited with vacation leave for each month of employment but shall not be permitted to use any

vacation credit until they have completed their three month/probation training period. Employees terminated prior to completing their training period shall not be paid for any accrued vacation leave. Police Officers and Firefighters may use vacation after completion of 3 months out of their twelve-month training/probation period.

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

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

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

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

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

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

14-3 SICK LEAVE.

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

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

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

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

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

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

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

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

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

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

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

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

14-4 SHARED LEAVE

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

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

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

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

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

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

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

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

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

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

employee. If the request is denied, a copy will be forwarded to the employee. The request may be denied if the employee has a history of sick leave abuse.

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

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

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

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

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

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

14-5 BEREAVEMENT LEAVE

In the event of the death of an immediate family member, the City will pay an employee his or her regular rate of pay for up to three (3) working days. Whether the leave should be taken in consecutive days is at the Department Director’s discretion based on the circumstances. Leave is normally to be taken within two weeks unless there are circumstances where the services are more than two weeks after the death. If an employee requests time in addition to that which is approved as bereavement leave, additional time may be granted by the employee’s supervisor or manager, which may be charged against any accrued but unused vacation or sick leave, unless the employee elects to take leave without pay. For purposes of Bereavement Leave, an “immediate family member” is defined as the employee’s spouse, child-biological, adopted or step, parents, siblings, grandparents or, any other close relatives or equivalent in-laws. Bereavement leave can be taken a maximum of two times per 12-month period. -

14-6 FAMILY AND MEDICAL LEAVE (FMLA)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14-7 MILITARY LEAVE

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

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

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

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

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

14-8 JURY DUTY AND OTHER CIVIC LEAVE

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

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

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

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

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

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

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

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

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

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

14-9 OTHER LEAVES OF ABSENCE

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

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

SECTION 15: BENEFITS

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

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

15-1 TRAINING/PROBATION PERIOD

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

15-2 FLEXIBLE BENEFIT PLAN

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

15-3 HEALTH INSURANCE PROGRAM

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

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

15-4 WORKERS' COMPENSATION INSURANCE

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

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

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

15-5 SOCIAL SECURITY.

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

15-6 UNEMPLOYMENT COMPENSATION

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

15-7 COBRA – INSURANCE CONTINUATION

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

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

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

Contact the Human Resource Director for complete information and assistance.

15-8 INSURANCE CONTINUATION FOR RETIREES

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

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

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

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

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

The following exceptions shall apply:

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

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

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

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

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

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

15-11 DEFERRED COMPENSATION PLAN.

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

15-12 OPTIONAL GROUP TERM LIFE INSURANCE.

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

15-13 OTHER OPTIONAL INSURANCE COVERAGE.

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

15-14 WELLNESS PROGRAM.

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

15-15 EMPLOYEE ASSISTANCE PROGRAM

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

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

SECTION 16: EMPLOYEE CONDUCT AND DISCIPLINE

16-1 EMPLOYEE CONDUCT

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

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

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

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

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

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

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

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

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

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

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

16-3 AUTHORITY TO DISCIPLINE

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

16-4 DISCIPLINARY PROCEDURES AND TERMINATIONS

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

The following forms of disciplinary action may be taken:

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

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

16-5 INVESTIGATIONS, PROSECUTION AND TERMINATION.

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

SECTION 17: SEPARATION FROM EMPLOYMENT

17-1 ABSENT WITHOUT LEAVE.

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

Absence without leave shall be any absence in which the employee has failed to secure prior approval, in the case of illness or emergency, has failed to notify an immediate supervisor of such absence no later than the day such absence begins, or uses leave time when there is not a sufficient balance available for that specific leave.

17-2 NOTICE OF RESIGNATION OR RETIREMENT

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

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

17-3 REDUCTION IN FORCE OR WORK HOURS.

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

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

17-4 RETIREMENT.

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

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

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

17-5 PAYMENT OF WAGES UPON TERMINATION

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

17-6 RETURN OF CITY PROPERTY UPON TERMINATION

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

17-7 EXIT INTERVIEWS

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

17-8 REINSTATEMENT.

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

SECTION 18: TRAVEL REIMBURSEMENT POLICY

18-1 AUTHORIZATION TO TRAVEL

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

18-2. REIMBURSABLE TRAVEL EXPENSES

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

18-3 TRANSPORTATION.

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

18-4 MEALS AND LODGING

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

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

18-5 CONFERENCE FEES AND BUSINESS-RELATED EXPENSES

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

18-6 EMERGENCY PROTOCOL

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

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

SECTION 19: FAIR LABOR STANDARDS ACT POLICY

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

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

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

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

RESOLUTION NO. 021025-2

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

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

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

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

SECTION TWO. That this Resolution shall be in full force as of February 10, 2025.

PASSED AN APPROVED by the Governing Body of the City of Abilene, Kansas this 10th day of February 2025.

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, January 27, 2025

Session: Regular Meeting

Topic: Eisenhower Basketball Courts

Department: Parks & Recreation

Staff Contact: Kellee Timbrook

Background:

The Abilene Recreation Commission budgeted for the resurfacing of the Eisenhower basketball courts in the 2025 budget, with the option to replace the basketball goals. The courts were last resurfaced in 2012. Over time, the court surfaces have experienced significant wear and tear due to regular use and environmental exposure. The current condition includes cracks, uneven surfaces, water pool areas, and faded markings, which pose safety risks to users and detract from the overall quality of the courts.

Additionally, the current basketball goals have seen wear and tear. In discussions with the Recreation Commission and Mid America Courtworks, we are able to keep our current posts and replace the backboards and rims for a much lower cost.

Recommendation:

Approve the bid with Mid-America Courtworks for resurfacing the Eisenhower Park Basketball Courts as well as, replacing the backboards and rims.

Fiscal Note:

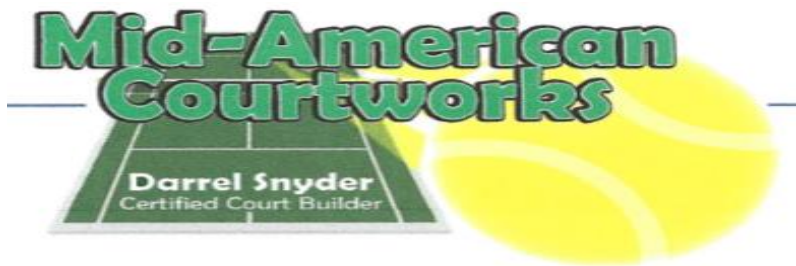
Resurfacing Cost: \$21,800

New Basketball Goal Backboards and Rims: \$11,000

Total Project: \$32,800

Funding Source:

015-158-530260 – Special Projects



Tenniscourtworks.com

MidAmericacts@cox.net

(316) 558-5920

This agreement is on 2-5-25 and between:

Contractor: Mid-American Courtworks

230 N Byron Rd, Wichita KS 67212

Darrel Snyder (Certified Court Builder with ASBA)

And: Owner: Abilene Parks & Rec

Attention: Kellee Timbrook

PROJECT: REPAIR & RESURFACE BASKETBALL COURTS (8000 sq ft)

SCOPE OF WORK: Contractor to provide materials and labor necessary to do the following:

1. Power-wash to clean surface of court and remove any loose surface materials, bubbled areas and debris.
2. Patch or repair any areas that do not drain properly or where the concrete and surface coating is not properly bonded. Several areas may have spalled, where the concrete surface has deteriorated. Remove loose concrete in those areas and patch to restore integrity of surface. (*Note: Repairs to surface using Court Patch Binder, concrete, & sand mix.*)
3. Fill any open cracks and areas where cracks have opened or chipped. Fill water puddles deeper than a nickel. (*Note: No standing water deeper than a nickel as long as surface has positive slope and edges of slab drain properly. Crack repair is not guaranteed, as cracks may reopen soon due to temperature changes.*)
4. Sand (buff off) filled low spots, filled cracks or other repairs to concrete surface.
5. Resurface court with Acrytech or similar color system as follows: (*Visit: ATSports.com*)
6. Application of surfacing materials for basketball. (*Materials applied per manufacturers specifications*)
 - A. Apply one (1) coat of Acrylic Resurfacer mixed with fine sand (35-50 mesh)
 - B. Apply two (2) coats of Acrylic Color(s) mixed with silica sand. (50-100 mesh) (2 or 3 color system)
7. Stripe basketball court per specifications. Lines to be primed with textured line paint, prior to painting. (Two (2) coats of line paint.)

PLEASE FILL OUT BELOW

OPTIONS	DESCRIPTIONS	PRICE	Fill Out Below
Base Price	Scope of work described above.	\$21,800	
Add Cost	Remove and replace old backboards and rims and nets	\$11,000	
	Please add total price here >>>>>>	>>>>>>	\$

GENERAL TERMS AND CONDITIONS

1. One (1) year limited warranty on materials and workmanship. All court repairs and surfacing will be applied according to industry standards. Surfacing materials to be applied when temperatures are 55 degrees or higher for a minimum of 6 hours. There is no warranty on crack repair as cracks and joints will possibly reopen at any time. (Expansion and contraction of the concrete base.)
2. Payment Terms: **50% down.** Full balance due upon completion of the job. All unpaid balances due within 30 days of invoicing. ***Contract price excludes sales tax.***
3. Work scheduled upon receipt of Signed Contract. Time of year and weather can affect schedule. Work may possibly extend into another season or calendar year if weather is not consistently warm enough or other job contracts take priority.
4. This proposal is good for 90 days from the origination date (2-5-25)
5. Portable water and available electricity to be available for Contractors use free of charge.
6. Changes in work to be executed by a signed "change order" form. Agreed upon changes in work is an add or (deduct cost) depending.

SUPPLEMENTAL TERMS AND CONDITIONS

When patching cracks or resurfacing courts with patching, we guarantee the cracks will reappear, and they can reappear within 24 hours, depending upon temperature fluctuations. All work will be guaranteed for labor and materials for a period of one (1) year from the date of substantial completion except for cracking, peeling, bubbling, due to causes beyond contractor's control. Should the materials prove to be defective or the workmanship faulty, the problems will be remedied within a reasonable time from receipt of notice of the problem, determining factors to be weather and crew schedule.

All material is guaranteed to be specified. All work to be finished in a workmanlike manner according to standard practices. Any alteration or deviation from the specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

The payment schedule will be required as follows: **50% Down Payment with invoiced amount due upon completion of contracted work.** Owner shall establish suitable access to the construction site. Potable water will be available within 150 feet of the site.

If this proposal is accepted, please sign, indicating which alternates (if any) are accepted and email it back to midamericacts@cox.net.

THIS PROPOSAL IS OFFERED BY CONTRACTOR	AND	ACCEPTED BY OWNER
Mid-American Courtworks		Owner: Abilene Parks & Rec Attention: Kellee Timbrook
Signature: _____ Date: _____		Signature: _____ Date: _____



Anthem Concrete Coatings

11501 Riverview Avenue | Kansas City, Kansas 66111
9139440853 | jshonamon@anthemconcretecoatings.com |
www.anthemconcretecoatings.com

RECIPIENT:

Kellee Timbrook

1020 NW 8th St
Abilene, KS 67410
Phone: 785-263-7266

SERVICE ADDRESS:

913 Northwest 4th Street
Abilene, Kansas 67410

Quote #670

Sent on Dec 21, 2024

Total \$51,800.00

Product/Service	Description	Total
Sport Court Surfacing - 2 colors, lines for 3 basketball courts	- Grind down all lips/high spots - Clean the surface as needed to prepare for proper adhesion - Repair all cracks/damage - Fill in low spots to bring them up to grade - 2 coats of SportMaster Acrylic Resurfacer will be applied - 2 coats of SportMaster color coating system. 2 colors - one for the playing area and one for the area outside of the playing area - White lines will be measured, masked, primed, and painted for 3 basketball courts This project should take about 1 week The surface is ready for uses 2 days after we finish	\$51,800.00
		Not included
4 New Goals to replace main courts	- Remove and dispose of existing goals - Excavate the surface and soil necessary to pour a concrete base - Pour a concrete base and set the basketball goal - Finish the concrete flush with the existing surface so it is ready to be coated to match This project should take about 1 week	\$21,450.00
		Not included
6 New Goals to replace all of them	- Remove and dispose of existing goals - Excavate the surface and soil necessary to pour a concrete base - Pour a concrete base and set the basketball goal - Finish the concrete flush with the existing surface so it is ready to be coated to match This project should take about 1 week	\$29,850.00



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9139440853 | jshoramom@anthemconcretecoatings.com |

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Anthem Concrete Coatings- Limitations and Exclusions

Anthem Concrete Coatings (ACC) will take all precautions, preventative measures, and exhibit ordinary care necessary to protect all fixtures and adjoining surfaces from damage due to equipment, required materials/products, chemicals, and tools which will be required in order to install the surface, however, Anthem Concrete Coatings cannot take responsibility for any damages due to acts/actions of other trades or the property owner that affect the finished outcome of the surface installed by ACC.

ACC shall not be responsible for earth or ground-fill movement, earthquakes, cracks or heaves in existing sub-surface, reduction of gloss, hydro-static pressure that may present itself at any time in the future, adverse local water conditions, acts of God, negligence on the part of the property owner or acts of others.

There is no warranty, expressed or implied in relation to the reaction and/or coloring of substrate through use/application of acid stains, dyes etc. The condition of the substrate, its profile and overall condition, and/or previous sealer residues that remain in or on the concrete (whether detectable or invisible), as well as other types of marks and/or foreign matter will affect the end/finished appearance of the interior or exterior surface to an indeterminate degree.

It is the sole responsibility of the General Contractor and/or home builder to assure that the concrete substrates which are to serve as the finished floors or exterior surfaces are adequately protected from contamination and/or damage from other contractors/trades. Should such contamination, marks/gouges/marring of the substrate occur due to failure to guard against, all costs associated with the removal, repair, or correction of them will be the sole responsibility of the General Contractor, home builder, or property owner.

The application zone will be marked and/or cordoned off by ACC upon commencement of work in order to deter damage from other trades and/or individual, pets and wildlife that have access to the property. If the surface is damaged by foot traffic on wet/uncured substrate, water sprinklers, domestic or wild animals, or otherwise compromised by acts of others, ACC will not be held responsible for costs incurred in order to be properly addressed and/or repaired.

Delays caused by adverse weather conditions, delays in shipment of necessary materials from materials manufacturers, loss/damage/strikes of freight carriers, or the failure of other trades to complete their necessary work in a timely manner that prevents ACC from undertaking of surface prep and application; ACC will not be subjected to monetary penalties/fines due to circumstances beyond their control that affect the initial estimated completion date.

ACC will not be held responsible for the improper pouring/placing finish work of the slab by independent concrete contractors that will affect the finished decorative surface that is being applied by ACC. It is the sole responsibility of the General Contractor, home builder, or property owner to convey to the concrete contractor the fact that the concrete slab is to serve as the interior floor or exterior surface.

Total

\$51,800.00



Anthem Concrete Coatings

11501 Riverview Avenue | Kansas City, Kansas 66111

9139440853 | jsihnamon@anthemconcretecoatings.com |

www.anthemconcretecoatings.com

Notes Continued...

It is understood that the work to be performed is highly custom and artistic. General Contractor, home builder or property owner agrees not to dispute small color variations or anomalous areas of inconsistency with the final finish if such areas are not prominently visible to the casual observer. It is also understood that variances in surface will be consistent with variances found in natural stone or similar textured surfaces. Minor differences between the sample board and finished product are to be expected. A sample board is prepared on a plywood board in a controlled environment often different than the location of the job site. Products used on the sample board will behave in a similar, but not identical, way to the job surface. If the final finish has a look and feel that is reasonably consistent with approved samples or photos, the final look of the finish surface is not disputable. Verbal understandings and agreement with representatives shall not be binding unless set forth herein.

If hydrostatic pressure should rise at a future time, ACC cannot be held responsible for sealant failure due to hydrostatic pressure.

The flex joint fill material has 85% elongation and will flex to resist cracking in expansion joints and cracks. Even though a garage floor or indoor slab that has sat for a year or more is most likely done settling, the chance still exists of above average slab movement that may cause hairline cracking in the existing expansion joints or cracks. ACC will not be held liable for future cracks that are revealed anytime in the future.

Changes to work: Modification or addition to work covered by this proposal will only be made upon a written change order signed by the General Contractor, home builder or property owner. This includes, but is not limited to: 1) alterations in design, including color choice; 2) changes or corrections to project drawings or specifications; 3) unforeseen work made necessary by poor workmanship or error of other contractors; 4) added work due to subsurface or other unknown physical conditions differing from those indicated in this proposal and/or applicable estimate. Change orders will reflect appropriate adjustments in cost and time of project and become part of the original agreement.

Repairs to damage to surface caused by anyone other than ACC and its representatives, during or after installation, is not covered. If such damage is repairable, charges will be billable via change order and must be paid prior to commencement of repair work. Damage repair may not be possible or cause damage to be more problematic than if left alone; Anthem Concrete Coatings, reserves the right to refuse reparation of such damage

Acknowledgment of "Decorative Concrete Surfaces - Limitations and Exclusions" information

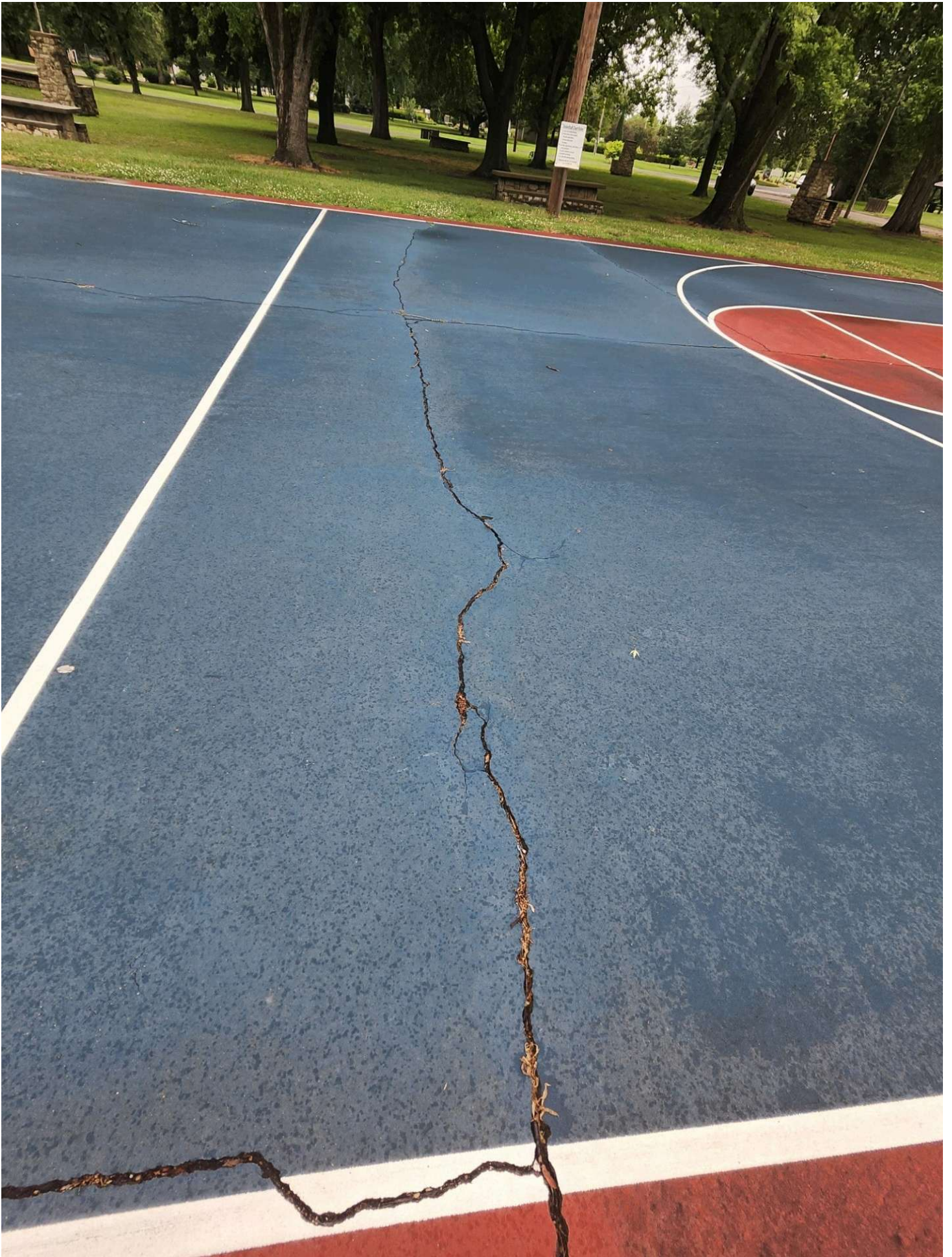
The information on "Decorative Concrete Surfaces - Limitations and Exclusions" is included as part and parcel of this contract. The property owner acknowledges receiving this information at contract signing.

Payment of 50% of total project price is required before job booking and commencement of project (to obtain material & supplies needed) and remaining balance is due at completion.

Any final balance that remains unpaid after two weeks from the submission of final invoice to the customer will be subject to account being forwarded to collections agency unless otherwise agreed upon by customer and Anthem Concrete Coatings.

Signature: _____ Date: _____











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, February 10, 2025

Session: Regular Meeting

Topic: Ordinance 25-3457 Levying 0.35% special retailers' sales tax

Department: Finance

Staff Contact: Finance Director Leann Johnson

Background:

On October 28, 2024, the City adopted Resolution Number 102824-2 submitting to the electors of the City the question of whether a special purpose retailers' sales tax in the amount of three and one-half tenths of one percent (0.35%) ("Sales Tax") be levied in the City of Abilene, Kansas, with revenue from such Sales Tax be used to fund recreation facility improvements, to include multi-purpose fields. The question of the Sales Tax was submitted to the electors of the City at a special question election on February 4, 2025; and at the election a majority of the electors of the City voted in favor of the Sales Tax.

K.S.A. 12-187(e) states that if the proposition is approved at the election, the governing body of the City "shall" levy the tax by ordinance.

Recommendation:

Approve Ordinance 25-3457 levying a three and one-half tenths of one percent (0.35%) special purpose retailers' sales tax within the City of Abilene, Kansas, for the purpose of funding recreation facility improvements, to include multi-purpose fields.

Fiscal Note:

10-year collection of 0.35% special purpose retailers' sales tax beginning July 1, 2025.

Funding Source:

ORDINANCE NUMBER 25-3457

AN ORDINANCE LEVYING A THREE AND ONE-HALF TENTHS OF ONE PERCENT (0.35%) SPECIAL PURPOSE RETAILERS' SALES TAX WITHIN THE CITY OF ABILENE, KANSAS, FOR THE PURPOSE OF FUNDING RECREATION FACILITY IMPROVEMENTS, TO INCLUDE MULTI-PURPOSE FIELDS.

WHEREAS, pursuant to the provisions of K.S.A. 12-187, *et seq.* (the "Act"), the City of Abilene, Kansas (the "City") is a city of the second class authorized to implement a local retailers' sales tax upon all retail sales within the boundaries of the City, except as specifically exempted by such legislation; and

WHEREAS, on October 28, 2024, the Governing Body of the City adopted Resolution Number 102824-2 submitting to the electors of the City the question of whether a special purpose retailers' sales tax in the amount of three and one-half tenths of one percent (0.35%) ("Sales Tax") should be levied in the City of Abilene, Kansas, with revenue from such Sales Tax used to fund recreation facility improvements, to include multi-purpose fields, with the means and methods to accomplish said purpose to be determined in the sole discretion of the Governing Body of the City, with such Sales Tax to take effect July 1, 2025, or as soon thereafter as may be permitted by the Act, and to terminate ten (10) years after the Sales Tax is first collected; and

WHEREAS, the question of imposition of the Sales Tax was submitted to the electors of the City at a special question election on February 4, 2025; and at the election a majority of the electors of the City voted in favor of the Sales Tax; and

WHEREAS, pursuant to the provisions of the Act, and the special question election held on February 4, 2025, the Governing Body deems it necessary and advisable to levy the Sales Tax.

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

Section 1. A three and one-half tenths of one percent (0.35%) special purpose city-wide retailers' sales tax is hereby levied within the City of Abilene, Kansas, with collection of the Sales Tax to commence on July 1, 2025, or as soon thereafter as permitted by the Act, and to expire ten (10) years from the date the Sales Tax is first collected.

Section 2. The City Clerk is authorized and directed to forward a certified copy of this ordinance to the Kansas Director of Taxation pursuant to K.S.A. 12-189 and request the implementation thereof effective on July 1, 2025.

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. 25-3457 Summary

On February 10, 2025, the City Commission passed Ordinance No. 25-3457. The Ordinance levies a three and one-half tenths of one percent (0.35%) special purpose retailers' sales tax within the City of Abilene, with revenue from such tax used to fund recreation facility improvements, to include multi-purpose 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 with such sales tax to take effect July 1, 2025 and terminate ten (10) years after the sales tax is first collected. 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 10th day of February 2025.

Brandon Rein, Mayor

Attest:

Shayla L. Mohr, CMC, City Clerk

The publication summary set forth above is certified this 10th day of February, 2025.

Aaron O. Martin, Legal Counsel



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
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Public Works Director

City Commission Meeting Date: Monday, February 10, 2025

Session: Regular Meeting

Topic: Swimming Pool Shade Structure

Department: Parks & Recreation

Staff Contact: Kellee Timbrook

Background:

This proposal is for the purchase and installation of a new shade structure at the Abilene Swimming Pool. It will be a 16' x 16' Cantilever Single Post structure. The location of the structure will be located in the Northeast deck area to provide more shade for patrons. The department set funds in the 2025 budget for this structure and was granted \$5000 from the Community Foundation of Dickinson County. This is a Greenbush contract as noted on the proposal.

McKee Pools will do the repair to the deck once the structure is complete.

The lead time for this is approximately 8-10 weeks right now and we would like to have this installed by opening day, May 26.

Recommendation:

Approve the Greenbush quote with Athco to purchase and install a new shade structure at the Abilene Swimming Pool.

Fiscal Note:

\$27,733.35

With the \$5000 grant, the department is responsible for \$22,733.35

Funding Source:

015-158-530260 – Special Projects

Quote



ATHCO Acquisition Corp.
13500 W. 108th St.
Lenexa, KS 66215
P: 800-255-1102 F: 913-469-8134
athco@athcollc.com

Date: 9/10/2024
All prices subject to acceptance within 30 days

Prepared by: Jennifer Hawkins

To accept this quote, sign here and return

TO: Kellee Timbrook
Abilene City Pool
Abilene, KS

Payment Terms Net 30 days

Description	QTY	UNIT PRICE	TOTAL
LSI #237675E - 16' Cantilever Single Post Shade with 8' Entrance Height and Rapid Release	1	\$ -	\$ 29,193.00
LSI #CP015889 - Engineering Only Drawings w/ electronic seal	1	\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
*Wet Stamp Drawings - additional \$1,200.00		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -

NOTES: **50% down payment due at time of order; balance to be invoiced upon completion.** Scope of work includes: delivery and offloading of materials, sawcutting pool deck for footer access, digging and pouring concrete footer, labor to install quoted shade structure. Does not include repairs to pool deck.

SUBTOTAL	\$ 29,193.00
INSTALLATION OPTION	Included
FREIGHT	Included
SALES TAX - N/A	N/A
GREENBUSH CONTRACT #24.6 ESC-PLAYGROUND-REC2024	\$ (1,459.65)
Quote Total	\$ 27,733.35

Owner responsible for relocating any utilities at footing locations

Assumes no rock at footing locations. Additional charges for labor and equipment rental will be incurred for removal of rock above or below grade.

Current "Tax Exemption Certificate" required when placing orders for materials only

Proposals with labor (installation/repairs) are subject to sales tax unless a "Project Tax Exemption Certificate" is provided when placing the order

All conditions in this proposal are to be accepted into any subcontract issued by a General Contractor

Thank you!



ABILENE CITY COMMISSION – STUDY SESSION AGENDA

ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET

February 10, 2025 – following the adjournment of the regular meeting

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

1. Call to Order – February 10, 2025, City Commission Study Session
2. February 10, 2025, City Commission Study Session Agenda
 - a. Funding for Department of Commerce Grant (City share) – City Manager Marsh/Dominic Eck, Gilmore & Bell
 - b. Disadvantaged Business Enterprise (DBE) Program for Airport – Finance Director Johnson
 - c. Airport Hangar work order with Olsson – Finance Director Johnson/ Brian Coomes - Olsson
 - d. Storm Siren bids – Assistant Fire Chief Stuck
 - e. NE Drainage Discussion continued – Public Works Director Anderson/Olsson Engineering
 - f. Specials on Cedar Ridge lots transferred to Land Bank discussion – City Manager Marsh
3. Consider a motion to adjourn the February 10, 2025, City Commission Meeting.

Future Meeting Reminders

*City Commission Regular Meeting, February 24, 2025, at 4 pm.

*City Commission Study Session, February 24, 2025 - following the adjournment of the regular meeting, will not start before 4:30 pm.

*City Commission Regular Meeting, March 10, 2025, at 4 pm.

*City Commission Study Session, March 10, 2025 – following the adjournment of the regular meeting, will not start before 4:30 pm.



City Commission

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Vice-Mayor

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City Commission Meeting Date: Monday, February 10, 2025

Session: Study Session

Topic: Department of Commerce Grant Match Funding Options

Department: Finance/Community Development

Staff Contact: City Manager/Community Development Director

Background:

Dominic Eck with Gilmore & Bell will be present on Zoom to continue the discussion on funding options and provide thoughts on a TIF District.

Community Development Director Kari Zook and I met with Dominic Eck of Gilmore and Bell to discuss funding options for the \$750,000 city match required in the Department of Commerce grant.

Option 1: Create a benefit district where all property owners will have to be in agreeance and sign the petition. All property owners will be responsible for not less than 5% of the cost of the assessed improvements; creating special assessments on the properties.

Option 2: CIP (Capital Improvement Plan) Program. The city has a charter ordinance (No. 28) in place that allows the municipality to bond any projects listed in the CIP.

This option will allow the city to fund the infrastructure via a GO (General Obligation) bond, not assessing specials to the future property owners, creating an enticement for future development.

Temporary financing is allowable for up to four years, with the interest added to the permanent bond at the end of construction. The city can budget annual funds to pay the interest/cost of the project during the temporary financing term, so less would be financed in the permanent bond.

An additional point to consider: Since KDOT has agreed to combine both the 2025 and 2026 CCLIP surface preservation projects, it would be beneficial for the city to roll both the Buckeye 2026 CCLIP project with this Industrial Park Infrastructure project in the same GO bond process. The combined CCLIP projects total \$1.9M with \$800K reimbursable. This option provides the most efficient and accessible borrowing power for the city.

Bond Counsel was asked to look into Tax Increment Financing (TIF) and whether the city met the conditions required by the state to pursue a TIF.



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City Commission Meeting Date: Monday, February 10, 2025

Session: Study Session

Topic: DBE Program for Airport K78

Department: Finance

Staff Contact: Finance Director Leann Johnson

Background:

Disadvantaged Business Enterprise (DBE) programs are required for FAA-funded projects. These regulations recently changed, which means we need an updated program for the T-hangar project.

Olsson Engineering, Diane Hofer, PE, drafted an updated DBE Program that complies with the new regulations which was reviewed by the City's attorney. We were required to post the Public Notice on the City's website for 30 days. No comments were received. Now it needs to be voted on and approved by the City Commission. The signed document will then need to be returned for submittal to the FAA.

Attachment:
DBE Program

Recommendation:

Approve the DBE Program for the City of Abilene's Municipal Airport K78 and authorize the City Manager to sign the Policy Statement.

Fiscal Note:

None

Funding Source:

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
Abilene Municipal Airport
Abilene, Kansas

POLICY STATEMENT

Section 26.1, 26.23. Objectives/Policy Statement

City of Abilene ("Recipient") owner of Abilene Municipal Airport has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. Recipient has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, Recipient has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

It is the policy of the Recipient to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also Recipient's policy to engage in the following actions on a continuing basis:

1. Ensure nondiscrimination in the award and administration of DOT- assisted contracts.
2. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law.
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs.
5. Help remove barriers to the participation of DBEs in DOT assisted contracts.
6. Promote the use of DBEs in all types of federally assisted contracts and procurement activities.
7. Assist the development of firms that can compete successfully in the marketplace outside the DBE Program,
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The City Manager has been delegated as the DBE Liaison Officer (DBELO). In that capacity, the DBELO is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Recipient in its financial assistance agreements with the Department of Transportation.

Recipient has disseminated this policy statement to the city officials and all of the components of our organization. This statement will be distributed to DBE and non-DBE business communities that may perform work on Recipient's DOT-assisted contracts, upon request. The distribution was accomplished by discussion during the governing board's meetings

City Manager

Date

GENERAL REQUIREMENTS

Section 26.1. Objectives

The objectives are elaborated in the policy statement on the first page of this program.

Section 26.3. Applicability

Recipient is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, et seq.

Section 26.5. Definitions

Recipient will use terms in this program that have their meanings defined in Part 26, § 26.5.

Section 26.7. Non-discrimination Requirements

Recipient will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, Recipient will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11. Data Collection and Reporting Requirements

Reporting to DOT

Recipient will provide data about its DBE Program to the Department as directed by DOT and its operating administrations. DBE participation will be reported to the Federal Aviation Administration (FAA) as follows:

Recipient will transmit to FAA annually, by or before December 1, the information required for the "Uniform Report of DBE Awards or Commitments and Payments", as described in Part 26. Recipient will similarly report the required information about participating DBE firms. All reporting for this purpose will be done through the FAA's designated reporting system.

Bidders List

Recipient will collect bidders list information as described in § 26.11(c)(2) and enter it into the system designated by DOT. The purpose of the bidders list is to compile as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our federally assisted contracts for use in helping you set your overall goals, and to provide the Department with data for evaluating the extent to which the objectives of § 26.1 are being achieved.

Recipient will obtain the following bidders list information about all DBE and non-DBEs who bid as prime contractors and subcontractors on each of our federally assisted contracts:

- Firm name
- Firm address including zip code
- Firm's status as a DBE or non-DBE
- Race and gender information for the firm's majority owner
- NAICS code applicable to each scope of work the firm sought to perform in its bid
- Age of the firm
- Annual gross receipts of the firm. The gross receipts can be obtained by asking each firm to indicate into what gross receipts bracket they fit (e.g. less than \$1 million, \$1-3 million, \$3-6 million, \$6-10 million, etc.) rather than requesting an exact figure from the firm.

Recipient will collect the data from all bidders for our federally assisted contracts by requiring the information in paragraph (c)(2) of this section to be submitted with their bids or initial responses to negotiated procurements.

Recipient will enter this data in the Department's designated system no later than December 1 following the fiscal year in which the relevant contract was awarded.

In the case of a "design-build" contracting situation where subcontracts will be solicited throughout the contract period as defined in a DBE Performance Plan pursuant to § 26.53(e), Recipient will enter the data no later than December 1 following the fiscal year in which the design-build contractor awards the relevant subcontract(s).

Recipient will maintain records documenting a firm's compliance with the requirements of this part. Other related records will be retained for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the financial assistance agreement, whichever is longer.

Section 26.13. Assurances Recipients and Contractors Must Make

Recipient has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: Each financial assistance agreement Recipient signs with a DOT operating administration (or a primary recipient) will include the following assurance:

The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Contract Assurance: Recipient will ensure that the following clause is included in each DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor):

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments.
- 2) Assessing sanctions.
- 3) Liquidated damages.
- 4) Disqualifying the contractor from future bidding as non-responsible.

ADMINISTRATIVE REQUIREMENTS

Section 26.21. DBE Program Updates

Recipient is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year.

Recipient is not eligible to receive DOT financial assistance unless DOT has approved this DBE program and Recipient is in compliance with it and Part 26. Recipient will continue to carry out this program until all

funds from DOT financial assistance have been expended. Recipient does not have to submit regular updates of the DBE program document, as long as it remains in compliance. However, significant changes in the program, including those required by regulatory updates, will be submitted to the relevant operating administration for approval.

Section 26.23. Policy Statement

The Policy Statement is elaborated on the first page of this DBE Program.

Section 26.25. DBE Liaison Officer (DBELO)

The following individual has been designated as the DBE Liaison Officer for Recipient:

City Manager
419 N. Broadway
Abilene, KS 67410
785-263-2550
ron@abilenecityhall.com

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the Recipient complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the city manager concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is included in Attachment 2 to this program.

The DBELO is responsible for developing, implementing, and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has no staff and assistance from their consultant engineer, to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
5. Analyzes Recipient's progress toward attainment and identifies ways to improve progress.
6. Participates in pre-bid meetings.
7. Advises the governing body on DBE matters and achievement.
8. Determines contractor compliance with good faith efforts.

Section 26.2. DBE Financial Institutions

It is the policy of Recipient to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. Availability of such institutions will be investigated on an annual basis.

The following efforts have been made to identify and use such institutions:

1. Investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community.
2. Obtain information on the availability of such institutions from the Minority Bank Deposit Program at <https://fiscal.treasury.gov/mbdp/participants.html>. No institutions have been identified on that website.

Section 26.29. Prompt Payment Mechanisms

Recipient requires that all subcontractors performing work on DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law. Prompt payment and return of retainage requirements also apply to lower-tier subcontractors. In accordance with 49 CFR § 26.29, the Recipient established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor's receipt of each payment from the Recipient.

Recipient ensures prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Pursuant to § 26.29, Recipient has selected the following method to comply with this requirement:

Recipient will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after Recipient payment to the prime contractor.

For every airport construction project funded under Federal grant assistance programs, Recipient includes the applicable clause from FAA Advisory Circular 150/5370-10 (Section 90-06) pertaining to the selected retainage method. The applicable clause will be included verbatim. However, if state or local prompt payment laws provide for payment in less than 30 days, any reference to "30 days" will be revised accordingly.

Prompt Payment Monitoring for DBEs and Non-DBEs

Recipient clearly understands and acknowledges that reliance on complaints or notifications from subcontractors about a contractor's failure to comply with prompt payment and retainage requirements is not a sufficient monitoring and oversight mechanism. Therefore, Recipient undertakes proactive monitoring and oversight of prime contractors' compliance with subcontractor prompt payment and return of retainage requirements of 49 CFR Part 26. Such monitoring activities will be accomplished through the following method(s):

- Informing prime contractors and subcontractors regarding the prompt payment requirement at the preconstruction conference and progress meetings.
- Providing information to subcontractors when requested that a payment has been made to a prime contractor to alert them to the start of the 30-day clock for payment

Recipient requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the Recipient's financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of Recipient or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

- Recipient proactively reviews contract payments to DBE subcontractors at the completion of the project. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to Recipient by the prime contractor.

Prompt Payment Dispute Resolution

Recipient will take the following steps to resolve disputes as to whether timely prompt payment and retainage releases are being made as required by § 26.29.

- Recipient will meet in-person or via a teleconference with the parties involved in the dispute. The resident project representative and/or the project manager will be included in this meeting, if appropriate. Any meeting for the purpose of dispute resolution should include individuals

authorized to bind each interested party, including Recipient representative with authority to take any necessary enforcement action.

Recipient has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage:

- A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed. The following contract clauses will be included in the

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors. (Reference: Federal Contract Provisions for Construction and Equipment Contracts)

- The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed. (Reference General Provisions, Section 90-06)

Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure.

- If affected subcontractor is not comfortable contracting prime directly regarding payment or unable to resolve payment discrepancies with prime, subcontractor should contact the DBELO to initiate complaint.
- If filing a prompt payment complaint with the DBELO does not result in timely and meaningful action by Recipient to resolve prompt payment disputes, affected subcontractor may contact the responsible FAA contact.
- Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

Enforcement Actions for Noncompliance of Participants

Recipient provides appropriate means to enforce the requirements of § 26.29. These means include:

- Advise subcontractors of the availability of the payment and performance bond to assure payment for labor and materials in the execution of the work provided for in the contract

Recipient will actively implement the enforcement actions detailed above.

Section 26.31. Directory of Certified Firms

Recipient is a non-certifying member of the Kansas Unified Certification Program (UCP). The UCP maintains a directory identifying all firms eligible to participate as DBEs and/or ACDBEs, and it contains all the elements required by §26.31. The directory lists all firms eligible to participate as a DBE and/or

ACDBE in the program. In the listing for each firm, the UCP directory includes the following details about the firm:

- Business address
- Business phone number
- Firm website(s)
- The types of work that the firm has been certified to perform as a DBE and/or ACDBE.
- The type of work a DBE and/or ACDBE is eligible to perform is listed by using the most specific NAICS code available to describe each type of work the firm performs. Pursuant to § 26.81(n)(1) and (3), the UCP directory allows for NAICS codes to be supplemented with specific descriptions of the type(s) of work the firm performs.
- The UCP directory may include additional data fields of other items readily verifiable in State or locally maintained databases, such as State licenses held, Pre-qualifications, and Bonding capacity.
- The UCP directory is an online system that permits the public to search and/or filter for DBEs by:
 1. Physical location
 2. NAICS code(s)
 3. Work descriptions
 4. All additional data fields of readily verifiable optional information described above.

The directory includes a prominently displayed disclaimer that states the information within the directory is not a guarantee of the DBE's capacity and ability to perform work.

Section 26.33 Over-concentration

Recipient has not identified that over-concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development and Mentor-Protégé Programs

Recipient has not established a Business Development Program or a Mentor-Protégé Program as described by 49 CFR Part 26.

Section 26.37. Monitoring Responsibilities

Recipient implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants, and describes and sets forth these mechanisms in this DBE program.

Recipient actively monitors attainment toward overall goals by maintaining running tally that provides for a comparison of cumulative DBE awards/commitments to DOT-assisted prime contract awards to determine whether our implementation of contract goals is projected to be sufficient to meet the annual goal. The running tally for overall goal monitoring will be maintained by the DBELO in a spreadsheet and updated following each contract award and each project completion. This mechanism to maintain a running tally of overall goal attainment will be used to inform Recipient's decisions to implement goals on contracts to be advertised, according to our established contract goal-setting process.

Recipient actively monitors participation with respect to each DBE commitment by using a running tally that provides for a comparison of payments made to each listed DBE. The tally for contract goal monitoring will be maintained by the DBELO in a spreadsheet and updated following each contract award and each project completion. These contract-specific running tallies will be used to determine whether the contractor has met its DBE commitment and whether any projected shortfall exists that requires the prime contractor's good faith efforts to address to meet the contract goal pursuant to § 26.53(g).

Monitoring Contracts and Work Sites

Recipient reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed, and such work is counted according to the requirements of § 26.55. Work site monitoring for counting and commercially useful function review is

performed by the DBELO. The monitoring of work sites to assess commercially useful functions will include observations and photographic documentation of people and equipment performing the work.

Contracting records are reviewed by the DBELO. Recipient will require prime contractors to provide copies of subcontracts for review, upon request. Reviews of contracting records will include verifying mandatory contract language is included in prime and subcontracts, verifying prohibited terms and conditions are not present, and to confirm the type and amount of work described in a subcontract aligns with representations made by the prime and subcontractor in any related letters of intent. Recipient will maintain records that contracting records have been reviewed and work sites have been monitored to ensure the counting of each DBE's participation is consistent with its function on the contract.

Section 26.39. Fostering Small Business Participation

Recipient has not created a Small Business element to structure contracting requirements to facilitate competition by small business concerns.

GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43. Set-asides or Quotas

Recipient does not use quotas or race-conscious set-asides in any way in the administration of this DBE program.

Section 26.45. Overall Goals

Recipient will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding DOT-funded prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any one or more of the reporting fiscal years within the three-year goal period. In accordance with §26.45(f), Recipient will submit its Overall Three-year DBE Goal to FAA by August 1st of the year in which the goal is due, as required by the schedule established by FAA.

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If Recipient does not anticipate awarding prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any of the years within the three-year reporting period, an overall goal will not be developed. However, this DBE Program will remain in effect and Recipient will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

Step 1. The first step is to determine a base figure for the relative availability of DBEs in the market area. Recipient will use the DBE Directory information and Census Bureau Data. Recipient understands that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.

Step 2. The second step is to adjust, if necessary, the "base figure" percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments may be made based on past participation, information from a disparity study (to the extent it is not already accounted for in the base goal), and/or information about barriers to entry to past competitiveness of DBEs on contracts. Recipient will examine all of the evidence available in its jurisdiction to determine what adjustment, if any, is needed. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

Any methodology selected will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in the Recipient market.

In establishing the overall goal, Recipient will provide for consultation and publication. This includes consultation with the Kansas Department of Transportation to obtain information concerning the availability minority, women's and general contractor groups, community organizations, and other officials

or organizations, which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses and the effects of discrimination on opportunities for DBEs. The consultation will occur before Recipient is required to submit the goal methodology to the operating administration for review pursuant to §26.45(f). The goal submission will document the consultation process in which Recipient engaged. Notwithstanding paragraph (f)(4) of §26.45, the proposed goal will not be implemented until this requirement is met.

In addition to the consultation described above, Recipient will publish a notice announcing the proposed overall goal before submission to the FAA on August 1st. The notice will be posted on Recipient's official internet web site and may be posted in other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by FAA, the revised goal will be posted on Recipient's official internet web site.

The Overall Three-Year DBE Goal submission to FAA will include any information and comments received, who provided the comment, and how Recipient considered and responded to any comments and information received before finalizing the goal.

Recipient will begin using the overall goal on October 1 of the relevant period, unless other instructions from FAA have been received.

Project Goals

If permitted or required by the FAA, an overall goal may be expressed as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal, and it must meet all the substantive and procedural requirements pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal will include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which the regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

Prior Operating Administration Concurrence

Recipient understands that prior FAA concurrence with the overall goal is not required. However, if the FAA review suggests that the overall goal has not been correctly calculated or that the method employed by Recipient for calculating goals is inadequate, FAA may, after consulting with Recipient, adjust the overall goal or require that the goal be adjusted by Recipient. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to § 26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 5 to this program.

Section 26.47. Failure to meet overall goals

Recipient cannot be penalized or treated by the Department as being in noncompliance with Part 26, because DBE participation falls short of an overall goal, unless Recipient fails to administer its DBE program in good faith.

Recipient understands that to be considered to be in compliance with this part, an approved DBE Program and overall DBE goal, if applicable, must be maintained, and this DBE Program must be administered in good faith.

Recipient understands that if the awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the following actions must be taken in order to be regarded by the Department as implementing this DBE Program in good faith:

- (1) Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year.
- (2) Establish specific steps and milestones to correct the problems identified in the analysis to enable the goal for the new fiscal year to be fully met.
- (3) Recipient will prepare the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. We will retain copy of analysis and corrective actions in records for a minimum of three years and will make it available to FAA upon request.

Section 26.49. How are overall goals established for transit vehicle manufacturers?

Not Applicable.

Section 26.51. Means Recipients Use to Meet Overall Goals

Breakout of Estimated Race-Neutral & Race-Conscious Participation

Recipient will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs.
2. Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors).
3. Ensuring distribution of the DBE directory, through electronic means, to the widest feasible universe of potential prime contractors.
4. Providing information on certification procedures, subcontracting, and bonding requirements.

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 5 to this program.

Contract Goals

If the approved projection under paragraph (c) of §26.51 estimates that the entire overall goal for a given year can be met through race-neutral means, contract goals will not be set during that year, unless the use of contract goals becomes necessary in order meet the overall goal.

Contract goals will be established only on those DOT-assisted contracts that have subcontracting possibilities. A contract goal need not be established on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

Contract goals will be expressed as a percentage of the total amount of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures in Situations where there are Contract Goals

Demonstration of good faith efforts (pre-award)

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeror that has made good faith efforts to meet the contract goal. The bidder/offeror can demonstrate that it has made good faith efforts by either meeting the contract goal or documenting that it has made adequate good faith efforts to do so. Examples of good faith efforts are found in Appendix A to Part 26.

The DBELO is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsible.

Recipient will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing to the performance of the contract by the bidder/offeror.

In all solicitations for DOT-assisted contracts for which a contract goal has been established, the following information will be required of every bidder/offeror:

- (1) Award of the contract will be conditioned on meeting the requirements of this section.
- (2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:
 - a. The names and addresses of DBE firms that will participate in the contract.
 - b. A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract.
 - c. The dollar amount of the participation of each DBE firm participating.
 - d. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal
 - e. 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. Each DBE listed to perform work as a regular dealer or distributor must confirm its participation according to the requirements of § 26.53 (c)(1).
 - f. If the contract goal is not met, evidence of good faith efforts (as elaborated in Appendix A of 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.
- (3) The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section no later than 2 days after bid opening as a matter of responsibility.

Provided that, in a negotiated procurement, such as a procurement for professional services, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (b)(2) of this section before the final selection for the contract is made by Recipient. This paragraph (b)(3)(ii) does not apply to a design-build procurement, which must follow the provisions in paragraph (e) of 49 CFR § 26.53.

For each DBE listed as a regular dealer or distributor Recipient will make a preliminary counting determination to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in §§ 26.55(e)(2)(iv)(A), (B), (C), and (3) under the contract at issue. The preliminary determination will be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. Where the DBE supplier does not affirm that its participation will meet the specific requirements of either a regular dealer or distributor, Recipient will make appropriate adjustments in counting such participation toward the bidder's good faith efforts to meet the contract goal. The bidder is responsible for verifying that the information provided by the DBE supplier is consistent with the counting of such participation toward the contract goal.

In a design-build contracting situation, in which Recipient solicits proposals to design and build a project with minimal project details at time of letting, Recipient may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal.

The OEPP replaces the requirement to provide the information required in paragraph (b) of § 26.53(b). To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amounts) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, Recipient will provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. Recipient and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, e.g., replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

Recipient will apply the requirements of this section to DBE bidders/offerors for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, Recipient will count the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

Administrative Reconsideration of Good Faith Efforts determinations

Within 2 days of being informed by Recipient that it is not responsible because it has not documented adequate good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official: Mayor, City of Abilene, 419 N. Broadway, Abilene, KS 67410, Phone 785-263-2550. The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether the goal was met or the bidder/offeror made adequate good faith efforts to do so. The bidder/offeror will be sent a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts procedural requirements (post-solicitation/award)

Recipient will include in each prime contract the contract clause required by § 26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section that Recipient deems appropriate if the prime contractor fails to comply with the requirements of this section.

Recipient will require the awarded contractor to make available upon request a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials include all required contract provisions and mandate that the subcontractor and all lower tier subcontractors perform in accordance with the provisions of Part 26.

Recipient will require that a prime contractor not terminate a DBE or any portion of its work listed in response to § 26.53(b)(2) (or an approved substitute DBE firm per § 26.53(g)) without our prior written consent, unless Recipient causes the termination or reduction. A termination includes any reduction or underrun in work listed for a DBE not caused by a material change to the prime contract by the recipient. This requirement applies to instances that include but are not limited to when a prime contractor seeks to perform work originally designed for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

Recipient will include in each prime contract a provision stating that:

- (1) The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains Recipient's written consent as provided in § 26.53(f); and

- (2) Unless Recipient's consent is provided under § 26.53(f), the prime contractor must not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Recipient may provide such written consent only if it agrees, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the listed DBE or any portion of its work.

Good cause does not exist if the prime contractor seeks to terminate a DBE or any portion of its work that is relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged, or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award. For purposes of § 26.53(f)(3), good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract.
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
- (3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit worthiness.
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR parts 180, 215, and 1200 or applicable state law.
- (6) Recipient has determined that the listed DBE subcontractor is not a responsible contractor.
- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides to Recipient written notice of its withdrawal.
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required.
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.
- (10) Other documented good cause that Recipient determines compels the termination of the DBE subcontractor.

Before transmitting to Recipient, the request to terminate a DBE subcontractor or any portion of its work, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Recipient sent concurrently, of its intent to request to terminate and the reason for the proposed request.

The prime contractor's written notice must give the DBE five (5) days to respond, advising Recipient and the prime contractor of the reasons, if any, why it objects to the proposed termination of its subcontract or portion thereof and why Recipient should not approve the prime contractor's request. If required in a particular case as a matter of public necessity (e.g., safety), Recipient may provide a response period shorter than five (5) days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions or changes to DBEs, or their listed work put forward by offerors in negotiated procurements.

When a DBE subcontractor or a portion of its work is terminated by the prime contractor as provided in § 26.53(f), or if work committed to a DBE is reduced due to overestimations made prior to award, the prime contractor must use good faith efforts to include additional DBE participation to the extent needed to meet the contract goal. The good faith efforts shall be documented by the contractor. If Recipient requests documentation under this provision, the contractor shall submit the documentation within seven (7) days, which may be extended for an additional seven (7) days, if necessary, at the request of the contractor. Recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

Section 26.55. Counting DBE Participation

DBE participation will be counted toward overall and contract goals as provided in § 26.55. The participation of a DBE subcontractor will not be counted toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, the firm's participation will not be counted toward any DBE goals, except as provided for in § 26.87(j).

For FAA-funded projects only, firms that exceed the business size standard in § 26.65(b) will remain eligible for DBE certification and may be counted for DBE credit toward overall and contract goals on FAA-funded projects as long as they do not exceed the small business size standard, as adjusted by the United States Small Business Administration, for the NAICS code(s) in which they are certified.

CERTIFICATION STANDARDS

Section 26.61 – 26.73. Certification Process

Recipient is a non-certifying member of the Kansas Unified Certification Program (UCP) and relies upon the UCP's determinations of certification eligibility. This UCP will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Certifying UCP members make all certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

Kansas Department of Transportation
Office of Civil Rights Compliance
Eisenhower State Office Building
700 SW Harrison Street, 3rd Floor West
Topeka, Kansas 66603
Phone: 800-854-3613
Email: KDOT.CivilRights@ks.gov
<https://www.ksdot.gov/bureaus/divadmin/civilrights/>

The Uniform Certification Application form, Personal Net Worth statement, and documentation requirements can be reviewed at <https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply>.

CERTIFICATION PROCEDURES

Any procedures included here are highlights only. Detailed certification procedures are enumerated in the full UCP agreement. The full UCP agreement can be found at:

<https://www.ksdot.gov/divadmin/civilrights/>

Section 26.81. Unified Certification Programs

Recipient is a member of a Unified Certification Program (UCP) administered by Kansas Department of Transportation. The UCP will meet all certification standards and procedures requirements of Subparts D and E of Part 26.

Section 26.83. through 26.89.

Not applicable to non-certifying agency.

Section 26.91. Actions Following DOT Certification Appeal Decisions

If Recipient is a certifier to which a DOT determination under § 26.89 is applicable, we will take any and all required action(s) pursuant to § 26.91.

SUBPART F – COMPLIANCE AND ENFORCEMENT**Section 26.101. Compliance Procedures**

Recipient understands that if it fails to comply with any requirement of this part, Recipient may be subject to formal enforcement action under § 26.103 or § 26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122 requirements.

Recipient understands that, as provided in statute, it will not be subject to compliance actions or sanctions for failing to carry out any requirement of this part because it has been prevented from complying because a federal court has issued a final order in which the court found that the requirement is unconstitutional.

Section 26.103. Enforcement Actions Applicable to FHWA and FTA Programs

Not applicable.

Section 26.105. Enforcement Actions Applicable to FAA Programs

Compliance with all requirements of this part by airport sponsors and other recipients of FAA financial assistance is enforced through the procedures of Title 49 of the United States Code, including 49 U.S.C. 47106(d), 47111(d), and 47122, and regulations implementing them.

The provisions of § 26.103(b) and this section apply to enforcement actions in FAA programs.

Any person who knows of a violation of this part by a recipient of FAA funds may file a complaint under 14 CFR part 16 with the Federal Aviation Administration Office of Chief Counsel.

Section 26.107. Enforcement Actions Applicable to Participating Firms

If a firm that does not meet the eligibility criteria of subpart D of this part attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, the Department may initiate suspension or debarment proceedings against the firm under 2 CFR parts 180 and 1200.

If a firm, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of subpart D of this part, the Department may initiate suspension or debarment proceedings against you under 2 CFR parts 180 and 1200.

In a suspension or debarment proceeding brought under paragraph (a) or (b) of this section, the concerned operating administration may consider the fact that a purported DBE has been certified by a recipient. Such certification does not preclude the Department from determining that the purported DBE, or another firm that has used or attempted to use it to meet DBE goals, should be suspended or debarred.

The Department may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31.

The Department may refer to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.

Section 26.109. Confidentiality, Cooperation, and Intimidation or Retaliation

In responding to requests for information concerning any aspect of the DBE program, the Department complies with provisions of the Federal Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a). The Department may make available to the public any information concerning the DBE program release of which is not prohibited by Federal law.

Notwithstanding any provision of Federal or state law, information that may reasonably be construed as confidential business information will not be released to any third party without the written consent of the firm that submitted the information, including applications for DBE certification and supporting information. However, this information will be transmitted to DOT in any certification appeal proceeding under § 26.89 or to any other state to which the individual's firm has applied for certification under § 26.85.

All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

Recipient, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. Recipient understands that it is in noncompliance with Part 26 if it violates this prohibition.

ATTACHMENTS

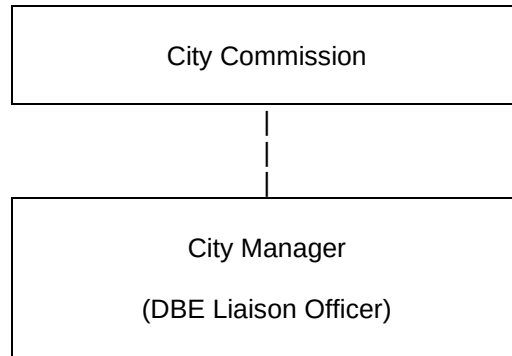
- Attachment 1. Regulations: Link to 49 CFR Part 26 (eCFR)
- Attachment 2. Organizational Chart
- Attachment 3. Bidders List Collection Form
- Attachment 4. Link to UCP Directory of Certified Firms
- Attachment 5. Overall Goal Methodology
- Attachment 6. Demonstration of Good Faith Efforts Forms
- Attachment 7. DBE Monitoring and Enforcement Mechanisms
- Attachment 8. Link to Certification Application Form and Personal Net Worth Statement
- Attachment 9. Link to State's UCP Agreement

ATTACHMENT 1

DBE program regulations are codified in Title 49 of the Code of Federal Regulations, Part 26. They can be retrieved using the following link to the Electronic Code of Federal Regulations:

<https://www.ecfr.gov/current/title-49/subtitle-A/part-26>

ATTACHMENT 2
ORGANIZATIONAL CHART



ATTACHMENT 3

Bidders List Collection Form

SUBCONTRACTOR'S LIST ALL SUBCONTRACTORS MUST BE LISTED.

Except for DBE firms included in the Letter(s) of Intent, use of subcontractors on this list is not mandatory. CFR § 26.11(c) requires airport sponsors to collect bidders list information from all bidders at the time of bid submittal. The data must be collected for all firms who bid as prime contractors or subcontractors (successfully or not). Attach additional pages if necessary.

AIP Project No.: _____ Airport Name: _____

Project Description: _____ Airport Location: _____

Firm Name	Street Address	City, State	Zip	DBE ⁽¹⁾
				Yes/No
NAICS Code(s) ⁽²⁾	Race of Majority Owner ⁽³⁾	Gender of Majority Owner	Age of Firm	Annual Gross Receipts ⁽⁴⁾

Firm Name	Street Address	City, State	Zip	DBE ⁽¹⁾
				Yes/No
NAICS Code(s) ⁽²⁾	Race of Majority Owner ⁽³⁾	Gender of Majority Owner	Age of Firm	Annual Gross Receipts ⁽⁴⁾

Firm Name	Street Address	City, State	Zip	DBE ⁽¹⁾
				Yes/No
NAICS Code(s) ⁽²⁾	Race of Majority Owner ⁽³⁾	Gender of Majority Owner	Age of Firm	Annual Gross Receipts ⁽⁴⁾

Firm Name	Street Address	City, State	Zip	DBE ⁽¹⁾
				Yes/No
NAICS Code(s) ⁽²⁾	Race of Majority Owner ⁽³⁾	Gender of Majority Owner	Age of Firm	Annual Gross Receipts ⁽⁴⁾

- (1) Indicate if the firm is currently certified as a DBE by the state Department of Transportation for the state in the which the project is located.
- (2) NAICS is the North American Industry Classification System. Only list the codes for the work that is proposed to be completed by the subcontractor. Information on NAICS can be found at www.census.gov/naics
- (3) Use only these race/ethnicity classifications from 49 CFR part 26: Black American; Hispanic American; Native American; Asian Pacific American; Subcontinent Asian American; or Other
- (4) Report the gross receipts using the following range of values: A) less than \$1 million; B) \$1-3 million; C) \$3-6 million; D) \$6-10 million, or E) more than \$10 million.

ATTACHMENT 4

Kansas UCP Directory may be found here:

<https://www.ksdot.gov/divadmin/civilrights/>

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ATTACHMENT 5

Overall DBE Three-Year Goal Methodology

Name of Recipient: City of Abilene

Airports Owned by Recipient: Abilene Municipal Airport

Goal Period: FY25-27 – October 1, 2025 through September 30, 2027

DOT-assisted contract amount:	FY25	\$ 1,156,215
	FY26	\$ 0
	FY27	\$ 0
	Total	\$ 1,156,215

Overall Three-Year Goal: 2.26%, to be accomplished through 1.96% RC and 0.30% RN

Total dollar amount to be expended on DBEs: \$23,402

Number and Type of Contracts that the airport anticipates awarding:

Contracts Fiscal Year #1 (FY25)

1. T-Hangar Construction Only - \$1,156,215
2. Note that the Engineering to the T-hangar will be funded with a state grant and local funds. No federal funds in the engineering contract

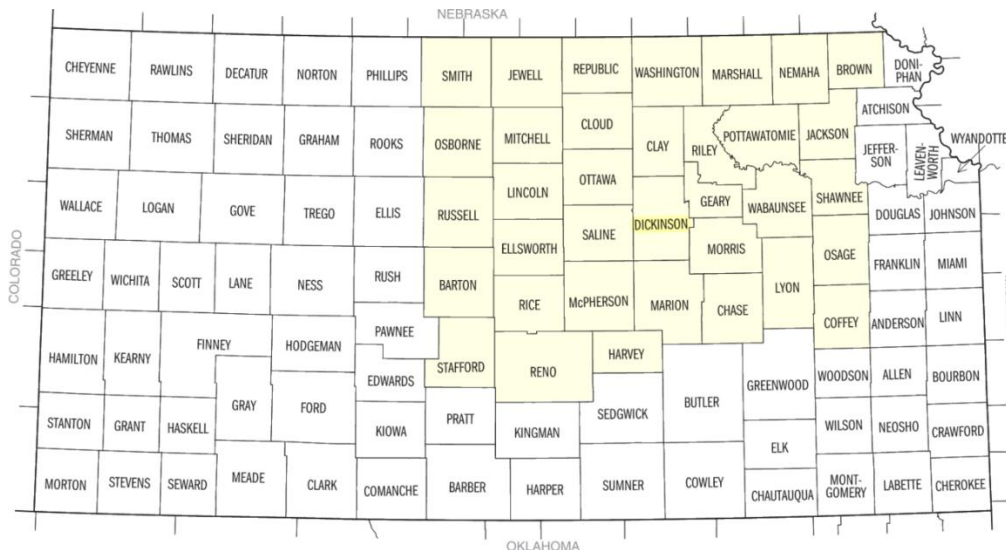
Contracts Fiscal Year #2 (FY26)

1. None

Contracts Fiscal Year #3 (FY27)

1. None

Market Area: Firms located in counties within the northcentral-northeast quadrant of the state. The market area is the area in which the substantial majority of the airport's contractors and subcontractors that seek to do business with the airport and located and the area in which the airport spends the substantial majority of its contracting dollars. The market area includes the counties in the exhibit below.



Step 1. Relative Availability of DBEs

The step 1 figure for the relative availability was calculated as follows:

Method: Use DBE Directory found at Census Bureau Data from <https://data.census.gov/cedsci/> and <https://www.ksdot.gov/divadmin/civilrights/>

Weighted Availability of DBE firms:

The table below lists the anticipated federally-funded contract awards for FY25-27.

Fiscal Year / Project Description	NAICS	NAICS Description	Total DBE Firms (a)	Total All Firms (b)	% DBE Firms (c) = (a/b)	Estimated Contract Amount (d)	Weighted DBE Availability (e = c*d)
2025 Construct T-Hangar	236210	Building Contractors	0	3	0.0%	\$660,000	\$0
	237310	Highway & Street Construction (Major)	0	39	0.0%	\$225,000	\$0
	237310	Highway & Street Construction (Minor)	8	39	20.51%	\$107,690	\$24,347
	238210	Electrical Contractors	2	303	0.66%	\$90,000	\$594
	238910	Site Preparation	2	205	0.98%	\$73,525	\$464
	541330	Professional, Scientific & Technical Services	1	90	1.11%	\$0	\$2,569
Subtotal 2025:					2.02% (e / d)	\$1,156,215	\$23,402
Total FY25-27:					2.02% (e / d)	\$1,156,215	\$23,402

The base goal projection after weighting is as follows:

- Sum of Weighted DBE Availability (column e): \$23,402
- Sum of Estimated Federally-Funded Contract Amounts (column d): \$1,156,215

Dividing the weighted DBE totals by the total estimated contracts for all trades gives an initial DBE availability figure for the projects anticipated during the goal-setting period. This figure is expressed as a percentage and serves as the basis for the three-year overall goal.

Weighted DBE Goal at Step 1 (column c): 2.02%

Step 2: Adjustments to Step 1 Base Figure

After calculating a base figure of the relative availability of DBEs, evidence was examined to determine what, if any, adjustment to the base figure was needed in order to arrive at the overall goal.

Past History Participation

One piece of data used to determine the adjustment to the base figure was the median of historical DBE accomplishments, as follows:

		DBE Goals			DBE Accomplishments			
Fiscal Year	Grant Amount	RC*	RN*	Total	RC	RN	Total	Type of Work
2009	\$146,183	NA	NA	NA	NA	NA	NA	Engineering
2010	\$850,250	3.5%	0.0%	3.5%	3.5%	0.2%	3.7%	Taxiway Paving
2011	\$304,000	2.5%	0.0%	2.7%	2.5%	0.0%	2.5%	Taxiway Lighting
2014	\$2,280,491	3.4%	0.0%	3.4%	3.4%	1.3%	4.7%	Runway Reconstruction
2017	\$167,679	NA	NA	NA	NA	NA	NA	Master Plan
2023	\$114,480	NA	NA	NA	NA	NA	NA	Proj 016 - Land
2023	\$142,020	0.0%	0.0%	0.0%	0.0%	52.5%	52.5%	Proj 017 - Engineering Tree Remove
2024	\$493,052	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	Proj 018 - Displaced Threshold
2024	\$411,028	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	Proj 019 - Construct Tree Remove
2024	\$102,000	0.0%	0.0%	0.0%	0.0%	71.7%	71.7%	Proj 020 - Displaced Threshold

This historical data was arranged from low to high; however, two projects had outliers (52.5% and 71.7%) and as such, these were excluded. For the non-outlier historical accomplishments (0.0%, 0.0%, 2.5%, 3.7%, 4.7%), the median is 2.5%. Step 1 Base Figure averaged with historical median: $(2.02\% + 2.50\%) / 2 = 2.26\%$

To arrive at an overall goal, the Step 1 base figure was added to the Step 2 adjustment figure and the total was averaged, arriving at an overall goal of **2.26%**. Recipient believes this adjusted goal accurately reflects DBE participation that can be achieved for the type(s) of work being awarded during this three-year period.

Step 3. Breakout of Estimated “Race and Gender Neutral” (RN) and “Race and Gender Conscious” (RC) Participation.

Recipient will meet the maximum feasible portion of the overall goal by using RN means of facilitating DBE participation.

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitates DBE, and other small businesses, participation.
2. Ensuring distribution of DBE directory, through electronic means, to the widest feasible universe of potential prime contractors.

Recipient estimates that in meeting the established overall goal of 2.26%, it will obtain 0.30% from RN participation and 1.96% through RC measures.

This breakout is based on:

In FY09-FY24 (excluding outliers), DBE participation exceeded the goal by 0.30% which may be construed as evidence of race-neutral participation. Therefore, 0.30% of the 2.26% goal is expected through race-neutral means and the remaining 1.96% is to be obtained by race-conscious measures.

Step 4. Public Participation

Consultation: In establishing the overall goal, Recipient provided for consultation and publication. This process included consultation with the Kansas Department of Transportation to obtain information concerning the minority, women’s, and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses and the effects of discrimination on opportunities for

DBEs. The consultation included a notice that comments on the proposed goal can be submitted or communicated within 30 days of the notice. Due to the airport's remote non-metropolitan location, minority, women's, and general contractor groups and similar organizations have not previously attended consultation meetings and are not expected to do so in the future. An opportunity to send written comments or call provides a consultation method that has the highest probability of useful interaction.

A notice of the proposed goal was published on the Recipient official website before the methodology was submitted to FAA. The notice was published here: <https://www.abilenecityhall.com/>

If the proposed goal changes following review by FAA, the revised goal will be posted on Recipient official website.

Notwithstanding paragraph (f)(4) of §26.45, Recipient proposed goals will not be implemented until the stakeholder consultation requirement has been met.

PUBLIC NOTICE

Recipient hereby announces its proposed Disadvantaged Business Enterprise (DBE) participation goal of 2.26% for FAA-funded contracts/agreements. Recipient estimates that in meeting the established overall goal of 2.02%, it will obtain 0.30% from RN participation and 1.96% through RC measures. The proposed goal pertains to federal fiscal years 2025 through 2027. The proposed goal and its attendant methodology are available for inspection between 8:00 a.m. and 5:00 p.m. Monday through Friday at the city offices, 419 N. Broadway, Abilene KS for 30 days from the date of this publication. Comments on the DBE goal will be accepted for 30 days from the date of this publication and can be sent to the following:

City Manager
419 N. Broadway
Abilene, KS 67410
785-263-2550
ron@abilenecityhall.com

ATTACHMENT 6

Demonstration of Good Faith Efforts - Forms 1, 2, and 3

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner:

- ☐ The bidder/offeror is committed to a minimum of ____ % DBE utilization on this contract.
- ☐ The bidder/offeror, while unable to meet the DBE goal of ____ %, is committed to a minimum of ____% DBE utilization on this contract and has submitted documentation demonstrating good faith efforts.

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.

Bidder/offeror's Firm Name:

Signature

Date

DBE UTILIZATION SUMMARY

	<u>Contract Amount</u>		<u>DBE Amount</u>	<u>Contract Percentage</u>
DBE Prime Contractor	\$ _____	x 1.00 =	\$ _____	_____ %
DBE Subcontractor	\$ _____	x 1.00 =	\$ _____	_____ %
DBE Regular Dealer*	\$ _____	x 0.60 =	\$ _____	_____ %
DBE Distributor*	\$ _____	x 0.40 =	\$ _____	_____ %
DBE Manufacturer	\$ _____	x 1.00 =	\$ _____	_____ %
Total Amount DBE			\$ _____	_____ %
DBE Goal**				_____ %

* If the materials or supplies are purchased from a DBE distributor that neither maintains sufficient inventory nor uses its own distribution equipment for the products in question, count 40 percent of the cost of materials or supplies (including transportation costs), as defined in § 26.55(e)(2)(iv)(A), (B), and (C) and (e)(3). **The "DBE Regular Dealer / Distributor Affirmation Form" must be completed to make this determination.**

** 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.

FORM 2: LETTER OF INTENT
Disadvantaged Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offer Name: _____
Authorized Representative: _____
Phone: _____ Email: _____

DBE Firm: DBE Firm: _____
Authorized Representative: _____
Phone: _____ Email: _____

DBE Certifying Agency: _____ **Expiration Date:** _____

Classification: ☐ Prime Contractor ☐ Subcontractor ☐ Manufacturer
☐ Regular Dealer* ☐ Distributor* ☐ Broker*

* Form 3 must be included

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

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The total expected dollar value of this work is DBE contract amount: \$ _____

The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it **must enter into a subcontract with the DBE firm identified above** that is representative of the type and amount of work listed. Bidder/offeror understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

Signature of Bidder/Offeror's Authorized Representative

Date: _____

The above-named DBE firm affirms that it is ready, willing, and able to perform the amount and type of work as described above, and is properly certified to be counted for DBE participation therefore.

Signature of DBE Firm's Authorized Representative

Date: _____

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.

Form 3: DBE Regular Dealer/Distributor Affirmation Form

OMB Approval Pending 04/17/2024



U.S. Department of
Transportation

DBE Regular Dealer/Distributor Affirmation Form

Bidder Name:

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

DISCLAIMER: This form has not yet received OMB/PRA approval and is subject to change. We are making it available for your voluntary use.

DBE Name:

Total Subcontract/Purchase Order Amount:

Authorized DBE Representative (Name and Title):

NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will **all** items sold or leased be provided from the on-hand inventory at your establishment? ☐ YES ☐ NO

(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.** If "NO" Continue.)

- a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)? ☐ YES ☐ NO (If "YES," Go to Question 2. If "NO" Continue.)

- b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?

☐ YES ☐ NO* (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.**

* If 1., 1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?

☐ YES ☐ NO¹

(If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. **STOP here. Read and sign the affirmation below.**)

¹ If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacturer's facility)? ☐ YES² ☐ NO³

- a) Will you be using sources **other than** the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased? ☐ YES² ☐ NO³

² If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

³ If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

ATTACHMENT 7

Administrative Enforcement Mechanisms

The **Recipient** has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract.
2. Breach of contract action, pursuant to state statutes.

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR Part 26
2. Enforcement action pursuant to 49 CFR Part 31
3. Prosecution pursuant to 18 USC 1001.

ATTACHMENT 8

DBE Certification Application Form and Personal Net Worth Statement:

<https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply>

ATTACHMENT 9

Kansas UCP Agreement can be found here:

<https://www.ksdot.gov/divadmin/civilrights/>



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, February 10, 2025

Session: Study Session

Topic: Olsson Master Agreement Work Order No. 8 Design & Bidding T-Hangars

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. 8 for the design and bidding of the construction of a minimum 4-plain T-Hangar, including:

Design Phase: \$109,300

Bidding Phase: \$12,800

Anticipated start date: March 1, 2025

Anticipated completion date: 90% Plans & Specifications Submitted by September 1, 2025

Attachment:

Olsson Master Work Order No. 8

Spreadsheet of Master Agreement Work Orders for Aviation Engineering

Recommendation:

Approve Work Order No. 8 with Olsson Engineering for the Design & Bidding of a minimum 4-plane T-Hangar in the amount of \$122,100.

Fiscal Note:

KDOT Grant (50/50 match): \$233,481*

*Combining Design, Bidding and Construction of T-Hangar with both State and Federal Funding Sources to maximize local match. FAA match will be 90/10 for construction costs above the KDOT funding amount.

Funding Source:

Airport Fund



**MASTER AGREEMENT WORK ORDER No. 8
CONSTRUCT T-HANGARS – DESIGN & BIDDING
AIP Project No. 3-20-0001-021 (Tentative)**

This exhibit dated January 14, 2025 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. Olsson's Scope of Services for the Agreement is as indicated below.

GENERAL

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

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Abilene Municipal Airport (K78); Abilene, Kansas

Project Description:

- Construct T-Hangar and Approaches
 - Includes removal of existing T-Hangar foundations that were destroyed by storms
 - New Hangar units will include basic electrical power
 - No other utilities will be provided in the Hangar units (gas/heat, water, sewer, etc)
- The project will be developed as a single bid package / single plan set
- The hangars will be utilized for aircraft storage with no finished space, and thus no architectural services are included in this scope of work

SCOPE OF SERVICES

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

PHASE 500 – DESIGN PHASE

- a. Project management and coordination. Coordinate with the Sponsor, KDOT and FAA to provide information on developments and decisions that are made concerning the project. Assist with preliminary project formulation and refinement of project scope. Prepare scope of services, including a detailed breakdown of tasks and costs.
- b. Conduct a project kickoff meeting via teleconference with the Sponsor and FAA in accordance with AIP Sponsor Guide No. 910 *Predesign Conference*. Olsson shall prepare a summary of the meeting that highlights critical project issues.
- c. Finalize design criteria in accordance with FAA Advisory Circulars. Submit a preliminary building and pavement layout and brief explanation of the layout. Coordinate with FAA and KDOT to ensure acceptance.

- d. Conduct geotechnical investigation of existing pavement and soils. Olsson will conduct all lab tests and prepare a report of lab results and subsurface conditions. See Exhibit A1 for the design testing services.
- e. Conduct field assessment of the existing site and pavement conditions ("Field Assessment"). One project engineer shall conduct the on-site investigation. Take photographs of the project area and any typical distresses observed. Such Field Assessment is limited to visual observation of the site as it exists at the time of the observation. Field Assessment does not constitute exhaustive investigation and does not constitute any warranty or guarantee of any type that the site is suitable for the Project. Olsson is not responsible for identifying any concealed or latent defects that may be present at the site. Sponsor shall furnish the best obtainable information of which it is aware or could reasonably be aware of, as to surface and subsurface conditions through the exercise of reasonable diligence.
- f. Conduct topographic survey, including topography, pavement elevations and location, and other existing features as needed. All surveys will be tied to NAVD 88 control points. The survey {will be / will not be} in accordance with FAA Advisory Circular 150/5300-18B.
- g. Evaluate the existing electrical system, including one separate site visit by an electrical engineer. Prepare preliminary and final design of new electrical system.
- h. Coordinate with utility companies that have lines crossing the project site and determine their requirements.
- i. Pavement Design:
 - (1) Compile aircraft traffic data
 - (2) Perform pavement designs using FAA Advisory Circulars and/or pavement design software
- j. Complete final plan, pavement elevations and geometrics of ramps to hangar doors.
- k. Complete hangar drawings and structural design of hangar footings and floor.
- l. Complete electrical design and drawings for hangar, including new service to the building, if needed.
- m. Develop preliminary Construction Safety & Phasing Plan (CSPP)
- n. Present the preliminary results and recommendations at a meeting at the Sponsor's location and via teleconference with the FAA. Incorporate applicable comments into the final plans, specifications, and design report.
- o. Prepare documents to comply with FAA Office of Civil Rights requirements
 - (1) Disadvantaged Business Enterprise (DBE) program and goals
- p. Prepare detailed plans, specifications, contract documents, Construction Safety & Phasing Plan (CSPP) and engineer's design report. Olsson shall use FAA Advisory Circular (AC) 150/5370-10, *Standards for Specifying Construction of Airports* and shall

follow the AIP Sponsor Guides listed below (current as of the date that Olsson executed the Work Order).

- (1) Guide No. 920 – Engineering Report
- (2) Guide No. 930 – Plans and Specifications
- (3) Guide No. 940 – Regional Approved Modifications to AC 150/5370-10
- (4) Guide No. 950 – Sponsor Modifications of FAA Standards
- (5) Guide No. 960 – Operation Safety on Airports

- q. Prepare and submit electronically FAA Forms 7460-1 for Airspace Reviews of the hangar building and of the Construction Safety & Phasing Plan (CSPP) staging/storage area boundaries, haul/access routes and construction limit boundaries for each phase. Submittals will include detailed exhibits.
- r. Submit building plans to the City/County Fire Marshall for review, as required.
- s. Perform Quality Control review of the above documents by a senior airport engineer, prior to submittal to Sponsor, KDOT and FAA.
- t. Submit plans, specifications, contract documents and engineer's design report for review within 180 days of the date that the Sponsor executed this Agreement // receipt of all review comments. Provide 1 printed copy to the Airport, 1 electronic copy to the FAA, and 1 electronic copy to KDOT.
- u. Prepare all Sponsor Certifications for Sponsor's signature.
- v. Conduct a plan-in-hand review meeting on-site with the Sponsor.
- w. Revise and submit plans, specifications, contract documents and engineer's design report within 14 days of receipt of comments from the Sponsor, KDOT and FAA. Provide a written response to each comment. Provide 1 printed copy to the Airport, 1 electronic copy to the FAA, and 1 electronic copy to KDOT.

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

PHASE 600 – BIDDING PHASE

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

- a. Provide sufficient copies of the approved plans and specifications to the Sponsor, plan rooms and www.QuestCDN.com for advertising and bidding. Copies of the documents

- will be furnished to prospective bidders at a cost fixed by Olsson. Olsson shall perform in accordance with AIP Sponsor Guide No. 1010 *Bidding*.
- b. Mail and/or email Notices to potential bidders and plan rooms. Contact contractors as needed to promote general interest in the project. Maintain a plan holders list.
 - c. A pre-bid conference will not be held for this project.
 - d. Answer questions raised during the bidding process.
 - e. Issue addenda as required.
 - f. Attend the bid opening at the Sponsor's location.
 - g. Tabulate and analyze bid results.
 - h. Review bidders' qualifications. Evaluate bidders' compliance with Buy American Certification and DBE participation requirements.
 - i. Furnish a written recommendation to the Sponsor regarding the award of the construction contract. The recommendation will include:
 - 1. Bid date
 - 2. Summarized bid table
 - 3. Evaluation of unit price extensions and total base bid, including an error check
 - 4. Addendums and acknowledgements
 - 5. Additional insured cost if any
 - 6. DBE utilization, DBE letter of intent, DBE goal, and good faith effort (GFE) (if any) review for compliance with Sponsor's DBE program requirements
 - 7. Buy American compliance
 - 8. Confirmation of bidder's signature on proposal form
 - 9. Bid guarantee
 - 10. Pre-qualification requirements
 - 11. Pre-bid meeting (if any)
 - 12. Review of qualifications
 - 13. Debarment list verification
 - 14. Recommendation to award
 - j. Conduct one meeting to present bids to the Sponsor.
 - k. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval in accordance with AIP Sponsor Guide No. 1020 *Contract Award*.
 - l. Prepare AIP Project Application forms.
 - m. After FAA's and Sponsor's approvals, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide one bound set each to Olsson, Sponsor, and Contractor. Provide an electronic copy of the construction contract to the FAA, KDOT and Sponsor.

This phase will be considered complete when the executed construction contracts have been approved by the Sponsor, KDOT and FAA. Readvertising, if necessary, will be negotiated under an amendment to this Agreement.

**PHASE 610 – CONSTRUCTION PHASE
NOT INCLUDED – WILL BE ADDED LATER VIA AMENDMENT**

**PHASE 620 – CLOSE-OUT PHASE
NOT INCLUDED – WILL BE ADDED LATER VIA AMENDMENT**

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: March 1, 2025
Anticipated Completion Date: 90% Plans & Specifications Submitted by September 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

Phase 500: Design Phase. Payment for the items included in Phase 500 – Design Phase, shall be the lump sum of \$109,300.00 shown on Exhibit A, attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed.

Phase 600: Bidding Phase. Payment for the items included in Phase 600 – Bidding Phase shall be the lump sum of \$12,800.00 shown on Exhibit B attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed.

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. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____
Diane Hofer, PE

By _____
Brian Coomes, PE

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, KANSAS

By _____
Signature

Print Name _____

Title _____

Dated: _____

Attachments
Exhibits A, A1, & B

EXHIBIT A
DESIGN PHASE
Abilene Municipal Airport (K78) 3-20-0001-021

1. Direct Salary Costs

<u>Title</u>	<u>Total Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Total Costs (\$)</u>
Principal / Team Leader	5.0	\$92.30	\$461.50
Senior Engineer	33.0	\$76.50	\$2,524.50
Project Engineer	92.0	\$62.50	\$5,750.00
Design Manager	28.0	\$53.50	\$1,498.00
Associate Engineer	96.0	\$45.00	\$4,320.00
Assistant Engineer	96.0	\$39.70	\$3,811.20
Registered Surveyor	6.0	\$58.35	\$350.10
Senior Technician	180.0	\$35.20	\$6,336.00
Associate Technician	48.0	\$31.50	\$1,512.00
Clerical	30.0	\$32.75	\$982.50

Total Direct Salary Costs: \$27,545.80

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs** 185.69% \$51,149.80

3. Fixed Fee: 15% of Items 1 & 2 \$11,804.34

4. Direct Nonsalary Expenses

Travel	3,260 Miles @	\$0.655	\$2,135.30
Meals	8 Days @	\$59.00	\$472.00
Motel	- Days @	\$107.00	\$0.00
Copies, Prints, Shipping			\$1,636.00
Geotechnical Expenses (See Exhibit A1)			<u>\$14,545.00</u>

Total Expenses: \$18,788.30

5. Subtotal of Items 1 - 4 \$109,288.24

6. Subcontract costs \$0.00

7. Lump Sum Amount - Total Items 5 & 6 \$109,288.24

Rounded: \$109,300.00

** 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 A1
ESTIMATE OF
GEOTECHNICAL DESIGN COSTS
Abilene Municipal Airport (K78) 3-20-0001-021**

LABORATORY / DRILLING: Olsson, Inc., Lincoln, NE

<u>LIST ALL ANTICIPATED COSTS SERVICE OR TEST</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated Total Cost</u>
<u>DRILLING INVESTIGATION</u>			
Mobilization (lump sum)	1	\$3,200.00	\$3,200.00
Drilling Cost (per lf)	70	\$25.00	\$1,750.00
Samples	24	\$30.00	\$720.00
Cores	0	\$65.00	\$0.00
Bore Hole & Core Hole Repairs	2	\$65.00	\$130.00
Bulk Samples	5	\$80.00	\$400.00
Per Diem	1	\$475.00	\$475.00
	SUBTOTAL		\$6,675.00

Note: 4 soil test borings will be performed - 2 @ 20' depth and 2 @ 10' depth

<u>LABORATORY TEST</u>			
Unconfined Compression Test	8	\$75.00	\$600.00
Density/Moisture	4	\$30.00	\$120.00
Atterbergs	3	\$110.00	\$330.00
Wash 200 Sieve	0	\$80.00	\$0.00
Mechanical Analysis	0	\$135.00	\$0.00
Standard Proctors	1	\$210.00	\$210.00
Chemically Treated Proctors	1	\$290.00	\$290.00
Consolidation Test	1	\$220.00	\$220.00
Swell/Collapse Test	0	\$315.00	\$0.00
CBR (1 point)	3	\$230.00	\$690.00
Hydrometer	1	\$230.00	\$230.00
Soil Corrosivity (Subconsultant)	1	\$120.00	\$120.00
	SUBTOTAL		\$2,810.00

<u>ENGINEERING</u>			
Engineerg (per Hour Average)	46	\$110.00	\$5,060.00
	SUBTOTAL		\$5,060.00

TOTAL \$14,545.00

EXHIBIT B
BIDDING PHASE
Abilene Municipal Airport (K78) 3-20-0001-021

1. Direct Salary Costs

<u>Title</u>	<u>Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Total Costs (\$)</u>
Principal / Team Leader	0.0	\$95.99	\$0.00
Senior Engineer	0.0	\$79.56	\$0.00
Project Engineer	22.0	\$65.00	\$1,430.00
Design Manager	9.0	\$55.64	\$500.76
Associate Engineer	15.0	\$46.80	\$702.00
Assistant Engineer	0.0	\$41.29	\$0.00
Registered Surveyor	0.0	\$60.68	\$0.00
Senior Technician	4.0	\$36.61	\$146.43
Associate Technician	0.0	\$32.76	\$0.00
Clerical	20.0	\$34.06	\$681.20

Total Direct Salary Costs: \$3,460.39

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs* 185.69% \$6,425.60

3. Fixed Fee: 15% of Item 1 & 2 \$1,482.90

4. Direct Nonsalary Expenses

Travel	1,040 Miles @	\$0.655	\$681.20
Meals	2 Days @	\$59.00	\$118.00
Motel	- Days @	\$107.00	\$0.00
Copies, Prints, Shipping			\$621.60

Total Expenses: \$1,420.80

5. Subtotal of Items 1 - 4 \$12,789.69

6. Subcontract costs \$0.00

7. Lump Sum Amount - Total Items 5 & 6 \$12,789.69

Rounded: \$12,800.00

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

Olsson Engineering, Airport Projects

6/28/2022 Master Agreement	Project	Amount	
9/7/2022 Work Order 1	Easement Acquisition	\$ 23,900.00	<i>Lump Sum</i>
2/23/2023 Work Order 2	Environmental Assessment Re-Evaluation	\$ 14,500.00	<i>Lump Sum</i>
3/13/2023 Work Order 3	AGIS Survey	\$ 95,000.00	<i>Lump Sum</i>
6/12/2023 Work Order 4	Design & Bid Phase-Tree Mitigation	\$ 62,800.00	<i>Lump Sum</i>
11/27/2023 Work Order 5	Design & Bid Phase-Displaced Threshold	\$ 62,300.00	<i>Lump Sum</i>
12/25/2023 Work Order 5a	Design & Bid Phase-Displaced Threshold	\$ 10,200.00	<i>Lump Sum</i>
4/22/2024 Work Order 6	Construction & Closeout Phase-Displaced Threshold	\$ 82,300.00	<i>Not to Exceed</i>
6/24/2024 Work Order 7	Tree removal & trimming in easements & ROW	\$ 66,000.00	<i>Not to Exceed</i>
<i>Pending Work Order 8</i>	<i>Design & Bid the Construction of T-Hangars</i>	\$ 122,100.00	<i>Lump Sum</i>
		\$ 539,100.00	

KAIP
AIRPORT MODERNIZATION
CITY OF ABILENE, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Abilene, Kansas** (the “Recipient”), collectively, the “Parties.”

RECITALS:

- A.** The Recipient has applied for, and the Secretary has approved, an Airport Modernization Geometric Improvement / Vertical Development Project to construct a new T-Hangar with a 4-plane minimum capacity that was destroyed in storm for the Abilene Municipal Airport.
- B.** The Secretary has approved the use of Kansas Airport Improvement Program (KAIP) funds from the State’s General Aviation Airport Development Fund for this purpose, limited to the scope of the Project, as further described below.
- C.** The Secretary and the Recipient are empowered by the laws of Kansas to enter into agreements for the construction, planning, and maintenance of the Airport.
- D.** The Secretary and the Recipient desire to enter into this Agreement to participate in the cost of the Project through the use of state and local funds.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I: DEFINITIONS

The capitalized terms below have the following meanings when used in this Agreement:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, both attached and incorporated by reference, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“Airport”** means Abilene Municipal Airport, a Public Use General Aviation Airport, located at 801 S. Washington, Abilene, KS 67410.
- 3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building, or pavement; and/or any drainage, dredging, excavation, grading, or similar work upon real property.

4. **“Construction Contingency Items”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, and/or demolishing any structure, building, or pavement; and/or any drainage, dredging, excavation, grading, or similar work upon real property.
5. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation, and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained to perform consulting or design services for the Project.
7. **“Contractor”** means any entity awarded any Construction contract for the Project, and any subcontractors working for any Contractor or the Recipient with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement and as approved by the FAA.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Expiration Date”** means one hundred twenty (120) days after the date the grant offer letter is mailed by the Secretary.
11. **“FAA”** means the Federal Aviation Administration, a federal agency of the United States.
12. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq.*, Hazardous Waste.

13. **“KAIP”** means the Kansas Airport Improvement Program, administered by KDOT’s Division of Aviation.
14. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.
15. **“Letting” or “Let”** means the process of receiving bids prior to an award of a Construction contract for any portion of the Project.
16. **“National Plan of Integrated Airport Systems (NPIAS) Airport”** as defined and designated by the FAA; the current list of which may be found at https://www.faa.gov/airports/planning_capacity/npias/current/.
17. **“Non-Participating Costs”** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
18. **“Participating Costs”** means expenditures for items or services for the construction, planning, and maintenance of the Airport which are an integral part of the Project, as reasonably determined by the Secretary.
19. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Recipient.
20. **“Preliminary Engineering” or “PE”** means pre-construction activities including, but not limited to, design work, generally performed by a consulting engineering firm that takes place before Letting.
21. **“Project”** means all phases and aspects of the endeavor that is the subject of this Agreement to be undertaken by the Recipient, being: construct a new T-Hangar with a 4-plane minimum capacity to replace the 10 stall Nested T-Hangar that was destroyed in storm for the Abilene Municipal Airport. The Recipient’s application for the Project is attached hereto and is incorporated into this Agreement by this reference.
22. **“Project Limits”** means that area of the Project, including all areas between and within the Right of Way boundaries as shown on the final Design Plans.
23. **“Public Use General Aviation Airport”** means any airport available for use by the general public for the landing and taking off of aircraft but shall not include any airport classified as a primary airport by the Federal Aviation Administration (FAA), as defined in K.S.A. § 75-5061(e) or other applicable statute.

24. **“Recipient”** means the City of Abilene, with its place of business at 419 N. Broadway, Abilene, KS 67410.

25. **“Right of Way”** means the real property and interests therein necessary for construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the final Design Plans.

26. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.

27. **“Useful Life Period”** means a sufficient period of time, as specifically designated in this Agreement in Article IV to secure the investment of KAIP funds in the Project based on the nature and magnitude of Project costs and generally accepted economic or useful life cycle norms for the type of Construction involved in the Project.

ARTICLE II: FUNDING

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all unforeseeable elements of cost within the defined project scope identified after the Construction phase commences (“Construction Contingency Items”). The Parties agree costs and contributions reflected below are for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	50% of Participating Costs of the Project, not to exceed \$233,481.00.
Recipient	50% of Participating Costs of the Project until Secretary’s funding limit is reached; 100% of Costs of the Project after Secretary’s funding limit is reached; 100% of Costs of Non-Participating Costs.

ARTICLE III: SECRETARY RESPONSIBILITIES

1. **Reimbursement Payments.** The Secretary agrees to make such payment to the Recipient as soon as reasonably possible after the Project is completed and after receipt of proper billing and certification by the Recipient that the Project was constructed within substantial compliance of the approved plans and specifications. The Secretary reserves the right to retain up to five percent (5%) of the Secretary’s maximum participation until the Recipient completes its obligations under this Agreement to the satisfaction of the Secretary.

2. **Verification of Project Start.** The Secretary shall not reimburse the Recipient until the Secretary receives verification from the Recipient that the Project is underway. Verification for the Project may consist of evidence of construction, proof of hiring any Consultant or Contractor for the Project, or other method deemed acceptable by the Secretary's authorized representative. Failure to submit verification that the Project has been started within two (2) years of the effective date shall result in the Secretary cancelling the Project. Permission to delay the Project start must be approved by the Secretary and evidenced by a supplemental agreement executed by both Parties.

ARTICLE IV: RECIPIENT RESPONSIBILITIES

1. **Accounting.** Upon request by the Secretary, the Recipient will provide the Secretary an accounting of all actual Non-Participating Costs associated with the Project which are paid directly by the Recipient to any party outside of the Secretary and costs incurred by the Recipient not to be reimbursed by the Secretary. This will enable the Secretary to report all costs of the Project to the legislature.

2. **Audit.** The Recipient will participate and cooperate with the Secretary in an annual audit of the Project. The Recipient shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments that have been made with state funds by the Recipient for items considered Non-Participating Costs, the Recipient shall promptly reimburse the Secretary for such items upon notification by the Secretary.

3. **Conformity with Federal Requirements.** The Recipient shall design, or contract to have designed, the Project in conformity with the current Federal Aviation Administration (FAA) airport design standards and the rules and regulations of the FAA pertaining thereto. The Recipient agrees that all airport planning and environmental activities associated with this grant shall be conducted in accordance with FAA written policy or policies governing the Recipient's airport projects and the sequence thereof, including those that govern projects for a National Plan of Integrated Airport Systems (NPIAS) airport, where applicable.

4. **Consultant Contract Language.** The Recipient shall include language requiring conformity with Article IV, paragraph 3 above, in all contracts between the Recipient and any Consultant with whom the Recipient has contracted to perform services for the Project. In addition, any contract between the Recipient and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, paragraph 3 above. In addition, any contract between the Recipient and any Consultant with whom the Recipient has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

a. Completion of Design. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

b. Progress Reports. Language requiring the Consultant to submit to the Recipient (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

c. Third-Party Beneficiary. Language making the Secretary a third-party beneficiary in the agreement between the Recipient and the Consultant. Such language shall read:

"Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the Recipient and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the Recipient or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the Recipient from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement."

5. **Design and Specifications**. The Recipient will prepare, or contract to have prepared, Design Plans for the Project, Let the contract, construct the Project in accordance with the final Design Plans, inspect the Construction, and administer both the Project and the payments due the Contractor, including the portion of cost borne by the Secretary. The Recipient shall separate and list apart the Participating Cost bid items from Non-Participating Cost bid items on both the final Design Plans and the bid documents.

6. **Final Acceptance**. The Recipient shall obtain final acceptance and certification of the Project through KDOT's Division of Aviation.

7. **General Indemnification**. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Recipient will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Recipient, the Recipient's employees, agents, subcontractors, or its consultants. The Recipient shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

8. **Hazardous Waste.** The Recipient agrees to the following with regard to Hazardous Waste:

a. **Removal of Hazardous Waste.** The Recipient shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The Recipient shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The Recipient will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency (EPA), State of Kansas environmental laws and regulations, and local agency standards where the Hazardous Waste is located.

b. **Responsibility for Hazardous Waste Remediation Costs.** The Recipient shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

c. **Hazardous Waste Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Recipient shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the Recipient in undertaking cleanup or remediation for any Hazardous Waste.

d. **No Waiver.** By signing this Agreement, the Recipient has not repudiated, abandoned, surrendered, waived, or forfeited its right to bring any action, seek indemnification, or seek any other form of recovery or remedy against any third-party responsible for any Hazardous Waste on any Right of Way within the Project limits. The Recipient reserves the right to bring any action against any third-party for any Hazardous Waste on any Right of Way within the Project limits.

9. **Indemnification by Contractors.** The Recipient agrees to require any Contractor to indemnify, hold harmless, and save the Secretary and the Recipient from personal injury and property damage claims arising out of the act or omission of any Contractor, any Contractor's agent, subcontractors, or suppliers. If the Secretary or the Recipient defends a third-party's claim against any Contractor, said Contractor shall indemnify the Secretary and the Recipient for damages paid to the third-party and all related expenses either the Secretary or the Recipient or both incur in defending the claim.

10. **Inspection of Records.** During Project execution, representatives of the Secretary may make periodic inspection of the Project and the records of the Recipient as may be deemed necessary or desirable. The Recipient will direct or cause its Contractor to accomplish any

corrective action or work required by the Secretary's representative as necessary to the performance of this Agreement.

11. **Legal Authority.** By signature on this Agreement, the signatory certifies they have legal and actual authority as representative and agent for the Recipient to enter into this Agreement on its behalf. The Recipient agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

12. **Maintenance.** When the Project is completed and final acceptance is issued the Recipient will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by KDOT's Division of Aviation of any unsatisfactory maintenance condition, the Recipient will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is completed to the Secretary's satisfaction.

13. **Performance Bond.** The Recipient has the discretion to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

14. **Prevailing Wages.** The Recipient will require the Contractor to pay prevailing wages. The Recipient will incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The Recipient can obtain the current wage decision from KDOT's Bureau of Construction and Materials website.

15. **Preventive Maintenance.** The Recipient agrees to implement, or work with the Airport to implement, an airport pavement management program which assures preventive maintenance for construction, reconstruction, replacement, and maintenance for projects which utilize KAIP funds.

16. **Project Administration.** The Recipient shall be responsible for undertaking and completion of the Project. Immediately after the Project is Let, the Recipient shall notify KDOT's Division of Aviation of the Letting date, the total contract amount, and any other requested information related to the Project.

17. **Project Modification.** Any of the following Project changes require the Recipient to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be Let
- b. Project description
- c. Project scope

During Construction, the Recipient shall notify the Secretary of any changes in the plans and specifications, which will require the written approval of the Secretary.

18. **Responsibility for Adequacy of Design.** The Recipient shall be responsible for, and require any Consultant retained by it to be responsible for, the adequacy and accuracy of the Design

Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the Recipient's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, any construction Contractor, the Recipient, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the Recipient.

19. **Submission of Design Plans to Secretary.** If requested, the Recipient will furnish to KDOT's Division of Aviation one (1) set of final Design Plans.

20. **Useful Life.**

a. **Assurance Clause.** At any time that the public is not allowed access to the Airport, the Recipient shall reimburse the Secretary a prorated amount based on a ten (10) year Useful Life of the Project. This assurance clause shall be valid and enforceable for ten (10) years from the date that the final payment is authorized. This provision shall only apply to closure for non-airport purposes.

b. **Useful Life Period.** The Parties agree the Useful Life Period of the Project is ten (10) years, commencing on the date the Secretary gives notice of final acceptance of the Project.

c. **Change in Public Use.** After the Project is completed and during the entire Useful Life Period, the Airport shall remain open for public use. Any change in the public use of the real property for the Project will require written approval from the Secretary.

d. **Recapture of State Investment.**

(i) During the first five (5) years of the Useful Life Period, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (c) above, then the Recipient shall pay to the Secretary one hundred percent (100%) of the funds invested in the Project.

(ii) Following the first five (5) years of the Useful Life Period and until the Useful Life Period expires, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (c) above, then the Recipient shall pay to the Secretary as recapture of funds invested in the Project an amount, which will be determined according to the following formula:

$$\frac{\text{Total Amount of State and/or Federal Funds Invested in the Project}}{\text{Entire Useful Life Period for the Project}} \times \frac{\text{Number of Full Years Remaining in the Useful Life Period at the Time of unauthorized change in use}}{\text{Recapture Amount}} =$$

(iii) Any payments due to the Secretary pursuant to this subparagraph (d) shall be made within ninety (90) days after receipt of billing from the Secretary's Chief of Fiscal Services unless an extension is granted by the Secretary.

21. **Utilities.** The Recipient will move or adjust, or cause to be moved or adjusted, all Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented. The expense of such removal or adjustment shall be borne by the owner or the Recipient.

ARTICLE V: GENERAL PROVISIONS

1. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Recipient and their successors in office.

2. **Certification of Compliance.** The Recipient agrees to certify that it is in compliance with K.S.A. 46-239(c) by signing the Certificate of Compliance Attachment, which is attached hereto and made a part of this Agreement.

3. **Certification Regarding No Boycott of Israel.** The Recipient agrees to certify that it is in compliance with K.S.A. §§75-3740e and 3740f, by signing the Certification of Company Not Engaged in a Boycott of Goods or Services from Israel Attachment, which is attached to and made a part of this Agreement.

4. **Certification Regarding Sexual Harassment.** The Recipient agrees to comply with Executive Order 18-04 (February 5, 2018), by signing the Policy Regarding Sexual Harassment Attachment, which is attached to and made a part of this Agreement.

5. **Civil Rights Act.** The "Civil Rights Act Attachment," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

6. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to the Project.
7. **Contractual Provisions.** The provisions found in the “Contractual Provisions Attachment (Form DA-146a)”, which is attached hereto, are incorporated into, and made a part of this Agreement.
8. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
9. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not deemed to control or affect the meaning or construction or the provisions herein.
10. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.
11. **No Assignment.** The Recipient shall not transfer or assign all or any rights or obligations existing under this Agreement without the prior written approval of the Secretary.
12. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
13. **Offer Expiration.** The Secretary’s offer to fund the Project, subject to the terms of this Agreement, is contingent upon the Recipient executing this Agreement on or before the Expiration Date. In the event the Recipient fails to execute this Agreement on or before the Expiration Date, the Secretary will not be obligated to fund the Project and the Secretary may cancel the Project. If the Recipient wishes to extend the Expiration Date, the Recipient must submit a written extension request to the Secretary at least forty-five (45) days prior to the Expiration Date. After receiving the request, the Secretary may extend the Expiration Date by providing written notice to the Recipient.
14. **Project Limits.** It is mutually agreed the Project will be constructed within the limits of the Airport.
15. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

Recipient

[Signature] 7/1/24
(Signature) (Date)

Ron Marsh
(Print Name)

City Manager
(Title)

Kansas Department of Transportation

[Signature] 7/9/24
Calvin E. Reed, P.E. (Date)
Secretary of Transportation

Approved as to form:

Form Approved	
By	LAD 07/05/2024
Legal Dept. KDOT	

1- *IDENTIFIERS*. Airport:

Abilene Municipal Airport - K78 ▼

2 - *IDENTIFIERS*. Airport Sponsor (airport board, city government, private ownership):

City of Abilene

3 - *IDENTIFIERS*. Sponsor's contact person (first name):

Leann

4 - *IDENTIFIERS*. Sponsor's contact person (last name):

Johnson

5 - *IDENTIFIERS*. Sponsor's contact person's title:

Finance Director

6 - *IDENTIFIERS*. Sponsor's email address:

leann@abilenecityhall.com

7 - *IDENTIFIERS*. Sponsor's phone number:

7852632550

8 - *IDENTIFIERS*. Sponsor's mailing address:

PO Box 519, Abilene, KS 67410

9 - *GRANT CONTRACT*. Type of grant:

- ☐ Design (95/5) (NOTE: Design is an independent grant category and must be submitted individually. Ex: if the total project cost is \$125,000 with \$25,000 worth of design, that project would require two separate applications: one for \$100,000, and another for \$25,000 for design.)
- ☐ Preservation (90/10 for infrastructure improvements, 85/15 for vertical development)
- ☒ Modernization (90/10 for geometric improvements, 50/50 for vertical development)
- ☐ Equipment and Facilities (50/50 for equipment, 90/10 for navigational facilities, 85/15 for non-navigational facilities)

Q30. Type of grant:

- ☐ Design (95/5) (NOTE: Design is an independent grant category and must be submitted individually. Ex: if the total project cost is \$125,000 with \$25,000 worth of design, that project would require two separate applications: one for \$100,000, and another for \$25,000 for design.)
- ☐ Preservation (90/10 for infrastructure improvements, 85/15 for vertical development)
- ☒ Modernization (90/10 for geometric improvements, 50/50 for vertical development)
- ☐ Equipment and Facilities (50/50 for equipment, 90/10 for navigational facilities, 85/15 for non-navigational facilities)

10 - GRANT CONTENT. Title of project:

Please use the following naming conventions:

- designate runway and taxiway names (Ex: *resurface Runway 17/35*)
- designate areas of related projects (Ex: *replace lights on left side of runway, replace lights on right side of runway*)
- if the project has two parts, use the same title with the tags attached (Ex: *(DESIGN) Pave Taxiway A, (CONSTRUCTION) Pave Taxiway A*)
- rank multiple applications from the same airport in order of need following this example: *(1) resurface Runway 17/35, (2) (DESIGN) Pave Taxiway A, (3) (CONSTRUCTION) Pave Taxiway A*. Please submit a single project per application.

T-Hangar

11 - GRANT CONTENT. Project Description:

The Abilene Airport is seeking funds to replace the City-owned T-Hangar that was destroyed on May 4, 2020. In 2020, the airport had 17-based aircraft (AFF Form 5010) and our T-Hangar was at full rental capacity, with 19 total airport spaces occupied. Without the T-Hangar, the airport only has 9 available spaces, private hangars on leased ground. Currently, we have 14-based aircraft. To maintain classification within the NPIAS and be eligible for FAA funds we have to maintain at least 10-based aircraft. Before the FAA will dedicate hangar funds, we must use entitlement and BIL funds for FAA compliance regulations with tree obstruction mitigation, an environmental assessment, an AGIS survey and a displaced threshold. With the current schedule of projects, FAA funding will not be available until 2025 for hangar design and 2026 for construction. We would like to use KDOT funding to build at least a 4-plane hangar that we will expand and build on with eligible FAA funding in the future.

12 - GRANT CONTENT. Number of new jobs created as a direct result of this airport improvement (Note: if using this box, a letter of agreement from company of employment will be required to be uploaded on a later page or the answer will be discarded):

13 - GRANT FINANCE. Total project cost:

14 - GRANT FINANCE. Requested KDOT contribution:

15 - GRANT FINANCE. Projected sponsor contribution:

UPLOADS:. Upload any additional media or supporting documentation. Ex: photos, airport layout drawings, letters of support, airport diagrams illustrating improvement areas (one file per question):

[Letter K78.pdf](#)

99.3KB
application/pdf

UPLOADS: . Upload any additional media or supporting documentation. Ex: photos, airport layout drawings, letters of support, airport diagrams illustrating improvement areas (one file per question):



[Master Layout Plan - Hangars 07-15-2020.png](#)

1.8MB
image/png

UPLOADS:. Upload any additional media or supporting documentation. Ex: photos, airport layout drawings, letters of support, airport diagrams illustrating improvement areas (one file per question):

[Hangar Inventory.pdf](#)

460.2KB

application/pdf

UPLOADS: Upload any additional media or supporting documentation. Ex: photos, airport layout drawings, letters of support, airport diagrams illustrating improvement areas (one file per question):



[IMG_20231017_084828849.jpg](#)

3.2MB

image/jpeg

UPLOADS: Upload any additional media or supporting documentation. Ex: photos, airport layout drawings, letters of support, airport diagrams illustrating improvement areas (one file per question):



[IMG_20231017_084710011.jpg](#)

4.8MB

image/jpeg

ACKNOWLEDGEMENT: It is understood that if this project is approved, the Kansas Department of Transportation will participate in the project cost at the rate identified in the KAIP Program Guidelines as published on the KDOT Aviation website (www.ksdot.org/divaviation). The Sponsor will be responsible for letting the contract for bids and supervising construction. The Sponsor is also responsible for all maintenance and sustainment of this airport improvement throughout the duration of grant assurances prescribed by contract.

☒ Yes

☐ No

Q29.

This concludes the application process.

Please click "Next" to submit this form.

Location Data

Location: [\(38.9371, -97.2063\)](#)

Source: GeolIP Estimation



CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239(c) ATTACHMENT

Kansas law (K.S.A. 46-239(c)) requires the Kansas Department of Transportation to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

Legislator name _____

Business phone _____

Address (Street, City, State, Zip Code)

Purpose of Employment: _____

Method of determining compensation: _____

or

X No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is part of this transaction.

By: X. Ma

Date: 7/1/24

Contract/
Project No: _____
(if applicable)

County: _____
(if applicable)

**CERTIFICATION OF COMPANY
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with K.S.A. 75-3740f, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in K.S.A. 75-3740e and 75-3740f.


Signature, Title of Contractor

7/1/24
Date

Ron Marsh
Printed

City of Abilene
Name of Company

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have read the above State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

City of Abilene
Contractor Name (Type or Print)

By:


Signature

Ron Marsh
Printed Name

City Manager
Title

7/1/24
Date

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration's nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



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, February 10, 2025

Session: Study Session

Topic: Storm Siren Replacement

Department: Fire Department

Staff Contact: Jeremy Stuck Asst. Fire Chief

Background:

- The Abilene Fire Department is updating a storm siren.
- The City of Abilene has 9 storm sirens.
- The oldest siren dates back to 1967.
- The newest siren was purchased in 2009.
- The manufacturer recommends replacement every 25 years.
- This would replace the siren located at KDOT.
- This siren would operate by battery backup in the event of a power loss.

Recommendation:

Approve the order of the Federal Signal Rotating Siren from Blue Valley Public Safety.

Fiscal Note:

\$31,259.65

Funding Source:

Fire Equipment Reserve

FEDERAL SIGNAL
Safety and Security Systems
Advancing security and well being.

2645 Federal Signal Drive
 University Park, Illinois 60484-0975
 800.548.7229
 www.fedsig.com

Contact Name: Asst. Fire Chief Jeremy Stuck

Customer: City of Abilene, KS

Address: 419 N Broadway

City: Abilene

State: KS

Zip: 67410

Phone: 785-263-1121

Cell: 785-202-1537

Fax: *

Email: jeremys@abilenecityhall.com

Notes: Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: ANS
122251517
 Please reference quote
 no. on your order
Date Quoted: 1/22/25

Item No.	Qty.	Model/Part No.	Description	Unit Price	Total
Electro-Mechanical Siren Equipment					
1	1	2001-130	ELECTRO-MECHANICAL ROTATING SIREN, 130 DB(C) 800HZ	\$ 9,642.00	\$ 9,642.00
2	1	DCFCBH	CNTL, DC, ONE-WAY, HIGH BAND	\$ 6,394.00	\$ 6,394.00
3	1	2001TRBP	TRANSFORMER RECTIFIER PLUS	\$ 3,097.00	\$ 3,097.00
Total Equipment				\$	19,133.00

Shipping					
4	1	ES-FREIGHT - Z2	Shipping Fees		\$ 956.65
Services					
5	1	TK-I-2001ACDC	2001 / Equinox / 508 / Eclipse-8 DC or AC-DC Standard Installation 4 Standard Batteries, Antenna, Bracket, and Cable 50' Class 2 Wood Pole	\$ 9,975.00	\$ 9,975.00
Total Services				\$	9,975.00

Total of Project \$ 30,064.65

Options					
6	1	BV-TRAFFIC	Traffic Control, if required	\$ 1,500.00	\$ 1,500.00
7	1	BV-Permit	Cost associated with electrical inspections / permits, if required. This does NOT include costs for getting the electrical service to the pole.	\$ 1,850.00	\$ 1,850.00
8	1	TK-IO-CUSREMOV	Removal Services, Custom	\$ 1,195.00	\$ 1,195.00

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. See attached Terms sheet.

Site Restoration is not included in this quote unless specifically called out above. As the site has typically not been determined at the time of quoting we cannot forecast what landscaping, seeding or backfilling will be required to restore a site. It is recommended to keep sites within 15' of a paved surface so as to avoid damage to landscaping at the time of installation and for future service.

Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment.

Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.

Traffic Control Clause: Traffic control, if required, will be an additional \$1,500.00 per site.

Permit Clause: Any special permits, licenses or fees will be additional.

FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

Classified Location Clause: No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.

Purchasing Portals / Services / Systems: A service charge of \$150 will be applied if seller is required to interact with payment portals or other systems except email to obtain purchase orders, submit invoices or otherwise secure payment for the services above.

Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Jeff E

Company: Blue Valley Public Safety Inc.

Address: P.O. Box 363 - 509 James Rollo Dr.

City, State, Zip: Grain Valley, MO 64029

Country: USA

Work Phone: 1-800-288-5120

Fax: 816-847-7513

Approved By: Dee W

Title: Office Manager

Delivery: 12-16 weeks

Freight Terms: FOB University Park

Terms:

Equipment, Net 30 Days upon receipt

Services, Net 30 Days as completed,

billed monthly. Net 30 will not be held

for installations.

\$31,259.65

*** Purchase Order MUST be made out to: ***

Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484

Purchase Order MUST be e-mailed, mailed or faxed to:

Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029 Fax: 816-847-7513

dee@bvpsonline.com

Contact Name: Asst. Fire Chief Jeremy Stuck

Customer: City of Abilene, KS

Address: 419 N Broadway

City: Abilene

State: KS

Zip: 67410

Phone: 785-263-1121

Cell: 785-202-1537

Fax: *

Email: jeremys@abilenecityhall.com

Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: FWS

122251517

**Please reference quote
no. on your order**

Date Quoted: 1/22/25

I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.

Signature:

Title:



8600 W. Bradley Road,
Milwaukee, WI 53224

Tel: (800) 243-2911
Tel: +1 414 358-8000
Fax: +1 414 358-8008
Web: www.americansignal.com

Sales Person: Logan Kehoe
Quote #: 250101LK
Date: 1/23/2025

Project: Replacement of 1 siren
Company: Abilene, KS

Address:
City, State, ZIP: Abilene, KS
Country: USA
Contact Name: Jeremy Stuck
Title: Asst Fire Chief
E-Mail: jeremys@abilenecityhall.com
Telephone: 785-263-1121
Mobile:
Other:

Item	Qty.	Model	American Signal Equipment	Unit	Extended Price
			T-128 AC/DC		
1	1	T-128-DC	Rotating Siren 129.5dB 48V DC Siren	\$ 10,544.00	\$ 10,544.00
2	1	TEMPEST™ AC/DC	AC/DC Motor Control 128 - UL Listed NEMA 4X Aluminum Powder Coated Gray	\$ 7,310.00	\$ 7,310.00
3	1	RTU--DC Door Mt.	RTU, Universal Controller, Panel Mount DC Tempest-MC's	\$ 822.00	\$ 822.00
5	1	KIT-DTMF	DTMF, Format Card	\$ 113.00	\$ 113.00
6	1	Radio	VHF Radio	\$ 1,017.00	\$ 1,017.00
7	1	Radio Interface cable	Radio Anterface	\$ 75.00	\$ 75.00
8	1	KIT-OMNI-ANT-7	Antenna, VHF, 35' coax Omni-Directional	\$ 195.00	\$ 195.00
9	1	KIT-ARR-2	Lightning Arrestor, VHF, PL-259	\$ 134.00	\$ 134.00
10	1	BATT-1 M	Battery, 12V, Group 24 - Set of (4) for TEMPEST™ 48Vdc DC Controls for T-121	\$ 602.00	\$ 602.00
11	1	PM-4	Pole Mount - Tempest T-128	\$ 212.00	\$ 212.00
21					
22			Installation		
23	1	Install	Assemble Components on Pole. Auger and Set Assembly. Service, Meter (if required) and Disconnect Brought to the Pole by Others. Underground Utility Locates by Others.	\$ 16,927.00	\$ 16,927.00
28			Rock Clause		
29		Rock Clause	During the Augering Process should Rock or some other impenetrable Substrate be encountered and a Pier Drilling Rig or Secondary Pole Site be Required an Additional Fee May Apply		\$ -
30			System Commissioning		
31	1	Commissioning	ASC Certified Installer to Perform Start Up and Commissioning of System. Provide One (1) Day of Operational and Maintenance Training on the System		\$ -
32			Shipping		
33			EXW:8600 W. Bradley Road, Milwaukee Wisconsin 53224		\$ -
35			Standard ASC Warranty Applies to Order		\$ 37,951.00
36			Taxes - Not Included		
37			Project Totals - US Funds		\$ 37,951.00

25% Due with order = \$ 9,487.75

Domestic Payment Terms:

All prices are in USD and Equipment Accounts are 25% due at time of order. (Engineering, Mobilization & Acquisition), 75% due Net 30 days upon shipment of equipment. If project is turn key installation contract 25% Down payment with 65% Net 30 days upon shipment of equipment to customer designated location or installers site with a 10% retainage. Net 10 days upon final start up and test of system. Payments tendered by Credit Card will be subject to a 4% processing Fee. Payment terms are subject to credit approval.

Validity: This quotation is valid for 30 days from date of issuance.

Shipping Terms: EXW Factory, 8600 W. Bradley Road, Milwaukee Wisconsin 53224 in accordance with Incoterms® 2010.

Installation services: If installation services are provided in contract, all change orders will be authorized in writing before work is performed outside of the scope of the contract. If during installation of a system we encounter rock that cannot be removed by standard drill and pier methods, all work will stop and the customer will be notified of the situation before work resumes. Special equipment required to penetrate the rock or other site conditions as well as relocation of the site/pole will continue on a cost plus basis once authorized in writing by the customer.

These are standard ASC Terms and Conditions and are not reflective of negotiated or proposed contract language under invitations to bid or final requests for proposals. All international orders require a full wire transfer of funds to our bank in Milwaukee, WI.



a division of Invena Corporation

Quote Number 46973

Quote Date: 01/28/25

414 N. Osborn
Mayfield, KS 67103
800-544-6038

416 E. 5th St.
Eureka, KS 67045
620-583-8630

Terms: **NET 30 - NET 30**

Bill To: **City of Abilene**
419 N Broadway
AbileneKS 67410
United States

Ship To: **City of Abilene**
419 N Broadway
AbileneKS 67410
United States

F.O.B.: **EXWORKS**

Ship Via: **PPAY & ADD**

Phone: **785-263-2550**

Fax:

Line #	Item	Description	Qty Ordered, UOM	Price, UOM	Extended Price
1	200086412	ASSY,SIREN VORTEX R4 SYSTEM & ELECTRONICS CABINET 1800 WATT 70dB AT 6000FT	1.00 EA	24,063.50 EA	24,063.50
2	200073402	CONTROLLER,RADIO ONE-WAY 10 DIGIT DTMF NARROW BAND VHF 138-174 MHz OPTION	1.00 EA	2,403.50 EA	2,403.50
3	200087036	BRACKET,MOUNT POLE TOP SIREN PTB	1.00 EA	1,235.00 EA	1,235.00
4	200083459	BATTERY,SIREN OMNI ALERT HORNET VORTEX	2.00 EA	234.20 EA	468.40

Note: Quote is valid for 60 days. Manufacturer warranty applies.

Sub-Total:	28,170.40
Misc. Charges:	0.00
Freight:	0.00
Tax:	0.00
Total:	28,170.40

Order Comments: **NOTE: QUOTE DOES NOT INCLUDE LABOR, UTILITY POLE(S) OR SHIPPING. THIS WILL BE SENT IN A SEPARATE QUOTE.**

Quote Date: 01/28/25

Page: 10 of 2



a division of Invena Corporation

Quote Number 47018

Quote Date: 02/03/25

414 N. Osborn
Mayfield, KS 67103
800-544-6038

416 E. 5th St.
Eureka, KS 67045
620-583-8630

Terms: **NET 30 - NET 30**

Bill To: **City of Abilene**
419 N Broadway
AbileneKS 67410
United States

Ship To: **City of Abilene**
419 N Broadway
AbileneKS 67410
United States

F.O.B.: **EXWORKS**

Ship Via: **PPAY & ADD**

Phone: **785-263-2550**

Fax:

Line #	Item	Description	Qty Ordered, UOM	Price, UOM	Extended Price
1	200087308	INSTALL,TORNADO SIREN POLE PROJECT ABILENE KS	1.00 EA	5,175.00 EA	5,175.00
INCLUDES REMOVAL OF OLD UNIT, INSTALLATION OF NEW POLE & POWER READY					
2	MISC	MISCELLANEOUS SUPPLIES	1.00 EA	1,600.00 EA	1,600.00
MISC SUPPLIES INCLUDE CONDUIT AND LABOR					

Note: Quote is valid for 60 days. Manufacturer warranty applies.

Sub-Total:	6,775.00
Misc. Charges:	0.00
Freight:	0.00
Tax:	0.00
Total:	6,775.00

Order Comments:

Total \$ 34,945.40



City Commission

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Vice-Mayor

John Kollhoff
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Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

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Shayla Mohr
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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, February 10, 2025

Session: Study Session

Topic: NE 15th St Drainage Study

Department: Public Works

Staff Contact: City Engineer

Background:

This is for the area bounded by:
Charles Road on the north
Brady Street on the east
Old U.S. 40 on the south
N. Olive Street on the west

Drainage has been a problem for many years. At the August 12, 2024 City Commission meeting, the Governing Body approved an agreement for the City Engineers, Olsson, to conduct a drainage study of the area and to provide potential options the governing body could potentially pursue to alleviate the drainage issues. At the November 25, 2024 City Commission study session, the attached study was discussed. The City Commission directed the City Engineer to look at a couple more options regarding another detention basin location and an alternative routing for storm sewer:

Shifting the drainage (red in the attached document) is not feasible as the proposed detention basin in A1 cannot handle the additional drainage. It would shift stormwater towards areas that aren't receiving it now. The basin cannot handle the 100-year storm when adding the drainage from the east.

There is potential for an additional detention basin in the blue area. It cannot contain the full 100-year storm, but we could grade in an overflow path that sends the water to the same place it is going now. So for storms less than the 100-year event, some detention benefits could be realized. Updated cost estimates for the 3 options are attached.

Option 1: Underground Storm Sewer with no Detention

Option 2: One Detention Basin in A1

Option 3: Two Detention Basins in A1 and D3 (some drainage areas were renamed as we got into the analysis)

Jared Loomis from Olsson will be present to discuss the options and answer questions.

Recommendation:

Based on the facts and other information from the study, the recommendation is for the Governing Body to select an option to proceed to final design to alleviate the existing drainage issues.

Fiscal Note:

See engineer's opinion of probable cost

Funding Source: Stormwater Drainage Fund 027 and/or bonds

ENGINEER'S OPINION OF PROBABLE COST



Date: 2/6/2025

Client: City of Abilene
Project: Abilene Storage Facility Drainage Area Map
Project Number: M22-00584

OPTION 1 - STORM SEWER

	Item	Quantity	Unit	Unit Cost \$	Cost \$
	Street Construction				
1	Mobilization	1	LS	\$ 65,000.00	\$ 65,000.00
2	Clearing & Grubbing	1	LS	\$ 10,000.00	\$ 10,000.00
3	Demolition & Removals	1	LS	\$ 3,000.00	\$ 3,000.00
4	Contractor Construction Staking	1	LS	\$ 10,000.00	\$ 10,000.00
5	6" Asphalt Pavement	1,950	SY	\$ 50.00	\$ 97,514.11
6	6" Concrete Pavement	916	SY	\$ 65.00	\$ 59,572.43
7	8" Gravel Pavement - AB-3	342	SY	\$ 25.00	\$ 8,554.25
8	4" Aggregate Base - AB-3 (below roadway)	1,950	SY	\$ 11.00	\$ 21,453.10
9	Seeding	18,613	SF	\$ 0.25	\$ 4,653.15
10	Full Height Curb & Gutter	2,130	LF	\$ 25.00	\$ 53,250.00
11	Temporary Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00
12	Fencing	130	LF	\$ 35.00	\$ 4,550.00
13	Utility Relocation	1	LS	\$ 50,000.00	\$ 50,000.00
Street Construction Subtotal					\$ 402,547.04
	Storm Sewer Construction				
14	4'x4' Junction Box	3	EA	\$ 8,450.00	\$ 25,350.00
15	4'x4' Area Inlet	1	EA	\$ 6,500.00	\$ 6,500.00
16	7.5'x4' Setback Curb Inlet	12	EA	\$ 10,250.00	\$ 123,000.00
17	10'x5' Setback Curb Inlet	2	EA	\$ 12,500.00	\$ 25,000.00
18	15" RCP	263	LF	\$ 65.00	\$ 17,090.45
19	18" RCP	504	LF	\$ 70.00	\$ 35,307.30
20	24" RCP	751	LF	\$ 80.00	\$ 60,073.60
21	36" RCP	880	LF	\$ 120.00	\$ 105,542.40
22	24"x38" HERCP	468	LF	\$ 150.00	\$ 70,155.00
Storm Sewer Construction Subtotal					\$ 468,018.75
Total Construction Subtotal					\$ 870,565.79
Contingency (20%)					\$ 174,113.16
Survey and Engineering					\$ 70,000.00
Property Acquisition					\$ 20,000.00
Total Cost					\$ 1,134,678.95

The Engineer, using his or her professional judgment, has developed this stated Opinion of Probable Construction Cost based upon the design status identified above. Development of this Opinion has included consideration of design input level; however, the circumstances under which the work is expected to be undertaken, the cost and availability of materials, labor and services, probable bidder response and the economic conditions at the time of bid solicitation are beyond the control of the Engineer and will impact actual bid costs. Should bidding be delayed, these costs should be reviewed and, if necessary, adjusted to a more applicable *Engineering News Record* Construction Cost Index.

ENGINEER'S OPINION OF PROBABLE COST



Date: 2/6/2025

Client: City of Abilene
Project: Abilene Storage Facility Drainage Area Map
Project Number: M22-00584

OPTION 2 - ONE DETENTION BASIN

Item		Quantity	Unit	Unit Cost \$	Cost \$
Storm Sewer Construction					
1	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00
2	Clearing & Grubbing	1	LS	\$ 7,500.00	\$ 7,500.00
3	Contractor Construction Staking	1	LS	\$ 2,500.00	\$ 2,500.00
4	Unclassified Excavation (Cut)	900	CY	\$ 35.00	\$ 31,500.00
5	15" RCP	250	LF	\$ 65.00	\$ 16,250.00
6	10" HDPE	300	LF	\$ 45.00	\$ 13,500.00
7	Fencing	150	LF	\$ 35.00	\$ 5,250.00
8	Retaining Wall	150	SFF	\$ 75.00	\$ 11,250.00
9	Seeding	200	SF	\$ 50.00	\$ 10,000.00
10	8" Gravel Pavement - AB-3	500	SY	\$ 25.00	\$ 12,500.00
11	6" Concrete Pavement - Trickle Channel	80	SY	\$ 65.00	\$ 5,200.00
12	10" FES	2	EA	\$ 1,500.00	\$ 3,000.00
13	15" FES	1	EA	\$ 2,000.00	\$ 2,000.00
14	Outlet Structure	1	EA	\$ 7,500.00	\$ 7,500.00
15	4'X4' Area Inlet	1	EA	\$ 6,500.00	\$ 6,500.00
16	18" Nyloplast Drainage Basin	1	EA	\$ 5,000.00	\$ 5,000.00
17	24" Nyloplast Drainage Basin	1	EA	\$ 5,000.00	\$ 5,000.00
18	Utility Relocation	1	LS	\$ 15,000.00	\$ 15,000.00
Storm Sewer Construction Subtotal					\$ 184,450.00
Contingency (20%)					\$ 36,890.00
Engineering					\$ 27,670.00
Property Acquisition					\$ 75,000.00
TOTAL COST					\$ 324,010.00

The Engineer, using his or her professional judgment, has developed this stated Opinion of Probable Construction Cost based upon the design status identified above. Development of this Opinion has included consideration of design input level; however, the circumstances under which the work is expected to be undertaken, the cost and availability of materials, labor and services, probable bidder response and the economic conditions at the time of bid solicitation are beyond the control of the Engineer and will impact actual bid costs. Should bidding be delayed, these costs should be reviewed and, if necessary, adjusted to a more applicable *Engineering News Record* Construction Cost Index.

ENGINEER'S OPINION OF PROBABLE COST



Date: 2/6/2025

Client: City of Abilene
Project: Abilene Storage Facility Drainage Area Map
Project Number: M22-00584

OPTION 3 - TWO DETENTION BASINS

Item		Quantity	Unit	Unit Cost \$	Cost \$
Storm Sewer Construction					
1	Mobilization	1	LS	\$ 40,000.00	\$ 40,000.00
2	Clearing & Grubbing	1	LS	\$ 15,000.00	\$ 15,000.00
3	Contractor Construction Staking	1	LS	\$ 5,000.00	\$ 5,000.00
4	Unclassified Excavation (Cut)	1,463	CY	\$ 35.00	\$ 51,187.50
5	15" RCP	475	LF	\$ 65.00	\$ 30,875.00
6	10" HDPE	300	LF	\$ 45.00	\$ 13,500.00
7	Retaining Wall	150	SFF	\$ 75.00	\$ 11,250.00
8	Fencing	425	LF	\$ 35.00	\$ 14,875.00
9	Seeding	400	SF	\$ 50.00	\$ 20,000.00
10	8" Gravel Pavement - AB-3	500	SY	\$ 25.00	\$ 12,500.00
11	6" Concrete Pavement - Trickle Channel	160	SY	\$ 65.00	\$ 10,400.00
12	6" Concrete Pavement - Pavement Replacement	185	SY	\$ 85.00	\$ 15,725.00
13	10" FES	2	EA	\$ 1,500.00	\$ 3,000.00
14	15" FES	2	EA	\$ 2,000.00	\$ 4,000.00
15	Outlet Structure	2	EA	\$ 7,500.00	\$ 15,000.00
16	4'X4' Area Inlet	1	EA	\$ 6,500.00	\$ 6,500.00
17	18" Nyloplast Drainage Basin	1	EA	\$ 5,000.00	\$ 5,000.00
18	24" Nyloplast Drainage Basin	1	EA	\$ 5,000.00	\$ 5,000.00
19	Utility Relocation	1	LS	\$ 40,000.00	\$ 40,000.00
Storm Sewer Construction Subtotal					\$ 318,812.50
Contingency (20%)					\$ 63,762.50
Engineering					\$ 38,260.00
Property Acquisition					\$ 150,000.00
TOTAL COST					\$ 570,835.00

The Engineer, using his or her professional judgment, has developed this stated Opinion of Probable Construction Cost based upon the design status identified above. Development of this Opinion has included consideration of design input level; however, the circumstances under which the work is expected to be undertaken, the cost and availability of materials, labor and services, probable bidder response and the economic conditions at the time of bid solicitation are beyond the control of the Engineer and will impact actual bid costs. Should bidding be delayed, these costs should be reviewed and, if necessary, adjusted to a more applicable *Engineering News Record* Construction Cost Index.

NE 15TH STREET DRAINAGE STUDY

Prepared for:
City of Abilene

Submittal Date: November 2024

Olsson Project No. 022-00584-M



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APPENDICES

Appendix A: Exhibits

Appendix B: Design Information

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1. GENERAL INFORMATION

This drainage study is being submitted to the City of Abilene, based on the City's request for analysis of an existing drainage issue near NE 15th Street. The study includes the conceptual design of a new underground storm sewer system and also determined the viability of a proposed detention basin that would reduce stormwater flowrates.

1.1. Project Location and Description

The primary location of the drainage analysis is 410 N 15th Street. It is an existing residence that has flooding issues on its property. The drainage issues also continue to downstream properties. The residence sits northwest of the storage facilities that are accessed off NE 14th Street. The surrounding area consists of residential neighborhoods to the west and north, with a mix of commercial and industrial land use to the south and east. The overall drainage basin is fully developed and generally drains northeast to the Brady Street and Charles Rd intersection.

1.2. Study Purpose & Guidelines

The purpose of this study is to provide two conceptual design options to alleviate the drainage issue occurring at 410 N 15th Street. One option is extending a new underground storm system from Brady and Charles up to N Campbell Street. A second option is a detention basin in the open lot north of the residence, that would outlet to an underground pipe that would discharge to the surface at N 16th Street. The storm sewer system and detention were designed to convey runoff rates in the 10-year design storm, per the City of Abilene's drainage criteria. Where the 10-year runoff rates could not be conveyed underground, pipe sizes were maximized to convey as much runoff as possible while maintaining minimum cover and slope requirements for the pipes.

Watershed boundaries were delineated for the study area using detailed ground survey in combination with LiDAR elevation information. Existing drainage area maps can be found in Appendix A. The detailed ground survey was also utilized in the design and layout of the stormwater improvements.

Time of Concentration's (Tc) were generated for each drainage area using the method as outlined in the city's stormwater design manual. They were calculated based on a combination of overland flow and channel flow. Per point E.4 from the design manual, if the Tc for a watershed was calculated at less than 15 minutes, 15 minutes should be used. The Rational and Modified Rational methods were used for the 2-year, 10-year, and 100-year hydrological evaluation and routing of hydrographs. All hydrologic and hydraulic evaluation was performed using Hydraflow Hydrographs Extension for Autodesk Civil 3D. Detailed design information and routing information can be found in Appendix B.

Soil classifications were obtained from the Natural Resource Conservation Service's website by utilizing the Web Soil Survey feature. The site soil composition and classification for the entire area can be found in Appendix C.

Using the obtained soil classifications in combination with existing land uses, runoff coefficients (C) were calculated for each individual drainage area using criteria from the Abilene standards. A summary of hydrology information can be found in Appendix B.

2. HYDROLOGIC/HYDRAULIC ANALYSES

2.1. Existing Conditions

The overall drainage area generally drains from 14th Street to the north and east towards the intersection of Charles Road and Brady Street. Existing storm sewer collects the stormwater and routes toward the existing channel to the north. Existing drain areas were split along ridge lines as well as by street and collection areas. The overall area draining to the Charles and Brady intersection is approximately 32.73 acres.

The existing drainage area map can be found in Appendix A. A summary of the existing hydrology information for the site can be found in the table below.

Table 1: Existing Drainage Conditions

Watershed	Area (AC)	C	Tc (min)
A1	1.61	0.60	15.0
B1	1.56	0.60	15.0
C1	4.38	0.60	15.0
D1	1.01	0.60	15.0
E1	2.49	0.60	15.0
F1	12.04	0.60	15.0
G1	0.15	0.60	15.0
H1	0.78	0.60	15.0
I1	0.14	0.60	15.0
J1	3.35	0.60	15.0
K1	1.35	0.60	15.0
L1	2.98	0.60	15.0
M1	0.14	0.60	15.0
N1	1.10	0.60	15.0

Table 2: Existing Rational Method Runoff Rates

Watershed	2-Year Design Storm (cfs)	10-Year Design Storm (cfs)	100-Year Design Storm (cfs)
A1	3.46	5.00	7.45
B1	3.35	4.85	7.22
C1	9.42	13.61	20.26
D1	2.17	3.14	4.67
E1	5.35	7.74	11.52
F1	25.89	37.42	55.68
G1	0.32	0.47	0.69
H1	1.68	2.42	3.61
I1	0.30	0.44	0.65
J1	7.23	10.44	15.54
K1	2.90	4.20	6.24
L1	6.41	9.26	13.78
M1	0.30	0.44	0.65
N1	2.37	3.42	5.09

2.2. Proposed Option 1

As mentioned in the study purpose section, one proposed option to alleviate the drainage issues is to install underground storm sewer from the Charles and Brady intersection up to NE 15th Street. Storm sewer improvements would be installed within city right-of-way until reaching NE 15th Street. From there, storm sewer pipes and inlets would be install through private property. Grading in the backyard of 410 N 15th Street would be required to drain stormwater to an area inlet. The improvements planned outside of city right-of-way would require easements to be obtained by the city.

Due to the significant drainage area collected by the planned underground storm sewer, the 10-year design storm could not be conveyed within the system, without upsizing the existing pipes downstream of the project limits. Therefore, pipe sizes were maximized while maintaining minimum requirements for pipe slope and minimum cover over the pipes. This resulted in the system being designed for the 2-year design storm from the Brady and Charles intersection to the Wildcat and Charles intersection. From that point, the underground system is designed for the 10-year design storm. A preliminary cost estimate for Proposed Option 1 has been generated and is included in Appendix A. A map showing the improvements for Option 1 can be found on Exhibit 2.

2.3. Proposed Option 2

A second proposed option was the design of a detention basin that would discharge to the surface where Wildcat Street turns to the north. The same improvements would be planned in the backyard of the 410 N 15th Street residence, but then the underground storm sewer would empty into a detention basin on the vacant 1501 N Campbell Street lot. Stormwater would be detained in the basin and discharge through a 10-inch HDPE pipe that runs east through the 419 NE 14th Street lot. From there it would turn north and transition from a pipe to a concrete flume and drain into the existing street at Wildcat Drive. The proposed detention basin and stormwater improvements for Option 2 can be found on Exhibit 3. Option 2 would require more easement and property acquisition to be required.

As stated above, the project area is fully developed. Therefore, the proposed detention basin was designed to reduce the 10-year flow rate to what it was estimated to be prior to development of the area. A summary of results can be found in the table below.

Table 3: Detention Pond Results

	Flowrate In (cfs)	Flowrate Out (cfs)	Peak WSEL	Peak Volume (cu-ft)
2-Year	3.46	1.77	1194.45	905
10-Year	5.00	2.16	1195.36	2,129
100-Year	7.45	2.59	1196.55	4,598

A comparison of runoff rates for the A1 drainage area can be found in the table below.

Table 4: Drainage Area A1 Runoff Rate Comparison

Design Storm	Pre-Development Flow (cfs)	Current Flow (cfs)	Proposed Flow (cfs)	Change In Flow (Proposed – PreDev) (%)
2-Year	1.73	3.46	1.78	2.9%
10-Year	2.50	5.00	2.16	-13.6%
100-Year	3.72	7.45	2.59	-30.3%

A preliminary cost estimate for Proposed Option 2 has been generated and is included in Appendix A.

3. CONCLUSIONS AND RECOMMENDATIONS

To alleviate the drainage issue occurring at 410 N 15th Street, two different options are proposed. Option 1 represents the installation of underground storm sewer from the Charles and Brady intersection up to the project area. Option 1 has an estimated overall project cost of \$1,110,295. Option 2 represents the installation of a detention basin that would reduce runoff rates before discharging to the surface at N Wildcat Street. Option 2 has an estimated overall project cost of \$245,370. Both estimates include costs for construction contingency, engineering design, and property acquisition.

Based on these facts and other information provided herein, we recommend that an option be selected to proceed to final design to alleviate the existing drainage issues.

APPENDIX A:

Exhibits

DWG: F:\2022\00501-01000\022-00584-M 40-Design\Reports\SDN\Drainage Study\Abilene Storage Facility_Drainage Area Map.dwg
DATE: 2/26/20 USER: chm

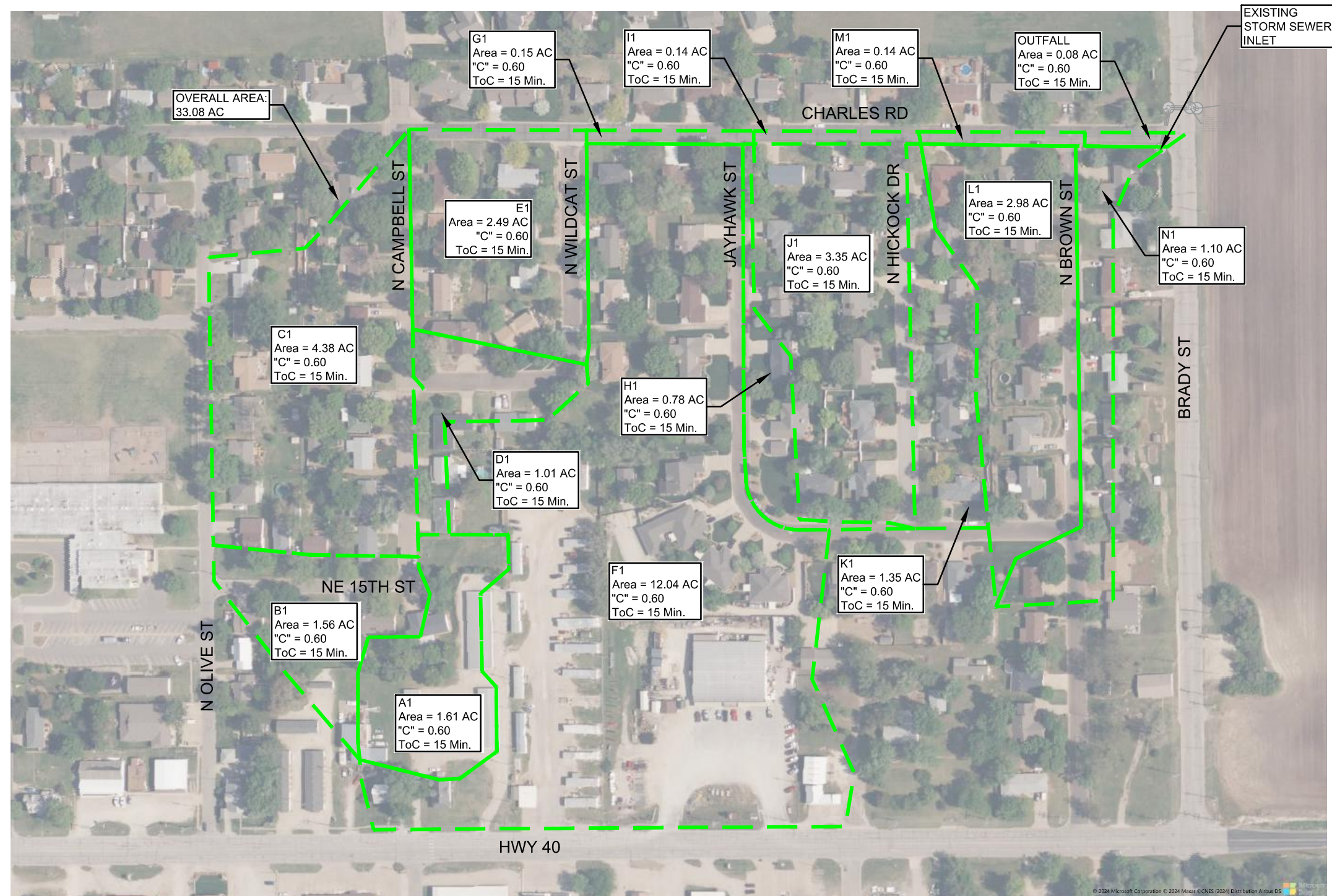


EXHIBIT 1: DRAINAGE AREA MAP

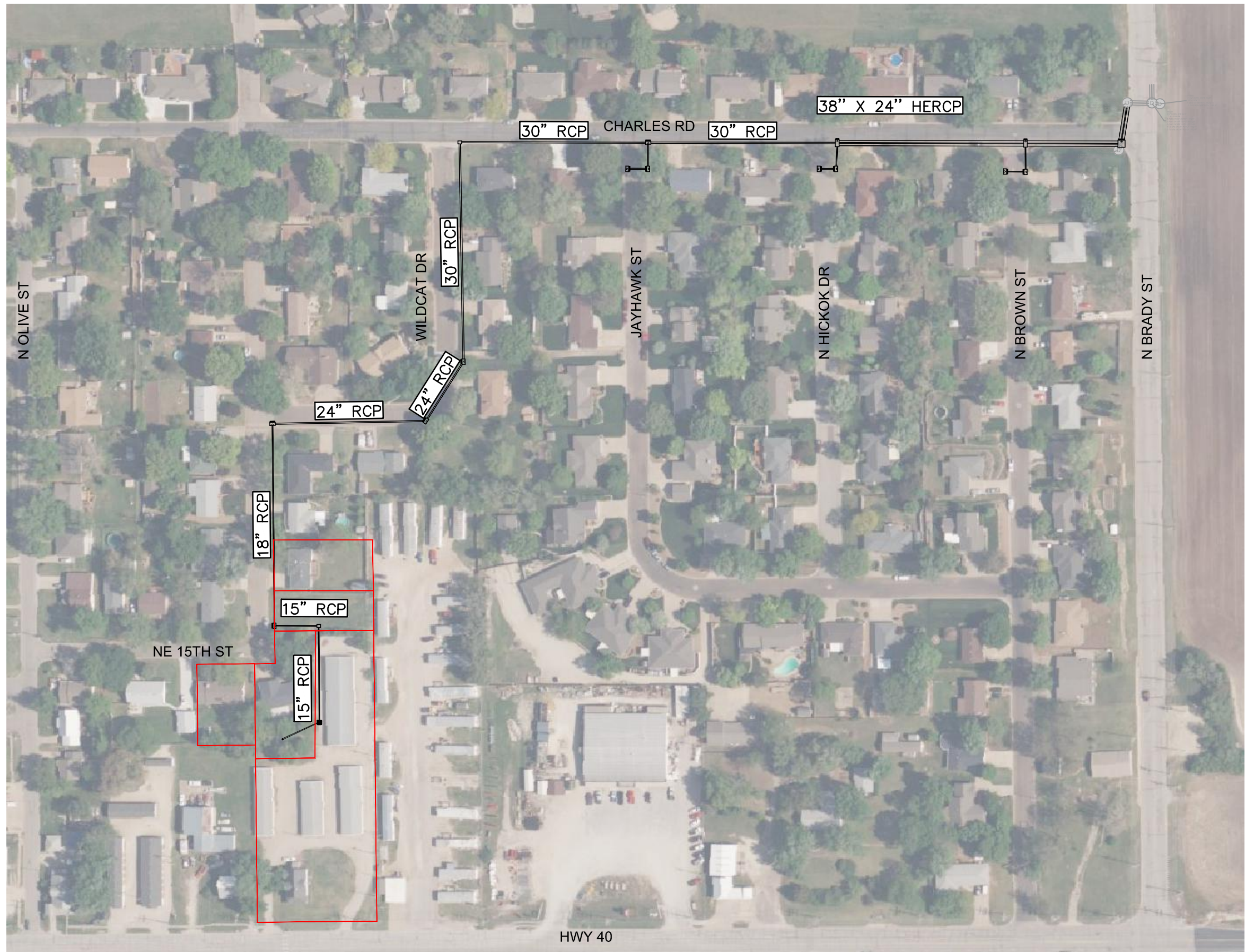
olsson

302 S. 4th Street, Suite 110
Manhattan, Kansas 66502

TEL 785.539.6900

www.olsson.com

DWG: F:\2022\00501-01000\022-00584-M\40-Design\Reports\SDN\Drainage Study\Abilene Storage Facility_Drainage Area Map.dwg
DATE: 2/26/20 USER: jcomis



LEGEND

 PROPERTY REQUIRING EASEMENT

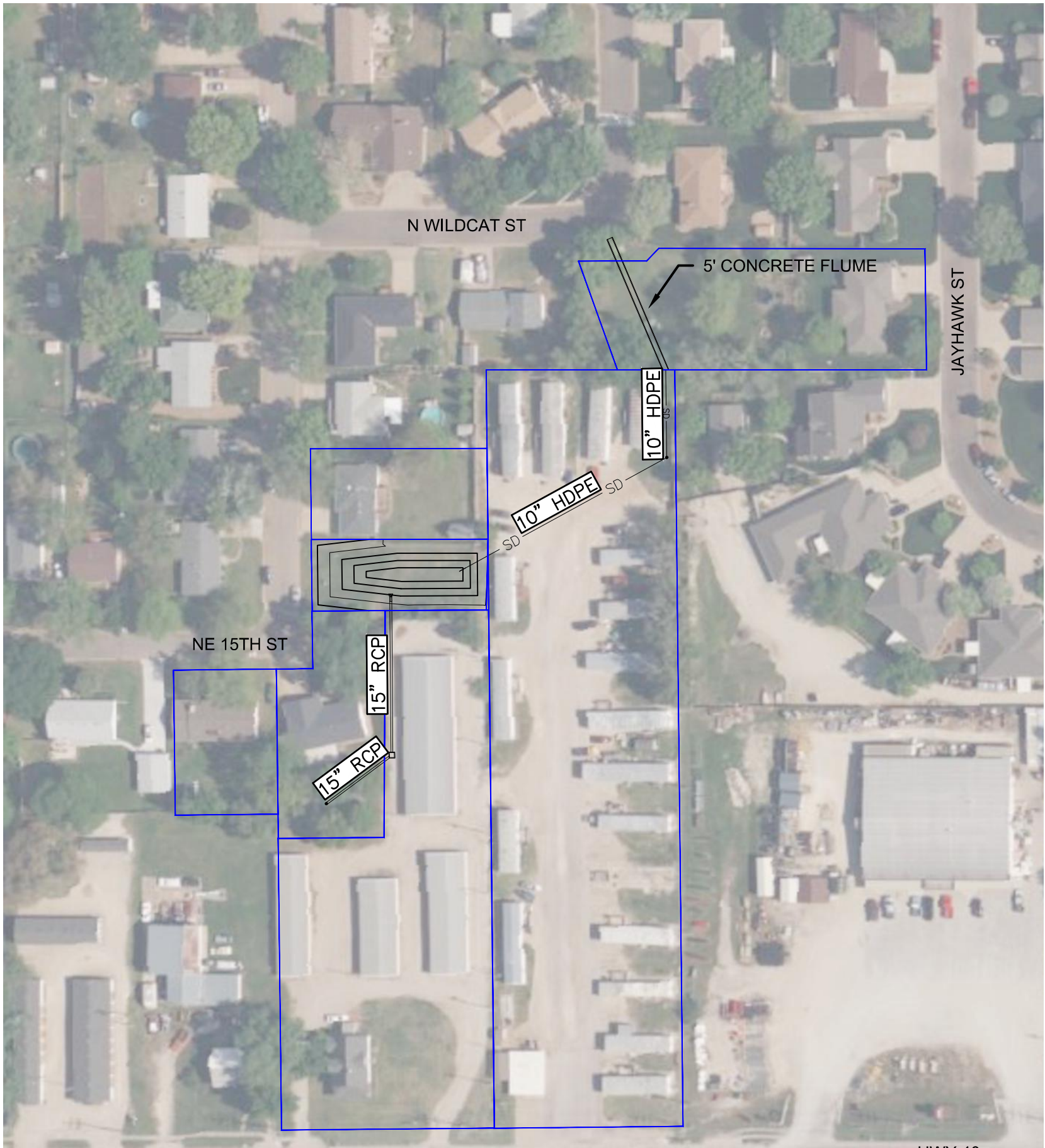


olsson

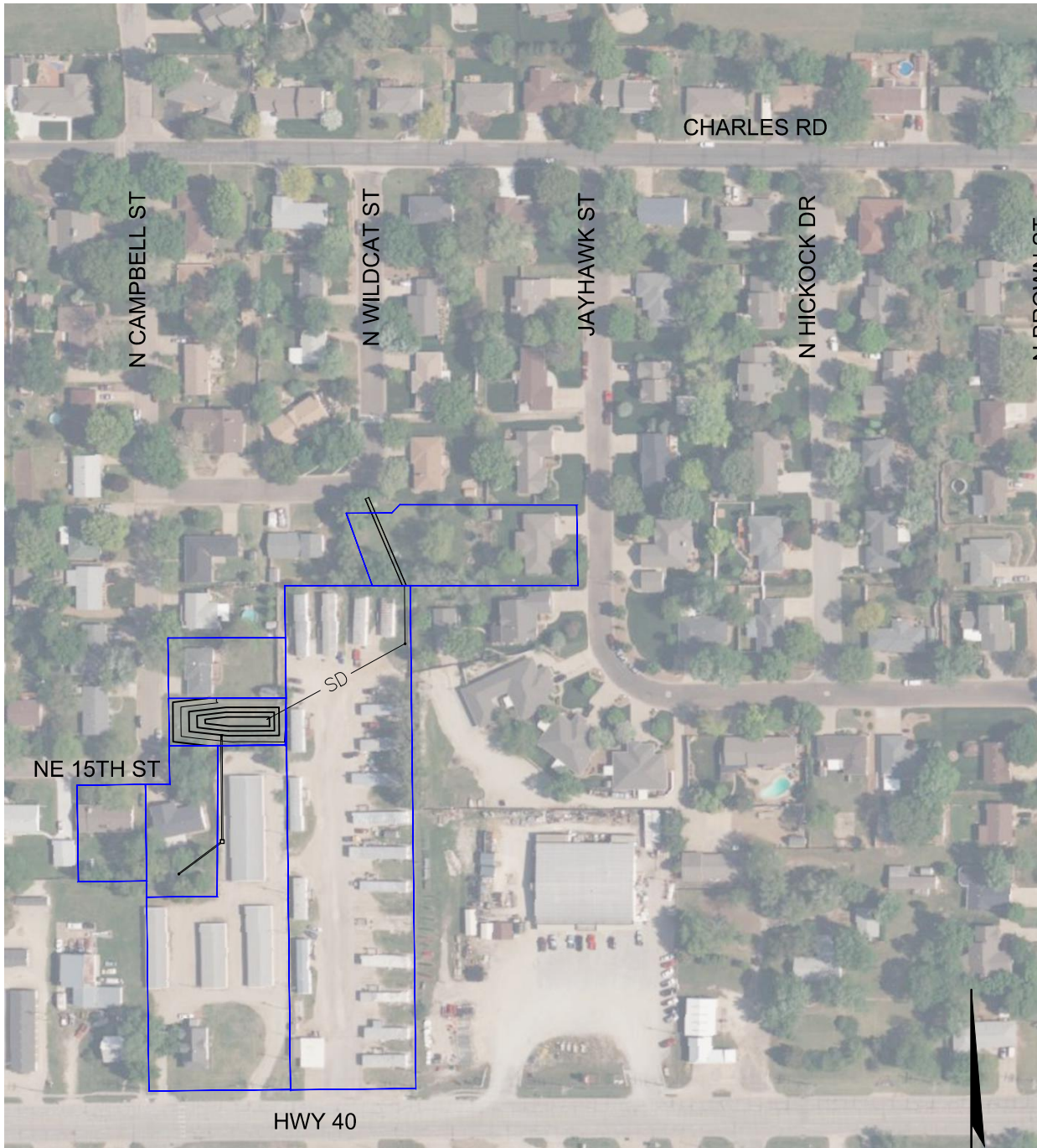
302 S. 4th Street, Suite 110
Manhattan, Kansas 66502
TEL 785.539.6900
www.olsson.com

EXHIBIT 2: PROPOSED OPTION 1

DWG: F:\2022\00501-01000\022-00584-M\40-Design\Reports\SDN\Drainage Study\Abilene Storage Facility_Drainage Area Map.dwg
DATE: 2/26/20 USER: jcomis



PROPOSED DETENTION BASIN
Scale: 1"=100'



OVERALL PROJECT SITE
Scale: 1"=200'

LEGEND

PROPERTY REQUIRING
EASEMENT

EXHIBIT 3: PROPOSED OPTION 2

olsson

302 S. 4th Street, Suite 110
Manhattan, Kansas 66502
TEL 785.539.6900
www.olsson.com

ENGINEER'S OPINION OF PROBABLE COST



Date: 11/6/2024

Client: City of Abilene
Project: Abilene Storage Facility Drainage Area Map
Project Number: M22-00584

OPTION 1

Item		Quantity	Unit	Unit Cost \$	Cost \$
Street Construction					
1	Mobilization	1	LS	\$ 65,000.00	\$ 65,000.00
2	Clearing & Grubbing	1	LS	\$ 10,000.00	\$ 10,000.00
3	Demolition & Removals	1	LS	\$ 3,000.00	\$ 3,000.00
4	Contractor Construction Staking	1	LS	\$ 10,000.00	\$ 10,000.00
5	6" Asphalt Pavement	1,868	SY	\$ 50.00	\$ 93,424.28
6	6" Concrete Pavement	865	SY	\$ 65.00	\$ 56,209.91
7	8" Gravel Pavement - AB-3	342	SY	\$ 25.00	\$ 8,554.25
8	4" Aggregate Base - AB-3 (below roadway)	1,868	SY	\$ 11.00	\$ 20,553.34
9	Seeding	19,364	SF	\$ 0.25	\$ 4,841.09
10	Full Height Curb & Gutter	2,130	LF	\$ 25.00	\$ 53,250.00
11	Temporary Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00
12	Fencing	130	LF	\$ 35.00	\$ 4,550.00
13	Utility Relocation	1	LS	\$ 50,000.00	\$ 50,000.00
Street Construction Subtotal					\$ 394,382.86
Storm Sewer Construction					
14	4'x4' Junction Box	2	EA	\$ 8,450.00	\$ 16,900.00
15	4'x4' Area Inlet	1	EA	\$ 6,500.00	\$ 6,500.00
16	7.5'x4' Setback Curb Inlet	11	EA	\$ 10,250.00	\$ 112,750.00
17	10'x5' Setback Curb Inlet	2	EA	\$ 12,500.00	\$ 25,000.00
18	15" RCP	75	LF	\$ 65.00	\$ 4,873.70
19	18" RCP	403	LF	\$ 70.00	\$ 28,186.90
20	24" RCP	399	LF	\$ 80.00	\$ 31,925.60
21	30" RCP	880	LF	\$ 100.00	\$ 87,952.00
22	36" RCP	701	LF	\$ 120.00	\$ 84,120.00
23	24"x38" HERCP	468	LF	\$ 150.00	\$ 70,155.00
Storm Sewer Construction Subtotal					\$ 468,363.20
Total Construction Subtotal					\$ 862,746.06
Contingency (20%)					\$ 172,549.21
Survey and Engineering					\$ 65,000.00
Property Acquisition					\$ 10,000.00
Total Cost					\$ 1,110,295.28

The Engineer, using his or her professional judgment, has developed this stated Opinion of Probable Construction Cost based upon the design status identified above. Development of this Opinion has included consideration of design input level; however, the circumstances under which the work is expected to be undertaken, the cost and availability of materials, labor and services, probable bidder response and the economic conditions at the time of bid solicitation are beyond the control of the Engineer and will impact actual bid costs. Should bidding be delayed, these costs should be reviewed and, if necessary, adjusted to a more applicable *Engineering News Record* Construction Cost Index.

ENGINEER'S OPINION OF PROBABLE COST



Date: 11/6/2024

Client: City of Abilene
Project: Abilene Storage Facility Drainage Area Map
Project Number: M22-00584

OPTION 2

Item		Quantity	Unit	Unit Cost \$	Cost \$
Storm Sewer Construction					
1	Unclassified Excavation (Cut)	900	CY	\$ 35.00	\$ 31,500.00
2	15" RCP	250	LF	\$ 65.00	\$ 16,250.00
3	10" HDPE	300	LF	\$ 45.00	\$ 13,500.00
4	Fencing	150	LF	\$ 35.00	\$ 5,250.00
5	Seeding	200	SF	\$ 50.00	\$ 10,000.00
6	8" Gravel Pavement - AB-3	500	SY	\$ 25.00	\$ 12,500.00
7	6" Concrete Pavement	80	SY	\$ 65.00	\$ 5,200.00
8	12" FES	1	EA	\$ 1,500.00	\$ 1,500.00
9	18" FES	2	EA	\$ 2,000.00	\$ 4,000.00
10	4'X4' Area Inlet	1	EA	\$ 6,500.00	\$ 6,500.00
11	18" Nyloplast Drainage Basin	1	EA	\$ 5,000.00	\$ 5,000.00
12	24" Nyloplast Drainage Basin	1	EA	\$ 5,000.00	\$ 5,000.00
13	Utility Relocation	1	LS	\$ 10,000.00	\$ 10,000.00
Storm Sewer Construction Subtotal					\$ 126,200.00
Contingency (20%)					\$ 25,240.00
Engineering					\$ 18,930.00
Property Acquisition					\$ 75,000.00
TOTAL COST					\$ 245,370.00

The Engineer, using his or her professional judgment, has developed this stated Opinion of Probable Construction Cost based upon the design status identified above. Development of this Opinion has included consideration of design input level; however, the circumstances under which the work is expected to be undertaken, the cost and availability of materials, labor and services, probable bidder response and the economic conditions at the time of bid solicitation are beyond the control of the Engineer and will impact actual bid costs. Should bidding be delayed, these costs should be reviewed and, if necessary, adjusted to a more applicable *Engineering News Record* Construction Cost Index.

APPENDIX B:

Design Information

Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	Rational	3.354	1	15	3,019	-----	-----	-----	B1
2	Rational	9.418	1	15	8,476	-----	-----	-----	C1
3	Rational	5.354	1	15	4,819	-----	-----	-----	E1
4	Rational	0.172	1	15	155	-----	-----	-----	EX1 (OUTFALL)
5	Rational	25.89	1	15	23,299	-----	-----	-----	F1
6	Rational	0.323	1	15	290	-----	-----	-----	G1
7	Rational	1.677	1	15	1,509	-----	-----	-----	H1
8	Rational	0.301	1	15	271	-----	-----	-----	I1
9	Rational	7.225	1	15	6,502	-----	-----	-----	J1
10	Rational	2.903	1	15	2,612	-----	-----	-----	K1
11	Rational	6.408	1	15	5,767	-----	-----	-----	L1
12	Rational	2.365	1	15	2,129	-----	-----	-----	N1
13	Rational	0.301	1	15	271	-----	-----	-----	M1
14	Rational	2.172	1	15	1,955	-----	-----	-----	D1
15	Mod. Rational	1.728	1	15	3,220	-----	-----	-----	A1 - MODIFIED RATIONAL
16	Reservoir	1.583	1	32	3,214	15	1194.07	484	Option 2 Pond
17	Rational	3.462	1	15	3,116	-----	-----	-----	A1
18	Rational	1.731	1	15	1,558	-----	-----	-----	A1 - PRE-DEV
Abilene Drainage Study Hydrograph CH (Updated Period 2018 to 2024)					Reg Area 18 TCC grow			Friday, 11 / 8 / 2024	

Hydrograph Report

Hyd. No. 1

B1

Hydrograph type	= Rational	Peak discharge	= 3.354 cfs
Storm frequency	= 2 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 3,019 cuft
Drainage area	= 1.560 ac	Runoff coeff.	= 0.6
Intensity	= 3.584 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1

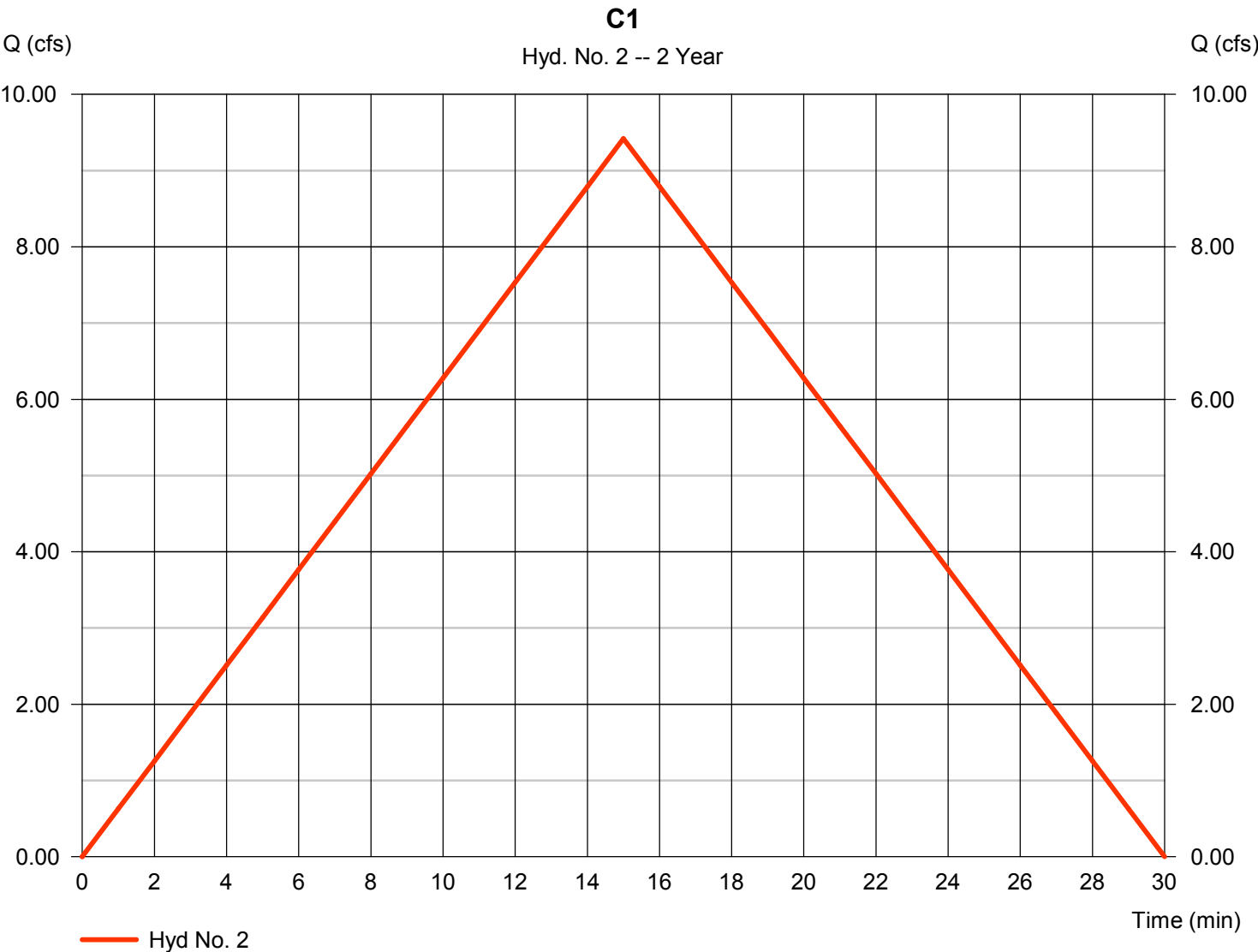


Hydrograph Report

Hyd. No. 2

C1

Hydrograph type	= Rational	Peak discharge	= 9.418 cfs
Storm frequency	= 2 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 8,476 cuft
Drainage area	= 4.380 ac	Runoff coeff.	= 0.6
Intensity	= 3.584 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

Hyd. No. 3

E1

Hydrograph type	= Rational	Peak discharge	= 5.354 cfs
Storm frequency	= 2 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 4,819 cuft
Drainage area	= 2.490 ac	Runoff coeff.	= 0.6
Intensity	= 3.584 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1

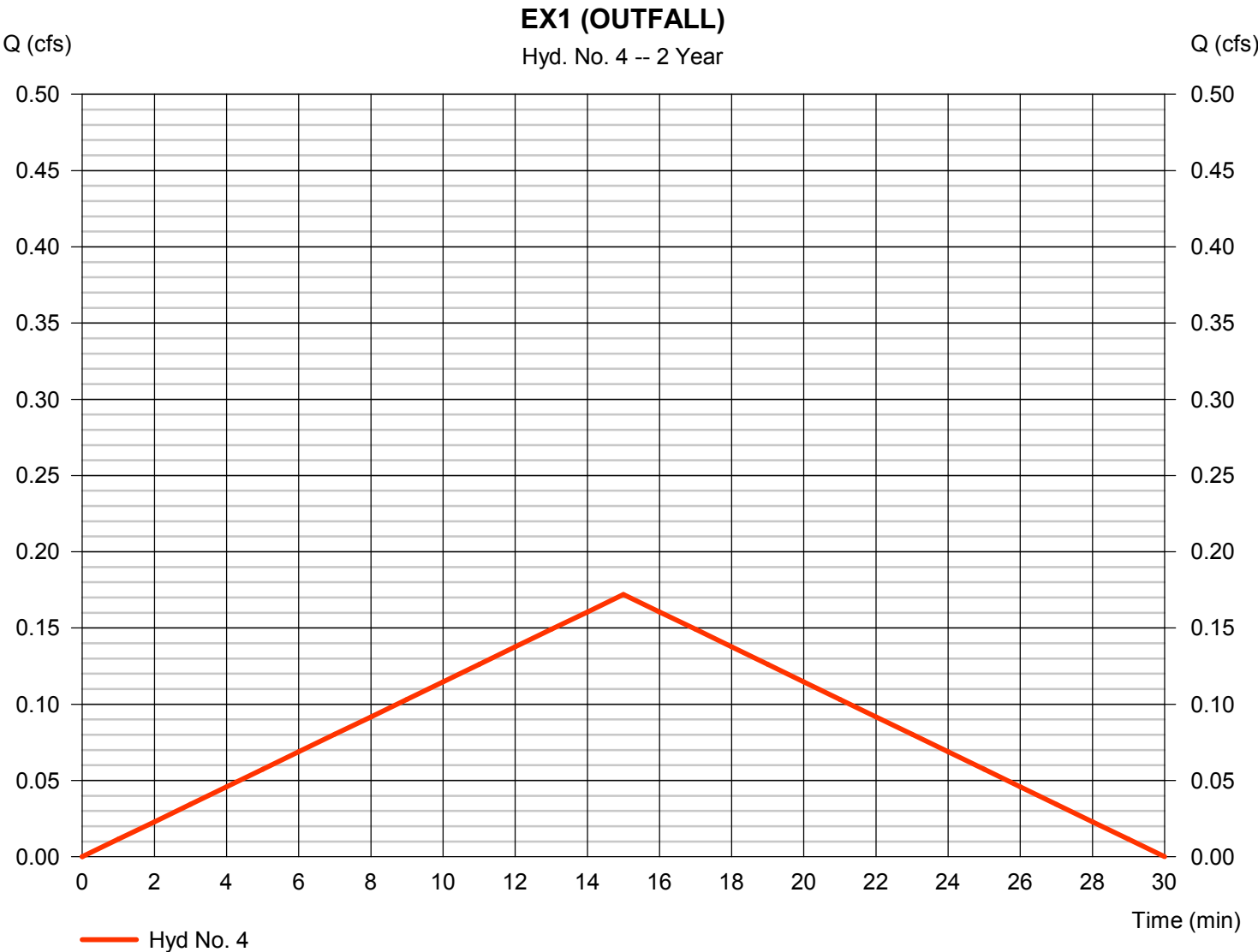


Hydrograph Report

Hyd. No. 4

EX1 (OUTFALL)

Hydrograph type	= Rational	Peak discharge	= 0.172 cfs
Storm frequency	= 2 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 155 cuft
Drainage area	= 0.080 ac	Runoff coeff.	= 0.6
Intensity	= 3.584 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1

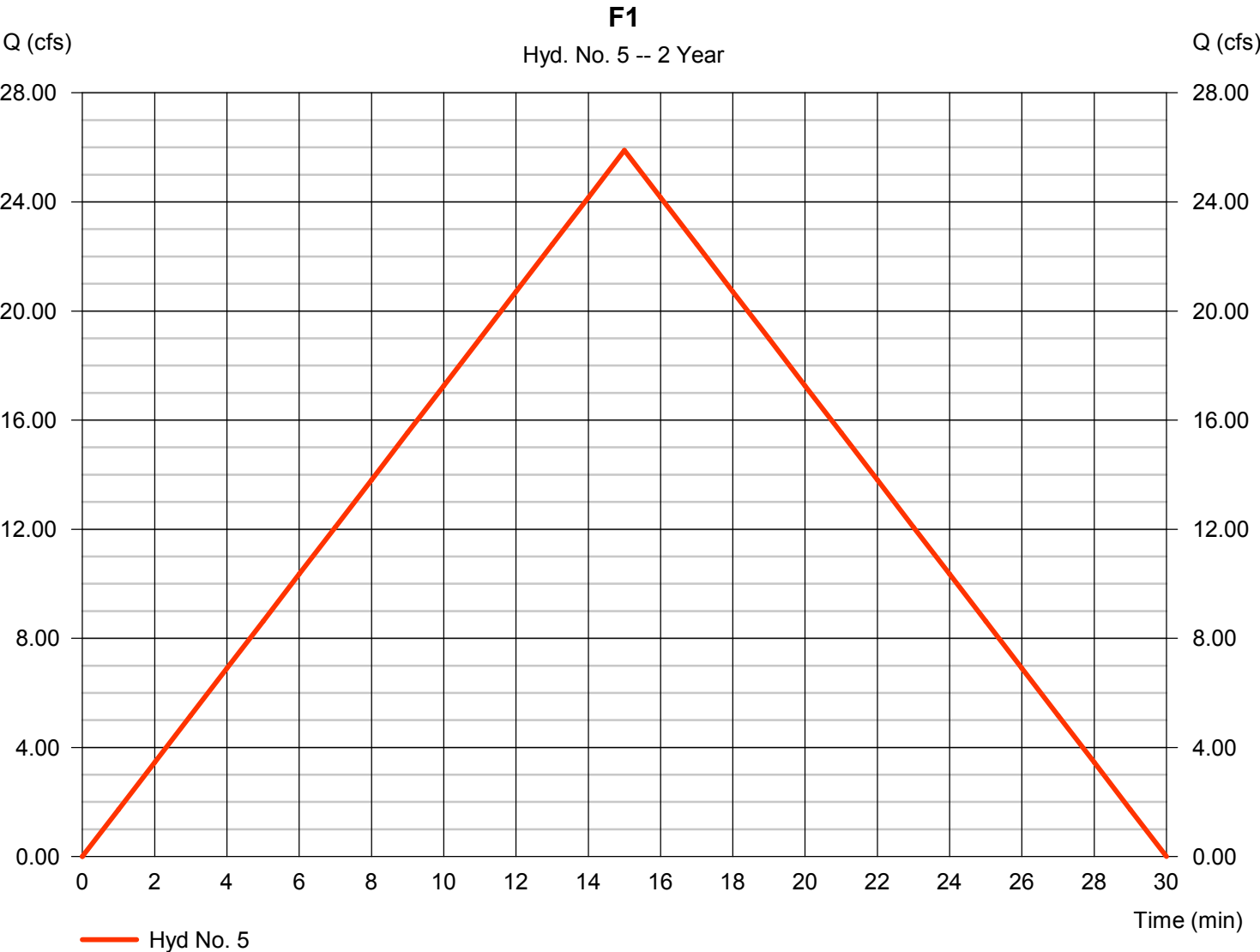


Hydrograph Report

Hyd. No. 5

F1

Hydrograph type	= Rational	Peak discharge	= 25.89 cfs
Storm frequency	= 2 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 23,299 cuft
Drainage area	= 12.040 ac	Runoff coeff.	= 0.6
Intensity	= 3.584 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

Hyd. No. 6

G1

Hydrograph type	= Rational	Peak discharge	= 0.323 cfs
Storm frequency	= 2 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 290 cuft
Drainage area	= 0.150 ac	Runoff coeff.	= 0.6
Intensity	= 3.584 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

Hyd. No. 7

H1

Hydrograph type	= Rational	Peak discharge	= 1.677 cfs
Storm frequency	= 2 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 1,509 cuft
Drainage area	= 0.780 ac	Runoff coeff.	= 0.6
Intensity	= 3.584 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1

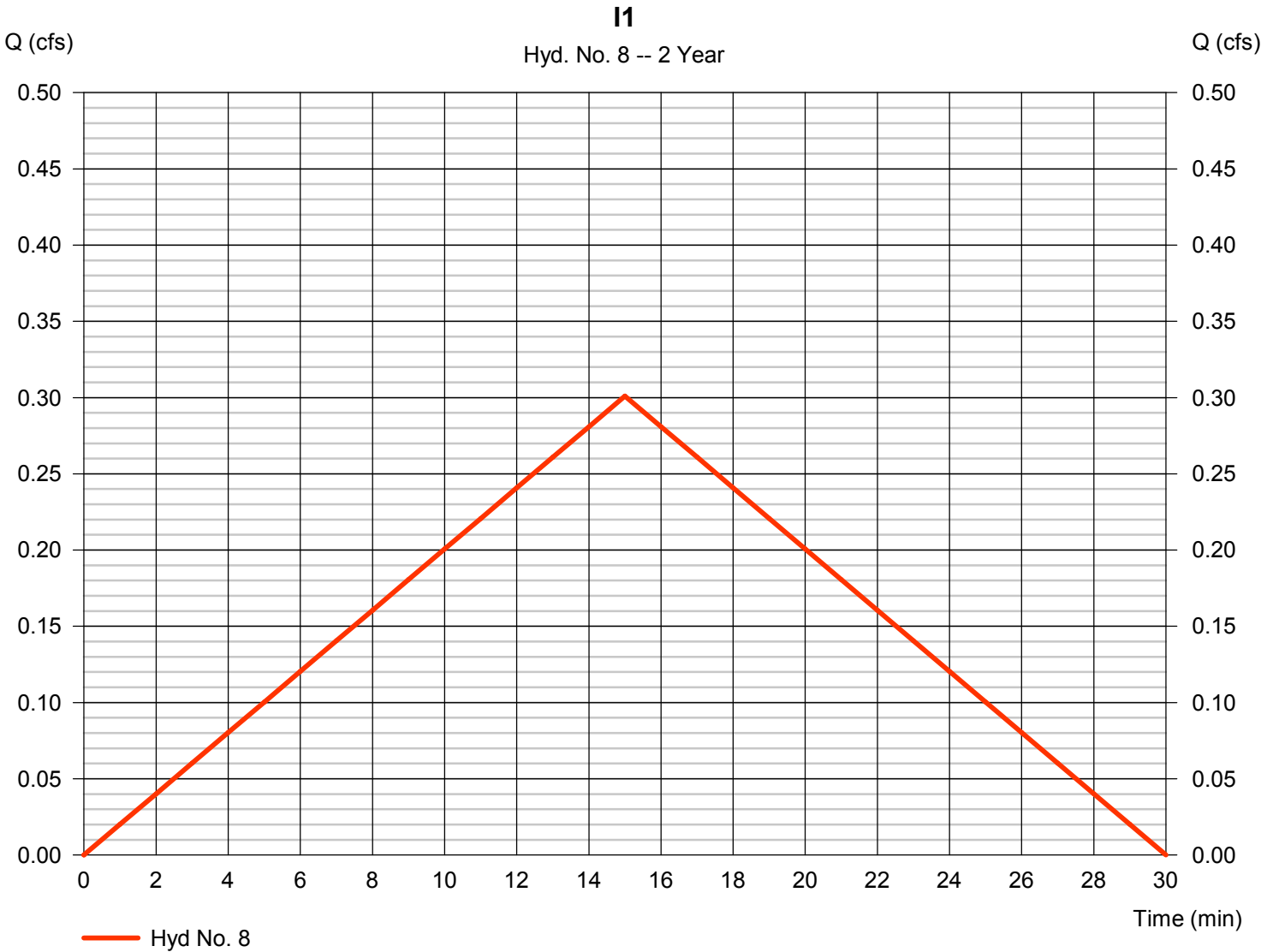


Hydrograph Report

Hyd. No. 8

I1

Hydrograph type	= Rational	Peak discharge	= 0.301 cfs
Storm frequency	= 2 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 271 cuft
Drainage area	= 0.140 ac	Runoff coeff.	= 0.6
Intensity	= 3.584 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

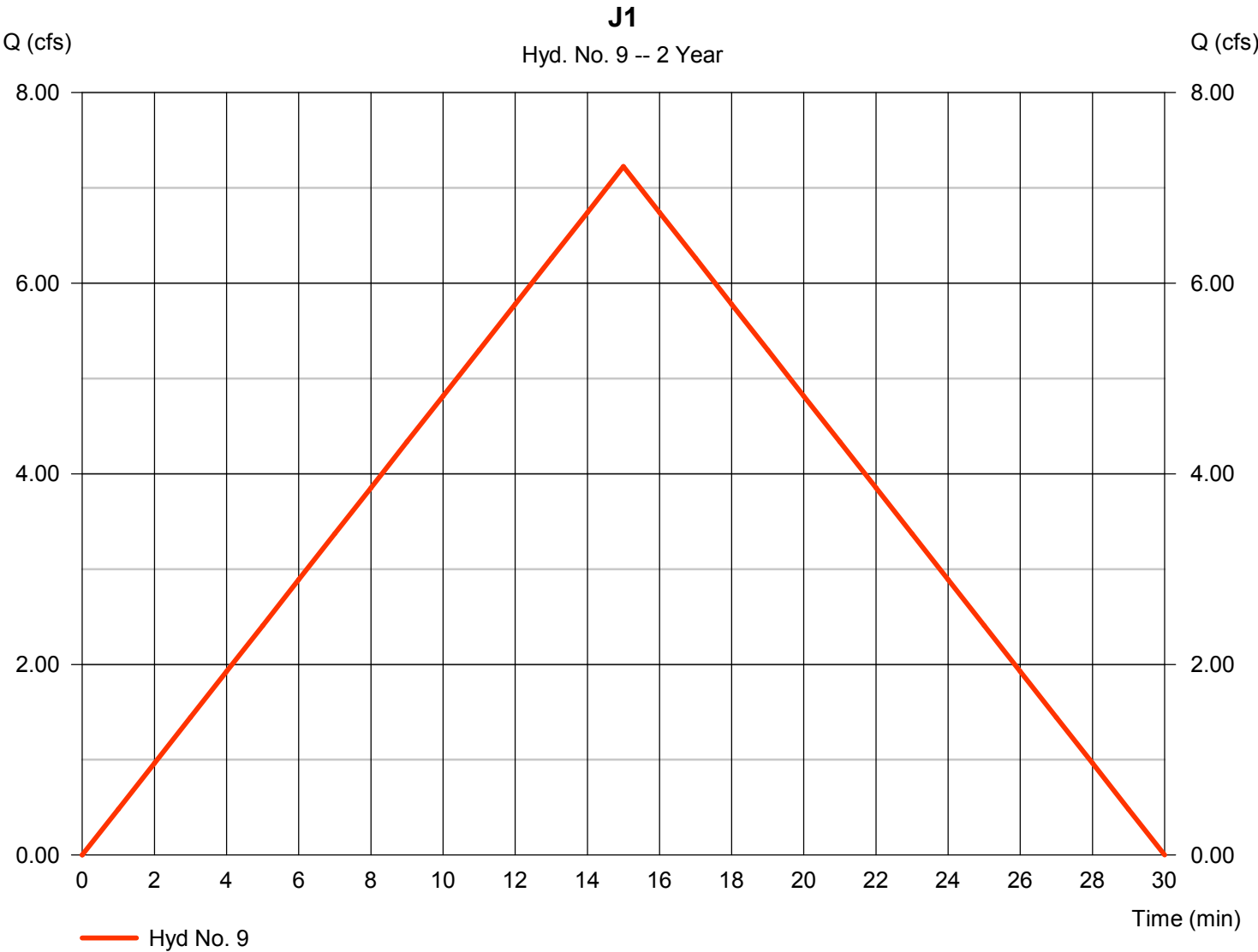
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 9

J1

Hydrograph type	= Rational	Peak discharge	= 7.225 cfs
Storm frequency	= 2 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 6,502 cuft
Drainage area	= 3.360 ac	Runoff coeff.	= 0.6
Intensity	= 3.584 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1

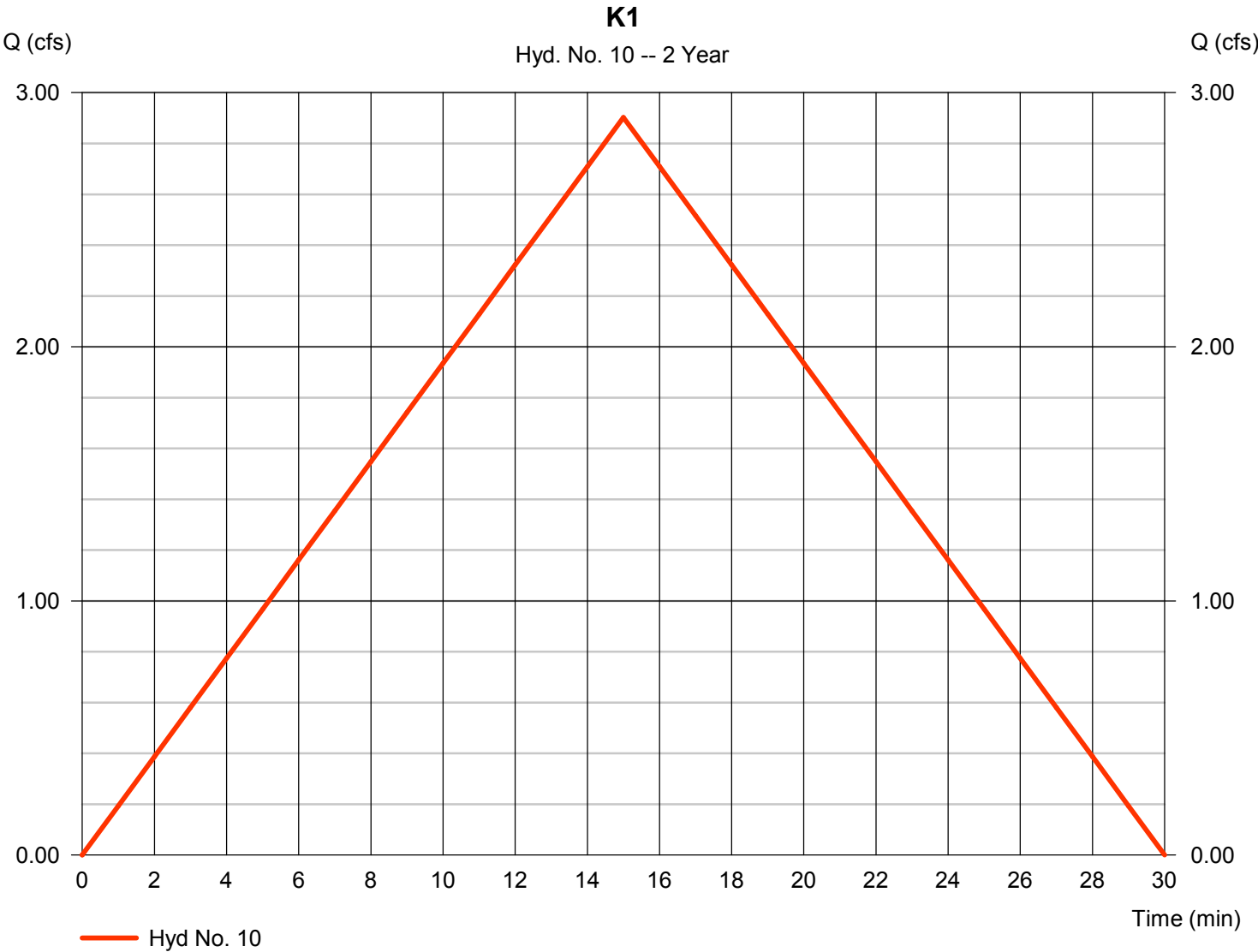


Hydrograph Report

Hyd. No. 10

K1

Hydrograph type	= Rational	Peak discharge	= 2.903 cfs
Storm frequency	= 2 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 2,612 cuft
Drainage area	= 1.350 ac	Runoff coeff.	= 0.6
Intensity	= 3.584 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

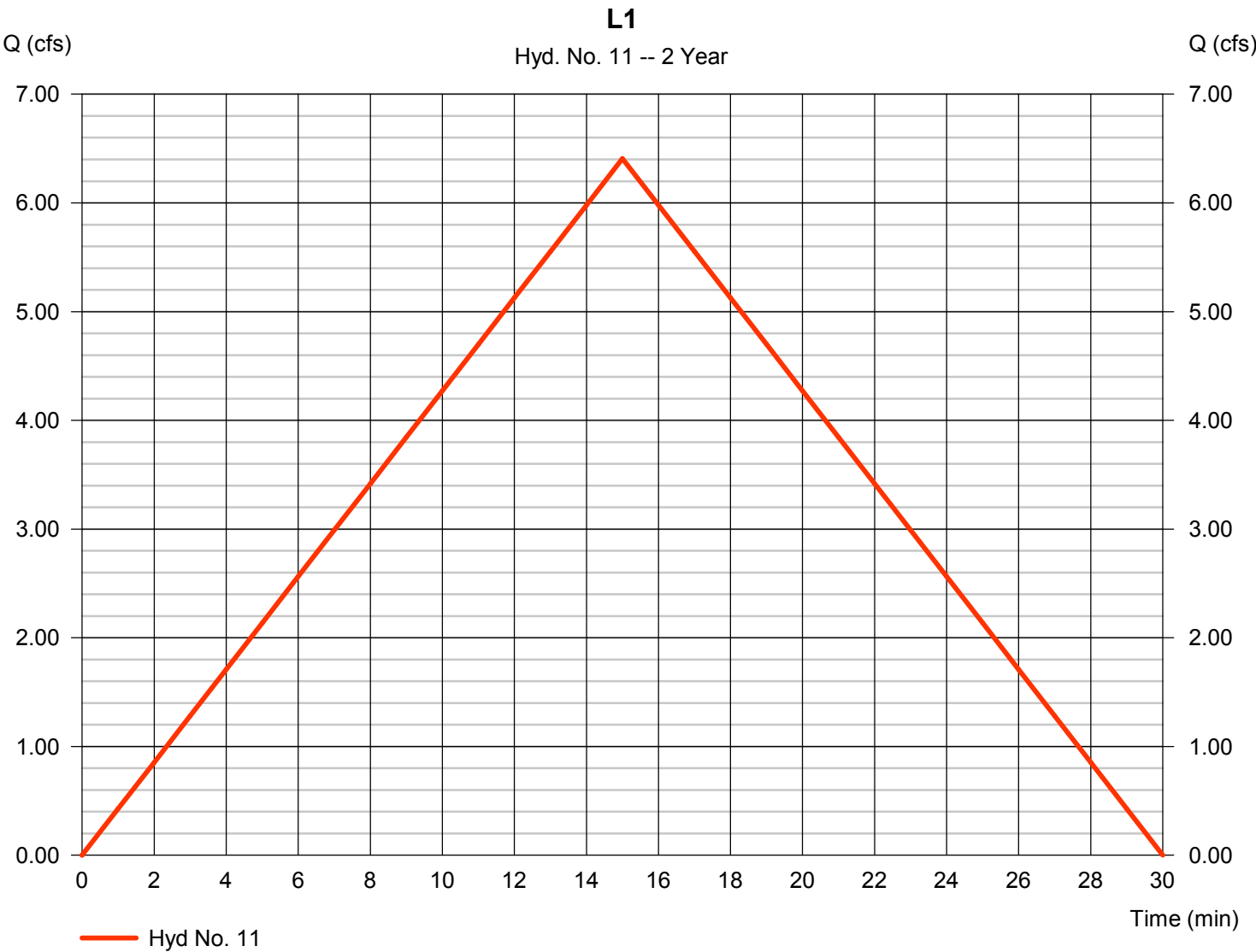
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 11

L1

Hydrograph type	= Rational	Peak discharge	= 6.408 cfs
Storm frequency	= 2 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 5,767 cuft
Drainage area	= 2.980 ac	Runoff coeff.	= 0.6
Intensity	= 3.584 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1

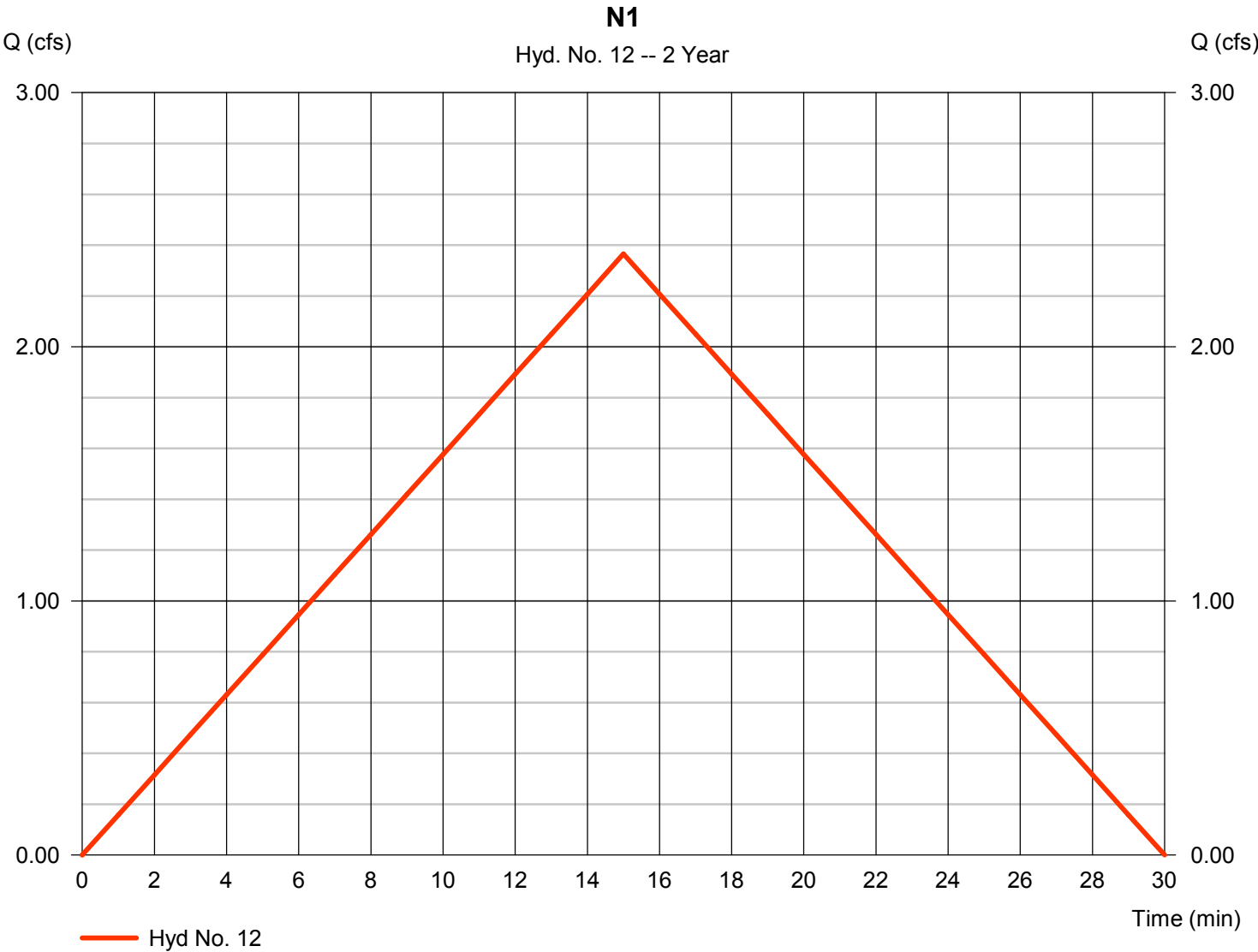


Hydrograph Report

Hyd. No. 12

N1

Hydrograph type	= Rational	Peak discharge	= 2.365 cfs
Storm frequency	= 2 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 2,129 cuft
Drainage area	= 1.100 ac	Runoff coeff.	= 0.6
Intensity	= 3.584 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

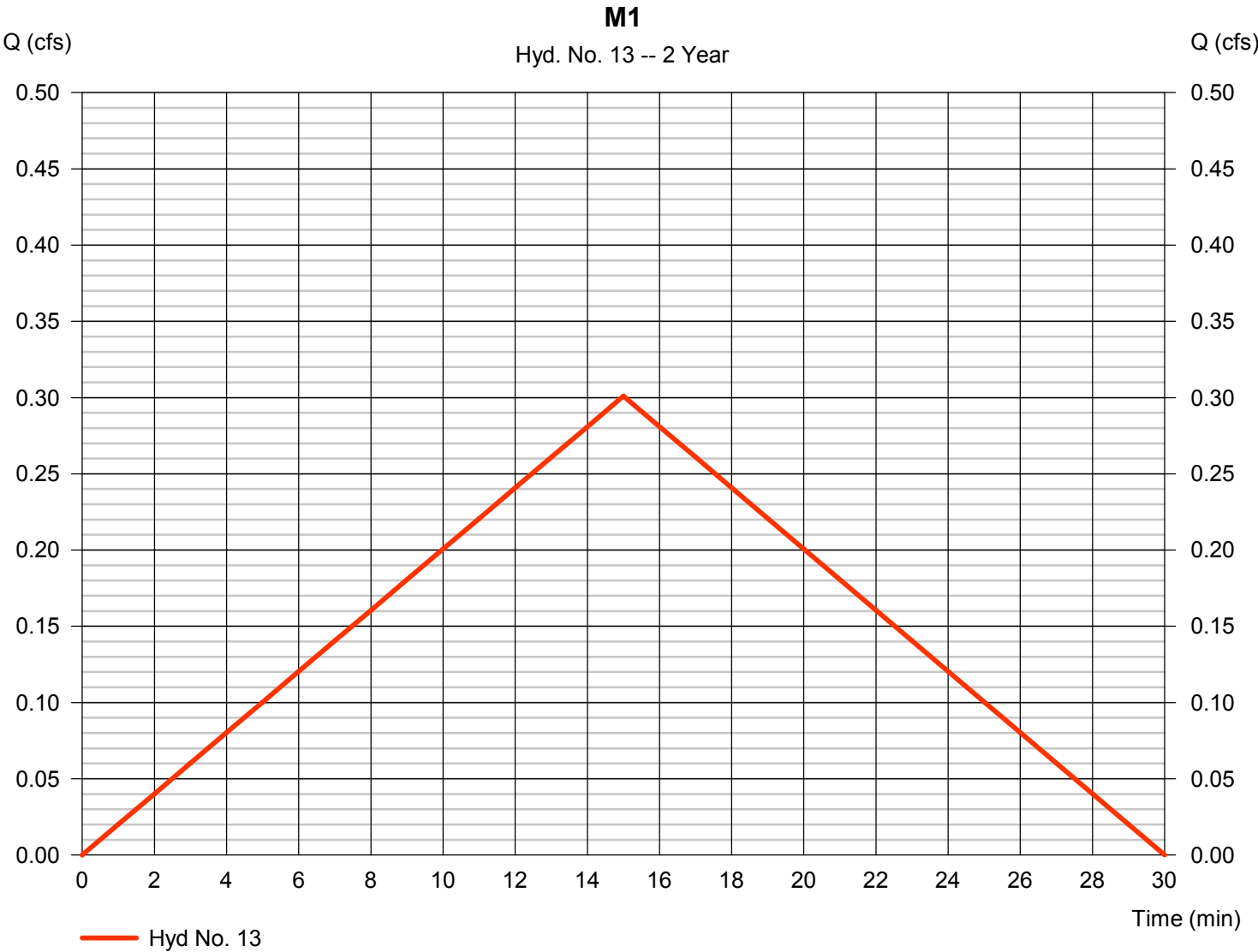
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 13

M1

Hydrograph type	= Rational	Peak discharge	= 0.301 cfs
Storm frequency	= 2 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 271 cuft
Drainage area	= 0.140 ac	Runoff coeff.	= 0.6
Intensity	= 3.584 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

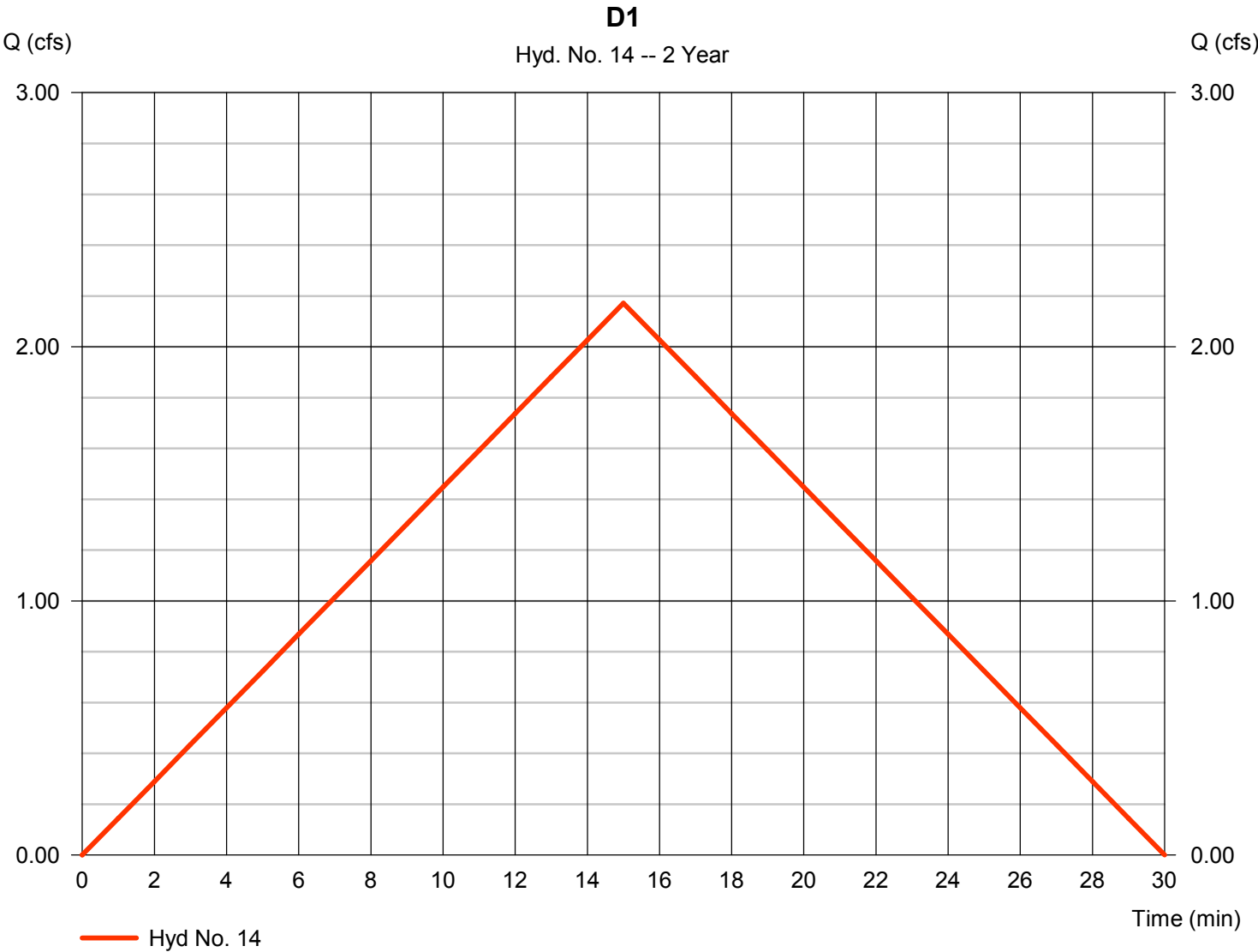
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 14

D1

Hydrograph type	= Rational	Peak discharge	= 2.172 cfs
Storm frequency	= 2 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 1,955 cuft
Drainage area	= 1.010 ac	Runoff coeff.	= 0.6
Intensity	= 3.584 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1

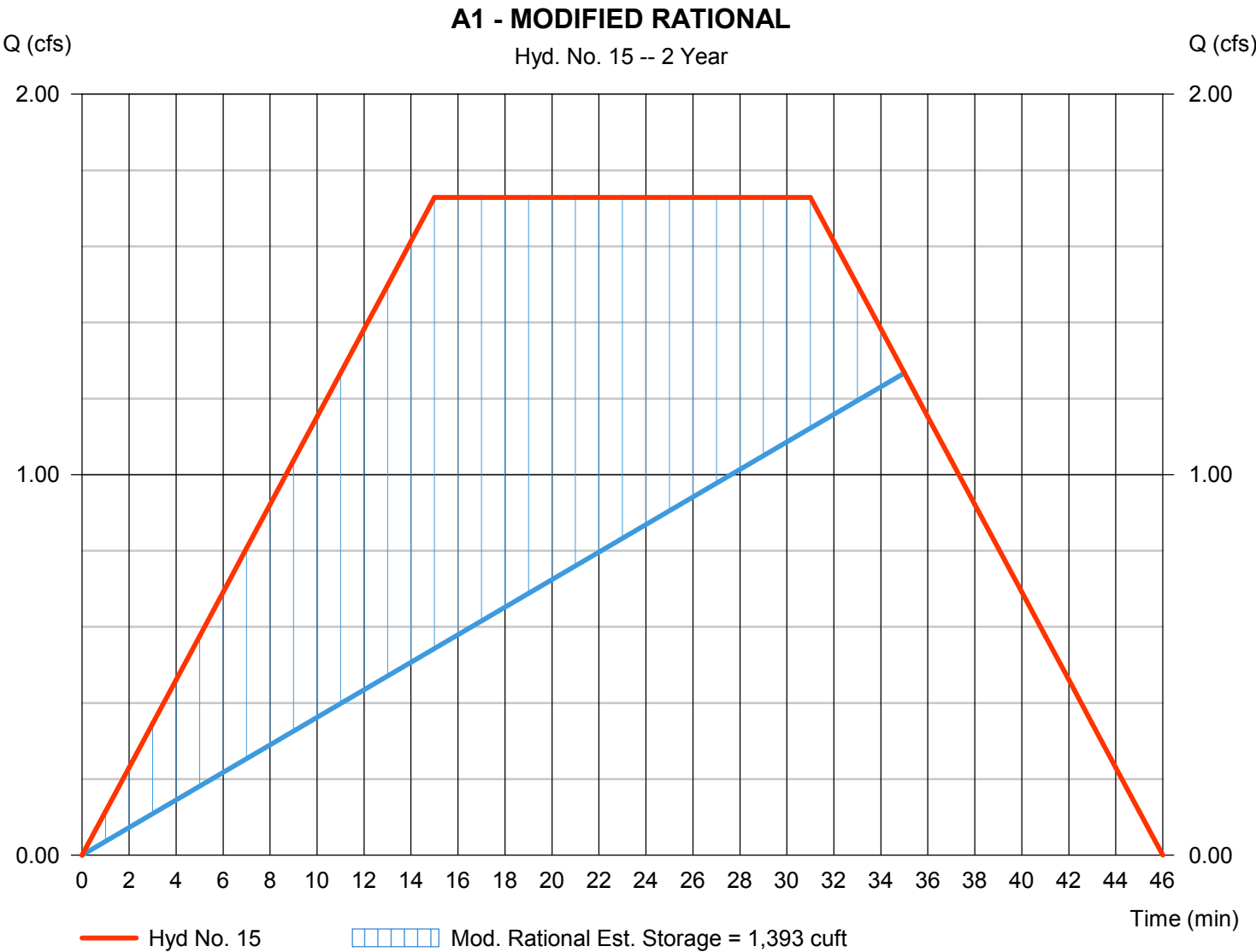


Hydrograph Report

Hyd. No. 15

A1 - MODIFIED RATIONAL

Hydrograph type	= Mod. Rational	Peak discharge	= 1.728 cfs
Storm frequency	= 2 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 3,220 cuft
Drainage area	= 1.210 ac	Runoff coeff.	= 0.6
Intensity	= 2.381 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Storm duration	= 2.1 x Tc
Target Q	=1.300 cfs	Est. Req'd Storage	=1,393 cuft



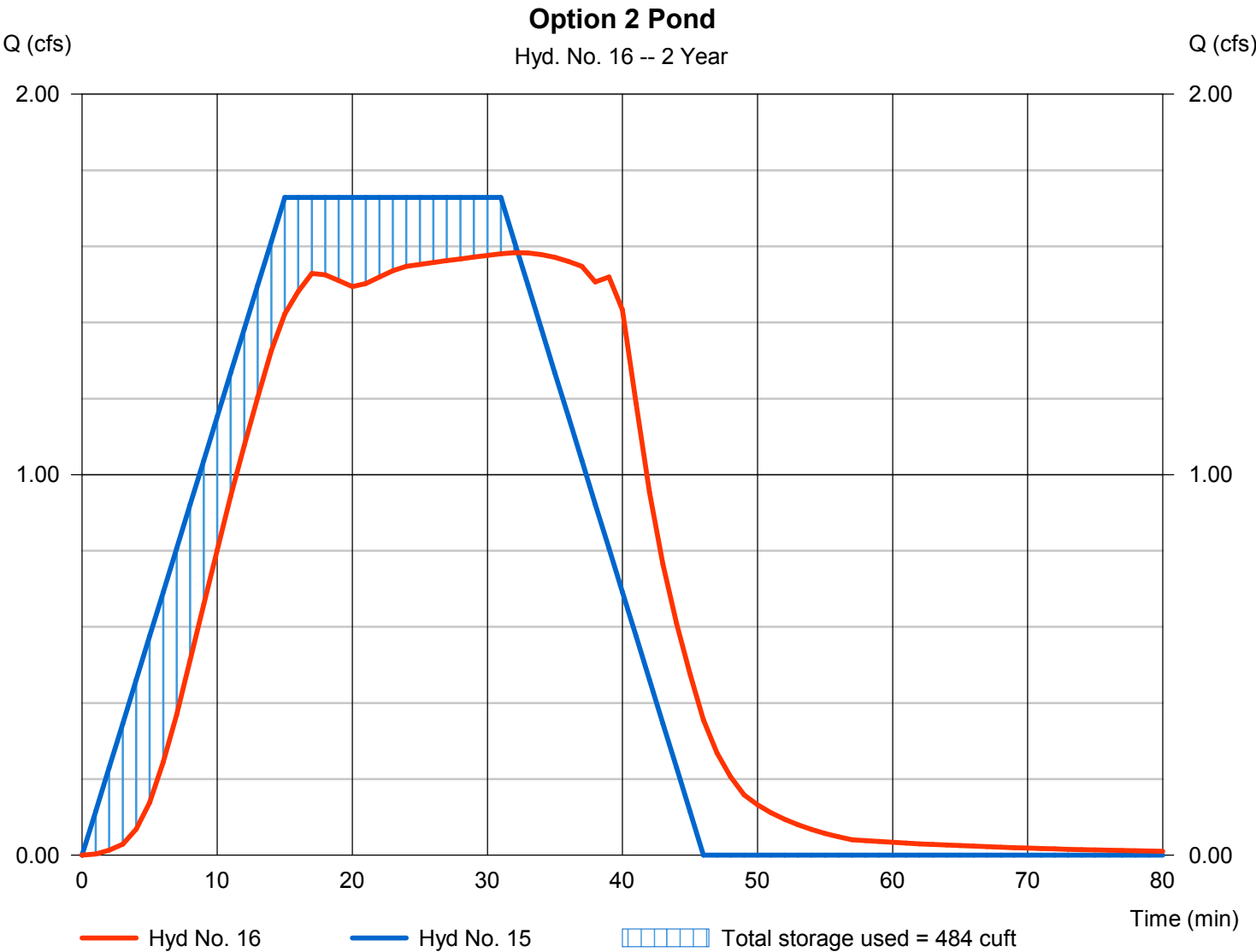
Hydrograph Report

Hyd. No. 16

Option 2 Pond

Hydrograph type	= Reservoir	Peak discharge	= 1.583 cfs
Storm frequency	= 2 yrs	Time to peak	= 32 min
Time interval	= 1 min	Hyd. volume	= 3,214 cuft
Inflow hyd. No.	= 15 - A1 - MODIFIED RATIONAL	Max. Elevation	= 1194.07 ft
Reservoir name	= Option 2 Pond	Max. Storage	= 484 cuft

Storage Indication method used.



Hydrograph Report

Hyd. No. 17

A1

Hydrograph type	= Rational	Peak discharge	= 3.462 cfs
Storm frequency	= 2 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 3,116 cuft
Drainage area	= 1.610 ac	Runoff coeff.	= 0.6
Intensity	= 3.584 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

Hyd. No. 18

A1 - PRE-DEV

Hydrograph type	= Rational	Peak discharge	= 1.731 cfs
Storm frequency	= 2 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 1,558 cuft
Drainage area	= 1.610 ac	Runoff coeff.	= 0.3
Intensity	= 3.584 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

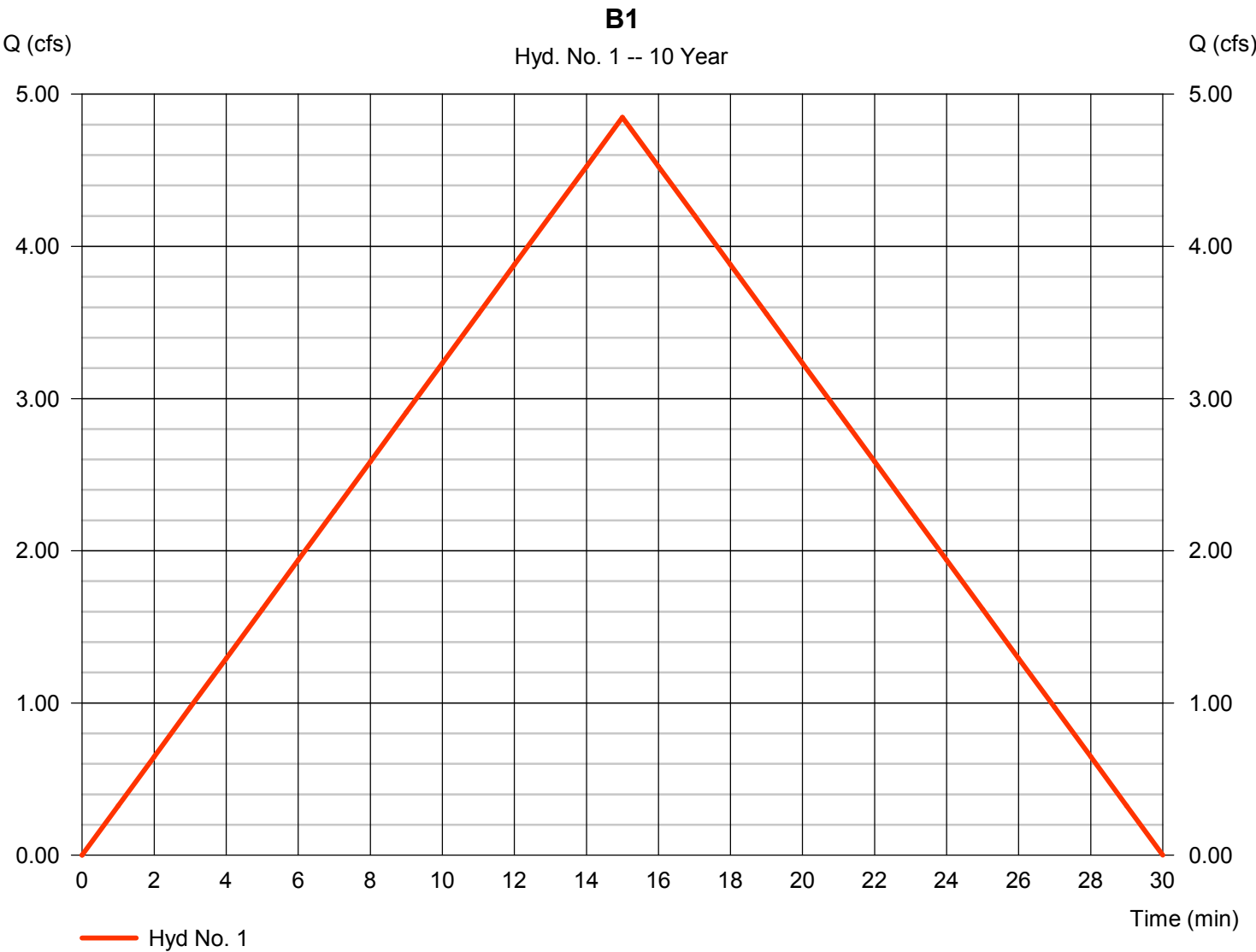
Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	Rational	4.849	1	15	4,364	-----	-----	-----	B1
2	Rational	13.61	1	15	12,252	-----	-----	-----	C1
3	Rational	7.739	1	15	6,965	-----	-----	-----	E1
4	Rational	0.249	1	15	224	-----	-----	-----	EX1 (OUTFALL)
5	Rational	37.42	1	15	33,680	-----	-----	-----	F1
6	Rational	0.466	1	15	420	-----	-----	-----	G1
7	Rational	2.424	1	15	2,182	-----	-----	-----	H1
8	Rational	0.435	1	15	392	-----	-----	-----	I1
9	Rational	10.44	1	15	9,399	-----	-----	-----	J1
10	Rational	4.196	1	15	3,776	-----	-----	-----	K1
11	Rational	9.262	1	15	8,336	-----	-----	-----	L1
12	Rational	3.419	1	15	3,077	-----	-----	-----	N1
13	Rational	0.435	1	15	392	-----	-----	-----	M1
14	Rational	3.139	1	15	2,825	-----	-----	-----	D1
15	Mod. Rational	2.166	1	15	5,206	-----	-----	-----	A1 - MODIFIED RATIONAL
16	Reservoir	1.849	1	42	5,199	15	1194.61	1,080	Option 2 Pond
17	Rational	5.004	1	15	4,504	-----	-----	-----	A1
18	Rational	2.502	1	15	2,252	-----	-----	-----	A1 - PRE-DEV
Abilene Drainage Study Hydrograph CH (Updated 10/10/2024)					Reg Area 100 Yr			Friday, 11 / 8 / 2024	

Hydrograph Report

Hyd. No. 1

B1

Hydrograph type	= Rational	Peak discharge	= 4.849 cfs
Storm frequency	= 10 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 4,364 cuft
Drainage area	= 1.560 ac	Runoff coeff.	= 0.6
Intensity	= 5.180 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

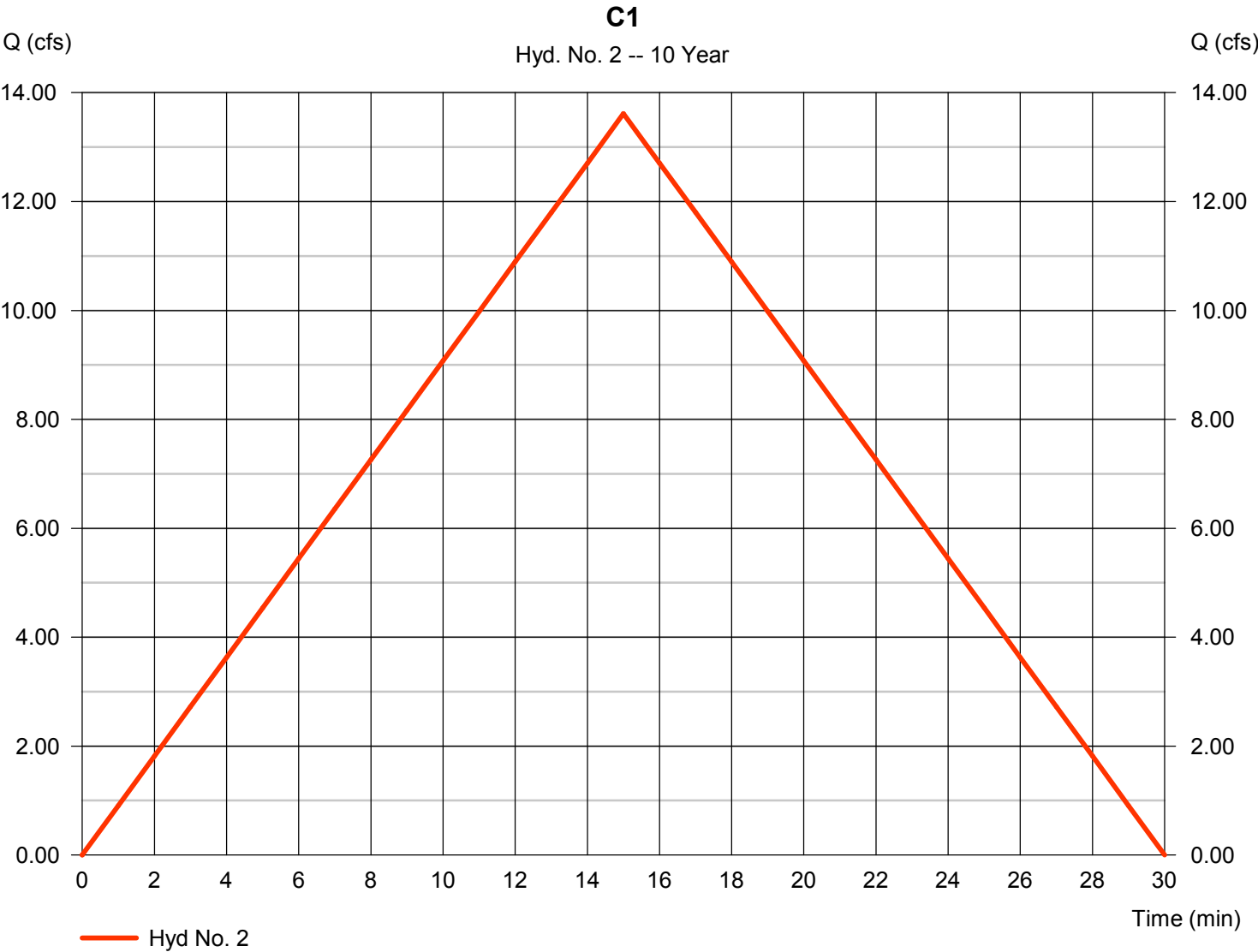
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 2

C1

Hydrograph type	= Rational	Peak discharge	= 13.61 cfs
Storm frequency	= 10 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 12,252 cuft
Drainage area	= 4.380 ac	Runoff coeff.	= 0.6
Intensity	= 5.180 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1

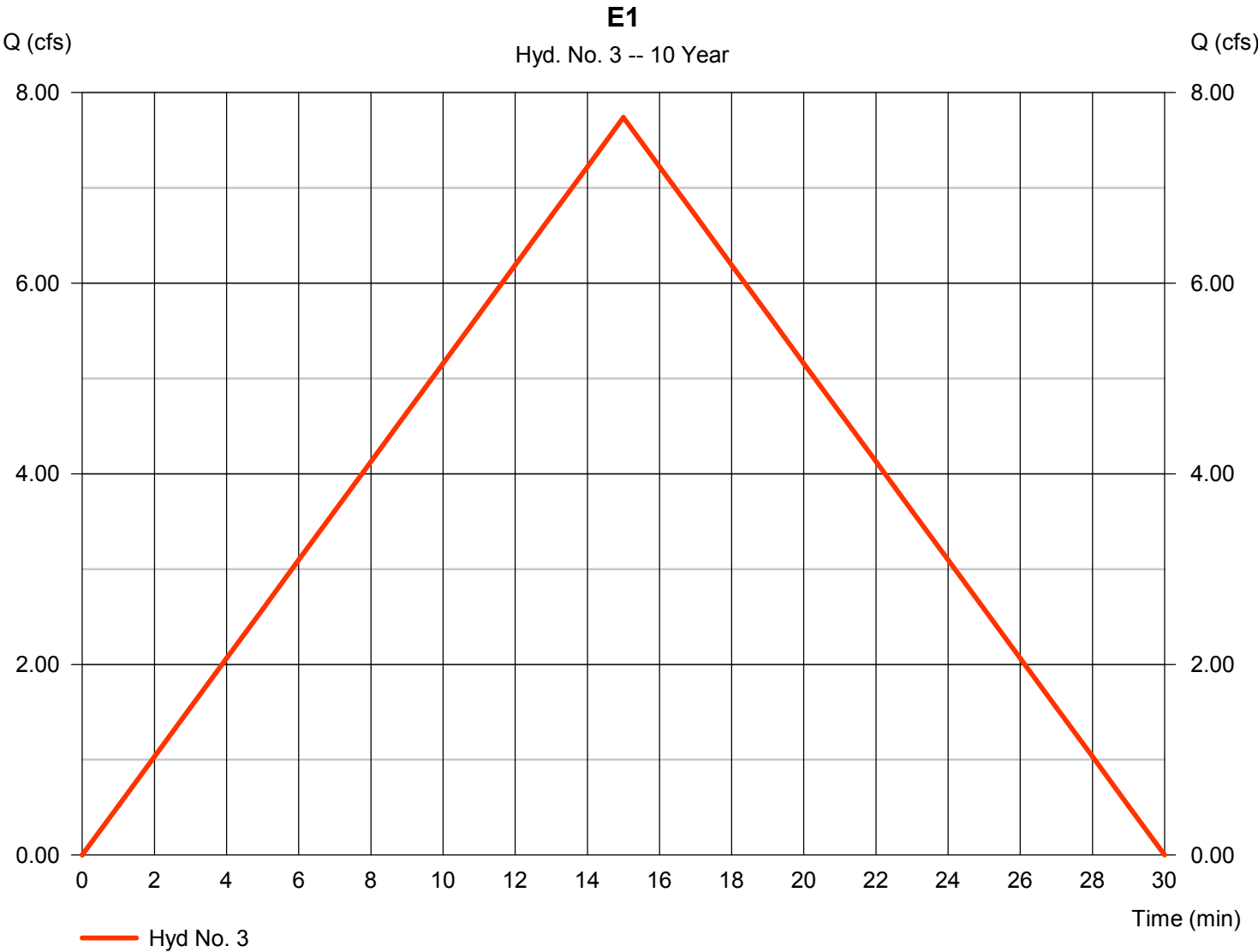


Hydrograph Report

Hyd. No. 3

E1

Hydrograph type	= Rational	Peak discharge	= 7.739 cfs
Storm frequency	= 10 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 6,965 cuft
Drainage area	= 2.490 ac	Runoff coeff.	= 0.6
Intensity	= 5.180 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

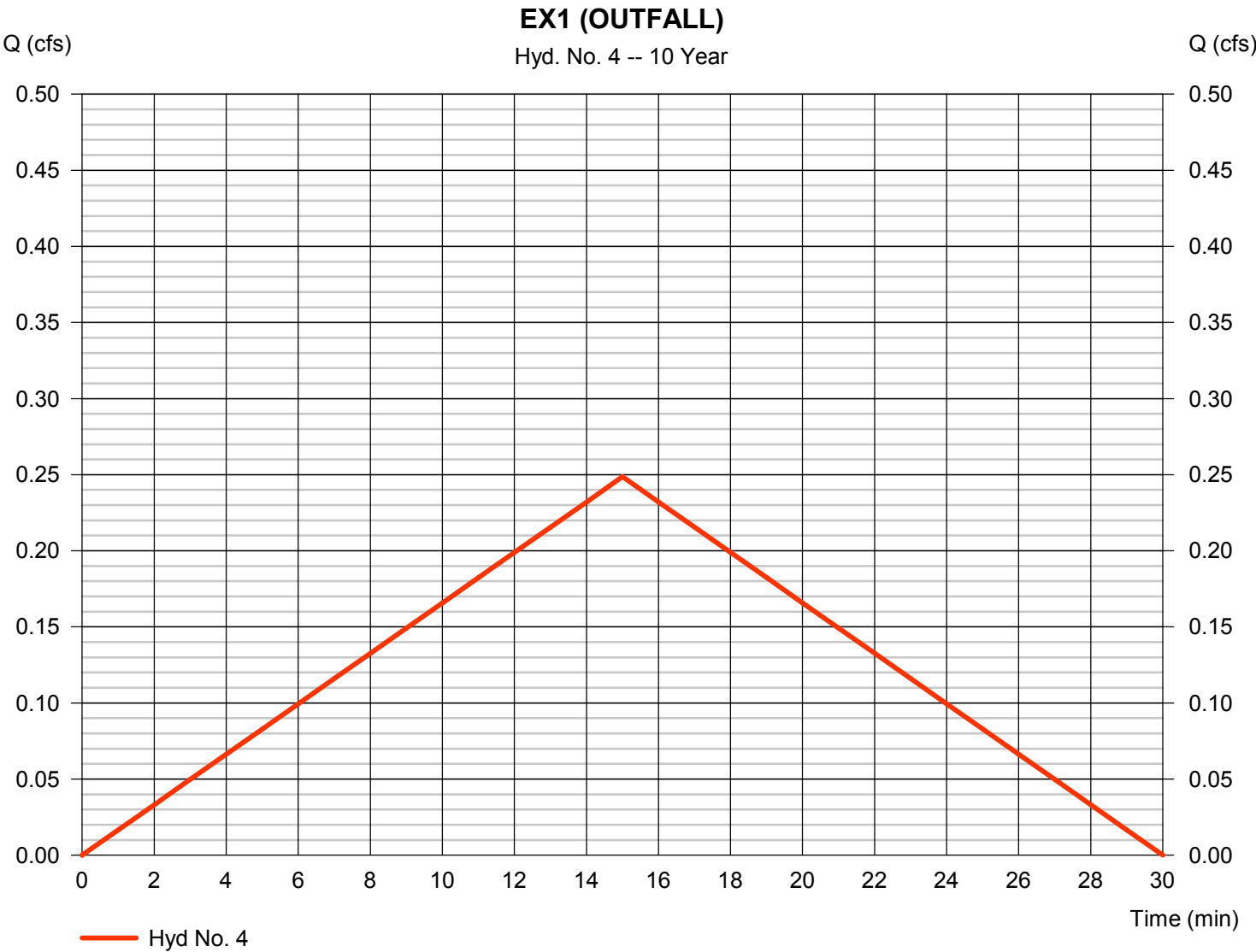
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 4

EX1 (OUTFALL)

Hydrograph type	= Rational	Peak discharge	= 0.249 cfs
Storm frequency	= 10 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 224 cuft
Drainage area	= 0.080 ac	Runoff coeff.	= 0.6
Intensity	= 5.180 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

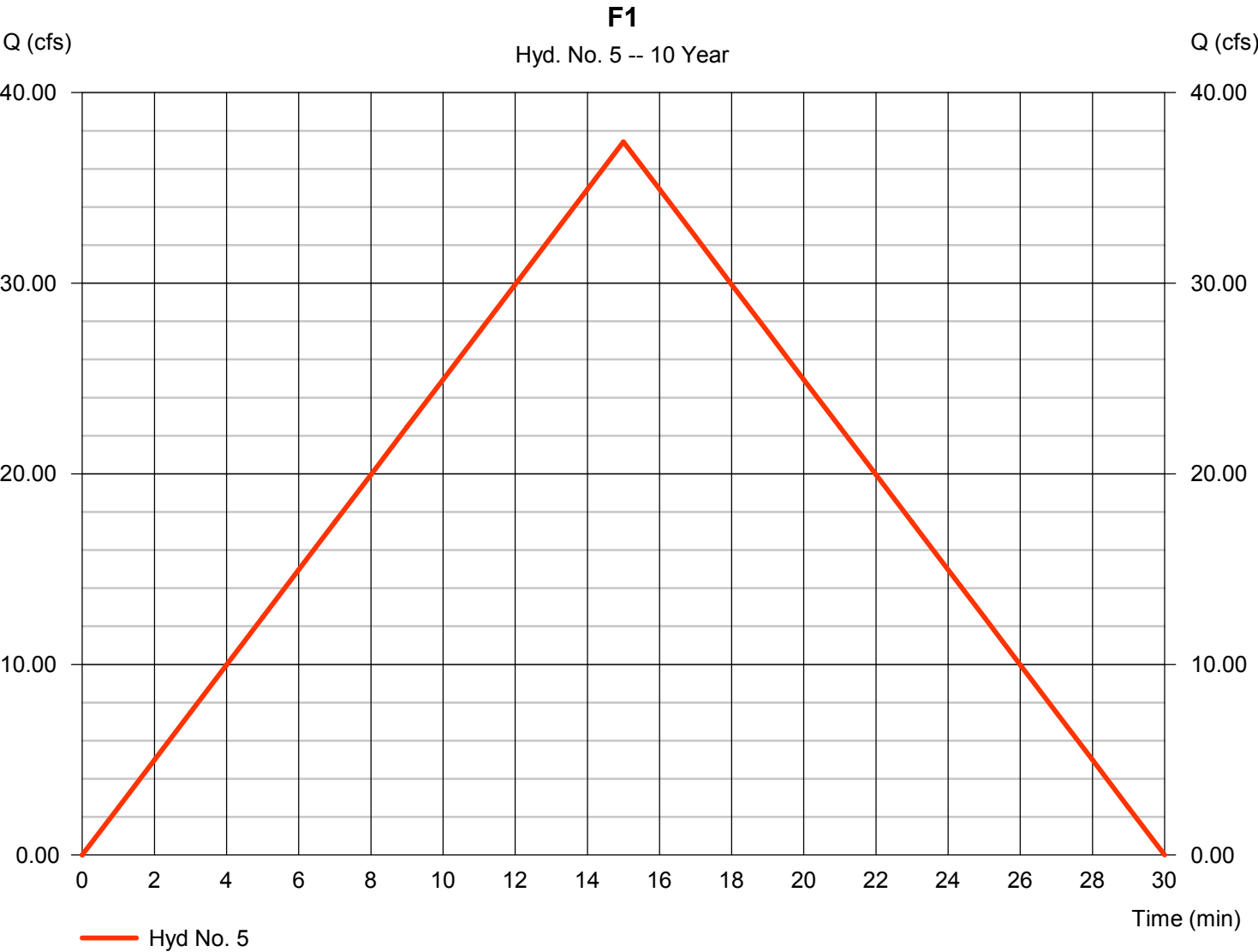
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 5

F1

Hydrograph type	= Rational	Peak discharge	= 37.42 cfs
Storm frequency	= 10 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 33,680 cuft
Drainage area	= 12.040 ac	Runoff coeff.	= 0.6
Intensity	= 5.180 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

Hyd. No. 6

G1

Hydrograph type	= Rational	Peak discharge	= 0.466 cfs
Storm frequency	= 10 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 420 cuft
Drainage area	= 0.150 ac	Runoff coeff.	= 0.6
Intensity	= 5.180 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 7

H1

Hydrograph type	= Rational	Peak discharge	= 2.424 cfs
Storm frequency	= 10 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 2,182 cuft
Drainage area	= 0.780 ac	Runoff coeff.	= 0.6
Intensity	= 5.180 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

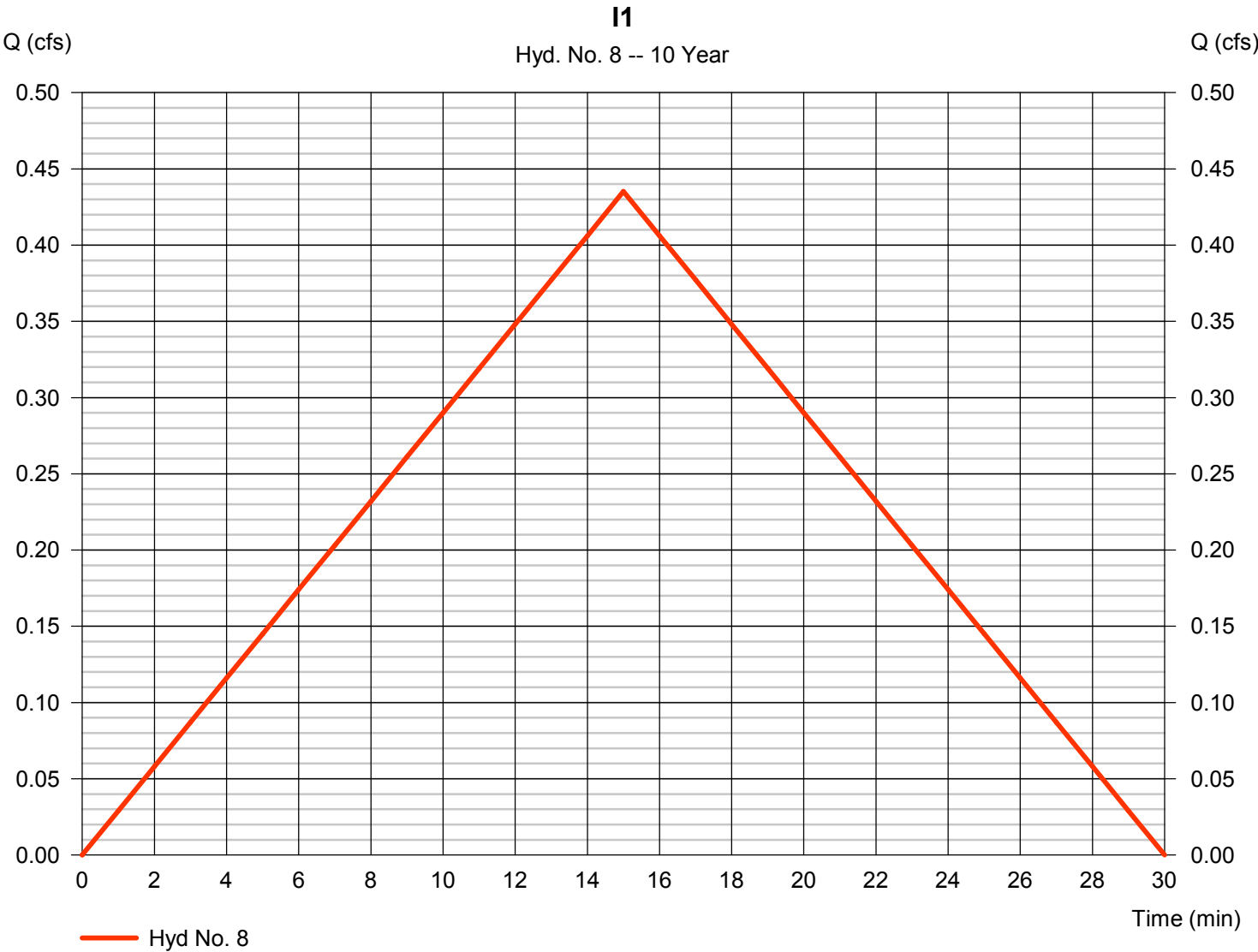
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 8

I1

Hydrograph type	= Rational	Peak discharge	= 0.435 cfs
Storm frequency	= 10 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 392 cuft
Drainage area	= 0.140 ac	Runoff coeff.	= 0.6
Intensity	= 5.180 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

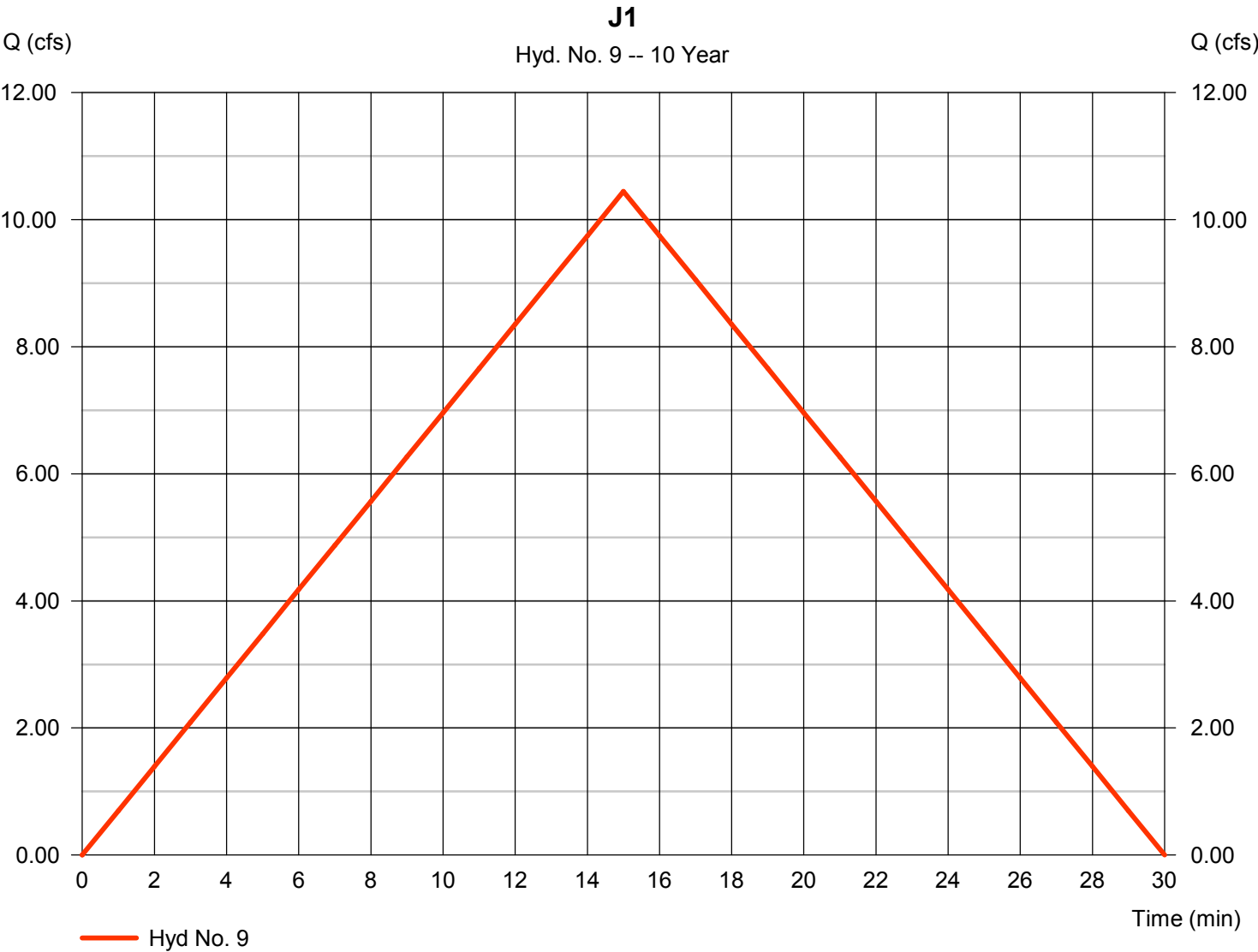
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 9

J1

Hydrograph type	= Rational	Peak discharge	= 10.44 cfs
Storm frequency	= 10 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 9,399 cuft
Drainage area	= 3.360 ac	Runoff coeff.	= 0.6
Intensity	= 5.180 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

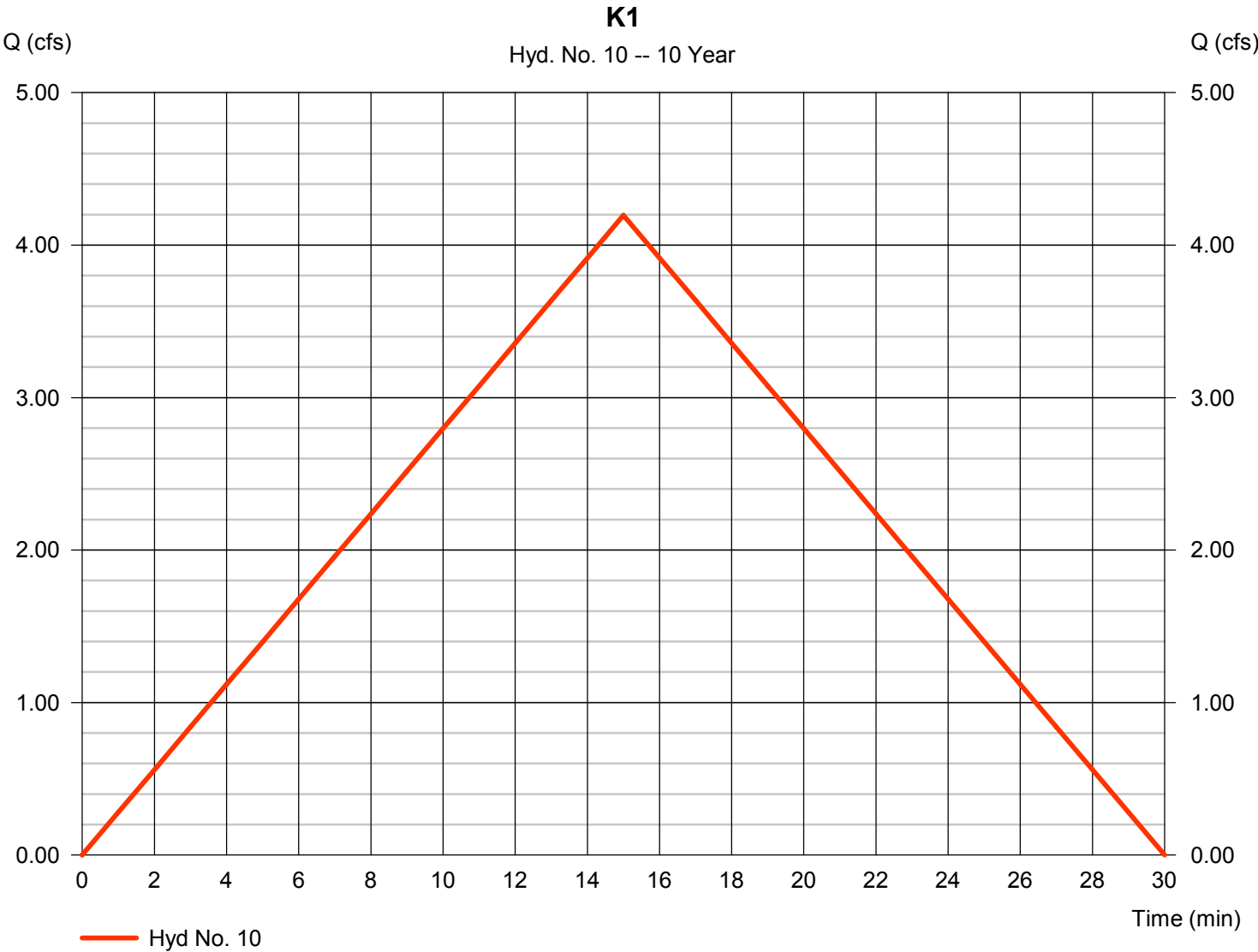
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 10

K1

Hydrograph type	= Rational	Peak discharge	= 4.196 cfs
Storm frequency	= 10 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 3,776 cuft
Drainage area	= 1.350 ac	Runoff coeff.	= 0.6
Intensity	= 5.180 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

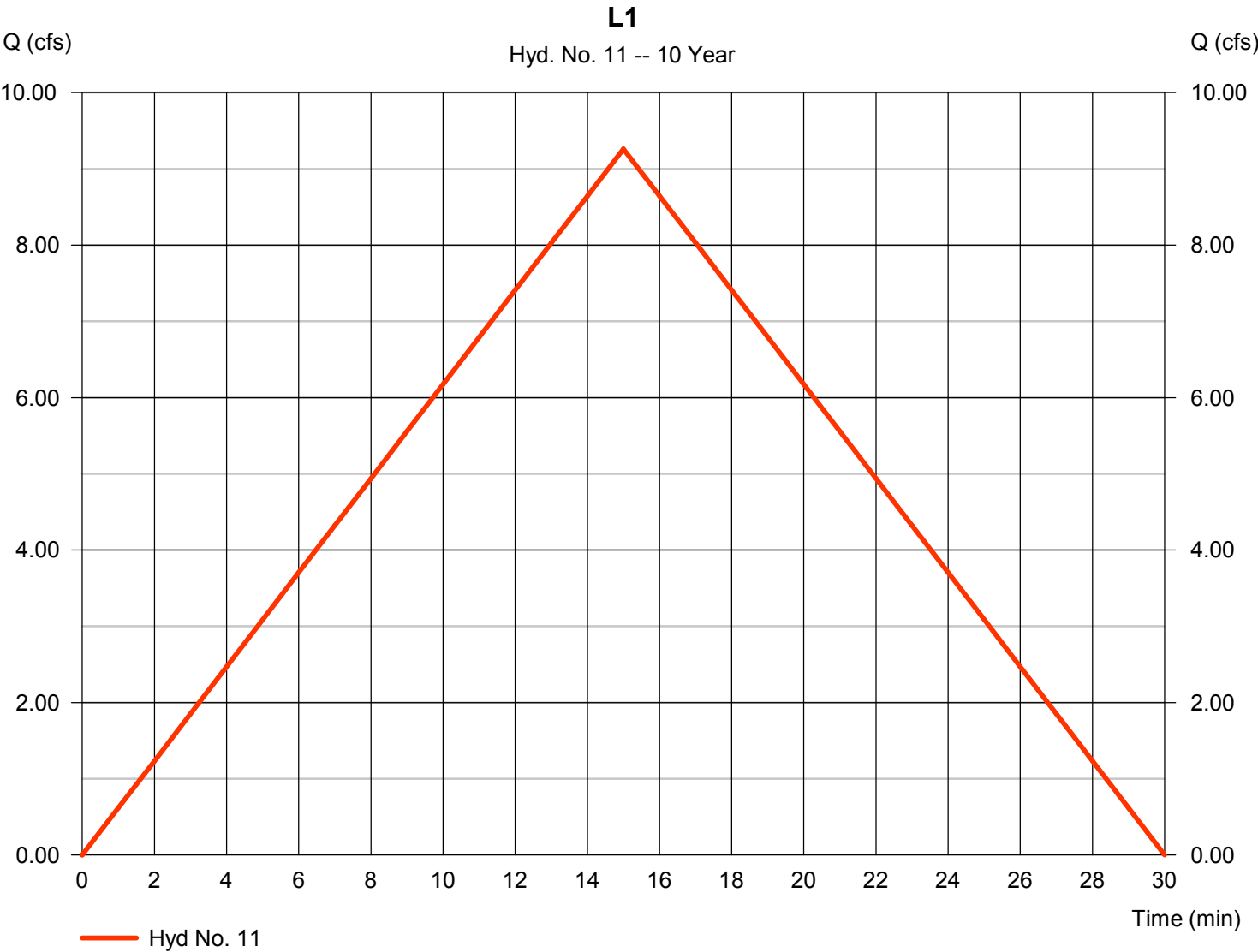
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 11

L1

Hydrograph type	= Rational	Peak discharge	= 9.262 cfs
Storm frequency	= 10 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 8,336 cuft
Drainage area	= 2.980 ac	Runoff coeff.	= 0.6
Intensity	= 5.180 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

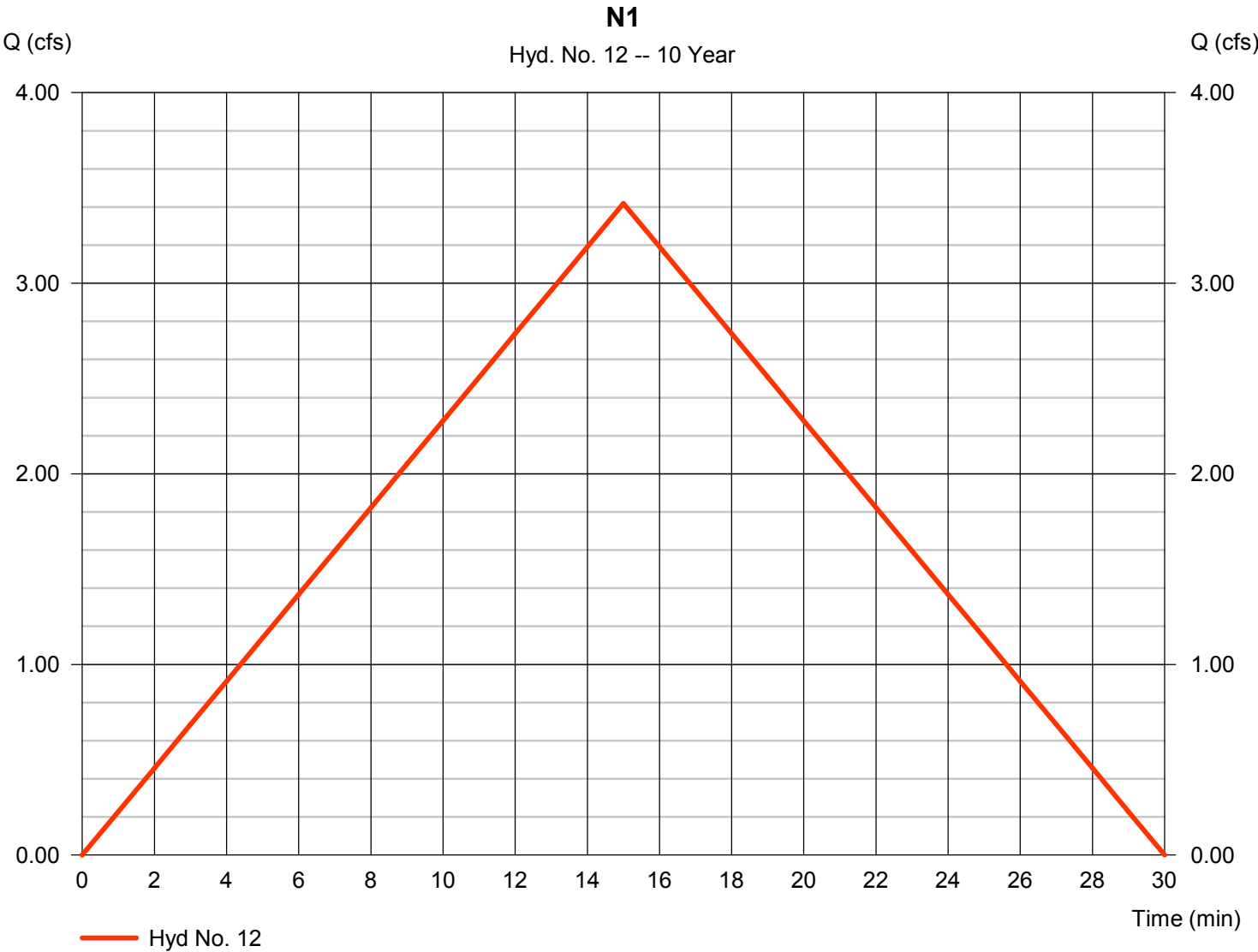
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 12

N1

Hydrograph type	= Rational	Peak discharge	= 3.419 cfs
Storm frequency	= 10 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 3,077 cuft
Drainage area	= 1.100 ac	Runoff coeff.	= 0.6
Intensity	= 5.180 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 13

M1

Hydrograph type	= Rational	Peak discharge	= 0.435 cfs
Storm frequency	= 10 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 392 cuft
Drainage area	= 0.140 ac	Runoff coeff.	= 0.6
Intensity	= 5.180 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 14

D1

Hydrograph type	= Rational	Peak discharge	= 3.139 cfs
Storm frequency	= 10 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 2,825 cuft
Drainage area	= 1.010 ac	Runoff coeff.	= 0.6
Intensity	= 5.180 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1

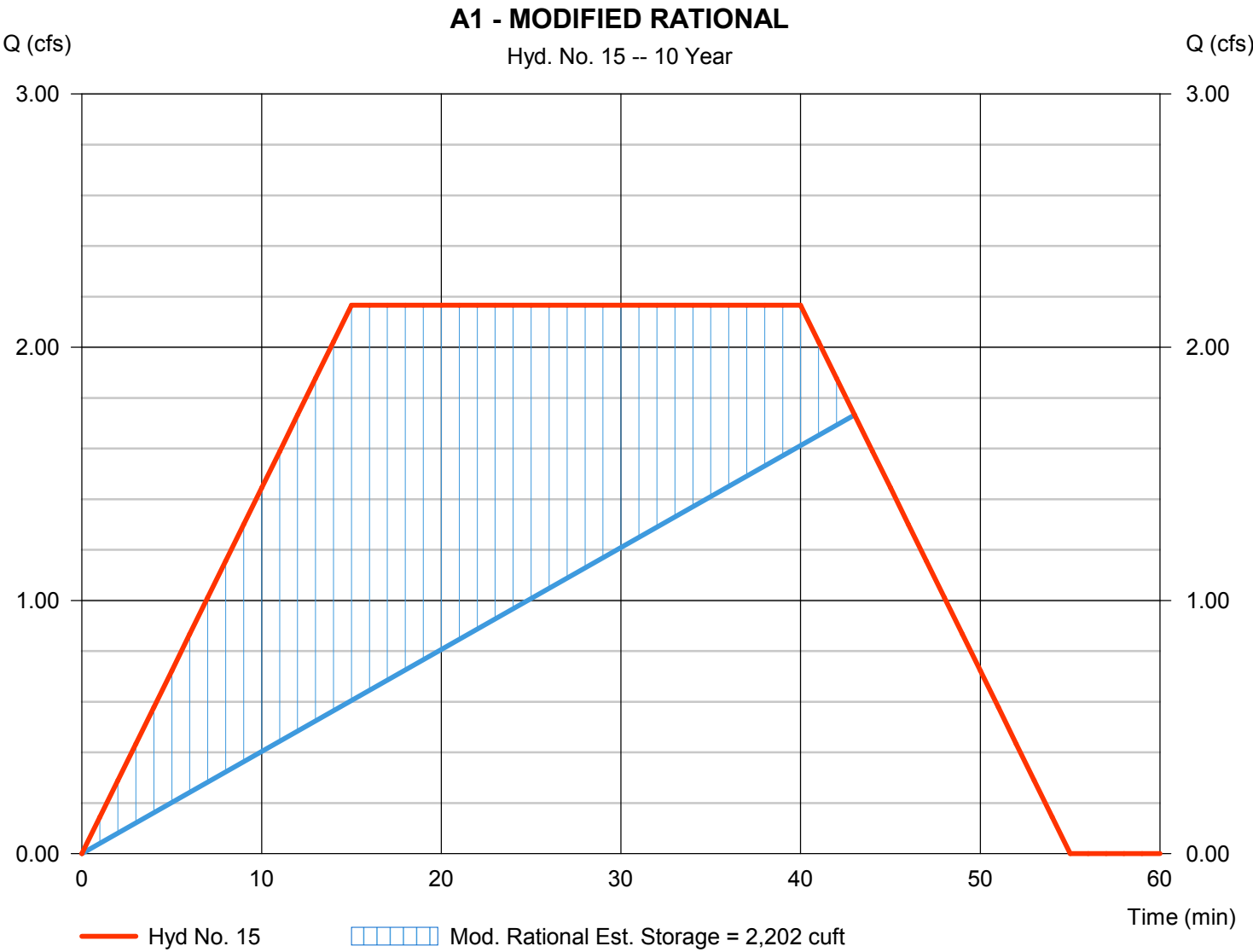


Hydrograph Report

Hyd. No. 15

A1 - MODIFIED RATIONAL

Hydrograph type	= Mod. Rational	Peak discharge	= 2.166 cfs
Storm frequency	= 10 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 5,206 cuft
Drainage area	= 1.210 ac	Runoff coeff.	= 0.6
Intensity	= 2.984 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Storm duration	= 2.7 x Tc
Target Q	=1.800 cfs	Est. Req'd Storage	=2,202 cuft



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

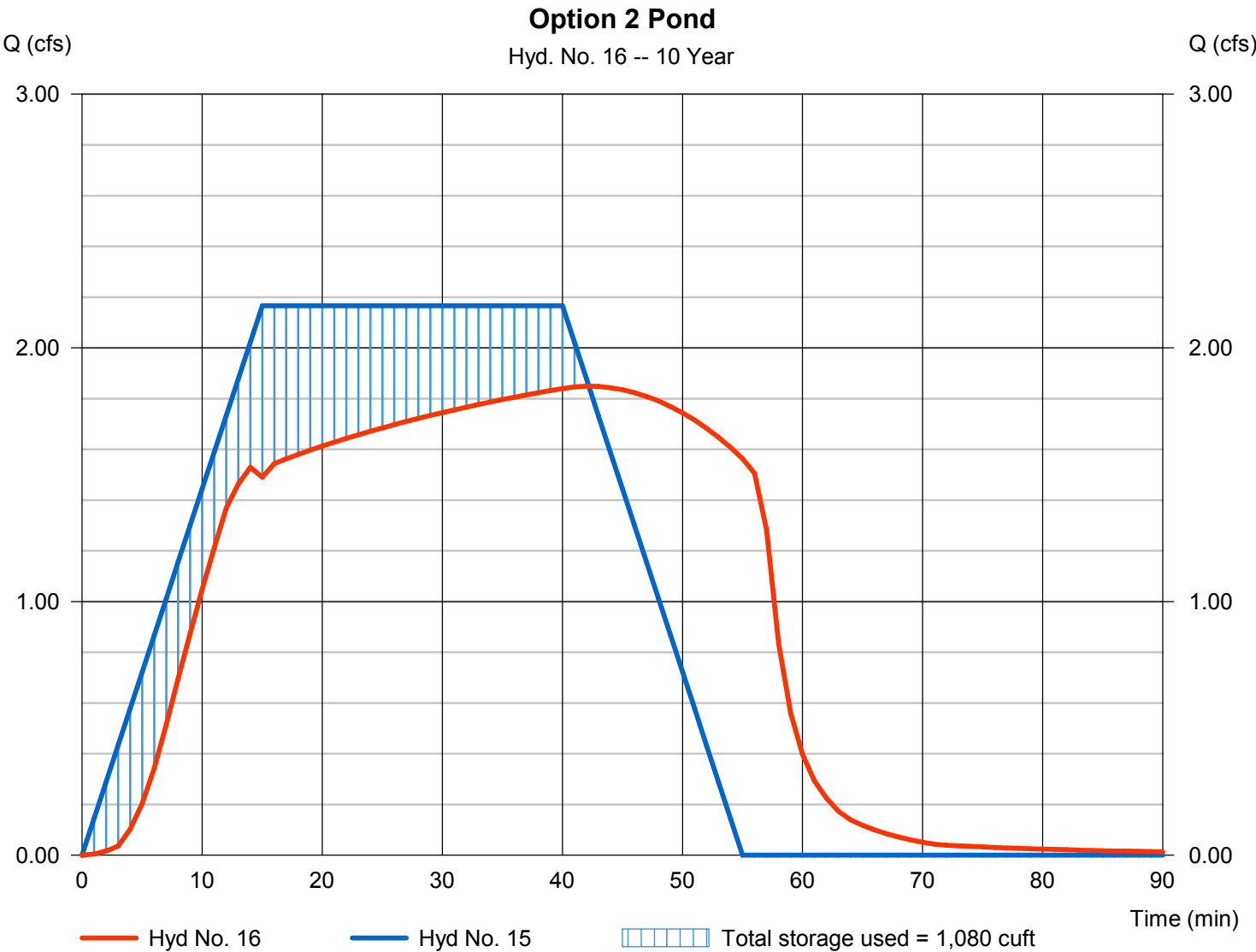
Friday, 11 / 8 / 2024

Hyd. No. 16

Option 2 Pond

Hydrograph type	= Reservoir	Peak discharge	= 1.849 cfs
Storm frequency	= 10 yrs	Time to peak	= 42 min
Time interval	= 1 min	Hyd. volume	= 5,199 cuft
Inflow hyd. No.	= 15 - A1 - MODIFIED RATIONAL	Max. Elevation	= 1194.61 ft
Reservoir name	= Option 2 Pond	Max. Storage	= 1,080 cuft

Storage Indication method used.



Hydrograph Report

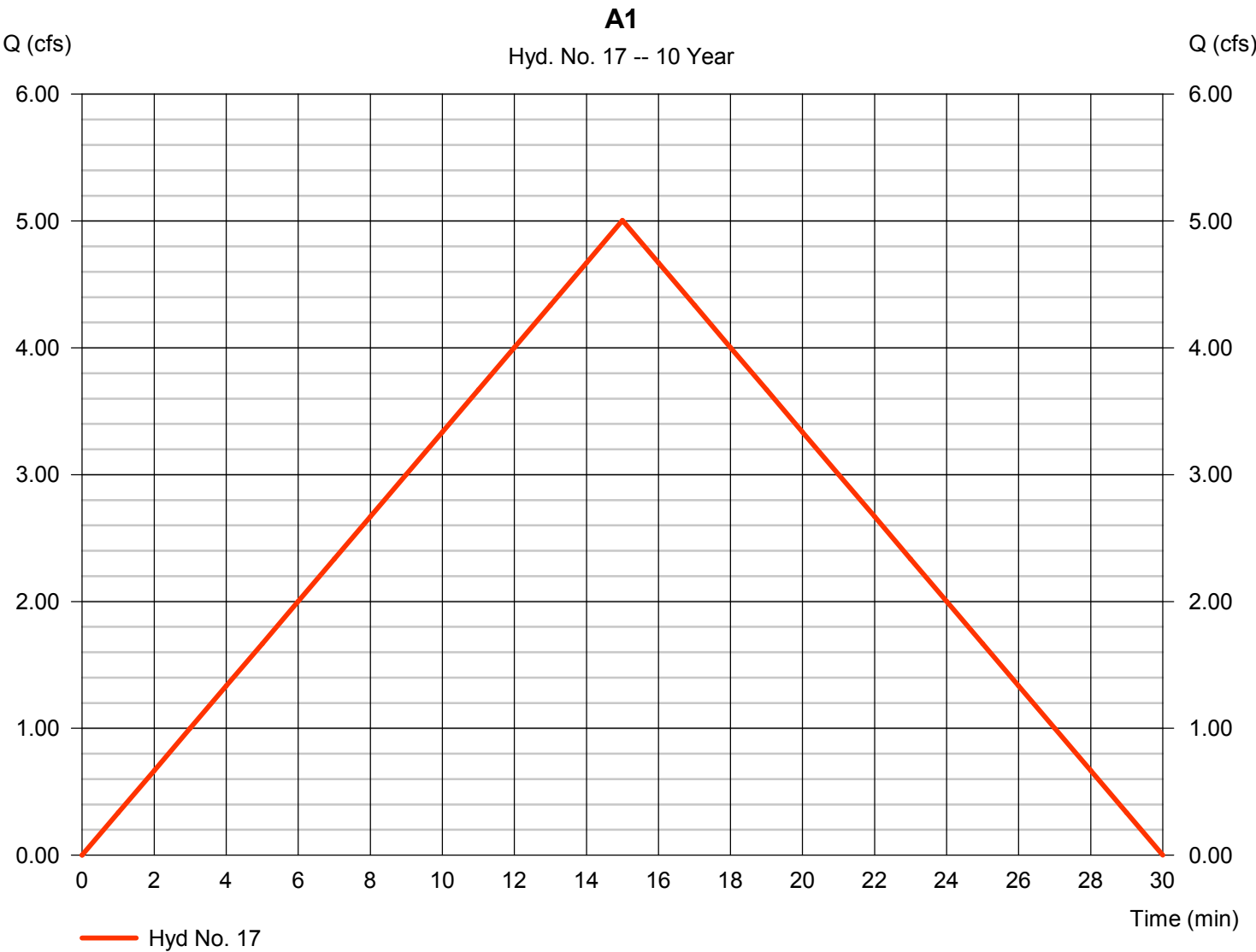
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 17

A1

Hydrograph type	= Rational	Peak discharge	= 5.004 cfs
Storm frequency	= 10 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 4,504 cuft
Drainage area	= 1.610 ac	Runoff coeff.	= 0.6
Intensity	= 5.180 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1

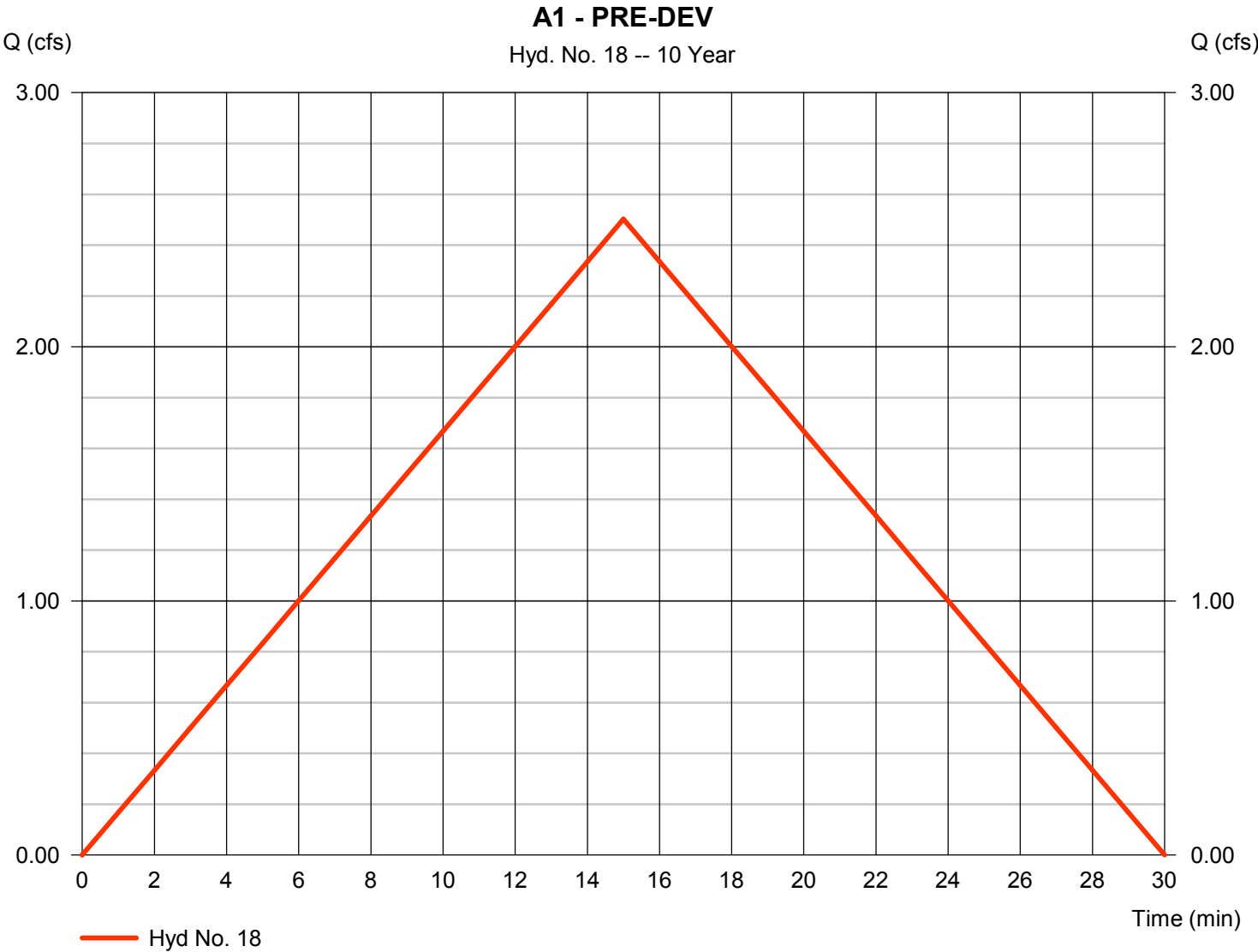


Hydrograph Report

Hyd. No. 18

A1 - PRE-DEV

Hydrograph type	= Rational	Peak discharge	= 2.502 cfs
Storm frequency	= 10 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 2,252 cuft
Drainage area	= 1.610 ac	Runoff coeff.	= 0.3
Intensity	= 5.180 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	Rational	7.215	1	15	6,493	-----	-----	-----	B1
2	Rational	20.26	1	15	18,232	-----	-----	-----	C1
3	Rational	11.52	1	15	10,365	-----	-----	-----	E1
4	Rational	0.370	1	15	333	-----	-----	-----	EX1 (OUTFALL)
5	Rational	55.68	1	15	50,116	-----	-----	-----	F1
6	Rational	0.694	1	15	624	-----	-----	-----	G1
7	Rational	3.607	1	15	3,247	-----	-----	-----	H1
8	Rational	0.647	1	15	583	-----	-----	-----	I1
9	Rational	15.54	1	15	13,986	-----	-----	-----	J1
10	Rational	6.244	1	15	5,619	-----	-----	-----	K1
11	Rational	13.78	1	15	12,404	-----	-----	-----	L1
12	Rational	5.087	1	15	4,579	-----	-----	-----	N1
13	Rational	0.647	1	15	583	-----	-----	-----	M1
14	Rational	4.671	1	15	4,204	-----	-----	-----	D1
15	Mod. Rational	3.116	1	15	8,440	-----	-----	-----	A1 - MODIFIED RATIONAL
16	Reservoir	2.282	1	49	8,411	15	1195.67	2,676	Option 2 Pond
17	Rational	7.446	1	15	6,702	-----	-----	-----	A1
18	Rational	3.723	1	15	3,351	-----	-----	-----	A1 - PRE-DEV
Abilene Drainage Study Hydrograph CH (Updated 11/8/2024)					Reg. Area = 10.00 ac			Friday, 11 / 8 / 2024	

Hydrograph Report

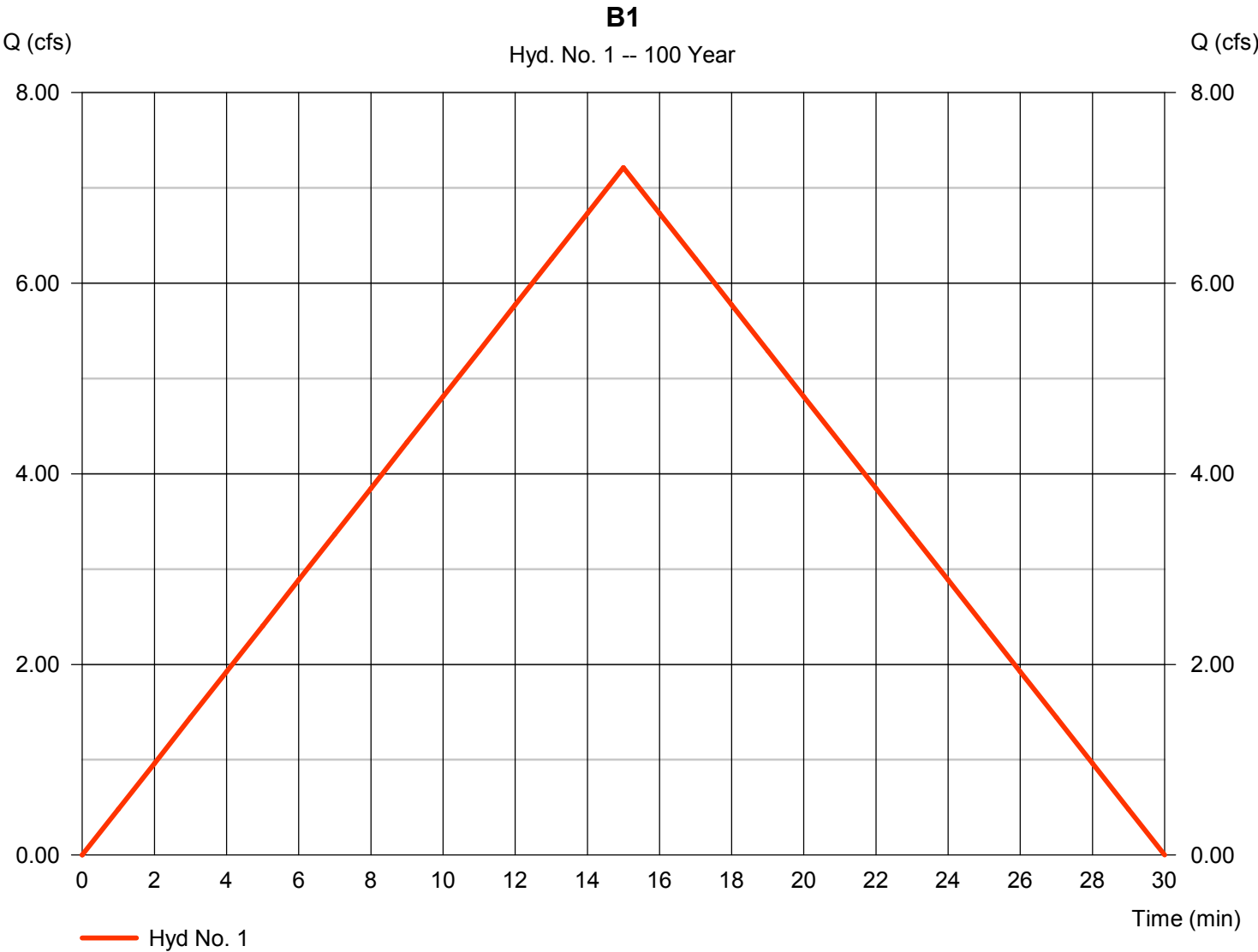
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 1

B1

Hydrograph type	= Rational	Peak discharge	= 7.215 cfs
Storm frequency	= 100 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 6,493 cuft
Drainage area	= 1.560 ac	Runoff coeff.	= 0.6
Intensity	= 7.708 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

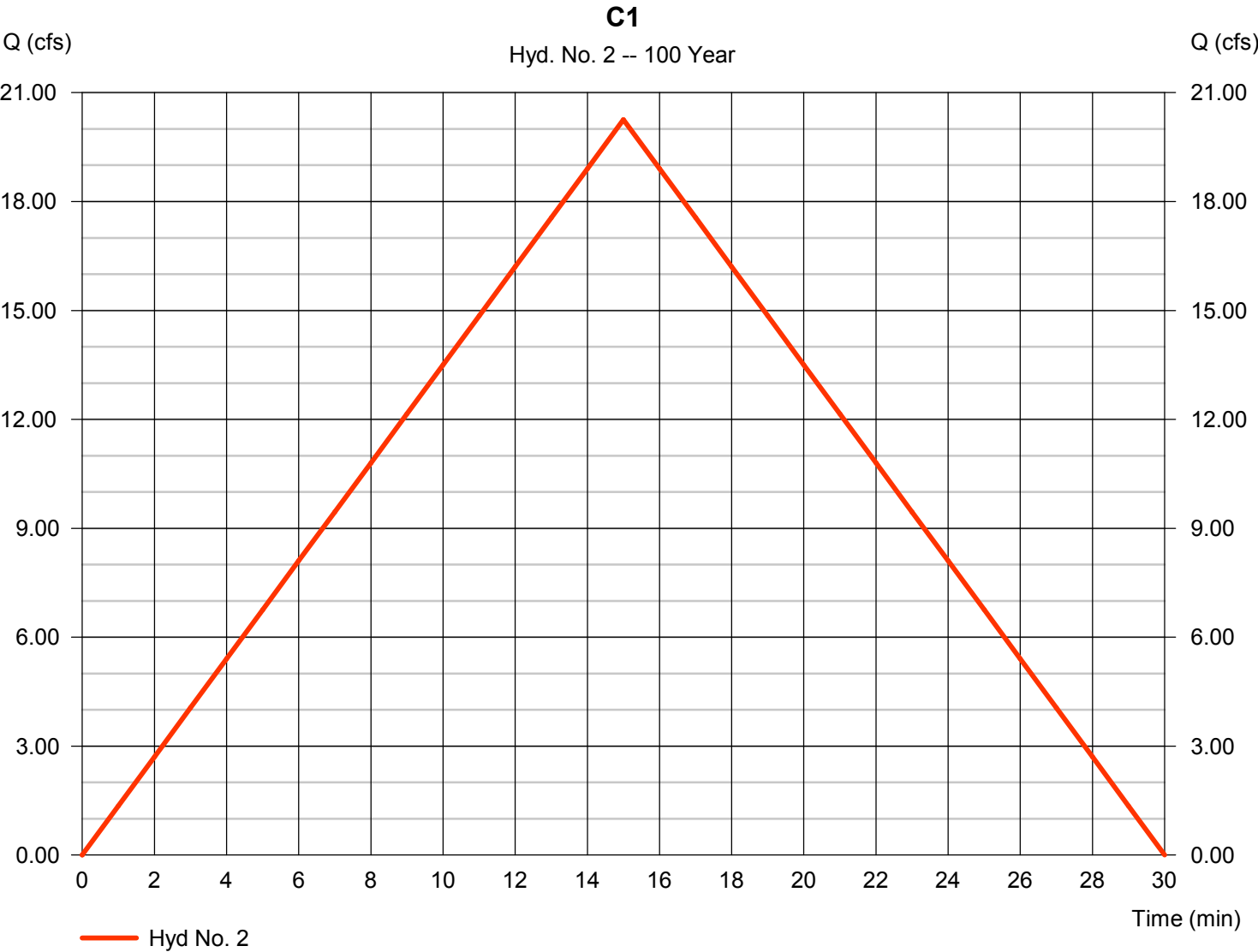
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 2

C1

Hydrograph type	= Rational	Peak discharge	= 20.26 cfs
Storm frequency	= 100 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 18,232 cuft
Drainage area	= 4.380 ac	Runoff coeff.	= 0.6
Intensity	= 7.708 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

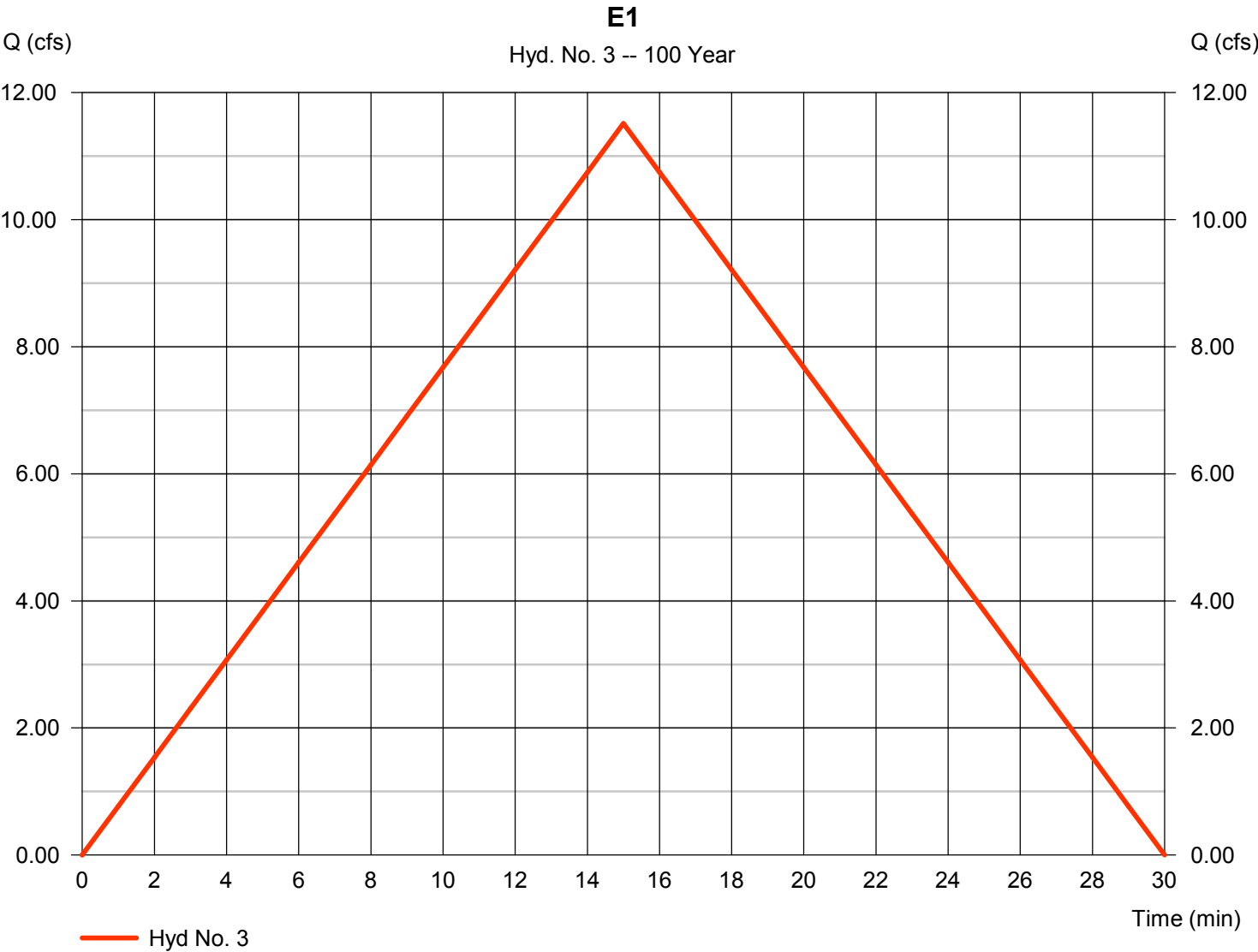
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 3

E1

Hydrograph type	= Rational	Peak discharge	= 11.52 cfs
Storm frequency	= 100 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 10,365 cuft
Drainage area	= 2.490 ac	Runoff coeff.	= 0.6
Intensity	= 7.708 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

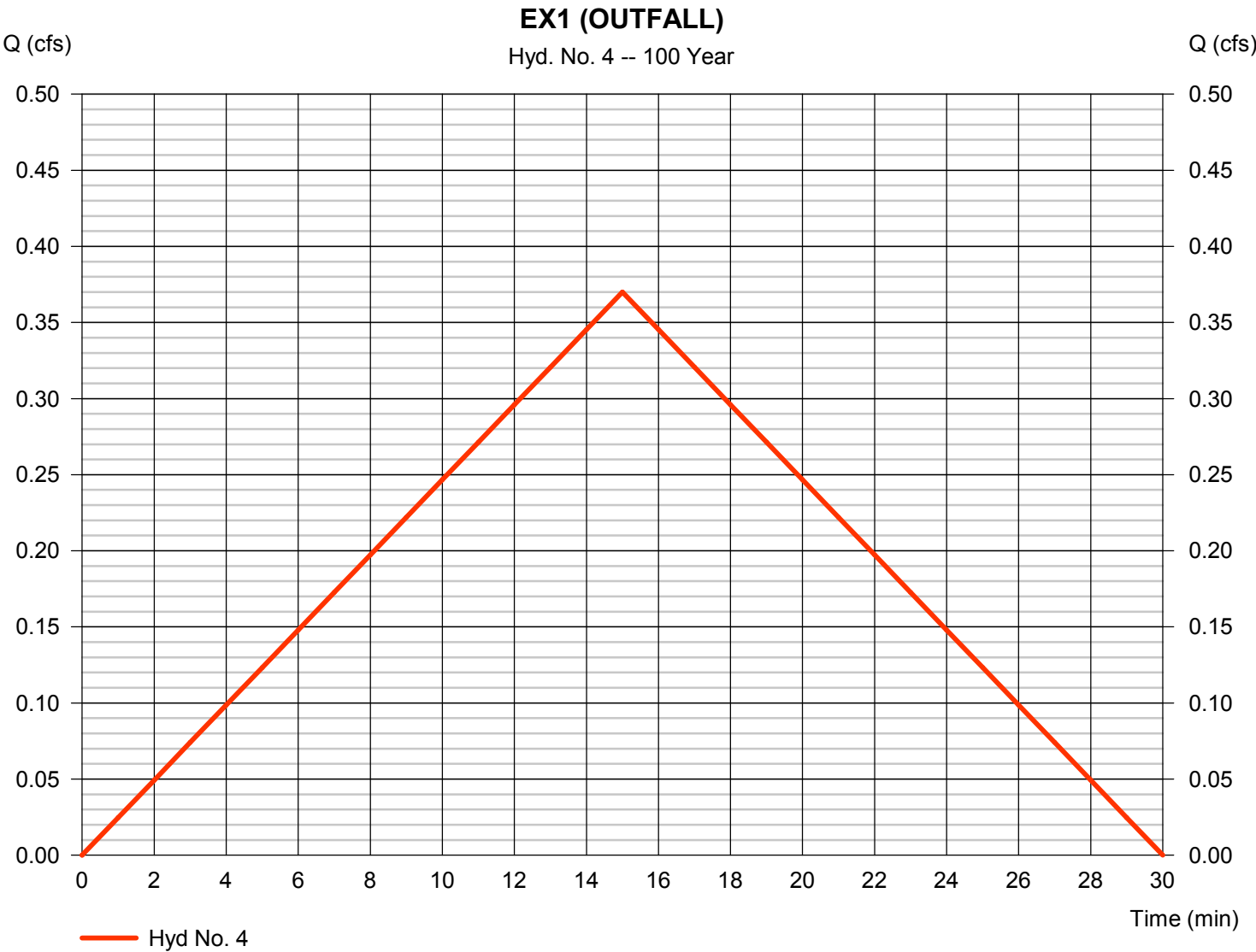
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 4

EX1 (OUTFALL)

Hydrograph type	= Rational	Peak discharge	= 0.370 cfs
Storm frequency	= 100 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 333 cuft
Drainage area	= 0.080 ac	Runoff coeff.	= 0.6
Intensity	= 7.708 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

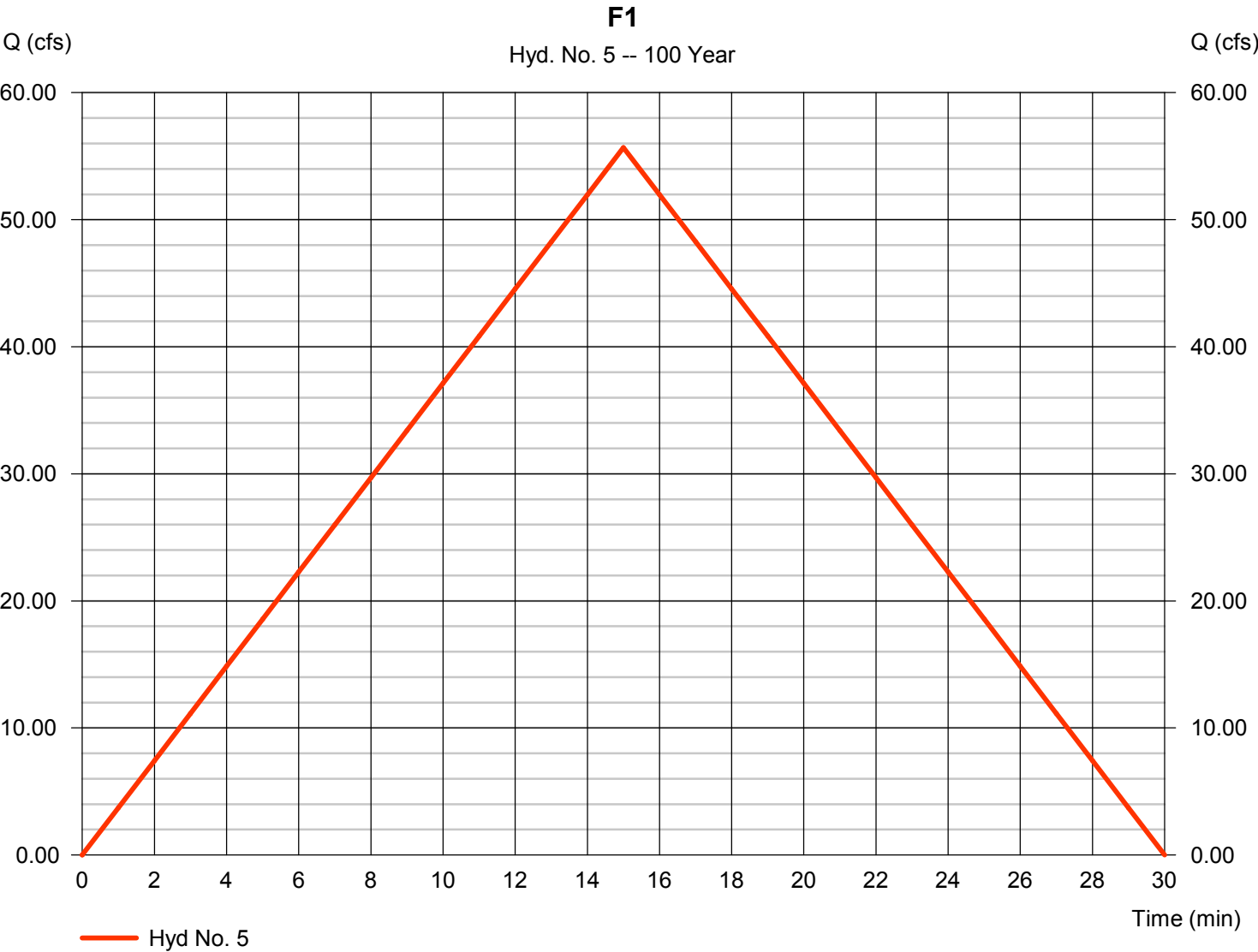
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 5

F1

Hydrograph type	= Rational	Peak discharge	= 55.68 cfs
Storm frequency	= 100 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 50,116 cuft
Drainage area	= 12.040 ac	Runoff coeff.	= 0.6
Intensity	= 7.708 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 6

G1

Hydrograph type	= Rational	Peak discharge	= 0.694 cfs
Storm frequency	= 100 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 624 cuft
Drainage area	= 0.150 ac	Runoff coeff.	= 0.6
Intensity	= 7.708 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

Hyd. No. 7

H1

Hydrograph type	= Rational	Peak discharge	= 3.607 cfs
Storm frequency	= 100 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 3,247 cuft
Drainage area	= 0.780 ac	Runoff coeff.	= 0.6
Intensity	= 7.708 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 8

I1

Hydrograph type	= Rational	Peak discharge	= 0.647 cfs
Storm frequency	= 100 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 583 cuft
Drainage area	= 0.140 ac	Runoff coeff.	= 0.6
Intensity	= 7.708 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

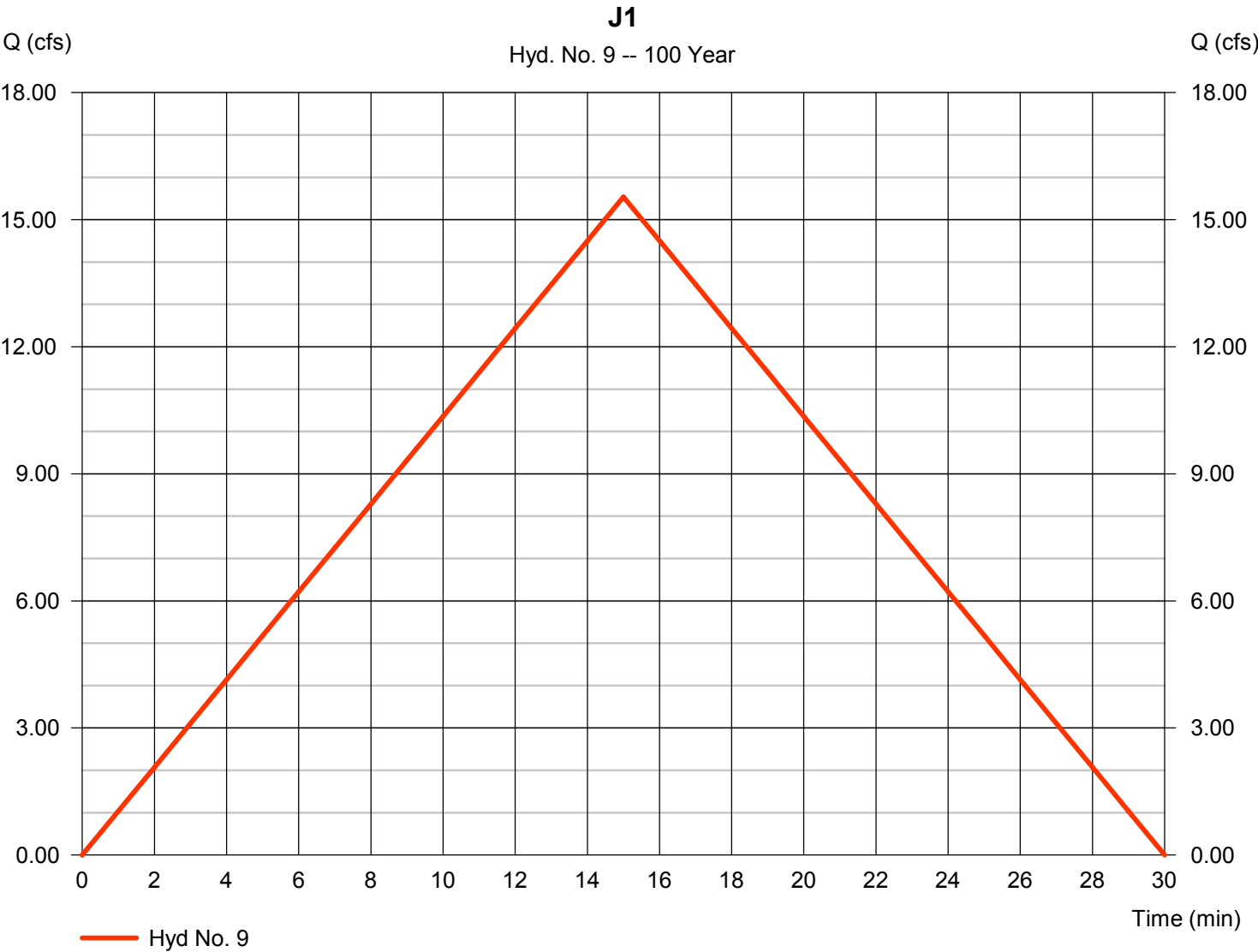
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 9

J1

Hydrograph type	= Rational	Peak discharge	= 15.54 cfs
Storm frequency	= 100 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 13,986 cuft
Drainage area	= 3.360 ac	Runoff coeff.	= 0.6
Intensity	= 7.708 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

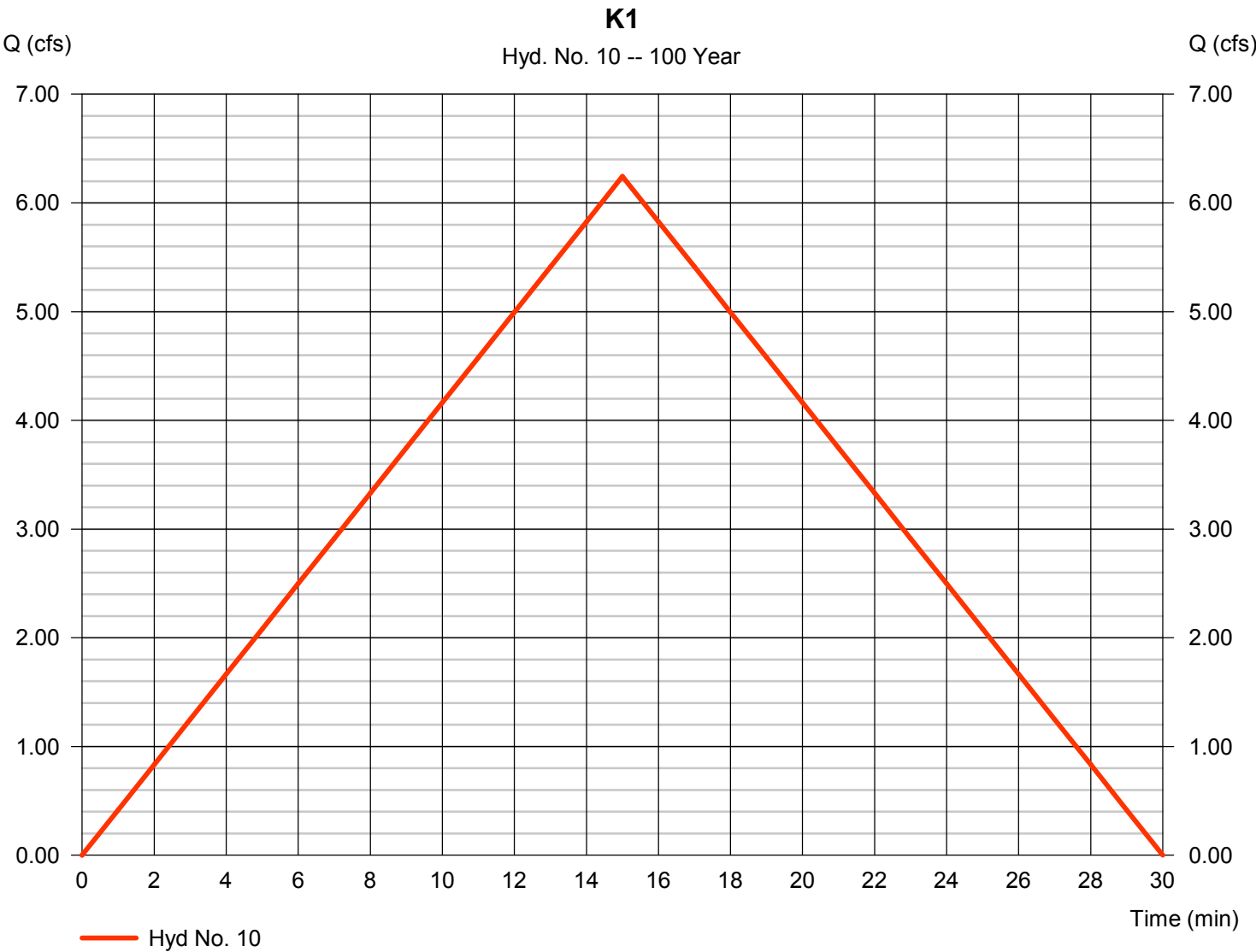
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 10

K1

Hydrograph type	= Rational	Peak discharge	= 6.244 cfs
Storm frequency	= 100 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 5,619 cuft
Drainage area	= 1.350 ac	Runoff coeff.	= 0.6
Intensity	= 7.708 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1

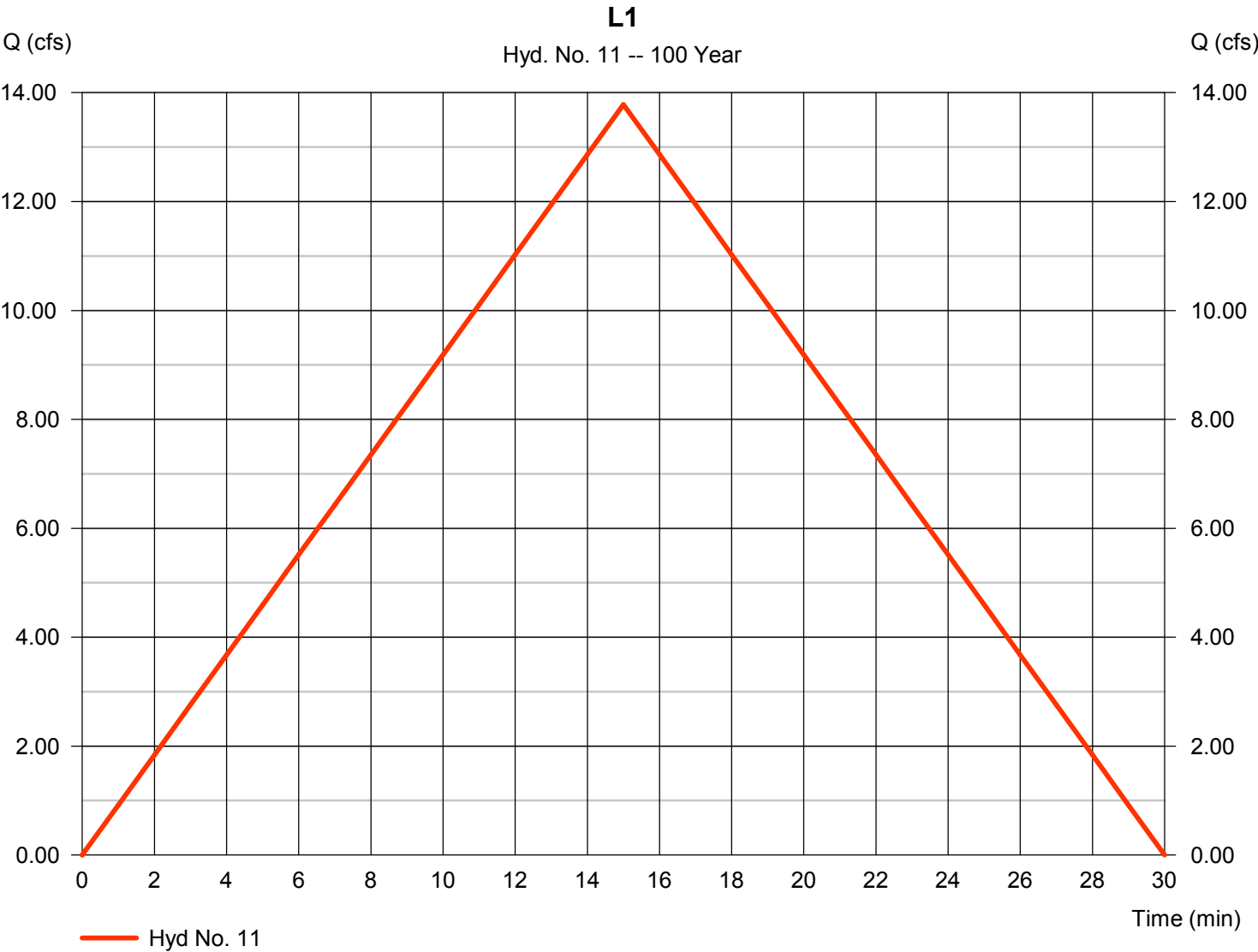


Hydrograph Report

Hyd. No. 11

L1

Hydrograph type	= Rational	Peak discharge	= 13.78 cfs
Storm frequency	= 100 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 12,404 cuft
Drainage area	= 2.980 ac	Runoff coeff.	= 0.6
Intensity	= 7.708 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

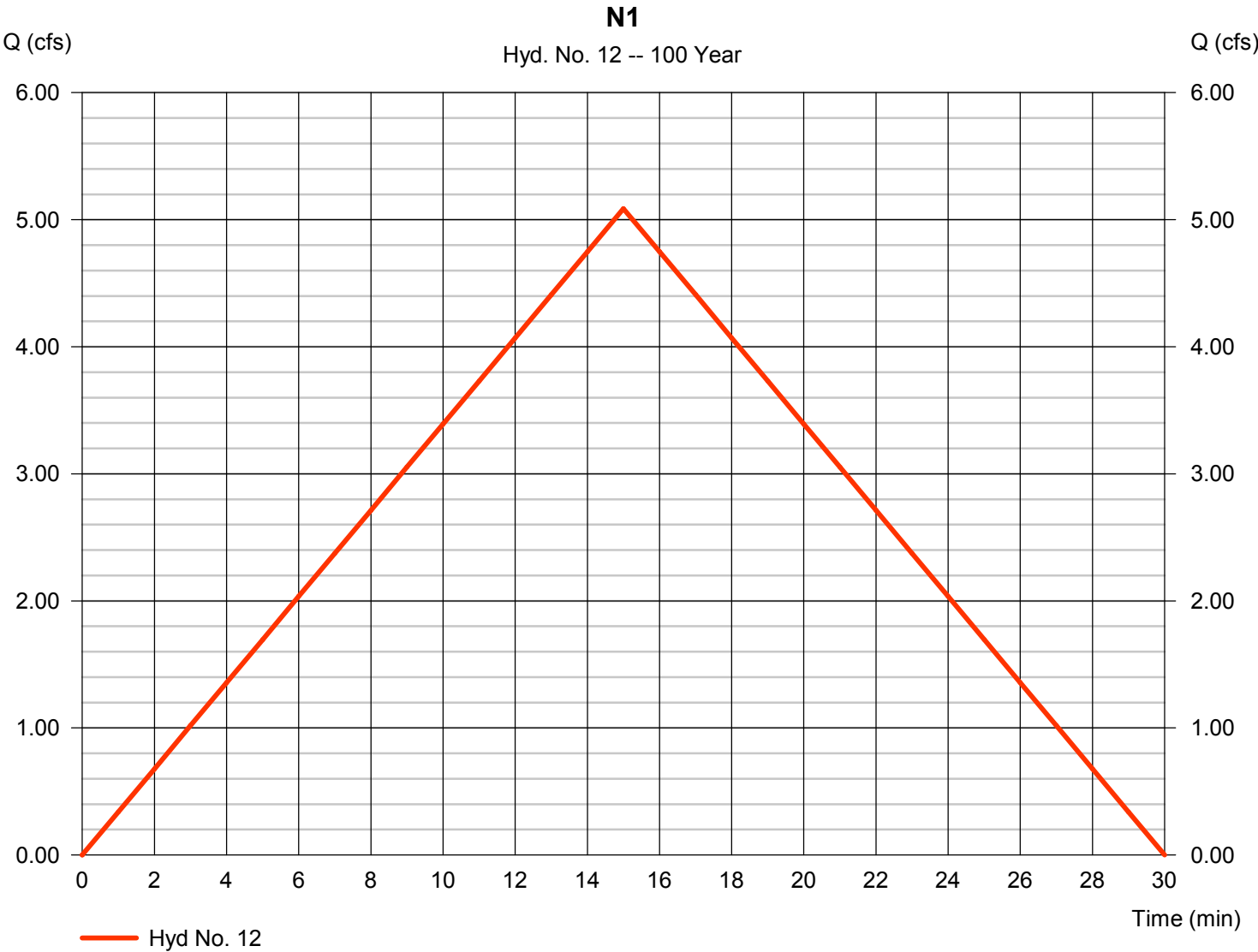
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 12

N1

Hydrograph type	= Rational	Peak discharge	= 5.087 cfs
Storm frequency	= 100 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 4,579 cuft
Drainage area	= 1.100 ac	Runoff coeff.	= 0.6
Intensity	= 7.708 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1

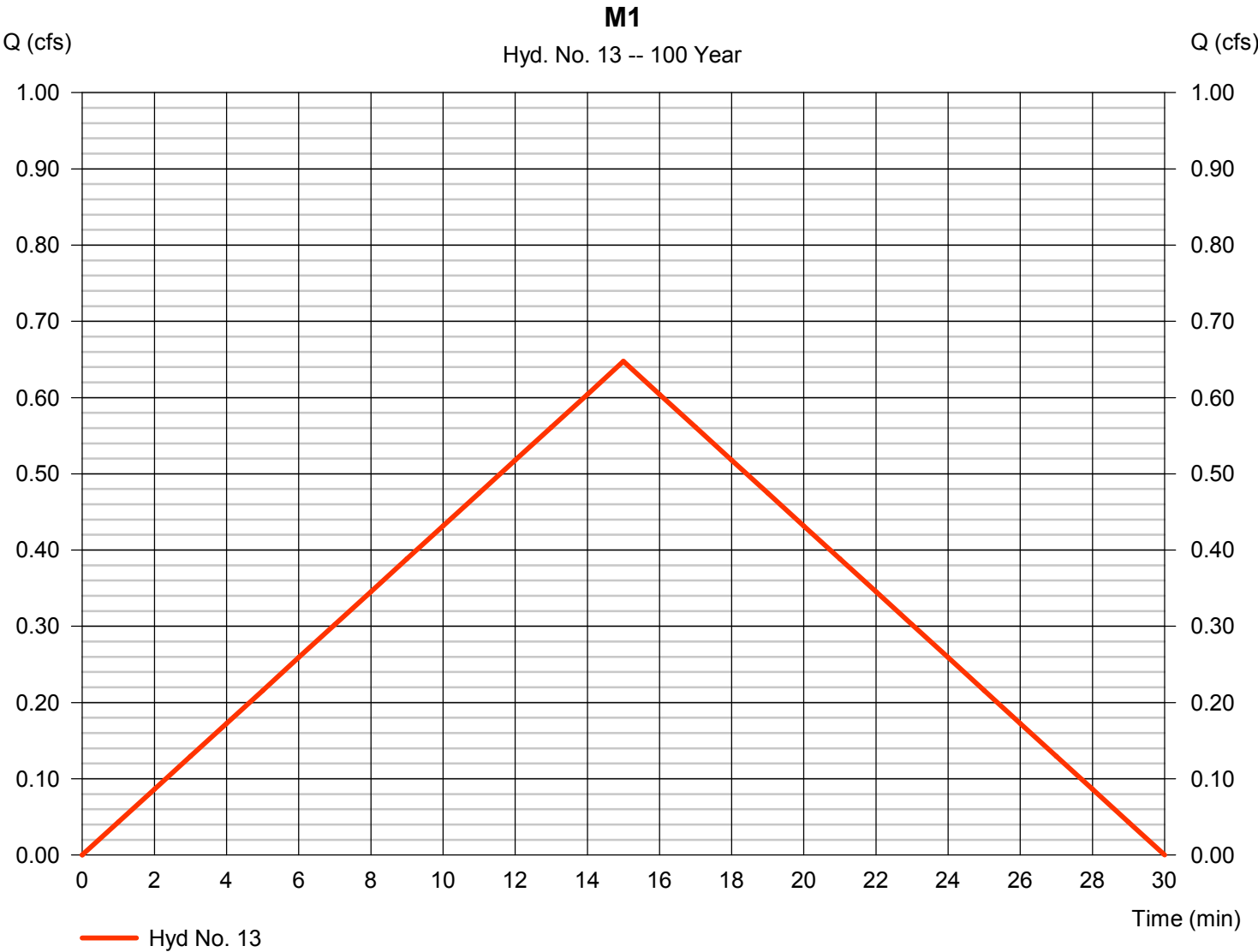


Hydrograph Report

Hyd. No. 13

M1

Hydrograph type	= Rational	Peak discharge	= 0.647 cfs
Storm frequency	= 100 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 583 cuft
Drainage area	= 0.140 ac	Runoff coeff.	= 0.6
Intensity	= 7.708 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

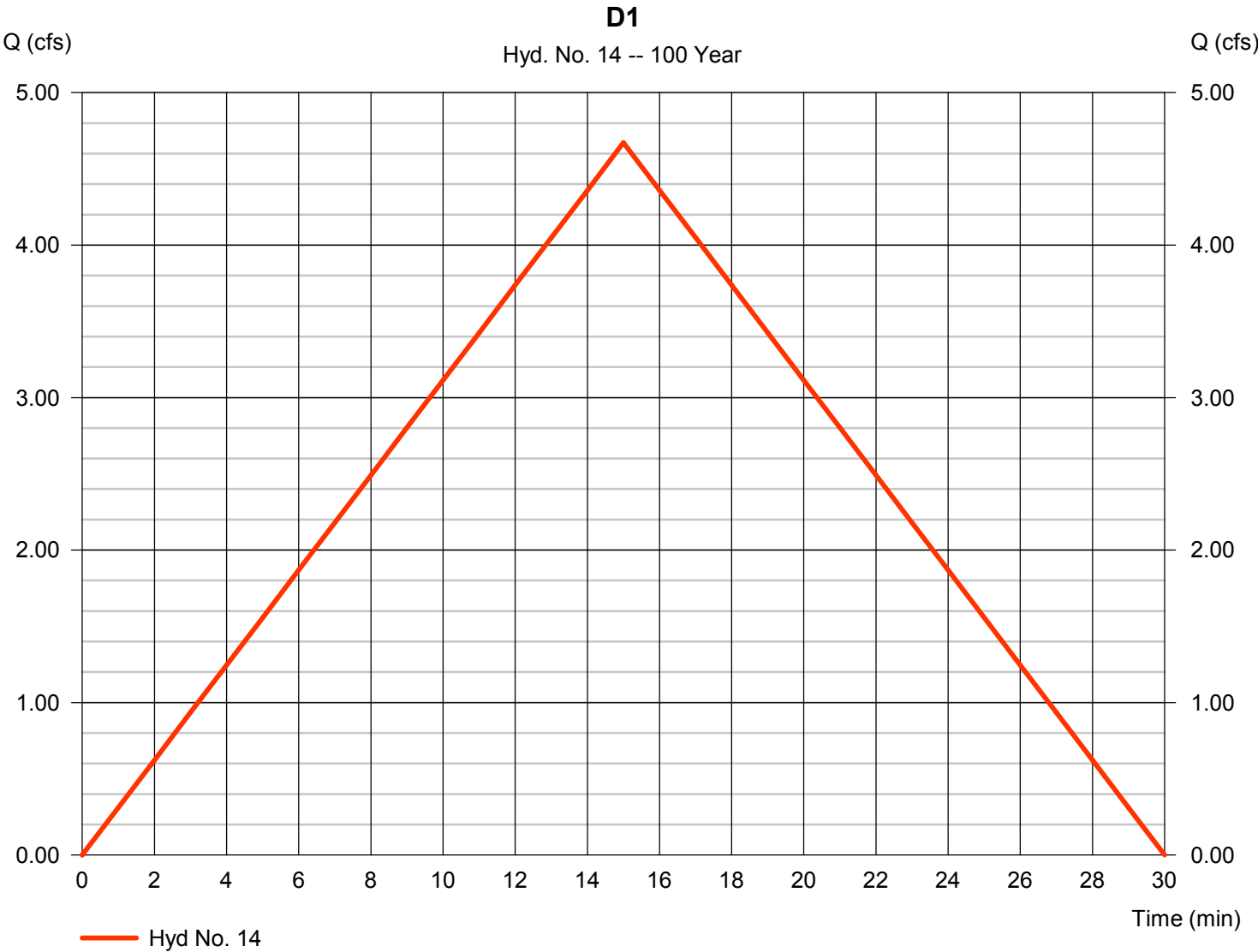
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 14

D1

Hydrograph type	= Rational	Peak discharge	= 4.671 cfs
Storm frequency	= 100 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 4,204 cuft
Drainage area	= 1.010 ac	Runoff coeff.	= 0.6
Intensity	= 7.708 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

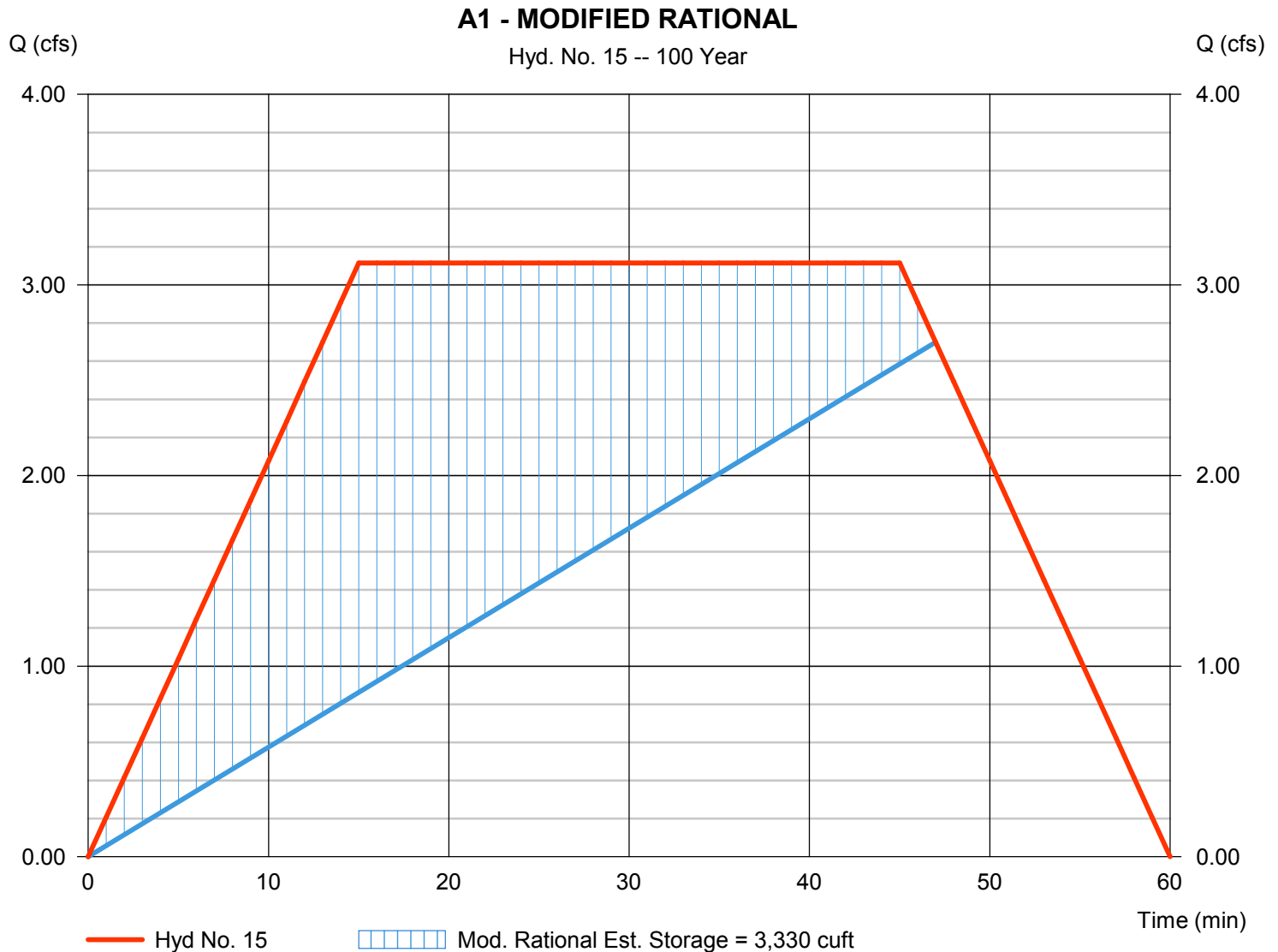
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 15

A1 - MODIFIED RATIONAL

Hydrograph type	= Mod. Rational	Peak discharge	= 3.116 cfs
Storm frequency	= 100 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 8,440 cuft
Drainage area	= 1.210 ac	Runoff coeff.	= 0.6
Intensity	= 4.292 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Storm duration	= 3.0 x Tc
Target Q	= 2.800 cfs	Est. Req'd Storage	= 3,330 cuft



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

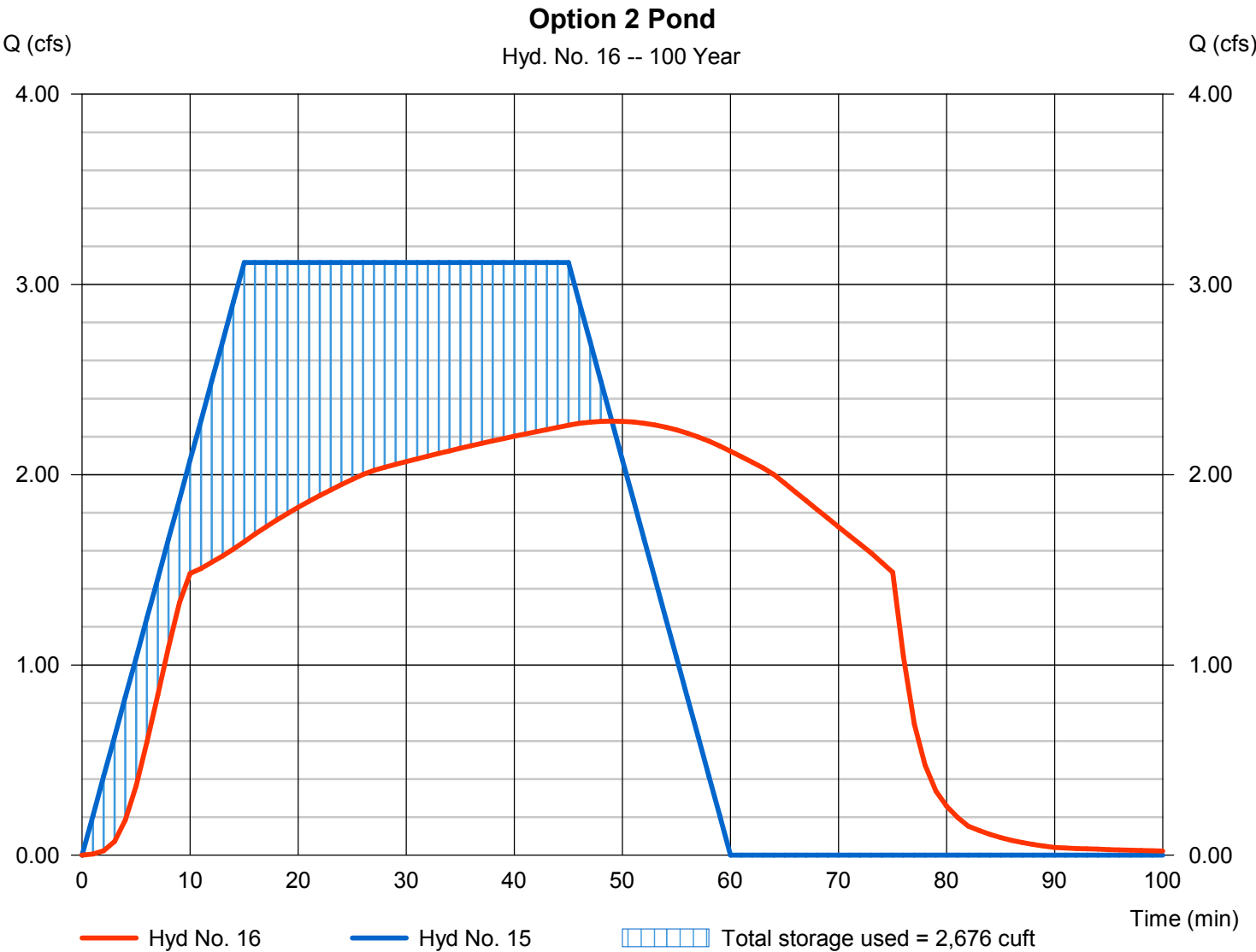
Friday, 11 / 8 / 2024

Hyd. No. 16

Option 2 Pond

Hydrograph type	= Reservoir	Peak discharge	= 2.282 cfs
Storm frequency	= 100 yrs	Time to peak	= 49 min
Time interval	= 1 min	Hyd. volume	= 8,411 cuft
Inflow hyd. No.	= 15 - A1 - MODIFIED RATIONAL	Max. Elevation	= 1195.67 ft
Reservoir name	= Option 2 Pond	Max. Storage	= 2,676 cuft

Storage Indication method used.

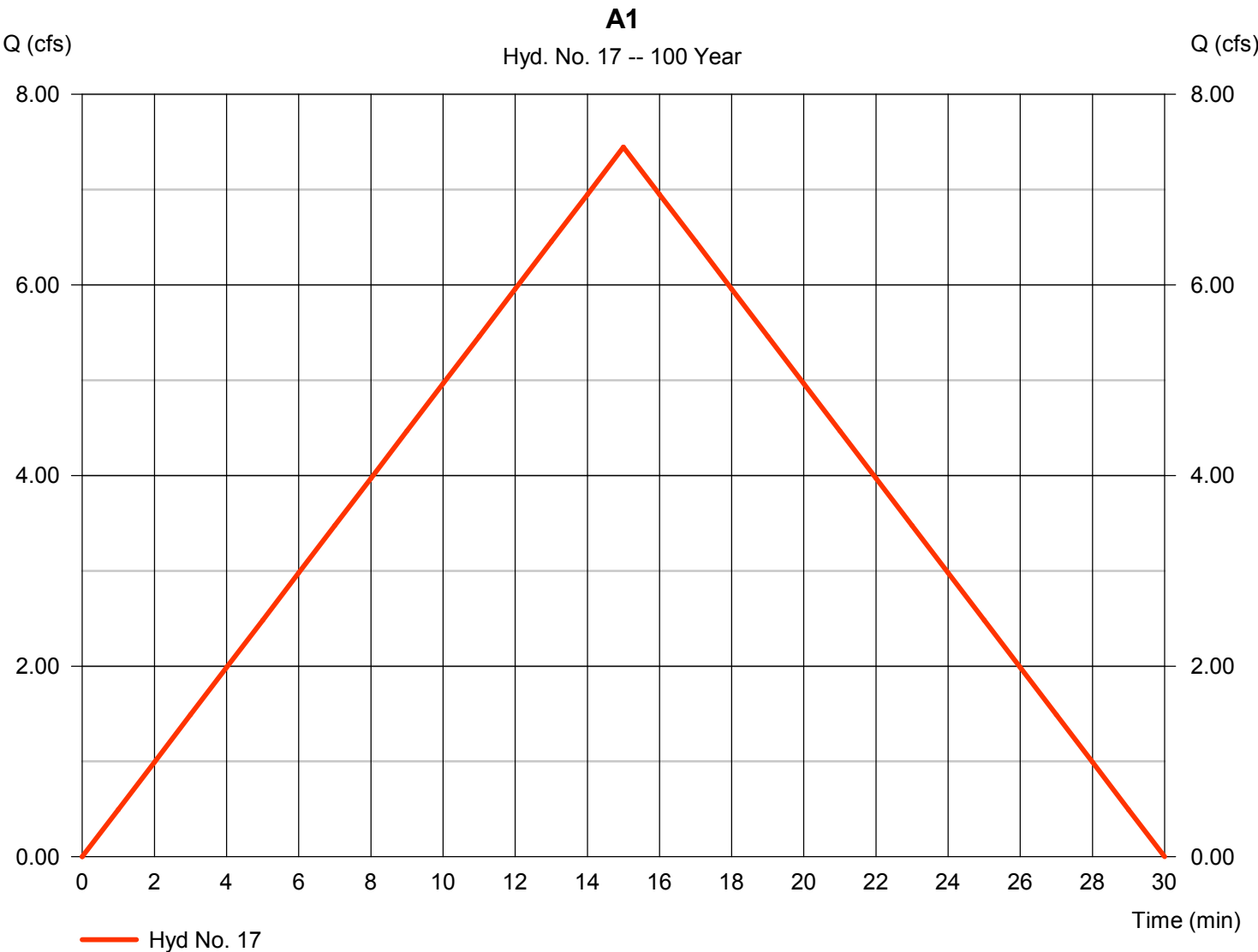


Hydrograph Report

Hyd. No. 17

A1

Hydrograph type	= Rational	Peak discharge	= 7.446 cfs
Storm frequency	= 100 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 6,702 cuft
Drainage area	= 1.610 ac	Runoff coeff.	= 0.6
Intensity	= 7.708 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Friday, 11 / 8 / 2024

Hyd. No. 18

A1 - PRE-DEV

Hydrograph type	= Rational	Peak discharge	= 3.723 cfs
Storm frequency	= 100 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 3,351 cuft
Drainage area	= 1.610 ac	Runoff coeff.	= 0.3
Intensity	= 7.708 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1



Hydraflow Rainfall Report

Return Period (Yrs)	Intensity-Duration-Frequency Equation Coefficients (FHA)			
	B	D	E	(N/A)
1	25.7181	5.3000	0.7070	-----
2	29.0047	5.1000	0.6969	-----
3	0.0000	0.0000	0.0000	-----
5	36.1916	5.2000	0.6956	-----
10	38.0214	4.6000	0.6699	-----
25	41.0167	4.0000	0.6429	-----
50	40.7351	3.2000	0.6105	-----
100	41.8686	2.7000	0.5889	-----

File name: Dickinson Co.IDF

Intensity = B / (Tc + D)^E

Return Period (Yrs)	Intensity Values (in/hr)											
	5 min	10	15	20	25	30	35	40	45	50	55	60
1	4.95	3.74	3.06	2.62	2.31	2.07	1.88	1.74	1.61	1.51	1.42	1.34
2	5.79	4.37	3.58	3.07	2.70	2.43	2.21	2.04	1.90	1.77	1.67	1.58
3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	7.20	5.45	4.47	3.84	3.38	3.04	2.77	2.55	2.37	2.22	2.09	1.98
10	8.36	6.31	5.18	4.45	3.93	3.54	3.23	2.99	2.78	2.61	2.46	2.33
25	9.99	7.52	6.18	5.32	4.71	4.25	3.89	3.60	3.36	3.16	2.98	2.83
50	11.27	8.43	6.93	5.97	5.30	4.80	4.41	4.09	3.82	3.60	3.41	3.24
100	12.58	9.37	7.71	6.66	5.92	5.37	4.94	4.59	4.30	4.05	3.84	3.66

Tc = time in minutes. Values may exceed 60.

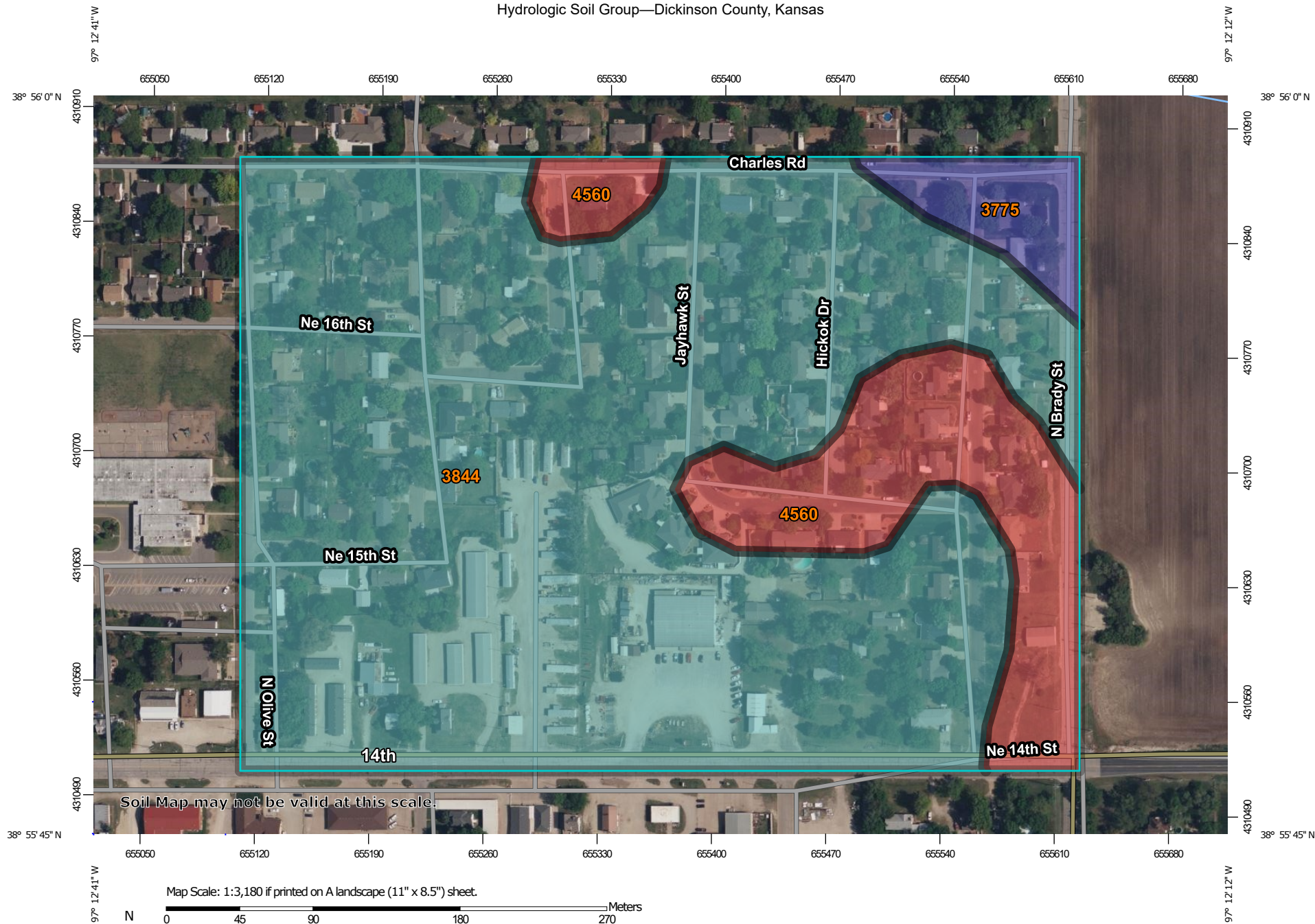
Precip. file name: Sample.pcp

Storm Distribution	Rainfall Precipitation Table (in)							
	1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr
SCS 24-hour	0.00	2.20	0.00	3.30	4.25	5.77	6.80	7.95
SCS 6-Hr	0.00	1.80	0.00	0.00	2.60	0.00	0.00	4.00
Huff-1st	0.00	1.55	0.00	2.75	4.00	5.38	6.50	8.00
Huff-2nd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-3rd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-4th	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-Indy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Custom	0.00	1.75	0.00	2.80	3.90	5.25	6.00	7.10

APPENDIX C:

Soils Report

Hydrologic Soil Group—Dickinson County, Kansas



Soil Map may not be valid at this scale.

Map Scale: 1:3,180 if printed on a landscape (11" x 8.5") sheet.

0 45 90 180 270 Meters

0 150 300 600 900 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge ticks: UTM Zone 14N WGS84



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

11/6/2024
Page 1 of 4

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Lines

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Points

 A
 A/D
 B
 B/D

 C
 C/D
 D
 Not rated or not available

Water Features

 Streams and Canals

Transportation

 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Dickinson County, Kansas
 Survey Area Data: Version 23, Sep 5, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 15, 2021—Jun 12, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
3775	Muir silt loam, rarely flooded	B	1.7	3.6%
3844	Geary silt loam, 3 to 7 percent slopes	C	39.1	81.7%
4560	Clime silty clay loam, 7 to 15 percent slopes	D	7.0	14.7%
Totals for Area of Interest			47.8	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

DWG: F:\2022\00501-01000\022-00584-M 40-Design\Reports\SDN\Drainage Study\Abilene Storage Facility_Drainage Area Map.dwg
DATE: 2/26/20 USER: chm

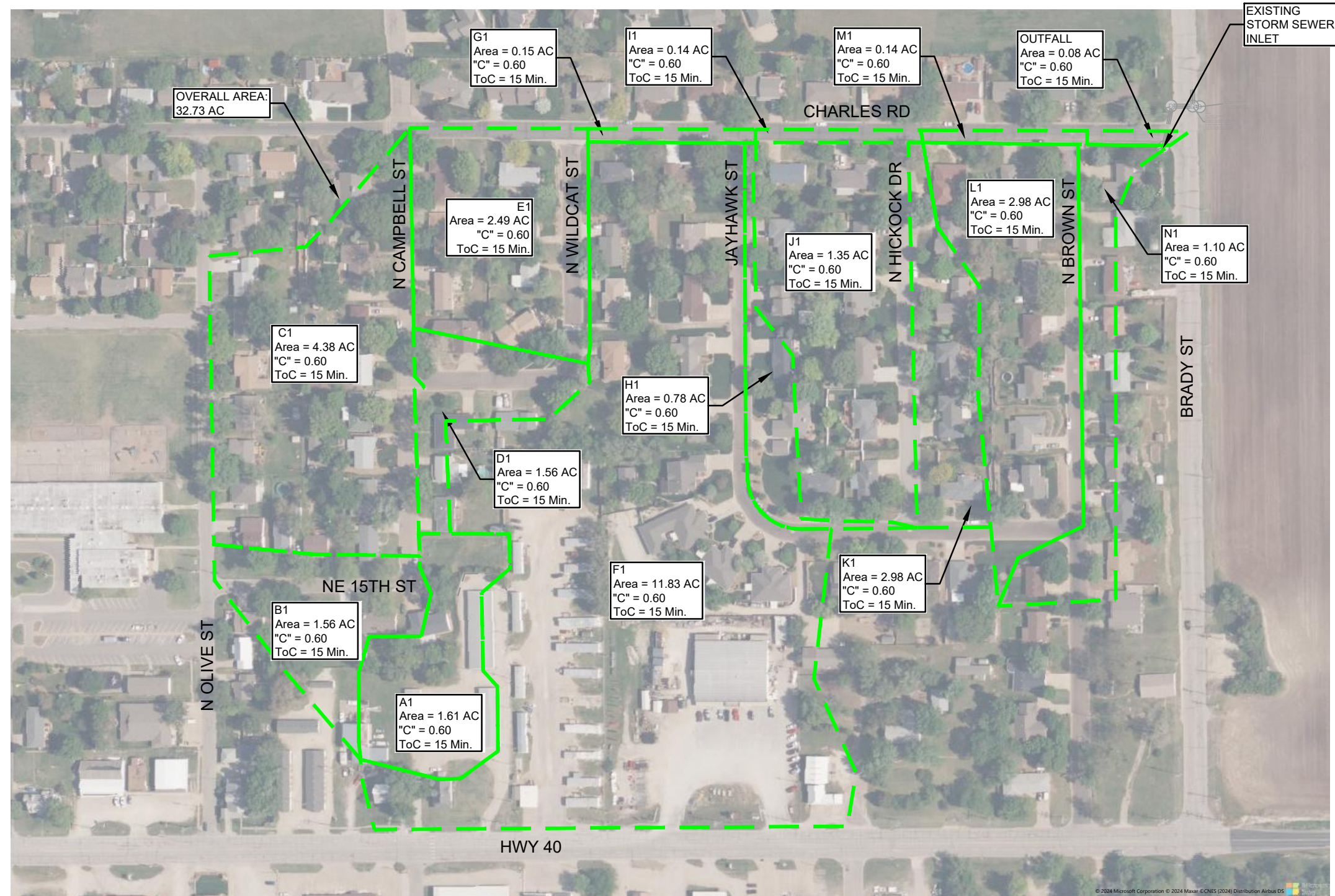
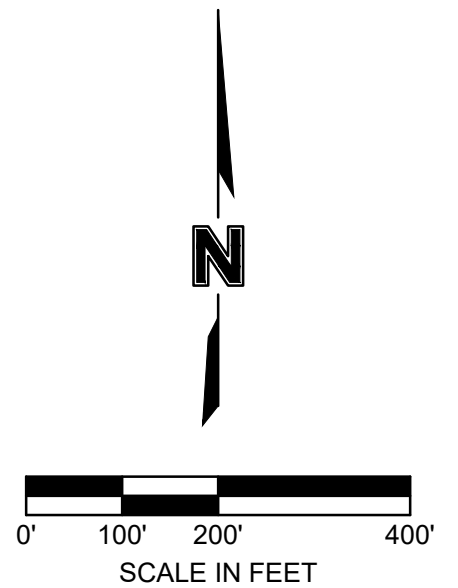


EXHIBIT 1: DRAINAGE AREA MAP



olsson

302 S. 4th Street, Suite 110
Manhattan, Kansas 66502

TEL 785.539.6900

www.olsson.com

DWG: F:\2022\00501-01000\022-00584-M\40-Design\Reports\SDN\Drainage Study\Abilene Storage Facility_Drainage Area Map.dwg
DATE: 2/26/20 USER: chm



EXHIBIT 2: PROPOSED OPTION 1

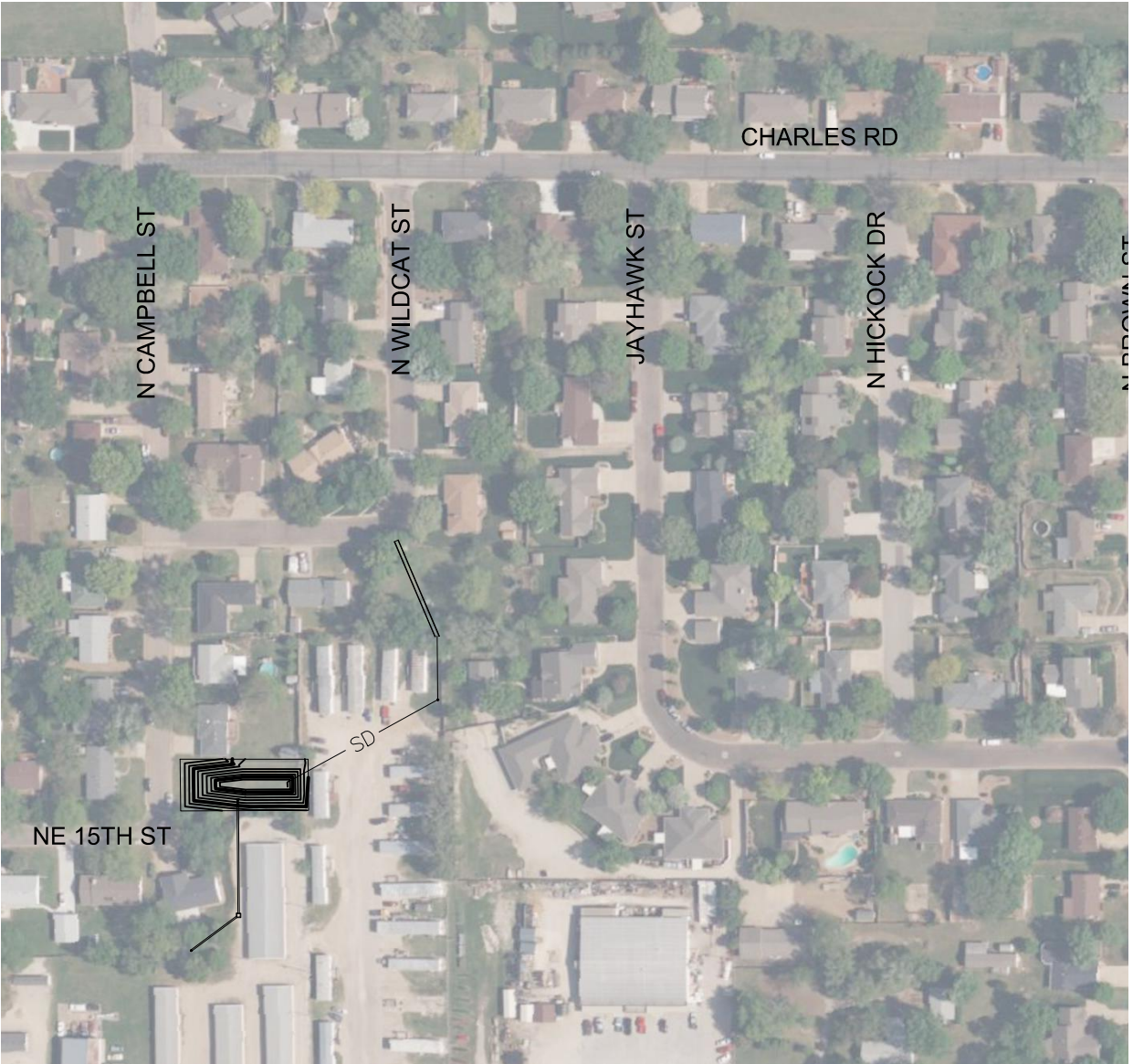
olsson

302 S. 4th Street, Suite 110
Manhattan, Kansas 66502
TEL 785.539.6900
www.olsson.com



PROPOSED DETENTION BASIN
Scale: 1"=100'

EXHIBIT 3: PROPOSED OPTION 2

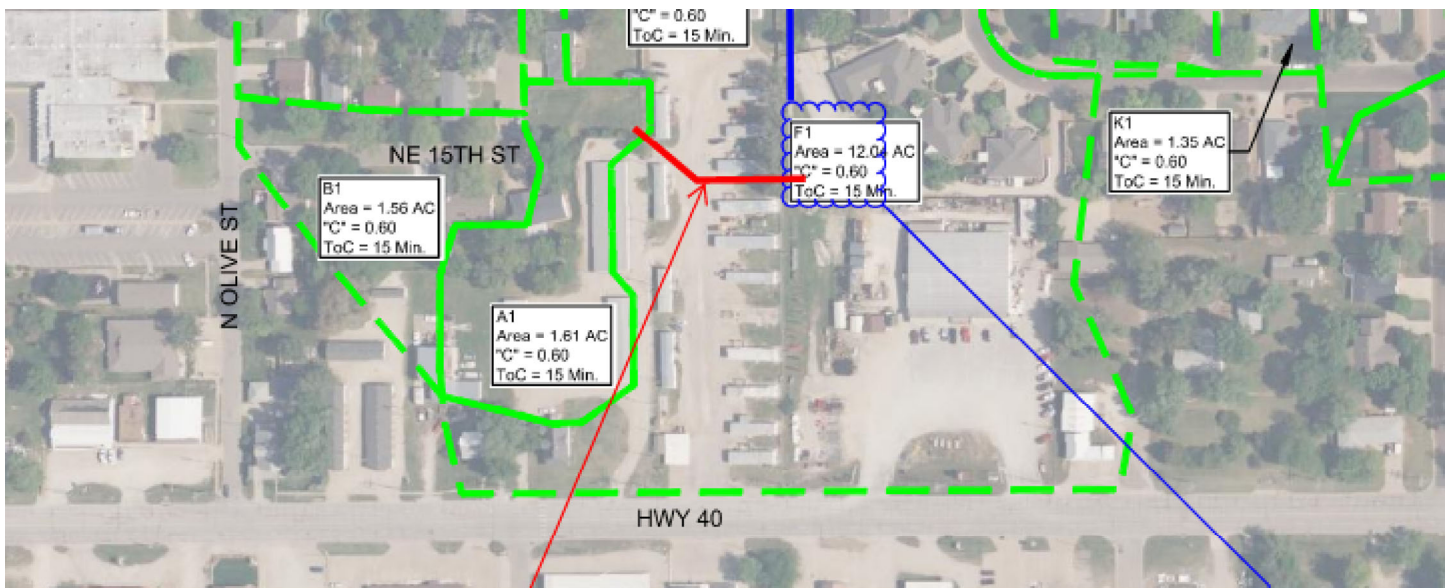


OVERALL PROJECT SITE
Scale: 1"=200'



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Manhattan, Kansas 66502
TEL 785.539.6900
www.olsson.com



TO LOOK AT COLLECTING AND ROUTING
DRAINAGE TO PROPOSED BASIN IN A1

EXHIBIT 1: DRAINAGE AREA MAP

TO LOOK AT POTENTIAL
DETENTION BASIN IN THIS AREA.

CITY COMMISION COMMENTS 11/25



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

Land Bank Meeting Date: Monday, February 10, 2025

Session: Study Session

Topic: Discussion about Land Bank lots

Department: Community Development

Staff Contact: Kari Zook/Ron Marsh

Background:

- At their December 30, 2024 meeting, the Land Bank Board accepted the donation of three lots in the Cedar Ridge development.
- This development was set up on two different 20-year special assessment payment schedules. One for Streets, Street Lighting, Sanitary Sewer & Water Improvements, and the other for Storm Sewer & Drainage Improvements. The first year payment started in 2009, the final year will be in 2028.
- **Block 4, Lot 1:**
 - Paid to date: \$15,682.02 (2009-2017)
 - Past due: \$10,757.91 (2018-2023)
 - Remaining balance due: \$9,240.28 (2024-2028)
 - **Total taxes abated: \$16,960.21**
- **Block 6, Lot 2:**
 - Paid to date: \$15,682.02 (2009-2017)
 - Past due: \$10,757.91 (2018-2023)
 - Remaining balance due: \$9,240.28 (2024-2028)
 - **Total taxes abated: \$16,727.25**
- **Block 6, Lot 5:**
 - Paid to date: \$97,803.73 (2009-2016)
 - Past due: \$88,192.17 (2017-2023)
 - Remaining balance due: \$65,002.54 (2024-2028)
 - **Total taxes abated: \$137,527.53**
- Included in the agenda packet is a document explaining the options the Governing Body has in addressing the delinquent and remaining specials on the lots. Once the issue of specials is determined, the Governing Body needs to determine the price of each lot and what, if any, incentives will be involved.
- The City Land Bank owns four properties in Cedar Ridge, plus the large 17.3-acre lot west and south of the development.
- For consistency with existing city lots in the Land Bank, a price of \$7500 per lot with a rebate of \$2500 to the builder/owner when the Certificate of Occupancy is issued should be considered.

Recommendation:

Fiscal Note:



Dwight D. Eisenhower Municipal Building
419 N. Broadway Street
Abilene, KS 67410
www.abilenecityhall.com
Phone: (785) 263-2550
Fax: (785) 263-2552

Abilene Land Bank – Ad Valorem Taxes and Special Assessments

When the land bank acquires property, the land bank statutes deal with taxes and special assessments in distinct ways, which are summarized as follows:

General Ad Valorem Taxes: “Ad valorem taxes” are the general real estate taxes levied by the city, state, county, school district, and other taxing subdivisions. The land bank statute requires the county treasurer to “remove from the tax rolls” all ad valorem taxes, charges, penalties, and interest due and payable at the time of the acquisition. See K.S.A. 12-5909(b).

Effectively, the land bank’s acquisition of property erases all past-due ad valorem taxes and associated late charges, penalties, and interest. Unless the land bank requires the delinquent taxes to be paid before closing, the delinquent taxes are erased. In addition to erasing past-due taxes, the land bank statute provides that the property will remain exempt from ad valorem taxes until the property is sold or otherwise disposed of by the land bank. See K.S.A. 12-5909(a). Accordingly, the land bank will not be required to pay any real estate taxes during the period of ownership.

City Special Assessments: “Special assessments” are special taxes levied by the City to finance public improvements, such as streets, sewers, etc. Typically, special assessments are assessed to real estate for a period between 10-15 years.

Unlike ad valorem taxes, delinquent special assessments are not automatically removed from the tax rolls at the time of the land bank’s acquisition. As a result, if the land bank wishes to acquire property that has delinquent special assessments, it may either: (1) require payment of the delinquent assessments before closing; or (2) acquire the property subject to the delinquent special assessments. Under either option, future special assessments will continue to accrue during the period of the land bank’s ownership (unlike ad valorem taxes). However, special assessments that accrue during the period of the land bank’s ownership are not payable until the property is sold or transferred by the land bank. See K.S.A. 12-5909(c).

The above-described rules related to special assessments are subject to a caveat. The land bank statute provides that the City may abate, defer, or re-amortize part or all of the special assessments on property held by the land bank. See K.S.A. 12-5909(d) and (e).

By abating, the assessments can be erased. By deferring or re-amortizing, the repayment schedule for the special assessments can be altered or postponed. In order to abate, defer, or re-amortize the special assessments, the City Commission would likely need to adopt an ordinance. Since the special assessments are not due and payable until the land bank sells or conveys the property, any abatement, deferral, or re-amortization would typically occur after the land bank has acquired the property and before the land bank’s sale or conveyance of the property to a private party.





Abilene, KS

Check Register

Packet: APPKT00267 - BILLS 012825

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Checking - Gen-AP Checking - General						
1214	ABILENE FLYING SERVICE INC	01/28/2025	Regular	0.00	825.00	1183
1756	AUTOMOTIVE EQUIPMENT, INC	01/28/2025	Regular	0.00	490.61	1184
1001128	BBN ARCHITECTS INC	01/28/2025	Regular	0.00	1,299.99	1185
1000699	CATLETT AUTOMOTIVE INC	01/28/2025	Regular	0.00	546.26	1186
999889	CHENEY DOOR COMPANY, INC	01/28/2025	Regular	0.00	1,937.47	1187
1000192	CINTAS CORP NO. 2	01/28/2025	Regular	0.00	162.72	1188
3300	CLARK, MIZE & LINVILLE CHARTERED	01/28/2025	Regular	0.00	5,194.00	1189
3380	CONRAD FIRE EQUIPMENT, INC	01/28/2025	Regular	0.00	778.91	1190
4370	DON'S TIRE & SUPPLY	01/28/2025	Regular	0.00	79.50	1191
1000843	EMPOWER FAMILY HEALTH AMERIC.	01/28/2025	Regular	0.00	188.60	1192
1000912	GUFFEY PROPERTIES, LLC	01/28/2025	Regular	0.00	2,981.61	1193
VEN01108	GUZMAN DELGADO, IVAN	01/28/2025	Regular	0.00	300.00	1194
VEN01105	HAAS ALERT	01/28/2025	Regular	0.00	998.00	1195
2383	HOMMAN ELECTRONICS	01/28/2025	Regular	0.00	394.30	1196
9069	IMAGE QUEST	01/28/2025	Regular	0.00	231.78	1197
9070	INDEPENDENT SALT COMPANY	01/28/2025	Regular	0.00	3,005.96	1198
11239	KEY EQUIPMENT & SUPPLY	01/28/2025	Regular	0.00	337.60	1199
19770	KS TREASURER	01/28/2025	Regular	0.00	597,918.75	1200
1001045	LEGACY KANSAS, LLC	01/28/2025	Regular	0.00	168.48	1201
23110	LUMBER HOUSE TRUE VALUE	01/28/2025	Regular	0.00	246.46	1202
VEN01107	MCLAIN, JASON MICHAEL	01/28/2025	Regular	0.00	190.00	1203
1000277	MICHELLE WRIGHT	01/28/2025	Regular	0.00	9,716.18	1204
1000545	NARAYAN, INC	01/28/2025	Regular	0.00	168.38	1205
14860	OLSSON	01/28/2025	Regular	0.00	11,183.12	1206
16021	PACE ANALYTICAL SERVICES	01/28/2025	Regular	0.00	1,103.20	1207
3545	PRAIRIELAND PARTNERS, LLC	01/28/2025	Regular	0.00	875.98	1208
12012	ROASTER JOES, INC	01/28/2025	Regular	0.00	99.38	1209
18298	RUSH TRUCK CENTER	01/28/2025	Regular	0.00	699.99	1210
1000092	RUTZ CONSTRUCTION, LLC	01/28/2025	Regular	0.00	5,170.00	1211
1000260	SAM, LLC	01/28/2025	Regular	0.00	6,000.00	1212
1000203	TRIPLETT, INC	01/28/2025	Regular	0.00	6,712.52	1213
23170	WEST'S PLAZA COUNTRY MART	01/28/2025	Regular	0.00	89.80	1214
1000852	XEROX FINANCIAL SERVICES	01/28/2025	Regular	0.00	763.08	1215

Bank Code AP Checking - Gen Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	58	33	0.00	660,857.63
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
	58	33	0.00	660,857.63

Fund Summary

Fund	Name	Period	Amount
099	POOLED CASH	1/2025	660,857.63
			660,857.63



Abilene, KS

Check Register

Packet: APPKT00276 - BILLS 020425

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Checking - Gen-AP Checking - General						
1001080	AC WESTSIDE MARKET	02/04/2025	Regular	0.00	23.06	1220
11485	ALCOHOLIC BEVERAGE CONTROL	02/04/2025	Regular	0.00	400.00	1221
1000040	AXON ENTERPRISE, INC	02/04/2025	Regular	0.00	16,181.27	1222
1000699	CATLETT AUTOMOTIVE INC	02/04/2025	Regular	0.00	404.43	1223
1000192	CINTAS CORP NO. 2	02/04/2025	Regular	0.00	81.36	1224
3415	CONSOLIDATED WATER SOLUTIONS	02/04/2025	Regular	0.00	8,920.00	1225
3441	COOPER, KELLY	02/04/2025	Regular	0.00	2,700.00	1226
8145	CORE & MAIN LP	02/04/2025	Regular	0.00	20,054.20	1227
VEN01109	DALLAS BURTON	02/04/2025	Regular	0.00	20.00	1228
VEN01110	DELIMONT-MILLER, BLAKE	02/04/2025	Regular	0.00	240.00	1229
1000720	DOWNTOWN DANCE LLC	02/04/2025	Regular	0.00	1,008.00	1230
VEN01099	FEDERICO CONSULTING INC	02/04/2025	Regular	0.00	2,000.00	1231
6240	FOLEY INDUSTRIES	02/04/2025	Regular	0.00	2,089.42	1232
999846	GALLS, LLC	02/04/2025	Regular	0.00	22.54	1233
VEN01112	GWALTNEY LLC	02/04/2025	Regular	0.00	368,570.00	1234
999718	HUTCHINSON COMMUNITY COLLEGE	02/04/2025	Regular	0.00	1,947.00	1235
9070	INDEPENDENT SALT COMPANY	02/04/2025	Regular	0.00	2,381.85	1236
1000150	INLAND TRUCK PARTS & SERVICE	02/04/2025	Regular	0.00	1,280.00	1237
9090	JERRY MILLER ELECTRONICS	02/04/2025	Regular	0.00	500.00	1238
11009	KA-COMM, INC.	02/04/2025	Regular	0.00	6,996.03	1239
999650	KANSAS GAS SERVICE	02/04/2025	Regular	0.00	10,247.86	1240
1350	KAP PHILLIPS CO	02/04/2025	Regular	0.00	50.00	1241
11454	KDHE-ENVIRO LAB	02/04/2025	Regular	0.00	952.00	1242
1000568	KOHMAN, LUCINDA	02/04/2025	Regular	0.00	560.00	1243
23110	LUMBER HOUSE TRUE VALUE	02/04/2025	Regular	0.00	9.47	1244
1000156	LYNNS CUSTOM CLEANING	02/04/2025	Regular	0.00	140.00	1245
999139	MOHR, SHAYLA	02/04/2025	Regular	0.00	98.70	1246
16195	PIONEER FARM INC	02/04/2025	Regular	0.00	38.72	1247
3545	PRAIRIELAND PARTNERS, LLC	02/04/2025	Regular	0.00	109.03	1248
4394	PVS DX, INC	02/04/2025	Regular	0.00	3,095.49	1249
999690	RHV DO IT BEST HARDWARE	02/04/2025	Regular	0.00	8.58	1250
999974	RYAN & MULLIN, PA	02/04/2025	Regular	0.00	3,250.00	1251
23210	UNIFIRST CORPORATION	02/04/2025	Regular	0.00	2,134.49	1252
22020	VAN DIEST CHEMICAL CO	02/04/2025	Regular	0.00	1,073.10	1253
5046	VYVE BROADBAND	02/04/2025	Regular	0.00	5,092.80	1254
23129	WEIS FIRE & SAFETY EQUIPMENT	02/04/2025	Regular	0.00	321.40	1255
23266	WICHITA WINWATER WORKS CO.	02/04/2025	Regular	0.00	167.50	1256
1000852	XEROX FINANCIAL SERVICES	02/04/2025	Regular	0.00	294.13	1257

Bank Code AP Checking - Gen Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	56	38	0.00	463,462.43
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
	56	38	0.00	463,462.43

Fund Summary

Fund	Name	Period	Amount
099	POOLED CASH	2/2025	463,462.43
			463,462.43



Abilene, KS

Detail Register

Payroll Summary

Packet: PYPKT00123 - 01/31/2025 PAYROLL
Payroll Set: 01 - Abilene, KS

Pay Period: 01/12/2025 - 01/25/2025

Males Paid: 68
Females Paid: 27
Unknown Paid: 0
Total Employees: 95

Total Direct Deposits: 120,055.04
Total Check Amounts: 0.00

EARNINGS

Pay Code	Units	Pay Amount
AUTO ALLOW	0.00	138.47
CALL OUT	85.90	1,898.01
CALL OUT VOLUNTEER	26.00	780.00
CELL ALLOWANCE	0.00	230.76
COMMISSION	0.00	1,050.00
COMP TIME USED	32.50	677.07
FITNESS ALLOW	0.00	0.00
FLOATING HL	20.00	564.40
FUNERAL	16.00	380.48
HOLIDAY	456.00	11,625.36
HOURLY	3,873.10	96,456.01
NIGHT SHIFT	377.00	10,738.72
OT	3.00	111.65
PART-TIME	131.25	2,069.24
SALARY	677.00	34,304.88
SICK LEAVE	124.75	2,797.00
SPEC. EVENT	4.00	94.00
TRAINING	25.00	471.21
VACATION LEAVE	137.50	2,761.23
Total:	5,989.00	167,148.49

BENEFITS

Pay Code	Units	Pay Amount
COMP EARNED 1.0	15.50	0.00
COMP EARNED 1.5	1.50	0.00
FTC 457	0.00	360.00
IMPACT SPORTS	0.00	0.00
Total:	17.00	360.00

TAXES

Code	Subject To	Employee	Employer
FEDERAL W/H	155,520.08	13,902.40	0.00
MEDICARE	167,508.49	2,428.89	2,428.89
SOCIAL SECURITY	167,508.49	10,385.53	10,385.53
STATE TAXES	166,046.49	7,908.97	0.00
UNEMPLOYMENT	166,098.49	0.00	166.11
Total:		34,625.79	12,980.53

DEDUCTIONS

Code	Subject To	Employee	Employer
CHILD SUPPORT	0.00	392.25	0.00
EMPOWER KPERS 457 PT	0.00	396.00	120.00
EMPOWER KPERS ROTH	0.00	122.00	100.00
FTC 457	0.00	706.00	360.00
GARNISHMENT	0.00	100.00	0.00
KP&F	69,532.15	4,971.56	17,153.57
KPERS TIER 1	38,490.24	2,309.42	4,122.31
KPERS TIER 2	15,203.30	912.18	1,628.28
KPERS TIER 3	38,887.57	2,333.25	4,164.84
LPL FIN. OPEN/ROTH	0.00	175.00	0.00
LPL FINANCIAL 529	0.00	50.00	0.00
Total:		12,467.66	27,649.00

RECAP 01 - Abilene, KS

Earnings:	167,148.49	Benefits:	360.00	Deductions:	12,467.66	Taxes:	34,625.79	Net Pay:	120,055.04
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